

# AMENDED



## TOWN COMMISSION MEETING AGENDA

September 26, 2023 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**RECOGNITION OF SERGEANT AT ARMS**

**ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS**

**ROLL CALL**

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

*(Each speaker shall be limited to three (3) minutes)*

**APPROVAL OF AGENDA**

**PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

- 1. PROCLAMATION, HISPANIC HERITAGE MONTH**

**NEW BUSINESS**

- 2. MAYOR'S STATEMENT**
- 3. RESOLUTION 23-23, ADOPTION OF FINAL MILLAGE RATE FY 2023 - 2024**
- 4. RESOLUTION 23-24, ADOPTION OF FINAL BUDGET FY 2023 – 2024**

- 5. RESOLUTION 23-25, LANDINGS AT LAKE TRASK SUBDIVISION CERTIFIED SUBDIVISION PLAN (CSP)**
- 6. DISCUSSION, LIVE LOCAL ACT SB 102**
- 7. RESOLUTION 23-27, BUSINESS IMPACT ESTIMATE POLICY**
- 8. DISCUSSION & ACTION, RFP 23-05, LAKE MARIE PEDESTRAIN/BIKE TRAIL BRIDGE REPLACEMENT**
- 9. DISCUSSION & ACTION, RFP 23-06, VETERANS MEMORIAL DESIGN & INSTALLATION**
- 10. DISCUSSION & ACTION, GRAPPLE TRUCK REPAIR**
- 11. DISCUSSION, FREEDOM TOUR FOOD BANK DISTRIBUTION**
- 12. DISCUSSION & ACTION, SELECTION OF TOWN FLAG**

#### **REPORTS FROM OFFICERS**

Polk County Sheriff's Office  
Dundee Fire Department  
Town Attorney  
Town Manager  
Commissioners  
Mayor

#### **ADJOURNMENT**

***PUBLIC NOTICE:*** Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)

*If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.*



# TOWN COMMISSION MEETING

Item 1.

## September 26, 2023 at 6:30 PM

- AGENDA ITEM TITLE:** PROCLAMATION, HISPANIC HERITAGE MONTH
- SUBJECT:** The Town will consider support for September/October as National Hispanic Heritage Month
- STAFF ANALYSIS:** Each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures, influence, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America.
- The observation started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15. It was enacted into law on August 17, 1988.
- This proclamation will be received by Shawanda Concepcion.
- FISCAL IMPACT:** NONE
- STAFF RECOMMENDATION:** Staff Recommends Support
- ATTACHMENTS:** 2023 Hispanic Heritage Month Proclamation

*Town of Dundee*



# *Proclamation*

**WHEREAS**, during National Hispanic Heritage Month, the Town of Dundee recognizes that Hispanic heritage is American heritage, and we see that influence in almost every aspect of our lives; and

**WHEREAS**, each year, Americans observe National Hispanic Heritage Month by celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Mexico, Spain, the Caribbean and Central and South America; and

**WHEREAS**, the observation started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 through the legislative encouragement of Congressman Esteban Torres of California, to cover the period at which it is celebrated today (September 15th – October 15th); and

**WHEREAS**, the day of September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18, respectively; and

**WHEREAS**, in the words of famed Mexican designer, Marisol Peralta, “Your individuality is important, but so is belonging. Recognize the parts of your culture that have shaped your past, and the parts you want to carry with you into the future.”; and

**NOW, THEREFORE**, be it proclaimed by the Town of Dundee, that on this day, we recognize September 15, 2023 thru October 15, 2023 as

## **“Hispanic Heritage Month”**

*in recognition of the indelible footprints of Hispanic Culture in our daily lives.*

**IN WITNESS WHEREOF**, I have hereunto set my hand caused the seal of the Town of Dundee, Florida to be affixed this 26<sup>th</sup> day of September 2023.

TOWN OF DUNDEE, FLORIDA

\_\_\_\_\_  
Sam Pennant, Mayor

Attest:

\_\_\_\_\_  
Trevor Douthat, Town Clerk



## Mayor's Statement

State Law requires the first substantive issue to be discussed at this hearing is the percentage increase in the millage over the rolled back rate and the reasons ad valorem taxes are being increased. The Town of Dundee's proposed operating millage is **7.9000 mills** which is **8.23%** more than the rolled back rate of **7.2995 mills**. The ad valorem proceeds resulting from the difference between the proposed rate and the rolled back rate will be used to offset increased operating costs of the Town.



# TOWN COMMISSION MEETING

September 26, 2023 at 6:30 PM

Item 3.

**AGENDA ITEM TITLE:** RESOLUTION 23-23, ADOPTION OF FINAL MILLAGE RATE  
FY 2023 - 2024

**SUBJECT:** The Town Commission will consider and take public comment on  
the final millage rate for Fiscal Year 2023 – 2024.

**STAFF ANALYSIS:** The Public Hearing has been advertised in accordance with the  
Florida Statutes regarding the method of fixing tax millage. This  
Public Hearing is the second of two required Public Hearings with  
the first being held on September 12, 2023 at 6:30pm.

Revenues from ad-valorem taxes for FY 23 – 24 are estimated at  
\$350,962,230 and are based upon the proposed millage rate of  
7.9000, which is greater than the “rolled-back” rate of 7.2995 mills  
by 8.23%.

**Tentative Millage Rate Calculation**

$\$350,962,230 \times 0.0079000 = \$2,772,602$  (95%=\$2,351,413.00)

**“Rolled-back” Rate Calculation**

$\$350,962,230 \times 0.0072995 = \$2,561,849$  (95%=\$2,433,756.00)

**FISCAL IMPACT:** NONE

**STAFF RECOMMENDATION:** Approval of Resolution 23-23 adopting the final millage rate for  
FY 2023 – 2024

**ATTACHMENTS:** Resolution 23-23

**RESOLUTION NO. 23-23**

**A RESOLUTION OF THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, FOR FISCAL YEAR 2023 – 2024; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Dundee of Polk County, Florida, on September 26, 2023, adopted Fiscal Year Final Millage Rates following a public hearing as required by Florida Statute 200.065., and

**WHEREAS**, the Town of Dundee of Polk County, Florida, held a public hearing as required by Florida Statute 200.065; and

**WHEREAS** the gross taxable value for operating purposes not exempt from taxation within the Town of Dundee, Polk County, Florida, has been certified by the County Property Appraiser to the Town of Dundee as \$350,962,230.

**NOW, THEREFORE, BE IT RESOLVED** by the Town of Dundee, Polk County, Florida, that:

1. The FY 2023 – 2024 operating millage rate is 7.9000 mills, which is greater than the rolled back rate of 7.2995 mills by 8.23%.
2. The voted debt service millage is zero (0).
3. This Resolution will take effect immediately upon its adoption.

**DULY ADOPTED** at a public hearing this 26<sup>th</sup> day of September, 2023.

Time Adopted \_\_\_\_\_ P.M.

**TOWN OF DUNDEE**

ATTEST:

\_\_\_\_\_  
Samuel Pennant, Mayor

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney



# TOWN COMMISSION MEETING

September 26, 2023 at 6:30 PM

Item 4.

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<b>AGENDA ITEM TITLE:</b>	RESOLUTION 23-24, ADOPTION OF FINAL BUDGET FY 2023 – 2024
<b>SUBJECT:</b>	The Town Commission will consider and take public comment on the final budget for Fiscal Year 2023 – 2024.
<b>STAFF ANALYSIS:</b>	<p>This Public Hearing is the second of two required Public Hearings with the first being held on September 12, 2023 at 6:30pm.</p> <p>Revenues from ad-valorem taxes for the FY 23 – 24 are estimated at 350,962,230 and are based upon the proposed millage rate of 7.9000, which is greater than the “rolled-back” rate of 7.2995 mills by 8.23%.</p> <p>The tentative budget for the Town of Dundee, FL is <u>\$13,325,338.00</u>.</p>
<b>FISCAL IMPACT:</b>	NONE
<b>STAFF RECOMMENDATION:</b>	Approval of Resolution 23-24 adopting the final budget for Fiscal Year 2023 – 2024
<b>ATTACHMENTS:</b>	Resolution 23-24

**RESOLUTION 23-24**

**A RESOLUTION OF THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2023 – 2024; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the final budget of the Town of Dundee, Florida, Fiscal Year commencing October 1, 2023 on file in the Office of the Town Clerk, is hereby adopted by reference as the official budget of the Town of Dundee, Florida, for Fiscal Year 2023 – 2024.

**WHEREAS**, the Town of Dundee, Polk County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2023 – 2024 in the amount of \$13,325,338.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Town of Dundee, Polk County, Florida, that:

- 1. The Fiscal Year 2023 – 2024 Final Budget be adopted.
- 2. This Resolution will take effect immediately upon its adoption.

**DULY ADOPTED** at a public hearing this 26<sup>th</sup> day of September 2023.

Time Adopted \_\_\_\_\_ P.M.

TOWN OF DUNDEE

\_\_\_\_\_  
Samuel Pennant, Mayor

ATTEST:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney

## BUDGET SUMMARY - FISCAL YEAR 2023-2024

### TOWN OF DUNDEE

General fund		7.9000						
Voted fund		0						
<b>ESTIMATED REVENUES:</b>			<b>General Fund</b>	<b>Impact Fee Fund</b>	<b>Fire Special Fund</b>	<b>Enterprise Fund</b>	<b>Total Budget</b>	
<b>TAXES:</b>	<b>Millage 7.9000 per \$1,000</b>							
Ad Valorem Taxes			\$ 2,633,971			\$ -		\$ 2,633,971
Local Option, Use, & Fuel Taxes			\$ 268,622			\$ -		\$ 268,622
Utility Services Taxes			\$ 852,092			\$ -		\$ 852,092
Communication Services Taxes			\$ 140,460			\$ -		\$ 140,460
Local Business Taxes						\$ -		\$ -
Other General Taxes						\$ -		\$ -
Permits Fees			\$ 341,866			\$ -		\$ 341,866
Franchise Fees			\$ 399,000			\$ -		\$ 399,000
Impact Fee				\$ 1,306,084		\$ -		\$ 1,306,084
Special Assessment					\$ 235,010	\$ 180,000		\$ 415,010
Intergovernmental Revenues			\$ 360,133			\$ 2,526,306		\$ 2,886,439
Charges for Service			\$ 201,597			\$ 3,110,284		\$ 3,311,881
Judgement Fines and Forfeitures			\$ 11,500			\$ 86,000		\$ 97,500
Miscellaneous Revenues			\$ 30,250			\$ -		\$ 30,250
Other Sources			\$ -			\$ -		\$ -
<b>TOTAL SOURCES:</b>			<b>\$ 5,239,491</b>	<b>\$ 1,306,084</b>	<b>\$ 235,010</b>	<b>\$ 5,902,590</b>		<b>\$ 12,683,175</b>
Transfers In:				\$ -	\$ 507,163	\$ 135,000		\$ 642,163
Fund Balances/Reserves/Net Assets								\$ -
<b>TOTAL REVENUES, TRANSFERS, AND BALANCES:</b>			<b>\$ 5,239,491</b>	<b>\$ 1,306,084</b>	<b>\$ 742,173</b>	<b>\$ 6,037,590</b>		<b>\$ 13,325,338</b>
<b>ESTIMATED EXPENDITURE/EXPENSES:</b>								
Administration			\$ 845,750	\$ -	\$ -	\$ -		\$ 845,750
Public Safety			\$ 979,298	\$ -	\$ 658,423	\$ -		\$ 1,637,721
Culture/Recreation			\$ 544,453	\$ -	\$ -	\$ -		\$ 544,453
Development Services			\$ 660,715	\$ -	\$ -	\$ -		\$ 660,715
Transportation			\$ 606,312		\$ -	\$ -		\$ 606,312
Water				\$ -	\$ -	\$ 983,894		\$ 983,894
Wastewater				\$ -	\$ -	\$ 795,735		\$ 795,735
Sanitation				\$ -	\$ -	\$ 791,706		\$ 791,706
Stormwater				\$ -	\$ -	\$ 207,498		\$ 207,498
Other Charges			\$ 6,074	\$ -	\$ -	\$ 50,000		\$ 56,074
Capital Outlay			\$ 741,850	\$ 713,644	\$ 37,250	\$ 2,922,544		\$ 4,415,288
Debt Service			\$ 212,876	\$ -	\$ 46,500	\$ 286,213		\$ 545,589
<b>TOTAL EXPENDITURES</b>			<b>\$ 4,597,328</b>	<b>\$ 713,644</b>	<b>\$ 742,173</b>	<b>\$ 6,037,590</b>		<b>\$ 12,090,735</b>
Transfers Out			\$ 642,163			\$ -		\$ 642,163
Fund Balances/Reserve/Net Assets			\$ -	\$ 592,440				\$ 592,440
<b>TOTAL APPROPRIATED EXPENDITURES</b>								
<b>TRANSFERS, RESERVES and BALANCES:</b>			<b>\$ 5,239,491</b>	<b>\$ 1,306,084</b>	<b>\$ 742,173</b>	<b>\$ 6,037,590</b>		<b>\$ 13,325,338</b>
The Tentative, adopted and/or final budgets are on file in the office of the above referenced taxing authority as a public record.								



# TOWN COMMISSION MEETING

September 26, 2023 at 6:30 PM

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- AGENDA ITEM TITLE:** RESOLUTION 23-25, LANDINGS AT LAKE TRASK SUBDIVISION CERTIFIED SUBDIVISION PLAN (CSP)
- SUBJECT:** The Town Commission will consider approval of the Landings at Lake Trask Phase II Subdivision Certified Subdivision Plan (CSP).
- STAFF ANALYSIS:** This is an applicant-initiated request for approval of a certified subdivision plan for the proposed Landings at Lake Trask Phase II Subdivision. The subdivision would include 169 single family units on 49.94 +/- acres.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Resolution 23-25 with conditions.
- ATTACHMENTS:** Staff Report  
Resolution 23-25



**TOWN OF DUNDEE  
CERTIFIED SUBDIVISION PLAN APPLICATION  
STAFF REPORT**

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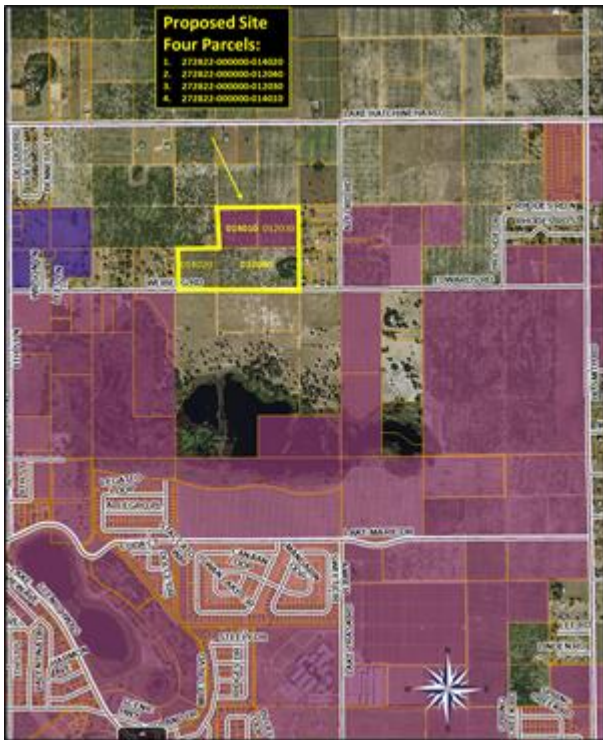
**TO:** Town of Dundee Town Commission

**PREPARED BY:** Lorraine Peterson, Development Director

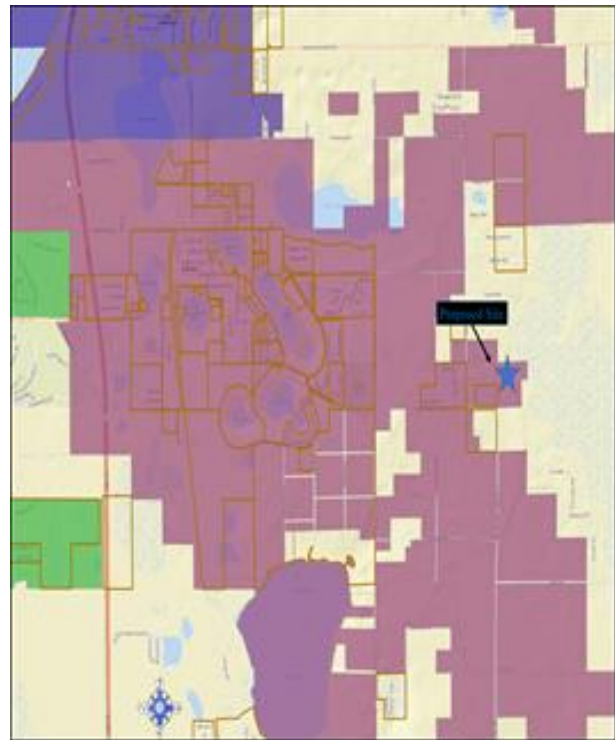
**AGENDA DATE:** September 26, 2023

**REQUESTED ACTION:** Resolution 23-25  
Consider Certified Subdivision Plan (CSP) for the Landings at Lake Trask Phase II Subdivision, further known as parcels: 272822-000000-014020, 272822-000000-012040, 272822-000000-012030, 272822-000000-014010.

