Polk County Board of County Commissioners

Meeting Agenda - Final

May 05, 2026 Regular BoCC meeting

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

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

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

CALL TO ORDER - 9:00 a.m. (MARTHA SANTIAGO, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

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

C.1. Disbursements.

C.2. Minutes of Regular Board meeting held on April 21, 2026.

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

F. COUNTY ATTORNEY (RANDY MINK)

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve commerce agreement No. MS024 between State of Florida Department of Commerce and Polk County, for Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement (one-time revenue of $70,000,000.00).

G.2. Approve a State-Funded Grant Agreement between the Florida Department of Transportation (“FDOT”) and Polk County in conjunction with the Power Line Road Phase 2 Project. ($7,500,000 one-time money)

G.3. Approve a CIP amendment and a budget transfer of $3,000,000 from the Polk County Sheriff’s Office Central County Jail (CCJ) expansion CIP project to the Kathleen Government Center CIP project (one-time transfer $3,000,000).

G.4. Execute a Local Agency Program (LAP) Agreement No. 452132-1-58-01 with the Florida Department of Transportation (FDOT), and Resolution to establish that Polk County will serve as the LAP manager on behalf of the City of Lake Wales for the Ridge Scenic Highway (RSH) Connector Trail project.

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

M. LAY BOARD APPOINTMENTS

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

* County Attorney opening comments

N.1. Public Hearing (LDCPAS-2025-19 PRWC Receiving Facility CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Residential Low (RL) to Institutional (INST) on ±9.91 acres for a future County potable water storage and interconnect facility. (No Fiscal Impact)

N.2. Public Hearing (LDCD-2025-4 PRWC Receiving Facility District Change) (Adoption Hearing) to consider the adoption of a Land Development Code Subdistrict Map change from Insitutional-1X (INST-1X) to Institutional-2X (INST-2X) on ±9.91 acres for a future County potable water storage and interconnect facility.

N.3. Public Hearing (LDCT-2026-1 Wahneta Main Street Corridor (MSC) Overlay LDC Text Amendment) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to establish the Main Street Corridor (MSC) Overlay, plus reinstate Table 3, Wahneta Neighborhood Plan Temporary Uses Modifications. (No Fiscal Impact)

N.4. Public Hearing (LDCT-2026-4 Poinciana Commercial Activity Center Plan LDC Text Amendment) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions, to establish the Poinciana Commercial Activity Center Plan. (No Fiscal Impact)

O. PUBLIC HEARINGS

O.1. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Woodview Drive, Near Polk City. (estimated $20,000.00 one-time expense)

O.2. Public Hearing to consider adoption of an ordinance amending Ordinance 21-006, the Economic Development Ad Valorem Tax Exemption for Agro-Iron, LLC.

O.3. Public Hearing to consider adoption of an ordinance amending Ordinance 22-018, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project HORIZON - IT Headquarters).

O.4. Public Hearing to consider adoption of an ordinance amending Ordinance 2024-015, the Economic Development Ad Valorem Tax Exemption for D.R. Horton, Inc.

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

P.1. Comments.

Q. WORK SESSION ITEMS

R. CONSENT AGENDA ITEMS

R. COMMISSIONER DISTRICT 1

R. COMMISSIONER DISTRICT 2

R. COMMISSIONER DISTRICT 3

R. COMMISSIONER DISTRICT 4

R. COMMISSIONER DISTRICT 5

R. COUNTY COMPTROLLER

R.1. Removal of equipment from inventory as listed on Blanket Removal Form 2240.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.2. SET HEARING: (LDCPAS-2025-39 Braddock Road CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change on 36 +/- acers from Mixed-Use (MUX) and Preservation (PRESVX) within the I-4/NE Parkway Plan District Selected Area Plan to Business Park Center (BPC-X). The suggested adoption hearing date is May 19, 2026, at 9:15 a.m.

R.3. SET HEARING: (LDCPAS-2025-40 Poinciana Commercial CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change 12.6. +/- acres from Development of Regional Impact (DRI) to Neighborhood Activity Center (NAC). The suggested adoption hearing date is May 19, 2026, at 9:15 a.m.

R.4. SET HEARING: (LDCPAS-2026-1 Deer Creek Blvd INST) to consider the adoption of a Small-Scale Comprehensive Plan Map Amendment from Leisure Recreation-X (LRX) to Institutional-1X (INST-1X) on 1.01± acres located within the North Ridge SAP and Transit Supportive Development Area (TSDA).The suggested adoption hearing date is May 19, 2026, at 9:15 a.m.

R.5. SET HEARING: (LDCPAS-2026-11 Medulla Road CPA) to consider the adoption of a Small-Scale Comprehensive Plan Map Amendment to change the future land use from Business Park Center (BPC) to Residential Low (RL) in the Urban Growth Area on 5.14 +/- acres. The suggested adoption hearing date is May 19, 2026, at 9:15 a.m.

R.6. Accept Performance Surety in the amount of $379,808.54 in the form of Performance Bond No. 101714729 for Dundee & Buckeye Loop. (No Fiscal Impact)

R.7. Approve the release of a surety in the amount of $1,885,386.98 in the form of Performance Bond No. 08BSBJA9482 Fulton Meadows (aka East Atlantic Property). (No Fiscal Impact)

R.8. Accept Fulton Meadows (aka East Atlantic Property) potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.9. Accept a one-year warranty and surety in the amount of $208,156.64 in the form of Maintenance Bond No. 3000812 Fulton Meadows (aka East Atlantic Property). (No Fiscal Impact)

R.10. Approve the release of a warranty and surety in the amount of $8,125.35 in the form of Maintenance Bond No. US00143144SU24A for RaceTrac - Winter Haven. (No Fiscal Impact)

R.11. Approve recommended changes to the functional classification of select Polk County roads: 1st Street, 3rd Street SE, Central Ave SE, Grandview Pkwy and Posner Blvd. (No Fiscal Impact)

R. BUILDING

R. DEPUTY COUNTY MANAGER

R. BUDGET & MANAGEMENT SERVICES

R. PROCUREMENT

R. COMMUNICATIONS

R. COOPERATIVE EXTENSION SERVICES

R. HEALTH & HUMAN SERVICES

R.12. Approve the State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for property located in Dundee, FL, for Case #RC25-SHIP-009. ($194,361.00 one-time expense).

R.13. Approve the State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for property located in Unincorporated Lakeland, FL, for Case #RC25-SHIP-012. ($187,706.00 one-time expense).

R. HUMAN RESOURCES

R. INFORMATION TECHNOLOGY

R. CODE ENFORCEMENT

R. COURT SERVICES

R. RISK MANAGEMENT

R. COMMUNITY HEALTH CARE

R.14. Approve the Memorandum of Understanding for the Shared Transportation Plan between Polk, Highlands and Hardee Counties. This shared plan outlines the process for the safe and dignified transport of individuals experiencing mental health and substance abuse crises (Baker Acts/Marchman Acts). (No fiscal impact.)

R. FACILITIES MANAGEMENT

R. FLEET MANAGEMENT

R. PARKS & NATURAL RESOURCES

R. FIRE RESCUE

R. EMERGENCY MANAGEMENT

R. REAL ESTATE SERVICES

R.15. Accept a Quit Claim Deed from Eastgroup Properties, L.P. for additional right-of-way in conjunction an Infrastructure Agreement for North Ridge Trail. (No fiscal impact)

R.16. Approve a Partial Release of Easement for a portion of a drainage easement in conjunction with Rolling Oaks Estates Drainage Improvement Project. (No fiscal impact)

R.17. Approve Agreement for Transfer of Public Road between the City of Winter Haven and Polk County for all of Boys Club Road and authorize a County Deed for the right-of-way associated therewith. (No fiscal impact)

R. ROADS & DRAINAGE

R.18. Approve Consultant Services Authorization (CSA) No. 2025-055-02 with WSB (Consultant) to provide Construction, Engineering, and Inspection (CEI) services for the North Rifle Range Road Drainage Improvement Project. ($377,619.66 one-time expense)

R.19. Approve Consultant Services Authorization (CSA) No. 2022-093-05 with NV5, Inc. (Consultant) to provide design services for the Old Haines City Lake Alfred Road Box Culvert Project. ($248,703.67 one-time expense)

R.20. Adopt a Resolution Setting Speed Limits on Ashford Drive, Lobelia Drive, and Vervain Avenue, within the Holly Hill Estates Subdivision, near Davenport. ($619.09 one-time expense)

R.21. Adopt a Resolution Setting Parking Restrictions on Pilchard Drive, near Poinciana. ($233.11 one-time expense)

R.22. Approve recommended alignment alternative for the County Road 557 Widening Project - South Segment Addition (No fiscal impact).

R. UTILITIES

R. SOLID WASTE

R.23. Adopt Resolution designating the County Manager as the Authorized Agent to accept or execute Hazard Mitigation Grant Program 4834-(118) Polk County, Environmental Loop South Generator.

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R. POLK COUNTY SHERIFF

R.24. Approve, and ratify County Manager’s prior execution of the Commitment of Match Donation (Appendix H), related to Criminal Justice Mental Health Substance Abuse (CJMHSA) Reinvestment Grant, for space utilized by Tri-County Human Services, Inc. within the Polk Sheriff Central County and Frostproof jail facilities. (No fiscal impact)

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R. POLK COUNTY TAX COLLECTOR

R. WORKFORCE DEVELOPMENT BOARD

R. COUNTY ATTORNEY

R.25. APPROVE Resolution and First Amendment to Performance Agreement to amend Exemption Period of Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project POMELO - Corporate IT Headquarters Expansion) (No fiscal impact)

R.26. APPROVE Resolution and First Amendment to Performance Agreement to amend Exemption Period of Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project RETRO - Corporate Headquarters Expansion) (No fiscal impact)

R.27. APPROVE Resolution and First Amendment to Performance Agreement to amend Exemption Period of Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project RISE - Bakery) (No fiscal impact)

R.28. APPROVE Resolution and First Amendment to Performance Agreement to amend Exemption Period of Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project Harvest - Warehouse) (No fiscal impact)

R.29. Approve Interlocal Agreement with the Polk Transportation Planning Organization for Legal Services by the County Attorney’s Office and approve Waiver of Conflict.

R.30. Release of Lien upon payment of $9,274 to satisfy an Affordable Housing Impact Fee Exemption lien. ($9,274 one-time revenue)

ANNOUNCEMENTS

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

- Monday, May 4, 2026 – 6:00 p.m. – Eloise Community Redevelopment Agency (CRA) Advisory Committee will hold a special meeting at the Johnny and Freda Brooks Resource Center, 710 Snively Avenue, Eloise.

- Tuesday, May 5, 2026 – 6:00 p.m. – Sidewalk Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.

- Wednesday, May 6, 2026 – 8:50 a.m. – Planning Commission will conduct a work session, prior to its regularly scheduled meeting, in the County Commission Boardroom.

- Wednesday, May 6, 2026 – 9:00 a.m. – Planning Commission meeting will be held in the County Commission Boardroom.

- Thursday, May 7, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Thursday, May 7, 2026 – 9:00 a.m. – Tourist Development Council's Arts, Culture, and Heritage Committee (ACH) will meet at The AdventHealth Fieldhouse and Conference Center, East E-1 – Meeting Room A, 210 Cypress Gardens Boulevard, Winter Haven.

- Thursday, May 7, 2026 – 2:00 p.m. – Historical Commission will meet in the County Commission Boardroom.

- Thursday, May 7, 2026 – Friday, May 8, 2026 – 2026 Central Florida Development Council (CFDC) Leadership Mission to Pinellas County and St. Pete.

- Tuesday, May 12, 2026 - 7:30 a.m. – Lakeland Chamber of State of the City Address – Hilton Garden Inn, 3839 Don Emerson Drive, Lakeland.

- Tuesday, May 12, 2026 – 1:30 p.m. – Librarians' Advisory Council will meet at the History Center, 100 East Main Street, Bartow.

- Tuesday, May 12, 2026 – 3:00 p.m. – Lakes Access Advisory Meeting will be at the Parks and Natural Resources Office, 4177 Ben Durrance Road, Bartow.

- Wednesday, May 13, 2026 – 8:30 a.m. – Citrus Connection Board Meeting will be held at 1212 George Jenkins Boulevard, Lakeland.

- Wednesday, May 13, 2026 – 1:00 p.m. – Comprehensive Plan Review Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.

• Wednesday, May 13, 2026 – 1:30 p.m. – Library Cooperative Governing Board Meeting will be held at the Winter Haven Public Library, 325 Avenue A NW, Winter Haven.

• Wednesday, May 13, 2026 – 4:00 p.m. – Central Florida Development Council (CFDC) Board Meeting will be held at the CFDC Offices, 1725 Bartow Road, Lakeland.

• Thursday, May 14, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

• Thursday, May 14, 2026 – 9:00 a.m. – Tourist Development Council's Marketing Committee will meet at Lake Myrtle Sports Complex, 2701 Park Road, Auburndale.

• Thursday, May 14, 2026 – 9:00 a.m. – Deferred Compensation Committee will meet in Room 413, Fourth Floor, County Administration Building.

• Friday, May 15, 2026 – 9:00 a.m. – Board/Staff Agenda Review meeting to discuss the Agenda and any other matters that may come before the Board will be held in the Commissioners' Conference Room, Room 407, Fourth Floor, County Administration Building.

• Friday, May 15, 2026 – 12:00 p.m. – Value Adjustment Board Final Hearing will be held in the County Commission Boardroom.

Agenda Item C.1. 5/5/2026

SUBJECT

Disbursements.

DESCRIPTION

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

RECOMMENDATION

Approve and ratify disbursements.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

Agenda Item C.2. 5/5/2026

SUBJECT

Minutes of Regular Board meeting held on April 21, 2026.

DESCRIPTION

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

RECOMMENDATION

Approve minutes.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

Polk County Board of County Commissioners

Meeting Minutes - Draft

April 21, 2026 Regular BoCC meeting

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CALL TO ORDER - 9:00 a.m. (MARTHA SANTIAGO, CHAIR)

Rollcall

Present:	Commissioner Rick Wilson
	Commissioner Bill Braswell
	Commissioner Martha Santiago
	Commissioner Michael Scott
Absent:	Commissioner Becky Troutman

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

Minutes: The Board recognized Neal Duncan with Tourism and Sports Marketing, Daniel Weible with Information Technology, Henry Bass with Roads and Drainage, Dean Hrobar with Fire Rescue, Tommy Peuschell, Jr., with Fire Rescue, and Mary Isabel Valdez Gonzalez with Solid Waste for their years of service with the county.

A.2. Lance Schmidt, Principal and Chris Kessler, Principal with CliftonLarsonAllen, LLP, will present the Annual Comprehensive Financial Audit for the fiscal year ended September 30, 2025.

Minutes: Lance Schmidt, Principal with CliftonLarsonAllen, LLP, showed slides and reviewed the professional services performed and he discussed the financial audits, compliance audits, examination and the Florida Management Letter.

Chris Kessler, Principal with CliftonLarsonAllen, LLP, said all the audits were clean and all the opinions were unmodified. He said there are a number of audit reports that they prepare and provide that includes the results of their testing. He stated that the unmodified opinion is the highest level of opinion which means the financial statements are free of material mistakement. He said there was a finding in the single audit related to grant reporting that has already been addressed with the Finance Committee. He said management has put corrective action in place and moved forward from there. He said there were no recommendations or comments in the Management Letter. He said it was a successful audit. He thanked everybody at the county that worked so hard to help get the audit out.

Clerk and County Comptroller Stacy Butterfield thanked the county and the management team. She said this is a big county that has a lot of financial transactions. She said with respect to the grants and the one finding that the county had 116 active grants last year. She said that is a lot of grants with over $143 million in expenditures and in light if the complexity of this county that is great. She thanked the team for already taking the corrective action plan. She thanked the team in the Comptroller's office with Tanra-Lee Milson, the Budget and Management office with Christia Johnson and the auditor's team.

County Manager Bill Beasley said it is the men and women who are doing the work day in and day out. He said they are making this happen and he cannot say enough about how we function in Polk County government. He said that the audit is a testament to how well we work and meet the expectations of the citizens we serve.

Chair Santiago thanked Mr. Schmidt and Mr. Kessler for their presentation. She thanked them for the great job they have done this year and all the years they have worked with us.

Commissioner Scott said the audit process takes months and there is a lot of financial activity that goes on in the county. He said the professionalism and the continuing relationship we have speaks for both sides. He said it takes tons of hours and we are very diligent to meet the regulatory requirements to make sure we are doing right by the taxpayers.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

Minutes: Tom Palmer said it is a great idea to have the Northeast Landfill Convenience Center. He said there is illegal dumping in Poinciana and anything they can do with that would be a great thing. He said they used to have transfer stations back in the day and with it being staffed it will prevent them from creating a new dump somewhere. He said he hopes it works well. He said they will be happy to help get the word out to publicize it.

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

C.1. Disbursements.

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

C.2. Minutes of Regular Board meeting held on April 7, 2026.

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

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

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

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve construction contract with Rogar Management & Consulting of Florida, LLC for the Maine Avenue Sidewalk project ($2,418,685.50 one-time expense)

Minutes: County Manager Bill Beasley discussed the construction contract with Rogar Management and Consulting of Florida, LLC, for the Maine Avenue sidewalk project. He recommended approval.

Commissioner Braswell said this is a drainage project that lines up as a sidewalk.

Mr. Beasley said on the eastern end of this sidewalk is where the drainage swales exist.

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

G.2. Approve agreement with Carollo Engineers, Inc. to provide Part 2 engineering services (Conceptual Design) for the East Regional Wastewater Treatment Facility (ERWWTF). ($976,382.54 one-time expense)

Minutes: County Manager Bill Beasley discussed the agreement with Carollo Engineers, Inc., providing Part 2 engineering services for the East Regional Wastewater Treatment Facility. He recommended approval.

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

G.3. Approve Northeast Landfill Customer Convenience Center (NELF-CCC) Pilot Project and adopt a Resolution establishing the NELF-CCC disposal rates

Minutes: County Manager Bill Beasley discussed the Northeast Landfill Customer Convenience Center (NELF-CCC) pilot project and Resolution establishing the NELF-CCC disposal rates. He said that payments will be debit or credit card with no cash payments. He stated no commercial entities will be allowed to utilize this facility. He said the hours of operation will be open Monday thru Friday 9:00 a.m. to 3:00 p.m. and Saturday 9:00 a.m. to 1:00 p.m. He recommended approval.

Upon question, Waste and Resources Director Brian Cogswell said the pilot is going to be for the customer to empty it into a 40 yard rolloff can. He said the material cannot stay on site and has to go back to the landfill. He said they will have customer service staff or scale staff accepting payments, a spotter to make sure there is no prohibited wastes being disposed of, and an equipment operator that can push the material into the can. He said the reoccurring expenses is the rolloff truck, the skid steer, and the staff expenses. He confirmed that will be the reoccurring cost after the first year. He said this is temporary and if they were to do this long term they would need permitting and a permanent structure. He reviewed what the costs increases would be per vehicle type if they were to break even for the cost.

Commissioner Scott said we are encouraging use of this service instead of illegal dumping. He said sending out Code Enforcement and other resources to pick up illegally dumped loads we are subsidizing this to make this a pilot and when you look at the assets we have to deploy for debris it is likely more than what we are subsidizing. He said this is a net benefit and for the residents to take advantage of this.

Chair Santiago said this is good news and we have had lots of illegal dumping. She said it has taken months to get to this point and she has heard many complaints. She said this is a one-year pilot program and she hopes people will utilize this. She asked for data on how this is utilized. She said for this to be successful we need good publicity.

RESULT:	**APPROVED**
MOVER:	Rick Wilson

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

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

Minutes: Commissioner Troutman was not present.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

Minutes: Commissioner Wilson had no comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

Minutes: Commissioner Braswell had no comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

Minutes: Commissioner Scott said following up on Animal Control, the Ledger published an article today and he approaches things with a solutions mind, what are the problems, what are the solutions, and is it all facts. He stated for the Ledger to publish that they called and texted him and he did not contact them back; he said Paul called two hours before he tried to publish and he was in the middle of an important meeting. He said he appreciates communication and what our team does but for a reporter to falsely state stuff about him is disappointing. He said we are trying to do the best we can for the county to be forthcoming with information and to do our job and you have a reporter that wants to get clicks and likes stating false stuff not only about him but there is also stuff in that article that is factually incorrect. He said it is a disservice and we all have different ways to solving problems.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

Minutes: Chair Santiago said we completed Sun 'n Fun this week and it lasted six and seven days. She said thousands and thousands of people were there.

Commissioner Braswell said it was 200,000 people. He said the night air show was the best he has ever seen and he has been to 100 air shows.

Chair Santiago said it was very enjoyable.

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

Minutes: County Attorney Randy Mink reminded the audience for the procedures for public hearings and expedited public hearings. He swore in those who plan to speak.

N.1 PUBLIC HEARING (LDCPAL 2026-1 OC Text) (Transmittal Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Amendment text amendment to modify the characteristics, location criteria and development criteria for the Office Center (OC) Future Land Use designation. (No Fiscal Impact)

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

Upon question, Mr. Ziskal said all of the buffering requirements would still apply. He said this would allow us to consider any land use change when it is adjacent to another commercial district.

The Chair opened a public hearing; no one spoke.

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

N.2. PUBLIC HEARING (LDCT-2026-2 Office Center Consistency) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to clarify development parameters of the Office Center (OC) district to implement policies in the Comprehensive Plan. No Fiscal Impact.

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

Upon question, Mr. Ziskal said this amendment is looking at the allowable uses and not the development standards. He said that we do address parking standards in another section of the Land Development Code. He said if they do not have the correct ratio they can research and identify where changes could be made to parking requirements.

Commissioner Scott said allowing these to be near residential he would fear that happens and people are parking in other peoples' yards. He said to make sure that is adequate.

The Chair opened a public hearing; no one spoke.

N.3. PUBLIC HEARING (LDCPAS-2025-37 Hwy 17 92 LCC CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on ±1.32 acres from Leisure/Recreation (LR) to Linear Commercial Corridor in the Urban Growth

Area (UGA). (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal discussed the proposed land use amendment. He said that the Planning Commission and staff recommends approval.

The Chair opened a public hearing; no one spoke.

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

N.4. PUBLIC HEARING (LDCPAS-2025-38 Toho Marigold INST/NAC CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on ±12.5 acres from Development of Regional Impact (DRI) to Institutional (INST), and Neighborhood Activity Center (NAC) in the Utility Enclave Area (UEA). (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal discussed the proposed land use amendment. He said that the Planning Commission and staff recommends approval.

Upon question, Mr. Ziskal said they could look at areas that are in the DRI that have no land use assigned. He said we can be proactive and figure out what we want it to be and go through that process. He said we could lead that discussion and efforts.

The Chair opened a public hearing; no one spoke.

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

N.5. PUBLIC HEARING (LDCT-2025-28 Flex Space & Retail Plazas) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to add standards for Flex Space and Retail Plazas. (No Fiscal Impact)

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

Upon question, Mr. Ziskal said any applications submitted prior to today's adoption would follow the code as it was when they applied.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Michael Scott
SECONDER:	Rick Wilson

AYE:	Wilson, Braswell, Santiago, and Scott
Absent:	Troutman

N.6. PUBLIC HEARING (LDCT-2025-29 Storage Yards) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to add storage yards as a new land use activity in the Industrial (IND) districts. (No Fiscal Impact)

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

The Chair opened a public hearing; no one spoke.

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

N.7. PUBLIC HEARING (LDCT-2025-30 Administrative Plat Approval) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to change the procedure of approving subdivision plats from the Board of County Commissioners to the Land Development Director in accordance changes to the Florida Statutes. No Fiscal Impact.

Minutes: Land Development Director Ben Ziskal discussed the proposed text amendment. He said this is implementing the requirement that the legislature passed that plat approvals must be handled through an administrative approval process and not through a public hearing and not through an elected body. He said the Board adopted a resolution and we have been practicing that but it has not been codified until this point. He said this will provide that the Land Development Director is the signature authority for plats and in the absence of the Land Development Director the Office of Planning and Development Director, or and Assistant or Deputy County Manager would have the signature authority. He said they are recommending to increase the minimum construction costs for a performance bond or performance surety for roads and drainage projects. He recommended increasing the threshold from $10,000 to $20,000 for performance items and to $100,000 for maintenance items. He said that the Planning Commission and staff recommends approval.

Upon question, Mr. Ziskal said the last legislative session said that plats are no longer required to come before an elected body for approval and it must be an administrative process. He said the final signature authority was the Chairman and state law says we are no longer allowed to do that. He said it must be an entirely administrative process and elected officials are no longer the signature authority. He said plats are no longer on the consent agenda, they are in the Accela system, staff reviews based on criteria and provides a letter back to the applicant.

The Chair opened a public hearing.

James Abercrombie said it is unconstitutional for all this garbage with the three minute

crap. He said the state is delegating the authority to upstairs. He said they are making the rules and taking them out of the equation. He we should be suing the state and we should be handling the day to day stuff. He said this is a charter government. He said the attorneys should be out of the building and not be involved in any decision.

The Chair closed the public hearing.

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

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

Comments.

Minutes: Kay Borque said she is sharing a packet on the kennel stats and some educational materials. She thanked the Animal Control team and the animal rescue organizations for their work. She said there are opportunities to partner with community members and a volunteer program is one of those areas. She said there is a meeting on animal shelter reform at Southeastern University tomorrow at 4:30 p.m. and people can Zoom in if they want. She said they are willing and able to partner with them for a positive change.

Tom Palmer said he wants to talk about data centers. He said there is nothing in our Land Development Code that addresses these. He said for transparency to include data centers to decide the land use matrix or whether it should be a PD, Level 3 or Level 4. He said to address some of the issues that have come up about who the client will be, water use and power use. He said it is something we need to get ahead of and you cannot do something after the fact.

County Attorney Randy Mink said he looked into the issue that was brought up with Animal Control. He said Section 433 is applied to unaltered cats. He stated that other sections of the code, such as 430, allows Animal Control to impound any animal that is at large. He said that section allows them to impound cats that are a public health and safety concern or a nuisance. He said there are times when Animal Control does not realize if it is altered or unaltered. He said there are other sections of the code that allows them to impound cats. He said the question was raised about what a citizen should do if they are closed and they should call the non-emergency line at the Sheriff's office and they will arrange for the animal to be picked up. He said under the ordinance it does say it has to be done humanely. He said if they believe an animal has been treated unhumanely it should be turned over to Animal Control and let them investigate.