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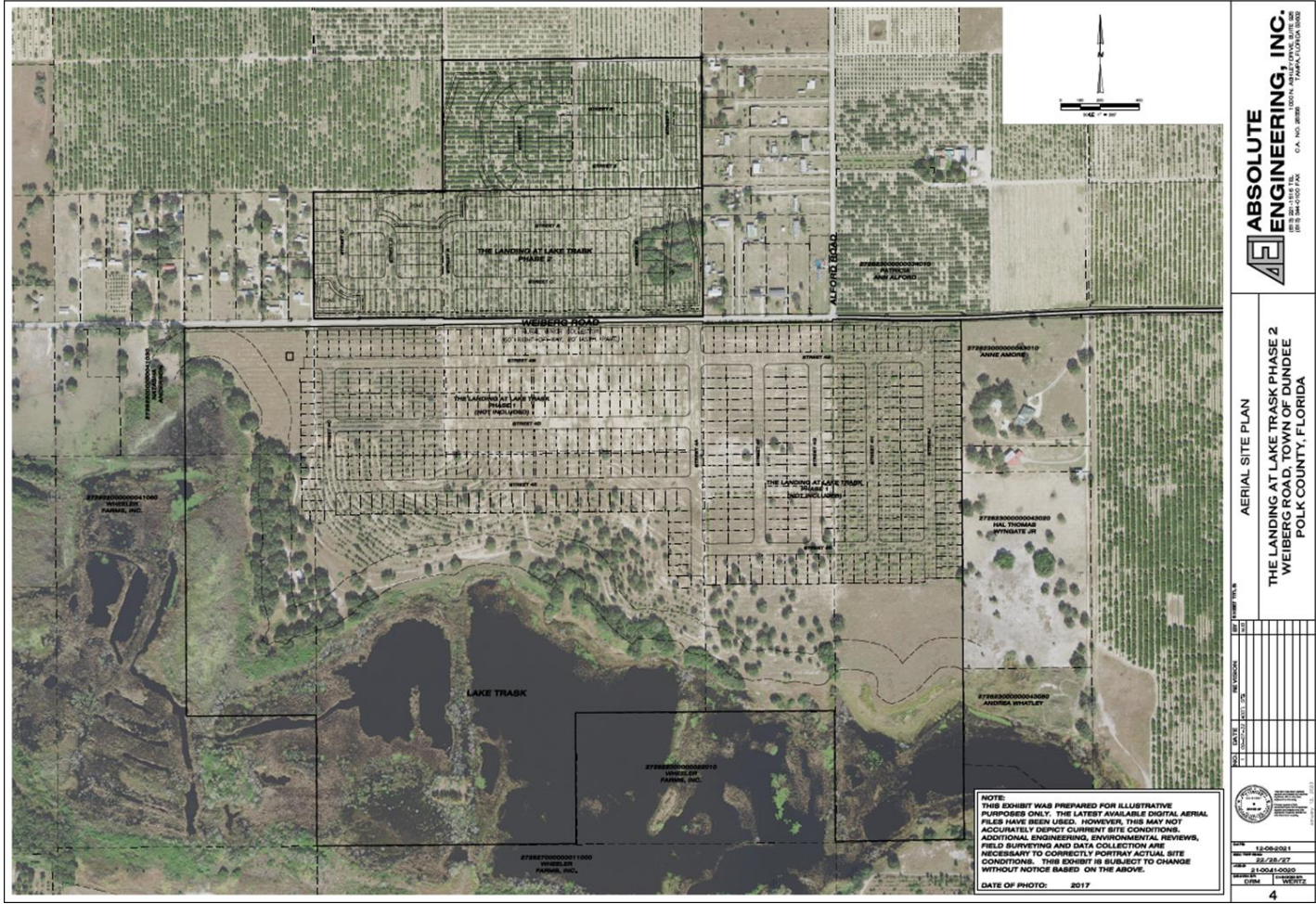


**AERIAL MAP CONTEXT**



**LOCATION MAP**





### LANDINGS AT LAKE TRASK PHASE II CERTIFIED SUBDIVISION PLAN

#### **BACKGROUND**

This is an applicant-initiated request by PHC I Property, LLC; NE Polk Land Investments, LLC (applicant) requests approval of Certified Subdivision Plan (CSP) for the Landing at Lake Trask Phase 2 subdivision for approximately 49.94 +/- acres of land located on the northside of Weiberg Road, east of Detour Road, and west of Alford Road further described as parcels 272822-000000-014020, 272822-000000-012040, 272822-000000-012030, 272822-000000-014010. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).

The proposed project includes 169 single-family lots and 2.0 +/- acres of recreational land to be owned and maintained by the Landings at Lake Trask Community Development District (CDD). The Town Commission approved the parks and recreation land dedication for phase I on September 14, 2021 and Phase II on August 23, 2022.

**CERTIFIED SUBDIVISION PLAN**

Per Section 7.01.07 of the Land Development Code, the purpose of the Certified Subdivision Plan (CSP) is to allow town staff to perform a technical review of all proposed site improvements and serves as the basis upon which the final plat is prepared. Upon approval of the CSP, the applicant may proceed with permitting for installation of improvements, including:

- tree removal
- clearing and grubbing
- installation of streets and utilities
- installation of stormwater management systems.

Certified subdivision plans remain valid for one year from the date of approval. No residential building permit shall be issued until the final plat has been accepted by the Town and recorded with the Clerk of the Circuit Court for Polk County, except where approval has been given for residential units as models. Final certificates of occupancy for models shall not be issued until the final plat has been accepted by the town and recorded in the public records for Polk County.

The Site Plan portion of the proposed Certified Subdivision Plan is attached. A copy of the complete proposed Certified Subdivision Plan is on file with the Town Clerk.

**POTABLE WATER AND WASTEWATER**

Estimated Demand is as follows:

Table 1

Permitted Intensity 49.94 +/- acres	Maximum Permitted in RSF-3 <b>RSF-3 @ 5 units/acres=250 units</b>	Proposed Permitted in RSF-3 <b>RSF-3 @ 3.38 units/acres=169</b>
Potable Water Consumption	250 X 360 = 90,000 <b>GPD</b>	169 X 360 = 60,840 <b>GPD</b>
Wastewater Generation	250 X 270 = 67,500 <b>GPD</b>	169 X 270 = 45,630 <b>GPD</b>

**ROADWAYS/TRANSPORTATION NETWORK**

Estimated Demand is as follows:

Table 2

Permitted Intensity 49.94 +/- acres	Maximum Permitted in RSF-3 <b>RSF-3 @ 5 units/acres= 250 units</b>	Proposed Permitted in RSF-3 <b>RSF-3 @ units/acres = 169 units</b>
Average Annual Daily Trips (AADT)	250 X 7.81 = 1,953 <b>AADT</b>	169 X 7.81 = 1,320 <b>AADT</b>
PM Peak Hour Trip	250 X 1.00 = 250 <b>PM Peak</b>	169 X 1.00 = 169 <b>PM Peak</b>

Source: Polk TPO -ITE Code 210-Single Family Detached rate per unit 7.81 AADT and 1.00 AADT PM Peak Hour

Available Capacity is as follows:

Table 3 Roadway Link Concurrency

Link #	Road Name	Current Level of Service (LOS)	Available Peak Hour Capacity	Minimum LOS Standard	5- Year Peak Hr. Projected LOS
8212N	H.L. Smith Road (Lake Mabel Loop Rd. to CR 542/Hatchineha Rd.)	C	693	D	C
8212S		C	689	D	C
8217N	8th Street N. (Lake Marie Blvd. to CR 542/Hatchineha Rd.)	C	674	E	C
8217S		C	678	E	C

Source: Polk Transportation Planning Organization April 8, 2022

**PUBLIC SCHOOLS**

Name of School	Proposed Use Estimated Demand	% Capacity 2022-2023 School Year	Available Seats	Average Driving Distance from Subject Site
Elbert Elementary School (zoned)	35	69%	271	7.2 ± miles driving distance
Denison Middle School (zoned)	15	60%	480	8.2± miles driving distance
Haines City Senior High School (zoned)	24	89%	324	5.6 ± miles driving distance

Source: Polk County School Board, GIS

**CSP COMMENTS**

As required, the CSP is substantially similar to the Preliminary Site Plan. The Polk County School Board issued a binding letter of concurrency for this project. The School Board will reserve the seats for 18 months after the approval of the Certified Subdivision Plan. The applicant will have to provide driveway and traffic system approvals from Polk County as H.L. Smith Road is a County maintained road. The roads internal to the subdivision are anticipated to be dedicated and accepted by the Town of Dundee. Construction plans must be approved by Town staff prior to issuance of construction permits. Construction plan approval includes receipt of all approvals from outside agencies.

Consistent with Section 7.01.09, the applicant is requesting the Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to actual final platting. In granting any such approval, the Town Commission may impose such conditions, restrictions, and/or time schedules as may be deemed necessary in the public interest.

### **Development Review Committee Recommendation**

Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that the request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Town of Dundee Comprehensive Plan and Land Development Code, and therefore, the Development Review Committee (DRC) recommends **APPROVAL OF LANDINGS AT LAKE TRASK PHASE II CERTIFIED SUBDIVISION PLAN (CSP)**.

### **Town Commission Review**

Following its own review, the Town Commission shall either approve the CSP or disapprove with reasons stated. The Town Commission has the authority to approve or disapprove any street name. Should any adverse review comment or recommendation be made by the Town Commission which may require a revision of the proposed CSP, the necessary revisions may be made for reconsideration at the applicable step within the review process.

### **MOTION OPTIONS:**

1. I move approval of Resolution 23-25 **approving** the Certified Subdivision Plan for the Landings at Lake Trask Phase II Subdivision and approving construction prior to platting.
2. I move approval of Resolution 23-25 **with conditions** approving the Certified Subdivision Plan for the Landings at Lake Trask Phase II and approving construction prior to platting.
3. I move denial of Resolution 23-25.
4. I move continuing this item to a date and time certain.

Attachment: Resolution 23-25 (with CSP Plan)



**RESOLUTION NO. 23-25**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE LANDINGS AT LAKE TRASK PHASE 2 SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER’S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR LANDINGS AT LAKE TRASK PHASE 2; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the proposed Landings at Lake Trask Phase 2 Subdivision (the “Subdivision”) is to occur on approximately 49.94 +/- acres of land located on the northside of Weiberg Road, east of Detour Road, and west of Alford Road, in Dundee, Florida, further described as parcels 272822-000000-014020, 272822-000000-012040, 272822-000000-012030, and 272822-000000-014010. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).

**WHEREAS**, the location map for the Property is attached hereto as **Exhibit “A”** and incorporated herein by reference; and

**WHEREAS**, on November 28, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code (“LDC”), PHC I Property, LLC and NE Polk Land Investment, LLC (the “Applicant”) submitted a Certified Subdivision Plan (the “CSP”) for the Subdivision; and

**WHEREAS**, the CSP is attached hereto as **Exhibit “B”** and incorporated herein by reference; and

**WHEREAS**, on August 23, 2022, at a duly notice public meeting of the Town Commission of the Town of Dundee, the Town Commission approved 2.0 +/- acres of privately owned recreation space for the Subdivision; and

**WHEREAS**, the CSP includes 169 single-family units and 2.0 +/- acres of recreational land to be owned and maintained by a Home Owner’s Association and/or Community Development District; and

**WHEREAS**, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to perform a technical review of all proposed site improvements; and

-

**WHEREAS**, pursuant to the technical review performed by the Town and/or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

**WHEREAS**, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

**WHEREAS**, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

**WHEREAS**, pursuant to Section 7.02.03 of the LDC and applicable provision of the Code of Ordinances of the Town of Dundee, a development order and/or development permit will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

**WHEREAS**, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

**WHEREAS**, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP; and

**WHEREAS**, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

**WHEREAS**, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:**

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Landings at Lake Trask Phase 2 Certified Subdivision Plan (the "CSP") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Landings at Lake Trask Phase 2 Subdivision (the "Subdivision") is located on the northside of Weiberg Road, east of Detour Road, and west of Alford Road, in Dundee, Florida, further described as parcels 272822-000000-014020, 272822-000000-012040, 272822-000000-012030, and 272822-000000-014010. The

property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).

3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution, as follows:
  - a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
  - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.
  - c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, the technical review comments which include but are not limited to, the comments included here as composite Exhibit C (the "Comments") provided by the Town's consultants related to the CSP and Subdivision shall be satisfied and accepted by the Town and/or Town's consultants.
5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.
6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.



For purposes of this Resolution, “*adequate performance security*” and “*adequate defect security*” shall mean, at a minimum, as follows:

- (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town’s planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer’s contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town’s planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and
  - (b) *Adequate defect security* shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer’s agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.
7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer’s Agreement with the Applicant and/or Applicant’s authorized designee with regard to the terms and conditions set forth by this Resolution and the Town’s conditional approval of the Landings at Lake Trask Phase 2 Certified Subdivision Plan.

- 8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.
- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

**INTRODUCED AND PASSED** by the Town Commission of the Town of Dundee, Florida, this 26th day of August, 2023.

**TOWN OF DUNDEE**

\_\_\_\_\_  
 Mayor – Sam Pennant

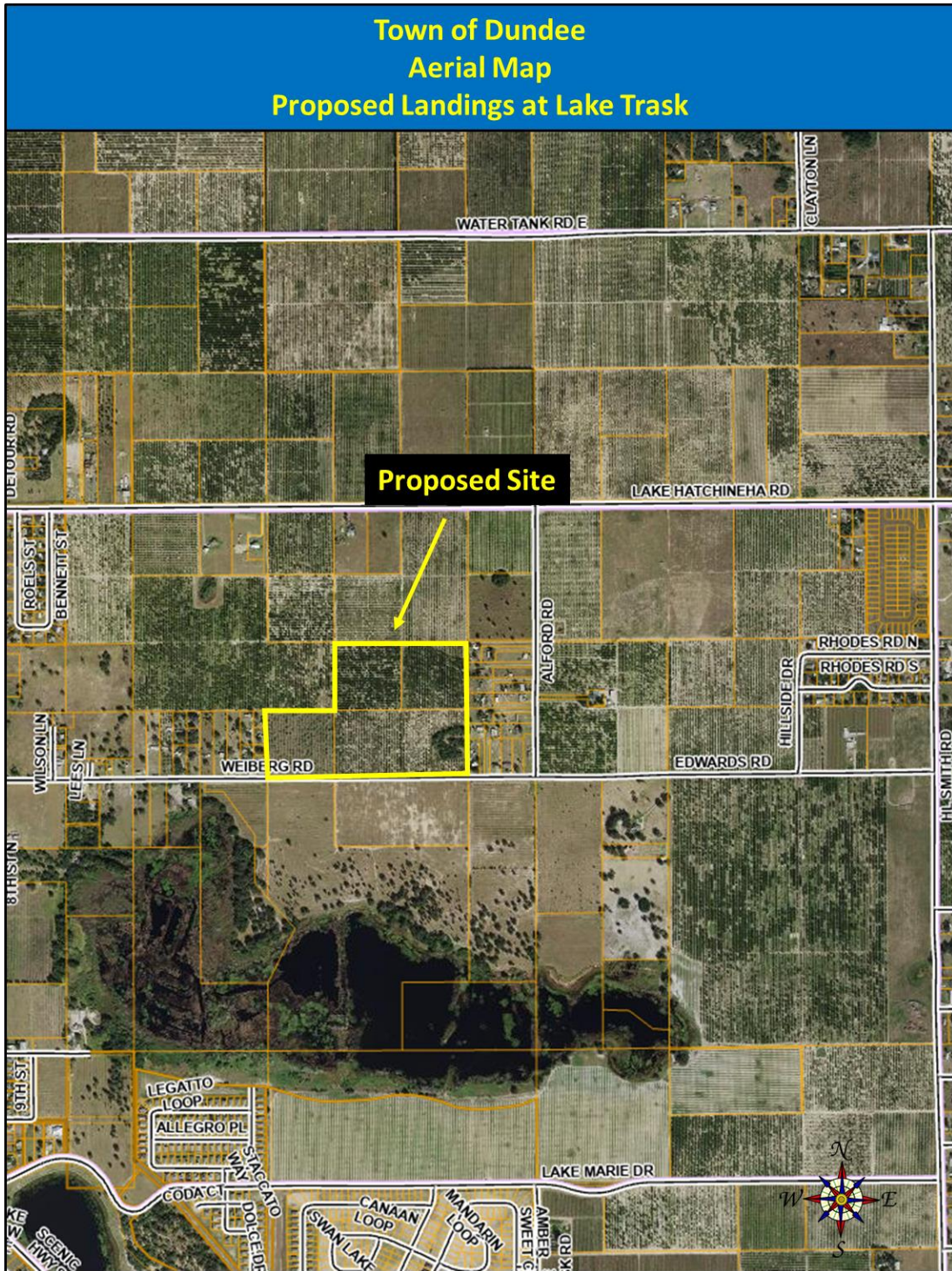
ATTEST:

\_\_\_\_\_  
 Town Clerk – Trevor Douthat

Approved as to form:

\_\_\_\_\_  
 Town Attorney - Frederick J. Murphy, Jr.

# RESOLUTION 23-25 EXHIBIT A LOCATION MAP











# TOWN COMMISSION MEETING

## September 26, 2023 at 6:30 PM

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**AGENDA ITEM TITLE:** DISCUSSION, LIVE LOCAL ACT SB 102

**SUBJECT:** Live Local Act Senate Bill 102

**STAFF ANALYSIS:** Largest Investment for Housing Opportunities in History:

The Live Local Act is a comprehensive, statewide workforce housing strategy, designed to increase the availability of affordable housing opportunities for Florida’s workforce, who desire to live within the communities they serve. This Act, also known as SB 102, provides historic funding for workforce housing. In addition to a multitude of new programs, incentives, and opportunities.

**FISCAL IMPACT:** NONE

**STAFF RECOMMENDATION:** NONE

**ATTACHMENTS:** NONE



# TOWN COMMISSION MEETING

## September 26, 2023 at 6:30 PM

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**AGENDA ITEM TITLE:** RESOLUTION 23-27, BUSINESS IMPACT ESTIMATE POLICY

**SUBJECT:** Town Commission will consider approval of Resolution 23-27

**STAFF ANALYSIS:** Effective October 1, 2023, CS/CS/SB 170, Chapter 2023-309, Laws of Florida, amends Section 166.041 of the Florida Statutes to require preparation of a “business impact estimate” before adoption of a new municipal ordinance. A “business impact estimate” is a written document that contains specific information relevant to the local business community.

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:** Resolution 23-27  
Business Impact Estimate Summary  
Business Impact Estimate Memo

**RESOLUTION 23-27**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA RELATING TO MUNICIPAL REGULATION; MAKING FACTUAL FINDINGS; ADOPTING TOWN POLICY REGARDING THE PREPARATION AND DISSEMINATION OF BUSINESS IMPACT ESTIMATE STATEMENTS PRIOR TO ADOPTION OF CERTAIN PROPOSED MUNICIPAL ORDINANCES; ADOPTING PROCEDURES, REQUIREMENTS AND EXEMPTIONS FOR THE PREPARATION AND DISSEMINATION OF BUSINESS IMPACT ESTIMATE STATEMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Dundee, Florida ("Town") is a Florida municipal corporation endowed with home rule governmental, corporate and proprietary powers sufficient to enable it to conduct municipal government, perform municipal functions and render municipal services pursuant to Section 2(b) of Article VIII of the Florida Constitution of 1968 and the Municipal Home Rule Powers Act, codified at Chapter 166 of the Florida Statutes; and

**WHEREAS**, the procedures for enacting municipal ordinances in Florida are specified in the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes; and

**WHEREAS**, effective October 1, 2023, Section 6 of Chapter 2023-309, Laws of Florida, provides that "[b]efore the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a business impact estimate" to be posted on the municipality's website that includes, in sum: (a) a summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance; (b) an estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including an estimate of direct compliance costs, identification of new charges and fees, and an estimate of regulatory costs including an estimate of revenues from new charges and fees; (c) a good faith estimate of the number of businesses likely to be impacted by the ordinance; and (d) any additional information the governing body determines to be useful; and

**WHEREAS**, Section 6 of Chapter 2023-309, Laws of Florida, further provides that a municipality shall not be required to procure an accountant or other financial consultant in order to prepare a business impact estimate; and

**WHEREAS**, Section 6 of Chapter 2023-309, Laws of Florida, further provides that a business impact estimate is not required to be generated for: (a) ordinances required for compliance with federal or state law or regulation; (b) ordinances relating to the issuance of or refinancing of debt; (c) ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget; (d) ordinances required to implement a contract or an agreement including federal, state,



local, and private grants or other financial assistance; (e) emergency ordinances; (f) ordinances relating to procurement; (g) ordinances relating to growth policy, county and municipal planning and land development regulation including zoning, development orders, development agreements and development permits, enacted to implement Part II of Chapter 163, Florida Statutes, including the Growth Policy Act, the Community Planning Act, the Agricultural Land Acknowledgment Act, the Florida Impact Fee Act, the Florida Local Government Development Agreement Act, and the Manufacturing Competitiveness Act; (h) ordinances enacted to implement the Uniform Community Development District Act of 1980, Sections 190.005 and 190.046, Florida Statutes; and (i) ordinances enacted to implement the Florida Building Code, Section 553.73, Florida Statutes, and the Florida Fire Prevention Code, Section 633.202, Florida Statutes; and

**WHEREAS**, also effective October 1, 2023, Section 1 of Chapter 2023-309, Laws of Florida provides that if a civil action is filed against a local government to challenge the adoption of a local ordinance on the grounds that the ordinance is arbitrary or unreasonable, a court may assess and award reasonable attorney fees, costs, and damages to a prevailing plaintiff of up to \$50,000.00; and

**WHEREAS**, the Town Commission of the Town of Dundee desires to establish a municipal policy regarding the preparation and dissemination of a business impact estimate prior to the consideration of a new municipal ordinance when such an estimate is required by Chapter 2023-309, Laws of Florida; and

**WHEREAS**, the Town Commission further desires to establish procedures and requirements for the preparation and dissemination of a business impact estimate, including the requirement that any private proponent or sponsor of a qualifying new municipal ordinance pay to the Town a “pass through charge” consisting of the fees, deposits, costs, and expenses relating to or pertaining to preparation of a business impact estimate; and

**WHEREAS**, the Town Commission finds that the policy adopted herein in this Resolution is consistent with, and not preempted by or in conflict with, Section 166.041, Florida Statutes, as amended by Chapter 2023-309, Laws of Florida; and

**WHEREAS**, because Section 6 of Chapter 2023-309, Laws of Florida, permits the governing body of the Town to choose to either “prepare” the required business impact estimate or “cause to be prepared” the required business impact estimate without allocating financial responsibility for such preparation, the Town Commission finds that the procedures, requirements, and exemptions stated in the policy adopted herein, including the requirement that any private proponent or sponsor of a qualifying new municipal ordinance pay a pass through charge, are consistent with, and not preempted by or in conflict with, Section 166.041, Florida Statutes, as amended by Chapter 2023-309, Laws of Florida; and

**WHEREAS**, the Town Commission desires to set appropriate public expectations

for the regular preparation and dissemination of information required by Florida general law for the adoption of new municipal ordinances, including, when required, a business impact estimate; and

**WHEREAS**, it is deemed reasonable, appropriate, and in the public interest to establish a policy regarding the preparation and dissemination of business impact estimates as recommended by Town staff to ensure compliance with Chapter 2023-309, Laws of Florida and Chapter 166, Florida Statutes, as amended;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:**

1. The foregoing whereas clauses and recitals, all of which are incorporated herein by reference, are found by the Town Commission to be true and correct statements that form the factual basis for passage of this Resolution and of the policy attached hereto.
2. The Town of Dundee formally adopts the “Business Impact Estimate Policy” which is attached hereto as Exhibit “A” and incorporated herein by reference and hereby directs the Town Manager to implement said policy and authorizes the Town Manager or her designee to take all necessary and appropriate actions related thereto.
3. All resolutions in conflict with this Resolution are hereby repealed in order to give this Resolution full force and effect.
4. If any portion of this Resolution and Exhibit “A” is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Resolution and Exhibit “A”, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of this Resolution and Exhibit “A” shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.
5. Provisions of this Resolution and Exhibit “A” may be renumbered or relettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the Town Manager or her designee, without need of Commission action, by filing a corrected copy of same with the Town Clerk.
6. This Resolution shall become effective immediately upon passage.

*(the rest of this page left intentionally blank; execution follows on page 4)*

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session, this 28<sup>th</sup> day of September, 2023.

TOWN OF DUNDEE, FLORIDA

ATTEST:

\_\_\_\_\_  
Sam Pennant, Mayor

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

\_\_\_\_\_  
Frederick J. Murphy, Jr., Town Attorney

**Exhibit “A”  
TOWN OF DUNDEE  
BUSINESS IMPACT ESTIMATE POLICY**

**I. Definitions:**

For purposes of this Policy:

**Business** or **businesses** means any private for-profit legal activity regularly engaged in by any person, or caused to be engaged in by any person, for the purpose of gain, benefit, or advantage, and includes all forms of organization such as sole proprietorships, partnerships, corporations and business trusts.

A **Business Impact Estimate** is a written document that contains all of the information specified in Section II of this Policy and/or Section 166.041(4) of the Florida Statutes (2023).

An **exempt** or **exempted** ordinance is one that falls within one or more of the categories specified in Section IV of this Policy and/or Sections 166.041(4)(c) and 166.0411(5) of the Florida Statutes (2023) that does not require a Business Impact Estimate to be generated prior to consideration by the Town Commission.

**Pass Through Charge** means a user fee, assessed by the Town of Dundee, Florida, in a sufficient amount to cover the fees, deposits, costs and expenses incurred by the Town, including staff time, relating to preparation of the Business Impact Estimate for any non-exempt ordinance proposed by, requested by, or sponsored by a private person, firm, entity, or business.

**II. Business Impact Estimate; General Provisions and Requirements:**

Pursuant to Section 166.041(4) of the Florida Statutes, as amended by Section 6 of Chapter 2023-309, Laws of Florida, the Town of Dundee shall prepare or cause to be prepared a Business Impact Estimate for any new municipal ordinance not exempted by Section IV of this Policy and/or Sections 166.041(4)(c) and 166.0411 of the Florida Statutes (2023). The Business Impact Estimate shall be drafted in accordance with the requirements of Section 166.041(4), Florida Statutes (2023) and shall:

- (1) be attached to and a part of the Town’s formal “Town of Dundee Fact Sheet” and Town Commission summary for the proposed new municipal ordinance;
- (2) contain a summary of the proposed new municipal ordinance, including a statement of the public purpose to be served by the proposed new municipal ordinance, such as serving the public health, safety, morals, and welfare of the Town;

- (3) contain a statement of the estimate of the direct economic impact of the proposed new municipal ordinance on private, for-profit businesses in the Town of Dundee, Florida, including the following, if any:
  - (a) an estimate of direct compliance costs that businesses may reasonably incur if the new municipal ordinance is enacted;
  - (b) identification of any new charge or fee on businesses that will be subject to the proposed new municipal ordinance, or for which businesses in the Town of Dundee will be financially responsible; and
  - (c) an estimate of the Town of Dundee's expected regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs;
- (4) contain a good faith estimate of the number of businesses likely to be impacted by the proposed new municipal ordinance; and
- (5) contain such other relevant information as the Town Commission may from time to time request or require, or as the Town Manager, or his or her lawful designee, may determine necessary in order to present a concise complete overview of the expected economic impact of the proposed new municipal ordinance on businesses in the Town of Dundee, Florida to the Town Commission and the general public.

When prepared, a Business Impact Estimate shall be concise and contain an appropriate level of analysis as required by Section 166.041(4) of the Florida Statutes (2023). The Town shall not be required to procure an accountant or other financial consultant in order to prepare a Business Impact Estimate for a proposed new municipal ordinance. The foregoing notwithstanding, the Town Manager and the Town's Staff may, in their sole discretion and election, decide to engage one or more professional consultants, including an accountant or other financial consultant, to generate or assist with generating a Business Impact Estimate for a proposed new municipal ordinance, subject to lawful budgeting and appropriation restraints, if any, on municipal expenditures.

In the event that a Business Impact Estimate is required for a new municipal ordinance proposed by, requested by, or sponsored by a private person, firm, entity, or business, the Town may assess and collect a Pass Through Charge to cover the fees, deposits, costs and expenses, including the expense of Town Staff time valued at per-hour cost with benefits, incurred by the Town relating to preparation of the Business Impact Estimate.