Commissioner Braswell said he was expecting a group here today. He said this is especially for the lady from Seminole County who keeps coming in and talking about $50,000. He said several years ago the Bully Project came to us, they came to each

individual commissioner, and we sat down and we listened. He said they had suggested solutions and good ideas. He said he had several meetings with them and eventually TLC Petsnips came up with the idea for a $50,000 a year voucher program for animal sterilization. He said the idea behind it was the people who could not afford sterilization they would be able to afford it. He said TLC Petsnips was doing discounted sterilizations for the county and they could use the voucher towards the bill. He said he heard rumors of the scandal that was going on where all the staff quit. He said it was probably money being stolen and someone was recently arrested for what was happening back then. He said this Board is never going to touch anything TLC Petsnips brings forward. He said we are not going to put taxpayer money into an organization that cannot control the money it gets. He said the $20 million came about when the director of the Human Society or the SPCA in Duval County claimed she could bring a big check to redo our animal control. He said they did a couple of video conference calls with the Icahn family. He said he knows who Carl Icahn is and he is a piece of crap. He discussed how Carl Icahn bought stock, controlled, bankrupted, and stole employee pension funds. He said basically what would happen is they would give the county $20 million and take control of the county employees, the assets, everything related to animal control would be run by them and paid for by us. He said he wanted to put those two issues in context. He said your group comes every meeting and there is $20 million someone is offering why not pursue that. He said that does not seem to be what is in the cards here it is about being on TV. He said anytime Vicky Quintanilla or Maria Barrero have a opportunity to notify the press and be on TV or file ethics complaints. He said Ms. Quintanilla's allegation is he led a conspiracy to protect Grady Judd's career. He said anyone that knows Grady Judd probably does not know him and he does not need to protect Grady Judd's career. He said when he blocks them on FaceBook it drives them crazy and he has to block them because he cannot put pictures of his grandkids on FaceBook anymore because their group puts such vulgar profane nonsense. He said they are FaceBook warriors running their mouths. He asked why would you sterilize an animal with something wrong with it and PETA agrees with the ethical treatment and that TNR is not an ethical way of dealing with animals. He said you would need 80-90% participation with the animals. He discussed state statutes and animals being released needs to be authorized by the FWC. He said technically you are breaking the law. He said he is here for two and a half years and he cannot be elected again and he will do anything he can to make sure they do not get anything and not a dime of county money. He said they have gone about this the wrong way, they are looking for show and getting on PGTV. He will advocate that his fellow commissioners do the same.

Meeting adjourned 10:16 a.m.

Agenda Item D.1. 5/5/2026

SUBJECT

Approve Consent Agenda.

DESCRIPTION

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

RECOMMENDATION

Approve Consent Agenda.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

Agenda Item G.1. 5/5/2026

SUBJECT

Approve commerce agreement No. MS024 between State of Florida Department of Commerce and Polk County, for Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement (one-time revenue of $70,000,000.00).

DESCRIPTION

Hurricane Milton (Category 5, October 2024) and Several storms from 2023 and 2024, devastated the state of Florida, each bringing strong winds, heavy rainfall and severe flooding to many parts of the state.

On January 16, 2025, the U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida will receive $925,394,000 in funding to support long-term recovery efforts following the impacts of severe weather events in 2023 and 2024 through the Florida Department of Commerce's (Florida Commerce) Office of Long-Term Resiliency (OLTR). Community Development Block Grant Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted. Florida Commerce's Rebuild Florida Infrastructure Repair Program has been allocated $400 million to fund infrastructure restoration and improvement projects in communities impacted by the 2023 and 2024 Storms.

Fall of 2025, Polk County applied to Florida Commerce. Subsequently Polk County has been awarded $70,000,000.00 of CDBG-DR funding to implement a comprehensive, regional infrastructure and mitigation initiative designed to address flooding, stormwater management, and water quality impacts exacerbated by the 2023-2024 storm season.

The agreement details expected deliverables, for project implementation, environmental and engineering services, water infrastructure repair: construction, 21st century water quality improvement solution: construction, Peace Creek Headwaters restoration: construction.

Overall, this project encompasses multiple coordinated project components across the Lake Hancock basin, including Lake Gibson, Lake Parker, Lake Bonny, Saddle Creek, and the headwaters of the Peace River. Project activities include rehabilitation and retrofitting of stormwater infrastructure and pump stations; expansion of flood storage capacity through infrastructure improvements and strategic land acquisition from willing sellers; restoration of headwater areas to improve natural flood attenuation; and implementation of advanced water quality improvements, including algae harvesting and nutrient reduction measures.

RECOMMENDATION

Approve commerce agreement No. MS024 between State of Florida Department of Commerce and Polk County, for Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement (one-time revenue of $70,000,000.00).

FISCAL IMPACT

Budget will be established during the FY 26/27 budget and CIP process.

CONTACT INFORMATION

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State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Infrastructure Repair Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as "Commerce" or "Grantee") and **"Polk County, a political subdivision of the State of Florida"** (hereinafter referred to as "Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. 118–158) approved December 21, 2024 (hereinafter the "Appropriations Act") , the requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR–6489–N–01) (January 8, 2025) (hereinafter the "Universal Notice"), as amended, including amendments made by HUD's March 31, 2025 Memorandum, and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2025 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the "Action Plan").

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, the funding for this Agreement shall not exceed **Seventy Million Dollars and Zero Cents ($70,000,000.00)**, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

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WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, the recitals set forth above are incorporated herein by reference and made a part of this Agreement, and Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq*., and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and **ends April 30, 2030**, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

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(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars ($1,000,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

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(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within 5 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

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(10) Liability.

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall defend, indemnify, and hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient shall defend, indemnify, and hold Commerce harmless against any damages proximately caused by the acts or omissions to the tort monetary limits as set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE**

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FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided

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however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or https://www.hud.gov/reporthousingdiscrimination.

(15) Termination.

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(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

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(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

Kristopher Dixon
107 E Madison Street
Tallahassee, FL 32399
850-921-3184
Kristopher.dixon@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Tabitha Biehl
4177 Ben Durrance Road
Bartow, FL 33880
863-534-7377
tabithabiehl@polkfl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager prior to execution of the contract or amendment.. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

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(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L).

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement

(20) Funding/Consideration.

(a) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(b) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance

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and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(c) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(d) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient.

(e) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(f) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(g) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(h) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(i) Funding for this Agreement is appropriated under Public Law 118-158, Division I, the "The Disaster Relief Supplemental Appropriations Act, 2025" for the purpose of assisting in long-term recovery from major disasters that occurred in 2023 and 2024 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(j) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce

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under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

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(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

(a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) Copyright, Patent and Trademark.

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Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce 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 by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

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(c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure 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 Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

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(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

(b) Section 448.095, F.S., requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

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(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

(a) Benefit to low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

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(31) Waste, Fraud, Abuse, and Whistleblower Protections.

(a) In accordance with 2 CFR 200.113, Commerce and Subrecipient of CDBG-DR must promptly inform in writing the Office of Inspector General (OIG) and HUD when it has credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuities or a violation of the civil False Claims Act that could potentially affect the Federal award at https://www.hudoig.gov/ hotline/report-fraud (a subrecipient of CDBG–DR must also inform the CDBG-DR grantee that awarded it funding). All other instances of fraud, waste, and abuse should be referred to the HUD OIG Fraud Hotline (phone: 1–800–347– 3735 or email: hotline@hudoig.gov).

(b) Commerce and Subrecipient must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: (1) Gross mismanagement of a Federal contract or grant; (2) Waste of Federal funds; (3) Abuse of authority relating to a Federal contract or grant; (4) Substantial and specific danger to public health and safety; or (5) Violations of law, rule, or regulation related to a Federal contract or grant.

(32) Contracting With Entities Of Foreign Countries Of Concern Prohibited

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(33) Foreign Influence

In accordance with section 286.101, F.S., if this Agreement has a value of $100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(34) Human Trafficking

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

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If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

	POLK COUNTY, a Political Subdivision of the State of Florida		**FLORIDA DEPARTMENT OF COMMERCE**
By	_____	**By**	_____
	Signature		Signature
	Martha Santiago, Ed. D.		**J. Alex Kelly**
Title	**Chair**	**Title**	**Secretary**
Date	_____	**Date**	_____
Federal Tax ID #	**59-6000809**		
UEI #	**JBN5EHFNGUG9**		

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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Attachment A – Scope of Work

1. PROGRAM DESRIPTION:

Hurricane Idalia (Category 4, August 2023), Hurricane Debby (Category 1, August 2024), Hurricane Helene (Category 4, September 2024) and Hurricane Milton (Category 5, October 2024) devastated the state of Florida. Each of these storms made landfall on Florida's Gulf Coast, bringing strong winds, heavy rainfall and severe flooding to many parts of the state. The North Florida Tornadoes (May 2024) brought severe weather, including at least 4 tornadoes, to the Big Bend area.

On January 16, 2025, the U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida will receive $925,394,000 in funding to support long-term recovery efforts following the impacts of severe weather events in 2023 and 2024 through the Florida Department of Commerce's ("FloridaCommerce") Office of Long-Term Resiliency (OLTR). Community Development Block Grant Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted.

FloridaCommerce's Rebuild Florida Infrastructure Repair Program has been allocated $400 million to fund infrastructure restoration and improvement projects in communities impacted by the 2023 and 2024 Storms.

Eligible activities within this program may include, but are not limited to the following:

- Restoration or improvements of infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).
- Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.
- Renourishment of protective coastal dunes systems and state beaches.
- Repairs to damaged buildings that are essential to the health, safety and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, homeless shelters, schools and educational facilities and other public properties, including properties serving as emergency shelters).
- Communications infrastructure
- Repairs to water lines and systems, sewer lines and systems, drainage and flood mitigation systems. Natural or green infrastructure.

2. PROJECT DESCRIPTION:

Polk County, political subdivision of the State of Florida has been award $70,000,000.00 of CDBG-DR funding for the Lakeland to Bartow Lake Watershed – Peace River Resilience Project, a comprehensive, regional infrastructure and mitigation initiative designed to address flooding, stormwater management, and water quality impacts exacerbated by the 2023–2024 storm season. Extreme rainfall overwhelmed existing drainage systems, elevated lake levels across the watershed, and caused prolonged flooding in multiple communities, many of which include low- and moderate-income neighborhoods.

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The project encompasses multiple coordinated project components across the Lake Hancock basin, including Lake Gibson, Lake Parker, Lake Bonny, Saddle Creek, and the headwaters of the Peace River. Project activities Project activities include rehabilitation and retrofitting of stormwater infrastructure and pump stations; expansion of flood storage capacity through infrastructure improvements and strategic land acquisition from willing sellers; restoration of headwater areas to improve natural flood attenuation; and implementation of advanced water quality improvements, including algae harvesting and nutrient reduction measures. These combined actions are designed to reduce flood risk, improve system performance during storm events, and protect downstream water resources..

a) The Lakeland to Bartow Lake Watershed – Peace River Resilience project will be completed through a partnership with contracted engineers, contracted grant management firms, construction firms, and county staff. The county will competitively procure the following services to include engineering services, grant administrative services, and construction contractor(s).
b) Construction will begin upon the completion of the project's final design, environmental review clearance which includes the receipt of the Project's Authority to Use Grant Funds, and construction procurement process.
c) The project meets the Urgent Need National Objective as existing conditions related to recent disaster events during the 2023–2024 storm season pose a serious and immediate threat to public health and safety. This project addresses storm-related flooding and water quality threats by strengthening stormwater systems, increasing flood storage, and restoring watershed functions to protect communities and critical resources during future disasters.

There are no leveraged funds committed to this project.

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within forty-five (45) calendar days of execution of the agreement:

1) Organizational Chart with contact information; If staffing changes, there must be an updated Organizational Chart submitted with the monthly report.
2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

An updated signed and dated Attachment B and Attachment C should be sent in with each monthly report. Any changes to the project timeline or budget must be approved by the Grant Manager for FloridaCommerce.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager within forty-five (45) calendar days of Agreement execution. Please have a copy of the policies available for future HUD and/or Commerce monitoring visits.

1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.

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4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Upload required documents into a system of record provided by Commerce.
E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
F. The subrecipient should maintain a separate public webpage dedicated to its CDBG-DR funded activities. The webpage should allow the general public to see how all grant funds are used and administered. The public website must provide meaningful access in compliance with Section 504, Title II of the ADA, and Title VI. The website must include copies of all relevant procurement documents for all contracts, as defined in 2 CFR 200.1, that will be paid with CDBG-DR funds; and a summary including the description and status of services or goods currently being procured (e.g., phase of the procurement, requirements for proposals, etc.). Contracts and procurement actions that do not exceed the micro-purchase threshold, as defined in 2 CFR 200.1, are not required to be posted.
G. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
H. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copies of all proposed procurement solicitations to Commerce ten (10) business days prior to posting as detailed in Attachment D of the Subrecipient Agreement. The solicitation document will be reviewed by the Commerce Grant Manager to ensure it meets the procurement standards listed in 2 CFR 200.318-327. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
I. The Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.
J. Submit final invoice to Commerce within 45 days of the completion of the project.
K. Submit closeout packet to Commerce within 45 days of submitting the final invoice.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
2) Developed, adopted, and submitted required policies listed in this agreement.
3) Prepared procurement documents.
4) Prepared list of minority and women business enterprise (MBE/WBE) firms.
5) Prepared and submitted public notices for publications.
6) Maintained financial records related to project activities.
7) Conducted a Fair Housing activity.
8) Attended a pre-bid conference, bid opening, or preconstruction meeting.
9) Maintained project files.

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10) Attended meetings and provided progress reports on project activities.
11) Prepared documentation for and/or participated in monitoring and/or site visits conducted by Commerce.
12) Prepared and submitted financial activity to Commerce.
13) Prepared and submitted detailed monthly and quarterly reports to Commerce.
14) Prepared and submitted Section 3 reports to Commerce (in compliance with Section 3 of the HUD Act of 1968).
15) Prepared and submitted agreement modification document for Commerce review and approval.
16) Prepared and submitted responses to monitoring findings and concerns to Commerce or HUD.
17) Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

B. **Deliverable No. 2 – Environmental and Engineering Services**

Tasks that are eligible for reimbursement are as follows:

1) Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida which may include: (1) engineering drawings, (2) specifications, (3) modeling updates, (4) erosion and sediment control plans, (5) construction cost estimate, (6) surveys, and (7) developing or refining alternatives for stormwater infrastructure upgrades and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
    a) Water Infrastructure Repair
    b) 21st Century Water Quality Improvement Solutions

2) Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
    a) Water Infrastructure Repair
    b) 21st Century Water Quality Improvement Solutions

3) Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act referenced in Attachment D.4.b of this Agreement and carried out any mitigation measures required as a result of the Environmental Review findings.
    a) Water Infrastructure Repair
    b) 21st Century Water Quality Improvement Solutions
    c) Peace Creek Headwater Restoration

4) Construction procurement support, including pre-bid meetings, responses to contractor questions, preparation of addenda, and technical assistance during bid evaluation and contract award.
    a) Water Infrastructure Repair
    b) 21st Century Water Quality Improvement Solutions
    c) Peace Creek Headwater Restoration

5) Construction Engineering Inspection (CEI) services, including on-site inspections, review of contractor submittals, schedules, change orders, and pay applications to verify compliance with

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approved plans and specifications and conducting final inspection to verify and complete certification of project completion.

a. Water Infrastructure Repair
b. 21st Century Water Quality Improvement Solutions
c. Peace Creek Headwater Restoration

6) Review of certified payrolls and coordination with the Grant Administrator to support compliance with the Davis-Bacon Act and related labor standards.
   a. Water Infrastructure Repair
   b. 21st Century Water Quality Improvement Solutions
   c. Peace Creek Headwater Restoration

C. **Deliverable No. 3 – Water Infrastructure Repair: Construction**

Tasks that are eligible for reimbursement are as follows:

1) Mobilization, site preparation, establishment of construction access, staging areas, and implementation of erosion control, environmental protection, and safety measures at project locations throughout the Lakeland-to-Bartow watershed.
2) Construct, rehabilitate, and retrofit stormwater infrastructure, including pump stations, drainage conveyance systems, control structures, and associated appurtenances.Construct and expand flood storage areas and water control features to increase basin-wide storage capacity.
3) Restoration of acquired and disturbed lands through grading, stabilization, revegetation, and ecological restoration activities to enhance natural flood attenuation and watershed function.
4) Installation of advanced water quality protection measures
5) Construction of associated site improvements, including access improvements, drainage features, erosion and sediment control measures, utility connections, and monitoring infrastructure. Construction and rehabilitation of flood management infrastructures Construction of nature-based solutions, including but not limited to living shorelines, and treatment wetlands. Construction of flood storage areas
6) Coordination with partner agencies and stakeholders, as required, to ensure construction activities are integrated with regional flood management and environmental protection efforts.
7) Perform testing, start-up, and commissioning of mechanical, electrical, and water control systems to verify operational performance and design criteria.
8) Restoration of disturbed areas, site cleanup, stabilization, and demobilization upon completion of construction activities.
9) Acquisition of flood-prone and environmentally sensitive properties from willing sellers.
10) Purchase of materials and equipment necessary to complete all construction activities listed above.

D. **Deliverable No. 5 – 21st Century Water Quality Improvement Solution Construction**

Tasks that are eligible for reimbursement are as follows:

1) Mobilization, site preparation, establishment of construction access, staging areas, and implementation of erosion control, environmental protection, and safety measures at project locations throughout the Lakeland-to-Bartow watershed.
2) Acquisition from willing sellers, site suitable for project implementation.

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3) Restoration of acquired and disturbed lands through grading, stabilization, revegetation, and ecological restoration activities to enhance natural flood attenuation and watershed function.
4) Installation of advanced water quality protection measures, including algae harvesting systems and associated treatment technologies.
5) Construction of associated site improvements, including access improvements, drainage features, erosion and sediment control measures, utility connections, and monitoring infrastructure.
6) Coordination with partner agencies and stakeholders, as required, to ensure construction activities are integrated with regional flood management and environmental protection efforts.
7) Perform testing, start-up, and commissioning of mechanical, electrical, and water control systems to verify operational performance and design criteria.
8) Restoration of disturbed areas, site cleanup, stabilization, and demobilization upon completion of construction activities.
9) Purchase of materials and equipment necessary to complete all construction activities listed above.

E. **Deliverable No. 6 – Peace Creek Headwaters Restoration Construction**

Tasks that are eligible for reimbursement are as follows:

1) Mobilization, site preparation, establishment of construction access, staging areas, and implementation of erosion control, environmental protection, and safety measures at project locations throughout the Lakeland-to-Bartow watershed.
2) Construct, rehabilitate, and retrofit stormwater infrastructure, including pump stations, drainage conveyance systems, control structures, and associated appurtenances.
3) Construct and expand flood storage areas and water control features to increase basin-wide storage capacity.
4) Restoration of acquired and disturbed lands through grading, stabilization, revegetation, and ecological restoration activities to enhance natural flood attenuation and watershed function.
5) Installation of advanced water quality protection measures, including algae harvesting systems and associated treatment technologies.
6) Construction of associated site improvements, including access improvements, drainage features, erosion and sediment control measures, utility connections, and monitoring infrastructure.
7) Coordination with partner agencies and stakeholders, as required, to ensure construction activities are integrated with regional flood management and environmental protection efforts.
8) Perform testing, start-up, and commissioning of mechanical, electrical, and water control systems to verify operational performance and design criteria.
9) Restoration of disturbed areas, site cleanup, stabilization, and demobilization upon completion of construction activities.
10) Purchase of materials and equipment necessary to complete all construction activities listed above.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	**Minimum Level of Service**	**Financial Consequences**

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Subrecipient shall provide project implementation activities as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A, Attachment A – Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable No. 1 Cost: $ 200,000.00
Deliverable No. 2 – Environmental & Engineering Services		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Subrecipient shall complete tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion at twenty five percent (25%) design, fifty percent (50%) design, seventy five percent (75%) design, ninety percent (90%) design, and one hundred percent (100%) design in accordance with Section 4.B. of this Scope of Work, evidenced by submittal of the following documentation: 1. Documentation from a Professional Engineer licensed in Florida to verify design percentage completed, if applicable; 2. Invoice Package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Subrecipient shall complete task as detailed in Section 4.B.2-6 of this Scope of Work	Subrecipient may request reimbursement upon completion of a minimum of one (1) Engineering task as detailed in accordance with Section 4.B.2 – 6 of this Scope of Work, evidenced by submittal of the following documentation: 1. Copies of CEI Reports received through Construction Phase; and 2. Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable No. 2 Cost: $2,400,000.00
Deliverable No. 3 - Water Infrastructure Repair: Construction		

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Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete task as detailed in Section 4.C.1-9 of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.1-9 of this Scope of Work in the following increments: 5%, 10%, 15%, 20%, 25%, 30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 70%, 75%, 80%, 85%, 90%, 95% and 100%, evidenced by submittal of the following documentation: 1. AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion. 2. Photographs of project in progress and completed; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Subrecipient shall complete task as detailed in Section 4.C.10 of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C.10 of this Scope of Work, evidenced by submittal of the following documentation: 1. Copies of supporting documentation for payment of material; and 2. Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable No. 3 Cost: $39,800,000.00
Deliverable No. 5 – 21st Century Water Quality Improvement Solution: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Subrecipient shall complete tasks as detailed in Section 4.D.1-8 of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.D.1-8 of this Scope of Work in the following increments: 5%, 10%, 15%, 20%, 25%, 30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 70%, 75%, 80%, 85%, 90%, 95% and 100%, evidenced by submittal of the following documentation:	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

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	1. AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion. 2. Photographs of project in progress and completed; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	
Subrecipient shall complete task as detailed in Section 4.D.9 of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.D.9 of this Scope of Work, evidenced by submittal of the following documentation: 1. Copies of supporting documentation for payment of material; and 2. Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable No. 5 Cost: $4,500,000.00
Deliverable No. 6 – Peace Creek Headwaters Restoration Project: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Subrecipient shall complete task as detailed in Section 4.E.1-9 of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.E.1-9 of this Scope of Work in the following increments: 5%, 10%, 15%, 20%, 25%, 30%, 35%, 40%, 45%, 50%, 55%, 60%, 65%, 70%, 75%, 80%, 85%, 90%, 95% and 100%, evidenced by submittal of the following documentation: 1. AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion. 2. Photographs of project in progress and completed; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

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Subrecipient shall complete task as detailed in Section 4.E.10 of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.E.10 of this Scope of Work, evidenced by submittal of the following documentation: 1. Copies of supporting documentation for payment of material; and 2. Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable No. 6 Cost: $23,100,000.00
		TOTAL PROJECT COST NOT TO EXCEED $70,000,000.00

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient is allowed to submit multiple invoices per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverable tasks have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.
B. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5,

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DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.

2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
3) A copy of all supporting documentation for vendor and subcontractor payments.
4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.

C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.
   1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Project Implementation					
2. Engineering Services					
3. Construction					
4. Acquisition if applicable					
TOTALS					

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

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Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**
		Deliverable 1 – Project Implementation		
		Deliverable 2 – Engineering - Create a full design package		
		Deliverable 3 – Construction		

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1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall provide Commerce review all professional services and construction contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:

   a. Copy of the advertisement, including an affidavit of publication notifying public of upcoming solicitation.
   b. Draft Solicitation including but not limited to Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bids (ITB).
   c. Draft Contract(s)/Agreement(s).
   d. Executed Contract(s)/Agreement(s).

   Commerce will review the procurement documents listed above and provide feedback to the Subrecipient to help ensure the procurement meets the State and Federal procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative and engineer expenses, Subrecipient shall complete the following:
   a. Submit for Commerce's review of the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount by Commerce is incurred before Commerce reviews the procurement. If - the procurement of a professional services contract is not compliant the local government will not be able to utilize CDBG-DR funds for that contract.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. <u>If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request.</u> **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE COMMERCE HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-465; hereinafter, the "URA"),

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implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:

   a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
   b. Section 3 Participation Report (Construction Prime Contractor);
   c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
   d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce.

9. For each project, when Subrecipient issues a Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
   a. Notice to Proceed;
   b. The contractor's performance bond (100 percent of the contract price); and
   c. The contractor's payment bond (100 percent of the contract price).

10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

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12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
    a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
    b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR–6489–N–01) (January 8, 2025) (hereinafter the "Universal Notice"). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. **Single Audit**

   Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. **Inspections and Monitoring**

   Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

   Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

   This review must include:

   (1) Reviewing financial and performance reports required by the Grantee;

   (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

   (3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

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3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/, in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

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Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. **General Compliance**:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or

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because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. **Assurances and Real Property Covenants**:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. **Veteran, Women- and Minority-Owned Businesses**

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. **Notifications**

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. **Labor Standards**

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain

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documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. **Section 3 Benchmarks and Reporting**

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. **Hatch Act**

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. **Conflict of Interest**

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. **Lobbying Certification**

Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. **Prohibition on Choice Limiting Activities Prior to Environmental Review**

   Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. **Air and Water**

   Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

   A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
   B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
   C. The Clean Air and Water Act: If this Contract is in excess of $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
   D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. **Flood Disaster Protection**

   Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these

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requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R.

5. **Historic Preservation**

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to construction projects, particularly those located in areas with the potential to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

6. **HUD Environmental Review Requirements**

The Subrecipient shall develop and maintain an Environmental Review Record (ERR) in compliance with 24 CFR Part 58. The ERR shall include verifyable documentation of compliance with the Part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate.

XIV. Additional Regulations

A The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.

B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq*., which prohibits discrimination on the basis of sex in educational programs.

C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

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H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

K. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PWORA). The Grantee must administer its grant that funds this Agreement in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the PWORA as amended (8 U.S.C. 1601-1646) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws. If applicable, no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation. Unless excepted by PRWORA, the Grantee must use Systematic Alien Verification for Entitlements (SAVE), or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.206, 2 CFR § 200.208 and/or 2 CFR § 200.339f

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Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community consistent with 24 CFR 5.151 and 5.152.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

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Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. . Per the 29 CFR part 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

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G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that **Polk County Board of County Commissioners** shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: **Martha Santiago, Ed. D.**

Title: **Chair**

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Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Events of Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress** Report must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each Subrecipient's fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5).

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work***, ***Project Budget and Activity Work Plan.***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

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Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

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Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

3. A Subrecipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies

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with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@Commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits
   342 Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

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Electronic copies (preferred): Audit@Commerce.fl.gov	or	Paper (hard copy): Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	*$70,000,000.00*
Assistance Listing Number Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Assistance Listing Number:	14.228
Project Description: *This is not a research and development award.*	Grant funding is being provided for Polk County to implement a regional watershed resilience strategy to reduce flooding impacts and protect downstream water resources, increase flood storage capacity, improve stormwater system performance, and enhance public safety for communities throughout the Lakeland-to-Bartow lake system.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

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Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.	
Subrecipient: Polk County, a Political Subdivision of the State of Florida.	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)?
   ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?
   ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Subrecipient expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

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Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

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Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) See 2 CFR § 200.323 - Procurement of recovered materials.

(J) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(K) See 2 CFR § 200.322 - Domestic Preferences for procurements.

(L)

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered by and between Polk County Board of County Commissioners (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

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Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

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The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

	POLK COUNTY, a Political Subdivision of the State of Florida		**FLORIDA DEPARTMENT OF COMMERCE**
By	_____	**By**	_____
	Signature		Signature
	Martha Santiago, Ed. D.		**J. Alex Kelly**
Title	**Chair**	**Title**	**Secretary**
Date	_____	**Date**	_____

Agenda Item G.2. 5/5/2026

SUBJECT

Approve a State-Funded Grant Agreement between the Florida Department of Transportation ("FDOT") and Polk County in conjunction with the Power Line Road Phase 2 Project. ($7,500,000 one-time money)

DESCRIPTION

The County has a Community Investment Project to improve Power Line Road to a four-lane corridor from South Boulevard to Hinson Avenue known as Power Line Road Phase 2. To allow for construction of the roadway, the County will need to acquire additional right-of-way and easements from impacted property owners. The engineering design of the project is very nearly complete, and right-of-way acquisition is expected to begin in the coming months.

The County submitted a grant application to FDOT for right-of-way acquisition funding for the Power Line Road Phase 2 Project. The grant was approved and the FDOT has provided a State-Funded Grant Agreement (FPN: 452963-3-44-01) in the amount of $7,500,000 for right-of-way acquisition funding. The County would be responsible for any costs in excess of the grant funding. The grant funding source is not federal, nor does the type of funding, or the agreement, federalize the project. The County Attorney's Office and the Real Estate Services Director have reviewed the agreement and recommend approval. Approving the State-Funded Grant Agreement will give the County grant funding towards right-of-way acquisition costs associated with the Power Line Road Phase 2 Project.

RECOMMENDATION

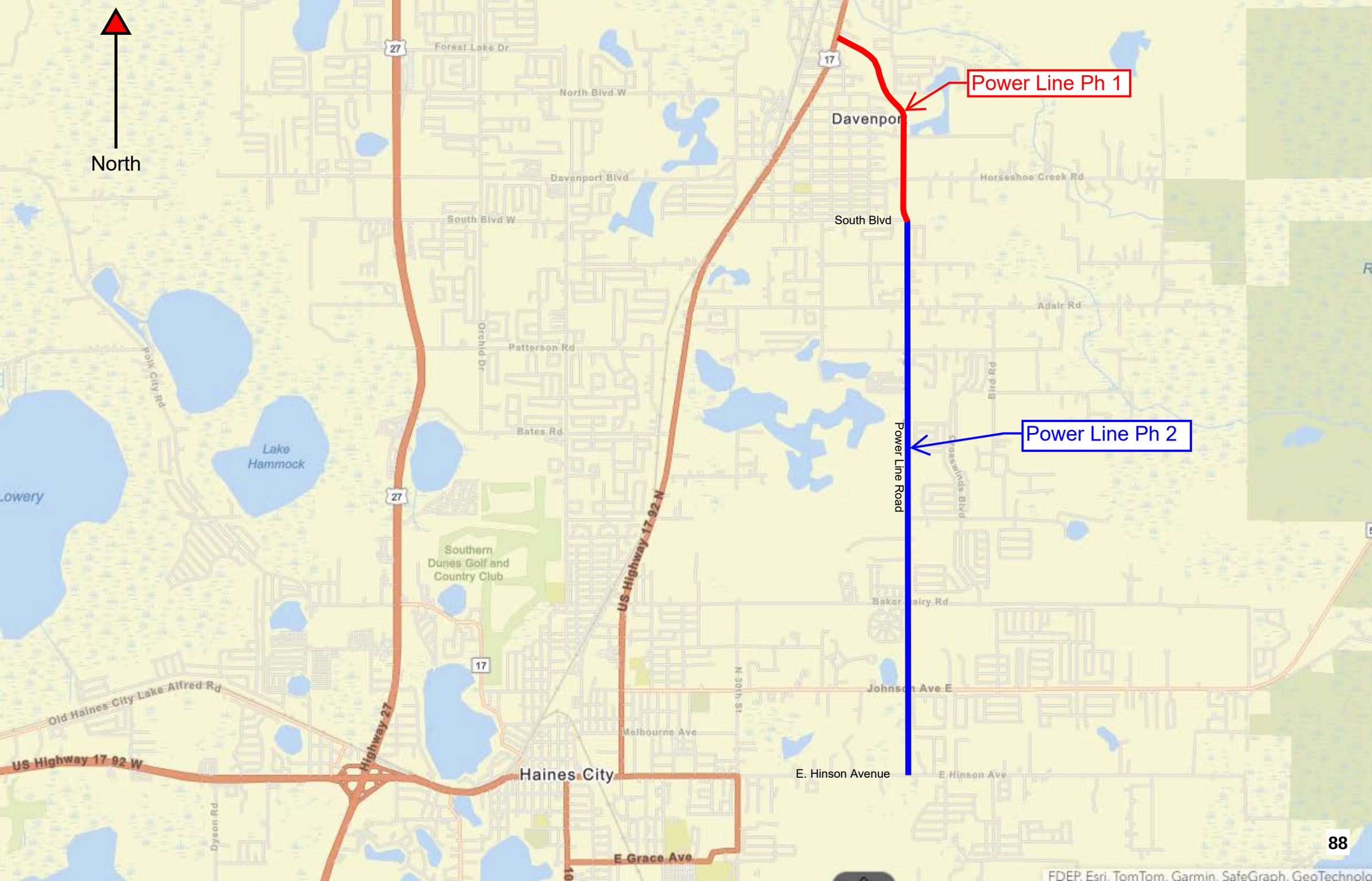
Request Board approve the aforementioned State-Funded Grant Agreement.

FISCAL IMPACT

Upon approval of the Grant Agreement, funding will be budgeted within the Special Revenue Grant fund for Roads and Drainage CIP FY 26/27 project during the budgeting process.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Power Line Ph 1
Power Line Ph 2
South Blvd
Power Line Road
E. Hinson Avenue
Haines City
Davenport
Lake Hammock
Southern Dunes Golf and Country Club
US Highway 17 92 W
US Highway 17 92 N
Highway 27
Old Haines City Lake Alfred Rd
Forest Lake Dr
North Blvd W
Davenport Blvd
South Blvd W
Patterson Rd
Bates Rd
Orchid Dr
Polk City Rd
Horseshoe Creek Rd
Adair Rd
Bird Rd
Melbourne Ave
N 30th St
E Grace Ave
E Hinson Ave
Dyson Rd
27
17
88
FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnolo

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STATE-FUNDED GRANT AGREEMENT

FPN: 452963-3-44-01	Fund: EM26/GR26	FLAIR Category:
	Org Code: 55013050155	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 16 - Polk	Contract No:	Vendor No: F596000809027

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Polk County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☒ Chapter 2025-198. Laws of Florida CSFA 55.039 , Specific Appropriation 1859A , CSFA 55.039

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through state funding and financial oversight of Right-of-Way services on a project which consist of widening of a existing roadway from 2 lanes to 4 lanes on Power Line Road from South Blvd to Hinson Avenue, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $7,500,000.00 (Seven Million, Five Hundred Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $7,500,000.00 (Seven Million, Five Hundred Thousand Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

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contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the

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equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

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e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

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the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Polk County

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

DS
DC

By: _____

Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 452963-3-44-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Polk County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 3.252

County	Roadway ID	Roadway Side	# of Lanes	MP From/To	Section Work Length
Polk	16000300	COMPOSITE	2	0 / 0.301	0.301
	16000300	COMPOSITE	2	0.301 / 0.378	0.077
	16000300	LEFT RDWY	1	0.378 / 0.5	0.122
	16000300	RIGHT RDWY	1	0.378 / 0.5	0.122
	16000300	LEFT RDWY	1	0.5 / 0.502	0.002
	16000300	RIGHT RDWY	1	0.5 / 0.502	0.002
	16000300	LEFT RDWY	1	0.502 / 0.718	0.216
	16000300	RIGHT RDWY	1	0.502 / 0.718	0.216
	16000300	COMPOSITE	2	0.718 / 2.328	1.610
	16000300	COMPOSITE	2	2.328 / 2.439	0.111
	16000300	COMPOSITE	2	2.439 / 3.186	0.747
	16000300	COMPOSITE	2	3.186 / 3.238	0.052
	16000300	COMPOSITE	2	3.238 / 3.24	0.002
	16000300	COMPOSITE	2	3.24 / 3.252	0.012

PROJECT DESCRIPTION: Power Line Road Segment 2 South Blvd to Hinson Ave.

The project scope consist of widening of an existing roadway from 2 lanes to 4 lanes on Power Line Road from South Blvd to Hinson Avenue.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's Local Programs office for review and approval to coordinate permitting with the Department, and notify Local Programs prior to commencement of any right-of-way activities.

The right-of-way acquisition process shall comply with Section 253.025, F.S. The subject project is not federalized-non Highway System therefore, Polk County may utilize its own right-of-way procedures to acquire Right-of-Way.

The recipient is to provide Right-of-Way Maps, parcel sketches and parcel legal descriptions for review and approval by the Local Programs.

The recipient is to provide a summary of the total number of parcels required, if there are any improvements within the proposed acquisition area, if there are any required business or residential relocations required, and what interest is being acquired (i.e. fee simple, perpetual easement, temporary easement, etc...)

The recipient shall prepare parcel files for each parcel: a general file, appraisal information file and a condemnation file.

The recipient shall obtain Title Search for all parcels from which a real property interest will be acquired. Title search reports will include copies of all documents that create, or purport to create, an interest, lien or encumbrance in the parcel. FDOT Title Search requirements must be provided, including a 30-year chain of title.

The recipient shall obtain Appraisals for all parcels from which a real property interest will be acquired. If the Recipient hires a Consultant to prepare the Appraisals, the Appraisal Consultant must be hired from an approved list provided by Local Programs. Appraisal Consultants not included in an FDOT approved list shall be deemed acceptable at the discretion of the FDOT District Right-of-Way District Right-of-Way Manager. Appraisal must be state certified and follow the Uniform Standards of Professional Appraisal practive (USPAP) requirements.

The recipient must provide the draft request for proposal (RFP) for acquisition services for review and approval by Local Programs, additionally the recipient must advertise the project for professional acquisition service.

If requested by Local Programs, the recipient shall provide copies of the appraisal reports for review and approval by the Local Programs. Any required corrections must also be reviewed and approved by Local Programs.

The recipient shall prepare the required documents for acquisition including, as appropriate: offer letter, appropriate conveyance document, partial release, and subordinations.

The recipient shall maintain a contact sheet with detailed information regarding contacts with the owner or agent and other particulars.

The recipient shall complete “Good Faith” negotiation process for 30-day period following the date the offer was received by the owner

The recipient shall complete the closing process for parcels which offers are accepted.

The recipient shall properly record documents with the Clerk of the Circuit Court upon completion of closing.

The recipient shall coordinate activities with other infrastructure projects that are impacted by or impact this project.

State Funded certification must comply with state laws.

The Recipient shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Right-of-Way to be certified by 12/31/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
N/A

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Polk County 330 W Church Street, Bartow, FL 33830	452963-3-44-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY: **2026**	Maximum Department Participation (EM26/GR26)	$7,500,000.00	$	$7,500,000.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$7,500,000.00 100.00%	$ 0.00 %	$7,500,000.00 100.00%	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$7,500,000.00	$ 0.00	$7,500,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kelly L. Kautz
District Grant Manager Name

Kelly L. Kautz
Digitally signed by: Kelly L. Kautz
DN: CN = Kelly L. Kautz email = kelly.kautz@dot.state.fl.us C = US O = Local Programs OU = Program Management
Date: 2026.01.05 09:08:18 -05'00'

Signature Date

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

---

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Chapter 2025-198. Laws of Florida. Specific Appropriation 1859A, CSFA 55.039

***Award Amount:** $7,500,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Polk County

Board of County Commissioners

Agenda Item G.3. 5/5/2026

SUBJECT

Approve a CIP amendment and a budget transfer of $3,000,000 from the Polk County Sheriff's Office Central County Jail (CCJ) expansion CIP project to the Kathleen Government Center CIP project (one-time transfer $3,000,000).

DESCRIPTION

The Polk County Sheriff's Office Central County Jail (CCJ) expansion project was funded at $3 million in FY 25/26, but the timeline has been pushed a few years into the future. The Kathleen Government Center CIP project is poised to move forward now, so shifting the existing budget from the jail expansion project will allow Polk County to completely design the project, hire a Construction Manager at Risk (CMAR), and establish a Guaranteed Maximum Price (GMP), thereby identifying the exact amount of funds needed for this project. Future fund requests are anticipated for replenishment of the jail expansion project.

RECOMMENDATION

Request Board approval for a CIP amendment and a budget transfer of $3,000,000 from the Polk County Sheriff's Office Central County Jail (CCJ) expansion CIP project to the Kathleen Government Center CIP project.

FISCAL IMPACT

Funds in the amount of $3,000,000 are available in the General Capital Improvement Fund.

CONTACT INFORMATION

Keith R. Tate, Director

Facilities Management Division

863-534-5511

keithtate@polkfl.gov

CIP BUDGET AMENDMENT REQUEST

(Used for all amendments/transfers per CIP Policy approved 17 December 2019)

Date	5/5/2026
CIP Project(s)	Kathleen Government Center
Division	Facilities Management
BRJ ID:	

For Transfers under CIP Policy 6.a and 6.b shown below | **For CIP Policy 6.b only**

	Amount **FROM**	Fund	Cost Center	Account	Project	Total Project Budget	% Decrease
TOTAL	$ -						
	Amount **TO**						% Increase
TOTAL	$ -						

JUSTIFICATION **(Attached Current Fiscal Year CIP Detail Sheets)**

The Central County Jail (CCJ) expansion is being pushed out several years, moving the $3 Million in funds set aside to design the jail expansion to the Kathleen Government Center project which will allow Polk County to completely design the project, hire a Construction Manager at Risk (CMAR), and establish a Guaranteed Maximum Price (GMP) for the project thereby identifying the exact amount of funds needed for this project.

APPROVALS

Division Director Approval:		4/21/26
Policy 6.a: Budget/Procurement		**Policy 6.b: County Management/Designee**
	4/21/26 (Date)	(Date)

6. **Amending the Adopted CIP** - Circumstances may arise during the fiscal year which makes it necessary to amend the Adopted CIP. Since many of the County's CIP projects span multiple years and funding sources, the Board considers certain variances of estimates to be reasonable and not require BoCC approval. The CIP may be amended as follows:

   a. The Budget and Procurement Director or designee may administratively approve changes to the funding source of a project, as long as the total project budget does not change.

   b. The County Manager or designee may approve project budget increases or decreases, which are less than 5% of the total project budget or $250,000 (whichever is less). Multiple amendments to the same project can be approved by the County Manager if the total is under 5% or $250,000.

AC 4/21/202

For Transfers Requiring Board Approval | **Board Date:**

	Amount **FROM**	Fund	Cost Center	Account	Project
	$ 3,000,000.00	30801	570308010	5666000	5700077
TOTAL	$ 3,000,000.00				
	Amount **TO**	Fund	Cost Center	Account	Project
	$ 3,000,000.00	30801	570308002	5666000	5700078
TOTAL	$ 3,000,000.00				

Justification: See attached Agenda Backup

Requesting Division: FORWARD TO BUDGET & MANAGEMENT SERVICES (CA02) (Rev. 03-26)

Agenda Item G.4. 5/5/2026

SUBJECT

Execute a Local Agency Program (LAP) Agreement No. 452132-1-58-01 with the Florida Department of Transportation (FDOT), and Resolution to establish that Polk County will serve as the LAP manager on behalf of the City of Lake Wales for the Ridge Scenic Highway (RSH) Connector Trail project.

DESCRIPTION

The design of the RSH Connector Trail is currently in progress by KCA, Corp. The 8' wide multi-use trail is approximately 0.55 miles long, beginning at East Central just east of Scenic Highway, then turns north along North 3rd Street, then west at East Seminole Avenue, then north to the trail terminus of the existing Lake Wales Trailway. The LAP management of the design is covered under an executed Interlocal Agreement between Lake Wales and Polk County and a Local Funding Agreement between FDOT and Polk County.

The proposed LAP Agreement is for construction funds for the RSH Connector Trail in the amount of $808,992.00 with Federal-aid funds provided by FDOT. The City of Lake Wales will be responsible for any costs in excess of these Federally provided funds.

All costs that exceed this amount will be the responsibility of the City of Lake Wales by way of an Interlocal Agreement between the City of Lake Wales and Polk County.

RECOMMENDATION

Request the Board authorize the Chairperson to execute the LAP Agreement (FPN: 452132-1-58-01) with the FDOT.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Robert Collins
Project Management
Roads and Drainage Division
(863) 535-2326

Jay Jarvis, PE

Roads and Drainage Division Director
(863) 535-2200

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE)
Noah Milov
Heather Bryan ✓

FROM: Robert Collins 863-535-2326 (Name and Phone Number)

DATE: 2/25/26

RETURN TO: Robert Collins TR01

DIVISION: Roads and Drainage

BOARD AGENDA DATE: ~~March 17~~ 4/18/26

COUNTY MANAGER ITEM: ☐

PROJECT: Ridge Scenic Highway (RSH) Connector Trail LAP Agreement and Resolution

CSA/CONTRACT NUMBER: N/A

MODIFICATION NUMBER: _____ CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: LAP Agreement

NAME OF CONSULTANT/CONTRACTOR: N/A

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL:

Reviewed as to form and legal sufficiency
Heather Bryan 3/24/26
County Attorney's Office Date

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

For CAO Use Only: County Attorney

Assigned Staff: Heather Log-In Date: MAR 24 2026

CAO Project Number: 2026-202 Log-Out Date: 3-26-26

COUNTY OF POLK, STATE OF FLORIDA

RESOLUTION NO. 2026 -_____

Local Agency Program Agreement (FPN: 452132-1-58-01) with the Florida Department of Transportation for the Ridge Scenic Highway (RSH) Connector Trail proposed east of Scenic Highway along Central Ave., 3rd Street, Seminole Ave., and north on Scenic Highway to connect to the existing Lake Wales Trail Way.

A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXECUTION OF THAT CERTAIN LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Polk County Board of County Commissioners have the authority to enter into a LAP Agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute § 339.08.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida that:

1. The LAP Agreement with the Florida Department of Transportation for the Ridge Scenic Highway Connector Trail Project east of Scenic Highway along Central Ave.,3rd Street, Seminole Ave., and north on Scenic Highway to connect to the existing Lake Wales Trail Way is approved; and

2. The Chairperson of the Board of County Commissioners, or in his/her absence the Vice Chairperson, is hereby authorized to enter into, modify, or terminate the LAP Agreement with the Florida Department of Transportation, unless specifically rescinded.

DULY ADOPTED this ____ day of _____, 2026.

ATTEST:
STACY M. BUTTERFIELD, CLERK

BOARD OF COUNTY COMMISSIONERS POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____

Date: _____

Reviewed as to form and legality:

By: Heather Bryan 4/10/2026
County Attorney's Office Date

Docusign Envelope ID: 5AD4A81E-31B5-4558-9A28-23D6015DD8B7

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 452132-1-58-01	FPN:	FPN:
Federal No (FAIN): D125-106-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACSU	Fund:	Fund:
Org Code: 55014010106	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No:16 - Polk Contract No:
Recipient Vendor No: F596000809027 Recipient Unique Entity ID (UEI) No: JBN5EHFNGUG9

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Polk County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through LAP funding and financial oversight of construction service on a project that consist of constructing an ADA-compliant 8- to 12-foot-wide asphalt multi-use path with a length of approximately 0.55 miles, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 06/30/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 853,152.00 (Eight Hundred, Fifty-Three Thousand, One Hundred, Fifty-Two Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $808,992.00 (Eight Hundred, Eight Thousand, Nine Hundred, Ninety-Two Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

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If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds

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approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's

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Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

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f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

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Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

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☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

   i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

   ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A", "B", "C", "D", "E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

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c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☒ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☒ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Polk County

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

DS
DC

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 452132-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Polk County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.746

County	Roadway ID	Roadway Side	Number of Lanes	MP From/To	Section Work Length
POLK					
	16000214	COMPOSITE	2	1.447 / 1.48	0.033
	16090000	COMPOSITE	2	19.768 / 19.855	0.087
	16900020	COMPOSITE	2	0.254 / 0.505	0.251
	16900021	COMPOSITE	2	0.159 / 0.534	0.375

PROJECT DESCRIPTION: The construction of the 8 to 12 foot asphalt multi-use path, Ridge Scenic Highway Connector Trail, east of Scenic Highway following Central Avenue, Third Street, Seminole Avenue and North on Scenic Highway to connect to the existing Lake Wales Trail Way

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

All work to be conducted outside of the Department Right-of-Way shall adhere to:
1) The current Florida Greenbook standards, as amended
2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:
1) The FDOT most current standard specification for road and bridge construction, and
2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:
1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT "Project Development and Environmental Manual"
3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Agency will be responsible for providing the Certification Clear Package the following items must be completed and signed by the authorized Agency representative: Rail Clear Letter, Permits Clear Letter, Utilities Clear Letter, and Executed Environmental Certification and Determination

The Agency will be responsible for providing the Construction LAP agreement partially executed with the executed Resolution by the agency signed through the agency's authorization process.

The Agency will be responsible for providing Bid Documents & Construction Checklist for reviewed, and approved, and the construction checklist must be signed by the agency and department before the project can be advertised.

For LAP projects that are on-system, the Agency will be responsible for providing the 30%, 60%, 90%, and 100% (final) plans submittals. Plan submittals, FDOT specification package, and signed and sealed Engineer's Estimate must be received with each submittal from the agency and must be reviewed and approved.

Without the FDOT's review and approval of these documents the project funding, LAP agreement, and NTP will be ineligible to be authorized, encumbered, and fully executed. All items must be reviewed, approved with the LAP agreement fully executed and executed Notice to Proceed issues by the Department prior to any construction related activities, including project advertisement.

Construction related activities conducted prior to the Notice to Proceed will not be reimbursed and may render the entire project ineligible for Federal funding.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

b) Design to be completed by: Late April - Early May of 2026
c) Right-of-Way requirements identified and provided to the Department by: Late April - Early May of 2026.
d) Right-of-Way to be certified by: Late April - Early May of 2026.
e) Construction LAP agreement to be Authorized, Encumbered, and Fully Executed by: June of 2026.
f) Construction to be completed by: June 30, 2028.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2026 for Construction services.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Polk County 3000 Sheffield Road Winter Haven, FL 33880	452132-1-58-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2026 (ACSU)	$ 853,152.00	$ 44,160.00	$ _____	$ 808,992.00
FY: (_____)	$ _____	$ _____	$ _____	$ _____
FY: (_____)	$	$	$	$
Total Construction Cost	$ 853,152.00	$ 44,160.00	$ 0.00	$ 808,992.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 853,152.00	$ 44,160.00	$ 0.00	$ 808,992.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kelly Kautz
District Grant Manager Name

Kelly L. Kautz
Digitally signed by: Kelly L. Kautz
DN: CN = Kelly L. Kautz email = kelly.kautz@dot.state.fl.us C = US O = Local Programs OU = Program Management
Date: 2025.12.17 13:44:22 -05'00'

Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view
Award Amount:	**$808,992.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law")
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

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EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called "Project Standards." Specifically, the Recipient agrees to:

    a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

    b) Properly mulch plant beds;

    c) Keep the premises free of weeds;

    d) Mow and/or cut the grass to the proper length;

    e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

    f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

    The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

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EXHIBIT "M"
ROADWAY LIGHTING MAINTENANCE

Paragraph is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

2023 XT000157

STATE OF FLORIDA)
)
COUNTY OF POLK)

I, Stacy M. Butterfield, Polk County Clerk and Comptroller, hereby certify that attached is the Interlocal Agreement between Polk County and the city of Lake Wales for the Ridge Scenic Highway (RSH) Connector Trail Project. This Interlocal Agreement was approved by Polk County Board of County Commissioners on August 8, 2023.

WITNESS my hand and official seal on this 10 day of August 2023.

STACY M. BUTTERFIELD
County Clerk and Comptroller

By: Asuncion Nunez
Deputy Clerk

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE WALES, FLORIDA AND POLK COUNTY, FLORIDA FOR THE RIDGE SCENIC HIGHWAY CONNECTOR TRAIL

This Interlocal Agreement (the "AGREEMENT") is made and entered into by and between the CITY OF LAKE WALES, a municipal corporation of the State of Florida, whose address is 201 Central Avenue W., Lake Wales, Florida 33859, (the "CITY") and POLK COUNTY, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 ("POLK COUNTY") (the CITY and POLK COUNTY are referred to herein individually as a "Party" and collectively as the "Parties").

W I T N E S S E T H

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act, authorizes local governments to enter into Interlocal Agreements to ensure the most efficient use of their respective powers and to exercise, jointly, any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the CITY has received a Local Agency Program (LAP) Grant from the State of Florida for the Ridge Scenic Highway Connector Trail project ("PROJECT"); and

WHEREAS, the CITY is not LAP Certified to manage this PROJECT; and

WHEREAS, the COUNTY is LAP Certified to manage this PROJECT; and

WHEREAS, POLK COUNTY has agreed to manage this PROJECT for the CITY; and

WHEREAS, POLK COUNTY and the CITY have agreed to enter into this AGREEMENT as set forth to establish the respective rights of the CITY and POLK COUNTY in accordance with the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

ARTICLE I
RECITALS AND DEFINITIONS

1.1 **Recitals.** The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the Parties agree is the basis for this Agreement.

1.2 **Definitions.** The capitalized terms contained herein shall be defined as set forth in the above recitals or as specified in the following paragraphs.

ARTICLE II
AGREEMENT

2.1 **The County's Responsibilities**. POLK COUNTY agrees to manage the PROJECT through construction as required by the LAP Agreement. This will include the bidding out of the RFP for construction. The COUNTY shall have no financial responsibility for this PROJECT.

2.2 **The City's Responsibilities.** The CITY shall be responsible for any and all costs associated with this project that are in excess of what funding is provided in the LAP Agreement. The CITY shall appoint a project manager to coordinate with the County. The CITY will use FDOT's continuing services contract to design the PROJECT.

ARTICLE III
MISCELLANEOUS PROVISIONS

3.1 **Notice.** Whenever a Party desires to give notice to any other Party, it must be given by written notice delivered: (i) via registered or certified United States mail, postage prepaid with return receipt requested or (ii) via nationally recognized overnight delivery service, and addressed to the Party for whom it is intended at the place last specified by each Party. Notices hereunder may also be delivered by counsel. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

3.1.1 Notices to POLK COUNTY shall be:

Chairperson
Polk County Board of County Commissioners
P.O. Box 9005
Bartow, Florida 33830

With a copy to:
County Attorney
Polk County Board of County Commissioners
P.O. Box 9005, Drawer AT01
Bartow, Florida 33830

With a copy to:
Division Director
Polk County Roads and Drainage Division
P.O. Box 9005, Drawer TR01
Bartow, Florida 33830

3.1.2 Notices to the CITY shall be:

Mayor
City of Lake Wales
201 Central Avenue W.
Lake Wales, Florida 33853

With a copy to:
City Manager
201 Central Avenue W.
Lake Wales, Florida 33853

With a copy to:
Development Services Director
201 Central Avenue W.
Lake Wales, Florida 33853

3.2 **Severability**. If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

3.3 **Effective Date**. The Effective Date shall be date in which the last Party executes this Agreement.

3.4 **Days.** The term days in this Agreement shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or federal holiday.

3.5 **Default and Remedy**. If any Party materially defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from a non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the materially defaulting Party (after expiration of the foregoing cure period), and (ii) pursue any and all remedies available in law, equity, and under this Agreement (after expiration of the foregoing cure period).

3.6 **Limitation of Liability**. IN NO EVENT, SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL,

EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE DEFAULTING PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

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

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

3.9 **Modification or Extension**. This Agreement may only be modified or extended in time by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

3.10 **Integration**. This Agreement sets-forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the PROJECT, whether written or oral.

3.11 **Counter parts**. This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

3.12 **Governing Law and Venue**. This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of Polk County including, but not limited to the Polk County Comprehensive Plan, Land Development Code and Utility Code, and any amendments thereto in effect as of the Effective Date of this Agreement. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

3.13 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto.

3.14 **Headings**. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15 **Termination**. Prior to start of construction of the PROJECT, any Party may terminate this Agreement, with or without cause, with 30 days written notice to the other. Parties. After the start of construction of the PROJECT, this Agreement can only be terminated in accordance with Section 3.5 of this Agreement.

(Continued on following pages with signatures)
(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives have made and executed this Inter-local Agreement on the date indicated below.