The Town Commission may, in its sole discretion and by a majority of a quorum present and voting, request that the Town Manager generate or cause to be generated a Business Impact Estimate for any ordinance that is exempt under Section IV of this policy

and/or Sections 166.041(4)(c) and 166.0411 of the Florida Statutes (2023); *provided however*, that nothing in this policy, including the foregoing, is intended to create or shall be construed as creating any additional requirements or mandates to generate a Business Impact Estimate or is intended to waive or shall be construed as a waiver of any exemption from the Business Impact Estimate requirement specified in Section IV below or in Florida general law. A Business Impact Estimate for an otherwise exempt ordinance that is generated at the express request of the Town Commission shall not be subject to the posting or time requirements found in Section III of this policy.

**III. Procedures:**

- (1) A Business Impact Estimate shall be generated or caused to be generated for any new proposed municipal ordinance that is not exempted by Section IV of this policy and/or Sections 166.041(4)(c) and 166.0411 of the Florida Statutes (2023).
- (2) The Business Impact Estimate shall be generated or caused to be generated by Town Staff prior to the Town Commission’s first reading of the proposed new municipal ordinance and shall be attached to and included with the Town’s formal “Town of Dundee Fact Sheet” and Town Commission summary.
- (3) The Business Impact Estimate shall be posted on the Town of Dundee’s website as soon as practicable, but no later than the date the Notice of Proposed Enactment required by Section 166.041(3)(a), Florida Statutes (2023), for the proposed new municipal ordinance is published in a newspaper of general circulation.
- (4) A Business Impact Estimate does not need to be amended after it is posted on the Town of Dundee’s website.
- (5) If a private person, firm, entity, or business proposes, requests, or sponsors a new municipal ordinance that is not exempted by Section IV of this policy and/or Sections 166.041(4)(c) and 166.0411 of the Florida Statutes (2023), the private person, firm, entity or business shall work with the Town Manager and Town Staff to generate or cause to be generated the required Business Impact Estimate at private expense or at public expense with a Pass Through Charge. If a Pass Through Charge is assessed by the Town to a private party, the proposed new municipal ordinance may not be scheduled for first reading before the Town Commission until the Pass Through Charge is satisfied in full.
- (6) The Town Commission may, in its sole discretion, waive any applicable Pass Through Charge. A request for waiver of a Pass Through Charge may be heard by the Town Commission at any time prior to first reading of the applicable proposed new municipal ordinance.
- (7) Numerical values for estimates of economic impact, compliance costs, charges or

fees, regulatory costs, revenues, and likely number of impacted businesses generated by the Town Manager or by Town Staff that are included in a Business Impact Estimate shall be the product of a reasonable and honest effort to convey appropriate relevant information.

**IV. Exemptions:**

Pursuant to Sections 166.041(4)(c) and 166.0411 of the Florida Statutes (2023), proposed new municipal ordinances in the following categories shall be exempt from the application of this Policy and no Business Impact Estimate shall be required to be submitted or prepared for:

- (1) Ordinances required for compliance with federal or state law or regulation;
- (2) Ordinances relating to the issuance or refinancing of debt;
- (3) Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- (4) Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the Town of Dundee;
- (5) Emergency ordinances;
- (6) Ordinances relating to procurement; and
- (7) Ordinances enacted to implement the following:
  - (a) Part II of Chapter 163 of the Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  - (b) Sections 190.005 and 190.046 of the Florida Statutes;
  - (c) Section 553.73 of the Florida Statutes, relating to the Florida Building Code; and
  - (d) Section 633.202 of the Florida Statutes, relating to the Florida Fire Prevention Code; and
- (8) All other ordinances identified in Sections 166.041(4)(c) or 166.0411 of the Florida Statutes that are not expressly mentioned herein.

**BOSWELL & DUNLAP**  
ATTORNEYS AT LAW • ESTABLISHED 1900

P.O. Drawer 30  
 Bartow, Florida 33831

245 South Central Avenue  
 Bartow, Florida 33830  
 Phone: (863) 533-7117  
 Fax: (863) 533-7412

## MEMORANDUM

**TO:** Tandra Davis, Town Manager, Town of Dundee, Florida

**FROM:** Frederick J. Murphy, Jr., Esquire, Town Attorney  
 W. A. “Drew” Crawford, Esquire, Assistant Town Attorney  
 Seth B. Claytor, Esquire, Assistant Town Attorney

**DATE:** September 26, 2023

**IN RE:** Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023))  
 Business Impact Estimate Requirements and Challenges to Local Ordinances

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### Summary

Chapter 2023-309, Laws of Florida (the “Act”) adjusts the general requirements for local ordinance adoption by Florida cities. Beginning October 1, 2023, local ordinances adopted in Florida may be subject to challenge based upon the government’s failure to produce a “business impact estimate” document as part of its ordinance adoption process. A “business impact estimate” is a summary containing various staff- or consultant-produced figures that reflect how a local government believes a proposed new ordinance will impact local businesses in the community. The estimate must be published on the local government’s website and include certain required information, such as the proposed ordinance’s purpose, estimated economic impact on businesses, and compliance costs.

Additionally, the Act imposes certain conditions on lawsuits brought by any party to challenge the legal validity of local ordinances as preempted by state law, arbitrary, or unreasonable. In these cases, the Act:

- Requires the local government to suspend enforcement of an ordinance subject to such legal challenge, under certain circumstances;
- Requires the court to give those cases in which enforcement of the ordinance is suspended priority over other pending cases and render a preliminary or final decision as expeditiously as possible; and,



- Provides that a court may award up to \$50,000 in attorney fees to a prevailing plaintiff who successfully challenges an ordinance as arbitrary or unreasonable.

If a court invalidates an ordinance for being arbitrary or unreasonable, or potentially, for the government's failure to generate a business impact estimate, this ruling may result in imposition of attorneys' fees against a city if an ordinance is later determined to be arbitrary or unreasonable.

The Act also provides that properly noticed consideration of a proposed ordinance may be continued to a subsequent meeting under certain circumstances without further publication, mailing, or posted notice. This part of the Act countermands a recent Fourth District Court of Appeals ruling requiring re-advertising under the prior law.

### **Specific Bill Analysis**

**Section 1:** Prevailing plaintiff attorney fees authorized in certain actions challenging local ordinances (modifies § 57.112, F.S.)

- Courts may award attorney fees, costs, and damages to a prevailing plaintiff who challenges an ordinance for being arbitrary or unreasonable.
- Fees, costs, and damages are capped at \$50,000. No recovery of fees for litigating amount of fees. No double recoveries for claims involving the same ordinance. This section applies only to ordinances adopted on or after October 1, 2023. Amendments to existing ordinances are subject to this section only to the extent the amendatory language gives rise to the claim.
- Does not appear to change standing requirements for challenging ordinances enacted pursuant to a local government's police powers. *See Boucher v. Novotny*, 102 So. 2d 132, 134-35 (Fla. 1958) (requiring special damages differing in kind from damages suffered by the community as a whole); *Renard v. Dade County*, 261 So. 2d 832 (Fla. 1972); *Jack Eckerd Corp. v. Michels Island Village Pharmacy, Inc.*, 322 So. 2d 57 (Fla. 2d DCA 1975).
- Does not appear to change the standard of judicial review or the required burden of proof. (Ordinances are presumed valid and constitutional. An ordinance that is within the legislative power of a county or municipality is presumed to be valid. *See Panama City Beach Community Redevelopment Agency v. State*, 831 So. 2d 662, 669 (Fla. 2002); *Orange County v. Costco Wholesale Corp.*, 823 So. 2d 732, 736 (Fla. 2002); *Lowe v. Broward County*, 766 So. 2d 1199, 1203-04 (Fla. 4th DCA 2000). A court is required to indulge every reasonable presumption in favor of an ordinance's constitutionality. *Miami Dade County v. Malibu Lodging Investments, LLC*, 64 So 3d 716, 719 (Fla. 3d DCA 2011); *Hoesch v. Broward County*, 53 So. 3d 1177, 1180 (Fla. 4th DCA 2011); *City of Kissimmee v. Florida Retail Federation*, 915 So. 2d 205, 209 (Fla. 5th DCA 2005).)

- Where an ordinance is challenged on the grounds of unreasonableness or unconstitutionality, the burden is on the person alleging its invalidity to establish that fact. *Orange County v. Costco Wholesale Corp.*, 823 So. 2d 732, 736 (Fla. 2002).
- Fee award appears to be discretionary ("may").
- Does not appear to change the definition or application of the legal term of art "arbitrary or unreasonable."

**Note:** All ordinances enacted pursuant to an exercise of a local government's police power must be reasonable and not arbitrary. *Classy Cycles, Inc. v. Panama City Beach*, 301 So. 3d 1046, 1051 (Fla. 1st DCA 2019) ("The modern test [of the validity of an ordinance] is an application of the rational basis test, which requires that the ordinance in question be reasonable and not arbitrary."); *Bal Harbour Village v. Welsh*, 879 So. 2d 1265, 1267 (Fla. 3d DCA 2004). Courts use the "fairly debatable" test in determining the reasonableness of an ordinance. *D.R. Horton, Inc. - Jacksonville v. Peyton*, 959 So. 2d 390, 398 (Fla. 1st DCA 2007); *Martin County v. Section 28 Partnership, Ltd.*, 772 So. 2d 616, 619 (Fla. 4th DCA 2000), *cert. denied* 534 U.S. 1114 (2002). This is a highly deferential standard because citizens of a municipality should be able to determine through the city's proper officials "what rules are necessary for their own local government." *State v. Sawyer*, 346 So. 2d 1071, 1072 (Fla. 3d DCA 1977), *cert. denied* 436 U.S. 914 (1978); *Sarasota County v. Walker*, 144 So. 2d 345, 348 (Fla. 2d DCA 1962). If the object of an ordinance is one that reasonable people would find fairly debatable as to its reasonableness, the ordinance will be upheld. *Id.*; *Hardage v. City of Jacksonville Beach*, 399 So. 2d 1077, 1079 (Fla. 1st DCA 1981). If reasonable argument exists on the question of whether an ordinance is arbitrary or unreasonable, the legislative will must prevail. *City of Miami v. Kayfetz*, 92 So. 2d 798 (Fla. 1957).

**Sections 2 (counties) & 5 (municipalities):** Continuance of properly noticed ordinance to a subsequent meeting.

- Creates a new subsection 7 in § 125.66 and new paragraph (d) in § 166.041(3), F.S., to clarify that consideration of a proposed ordinance at a meeting properly noticed under § 125.66 and § 166.041 may be continued to a subsequent meeting if, at the meeting, the date, time, and place of the subsequent meeting is publicly stated. No further publication, mailing, or posted notice is required but the continued consideration must be listed in an agenda or similar communication produced for the subsequent meeting.
- The bill specifies this clarification is remedial in nature. This revision was prompted by a recent decision by the Fourth District Court of Appeal in *Testa v. Town of Jupiter Island*, 360 So. 3d 722 (Fla. 4th DCA 2023).

**Sections 3 (counties) & 6 (municipalities):** Requires counties and municipalities to prepare a "Business Impact Estimate" prior to enacting ordinances:

- Requires cities and counties to prepare a "business impact estimate" before adoption of an ordinance.
- The use of an accountant or other financial professional is not required.
- The estimate must be posted on the local government's website no later than the date the ordinance is published.
- The estimate must include:
  - A summary of the ordinance and its public purpose;
  - A reasonable estimate of the direct economic impact of the ordinance on private, for-profit businesses in the local government, including any direct compliance costs the businesses may incur;
  - Identification of any new charge or fee on the businesses;
  - An estimate of the local government's regulatory costs including any revenues associated with any new charges or fees;
  - The estimated number of businesses impacted; and
  - Any additional information the local government deems useful.
- Exemptions from business impact estimate requirements appear broad but are undefined and will be subject to judicial interpretation as the law matures. Exemptions include:
  - Ordinances required to comply with federal or state laws or regulations;
  - Ordinances relating to the issuance or refinancing of debt;
  - Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
  - Ordinances required to implement a contract or agreement, including grants or financial assistance;
  - Emergency ordinances;
  - Ordinances relating to procurement;
  - Ordinances enacted to implement Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits;

- Ordinances implementing Sections 190.005 and 190.046 (relating to community development districts);
  - Ordinances implementing Section 553.73 of the Florida Building Code; and
  - Ordinances implementing Section 633.202 of the Florida Fire Prevention Code.
- The bill does not appear to provide a legal mechanism or cause of action for a person to challenge the sufficiency of the business impact estimate, other than a direct challenge to the ordinance's sufficiency alleging arbitrariness or unreasonableness.
  - The bill uses the term "reasonable" as a modifier in several places, suggesting the local government simply make a reasonable good faith (i.e., honest) effort to address the law's minimum criteria.
  - The Act does not expressly specify consequences for failure to prepare a business impact estimate when required. The requirement to prepare the estimate is established as a new Paragraph (4) in Section 166.041, entitled "Procedures for adoption of ordinances and resolutions", and Paragraph (3) in Section 125.66 entitled "Ordinances; enactment procedure." Presumably then, preparation and posting of the business impact estimate should be treated by local governments as a mandatory procedural requirement that is essential to the validity of the ordinance, *See, e.g., Parsons v. City of Jacksonville*, 295 So. 2d 892 (Fla. 1st DCA 2020); *Coleman v. City of Key West*, 807 So. 2d 84 (Fla, 3d DCA 2001); *Healthsouth Doctors' Hospital, Inc. v. Hartnett*, 622 So. 2d 146 (Fla. 3d DCA 1993).
  - The Act does not appear to require use of a specific form or method (other than stating minimum requirements to be included) and it does not appear to specify the level of detail that must be provided for each criterion. In the absence of express requirements for detail, a set of brief concise statements with relevant information that a reasonable mind would consider sufficient to make basic conclusions regarding the various subjects should be enough. *See, e.g., Hayes v. Monroe County*, 337 So. 3d 442, 445-46 (Fla. 3d DCA 2022); *DeGroot v. Sheffield*, 95 So. 2d 912 (Fla. 1957).

**Note:** Regarding municipal staff's role in preparing a business impact estimate, it seems to be well settled in Florida that words spoken or written by public servants in legislative activities are protected by absolute privilege from liability, nor is it questioned in Florida that such absolute immunity extends to county and municipal officials in legislative or quasi-legislative activities. *McNayr v. Kelly*, 184 So. 2d 428 (Fla. 1966); *Hauser v. Urchin*, 231 So. 2d 6 (Fla. 1970). Staff should feel free to express appropriate information regarding economic impacts.

- The bill does not prevent local governments from providing additional information in the business impact estimate, such as potential positive fiscal impacts on other constituent groups.

**Sections 4 (counties) and 7 (municipalities): Suspension of ordinance enforcement**

- The local government must suspend enforcement of an ordinance that is the subject of an action alleging the ordinance is expressly preempted, arbitrary, or unreasonable if:
  - *The action is filed no later than 90 days after ordinance adoption;*
  - *The plaintiff requests suspension in the initial complaint or petition; and*
  - *The local government has been served a copy of the complaint or petition.*
- If the local government prevails in the action and the plaintiff appeals, the local government may begin enforcing the ordinance 45 days after entry of the lower court order unless the plaintiff obtains a stay.
- Directs courts to "prioritize" cases in which ordinance enforcement has been suspended.
- Authorizes a court, on its own or upon motion of a party, to impose sanctions if a pleading, motion, or other paper is signed or filed for an improper purpose.
- Certain ordinances are exempt from the new suspension rule:
  - Ordinances required to comply with federal or state laws or regulations;
  - Ordinances relating to the issuance or refinancing of debt;
  - Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
  - Ordinances required to implement a contract or agreement, including grants or financial assistance;
  - Emergency ordinances;
  - Ordinances relating to procurement;
  - Ordinances enacted to implement Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits;
  - Ordinances implementing Sections 190.005 and 190.046 (relating to community development districts);
  - Ordinances implementing Section 553.73 of the Florida Building Code; and

- Ordinances implementing Section 633.202 of the Florida Fire Prevention Code.