POLK COUNTY, a Political Subdivision of the State of Florida

By: _____
George Lindsey III, Chairperson

Date: 8/8/23
R.52

ATTEST: Stacy M. Butterfield,
Clerk to the Board

By: Alison Holland

Print Name: Alison Holland

Title: Deputy Clerk

(SEAL)

Reviewed
as To Form and Legal Sufficiency.

By: _____
County Attorney's Office

Signature Page Follows

THE CITY OF LAKE WALES, a Municipal Corporation of the State of Florida

By: _____ By: _____

Title: City Clerk Title: Mayor

Date: 7/11/2023

Approved as to Form and Correctness

By: _____
City Attorney

Date: 7/11/23

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COUNTY OF POLK, STATE OF FLORIDA

RESOLUTION NO. 2024 - 212

Local Agency Program Agreement (FPN: 452132-2-32-01) with the Florida Department of Transportation for the Ridge Scenic Highway (RSH) Connector Trail proposed east of Scenic Highway along Central Ave., 3rd Street, Seminole Ave., and north on Scenic Highway to connect to the existing Lake Wales Trail Way.

A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXECUTION OF THAT CERTAIN STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Polk County Board of County Commissioners have the authority to enter into a State-Funded Grant Agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute § 339.08.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida that:

1. The State-Funded Grant Agreement with the Florida Department of Transportation for the Ridge Scenic Highway Connector Trail Project east of Scenic Highway along Central Ave.,3rd Street, Seminole Ave., and north on Scenic Highway to connect to the existing Lake Wales Trail Way is approved; and

2. The Chairperson of the Board of County Commissioners, or in his/her absence the Vice Chairperson, is hereby authorized to enter into, modify, or terminate the State-Funded Grant Agreement with the Florida Department of Transportation, unless specifically rescinded.

DULY ADOPTED this 19 day of November 2024.

ATTEST:
STACY M. BUTTERFIELD, CLERK

By: Alisia Brown
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS POLK COUNTY, FLORIDA

By: _____

Date: 11/19/24

Reviewed as to form and legality:

By: _____
County Attorney's Office Date

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LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
POLK COUNTY

This is an Agreement between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, "DEPARTMENT") and POLK COUNTY, a political subdivision of the State of Florida, (hereinafter, "AGENCY") for the AGENCY to provide a lump sum deposit to the DEPARTMENT for the design of The Ridge Scenic Highway (RSH) Connector Trail proposed east of Scenic Highway along Central Ave, 3rd Street, Seminole Ave and north on Scenic Highway to connect to the existing Lake Wales Trail Way.

WITNESSETH

A. WHEREAS, the DEPARTMENT has included the work listed below in its Five-Year Work Program in Fiscal Year 2025; and

B. WHEREAS, the AGENCY has agreed to contribute monies to the DEPARTMENT for:

- Designing an ADA-compliant 8-foot-wide to 12-foot-wide multi-use path with a length of approximately 0.55 miles.
- Begin trail will be located on the north side of E. Central Ave. at the existing parking lot and will follow E. Central Ave. to N. 3rd St., Where it turns North.
- Along N. 3rd St., the trail is located on the west side of the road from E. Central Ave. to E Park Ave., where it will tie to the existing trail. The existing trail will remain between E. Park. Ave. and E. Sessoms Ave.
- The trail will tie to the existing trail at E. Sessoms Ave. and continue north on the west side of N. 3rd St. to E. Seminole Ave.
- At E. Seminole Ave. the trail turns west and continues on the north side of the roadway to N. Scenic Hwy.
- At the northeast corner of E. Seminole Ave. and N. Scenic Hwy., the trail turns north and is located on the east side of N. Scenic Hwy. The trail terminus will connect to the existing Lake Wales Trailway and proposed trail head (by others) south of Kissimmee Ave.

C. WHEREAS the DEPARTMENT and AGENCY desire to enter into this Locally Funded Agreement to set forth the terms and conditions upon which AGENCY shall provide funding (See **Exhibit "B", Estimated Schedule of Funding,** attached and incorporated by reference) for the PROJECT; and

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D. WHEREAS, the AGENCY, by Resolution dated the 19th day of November, 2024, a copy of which is attached hereto and made a part hereof as **Exhibit A** has authorized the City Manager or Designee to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be derived from joint participation in this Agreement, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby adopted, incorporated into and made a part of this Agreement by reference, as if fully set forth herein.
2. The AGENCY agrees that it will, at least fourteen (14) calendar days after the execution of this agreement, furnish the DEPARTMENT with a lump sum non-refundable deposit in the amount of **$281,547.88 Two Hundred, Eight-One Thousand, Five Hundred Forty-Seven Dollars (88/100 cents)** to be used for the project cost for **locally funded project number #452132-2-32-01.** The Department will utilize this deposit for payment of the costs of the PROJECT.

3. As the deposit is non-refundable, the DEPARTMENT will not refund any monies in the event the project costs less than the deposit. In the event the project costs more than the deposited amount, the DEPARTMENT agrees to pay the difference.

4. All deposits shall be made payable to the Florida Department of Transportation:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, FL 32399

4. All notices under the Agreement shall be directed to the following contact persons:

TO DEPARTMENT:
Marquis Daymon
Local Program Coordinator
Florida Department of Transportation
801 N. Broadway Avenue
Bartow, Florida 33830
(863) 519-2612
Marquis.Daymon@dot.state.fl.us

TO AGENCY:
Daren Carriere, PE
Project Management
Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880
863-535-2276
Darencarriere@polk-county.net

5. Failure of the AGENCY to deposit said amount shall be grounds for termination of this Agreement.
6. This Agreement shall continue in effect and be binding on the parties until the PROJECT is completed.
7. All tracings, plans, specifications, maps and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the DEPARTMENT without restriction or limitation on their use.

8. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the AGENCY. The AGENCY shall not be obligated or liable hereunder to any party other than the DEPARTMENT.
9. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
10. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document and executed by both parties.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed in its behalf through its City Manager or its designee, as authorized by Resolution Number 2024-212, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee: This Agreement shall become effective on: 12/03/2024
Department to enter date.

POLK COUNTY, FLORIDA

Stacy M. Butterfield, Clerk **LOCAL AGENCY**

ATTEST:
BY: Alison Brown

Alison Brown
PRINT NAME

Deputy Clerk
TITLE

DATE

BY:

T.R. Wilson
PRINT NAME

Chair
TITLE

11/19/24
DATE

R30

POLK COUNTY LEGAL REVIEW:

BY:

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:
DocuSigned by:
BY: Jerri McCants
4E01213FB85B470...

Jerri McCants
PRINT NAME

Admin. Asst.
TITLE

12/03/2024 | 9:18 AM EST
DATE

DocuSigned by:
BY:
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District One Secretary or Designee

Nicole E Mills
PRINT NAME

Director of Transportation Development
TITLE

12/03/2024 | 8:37 AM EST
DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

DocuSigned by:
BY: Don Conway
937D1D5420A84D8...

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EXHIBIT B

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number:
452132-2-32-01

Project Description

Design	
Phase: 32	**Amount:**
Local Contribution Added	$ 281,548.00 (LF)
Total Contribution (Local Agency):	**$ 281,548.00**

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Agenda Item N.1. 5/5/2026

SUBJECT

Public Hearing (LDCPAS-2025-19 PRWC Receiving Facility CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Residential Low (RL) to Institutional (INST) on ±9.91 acres for a future County potable water storage and interconnect facility. (No Fiscal Impact)

DESCRIPTION

This is a County initiated request for property located east of Holly Hill Road and Sugarwood Street, West of Del Webb Boulevard and Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the town of Davenport in Section 32, Township 26, Range 27. State law requires one Planning Commission hearing, which was held April 1, 2026, with a recommendation of approval by a 7:0 vote.

RECOMMENDATION

Approval

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP

Planning Administrator

Land Development Division

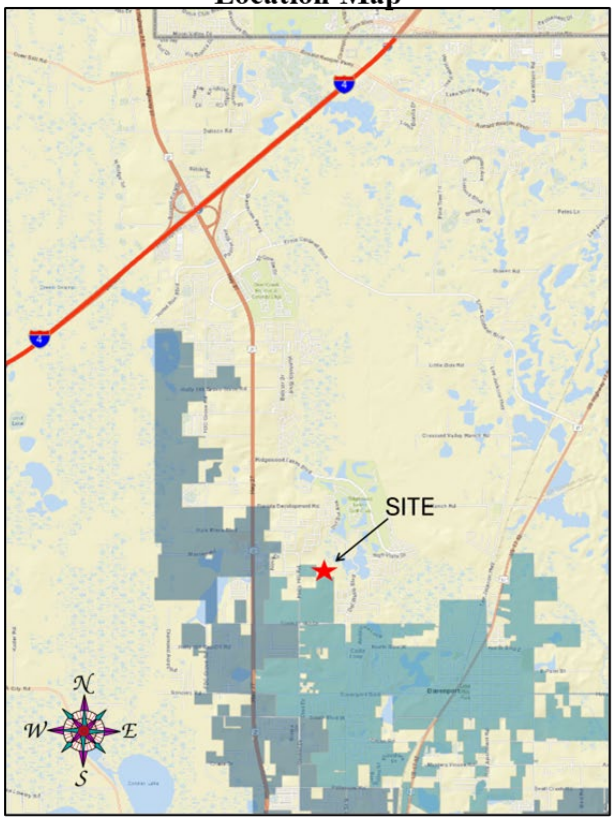
(863) 534-6470

erikpeterson@PolkFL.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	June 26, 2025
Planning Commission Date:	April 1, 2026
BoCC Dates:	May 5, 2026
Applicant:	Polk County Utilities
Level of Review:	Small-scale Comprehensive Plan Amendment
Case Number and Name:	LDCPAS-2025-19 PRWC Receiving Facility
Request:	Future Land Use Map change from Residential Low (RL) to Institutional (INST) on ±9.91 acres for a future County potable water storage and interconnect facility.
Location:	East of Holly Hill Road and Sugarwood Street, West of Del Webb Boulevard and Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the town of Davenport in Section 32, Township 26, Range 27.
Property Owner:	Polk County
Parcel Number (Size):	272632-709500-020231 (±9.91 acres)
Development Area:	Urban Growth Area (UGA)
Future Land Use:	Residential Low-3X (RL-3X) North Ridge SAP
Case Planner:	Erik Peterson, AICP
Planning Commission Recommendation:	Approval (Vote 7-0)

Location Map



2024 Satellite Photo



Summary:

On October 1, 2024, Polk County purchased this property from Walton Acquisitions, LLC for the purpose of a potable water interconnect facility to blend water acquired from the Polk Regional Water Cooperative (PRWC) facility east of Lake Wales with the water in the Northeast Utility Service Area potable water system. This facility will have multiple water pumps and ground storage tanks. It will mostly resemble a similar facility on Ronald Reagan Parkway near Champions Gate. Staff choose to seek a change to the INST district because of the following reasons:

- The property is predicted to remain under County ownership beyond the 30-year planning horizon.
- Water interconnect and storage facility should be recognized on the Future Land Use Map for planning purposes.
- The site design has not been finalized. It is too soon in the planning process to commit to a binding site plan.

This 9.91-acre site will have some excess property. This site may also be used to temporarily or permanently house a satellite office for Polk County Utilities (PCU) administration and operations staff along with their vehicles, supplies, and equipment for maintaining the County's largest utility service area. This action also includes removal of the property from Map H of the Ridgewood Lakes Development of Regional Impact (DRI).

Compatibility Summary

Comprehensive Plan Policy 2.116-A3 states that "Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County." Therefore, designating government property INST should be considered compatible with any other land use district. Section 220 of the LDC requires a 50-foot setback of non-residential uses from neighboring residential land uses or districts. Additionally, the neighboring properties have developed independently with additional landscaping and buffering for their residents from what future development may occur on this property. The buffer tracts range from 35 to 100 feet in width abutting the subject property. This property was approved for 38 single-family dwelling units in the DRI. Those entitlements will go unused.

Infrastructure Summary

In addition to the benefits this site will have to the Northeast Regional Utility Service Area (NERUSA), this change will have no adverse impacts on schools. It will ensure that there is adequate water supplies and pressure for fire hydrants in the system. It will add water to the system and need very little wastewater treatment. Unless the rest of the site is used for offices, there will be no impact on the roadways after construction is completed. Drainage will outfall into a wetland system that connects to Horse Creek and into the Kissimmee River chain. The site is adjacent to a future park for the town of Davenport.

Environmental Summary

There are few environmental limitations with this site. Surface waters have a positive outfall. There is a small portion (<5% of the site) in the northeast corner of the property with wetlands, flood hazard area, and marginal soils which can be easily avoided. The area is nearly built out and as a result there have been no species sightings nearby in over twenty years.

Comprehensive Plan
The relevant sections of the Comprehensive Plan that are applicable to the project request:

- Policy 2.102(A1-A15): Growth Management Policies
- Section 2.105 Urban Growth Area (UGA)
- Policy 2.116-A3 INST Location Criteria

Staff have reviewed each policy statement and addressed them in Tables 9 through 11 of this report. This site meets and exceeds the Comprehensive Plan criteria for establishing a new INST district.

Findings of Fact

Request and Legal Status

- *On October 1, 2024, Polk County purchased this property from Walton Acquisitions LLC for the purpose of a potable water interconnect facility to blend water acquired from the Polk Regional Water Cooperative (PRWC) with the water in the Northeast Utility Service Area potable water system. This Comprehensive Plan Future Land Use Map amendment request was presented to the Development Review Committee (DRC) in a pre-application meeting under case# LDDRC-2025-103.*

- *This is a County-initiated request for a Small-Scale Future Land Use designation change from Residential Low (RLX) to Institutional (INSTX) on approximately 9.91 acres in the Urban Growth Area (UGA).*

- *This request also includes removal from the Ridgewood Lakes Development of Regional Impact (DRI) and forgoing of 38 entitled single-family dwelling units.*

- *The Land Development Code Sub-district Map designation is Residential Low-3X (RL-3X).*

- *The property is located within the North Ridge Selected Area Plan which gives it an "X" suffix on the Future Land Use Map.*

- *The property has approval for 32 single-family units with access to Palencia Court within the Ridgewood Lakes Development.*

- *This Level 4 Review amends the Ridgewood Lakes Development of Regional Impact (DRI).*

- *If this request is approved, Government Buildings are permitted through the Level 2 Review (administrative approval) in the INST district.*

- *If this request is approved, Class II Utilities are permitted through the Level 2 Review (administrative approval) in the INST district. However, water storage tanks are considered Class III Utilities that require Planning Commission approval through a Level 3 Review.*

Compatibility

- *Comprehensive Plan Policy 2.116-A3 states that "Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County."*

- *The property is surrounded by single-family homes on three sides. Each of the developments has provided additional landscaping and separation buffering internally along the border with this property.*

- *The surrounding Future Land Use Map designations are residential either in the unincorporated area or in the town of Davenport.*

- *Land Development Code (LDC) Section 220 Compatibility Standards will apply to development on the east, west, and south sides of the property.*

Infrastructure

- *The closest public school is Horizons Elementary, approximately one mile travel distance from the site.*

- *The current fire response to this project is from Polk County Rescue Station 38, located at 126 Cottonwood Drive, just under three (3) miles travel distance from the site.*

- *The current ambulance response is from Polk County Rescue Station 38, located at 126 Cottonwood Drive, just under three (3) miles travel distance from the site.*

- *The site is served by the Polk County Sheriff's Office Northeast District Command at 1100 Dunson Road, six (6) miles driving distance from the site.*

- *Polk County provides potable water, reclaimed water, and wastewater service to this area through its Northeast Regional Utility Service Area (NERUSA). This site will become a part of the potable water system.*

- *The site's access will be on Holly Hill Road from a 30-foot-wide unopened right-of-way. Holly Hill Road is a two-lane, 20-foot wide, urban major collector roadway.*

- *According to the Polk Transportation Planning Organization, there are capacity deficiencies on U.S. Highway 27. All other supporting roadways have available capacity. The designation of the property for Institutional land uses has a low probability of significantly increasing current traffic demands.*

- *There is a sidewalk system along Holly Hill Road, but it is incomplete to provide connections to transit and commercial services.*

- *The closest fixed route transit stop is at Heart of Florida Hospital at U.S. Highway 27 and Holly Hill Road, just over a mile from the site.*

- *The nearest public park will be developed in the future on the norther boundary of the site within the town of Davenport. The closest County recreation facility is Loughman Park approximately 11 miles away from the north in Loughman.*

Environmental

- *The site has a positive drainage outfall that connects to tributaries of the Kissimmee River.*

- *Less than five percent (<5%) is comprised of areas within the 100-year Flood Hazard Area, according to the Federal Emergency Management Administration (FEMA) Flood Insurance Rate Maps (FIRM).*

- *Less than five percent (<5%) of the site is comprised of areas wetlands, according to the National Wetlands Inventory (NWI) and the Southwest Florida Management wetland estimations.*

- *The majority site is comprised of soil that is considered to have "slight limitations" for septic tank absorption fields and dwellings without basements, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.*

- *According to Polk County Endangered Habitat Maps, the property is not located within a one-mile radius of a past endangered species sighting. (Source: Florida Natural Areas Inventory, 2002 and 2006).*

- *The site is shown as a potential network connection on the Polk Green District Map.*

- *There is a conservation easement ¼ mile to the north recorded in the plat of Ridgewood Lakes Village 3A.*

Comprehensive Plan Policies

- *POLICY 2.102-A1 Development Location states that "Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities."*

- *POLICY 2.102-A2 Compatibility states that "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development."*

- *POLICY 2.102-A3 Distribution states that "development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently*

utilized; and compact, high-density and intensity development is located where urban services can be made available."

- *POLICY 2.102-A4 Timing states that "development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system."*

- *POLICY 2.102-A10 Location Criteria states "the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:*
  - *a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;*
  - *b. nearness to agriculture-production areas;*
  - *c. distance from populated areas;*
  - *d. economic issues, such as minimum population support and market-area radius (where applicable);*
  - *e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:*
    - *1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;*
    - *2. sanitary sewer and potable water service;*
    - *3. storm-water management;*
    - *4. solid waste collection and disposal;*
    - *5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;*
    - *6. emergency medical service (EMS) provisions; and*
    - *7. other public safety features such as law enforcement;*
    - *8. schools and other educational facilities*
    - *9. parks, open spaces, civic areas and other community facilities*
  - *f. environmental factors, including, but not limited to:*
    - *1. environmental sensitivity of the property and adjacent property;*
    - *2. surface water features, including drainage patterns, basin characteristics, and flood hazards;*
    - *3. wetlands and primary aquifer recharge areas;*
    - *4. soil characteristics;*
    - *5. location of potable water supplies, private wells, public well fields; and*
    - *6. climatic conditions, including prevailing winds, when applicable."*

- *The Comprehensive Plan defines Compatibility in Division 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."*

- *Policy 2.105-A1 of the Comprehensive Plan states "The Urban Growth Areas shall… be supported by existing or planned urban type services that are programmed for the 20-year planning horizon).*

- *Policy 2.116-A3 of the Comprehensive Plan states that "The following factors shall be taken into consideration when determining the appropriateness of establishing new Institutional areas on the Future Land Use Map Series, or in approving the location for an institutional use not located within lands classified as Institutional:*
  a. Accessibility to roadways, with consideration being given to regional transportation issues for large-scale institutional developments having a regional market.
  b. Proximity to incompatible land uses, which is dependent upon the intensity of the institutional use (buffering may be provided to mitigate adverse impacts).
  c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.
  d. Proximity to similar and compatible uses providing opportunities for shared facilities.
  e. Plans of the School Board and other public service agencies with jurisdiction in the County."

- *Policy 2.116-A4 of the Polk County Comprehensive Plan requires development within INST districts to "conform to the following criteria:*
  a. Institutional uses include, but are not limited to: private and public-service structures. These commonly include:
  1. public and private educational facilities;
  *2. **government-administration buildings**;*
  3. public-safety structures (e.g. police and fire);
  4. cultural facilities (e.g. libraries, museums, and performing-arts theaters);
  5. health-care facilities e.g. hospitals, medical centers, clinics, nursing homes, adult day care centers, group homes, group living facilities, emergency shelters, residential treatment facilities.
  b. Large institutional areas should be designed so that the more intensive uses are at the center of the development, with less intensive uses near the fringes.
  c. Prior to site planning, the School Board, independent special districts, and other governmental entities shall communicate to one another to pursue potential colocation of government services.
  d. Commercial uses within institutional areas mapped on the Future Land Use Map Series shall be primarily for the purpose of serving the institutions within the area and shall be limited to a scale appropriate for that purpose.
  e. Institutional sites shall be designed to provide for:
  1. Adequate parking to meet the present and future demands of the use.
  2. Buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.
  f. Multi-family residential uses may be permitted at densities up to and including 15 dwelling units per acre as part of a Planned Development. Residential uses may be permitted according to the following:
  1. Residential uses shall only be established adjacent to or in conjunction with a university, college, vocational school or other similar educational institution.
  2. Residential development shall be intended to primarily meet the housing needs for students and facility members of the nearby educational institution
  g. Recreational uses accessory to the institutional use or compatible with the location of the institutional district."

- *POLICY 2.125-E2 of the Comprehensive Plan states that "Type A facilities shall be permitted pursuant to the following:*
  - *a. Type A community facilities shall generally be limited to the non-Rural-Development Areas, as designated on the Future Land Use Map. The scale of such facilities should be related to surrounding land uses and designed to preserve the character of residential neighborhoods, when so located.*
  - *b. The provisions of Policy 2.125-E2(a) notwithstanding, it may be in the best interest of public health, safety, and welfare to provide Type A community facilities in locations which are potentially incompatible with adjacent land uses. In such cases, these facilities will be buffered from adjacent incompatible land uses through the provision of open space, landscaping berms, site design or other suitable means.*
  - *c. The development of type A community facilities shall be permitted in the Rural areas, as designated on the Future Land Use Map, only when such developments provides regional services, or is incompatible with urban uses or services the existing needs of the immediate area in which it is located.*
  - *d. Polk County adopted the Land Development Code in accordance with Section 163.3202(1), FS, to further define appropriate development controls to govern the locational and site criteria for Type A Community Facilities."*

- *The Polk County Land Development Code Section 220 prohibits non-residential buildings, garbage dumpsters, loading facilities, wastewater lift stations within 50 feet of an offsite residential district. Parking and lighting are strictly regulated. Parking can be no closer than 15 feet from a residential property and requires additional landscaping within 50 feet of adjacent residential districts and uses.*

- *The Polk County Land Development Code Section 303 requires water storage tanks to be setback one times the height from neighboring residential development.*

- *The Polk County Land Development Code Section 303 has no standard conditions for Government Facilities.*

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions, the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCPAS 2025-19.**

Planning Commission Recommendation: Based on the information provided at the advertised public hearing on April 1, 2026, the Planning Commission finds that the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Planning Commission recommends **APPROVAL of LDCPAS 2025-19 with a vote of 7-0.**

NOTE: *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

NOTE: *All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.*

NOTE: *Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.*

Analysis

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses

Table 1 to follow lists the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

Table 1

Northwest: City of Davenport Future Park	**North:** City of Davenport Future Park	**Northeast:** RL-3X, PUD 85-08 Ridgewood Lakes DRI Village 11 Wetlands/100-year Floodplain
West: City of Davenport Forest Lake subdivision Single-family ±3.5 dwelling units per acre	**Subject Property:** RL-3X, PD 14-08 Ridgewood Lakes DRI approved for 32 single-family units ±9.91 total acres	**East:** RL-3X, PUD 85-08 Ridgewood Lakes DRI Del Webb Phase 1 subdivision Single-family ±3.5 dwelling units per acre
Southwest: City of Davenport Forest Lake subdivision ±3.5 dwelling units per acre	**South:** RL-3X, PUD 85-08 Ridgewood Lakes Del Webb Phase 1 subdivision Single-family ±3.5 dwelling units per acre	**Southeast:** RL-3X, PUD 85-08 Ridgewood Lakes DRI Del Webb Phase 1 subdivision Single-family ±3.5 dwelling units per acre

Source: Polk County Geographical Information System and site visit by County staff

The subject property is approved for a 32-unit single-family development that was supposed to connect to the terminus of Palencia Place on the south side of the property as a future phase of the Ridgewood Lakes Development or Regional Impact (DRI). This action will remove it from the DRI. This site will no longer take access where it was originally approved rather through a 30-foot-wide unopened right-of-way connecting directly with Holly Hill Road to the west. It is also likely that future access may come through a park that is planned within the town of Davenport.

Compatibility with the Surrounding Land Uses, Environment, and Infrastructure:

This Comprehensive Plan amendment (CPA) will be compatible with the surrounding land uses through the County's standard Land Development Code (LDC) design requirements for landscaping, buffering, and setbacks. All three abutting residential developments included additional landscaping and buffering features to enhance compatibility with the inevitable future development of this property. There are very few environmental limitations with the property and the intended use will become vital in the future for other infrastructure investments in the area.

A. Land Uses:

Comprehensive Plan Policy 2.116-A3 states that "Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County." Therefore, designating government property INST should be considered compatible with any other land use district. Section 220 of the LDC requires a 50-foot setback of non-residential uses from neighboring residential land uses or districts. Additionally, the neighboring properties have developed independently with additional landscaping and buffering for their residents from what future development may occur on this property. The buffer tracts range from 35 to 100 feet in width abutting the subject property.

The Comprehensive Plan defines compatibility as "*A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.*"

This property was approved in 2014 for 32 single-family residential units that would have placed additional traffic through the Ridgewood Lakes development. Instead, this facility will not only have less impact overall but will access the property from outside of the Ridgewood Lake Development. The proposed development of the property will host structures such as ground storage tanks no higher than 40 feet and single-story office units. Storage of vehicles, equipment, and materials will be screened from offsite view.

B. Environment:

There are few environmental limitations with this site. Surface waters have a positive outfall. There is a small portion (<5% of the site) in the northeast corner of the property with wetlands, flood hazard area, and marginal soils which can be easily avoided. The area is nearly built out and as a result there have been no species sightings nearby in over twenty years. However, the County will do a species walkover prior to development as required by state and local funding sources. This change in land use will not adversely impact nearby wells, airports, and there have been no findings of historical resources in the area. All but the wetland/floodplain area has been cultivated for citrus in the recent past.

C. Infrastructure:

This request is to expand the infrastructure capabilities of the Northeast Regional Utility Service Area (NERUSA) by infusing water from the Lower Floridan Aquifer supplied through the Polk Regional Water Cooperative (PRWC). This site may also be used to temporarily and potentially temporarily and potentially long term or permanently house a satellite office for Polk County Utilities (PCU) administration and operations staff along with their vehicles, supplies, and equipment for maintaining the County's largest utility service area. This facility will have no adverse impacts on schools. It will ensure that there is adequate water supplies and pressure for fire hydrants in the system. It will add water to the system and need very little wastewater treatment. Unless the rest of the site is used for offices, there will be no impact on the roadways after construction is completed. Drainage will outfall into a wetland system that connects to Horse Creek and into the Kissimmee River chain. The site is adjacent to a future park for the town of Davenport.

Nearest and Zoned Elementary, Middle, and High School

School capacity is not a concern for non-residential uses. Proximity and traffic conflicts are a concern. Fortunately, the activity on this site is benign and will have no potential conflicts with any school's operation. Listed in the table to follow are the three closest schools to the site.

Table 2

Name of School	Average driving distance from subject site
Horizons Elementary	±1 mile driving distance
Davenport School of the Arts Middle School	±9 miles driving distance
Ridge Community High School	±2 miles driving distance

Source: Polk County School Board GIS

This potable water interconnect and storage facility will pose no potential adverse impacts upon any nearby schools. One of the three schools along with five others in the utility service area will be served by this future facility. Two more schools are planned within the service area over the next five years.

Nearest Sheriff, Fire, and EMS Station

Fire and EMS response to this project is from Polk County Fire Rescue Station 38, located at 126 Cottonwood Drive. The travel distance is just under three (3) miles from the site and response times can average six or more minutes depending on the type of call. There will be fire hydrants constructed onsite with ample water pressure since it will be a water interconnect and storage facility. Demand for services will be low since the facility will be sparsely manned and there are very little flammable equipment items. Needs for emergency medical services will increase slightly if offices are added.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	Northeast District Command (1100 Dunson Road)	±6 miles	6 minutes
Fire	Station 38 (126 Cottonwood Drive, Davenport)	±2.86 miles	6 minutes
EMS	Station 38 (126 Cottonwood Drive, Davenport)	±2.86 miles	6 minutes

Source: Polk County Sheriff's Office and Public Safety

**Response times are based on when the station receives the call, not from when the call is made to 911.*

The nearest Sheriff's substation is the Northeast Command Center on Dunson Road, six (6) miles to the north. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the County. However, the closer to the command center increases the number of patrol officers available in the area.

Water and Wastewater

This facility will bring more water supplies into the Northeast Regional Utility Service Area (NERUSA). By June of 2028, an additional 410,000 will come from the Polk Regional Water Cooperative (PRWC) through the facility that will be developed on this site. Additional water

supplies will follow. This property may also host some other Polk County Utilities functions such as a satellite utilities operations office and a storage facility for vehicles, materials, and equipment.

A. Estimated Demand:

If you look at the absolute worst-case scenario of what can be constructed in the INST district you will see an outrageous discrepancy between the current and proposed district demands for services Table 4a, to follow, provides generalized estimates of the anticipated water and wastewater demands in the maximum scenario. However, it is not likely that the maximum will occur on this site.

Table 4a

Subject Property	**Estimated Impact Analysis**		
±9.91 acres *Residential Low-3*	**Demand as Currently Permitted** *RL-3X (PD 14-08)*	**Proposed Change to 9.91 acres INST maximum effect**	**Percentage increase**
Permitted Use	32 single-family dwelling units	Office building (323,760 sq.ft @ 75% FAR)	
Potable Water Consumption (GPD)	11,520	77,702 GPD	6,747%
Wastewater Generation (GPD)	8,640	62,162 GPD	*7,195%*

Source: Polk County Concurrency Manual & Polk County Utilities estimates
*** Offices are 0.24 GPD per sf for water and 80% for wastewater.*

In reality, the most government office space that may occur at this site is an approximately 4,000 square foot satellite office for utility control and operations staff. Additionally, this facility will bring in 2,610,000 gallons per day to the NERUSA over the next eight years. Table 4b, to follow, provides generalized estimates of the anticipated water and wastewater demands of the most likely development of the site.

Table 4b

Subject Property	**Estimated Impact Analysis**		
±9.91 acres *RL-3X*	**Demand as Currently Permitted** *RL-3X (PD 14-08)*	**Maximum Permitted on the property** *RL-3X*	**Future Plan** Government Facility
Permitted Intensity	32 single-family dwelling units	79 multi-family low-rise dwelling units	Unmanned Potable Water Interconnect and Storage Facility and 4,000 sq.ft. Government office
Potable Water Consumption (GPD)*	11,520	15,642	*960 GPD*
Wastewater Generation (GPD)*	8,640	14,220	*768 GPD*

Source: Polk County Concurrency Manual & Polk County Utilities estimates
**Offices = 0.24 gallons per square foot, 20% less for wastewater*

The NERUSA is the fastest growing utility system in all of Polk County. Over the last year, the water system has been growing at 5.7 new connections per day. The wastewater system has been growing at 3.06 new connections per day.

B. Available Capacity:

The NERUSA potable water system has a permitted capacity of 12,940,000 gallons per day (GPD). Current usage is approximately 10,654,000 GPD with 83,000 GPD of committed capacity. This leaves 2,286,000 GPD of remaining capacity which is enough to serve nearly 6,350 single-family residential units. There are approximately 57,211 customers being served. The system growth rate is 1,427 GPD which equates to over 2,000 new connections per year. At the current rate of growth, expansion of the system is needed in approximately four (4) years.

The NERUSA wastewater system has a permitted capacity of 6,000,000 gallons per day (GPD). Current usage is approximately 5,459,000 GPD. This leaves 541,000 GPD of remaining capacity which is enough to serve nearly 2,004 single-family residential units. The plant will be expanding to 7,000,000 GPD within a year and to 9,000,000 GPD by June of 2029.

C. Planned Improvements:

The facility planned for this site will bring in 410,000 GPD from the PRWC Southwest Lower Floridan Aquifer Wellfield east of Lake Wales, 1,200,000 from the Cypress Lakes Lower Floridan Aquifer system in Osceola County, and by June of 2033, a new Lower Floridan Aquifer well will be operational in the NERUSA Holly Hill Plant on Sand Mine Road.

The NERUSA wastewater treatment facility on Homerun Boulevard has been enabled to increase treatment to a permitted capacity of 7,000,000 GPD. The plant is undergoing an expansion that will raise the capacity to 9,000,000 GPD. This is to be completed by June of 2029. While under construction, the subject property may be utilized for storage of vehicles, materials, and equipment that would be located at the Homerun Boulevard facility were it not for the construction.

Roadways/Transportation Network

There are more than adequate transportation facilities to accommodate an INST district that will house the PRWC water interconnect and other water utility operations. The traffic generated by such a facility is rather low relative to other potential uses for the property. The surrounding roadway network has ample capacity remaining despite the increases in demand over the past five years. There is a growing but incomplete sidewalk network and there are mass transit services in the area. The northeast area of the County is experiencing growth that is outpacing investments into the roadway network.

A. Estimated Demand

It is often difficult to estimate the impact of a Future Land Use Map change to an Institutional district because there are so many possible uses. Looking at the maximum buildout of the highest intensity possible provides the analysis below:

Table 5

Subject Property	Estimated Impact Analysis		
±9.91 acres *Residential Low-3*	**Demand as Currently Permitted** *RL-3X (PD 14-08)*	**Proposed Change to 9.91 acres INST maximum effect**	**Percentage increase**
Permitted Use	32 single-family dwelling units	Office building (323,760 sq.ft @ 75% FAR)	
Average Annual Daily Trips (AADT)	241	7,314	*3,035%*
PM Peak Hour Trips	32	493	*1,540%*

Source: Polk County Concurrency Manual rate of Government Office Complex = 89% new trips 22.59 AADT/1,000 sq.ft., 1.71 PM Peak Hour

In reality, the most government office space that may occur at this site is an approximately 4,000 square foot satellite office for utility control and operations staff. Current estimated multipliers are 22.59 AADT per 1,000 square feet and 1.71 PM peak hour trips per 1,000 square feet with an estimate of 89% new trips. This maximum typical scenario will result in 91 AADT with six (6) PM peak hour trips.

Table 5a

Subject Property	Estimated Impact Analysis		
±9.91 acres *RL-3X*	**Demand as Currently Permitted** *RL-3X (PD 14-08)*	**Maximum Permitted on the property** *RL-3X*	**Future Plan** Government Facility
Permitted Intensity	32 single-family dwelling units	79 multi-family low-rise dwelling units	Unmanned Potable Water Interconnect and Storage Facility and 4,000 sq.ft. Government office
Average Annual Daily Trips (AADT)	241	533	91
PM Peak Hour Trips	32	41	6

Source: Polk County Concurrency Manual rate of Government Office Complex = 89% new trips 22.59 AADT/1,000 sq.ft., 1.71 PM Peak Hour

B. Available Capacity

Although the request will have a limited impact on the transportation system, it is still pertinent to be aware of available capacity when making land use decisions. Table 6, to follow, provides a good snapshot of the capacity on the surrounding road network. U.S. Highway 27 is a constrained facility.

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard
8316N	Holly Hill Road From: County Road 547 To: U.S. Highway 27	C	539	E
8316S	Heller Brothers Road From: U.S. Highway 27 To: County Road 547	C	528	E
4053E	County Road 547 From: U.S. Highway 27 To: Lee Jackson Highway	C	287	E
4053W	FDC Grove Road/Park Place Boulevard From: Lee Jackson Highway To: U.S. Highway 27	C	267	E
5110N	U.S. Highway 27 From: CR 547 To: I-4	F	-363	D
5110S	U.S. Highway 27 From: I-4 To: CR 547	F	-230	D

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard
8222E	Interstate-4 From: CR 557 To: Osceola County Line	C	1,524	D
8222W	Interstate-4 From: Osceola County Line To: CR 557	C	1,351	D

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

Recent travel lane additions on I-4 have provided a temporary solution while work begins on the ultimate widening to 10 lanes. Polk County Roads and Drainage Division cannot control these facilities, but it can control the roadways that feed into them and improve alternative routes such as Holly Hill Road to lessen the local demand on the state thoroughfares.

C. Roadway Conditions

Polk County uses the Pavement Surface Evaluation and Rating (PASER) method established by the Transportation Information Center at the University of Wisconsin-Madison. The roadway conditions are displayed in the table to follow under the Pavement Condition Index (PCI) rating.

Table 7

Road Name	Roadway Classification	Pavement Width	Pavement Condition Index (PCI)
Holly Hill Road	Urban Major Collector	20’	“very good” (8)
County Road 547	Urban Major Collector	22’	“very good” (8)

The property does not have frontage on Holly Hill Road. But it connects to it through a 30-foot wide unopened and currently unmaintained right-of-way platted by the Florida Land Development Company at the turn of the 20th century. The County will use this access for construction and early operation. Eventually the site may take access through the town of Davenport’s future park for which they have acquired land to the north of the site. Holly Hill Road is a two-lane, 20-foot wide, urban major collector roadways with a PCI rating of “very good” (8) along the project frontage. U.S. Highway 27 is not rated under the County’s Road Inventory but appears to be in excellent condition since it was recently re-surfaced earlier this year. The Florida Department of Transportation (FDOT) maintains it.

D. Planned Improvements:

There are no transportation improvements planned for the immediate area of the facility. However, there are many roadway projects in the Northeast Utility Service Area (NERUSA). With new roadway projects comes new development and new development needs water. This site is vital to the growth of the area.

E. Mass Transit

Mass transit service is provided along U.S. Highway 27. The closest fixed route transit stop is at Heart of Florida Hospital at U.S. Highway 27 and Holly Hill Road. This is just over a mile from the site which is not a convenient walking distance and there are gaps in the sidewalk network. The route has 40 minute headways, but only nine cycles on weekdays and six on Saturday. The proposed uses are not likely to be conducive to use of mass transit.



F. Sidewalks

The sidewalk network along Holly Hill Road is less than 60% complete. But that is not a concern for the development of this site. Most of the operations will be conducted remotely thought the system control and data acquisition (SCADA) network. In the future, a satellite operations center may be located onsite. If that happens, there will be approximately 20 employees coming and going from the facility. They will be driving vehicles with equipment predominantly.

Park Facilities and Environmental Lands

The closest County recreation facility is Loughman Park approximately 11 miles away from the north in Loughman. The town of Davenport will be constructing a park immediately to the north. The request will not adversely affect either the park or its operations. The proposed facility will most likely provide potable water to park.

A. Location:

Loughman Park is located at 6302 Old Kissimmee Road approximately 11 miles from the site. The Northeast Regional Park is located 12½ miles to the north of on U.S. Highway 27.

B. Services:

Loughman has soccer, basketball, multi-purpose fields, picnic tables, pavilion, and a playground. The Northeast Regional Park has six lighted soccer/football fields, five lighted baseball fields, basketball, tennis, and racquetball courts, concession facilities, boat access, as well as playground facilities for children and dog walks.

C. Environmental Lands:

Lake Bonnet Marsh is on the west side of U.S Highway 27. There is public access at the end of Sanders Road to the southwest within two miles of the site.

C. Planned Improvements

There are no planned improvements to park facilities in this area in the County's 5-year capital improvements plan. However, the town of Davenport is likely to begin construction of their park abutting the site within the next three years.

Environmental Conditions

There are no significant environmental limitations to the development of this property. It has good soil, is connected through a wetland system to surface waters, minimal wetland and flood hazard area, no recent endangered species sightings, or archeological resources.

A. Surface Water

The highest point of the site is in the southwest corner at 150 feet above mean sea level (MSL). It slopes from the southwest to the northeast corner at 114 MSL. The site naturally flows northeasterly into a wetland system connected to the Ridgewood Lakes development. These wetlands connect to Horse Creek which is a manmade canal that funnels water through creeks that reach Lake Marion and Reedy Creek. Reedy Creek connects to the Kissimmee River which flows to the Gulf. The site used for the interconnect and water tanks will be brought to a standard even grade. Stormwater treatment facilities will be placed between the developed area and the wetlands to pretreat runoff prior to discharge. The site is in an open basin. Drainage systems will be designed to meet the 25-year/24-hour storm event.

B. Wetlands/Floodplains

The very tip of northeast corner of the site is comprised of both wetlands and 100-year floodplain. This is approximately 3% of the total site (0.298 acres). It is a small portion of a former lakebed that silted in after mining was conducted within the Ridgewood Lakes development. It will be easy for all development within the site to avoid any disturbance or alteration.

C. Soils:

The usable portion of the site has very good soil for development. The potion that has soil with severe limitations is a wetland that will be avoided. No development will occur within a minimum of 25 feet from the wetland boundary.

Table 8

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to small commercial buildings**	**% of Site** *(approximate)*
Candler Sand	Slight	Slight	90%
Tavares Fine Sand	Moderate: wetness	Slight	7%
Samsula Muck	Severe: ponding, poor filter	Severe: ponding, low strength	3%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

There may be some need for offsite soil. Candler sand is so porous that it often needs some augmentation or heavy compaction to achieve foundational stability.

D. Protected Species

The area is very urbanized. There are not many locations of tracts of undeveloped land in the vicinity of the site. There have been no sightings within one mile of the proposed wastewater treatment plant site according to the Florida Natural Areas Inventory surveys in 2002, 2006, and 2011. A more in-depth protected species study will be required for both the Environmental

Resource Permit (ERP) from the Florida Department of Environmental Protection as well as the federal agency providing the funding for the project.

E. Archeological Resources

There are no protected archeological resources in Section 32, Township 26, and Range 27, that the site of these proposed ground storage tanks would adversely impact, according to the Florida Department of State, Division of Historical Resources.

F. Wells (Public/Private)

PCU's Edghill well site is 1.8 miles to the north. Davenport's water treatment facility is ¾ mile to the south.

G. Airports

The site is over 2½ miles from the edge of the runway for Gore Airport. A private airfield west of Hanes City. Wastewater Treatment Plants are typically close to grade and pose no threat to aircraft. The water tanks will not exceed 35 feet in height. A system control and data acquisition communication tower will be included. It will be approximately 80 feet high. Not enough to pose any threats to aviation.

Economic Factors:

There are very minimal land development capabilities in an area without an ample source of potable water to support them. Water is one of the most important infrastructure items in land development. It is not only needed for drinking, cleaning, and cooking. It is also needed for fire protection. There is a finite amount of water from the upper Floridan Aquifer to serve the Northeast Utility Service Area (NERUSA) and without more water, this area will no longer be able to grow in residences and businesses. Future development depends on a new water supply. This land for which a Comprehensive Future Land Use Map change is requested will serve as an interconnection with the Polk Regional Water Cooperative (PRWC) Lower Floridan Aquifer well water supplies. This new source of water will enable development growth to continue in the utility service area for years to come. Many land investments will depend on an uninterrupted supply of potable water in the future. This facility will ensure continued growth in the area which will result in sustained land values in the future. Without this facility, development growth in the area will be capped under the current permitted level of drawdown from the Upper Floridan Aquifer which is approximately 12,940,000 gallons per day (gpd). Currently, 10,654,000 gpd are being used to serve existing development needs leaving only 2,286,000 gpd remaining to support more growth in the system. This is enough to support approximately 9,144 new dwelling units. The system averages approximately 2,000 new dwelling units each year. At such a continued rate, there will be no capacity for new development after 2030.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be

consistent with the Comprehensive Plan. How the request is **consistent or inconsistent** with the Comprehensive Plan is listed below:

- Section 2.102 – General Growth Management policies
- Section 2.104 – Transit Supportive Development Area (TSDA) policies
- Section 2.116 – Institutional

The table to follow provides a brief breakdown of Section 2.102 policies that are most pertinent to this request.

Table 8

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.	This request is to designate an INST land use district on property to be used for institutional purposes of primarily potable water storage and distribution. The property is a lone vacant tract surrounded by suburban developments of single-family homes. Accessibility is difficult. It was previously intended to be a latter phase of the Ridgewood Lakes development. It will better serve the area as a utility facility that benefits the service area customers.
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	While this INST district will abut residential development on three sides, it will be designed to minimize visual and noise impacts. Adequate separation distances of 50 feet will be maintained from residential property lines and include landscaping to augment visual screening. The existing developments have provided their residents with screening, landscaping, and buffering as well.
POLICY 2.102-A3: DISTRIBUTION - Development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.	This site was chosen so that the water system can reach a balanced distribution throughout the service area.
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	This site was purchased to connect the PRWC water to the Northeast water system. This system is being connected in advance of future water needs to maintain the County's level of service for potable water.
POLICY 2.102-A15: ADEQUATE PUBLIC FACILITIES - The County will direct new growth to areas where adequate public facilities exist or are planned; and ensure that essential services are in place to provide for efficient, cost-effective response times from the Fire Department, Sheriff's Department, and Emergency Management Service (EMS).	The requested INST district is to recognize the existing water storage and interconnect facility and expand the utility system administrative and maintenance services in the area. With more water, there is more pressure in the system to serve the fire hydrants.

The table to follow provides a brief breakdown of Section 2.106 policies that are most pertinent to this request.

Table 10

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.104-A1: DESCRIPTION – Transit Supportive Development Areas shall meet the following criteria: a. be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development; b. be supported by existing or planned urban type services that are programmed or expected for the 10-year planning horizon; be designated as part of a coordinated land use and transportation strategy that supports the provision of improved and expanded transit services, as identified in the Transportation Planning Organization (TPO) 2060 Transportation Vision Plan and the connecting circulator routes, in order to increase mobility and travel options; c. include development criteria that: 1. promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities; 2. improve access to employment areas, schools, shopping and recreational opportunities;	This request is for a facility that will provide potable water to an urbanizing area. However, the number of urban services in the area is substandard for a TSDA district. This facility will enable the growth and density that will be commensurate with TSDA densities and promote the demand for expanded transit service.
POLICY 2.104-A5: DEVELOPMENT CRITERIA -- Development within the Transit Supportive Development Areas shall conform to the following criteria as further specified by the Land Development Code:	
a. provide access to transit facilities;	Transit services are substandard for in this area for TSDA designation. It is hoped that the transit demand will improve with the added growth that this facility will enable.
b. connect to centralized potable water and sanitary sewer systems;	This request is to expand the potable water capacity in the area.
c. incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;	This request is to provide healthy water to the public.
d. implement “Complete Street’ and “Conservation Development” principles as established under Section 2.1251, Community Design, of this element;.	Access to this site is through an easement. There will not be a complete street developed to serve it.
e. integrate pedestrian-oriented features, including sidewalks, trails or walkways into every development including appropriate pedestrian shelters or awnings;	This site will be relatively unmanned unless a satellite utilities service office is added in addition to the PRWC receiving tanks and pumps. These will not be able to integrate pedestrian oriented features.
f. provide access to civic space, parks, green areas, and open space and other amenities;	The town of Davenport has plans to build a park on the northern boundary of this site.

Table 10

Comprehensive Plan Policy	Consistency Analysis
g. be supported by public safety (i.e., fire, EMS and law enforcement);	The Cottonwood Fire Rescue Station is 2.8 miles away. There will be fire hydrants onsite. The Sherrif's Northeast Regional Headquarters is nine miles away. The facility will be gated. This land use change will enable the use of barbed wire fencing.
h. have access to public schools, and	There will be little need for public schools to support this land use designation, but Horizons Elementary is less than a mile away. An Ridge Community High School is within two miles.
i. provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas.	There will be no sidewalk connection unless it is incorporated with the access through the town of Davenport's park to the north.
j. encourage the inclusion of a variety of housing choices, other than single family detached homes, townhomes, condominiums, and residential units in mixed use buildings by establishing minimum densities that preclude the exclusive use of single family detached units within designated areas as established in Policy 2.104-A7.	With more potable water available to the area, it may lead to more housing diversity.

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria as this is a mapping error of a land use and it is permitted in the designated area. Table 10 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Urban Sprawl Criteria: The following table lists the criteria are the primary indicators of urban sprawl per Florida Statutes Policy 2.102-A11.

Table 10 Urban Sprawl Criteria

Urban Sprawl Criteria	Sections referenced in this report
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure

Urban Sprawl Criteria: The following table lists the criteria are the primary indicators of urban sprawl per Florida Statutes Policy 2.102-A11.

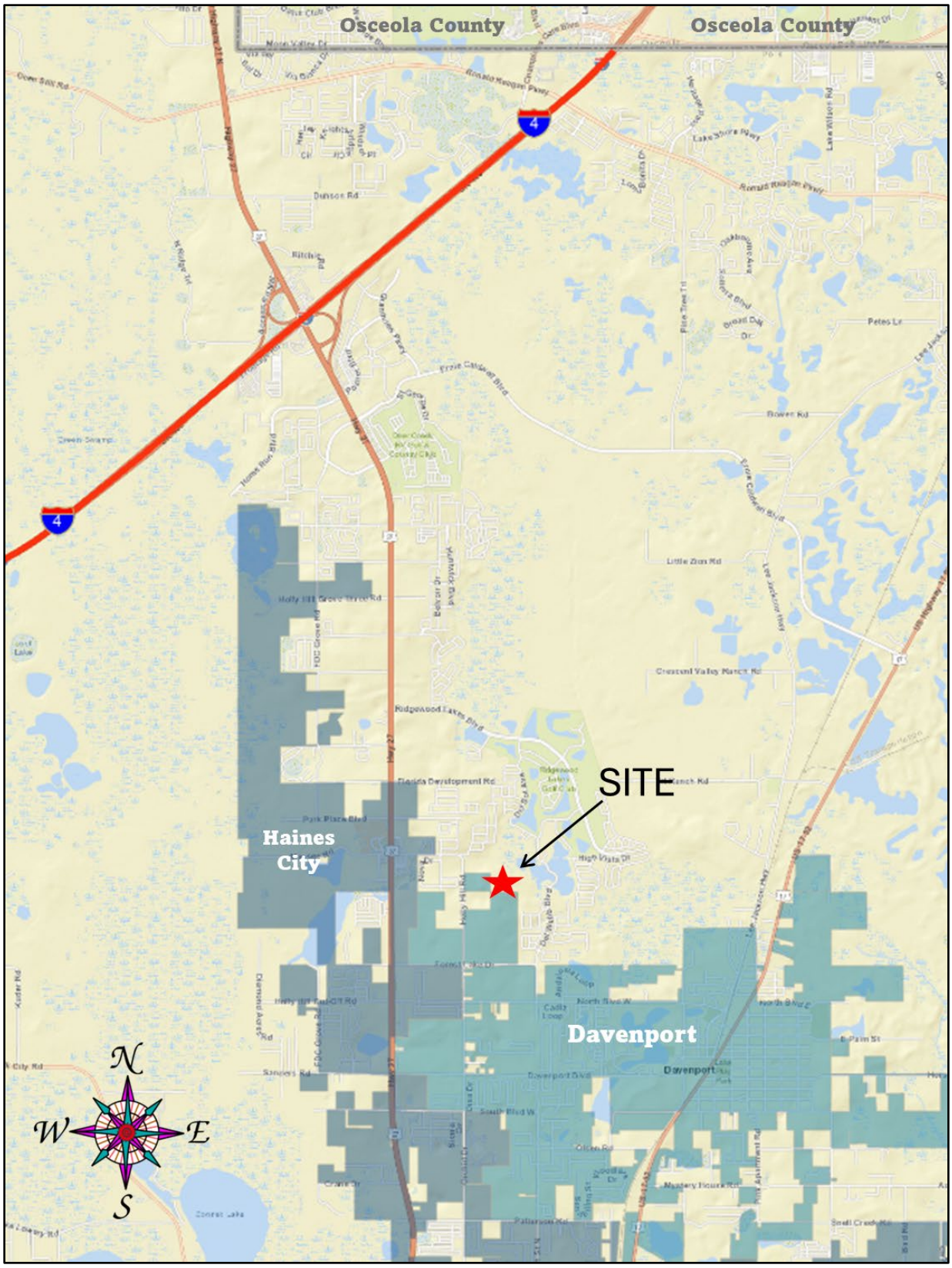
Table 10 Urban Sprawl Criteria

Urban Sprawl Criteria		Sections referenced in this report
g.	*Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h.	*Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i.	*Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j.	*Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k.	*Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l.	*Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m.	*Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

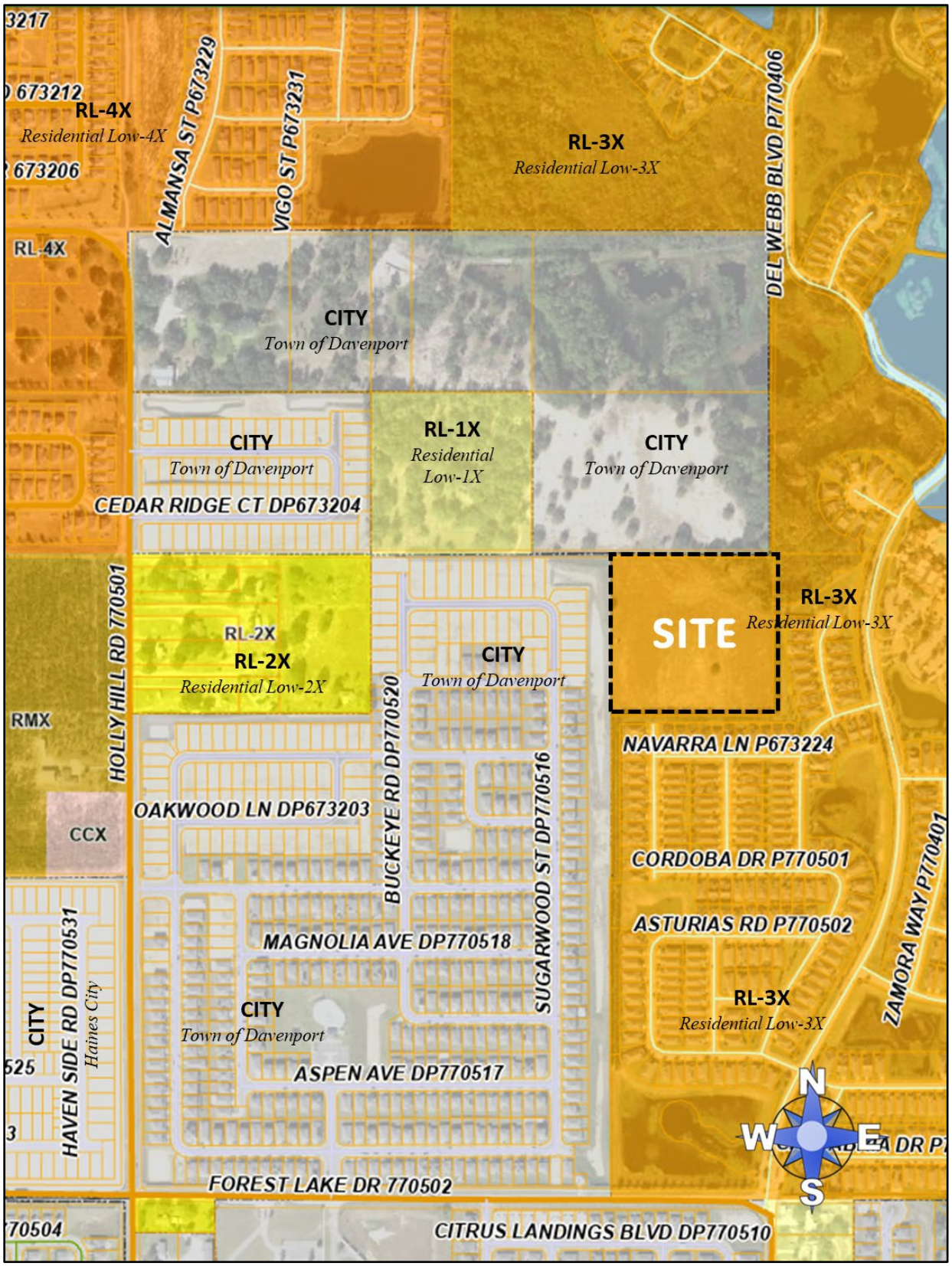
Comments from other Agencies: None.