**Ultimate Advice**

Given the background of this act, the lack of judicial interpretations, and the potential exposure for attorneys' fees, we recommend the following be implemented for ordinances to be adopted on or after October 1, 2023:

- (a) Perform a business impact statement for all ordinances falling outside of the law's express exemption categories.
- (b) Designate an appropriate member of the City's staff to generate business impact statements or consider contracting with either a private consultant or the appropriate regional planning council to generate business impact statements.
- (c) Ensure that each new ordinance expressly references and includes therein the business impact statement generated for the same. For exempt ordinances, ensure that any possible exemption from the impact statement requirement be recited in the ordinance's recitals or "whereas" clauses.
- (d) Adopt a resolution implementing the statute as a matter of municipal policy, acknowledging and not waiving exemption from the statute, and include a user fee to recoup the costs of preparing business impact statements from private parties that may seek adoption of certain ordinances.

Please let us know if you have any questions.

**AGENDA ITEM 7: BUSINESS IMPACT ESTIMATE POLICY**

INFORMATION ONLY

ACTION REQUESTED

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**ISSUE:** The Town Commission will consider approval of a Resolution adopting a Business Impact Estimate Policy pursuant to Section 166.041(4), Florida Statutes (2023).

**ATTACHMENTS:**

Resolution No. 23-27

**ANALYSIS:** Effective October 1, 2023, CS/CS/SB 170, Chapter 2023-309, Laws of Florida, amends Section 166.041 of the Florida Statutes to require preparation of a "business impact estimate" before adoption of a new municipal ordinance. A "business impact estimate" is a written document that contains specific information relevant to the local business community such as:

- A summary of the proposed new municipal ordinance
- An estimate of the direct economic impact of the proposed new municipal ordinance on private, for-profit, businesses;
- An estimate of direct compliance costs that businesses may incur if the proposed new municipal ordinance is adopted;
- Identification of new charges and fees imposed on businesses subject to the proposed new municipal ordinance;
- An estimate of expected regulatory costs and revenues; and
- A good faith estimate of the number of businesses impacted by the proposed new municipal ordinance.

The new business impact estimate statute does not apply to several categories of municipal ordinances such as: (a) ordinances required for compliance with state or federal law; (b) ordinances relating to debt; (c) ordinances relating to the adoption of budgets and revenue sources; (d) ordinances required to implement a contract or agreement; (e) emergency ordinances; (f) procurement ordinances; and (g) ordinances that implement growth policy, planning and land development regulation. The new statute also does not apply to ordinances that implement the Florida Building Code or the Florida Fire Prevention Code.

To ensure compliance with the new business impact estimate statute, a "Business Impact Estimate Policy" has been drafted and attached to proposed Resolution 23-27 as Exhibit

**Town Commission Meeting  
September 26, 2023**

"A". The policy tracks the language of CS/CS/SB 170 and would require that a business impact estimate be prepared for every non-exempt ordinance introduced before the Town Commission after October 1, 2023. The policy also fills in certain gaps left in the statutory language and requires estimates of economic impact, compliance costs, charges or fees, regulatory costs, revenues, and likely number of impacted businesses generated by Town Staff to be the product of reasonable and honest efforts (i.e., a "good faith" effort) to convey appropriate and relevant information.

The policy would also require private parties that propose, request, or sponsor a new non-exempt municipal ordinance to generate a business impact estimate at private expense or permit assessment and payment of a "pass through charge" equal to the Town's cost to generate an estimate at public expense. The policy reserves authority to the Town Commission to waive a pass through charge in its discretion.

**STAFF RECOMMENDATION:** (a) Approve Resolution 23-27; (b) Establish the Business Impact Estimate Policy; and (c) Authorize the Mayor and other Town officials to execute the same, and the Town Manager and/or her designee to take all other necessary actions related thereto.





# TOWN COMMISSION MEETING

September 26, 2023 at 6:30 PM

Item 8.

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<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, RFP 23-05, LAKE MARIE PEDESTRAIN/BIKE TRAIL BRIDGE REPLACEMENT
<b>SUBJECT:</b>	The Town Commission will consider the bid received for RFP 23-05
<b>STAFF ANALYSIS:</b>	Town Staff received one bid for RFP 23-05 from JCR Construction & Services, LLC for the replacement Lake Marie Pedestrian/bike trail bridge replaced
<b>FISCAL IMPACT:</b>	\$124,159.08
<b>STAFF RECOMMENDATION:</b>	Staff does not recommend that we move forward with RFP 23-05. We request the opportunity to revamp this bid to allow this project to move forward with a second bid process.
<b>ATTACHMENTS:</b>	RFP 23-05 JCR Construction bid packet



**BID FORM**

**FY 2023-2024 Lake Marie Pedestrian/ Bike Trail Bridge Replacement**

RETURN DATE: 09/13/2023 4:00 PM.  
 RETURN TO: Office of the Town Clerk  
 Attn: RFP 23-05  
 Town of Dundee  
 P.O. Box 1000  
 202 East Main Street  
 Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.	Please see attached document			
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	

**Bid Alternate**

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				

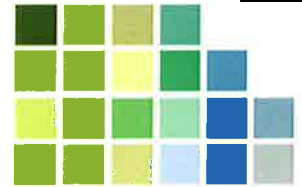
**ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:**

Company Submitting Bid: JCR Construction & Services, LLC  
 Company Address: 3804 Block Pine Rd  
 Company City: Lakeland State: FL Zip: 33810  
 Company Phone Number: (863) 660-4704 Fax Number: \_\_\_\_\_  
 Authorized Representative: Tammy McCue  
 Signature: [Signature] Date: 9-11-23  
 Print Name: Harold Payan Phone Number: (863) 660-4704  
 Title: owner / president

**NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.**

JCR Construction & Services LLC.  
 3804 Block Prine Rd  
 FL 33810  
 jcrconstructionservices@gmail.com

Item 8.



**ADDRESS**

Town Of Dundee, RFP-23-05  
 Lake Marie Pedestrian/ Bike Trail  
 Bridge Replacement

ESTIMATE # 4057

DATE 09/11/2023

ACTIVITY	QUANTITY	RATE	AMOUNT
<b>Service</b> Remove and dispose existing wood bridge, Clean all vegetation and leave the existing concrete slabs cleaned in preparation for next bridge.	1	3,752.00	3,752.00
<b>Service</b> Cut the entrance and the exit of the existing bridge concrete slabs around 10 feet long on each section. This is because the existing sidewalk needs to be readjust for th height in the new bridge . Also the existing sidewalk is damage	1	2,800.00	2,800.00
<b>Service</b> Provide safety barriers to make sure no one can get hurt in while the bridge is off. Provide the new bridge.Pour concrete sidewalk in preparation of the new bridge.	1	1,852.00	1,852.00
<b>Services</b> Our estimate below defines our scope of work for the pedestrian bridges on the project. The scope will include all structural engineering associated with the bridge and issue a PE stamped design package. In addition, We will handle all manufacturing of the bridges. The bridge structures and all associated designs will be in adherence to design standards for bridge structures. See below for further breakdown of our scope of work: Structural Engineering: Included <ul style="list-style-type: none"> <li>• PE Stamped Design &amp; Calculation Package for the Bridges</li> <li>B1 Manufacturing: \$62000.00 dollars each</li> <li>• Qty (1) 6' x 31' Pedestrian Bridge</li> <li>• Bridge Design and Member Size is Based on Bridge Stamped Design</li> <li>• Aluminum 6061-T6 Mill Finish</li> <li>• Beam Configuration</li> <li>o Floating dock anchoring hardware or cables. THE FINAL ATTACHEMENT WILL BE DEFINE ONCE WE REMOVE THE</li> </ul>	1	62,000.00	62,000.00

ACTIVITY	QUANTITY	RATE	
EXISTING ONE AND WILL KNOW WHAT IS UNDER THE EXISTING BRIDGE. <ul style="list-style-type: none"> <li>• Composite Decking</li> <li>• 4' removable rail end to close bridge included</li> <li>• Qty (2) Poly Tub</li> <li>• Three line safety railing 42" tall</li> <li>• 90 PSF Live Load</li> <li>• Freight to Project Site</li> </ul>	1	18,500.00	18,500.00
<b>Service</b> <ul style="list-style-type: none"> <li>• Qty (1) 4' x 10' Pedestrian Bridge</li> <li>• Bridge Design and Member Size is Based on Bridge Brothers Stamped Design</li> <li>• Aluminum 6061-T6 Mill Finish</li> <li>• Beam Configuration</li> <li>o Floating Dock anchoring hardware and cables by others</li> <li>• Composite Decking</li> </ul>	1	7,000.00	7,000.00
<b>Service</b> Each Bridge Span Delivered in 1 piece- (Estimated Freight \$7,000)NOTE: THIS WILL BE SUBJECT TO CHANGE. THIS IS TH MAXIMUM THE BRIDGE MANUFACTURER CHARGE FOR DELIVERY. WE WILL ADJUST PRICE AT THE END OF THE JOB.	1	16,800.00	16,800.00
<b>Material &amp; service</b> Installation of the bridge.	1	0.00	0.00
<b>Service</b> Project Timeline: <ul style="list-style-type: none"> <li>• Structural &amp; Civil Designs</li> <li>o 8-10 Weeks</li> <li>• Manufacturing &amp; Freight</li> <li>o 20 Weeks * From Approved Drawings and Steel Mill Rolling</li> </ul>			
PAYMENT SCHEDULE 50% ONCE WE SIGN CONTRACT. PAYMENT OF 30% ONCE THE BRIDGE WILL DELIVER. PAYMENT OF 20% AT THE END OF THE JOB.			
<b>Overhead</b> 12% of overhead	1	11,455.08	11,455.08

TOTAL **\$124,159.08**

Accepted By

Accepted Date

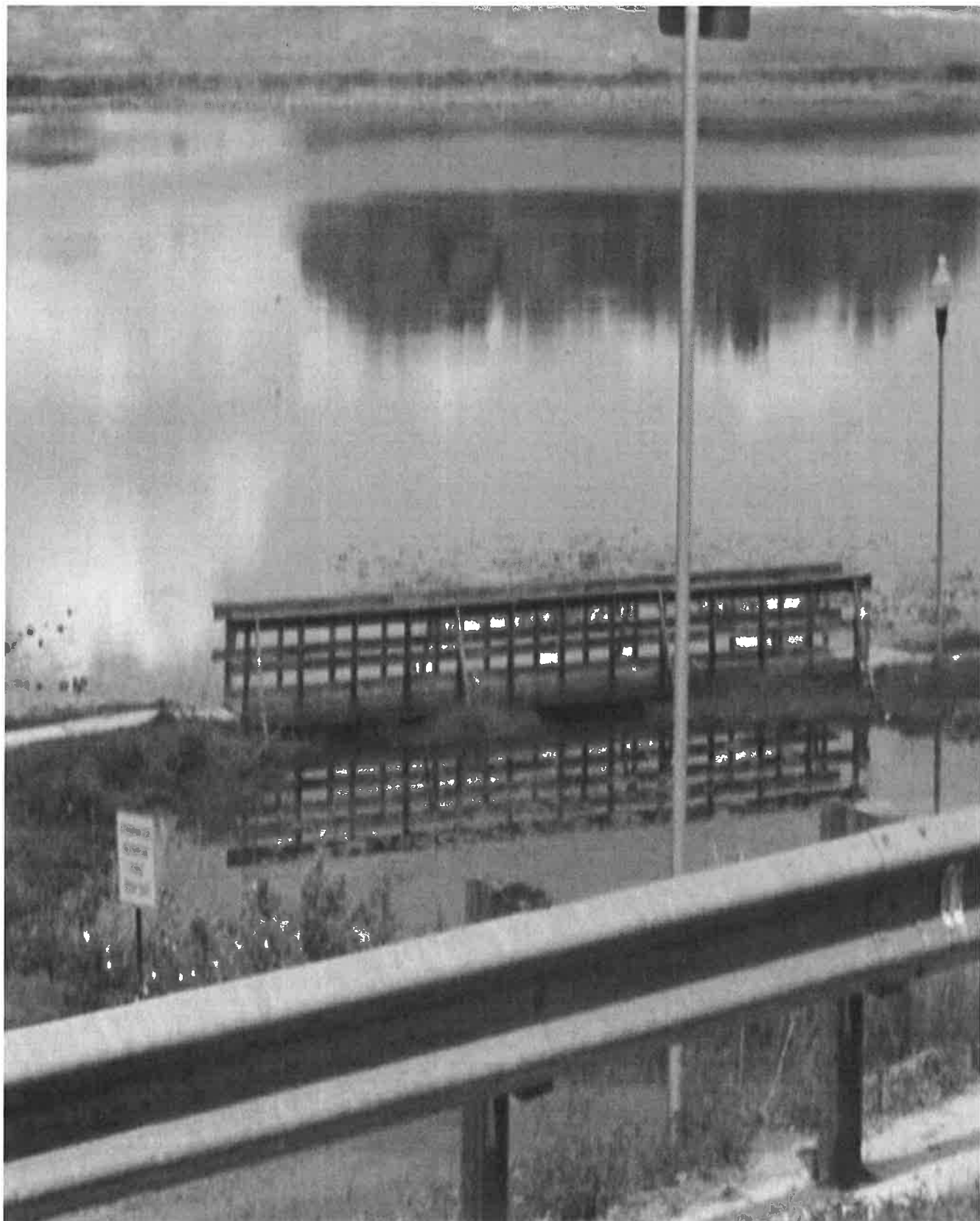
EXHIBIT - A

# Town Of Dundee



All Aluminum Floating Dock  
(Using Poly Floats)

EXHIBIT - B



**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

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

Company Name JCR Construction & Services, LLC

Signature [Handwritten Signature]

Date: 9-11-23

Printed Name Jarold Payne

Title owner / President

PRIVATE PROVIDER FIRM \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11 DAY OF September 2023

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME  Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: Tammy Raulerson McCue

PRINT: Tammy Raulerson McCue



**Tammy Raulerson McCue**  
Notary Public  
State of Florida  
Comm# HH434617  
Expires 8/16/2027



**NONCOLLUSION AFFIDAVIT OF BIDDER**

State of Florida

County of Polk

I Harold Payan ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is owner/President (insert job title) of DCR Construction & Services LLC (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11 DAY OF September, 20 23

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME  Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: Tammy Raulerson McCue

PRINT: Tammy Raulerson McCue



Tammy Raulerson McCue  
Notary Public  
State of Florida  
Comm# HH434617  
Expires 8/16/2027



**CERTIFICATION OF DRUG-FREE WORKPLACE**

I David Ryan ("Undersigned"), certify that:

- (1) Undersigned is President/owner (insert job title) and duly authorized to act on behalf of the Contractor ACE Construction & Services, LLC that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
  - (a) 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.
  - (b) 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.
  - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - (d) In the statement specified in subsection (a), 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 of the Florida Statutes 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.
  - (e) 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.
  - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, JCR Construction & Services LLC, acknowledges, understands, and complies fully with the above requirements.