Exhibits:

Exhibit – 1 Location Map
Exhibit – 2 Future Land Use Map
Exhibit – 3 2024 Satellite Photo (Context)
Exhibit – 4 2024 Satellite Photo (Close-up)
Exhibit – 5 District Use Comparison Table



Location Map



Future Land Use Map



2024 Satellite Photo (Context)



2025 Satellite (Close Up)

Comparison of Permitted and Conditional Uses*

District	Permitted Uses	Administrative Review	Public Hearing(s) Required
RL-3X *Residential Low-3*	Single-family Residential Class I Utilities	Small Group Homes (≤6 patients) Mobile Homes Residential Infill Development Golf Course Emergency Shelter (≤6 patients) Passive Recreation Low Intensity Recreation Elementary Schools Middle Schools Class II Utilities	Duplex Group Living Facility (≥15 patients) Mobile Home Park Mobile Home Subdivision Short-term Rental Planned Development Residential Based Mixed-Use Dev. Transitional Area Development Adult Day Care (≤6 patients) Bed and Breakfast Childcare Center Communication Towers Community Center Cultural Facility Emergency Shelter (6> patients) Government Facility Helistop High Intensity Recreation Vehicle Oriented Recreation Religious Institution High School Leisure/Special Interest School Class III Utilities
INST-1X** *Institutional-1*	Childcare Center **Government Facility** Lodges and Retreats Elementary School Middle School Leisure/Special Interest School Production Studio Transit Facility	Group Living Facility (7+ clients) Adult Day Care Center (7+ clients) Cemetery Clinics & Medical Offices Community Center Communication Tower Cultural Facility Emergency Shelter (7+) Heliports & Helistops Nursing Home Offices & Office Park High & Low Intensity Recreation Vehicle Orien ted Recreation Religious Institution Research & Development Solar Power Generation Facility	Multifamily Housing (dormitories) Gas Station (fleet) Hospital Lime Stabilization Facility Residential Treatment Facility High School Residential Treatment Facility Vo-Tech, College or University

**Uses with the same level of review in both categories such as mining or agricultural uses which is preempted by State Law.*
*** Comprehensive Plan amendments default to the less intense LDC subdistrict designation of INST-1 unless a LDC separate district change application to INST-2 is requested.*

ORDINANCE NO. 26 -_____

AN ORDINANCE OF POLK COUNTY, FLORIDA ADOPTING LDCPAS-2025-19, AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, MODIFYING THE FUTURE LAND USE MAP DESIGNATION ON 9.91± ACRES FROM RESIDENTIAL LOW-X (RLX) TO INSTITUTIONAL-X (INSTX). THE SUBJECT PROPERTY IS LOCATED EAST OF HOLLY HILL ROAD AND SUGARWOOD STREET, WEST OF DEL WEBB BOULEVARD AND CASTELLON COURT, NORTH OF FOREST LAKE DRIVE AND NAVARRA LANE, NORTH OF THE HAINES CITY, NORTH OF THE TOWN OF DAVENPORT IN SECTION 32, TOWNSHIP 26, RANGE 27; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

WHEREAS, Section 163.3187, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Small-Scale Comprehensive Plan Amendments; and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the proposed Plan revisions on April 1, 2026; and

WHEREAS, pursuant to Section 163.3187(2), FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Plan revisions on May 5, 2026; and

WHEREAS, the Board of County Commissioners reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect a change in the Future Land Use designation on an approximately 9.91-acre site from Residential Low-X (RLX) to Institutional (INST) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel 272632-709500-020231

Tracts 23 and 24, in the Southeast ¼ of Section 32, Township 26 South, Range 27 East, Polk County, Florida, as shown on the map of FLORIDA DEVELOPMENT CO. TRACT, recorded in Plat Book 3, at Page 6- through 63, Public Records of Polk County, Florida together with that certain 15-foot right-of-way lying east of said Tract 24 vacated by Amended Resolution No. 09-001 recorded in O.R. Book 7794 at Pages 959 through 960, Public Records of Polk County.

SECTION 2: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 3: EFFECTIVE DATE

This ordinance shall be effective on June 6, 2025 (31 days after adoption), unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a Final Order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

SECTION 4: FILING WITH THE DEPARTMENT OF STATE:

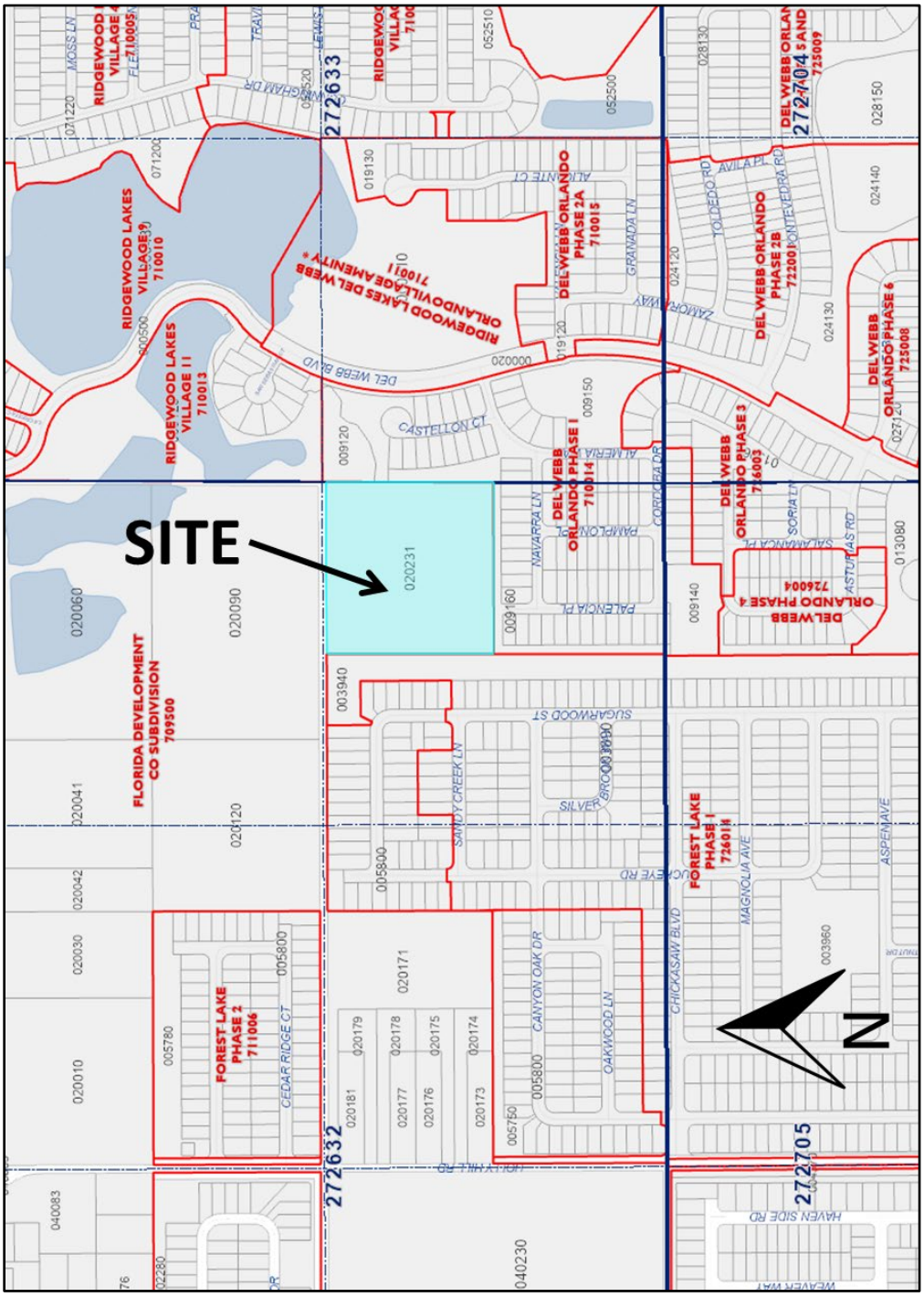
The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 5th day of May 2026.

LDCPAS 2025-19

Location: east of Holly Hill Road and Sugarwood Street, west of Del Webb Boulevard and Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the Town of Davenport

Section-32 Township-26 Range-27

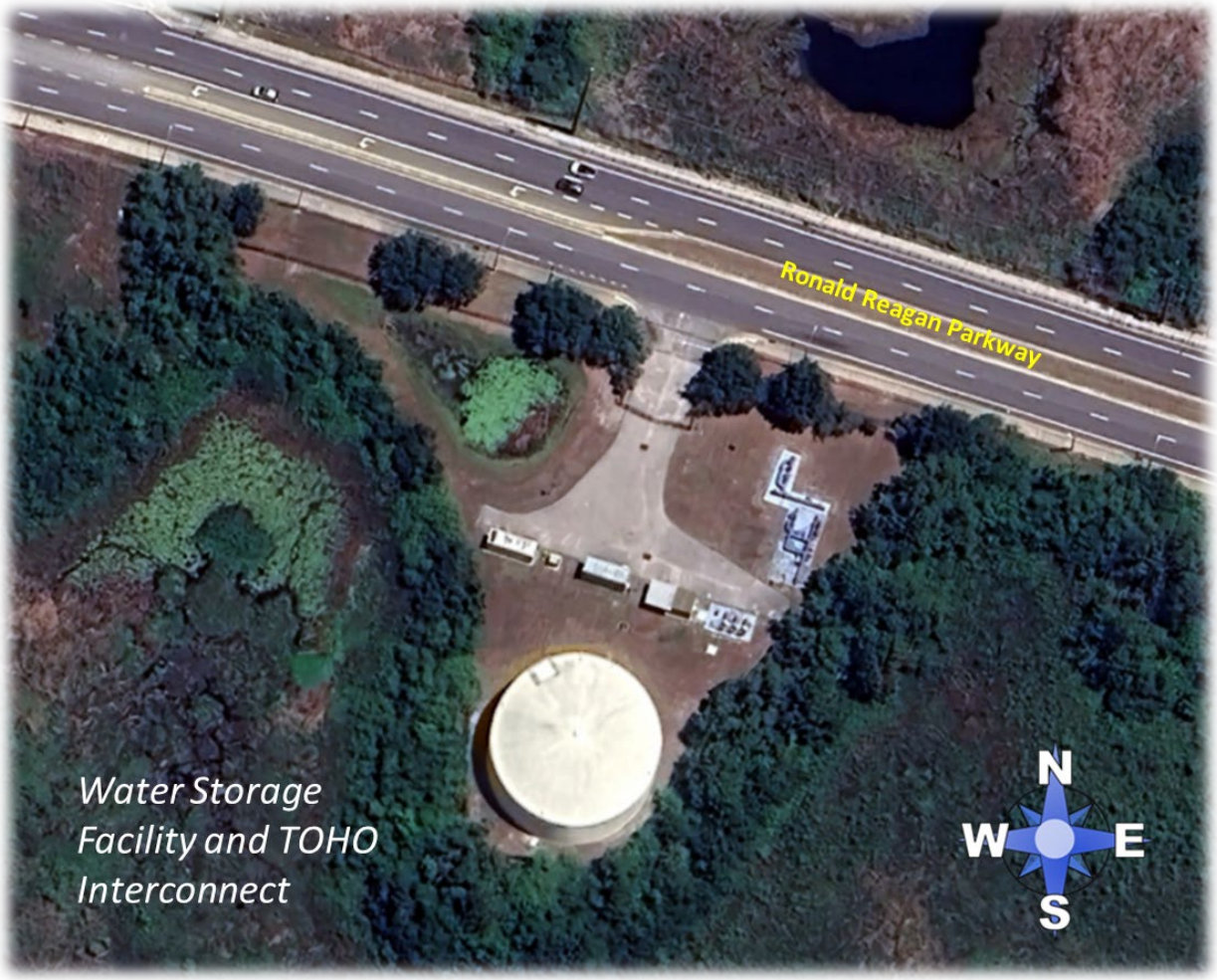


PARCEL DETAIL

Note: Not to Scale

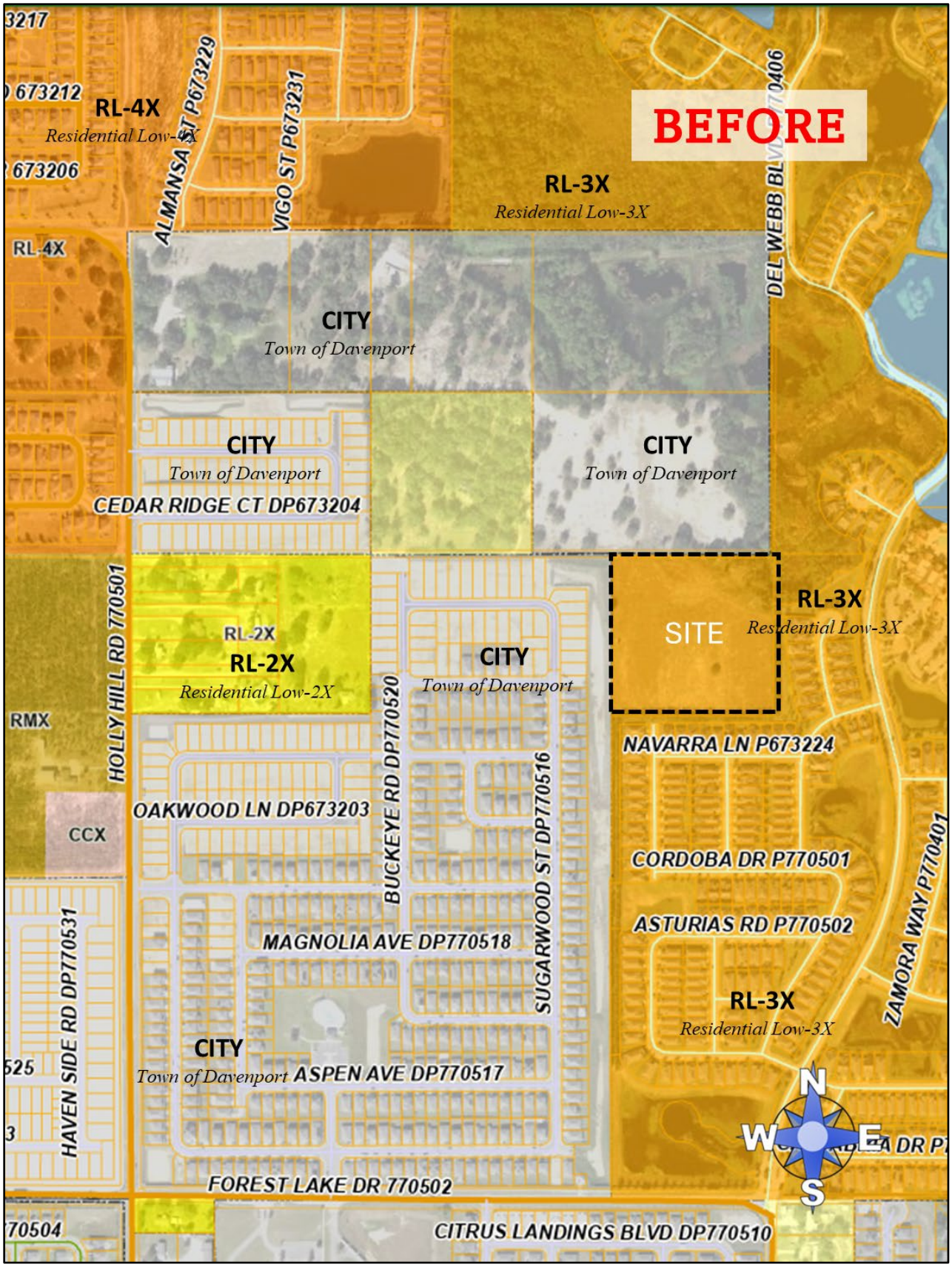
PRWC Receiving Site CPA
Project Narrative

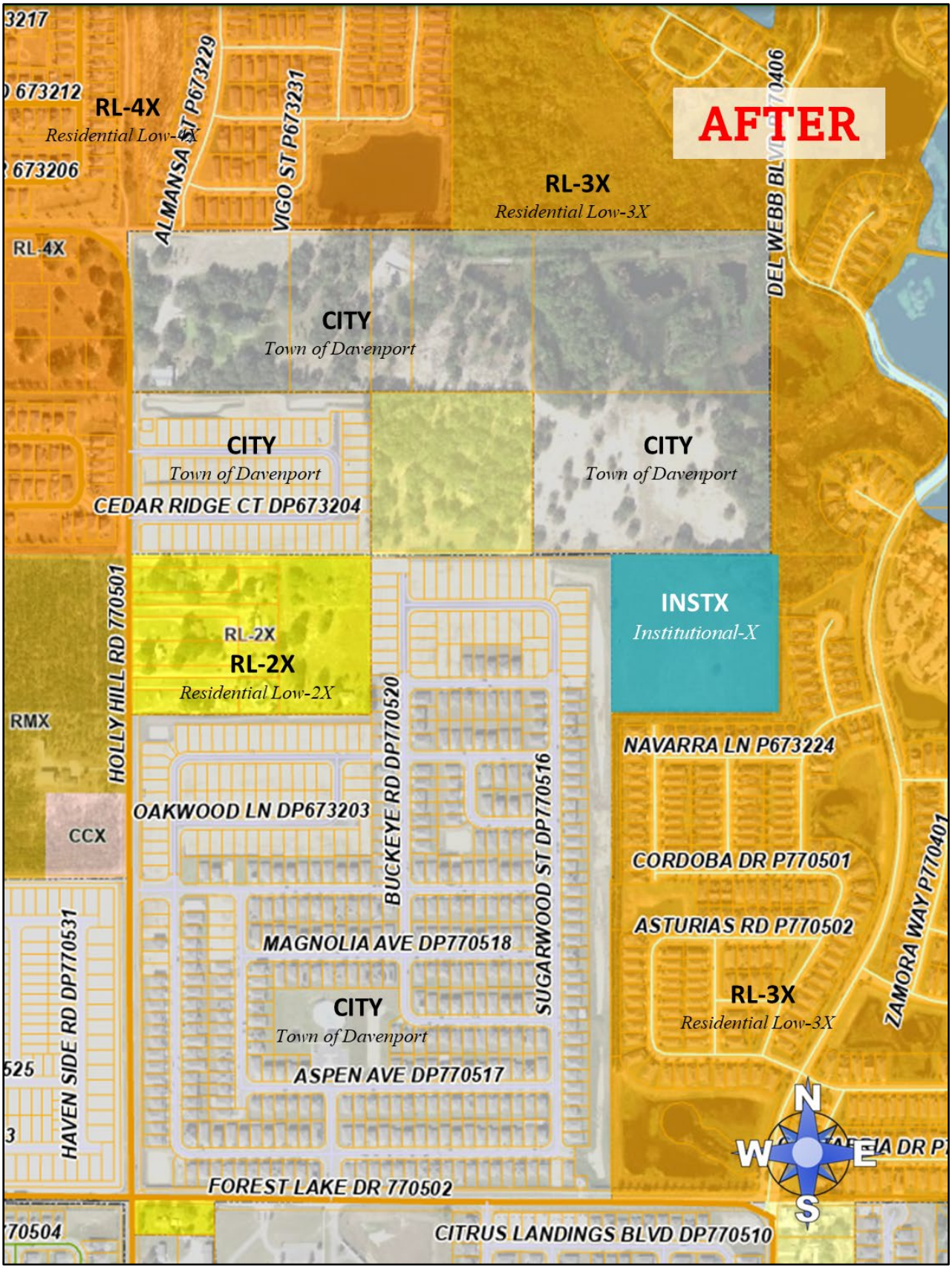
On October 1, 2024, Polk County purchased parcel #272632-709500-020231 from Walton Acquisitions, LLC for the purpose of a potable water interconnect facility to blend water acquired from the Polk Regional Water Cooperative (PRWC) facility east of Lake Wales with the water in the Northeast Utility Service Area potable water system. This facility will have multiple water pumps and ground storage tanks. It will most resemble a similar facility on Ronal Reagan Parkway near Champions Gate. However, this **9.91-acre site** will have some excess property. With the excess property, Polk County may locate other government services facilities in the future.



Staff choses to seek a change from **RL to the INST** district because of the following reasons:

- The property is predicted to remain under County ownership beyond the 30-year planning horizon.
- Water interconnect and storage facility should be recognized on the Future Land Use Map for planning purposes.
- The site design has not been finalized. It is too soon in the planning process to commit to a binding site plan.


BEFORE
RL-4X
Residential Low-4X
RL-3X
Residential Low-3X
CITY
Town of Davenport
SITE
RL-2X
Residential Low-2X
RMX
CCX
ALMANSA ST P673229
VIGO ST P673231
DEL WEBB BLVD P770406
CEDAR RIDGE CT DP673204
HOLLY HILL RD 770501
BUCKEYE RD DP770520
SUGARWOOD ST DP770516
OAKWOOD LN DP673203
MAGNOLIA AVE DP770518
ASPEN AVE DP770517
HAVEN SIDE RD DP770531
FOREST LAKE DR 770502
CITRUS LANDINGS BLVD DP770510
NAVARRA LN P673224
CORDOBA DR P770501
ASTURIAS RD P770502
ZAMORA WAY P770401
N
W
E
S


AFTER
RL-4X
Residential Low-4X
RL-3X
Residential Low-3X
CITY
Town of Davenport
CITY
Town of Davenport
CITY
Town of Davenport
INSTX
Institutional-X
RL-2X
RL-2X
Residential Low-2X
RL-3X
Residential Low-3X
CITY
Town of Davenport
ALMANSA ST P673229
VIGO ST P673231
DEL WEBB BLVD P770406
CEDAR RIDGE CT DP673204
HOLLY HILL RD 770501
BUCKEYE RD DP770520
SUGARWOOD ST DP770516
OAKWOOD LN DP673203
NAVARRA LN P673224
CORDOBA DR P770501
ASTURIAS RD P770502
ZAMORA WAY P770401
MAGNOLIA AVE DP770518
ASPEN AVE DP770517
HAVEN SIDE RD DP770531
FOREST LAKE DR 770502
CITRUS LANDINGS BLVD DP770510
RMX
CCX
673212
673206
3217
525
70504
N
W
E
S

PRWC Receiving Facility IAS

Land and Neighborhood Characteristics

1. How and why is the location suitable for the proposed uses?

The site is strategically located where Polk County's Northeast Utility service area, Haines City service area and town of Davenport's service areas come together. It is a site that is ideal for utility infrastructure because it is an isolated tract set far from a major roadway and adjacent to a future city park.

2. What are, if any, the incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses?

The site abuts existing residential development on three sides. Not likely to be incompatible with neighboring residential development. There will be the 50' compatibility setbacks and the stormwater and landscaping buffers of the residential developments lie in between.

3. How will the request influence future development of the area?

It will help support more of it. Without the PRWC water supply, the County and cities will have to cease development approvals when they run out of water capacity.

Access to Roads and Highways

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed methodology and calculations.

Table 5

Subject Property	**Estimated Impact Analysis**		
9.91 ± acres	**Demand as Currently Permitted**	**Maximum Permitted in the PD**	**Proposed Plan**
Permitted Density	RL-3 3 du/ac SF = 29 units	INST-1 400 Student Elementary School	Water Interconnect and Ground Storage Reservoirs
Average Annual Daily Trips (AADT)	228	908	6
PM Peak Hour Trips	29	57	3

Source: Polk County Concurrency Manual

2. What modifications to the present transportation system will be required as a result of the proposed development?

None.

3. What is the total number of parking spaces required pursuant to Section 708 of the Land Development Code?

3

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

There is no public road frontage. Staff is negotiating with Town of Davenport for an entrance through the new city park.

Sewage

1. What is the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development?

Table 4

Subject Property	**Estimated Impact Analysis**		
9.91 ± acres	**Demand as Currently Permitted**	**Maximum Permitted in the PD**	**Proposed Plan**
Permitted Density	RL-3 3 du/ac SF = 29 units	INST-1 400 Student Elementary School	Water Interconnect and Ground Storage Reservoirs
Potable Water Consumption (GPD)	10,440	6,000	360
Wastewater Generation (GPD)	7,830	4,800	270

Source: Polk County Concurrency Manual

2. If on-site treatment is proposed, what are the proposed method, level of treatment, and the method of effluent disposal for the proposed sewage?

Septic Tank or share facilities with Davenport's park.

3. If offsite treatment, who is the service provider?

n/a

4. Where is the nearest sewer line (in feet) to the proposed development?

Manhole abutting the south side. 8" gravity line.

5. What is the provider's general capacity at the time of application?

1.23 MGD

6. What is the anticipated date of connection?

When an office is constructed onsite. Early phases may be unmanned.

7. What improvements to the providers system are necessary to support the proposed request

Very few if connection can be made to the gravity line.

Water Supply

1. What is the proposed source of water supply and/or who is the service provider? **This request is for a water supply improvement.**

2. What is the estimated volume of consumption in gallons per day (GPD)? **360 GPD**

3. Where is the nearest potable water connection and re-claimed water connection, including

the distance and size of the line?

Abutting the site:



4. Who is the service provider?

Polk County

5. What is the anticipated date of connection?

When it gets built.

6. What is the provider's general capacity at the time of application?

2.286 MGD

7. Is there an existing well on the property(ies)?

No.

Surface Water Management and Drainage

1. Discuss the surface water features, including drainage patterns, basin characteristics, and flood hazards, (describe the drainage of the site and any flooding issues);

Site drains to the northeast into a wetland. 8½ acres is well drained. Only ¼ acre is wetlands and 100-year flood.

2. What alterations to the site's natural drainage features, including wetlands, would be necessary to develop the project?

Detention will be needed to filter stormwater from impervious surfaces prior to discharge into the wetlands.