DATE: 9. 17 -23 NAME OF ENTITY: JCR Construction & Services, LLC

PHONE/FAX: (863) 660-4704

ADDRESS: 3804 Black Pine Rd  
Lakeland, FL 33810

SIGNATURE: 

PRINT NAME: Jacob D Payan

**SALES TAX SAVINGS FORM**

**CONTRACT NUMBER:** RFP 23-05

**NAME OF PROJECT:** Lake Marie Pedestrian/Bike Trail  
Bridge Replacement

<b>MATERIALS</b>	<b>(1) Amount in Contract</b>	<b>(2) Sales Tax</b>	<b>(3) Net Amount</b>

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

RFP 23-05

Lake Marie Pedestrian/ Bike Trail Bridge Replacement

The approximate timeline for this project is 180 days.

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
**JCR Construction and Services LLC**  
3804 Block Prine Road,  
Lakeland, FL 33810

as Principal, hereinafter called the Principal, and  
**The Ohio Casualty Insurance Company**  
9721 Executive Center Drive, Suite 105  
St. Petersburg, FL 33702

a corporation duly organized under the laws of the State of **NH**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
**The Town of Dundee, Florida**  
202 E. Main Street, PO Box 1000  
Dundee, FL 33838

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for  
the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for  
**Lake Marie Pedestrian / Bike Trail Bridge Replacement; Bid No. 23-05**  
**Lake Marie Park - Dundee, FL 33838**

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

*Signed and sealed September 12, 2023*

\_\_\_\_\_  
JCR Construction and Services LLC

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
The Ohio Casualty Insurance Company

\_\_\_\_\_  
David B. Shick, Attorney-In-Fact and  
Licensed FL Resident Agent #A241176



Seal No. 7503





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

Item 8.

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

Certificate No: 8205203-969456

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich, David B. Shick

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.



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

By: David M. Carey

David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella

Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12 day of September, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/05/2024 Item 8.

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

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

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):	
	<b>E-MAIL ADDRESS:</b> support@nextinsurance.com	
<b>INSURED</b> JCR Construction & Services LLC 3804 Block Pine Rd Lakeland, FL 33810	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> State National Insurance Company, Inc.	<b>NAIC #</b> 12831
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 996080083      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXT3J3FXLR-00-GL	05/27/2023	05/27/2024	EACH OCCURRENCE	\$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$100,000.00	
							MED EXP (Any one person)	\$15,000.00
							PERSONAL & ADV INJURY	\$1,000,000.00
							GENERAL AGGREGATE	\$2,000,000.00
							PRODUCTS - COMP/OP AGG	\$2,000,000.00
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Errors and Omissions	X		NXT3J3FXLR-00-GL	05/27/2023	05/27/2024	Each Occurrence:	\$25,000.00
							Aggregate:	\$50,000.00

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

The Certificate Holder is Town of Dundee. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> Town of Dundee 202 E Main St Dundee, FL 33838	<b>LIVE CERTIFICATE</b>  Click or scan to view	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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CLIENT REFERENCES

City of Lakeland

Lakeland Linder International Airport

3900 Don Emerson Drive Suite 210

Lakeland, FL 33813

Linda Alsbaugh 863-834-6780

Interior Office Repairs 3240 Flightline Dr Bid #3060

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Auburndale Warehouse 615 McKean St, Auburndale

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Twin Lakes Apartments 330 Twin Lakes Blvd., Lake Wales

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Grove Plaza 5617 Wesley Grove Blvd, New Port Richey

**\*\*Please see attached Purchase Order and Experience History Work Sheets\*\***

# Experience History Work Sheet

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\*College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: <b>Medeiros Construction LLC</b>	Dates Employed (mm/yyyy to mm/yyyy):
<b>7243 Donna Dr, New Port Ritchey, FL, 34652</b>	Employer Phone Number: <b>7274842897</b>
Name of qualifying contractor for employer: <b>Jason Medeiros</b>	License number of qualifying contractor: <b>CGC1510383</b>
Email: <b>G.jason.Medeiros@gmail.com</b>	Dates on Project (mm/yyyy to mm/yyyy):

- Foundation/Slabs greater than 20k sqft.  Masonry walls  Steel erection
- Column erection  Formwork for structural reinforced concrete  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Auburndale Warehouse

Complete Project Address: 615 McKean St, Auburndale FL, 33823

Your job title on the project:

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervising the day and day operation ordering inspections and managing the entire project with inspectors and working crews. Report back to the GC on timely matter and make sure job was on schedule.

New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

Jason hired my company to perform this job as a subcontractor. I was the project manager during the length of the project. Project duration was 6 months from planning to completion. The project consisted on building an office addition (6k) and erecting a 180 ft 2h raftering fire proof wall. This project included columns, footing and erecting a net to avoid insects going from one side to the other in the existing warehouse.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature:  Date: 08/08/2021

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

# Experience History Work Sheet

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\*College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: <b>Medeiros Construction LLC</b>  7243 Donna Dr, New Port Ritchey, FL, 34652	Dates Employed (mm/yyyy to mm/yyyy):  Employer Phone Number: <b>7274842897</b>
Name of qualifying contractor for employer: <b>Jason Medeiros</b>	License number of qualifying contractor: <b>CGC1510383</b>
Email: <b>G.jason.Medeiros@gmail.com</b>	Dates on Project (mm/yyyy to mm/yyyy):

- Foundation/Slabs greater than 20k sqft.
  Masonry walls
  Steel erection  
 Column erection
  Formwork for structural reinforced concrete
  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Twin lakes apartment complex

Complete Project Address: 330 Twin Lakes Blvd, Lake Wales , FL, 33853

Your job title on the project:

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervising the day and day operation ordering inspections and managing the entire project with inspectors and working crews. Report back to the GC on timely matter and make sure job was on schedule.

New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

Jason hired my company to perform this job as a subcontractor. I was the project manager during the length of the project. Project duration was 6 months from planning to completion. The project consisted on an two stories apartment building demolition and prepare the lot for an new building to be on site.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature:  Date: 02/08/2023

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

# Experience History Work Sheet

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\*College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: <b>Medeiros Construction LLC</b> 7243 Donna Dr, New Port Ritchey, FL 34652	Dates Employed (mm/yyyy to mm/yyyy): 10/2020-06/2021 Employer Phone Number: 727-484-2897
Name of qualifying contractor for employer: <b>Jason Medeiros</b>	License number of qualifying contractor: CGC1510383
Email: <b>g.jason.medeiros@gmail.com</b>	Dates on Project (mm/yyyy to mm/yyyy): 10/2020-06/2021

- Foundation/Slabs greater than 20k sqft.  Masonry walls  Steel erection  
 Column erection  Formwork for structural reinforced concrete  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Grove Plaza

Complete Project Address: 5617 Wesley Grove Blvd

Your job title on the project:

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervise labor to form structural concrete foundations with steel cages and plates. Supervise steel column erection, welding to plates.

New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

New commercial retail plaza, single story, steel structure on concrete foundation, 31,000 sq ft.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature:  Date: 02/08/2023

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

d. Exhibit "D", City's Cost Proposal

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

19. **NOTICES.** All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor:

JCR Construction & Services, LLC  
3804 Black Pine Road  
Lakeland, Florida 33810

As to City:


Lakeland Linder International Airport  
3900 Don Emerson Drive, Suite 210  
Lakeland, FL 33811

IN WITNESS WHEREOF, the parties herein have executed this Agreement for interior office repairs pursuant to ITB No.3060 as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

JCR CONSTRUCTION & SERVICES, LLC

\_\_\_\_\_  
H. William Mutz, Mayor

  
\_\_\_\_\_  
President (Signature)  
Jarold Pagan  
\_\_\_\_\_  
President (Printed Name)

ATTEST:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

[Corporate Seal] 

ATTEST:

By: \_\_\_\_\_  
(Attesting Witness' name/title)



**PURCHASING & STORES  
DIVISION**

<b>VENDOR</b> JCR CONSTRUCTION & SERVICES LLC 3804 BLOCK PRINE RD LAKELAND, FL 33810 United States		<b>SHIP TO</b> Lakeland Linder International Airport 3900 Don Emerson Drive, Suite 210 Lakeland, FL 33813 United States		<b>Purchase Order</b> ORDER NUMBER 293586 REVISION 0 PAGE NUMBER 1	
<b>BILL TO</b> City of Lakeland City Hall Accounts Payable 228 South Massachusetts Ave Lakeland, FL 33801 Email: cityhallAP@lakelandgov.net		<b>Reply To:</b> Purchasing & Stores Division 1140 E. Parker Street Lakeland, Florida 33801 Phone: 863.834.6780 Fax: 863.834.6777 TDD: 863.834.8333 Email: purch@lakelandgov.net			
<b>QUESTIONS? CONTACT:</b> Herber, Sharon A		<b>F.O.B. Destination</b>			
<b>VENDOR #</b> 136239		<b>REVISED DATE/BUYER</b> 27-MAR-23 L Alsbaugh			
<b>PAYMENT TERMS</b> Net 30		<b>SHIP VIA BEST WAY</b>		<b>CONFIRM TO/TELEPHONE ()</b>	

ITEM	PART NUMBER/DESCRIPTION	PROMISED BY	QUANTITY	UNIT	UNIT PRICE	LINE TOTAL
1	Interior Office Repairs at 3240 Flightline Drive - BID# 3060			LOT		78,413.05
					<b>TOTAL</b>	78,413.05

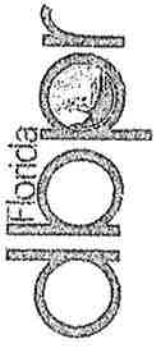
No federal excise or state sales tax shall be included in price.  
State Sales Tax Certificate # 85-8012621615C-3  
Federal Exemption # 59-6000354

This purchase order is subject to City of Lakeland's standard terms and conditions contained on the Purchasing Division's website at [www.lakelandgov.net/departments/purchasing/](http://www.lakelandgov.net/departments/purchasing/), which are hereby incorporated by reference and made a part hereof.

Mark D. Raiford, Purchasing Manager

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**PAYAN, JAROLD**

JCR CONSTRUCTION & SERVICES LLC  
1508 STACY DR  
LAKE LAND FL 33801

LICENSE NUMBER: CBC1265799

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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



**POLK COUNTY LOCAL BUSINESS TAX RECEIPT**      **EXPIRES: 09/30/2024**

**CLASS: B+**

**ACCOUNT NO. 175316**

**LOCATION**

**1508 STACY DR  
LAKELAND**

**OWNER NAME**

**JAROLD PAYAN**

**ACTIVITY TYPE**

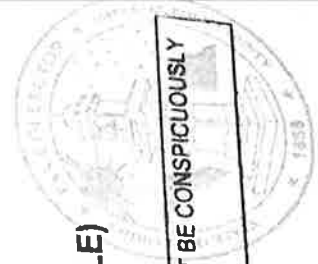
**230080 CONTRACTOR BUILDING  
230080 CONTRACTOR BUILDING**

**BUSINESS NAME AND MAILING ADDRESS**

**JCR CONSTRUCTION & SERVICES LLC  
JCR CONSTRUCTION & SERVICES "LLC"**

**1508 STACY DR  
LAKELAND, FL 338012759**

**PROFESSIONAL LICENSE (IF APPLICABLE)  
DBPR CBC1265799**



**THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY  
DISPLAYED AT THE BUSINESS LOCATION**

**OFFICE OF JOE G. TEDDER, CFC \* TAX COLLECTOR**

**JCR CONSTRUCTION & SERVICES LLC**

**PAID - 1679768 08/02/2023 LCH**

**LSC 57.75**



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**JCR CONSTRUCTION & SERVICES LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**3804 BLOCK PRINE RD**

Requester's name and address (optional)

6 City, state, and ZIP code

**LAKELAND FL 33610**

7 List account number(s) here (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number									
4	6	-	4	8	4	3	0	0	3

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Company ID Number: 2151601



Item 8.

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and JCR CONSTRUCTION SERVICES LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 2151601

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer’s use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer’s services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and





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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**ARTICLE III**  
**REFERRAL OF INDIVIDUALS TO SSA AND DHS**

**A. REFERRAL TO SSA**

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer’s Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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**Approved by:**

<b>Employer</b> JCR CONSTRUCTION SERVICES LLC	
<b>Name (Please Type or Print)</b> JAROLD PAYAN	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/17/2023
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/20/2023



Item 8.

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### Information Required for the E-Verify Program

Information relating to your Company:

Company Name	JCR CONSTRUCTION SERVICES LLC
Company Facility Address	3804 BLOCK PRINE ROAD LAKELAND, FL 33810
Company Alternate Address	
County or Parish	POLK
Employer Identification Number	464843003
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



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Item 8.

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1





Item 8.

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name JAROLD PAYAN  
Phone Number 8636604704  
Fax  
Email icrconstructionservices@gmail.com

Name Tammv L McCue  
Phone Number 8635955533  
Fax  
Email tammvlmccue@gmail.com



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Item 8.

This list represents the first 20 Program Administrators listed for this company.



# TOWN COMMISSION MEETING

September 26, 2023 at 6:30 PM

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**AGENDA ITEM TITLE:** DISCUSSION AND ACTION, RFP 23-06, VETERANS MEMORIAL DESIGN & INSTALLATION

**SUBJECT:** The Town Commission will consider the bid received for RFP 23-06

**STAFF ANALYSIS:** Town Staff received one bid for RFP 23-06 from JCR Construction & Services, LLC for Veterans Memorial Design & Installation

**FISCAL IMPACT:** \$41,888.00

**STAFF RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:** RFP 23-06  
JCR Construction bid packet



JCR Construction & Services LLC.  
 3804 Block Prine Rd  
 FL 33810  
 jcrconstructionservices@gmail.com

Item 9.