Environmental Analysis

1. Discuss the environmental sensitivity of the property and adjacent property in basic terms by identifying any significant features of the site and the surrounding properties.

85% Candler Sand very few limitations. No impacts necessary to wetlands or floodplains.

2. What are the wetland and floodplain conditions?

Minor and avoidable.

3. Discuss location of potable water supplies, private wells, public well fields?

Not near them.

4. Discuss the location of Airport Buffer Zones (if any)

Over 10 miles away

5. Provide an analysis of soil types and percentage of coverage on site and what effect it will have on development.

85% Candler Sand, <10% Tavares Fine Sand, 2.4% Samsula Muck. Development will be on sand and avoid the muck.

Infrastructure Impact Information

1. Parks and Recreation – **Will be next door in the future.**

2. Educational Facilities – **Horizons Elementary, Davenport School of the Arts Middle and Ridge Community High School**

3. Health Care – **Heat of Florida Hospital**

4. Fire Protection – **Cottonwood Station**

5. Police Protection and Security – **Dunson Road NE Command Center**

6. Emergency Medical Services (EMS) – **Cottonwood Station**

7. Solid Waste (collection and waste generation) – **County picks it up.**

8. How may this request contribute to neighborhood needs? – **Provides them more services.**

PRWC Receiving Facility CPA

Demonstration of Need

An **Analysis of Economic Issues** *[Minimum population support and market area radius (where applicable)]* is required when requesting a Land Use amendment from Residential to a Non-Residential Land Use designation.

This site has low visibility and low accessibility which is ideal for utility infrastructure. This way it does not consume more valuable land for employment or commerce. It is also abutting another government facility, a city park for the town of Davenport.

Urban Sprawl Analysis

1. Could the proposed amendment promote substantial amounts of low-density, low intensity, or single use development in excess of demonstrated need?

No. Why do you ask?

2. Will passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?

The Northeast Utility Service Area is not rural.

3. Does the proposed amendment create or encourage urban development in radial, strip, isolated, or ribbon patterns emanating from existing urban development?

Isn't everything either radial, strip, isolated, or ribbon in pattern? This is a square property. Will that help?

4. Does the proposed amendment fail to adequately protect adjacent agriculture areas?

No, this area has not been agricultural since the Clinton administration.

5. Could the proposed amendment fail to maximize existing public facilities and services?

Not likely. It is a public facility and service.

6. Could the proposed amendment fail to minimize the need for future public facilities and services?

Probably not.

7. Will the proposed amendment allow development patterns that will disproportionately increase the cost of providing public facilities and services?

No. It should pay for itself over time in benefit to the public.

8. Does the proposed amendment fail to provide clear separation between urban and rural uses?

Nope. It's surrounded by urban uses.

9. Will the proposed amendment discourage infill development or redevelopment of existing neighborhoods?

No, but it will enable more development.

10. Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?

Well, it is blue next to orange. That could be trouble.

11. Could the proposed amendment result in poor accessibility among linked or related land uses?

Doubt it.

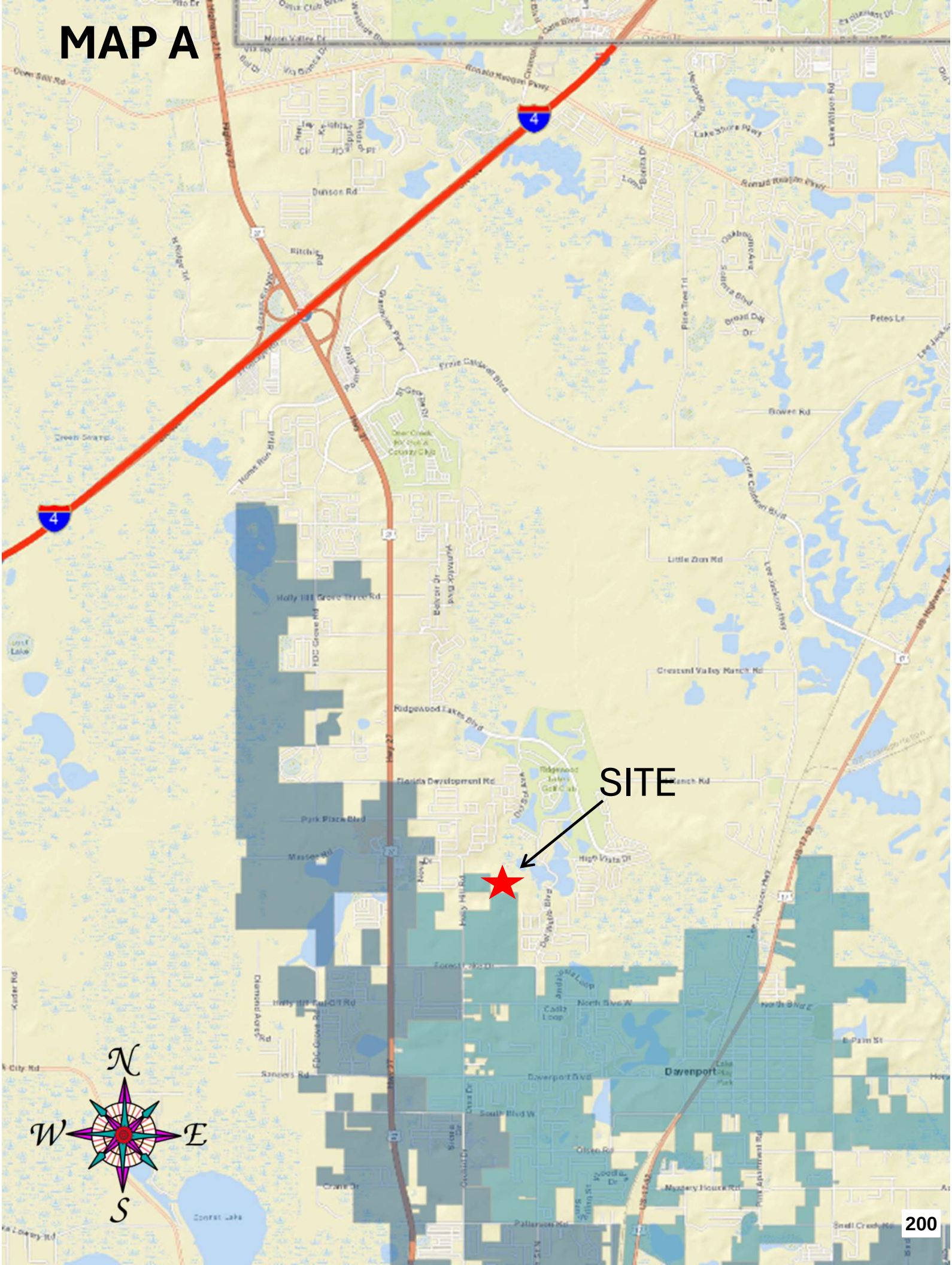
12. As a result of approval of this amendment, how much open space will be lost?

The rest of it.

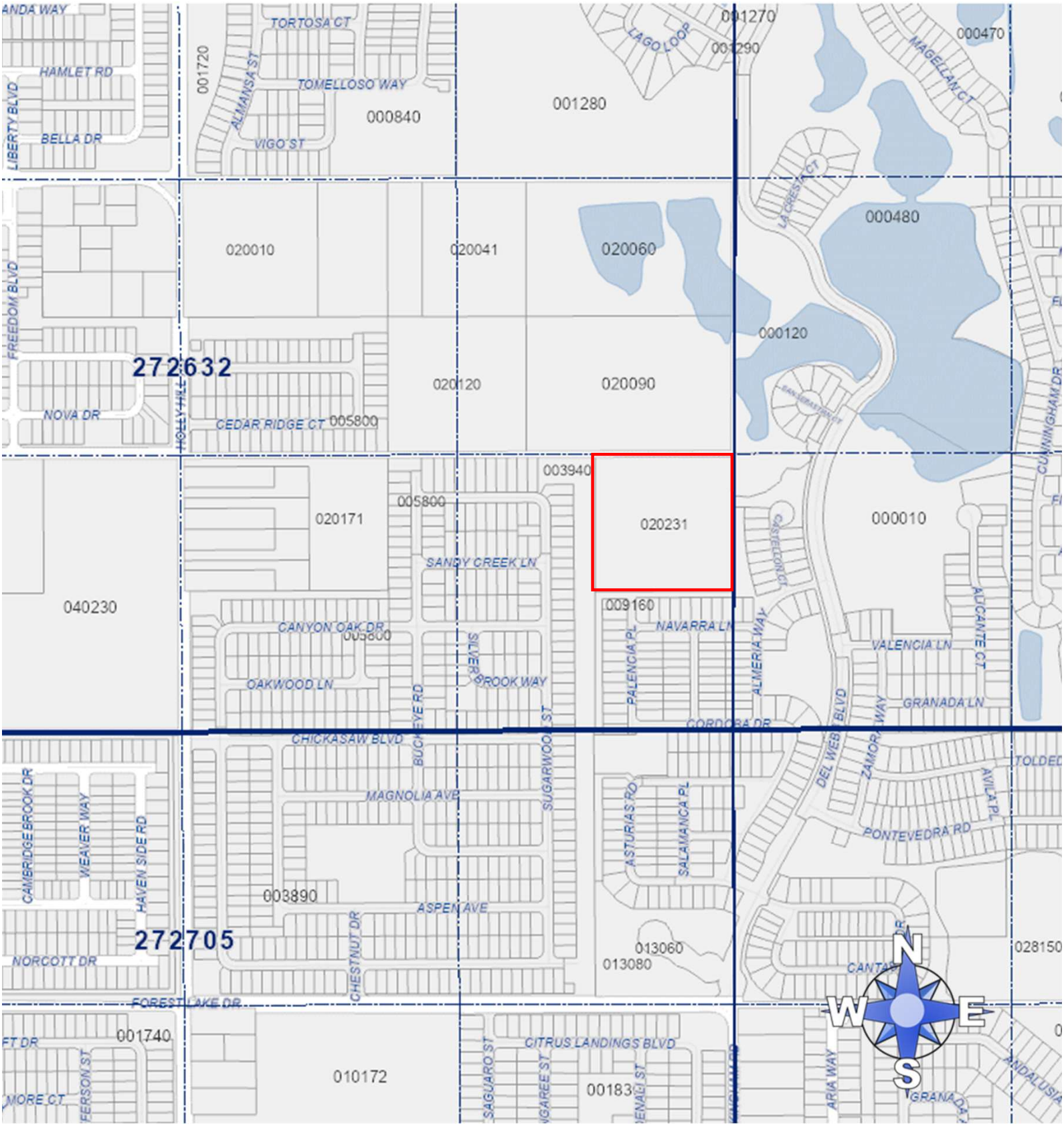
PRWC Receiving Facility

Application Maps

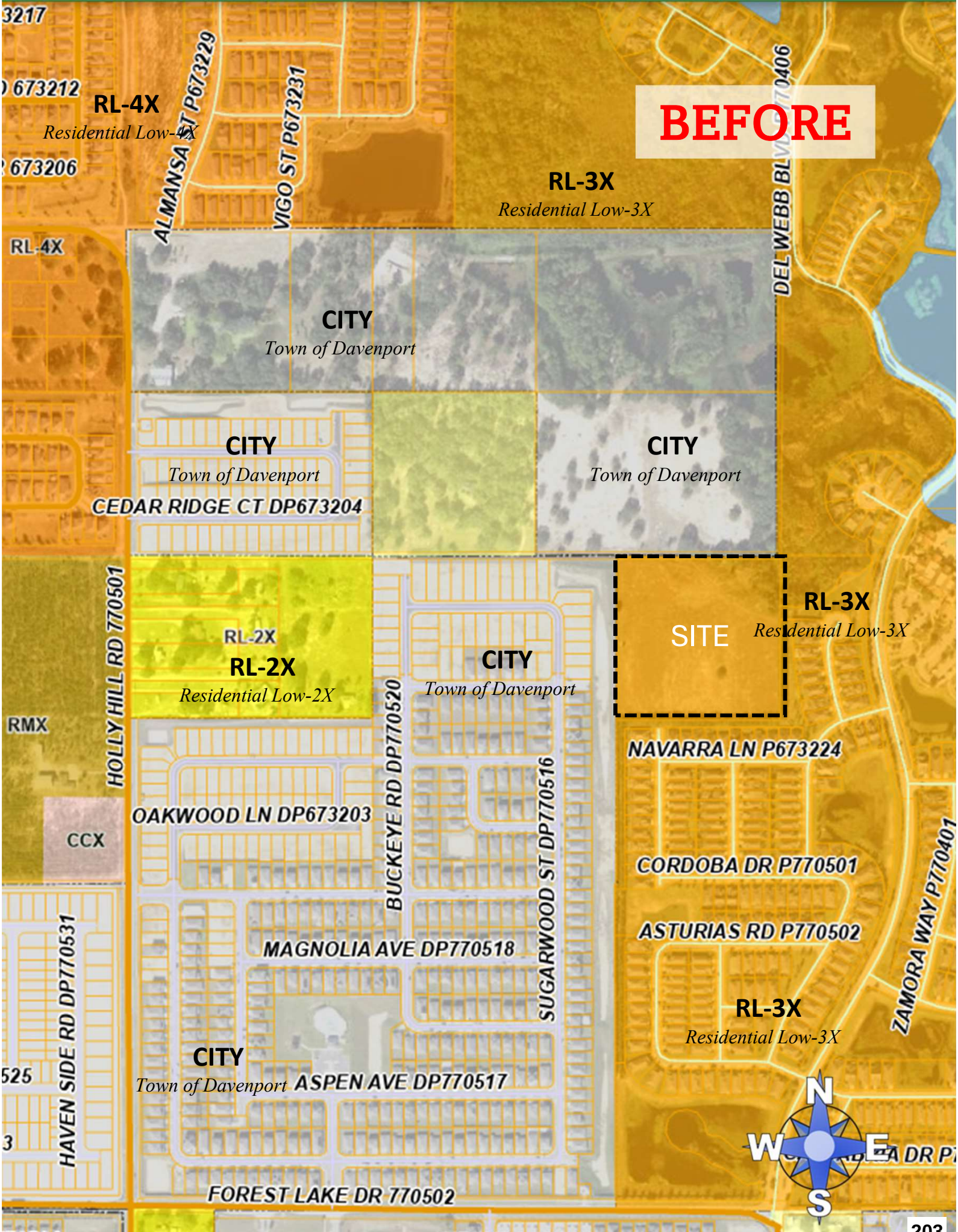
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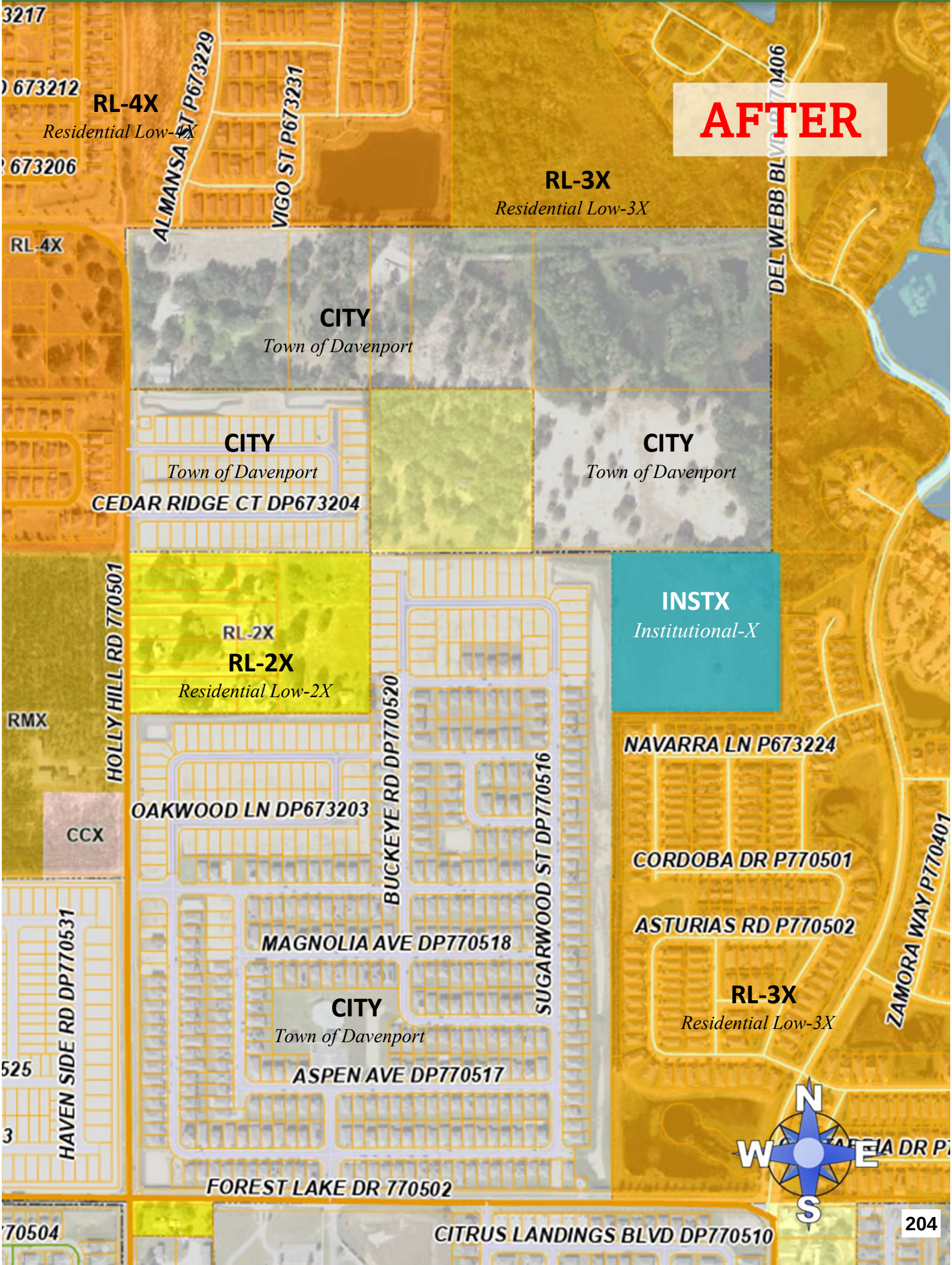

MAP A
SITE
N
W
E
S
200

MAP B


001270
003290
000470
001280
000840
001720
020010
020041
020060
000480
000120
272632
020120
020090
005800
003940
020231
020171
000010
040230
009160
272705
003890
013060
013080
028150
001740
010172
001830
N
W
E
S


MAP C
Holly Hill Road
SITE
Holly Hill Road
Buckeye Road
Sugarwood Street
Chickasaw Boulevard
Ridgewood Lakes Boulevard
Forest Lake Drive
Image © 2025 Airbus
N
W
E
S
202


BEFORE
RL-4X
Residential Low-4X
RL-3X
Residential Low-3X
CITY
Town of Davenport
CITY
Town of Davenport
CITY
Town of Davenport
SITE
RL-3X
Residential Low-3X
RL-2X
RL-2X
Residential Low-2X
CITY
Town of Davenport
CITY
Town of Davenport
RL-3X
Residential Low-3X
ALMANSA ST P673229
VIGO ST P673231
DEL WEBB BL
CEDAR RIDGE CT DP673204
HOLLY HILL RD 770501
BUCKEYE RD DP770520
SUGARWOOD ST DP770516
NAVARRA LN P673224
OAKWOOD LN DP673203
CORDOBA DR P770501
ASTURIAS RD P770502
MAGNOLIA AVE DP770518
ZAMORA WAY P770401
HAVEN SIDE RD DP770531
ASPEN AVE DP770517
FOREST LAKE DR 770502
CITRUS LANDINGS BLVD DP770510
RMX
CCX
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203


AFTER
RL-4X
Residential Low-4X
RL-3X
Residential Low-3X
CITY
Town of Davenport
CITY
Town of Davenport
CITY
Town of Davenport
INSTX
Institutional-X
RL-2X
RL-2X
Residential Low-2X
RL-3X
Residential Low-3X
CITY
Town of Davenport
ALMANSA ST P673229
VIGO ST P673231
DEL WEBB BLVD P770406
CEDAR RIDGE CT DP673204
HOLLY HILL RD 770501
BUCKEYE RD DP770520
SUGARWOOD ST DP770516
OAKWOOD LN DP673203
NAVARRA LN P673224
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ASTURIAS RD P770502
ZAMORA WAY P770401
MAGNOLIA AVE DP770518
ASPEN AVE DP770517
HAVEN SIDE RD DP770531
FOREST LAKE DR 770502
CITRUS LANDINGS BLVD DP770510
RL-4X
RMX
CCX
673212
673206
3217
525
770504
N
W
E
S


Ronald Reagan Parkway
Water Storage Facility and TOHO Interconnect
N
W
E
S

Agenda Item N.2. 5/5/2026

SUBJECT

Public Hearing (LDCD-2025-4 PRWC Receiving Facility District Change) (Adoption Hearing) to consider the adoption of a Land Development Code Subdistrict Map change from Insitutional-1X (INST-1X) to Institutional-2X (INST-2X) on ±9.91 acres for a future County potable water storage and interconnect facility.

DESCRIPTION

This is an applicant-initiated request for a Land Development Code Subdistrict Map change from Insitutional-1X (INST-1X) to Institutional-2X (INST-2X) on ±9.91 acres on a property located east of Holly Hill Road and Sugarwood Street, west of Del Webb Boulevard and Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the town of Davenport in Section 32, Township 26, Range 27. State law requires one Planning Commission hearing, which was held on April 1, 2026, with a recommendation for approval (Vote 7:0).

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP

Planning Administrator

Land Development Division

(863) 534-6470

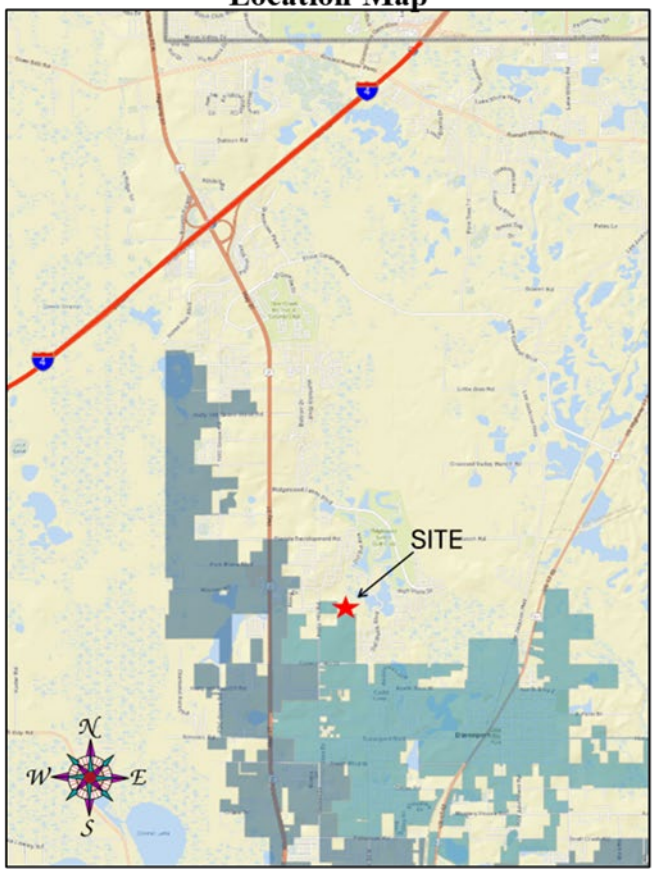
erikpeterson@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	June 26, 2025	**Level of Review:**	Level 4 Review
PC Date:	April 1, 2026	**Type:**	Land Development Code Sub-district Map Amendment
BoCC Date:	May 5, 2026	**Case Numbers:**	**LDCD-2025-4**
		Case Name:	PRWC Receiving Facility District Change
Applicant:	Polk County Utilities	**Case Planner:**	Erik Peterson, AICP

Request:	Land Development Code (LDC) Sub-district Map change from Insitutional-1X (INST-1X) to Institutional-2X (INST-2X) on ±9.91 acres for a future County potable water storage and interconnect facility.
Location:	East of Holly Hill Road and Sugarwood Street, west of Del Webb Boulevard and Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the town of Davenport in Section 32, Township 26, Range 27.
Property Owners:	Polk County
Parcel Size (Number):	±9.91 acres (272632-709500-020231)
Future Land Use:	Residential Low-3 (RL-3X) North Ridge SAP
Development Area:	Urban Growth Area (UGA)
Nearest Municipality:	Town of Davenport (abutting) Haines City (2/3 miles)
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7-0

Location Map



2024 Satellite Photo



Summary:

This request is in addition to the County's request to change the Future Land Use Map designation on this property from Residential Low to Institutional under case number LDCPAS-2025-19. This site will primarily be used for a potable water interconnect facility to blend water acquired from the Polk Regional Water Cooperative (PRWC) facility east of Lake Wales with the water in the Northeast Utility Service Area potable water system. This facility will have multiple water pumps and ground storage tanks. However, this 9.91-acre site will have some excess property. Polk County Utilities plans to use some of the excess property for the parking of utility vehicles and storage of utility infrastructure items such as pipe, manhole chambers, pumps, valves and lift station components. This is not permitted in the INST-1 district; therefore, the County is requesting an INST-2 designation where it is permitted through administrative review.

Comprehensive Plan Policy 2.116-A3 states that "*Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County.*" Therefore, designating government property INST-1X or INST-2X should be considered compatible with any other land use district, according to the Comprehensive Plan. Section 220 of the Land Development Code (LDC) requires a 50-foot setback of non-residential uses from neighboring residential land uses or districts. Additionally, the neighboring properties have developed independently with additional landscaping and buffering for their residents to mitigate any adverse effects from what future development may occur on this property. The buffer tracts range from 35 to 100 feet in width abutting the subject property. They are mostly tree lined except for the development to the west which sits higher above the subject property.