**ADDRESS**

Town Of Dundee  
 Veterans Memorial Design &  
 Installation  
 RFP NUMBER: 23-06

**ESTIMATE # 4058**

**DATE 09/11/2023**

ACTIVITY	QUANTITY	RATE	AMOUNT
<b>Service</b> Remove all vegetative soil and prepare the foundation where the memorial will be placed. The memorial weighs between 12,000 to 15,000 pounds and requires a footing to prevent sinking. Construct a frame for the roundabout and the sidewalk in preparation for the concrete installation. Pour the concrete for the sidewalk. Install the memorial marble stone. These revised instructions provide a clearer and more organized approach to the tasks involved in preparing and installing the memorial.	1	35,120.00	35,120.00
<b>Service</b> IF CUSTOMER PREFER DECORATIVE PAVERS WE CAN ALSO DO IT WITH AN ADDITIONAL \$2300.00 DOLLARS BECAUSE THE FILLER WE NEED TO BUY.	1	0.00	0.00
<b>Service</b> Sign and seals blue print for the footing and inspections	1	1,500.00	1,500.00
<b>Overhead</b> 15% of overhead  ONLY TWO PAYMENTS IN THIS JOB 50% WHEN WE SIGN CONTRACT. 50% WHEN WE FINNISH THE JOB. JOB SHOULD TAKE 5 WEEKS.	1	5,268.00	5,268.00

**TOTAL \$41,888.00**

Accepted By

Accepted Date



Sidewalk &  
walkaround area  
of monument

Example picture of  
pavers that can be  
laid for project an  
color





Example picture of  
pavers that can be  
varied and color



EXHIBIT – A

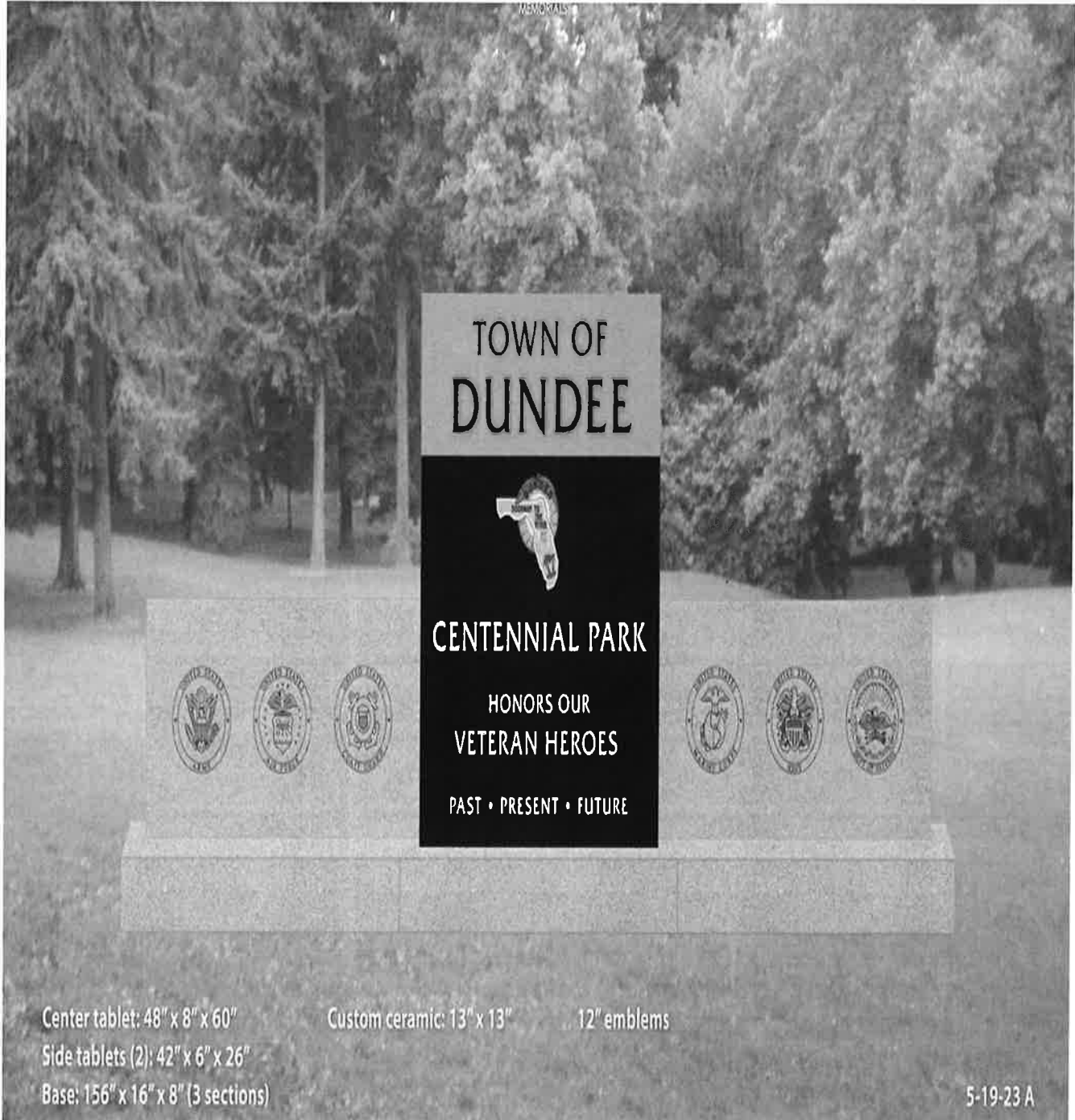
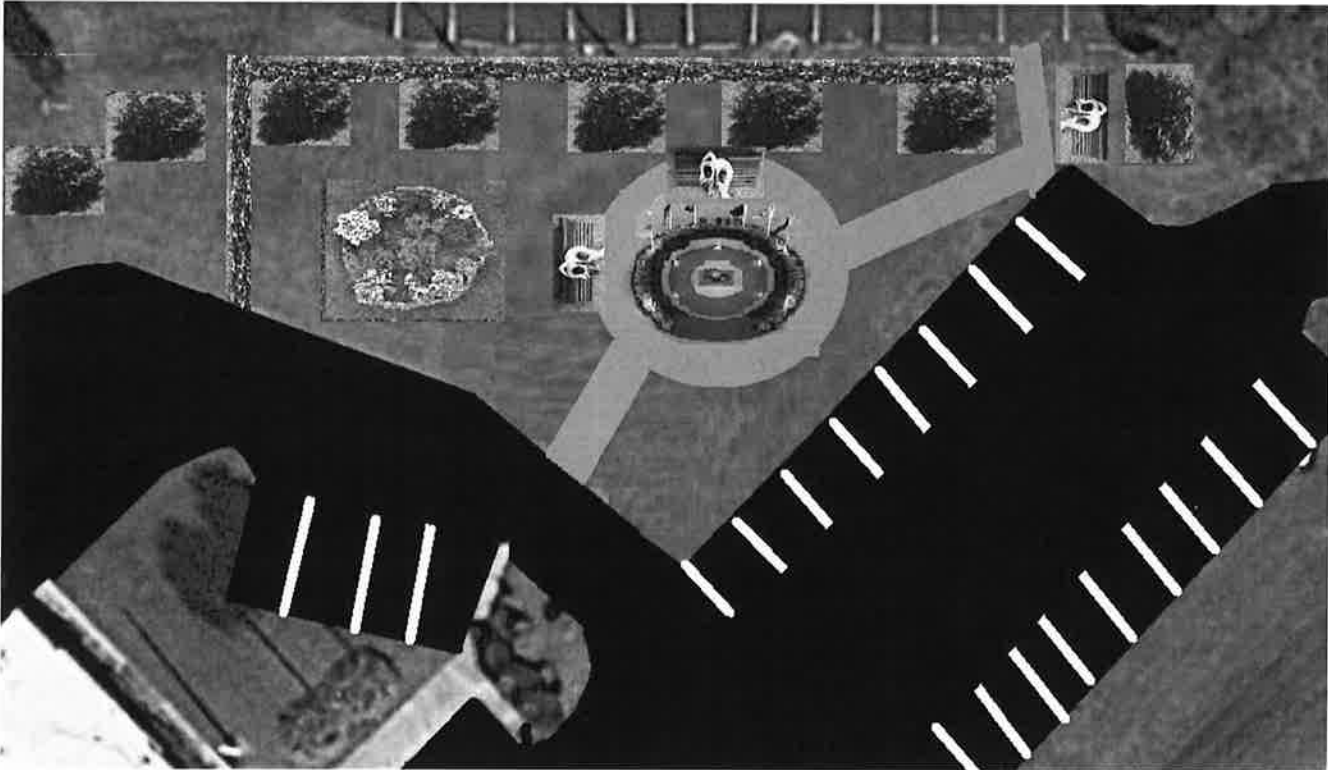




EXHIBIT – B



RFP 23-06

Veterans Memorial Design & Installation

The approximate timeline for this project is 45 days.

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
**JCR Construction and Services LLC**  
3804 Block Prine Road,  
Lakeland, FL 33810

as Principal, hereinafter called the Principal, and  
**The Ohio Casualty Insurance Company**  
9721 Executive Center Drive, Suite 105  
St. Petersburg, FL 33702

a corporation duly organized under the laws of the State of **NH**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
**The Town of Dundee, Florida**  
202 E. Main Street, PO Box 1000  
Dundee, FL 33838

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for  
the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for  
**Veterans Memorial Design & Installation; Bid No. 26-06**  
**124 Dundee Road, Dundee, FL 33838**

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

*Signed and sealed September 12, 2023*

\_\_\_\_\_  
JCR Construction and Services LLC

\_\_\_\_\_  
(Witness)



\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
The Ohio Casualty Insurance Company



\_\_\_\_\_  
David B. Shick, Attorney-In-Fact and  
Licensed FL Resident Agent #A241176



Seal No. 7503





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

Item 9.

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

Certificate No: 8205203-969456

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich, David B. Shick

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella, Notary Public

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

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12 day of September, 2023.



By: Renee C. Llewellyn, Assistant Secretary



**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

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

Company Name J.C.R Construction & Services, LLC

Signature [Handwritten Signature]

Date: 9-11-2023

Printed Name Jarold Payan

Title owner / President

PRIVATE PROVIDER FIRM \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11 DAY OF September 20 23

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME  Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: [Handwritten Signature: Tammy Raulerson McCue]

PRINT: Tammy Raulerson McCue



Tammy Raulerson McCue  
Notary Public  
State of Florida  
Comm# HH434617  
Expires 8/16/2027



**NONCOLLUSION AFFIDAVIT OF BIDDER**

State of Florida

County of Polk

I, Jarold Payan ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is owner/President (insert job title) of JCR Construction & Service LLC (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11 DAY OF September 20 23

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME  Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: Tammy Raulerson McCue

PRINT: Tammy Raulerson McCue



**Tammy Raulerson McCue**  
Notary Public  
State of Florida  
Comm# HH434617  
Expires 8/16/2027

**CERTIFICATION OF DRUG-FREE WORKPLACE**

I, Jarold Payan ("Undersigned"), certify that:

- (1) Undersigned is owner/President (insert job title) and duly authorized to act on behalf of the Contractor JCR Construction & Services LLC that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
  - (a) 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.
  - (b) 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.
  - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - (d) In the statement specified in subsection (a), 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 of the Florida Statutes 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.
  - (e) 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.
  - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, JCR Construction & Services, LLC, acknowledges, understands, and complies fully with the above requirements.

DATE: 9-11-2023 NAME OF ENTITY: JCR Construction & Services LLC

PHONE/FAX: (863) 660-4704

ADDRESS: 3804 Block Prine Rd.  
Lakeland, FL 33810

SIGNATURE: 

PRINT NAME: Harold Payan



### SALES TAX SAVINGS FORM

**CONTRACT NUMBER:** RF 23-06

**NAME OF PROJECT:** Veterans Memorial Design & Installation

<b>MATERIALS</b>	<b>(1) Amount in Contract</b>	<b>(2) Sales Tax</b>	<b>(3) Net Amount</b>

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.





**CLIENT REFERENCES**

City of Lakeland

Lakeland Linder International Airport

3900 Don Emerson Drive Suite 210

Lakeland, FL 33813

Linda Alsbaugh 863-834-6780

Interior Office Repairs 3240 Flightline Dr Bid #3060

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Auburndale Warehouse 615 McKean St, Auburndale

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Twin Lakes Apartments 330 Twin Lakes Blvd., Lake Wales

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Grove Plaza 5617 Wesley Grove Blvd, New Port Richey

**\*\*Please see attached Purchase Order and Experience History Work Sheets\*\***

# Experience History Work Sheet

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\* College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: <b>Medeiros Construction LLC</b>	Dates Employed (mm/yyyy to mm/yyyy):
<b>7243 Donna Dr, New Port Ritchey, FL, 34652</b>	Employer Phone Number: <b>7274842897</b>
Name of qualifying contractor for employer: <b>Jason Medeiros</b>	License number of qualifying contractor: <b>CGC1510383</b>
Email: <b>G.jason.Medeiros@gmail.com</b>	Dates on Project (mm/yyyy to mm/yyyy):

- Foundation/Slabs greater than 20k sqft.  Masonry walls  Steel erection
- Column erection  Formwork for structural reinforced concrete  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Auburndale Warehouse

Complete Project Address: 615 McKean St, Auburndale FL, 33823

Your job title on the project:

Your duties on the project: (Brief description of your day-to-day responsibility)


Supervising the day and day operation ordering inspections and managing the entire project with inspectors and working crews. Report back to the GC on timely matter and make sure job was on schedule.

New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

Jason hired my company to perform this job as a subcontractor. I was the project manager during the length of the project. Project duration was 6 months from planning to completion. The project consisted on building an office addition (6k) and erecting a 180 ft 2h ratting fire proof wall. This project included columns, footing and erecting a net to avoid insects going from one side to the other in the existing warehouse.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature:  Date: 08/08/2021

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

# Experience History Work Sheet

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\*College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: <b>Medeiros Construction LLC</b>	Dates Employed (mm/yyyy to mm/yyyy):
<b>7243 Donna Dr, New Port Ritchey, FL, 34652</b>	Employer Phone Number: <b>7274842897</b>
Name of qualifying contractor for employer: <b>Jason Medeiros</b>	License number of qualifying contractor: <b>CGC1510383</b>
Email: <b>G.jason.Medeiros@gmail.com</b>	Dates on Project (mm/yyyy to mm/yyyy):

- Foundation/Slabs greater than 20k sqft.  Masonry walls  Steel erection
- Column erection  Formwork for structural reinforced concrete  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Twin lakes apartment complex

Complete Project Address: 330 Twin Lakes Blvd, Lake Wales , FL, 33853

Your job title on the project:

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervising the day and day operation ordering inspections and managing the entire project with inspectors and working crews. Report back to the GC on timely matter and make sure job was on schedule.

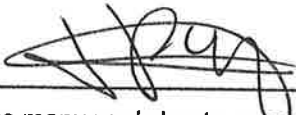
New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

Jason hired my company to perform this job as a subcontractor. I was the project manager during the length of the project. Project duration was 6 months from planning to completion. The project consisted on an two stories apartment building demolition and prepare the lot for an new building to be on site.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature: \_\_\_\_\_



Date: 02/08/2023

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

# Experience History Work Sheet

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\*College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: <b>Medeiros Construction LLC</b> 7243 Donna Dr, New Port Ritchey, FL 34652	Dates Employed (mm/yyyy to mm/yyyy): 10/2020-06/2021 Employer Phone Number: 727-484-2897
Name of qualifying contractor for employer: <b>Jason Medeiros</b>	License number of qualifying contractor: CGC1510383
Email: <b>g.jason.medeiros@gmail.com</b>	Dates on Project (mm/yyyy to mm/yyyy): 10/2020-06/2021

- Foundation/Slabs greater than 20k sqft.  Masonry walls  Steel erection
- Column erection  Formwork for structural reinforced concrete  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Grove Plaza

Complete Project Address: 5617 Wesley Grove Blvd

Your job title on the project:

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervise labor to form structural concrete foundations with steel cages and plates. Supervise steel column erection, welding to plates.

New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

New commercial retail plaza, single story, steel structure on concrete foundation, 31,000 sq ft.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature:  Date: 02/08/2023

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

**d. Exhibit "D", City's Cost Proposal**

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

19. **NOTICES.** All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor:

JCR Construction & Services, LLC  
3804 Block Prine Road  
Lakeland, Florida 33810

As to City:


Lakeland Linder International Airport  
3900 Don Emerson Drive, Suite 210  
Lakeland, FL 33811

**IN WITNESS WHEREOF**, the parties herein have executed this Agreement for interior office repairs pursuant to ITB No.3060 as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

JCR CONSTRUCTION & SERVICES, LLC

\_\_\_\_\_  
H. William Mutz, Mayor

  
\_\_\_\_\_  
President (Signature)  
**Jarold Payan**  
\_\_\_\_\_  
President (Printed Name)

ATTEST:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

[Corporate Seal] 

ATTEST:

By: \_\_\_\_\_  
(Attesting Witness' name/title)





**PURCHASING & STORES  
DIVISION**

<b>VENDOR</b> JCR CONSTRUCTION & SERVICES LLC 3804 BLOCK PRINE RD LAKELAND, FL 33810 United States		<b>SHIP TO</b> Lakeland Linder International Airport 3900 Don Emerson Drive, Suite 210 Lakeland, FL 33813 United States		<b>Purchase Order</b> ORDER NUMBER 293586 REVISION 0 PAGE NUMBER 1	
<b>BILL TO</b> City of Lakeland City Hall Accounts Payable 228 South Massachusetts Ave Lakeland, FL 33801 Email: cityhallAP@lakelandgov.net		<b>Reply To:</b> Purchasing & Stores Division 1140 E. Parker Street Lakeland, Florida 33801 Phone: 863.834.6780 Fax: 863.834.6777 TDD: 863.834.8333 Email: purch@lakelandgov.net			
<b>QUESTIONS? CONTACT:</b> Herber, Sharon A					
<b>VENDOR #</b> 136239		<b>REVISED DATE/BUYER</b> 27-MAR-23 L Alspaugh		<b>F.O.B. Destination</b>	
<b>PAYMENT TERMS</b> Net 30		<b>FREIGHT TERMS</b> Prepay & Add		<b>SHIP VIA BEST WAY</b>	
		<b>CONFIRM TO/TELEPHONE ( )</b>			

ITEM	PART NUMBER/DESCRIPTION	PROMISED BY	QUANTITY	UNIT	UNIT PRICE	LINE TOTAL
1	Interior Office Repairs at 3240 Flightline Drive -BID# 3060			LOT		78,413.05
					<b>TOTAL</b>	78,413.05

No federal excise or state sales tax shall be included in price.  
 State Sales Tax Certificate # 85-8012621615C-3  
 Federal Exemption # 59-6000354

This purchase order is subject to City of Lakeland's standard terms and conditions contained on the Purchasing Division's website at [www.lakelandgov.net/departments/purchasing/](http://www.lakelandgov.net/departments/purchasing/), which are hereby incorporated by reference and made a part hereof.

Mark D. Raiford, Purchasing Manager

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**JCR CONSTRUCTION & SERVICES LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**3804 BLOCK PRINE RD**

6 City, state, and ZIP code  
**LAKELAND FL 33810**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	6	-	4	8	4	3	0	0	3
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶ \_\_\_\_\_    Date ▶ \_\_\_\_\_

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

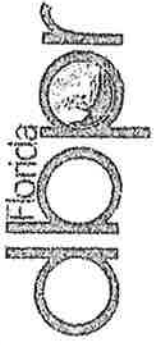
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**PAYAN, JAROLD**  
JCR CONSTRUCTION & SERVICES LLC  
1508 STACY DR  
LAKELAND FL 33801

LICENSE NUMBER: CBC1265799

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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

**POLK COUNTY LOCAL BUSINESS TAX RECEIPT**      **EXPIRES: 09/30/2024**

**CLASS: B+**

**ACCOUNT NO. 175316**

**LOCATION**

**1508 STACY DR  
LAKELAND**

**OWNER NAME**

**JAROLD PAYAN**

**BUSINESS NAME AND MAILING ADDRESS**

**JCR CONSTRUCTION & SERVICES LLC  
JCR CONSTRUCTION & SERVICES "LLC"  
1508 STACY DR  
LAKELAND, FL 338012759**

**CODE      ACTIVITY TYPE**

**230080      CONTRACTOR BUILDING  
230080      CONTRACTOR BUILDING**

**PROFESSIONAL LICENSE (IF APPLICABLE)  
DBPR CBC1265799**



**THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY  
DISPLAYED AT THE BUSINESS LOCATION**

**OFFICE OF JOE G. TEDDER, CFC \* TAX COLLECTOR**

**JCR CONSTRUCTION & SERVICES LLC**

**PAID - 1679768 08/02/2023 LCH**

**LSC 57.75**



Company ID Number: 2151601



Item 9.

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and JCR CONSTRUCTION SERVICES LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer’s use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer’s services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

**B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**ARTICLE III**  
**REFERRAL OF INDIVIDUALS TO SSA AND DHS**

**A. REFERRAL TO SSA**

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

### ARTICLE IV SERVICE PROVISIONS

#### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

### ARTICLE V MODIFICATION AND TERMINATION

#### A. MODIFICATION

- 1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
- 2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 2151601

## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.





Company ID Number: 2151601

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 2151601

Approved by:

<b>Employer</b> JCR CONSTRUCTION SERVICES LLC	
<b>Name (Please Type or Print)</b> JAROLD PAYAN	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/17/2023
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/20/2023



Company ID Number: 2151601

### Information Required for the E-Verify Program

Information relating to your Company:

Company Name	JCR CONSTRUCTION SERVICES LLC
Company Facility Address	3804 BLOCK PRINE ROAD LAKELAND, FL 33810
Company Alternate Address	
County or Parish	POLK
Employer Identification Number	464843003
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 2151601



Item 9.

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



Item 9.

**Company ID Number:** 2151601

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name JAROLD PAYAN  
Phone Number 8636604704  
Fax  
Email icrconstructionservices@gmail.com

Name Tammy L McCue  
Phone Number 8635955533  
Fax  
Email tammvlmccue@gmail.com



Company ID Number: 2151601



Item 9.

This list represents the first 20 Program Administrators listed for this company.



# TOWN COMMISSION MEETING

September 26, 2023 at 6:30 PM

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<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, GRAPPLE TRUCK REPAIR
<b>SUBJECT:</b>	Town Commission will consider approval of emergency repairs for the grapple truck, #410
<b>STAFF ANALYSIS:</b>	Staff has had issues with the new transmission in the grapple truck. We have contacted Allison Transmission and they are scheduled to be onsite to inspect the truck. Staff expects to be without the truck for another 2-3 weeks. In order to keep up with the debris pick up demand and keep right of ways clear, staff is requesting approval to rent a 20-yard grapple truck from RDK.
<b>FISCAL IMPACT:</b>	\$8000.00
<b>STAFF RECOMMENDATION:</b>	Staff recommends approval
<b>ATTACHMENTS:</b>	Quote Sheets



**TOWN OF DUNDEE  
PRICE QUOTE SHEET**



DATE: 9/25/2023

DEPARTMENT: Sanitation Department

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: 30 Day rental of a 20yard grapple/Lighting loader truck for tree debris in the sanitation Department while Town truck is being Repaired

Vendor Selected:

**VENDOR #1**

COMPANY NAME: RDK Truck Sales

CONTACT NUMBER: 813-241-0711 NAME OF REPRESENTATIVE: Shawn

PRICE: \$8000.00 SHIPPING: N/A

COMMENTS: 30day rental

Vendor Selected:

**VENDOR #2**

COMPANY NAME: Big Truck Rental

CONTACT NUMBER: 888-772-0058 NAME OF REPRESENTATIVE: Rich

PRICE: \$8,800.00 SHIPPING: N/A

COMMENTS: 30day rental

Vendor Selected:

**VENDOR #3**

COMPANY NAME: Rush Truck Center

CONTACT NUMBER: 863-557-4266 NAME OF REPRESENTATIVE: Tony

PRICE: NO Quote SHIPPING: N/a

COMMENTS: 30day rental

DEPARTMENT DIRECTOR/SUPERVISOR: Jahmichael Vice

DATE: 9/25/2023

FINANCE DIRECTOR APPROVAL: [Signature]

DATE: 9/25/2023

TOWN MANAGER APPROVAL: [Signature]

DATE: 9/26/23

ADDITIONAL COMMENTS: \_\_\_\_\_

SOLE SOURCE JUSTIFICATION: \_\_\_\_\_

## Johnathon Vice

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**From:** Joanie Beckwith <joanie@rdk.com>  
**Sent:** Friday, September 22, 2023 12:35 PM  
**To:** Johnathon Vice; Shawn Gonser; Raquel Cordova; Connie Nicholas; Jasmin Pitre; Richard Kemner  
**Subject:** Rental Quote

Good Afternoon John,

RDK is proud to offer a one month rental of a 2022 Freightliner M2 Grapple truck for \$8000.00 for the month.

Please let me know if you are interested in moving forward and we will have our guys deliver it to you as soon as possible.

Please let me know if you have any questions.





**BIG TRUCK RENTAL**  
4221 W Boy Scout Blvd, Ste 400  
Tampa, FL 33607

## BIG TRUCK RENTAL 2023 STANDARD RENTAL RATES

### Typical Equipment Offering

#### 1. GRAPPLE TRUCKS

- Petersen TL-3 Loader with 30 Yard Hardox Body
- Conventional Cab Freightliner M2-106
- Single Rear Axle, 33,000GVW

#### 2. ROLL-OFF TRUCKS

- Galbreath 60,000 lb. Standard Outside Rail Hoist with Auto Tarping System
- Conventional Cab Freightliner, Peterbilt, and Mack Chassis
- 20,000 lb. Front Axle and 46,000 lb. Rear Axles with 20,000 lb. Steerable Drop Axle

#### 3. REAR LOADERS

- 20 and 25 Yard Heil PT 1000/Durapack 5000 and McNeilus 2010/2511 Bodies
- Freightliner and Peterbilt Chassis
- 16,000/20,000 lb. Front Axle & 40,000/46,000 lb Rear Axle
- Cart Tipper and Reeving Cylinder

#### 4. FRONT LOADERS

- 40 Yard McNeilus Atlantic and Heil Half Pack Bodies
- Mack and Peterbilt Tandem Axle Chassis
- 20,000 lb. Front Axle and 46,000 lb. Rear Axle

#### 5. AUTOMATED SIDE LOADERS

- 28 Yard McNeilus Zero Radius and Heil Python, Labrie Automizer Bodies
- Peterbilt and Mack Chassis
- 20,000 lb Front Axle & 46,000 Rear Axle
- Dual Steer or Right-Hand Drive and Groeneveld Auto Lube System

TRUCK TYPE	FOUR WEEKS
Grapple	\$8,800.00
Roll-Off	\$9,000.00
8 YD Rear Loader	\$8,000.00
11 YD Rear Loader	\$8,200.00
20 YD Rear Loader	\$8,500.00
25 YD Rear Loader	\$9,500.00
Front Loader	\$10,100.00
Automated Side Loader	\$11,100.00
Automated Front Loader	\$12,300.00

\* Rates, terms and equipment subject to change without notice. Please verify at time of rental. Subject to availability. During some market conditions and times of limited availability, BTR may require one month minimum rental.

Stock # 108861

Invoice #

Item 10.

# RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

*Lessee Information*

*Shipping Address*

Customer # 13538  
Customer Name Town of Dundee  
200 East Main Street  
Dundee, Florida 13538

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

Phone # 863-585-8831 P.O. #/Job # \_\_\_\_\_ Ordered By Jonathan Vice

Project \_\_\_\_\_ Job Location \_\_\_\_\_ Salesman Joanie Beckwith

Delivered By:  RKTR  Lessee  Other \_\_\_\_\_ Date/Time Shipped \_\_\_\_\_

Returned By:  RKTR  Lessee  Other \_\_\_\_\_ Date/Time Shipped \_\_\_\_\_

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
3ALACXFC8NDNJ1271	DB23AD	2022 Freightliner Grapple	1	8000.00	8000.00

Note: Lease Agreement is valid for a period of ( 1 ) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 9/27/2023 Mileage Out \_\_\_\_\_ Hours Out \_\_\_\_\_ Mileage In \_\_\_\_\_ Hours In \_\_\_\_\_

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT

Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	<u>8000.00</u>
Tax Rate <u>00</u>	Sales Tax <u>0</u>
	Transportation <u>0</u>
	Total <u>8000.00</u>
Security Deposit* (Cash/Check)	<u>0</u>
Replacement Value of Vehicle: <u>195,900.00</u>	Total Due <u>8000.00</u>

(\*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

### PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer \_\_\_\_\_ Policy No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Minimum Property Damage Coverage \$ \_\_\_\_\_ Date Insurance Certificate Received \_\_\_\_\_

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature \_\_\_\_\_ Prepared By: Joanie Beckwith Date 9/25/2023

Lessee Name (please print) \_\_\_\_\_ Reviewed By: \_\_\_\_\_

Drivers License # \_\_\_\_\_ State \_\_\_\_\_ Credit Approved By: \_\_\_\_\_

Company Name \_\_\_\_\_ Security Deposit Received: \_\_\_\_\_

Date \_\_\_\_\_ Security Deposit Returned: \_\_\_\_\_

## TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

**1. RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

**2. CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

**3. USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

**4. SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.

**5. INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.

**6. INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

**7. COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

**8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

**9. Lease** - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

**10. LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

**11. DEFAULT** - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

**12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

**13. TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

**14. ENTIRE AGREEMENT** - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

**15. NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

**16. PUBLIC RECORDS** - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

**1. LESSORS GENERAL RESPONSIBILITY** - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

**2. SUBROGATION** - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.



# TOWN COMMISSION MEETING

## September 26, 2023 at 6:30 PM

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<b>AGENDA ITEM TITLE:</b>	DISCUSSION, FREEDOM TOUR FOOD BANK DISTRIBUTION
<b>SUBJECT:</b>	Freedom Tour Food Bank Distribution
<b>STAFF ANALYSIS:</b>	<p>The Town of Dundee has been servicing the residents of Dundee by way of a food bank. This service was organized by Commissioner Richardson, Seat #4, in June 2023. She had this organization come to Dundee several times prior to June and was able to get a monthly commitment which began 3 months ago. During this time, they have provided over 21,750 lbs. of food, with approximately 125 cars arriving each time and an average of 174 lbs. of food per car. Thank you, Commissioner Richardson, for your service.</p>
<b>FISCAL IMPACT:</b>	NONE
<b>STAFF RECOMMENDATION:</b>	NONE
<b>ATTACHMENTS:</b>	Photos of services rendered























































# TOWN COMMISSION MEETING

## September 26, 2023 at 6:30 PM

- AGENDA ITEM TITLE:** DISCUSSION & ACTION, SELECTION OF TOWN FLAG
- SUBJECT:** Town Commission will consider a selection of Town of Dundee flag options.
- STAFF ANALYSIS:** Per a request from the Town Mayor earlier this year, Town staff has looked into options for creating a Town of Dundee Centennial Flag. Town staff reached out to Ms. Haley Madison Designs who made the corrections for the year printed on the Town’s logo as well as the creation of the Town’s Depot Logo last year. She took into consideration the Town logo & color scheme as well as other communities’ flags such as City of Lake Wales. She provided staff with seven (7) recommendations. Town staff has reviewed and is submitting four (4) of those for consideration.
- FISCAL IMPACT:** \$500.00
- STAFF RECOMMENDATION:** Staff request that Town Commission pick one (1) of the four (4) flags to move forward with production of our town flag to begin flying as soon as January 1, 2024, for our Centennial kickoff event.
- ATTACHMENTS:** Flag Version 3 Mockup  
Flag Version 4 Mockup  
Flag Version 5 Mockup  
Flag Version 8 Mockup

## VERSION 3 MOCKUP



## VERSION 4 MOCKUP





## VERSION 5 MOCKUP





## VERSION 8 MOCKUP