Findings of Fact

- *On October 1, 2024, Polk County purchased this property from Walton Acquisitions LLC for the purpose of a potable water interconnect facility to blend water acquired from the Polk Regional Water Cooperative (PRWC) with the water in the Northeast Utility Service Area potable water system. This Comprehensive Plan Future Land Use Map amendment request was presented to the Development Review Committee (DRC) in a pre-application meeting under case# LDDRC-2025-103.*

- *A County-initiated request for a Small-Scale Future Land Use designation change from Residential Low (RLX) to Institutional (INSTX) on approximately 9.91 acres in the Urban Growth Area (UGA) is under review for potential final approval on September 2, 2025. If approved the LDC Sub-District Map will default to INST-1X*

- *This request is to change approximately 9.91 acres of INST-1X to INST-2X*

- *The property is located within the North Ridge Selected Area Plan which gives it an "X" suffix on the Future Land Use Map.*

- *Difference in uses allowed between INST-1 and INST-2 include outdoor storage and vehicle maintenance uses in INST-2 and High Schools in addition to the ability to seek conditional use approvals for Airports, Correctional Facilities, Power Plants under 75 megawatts, and Solid Waste Management Facilities.*

- *The property was part of the Ridgewood Lakes Development of Regional Impact (DRI).*

- *The neighboring land uses to the east, south and west are single-family residential developments. To the north, the property is currently vacant but is planned for a park within the town of Davenport.*

- *The closest public school is Horizons Elementary, approximately one mile travel distance from the site.*

- *The current fire response to this project is from Polk County Rescue Station 38, located at 126 Cottonwood Drive, just under three (3) miles travel distance from the site.*

- *The current ambulance response is from Polk County Rescue Station 38, located at 126 Cottonwood Drive, just under three (3) miles travel distance from the site.*

- *The site is served by the Polk County Sheriff's Office Northeast District Command at 1100 Dunson Road, six (6) miles driving distance from the site.*

- *Polk County provides potable water, reclaimed water, and wastewater service to this area through its Northeast Regional Utility Service Area (NERUSA). This site will become a part of the potable water system.*

- *The site's access will be on Holly Hill Road from a 30-foot-wide unopened right-of-way. Holly Hill Road is a two-lane, 20-foot wide, urban major collector roadway.*

- *According to the Polk Transportation Planning Organization, there are capacity deficiencies on U.S. Highway 27. All other supporting roadways have available capacity. The designation of the property for Institutional land uses has a low probability of significantly increasing current traffic demands.*

- *There is a sidewalk system along Holly Hill Road, but it is incomplete to provide connections to transit and commercial services.*

- *The closest fixed route transit stop is at Heart of Florida Hospital at U.S. Highway 27 and Holly Hill Road, just over a mile from the site.*

- *The nearest public park will be developed in the future on the norther boundary of the site within the town of Davenport. The closest County recreation facility is Loughman Park approximately 11 miles away from the north in Loughman.*

- *Policy 2.116-A4 of the Polk County Comprehensive Plan requires development within INST districts to "conform to the following criteria:*
  a. Institutional uses include, but are not limited to: private and public-service structures. These commonly include:
    1. public and private educational facilities;
    *2. **government-administration buildings**;*
    3. public-safety structures (e.g. police and fire);
    4. cultural facilities (e.g. libraries, museums, and performing-arts theaters);
    5. health-care facilities e.g. hospitals, medical centers, clinics, nursing homes, adult day care centers, group homes, group living facilities, emergency shelters, residential treatment facilities.

b. Large institutional areas should be designed so that the more intensive uses are at the center of the development, with less intensive uses near the fringes.

c. Prior to site planning, the School Board, independent special districts, and other governmental entities shall communicate to one another to pursue potential colocation of government services.

d. Commercial uses within institutional areas mapped on the Future Land Use Map Series shall be primarily for the purpose of serving the institutions within the area and shall be limited to a scale appropriate for that purpose.

e. Institutional sites shall be designed to provide for:

1. Adequate parking to meet the present and future demands of the use.

2. Buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.

f. Multi-family residential uses may be permitted at densities up to and including 15 dwelling units per acre as part of a Planned Development. Residential uses may be permitted according to the following:

1. Residential uses shall only be established adjacent to or in conjunction with a university, college, vocational school or other similar educational institution.

2. Residential development shall be intended to primarily meet the housing needs for students and facility members of the nearby educational institution

g. Recreational uses accessory to the institutional use or compatible with the location of the institutional district."

- *POLICY 2.125-E2 of the Comprehensive Plan states that "Type A facilities shall be permitted pursuant to the following:*

  a. Type A community facilities shall generally be limited to the non-Rural-Development Areas, as designated on the Future Land Use Map. The scale of such facilities should be related to surrounding land uses and designed to preserve the character of residential neighborhoods, when so located.

  b. The provisions of Policy 2.125-E2(a) notwithstanding, it may be in the best interest of public health, safety, and welfare to provide Type A community facilities in locations which are potentially incompatible with adjacent land uses. In such cases, these facilities will be buffered from adjacent incompatible land uses through the provision of open space, landscaping berms, site design or other suitable means.

  c. The development of type A community facilities shall be permitted in the Rural areas, as designated on the Future Land Use Map, only when such developments provides regional services, or is incompatible with urban uses or services the existing needs of the immediate area in which it is located.

  d. Polk County adopted the Land Development Code in accordance with Section 163.3202(1), FS, to further define appropriate development controls to govern the locational and site criteria for Type A Community Facilities."

- *The Polk County Land Development Code Section 220 prohibits non-residential buildings, garbage dumpsters, loading facilities, wastewater lift stations within 50 feet of an offsite residential district. Parking and lighting are strictly regulated. Parking can be no closer than 15 feet from a residential property and requires additional landscaping within 50 feet of adjacent residential districts and uses.*

- *The Polk County Land Development Code Section 303 requires water storage tanks to be setback one times the height from neighboring residential development.*

- *The Polk County Land Development Code Section 303 has no standard conditions for Government Facilities.*

Development Review Committee (DRC)

Based upon the information provided by the applicant and a recent site visit, the DRC finds that with the recommended conditions the request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Comprehensive Plan and the Land Development Code, and therefore, the DRC recommends **APPROVAL of LDCD-2025-4.**

Planning Commission Recommendation: Based on the information provided at the advertised public hearing on April 1, 2026, the Planning Commission finds that the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Planning Commission recommends **APPROVAL of LDCD-2025-4 with a vote of 7-0.**

Surrounding Land Use Designations and Current Land Use Activity

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1

Northwest: City of Davenport vacant Future Park	**North:** City of Davenport vacant Future Park	**Northeast:** RL-3X, PUD 85-08 Ridgewood Lakes DRI Village 11 Wetlands/100-year Floodplain
West: City of Davenport Forest Lake subdivision Single-family ±3.5 dwelling units per acre	**Subject Property:** RL-3X, PD 14-08 Ridgewood Lakes DRI approved for 32 single-family units ±9.91 total acres	**East:** RL-3X, PUD 85-08 Ridgewood Lakes DRI Del Webb Phase 1 subdivision Single-family ±3.5 dwelling units per acre
Southwest: City of Davenport Forest Lake subdivision ±3.5 dwelling units per acre	**South:** RL-3X, PUD 85-08 Ridgewood Lakes Del Webb Phase 1 subdivision Single-family ±3.5 dwelling units per acre	**Southeast:** RL-3X, PUD 85-08 Ridgewood Lakes DRI Del Webb Phase 1 subdivision Single-family ±3.5 dwelling units per acre

Source: Polk County Geographical Information System and site visit by County staff

The subject property is approved for a 32-unit single-family development that was supposed to connect to the terminus of Palencia Place on the south side of the property as a future phase of the Ridgewood Lakes Development or Regional Impact (DRI). This action will remove it from the DRI. This site will no longer take access where it was originally approved rather through a 30-foot-wide unopened right-of-way connecting directly with Holly Hill Road to the west. It is also likely that future access may come through a park that is planned within the town of Davenport.

Compatibility with Infrastructure and Surrounding Land Uses:

This change from INST-1X to INST-2X will be compatible with the surrounding land uses through the County's standard Land Development Code (LDC) design requirements for landscaping, buffering, and setbacks. All three abutting residential developments included additional landscaping and buffering features to enhance compatibility with the inevitable future development of this property. There are very few environmental limitations with the property and the intended use will become vital in the future for other infrastructure investments in the area. The outdoor storage and vehicle parking will be screened from offsite view in addition to the buffering required for the water treatment facilities.

The Comprehensive Plan defines compatibility as "*A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.*"

A. Land Uses:

Comprehensive Plan Policy 2.116-A3 states that "Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County." Therefore, designating government property INST-1X or INST-2X should be considered compatible with any other land use district. Section 220 of the LDC requires a 50-foot setback of non-residential uses from neighboring residential land uses or districts. Additionally, the neighboring properties have developed independently with additional landscaping and buffering for their residents from what future development may occur on this property. The buffer tracts range from 35 to 100 feet in width abutting the subject property.

B. Environment:

There are few environmental limitations with this site. Surface waters have a positive outfall. There is a small portion (<5% of the site) in the northeast corner of the property with wetlands, flood hazard area, and marginal soils which can be easily avoided. The area is nearly built out and as a result there have been no species sightings nearby in over twenty years. However, the County will do a species walkover prior to development as required by state and local funding sources. This change in land use will not adversely impact nearby wells or airports, and there have been no findings of historical resources in the area. All but the wetland/floodplain area has been cultivated for citrus in the recent past. This change from INST-1X to INST-2X will not change the regulations with regard to any environmental limitations.

C. Infrastructure:

This request is to expand the infrastructure capabilities of the Northeast Regional Utility Service Area (NERUSA) by infusing water from the Lower Floridan Aquifer supplied through the Polk Regional Water Cooperative (PRWC). This site may also be used temporarily for a long term or permanently to house a satellite office for Polk County Utilities (PCU) administration and operations staff. This change from INST-1X to INST-2X will allow their vehicles, supplies, and equipment for maintaining and improving the Northeast Utility Service Area. This facility will have no adverse impacts on schools. It will ensure that there is adequate water supplies and pressure for fire hydrants in the system. It will add water to the system and need very little wastewater treatment. Unless the rest of the site is used for offices, there will be no impact on the roadways after construction is completed. Drainage will outfall into a wetland system that connects to Horse Creek and into the Kissimmee River chain. The site is adjacent to a future park for the town of Davenport.

Nearest and Zoned Elementary, Middle, and High School

School capacity is not a concern for non-residential uses. Proximity and traffic conflicts are a concern. Fortunately, the activity on this site is benign and will have no potential conflicts with any school's operation. Listed in the table to follow are the three closest schools to the site.

Table 2

Name of School	Average driving distance from subject site
Horizons Elementary	±1 mile driving distance
Davenport School of the Arts Middle School	±9 miles driving distance
Ridge Community High School	±2 miles driving distance

Source: Polk County School Board GIS

This potable water interconnect and storage facility will pose no potential adverse impacts upon any nearby schools. One of the three schools along with five others in the utility service area will be served by this future facility. Two more schools are planned within the service area over the next five years.

Nearest Sheriff, Fire, and EMS Station

Fire and EMS response to this project is from Polk County Fire Rescue Station 38, located at 126 Cottonwood Drive. The travel distance is just under three (3) miles from the site and response times can average six or more minutes depending on the type of call. There will be fire hydrants constructed onsite with ample water pressure since it will be a water interconnect and storage facility. Demand for services will be low since the facility will be sparsely manned and there are very little flammable equipment items. Needs for emergency medical services will increase slightly if offices are added.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	Northeast District Command (1100 Dunson Road)	±6 miles	6 minutes
Fire	Station 38 (126 Cottonwood Drive, Davenport)	±2.86 miles	6 minutes
EMS	Station 38 (126 Cottonwood Drive, Davenport)	±2.86 miles	6 minutes

Source: Polk County Sheriff's Office and Public Safety

**Response times are based on when the station receives the call, not from when the call is made to 911.*

The nearest Sheriff's substation is the Northeast Command Center on Dunson Road, six (6) miles to the north. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the County. However, the closer to the command center increases the number of patrol officers available in the area.

The change from INST-1X to INST-2X will result in both the Polk County Regional Water Cooperative (PRWC) and Polk County Utilities (PCU) having the ability to park large vehicles and equipment and store materials onsite.

Water and Wastewater Demand and Capacity:

There are adequate water and wastewater capacities to accommodate a change from an INST-1X district to an INST-2X district. The water consumed and wastewater generated by either district is the same. The different uses allowed in INST-2X are not the heaviest consumers of utilities in the INST Future Land Use Map designation. In particular, Polk County Utilities is seeking the district change to enable commercial vehicle parking and equipment storage. Neither vehicles nor storage of materials and equipment need water or wastewater capacity at all. Whether it is for INST-1X or INST-2X, the most government office space that the PRWC or PCU may need at this site is approximately 4,000 square foot office for utility control and operations staff which is permitted in INST-1X just as INST-2X. Additionally, this facility will bring in 2,610,000 gallons per day to the NERUSA over the next eight years. Table 4, to follow, provides generalized estimates of the anticipated water and wastewater demands for comparison between the districts and the amount anticipated with the property's intended use.

Table 4

Subject Property	**Estimated Impact Analysis**		
±9.91 acres *RL-3X*	**Maximum Permitted In INST-1X**	**Maximum Permitted In INST-2X**	**Future Plan** Government Facility
Permitted Intensity	Office building (323,760 sq.ft @ 75% FAR)	Office building (323,760 sq.ft @ 75% FAR)	Unmanned Potable Water Interconnect and Storage Facility and 4,000 sq.ft. Government office
Potable Water Consumption (GPD)*	11,520	77,702	960
Wastewater Generation (GPD)*	8,640	62,162	768

Source: Polk County Concurrency Manual & Polk County Utilities estimates
**Offices = 0.24 gallons per square foot, 20% less for wastewater*

The NERUSA is the fastest growing utility system in all of Polk County. Over the last year, the water system has been growing at 5.7 new connections per day. The wastewater system has been growing at 3.06 new connections per day.

B. Available Capacity:

The NERUSA potable water system has a permitted capacity of 12,940,000 gallons per day (GPD). Current usage is approximately 10,654,000 GPD with 83,000 GPD of committed capacity. This leaves 2,286,000 GPD of remaining capacity which is enough to serve nearly 6,350 single-family residential units. There are approximately 57,211 customers being served. The system growth rate is 1,427 GPD which equates to over 2,000 new connections per year. At the current rate of growth, expansion of the system is needed in approximately four (4) years.

The NERUSA wastewater system has a permitted capacity of 6,000,000 gallons per day (GPD). Current usage is approximately 5,459,000 GPD. This leaves 541,000 GPD of remaining capacity which is enough to serve nearly 2,004 single-family residential units. The plant will be expanding to 7,000,000 GPD within a year and to 9,000,000 GPD by June of 2029.

C. Planned Improvements:

The facility planned for this site will bring in 410,000 GPD from the PRWC Southwest Lower Floridan Aquifer Wellfield east of Lake Wales, 1,200,000 from the Cypress Lakes Lower

Floridan Aquifer system in Osceola County, and by June of 2033, a new Lower Floridan Aquifer well will be operational in the NERUSA Holly Hill Plant on Sand Mine Road.

The NERUSA wastewater treatment facility on Homerun Boulevard has been enabled to increase treatment to a permitted capacity of 7,000,000 GPD. The plant is undergoing an expansion that will raise the capacity to 9,000,000 GPD. This is to be completed by June of 2029. While under construction, the subject property may be utilized for storage of vehicles, materials, and equipment that would be located at the Homerun Boulevard facility were it not for the construction.

The change from INST-1X to INST-2X will enable this site to be used for storage of utility distribution materials and equipment used in minor and major Community Investment Program (CIP) planned improvements.

Roadways/ Transportation Network

There are more than adequate transportation facilities to accommodate a change from an INST-1X district to an INST-2X district. The traffic generated by either district is the same. The different uses allowed in INST-2X are rather low traffic volume generators. In particular, Polk County Utilities is seeking the district change to enable commercial vehicle parking and equipment storage. The surrounding roadway network has ample capacity remaining despite the increases in demand over the past five years. There is a growing but incomplete sidewalk network and there are mass transit services in the area. The northeast area of the County is experiencing growth that is outpacing investments into the roadway network. The difference in INST-1X and INST-2X is primarily for the ability to store vehicles and equipment onsite. It will not change the amount of roadway usage significantly.

A. Estimated Demand

Whether the district is INST-1X or INST-2X, the maximum demand is still the same. Realistically, the most government office space that may actually occur at this site is an approximately 4,000 square foot satellite office for utility control and operations staff. Current estimated multipliers are 22.59 AADT per 1,000 square feet and 1.71 PM peak hour trips per 1,000 square feet with an estimate of 89% new trips. This maximum typical scenario will result in 91 AADT with six (6) PM peak hour trips.

Table 5

Subject Property	**Estimated Impact Analysis**		
±9.91 acres *RL-3X*	**Maximum Permitted In INST-1X**	**Maximum Permitted In INST-2X**	**Future Plan** Government Facility
Permitted Intensity	Office building (323,760 sq.ft @ 75% FAR)	Office building (323,760 sq.ft @ 75% FAR)	Unmanned Potable Water Interconnect and Storage Facility and 4,000 sq.ft. Government office
Average Annual Daily Trips (AADT)	7,314	7,314	91
PM Peak Hour Trips	493	493	6

Source: Polk County Concurrency Manual rate of Government Office Complex = 89% new trips 22.59 AADT/1,000 sq.ft., 1.71 PM Peak Hour

B. Available Capacity

Although the request will have a limited impact on the transportation system, it is still pertinent

to be aware of available capacity when making land use decisions. Table 6, to follow, provides a good snapshot of the capacity on the surrounding road network. U.S. Highway 27 is a constrained facility.

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard
8316N	Holly Hill Road From: County Road 547 To: U.S. Highway 27	C	539	E
8316S	Heller Brothers Road From: U.S. Highway 27 To: County Road 547	C	528	E
4053E	County Road 547 From: U.S. Highway 27 To: Lee Jackson Highway	C	287	E
4053W	FDC Grove Road/Park Place Boulevard From: Lee Jackson Highway To: U.S. Highway 27	C	267	E
5110N	U.S. Highway 27 From: CR 547 To: I-4	F	-363	D
5110S	U.S. Highway 27 From: I-4 To: CR 547	F	-230	D
8222E	Interstate-4 From: CR 557 To: Osceola County Line	C	1,524	D
8222W	Interstate-4 From: Osceola County Line To: CR 557	C	1,351	D

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

Recent travel lane additions on I-4 have provided a temporary solution while work begins on the ultimate widening to 10 lanes. Polk County Roads and Drainage Division cannot control these facilities, but it can control the roadways that feed into them and improve alternative routes such as Holly Hill Road to lessen the local demand on the state thoroughfares.

C. Roadway Conditions:

Polk County uses the Pavement Surface Evaluation and Rating (PASER) method established by the Transportation Information Center at the University of Wisconsin-Madison. The roadway conditions are displayed in the table to follow under the Pavement Condition Index (PCI) rating.

Table 7

Road Name	Roadway Classification	Pavement Width	Pavement Condition Index (PCI)
Holly Hill Road	Urban Major Collector	20’	“very good” (8)
County Road 547	Urban Major Collector	22’	“very good” (8)

The property does not have frontage on Holly Hill Road. But it connects to it through a 30-foot wide unopened and currently unmaintained right-of-way platted by the Florida Land Development Company at the turn of the 20th century. The County will use this access for construction and early operation. Eventually the site may take access through the town of Davenport’s future park for which they have acquired land to the north of the site. Holly Hill Road is a two-lane, 20-foot wide, urban major collector roadways with a PCI rating of “very good” (8) along the project frontage. U.S. Highway 27 is not rated under the County’s Road Inventory but appears to be in excellent condition since it was recently re-surfaced earlier this year. The Florida Department of Transportation (FDOT) maintains it.

D. Planned Improvements:

There are no transportation improvements planned for the immediate area of the facility. However, there are many roadway projects in the Northeast Utility Service Area (NERUSA). With new roadway projects comes new development and new development needs water. This site is vital to the growth of the area.

E. Mass Transit



Mass transit service is provided along U.S. Highway 27. The closest fixed route transit stop is at Heart of Florida Hospital at U.S. Highway 27 and Holly Hill Road. This is just over a mile from the site which is not a convenient walking distance and there are gaps in the sidewalk network. The route has 40 minute headways, but only nine cycles on weekdays and six on Saturday. The proposed uses are not likely to be conducive to use of mass transit.

F. Sidewalks

The sidewalk network along Holly Hill Road is less than 60% complete. But that is not a concern for the development of this site. Most of the operations will be conducted remotely thought the system control and data acquisition (SCADA) network. In the future, a satellite operations center may be located onsite. If that happens, there will be approximately 20 employees coming and going from the facility. They will be driving vehicles with equipment predominantly.

Park Facilities and Environmental Lands:

The closest County recreation facility is Loughman Park approximately 11 miles away from the north in Loughman. The town of Davenport will be constructing a park immediately to the north. The request will not adversely affect either the park or its operations. The proposed facility will most likely provide potable water to park.

A. Location:

Loughman Park is located at 6302 Old Kissimmee Road approximately 11 miles from the site. The Northeast Regional Park is located 12½ miles to the north of on U.S. Highway 27.

B. Services:

Loughman has soccer, basketball, multi-purpose fields, picnic tables, pavilion, and a playground. The Northeast Regional Park has six lighted soccer/football fields, five lighted baseball fields, basketball, tennis, and racquetball courts, concession facilities, boat access, as well as playground facilities for children and dog walks.

C. Environmental Lands:

Lake Bonnet Marsh is on the west side of U.S Highway 27. There is public access at the end of Sanders Road to the southwest within two miles of the site.

D. Planned Improvements

There are no planned improvements to park facilities in this area in the County's 5-year capital improvements plan. However, the town of Davenport is likely to begin construction of their park abutting the site within the next three years.

Environmental Conditions

There are no significant environmental limitations to the development of this property. It has good soil, is connected through a wetland system to surface waters, minimal wetland and flood hazard area, no recent endangered species sightings, or archeological resources.

A. Surface Water

The site naturally flows northeasterly to a wetland system connected to the Ridgewood Lakes development. Their wetlands connect to Horse Creek which is a manmade canal that funnels water through creeks that reach Lake Marion and Reedy Creek. Reedy Creek connects to the Kissimmee River which flows to the Gulf.

B. Wetlands/Floodplains

The very tip of northeast corner of the site is comprised of both wetlands and 100-year floodplain. This is approximately 3% of the total site (0.298 acres). It is a small portion of a former lakebed that silted in after mining was conducted within the Ridgewood Lakes development. It will be easy for all development within the site to avoid any disturbance or alteration.

C. Soils:

The usable portion of the site has very good soil for development. The potion that has soil with severe limitations is a wetland that will be avoided. No development will occur within a minimum of 25 feet from the wetland boundary.

Table 8

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to small commercial buildings**	**% of Site** *(approximate)*
Candler Sand	Slight	Slight	90%
Tavares Fine Sand	Moderate: wetness	Slight	7%
Samsula Muck	Severe: ponding, poor filter	Severe: ponding, low strength	3%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

There may be some need for offsite soil. Candler sand is so porous that it often needs some augmentation or heavy compaction to achieve foundational stability.

D. Protected Species

The area is very urbanized. There are not many locations of tracts of undeveloped land in the vicinity of the site. There have been no sightings within one mile of the proposed wastewater treatment plant site according to the Florida Natural Areas Inventory surveys in 2002, 2006, and 2011. A more in-depth protected species study will be required for both the Environmental Resource Permit (ERP) from the Florida Department of Environmental Protection as well as the federal agency providing the funding for the project.

E. Archeological Resources:

There are no protected archeological resources in Section 32, Township 26, and Range 27, that the site of these proposed ground storage tanks would adversely impact, according to the Florida Department of State, Division of Historical Resources.

F. Wells (Public/Private)

PCU's Edghill well site is 1.8 miles to the north. Davenport's water treatment facility is ¾ mile to the south.

G. Airports:

The site is over 2½ miles from the edge of the runway for Gore Airport. A private airfield west of Hanes City. Wastewater Treatment Plants are typically close to grade and pose no threat to aircraft. The water tanks will not exceed 35 feet in height. A system control and data acquisition communication tower will be included. It will be approximately 80 feet high. Not enough to pose any threats to aviation. INST-2 allows for outdoor storage and large vehicle parking and INST-1 does not. However, the height limit increases from 50 feet to 160 feet. Anything above 100 feet will require FAA approval.

Economic Factors:

This land for which this LDC Sub-district Map change is requested will primarily serve as an interconnection with the Polk Regional Water Cooperative (PRWC) Lower Floridan Aquifer well water supplies. This new source of water will enable development growth to continue in the utility service area for years to come. The facility itself does not necessarily need any uses that are exclusive to the INST-2 subdistrict. However, this facility is not likely to consume all of the nearly 10-acre property. Polk County Utilities Division (PCU) may need a portion of the site for parking utility vehicles and storing utility system components as the PCU undergoes a process of decentralization to better serve the different utility service areas. This property is isolated from most of public view and central to much of the service area.

Consistency with the Comprehensive Plan, LDC, and Other County Ordinances:

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent or inconsistent** with the Comprehensive Plan is listed below:

- Section 2.102 – General Growth Management policies

- Section 2.104 – Transit Supportive Development Area (TSDA) policies
- Section 2.116 – Institutional

The table to follow provides a brief breakdown of Section 2.102 policies that are most pertinent to this request.

Table 8

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.	This request is for a Subdistrict Map change from an INST-1 to an INST-2 district which can enable slightly more intensive uses needed to serve existing and future residents and businesses. Certain amounts of infrastructure must be present to enable their use.
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	The neighboring properties have developed independently with additional landscaping and buffering for their residents from what future development may occur on this property. The buffer tracts range from 35 to 100 feet in width abutting the subject property. The property to the north will soon become park for the town of Davenport.
POLICY 2.102-A3: DISTRIBUTION - Development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.	This facility will bring more water supplies into the Northeast Regional Utility Service Area (NERUSA). By June of 2028, an additional 410,000 will come from the Polk Regional Water Cooperative (PRWC) through the facility that will be developed on this site. Additional water supplies will follow.
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	Changing from INST-1 to INST-2 is not an issue of timing. Both subdistricts are needed to support population growth by providing infrastructure and services.
POLICY 2.102-A15: ADEQUATE PUBLIC FACILITIES - The County will direct new growth to areas where adequate public facilities exist or are planned; and ensure that essential services are in place to provide for efficient, cost effective response times from the Fire Department, Sheriff's Department, and Emergency Management Service (EMS).	Public safety response to this area is from Polk County Fire Rescue Station 38 located at 126 Cottonwood Drive. The travel distance is just under three (3) miles. The nearest Sheriff's substation is the Northeast Command Center on Dunson Road, six (6) miles to the north.

The site is located in the Urban Growth Area (UGA), which is the area "*where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed-use development*" according to POLICY 2.105-A1 of the Comprehensive Plan. This site is near all of the necessary infrastructure and services mentioned in the policy.

The Institutional (INST) Future Land Use Map designation is a broad multiuse district. For that reason, INST was separated into two sub-categories in the LDC. POLICY 2.116-A1 illustrates the broadness of the INST district in the statement of characteristics: "*Institutional areas are primarily characterized by private and public-service structures.* This could be anything from a public school or church to a jail or private landfill. For that reason, the Board of County Commissioners needed to separate INST land uses into at least two categories and then even establish a conditional use review for the most concerning land uses. This request is not intended to avail this property for the more intensive INST uses. It is sought to enable outdoor storage of utility system parts and materials such as pipes, manhole vaults, pumps, etc. and park large maintenance vehicles such as vacuum trucks, backhoes, and excavators.

The LDC separates the INSTX Future Land Use Map designation into two categories, INST-1X and INST-2X. INST-1X is the district for government facilities that are more desirable such as elementary schools and community facilities. INST-2X allows some more intrusive land uses, but most of them require an additional level of permitting and binding site plan approved by the Board of County Commissioners. While High Schools require INST-2X, they do not require an additional hearing process.

Table 10

	Standard Comparison	
Standard	**INST-1X**	**INST-2X**
Different Land Uses	Government Facilities Elementary and Middle Schools Religious Institutions	High Schools, Vehicle Maintenance, Outdoor Storage, Vocational Schools Power Plants *(non-certified),* Airports
Density	Not permitted	Not permitted
Minimum Lot Size	No minimum	No minimum
ROW Setbacks	30 feet from Local Roads	30 feet from Local Roads
Interior Side	15' Primary, 15' Accessory	15' Primary, 15' Accessory
Interior Rear	15' Primary, 15' Accessory	15' Primary, 15' Accessory
Height Limit	50 feet	160 feet
Prohibited Uses	Residential	Residential
Outdoor Storage	prohibited	Permitted with screening

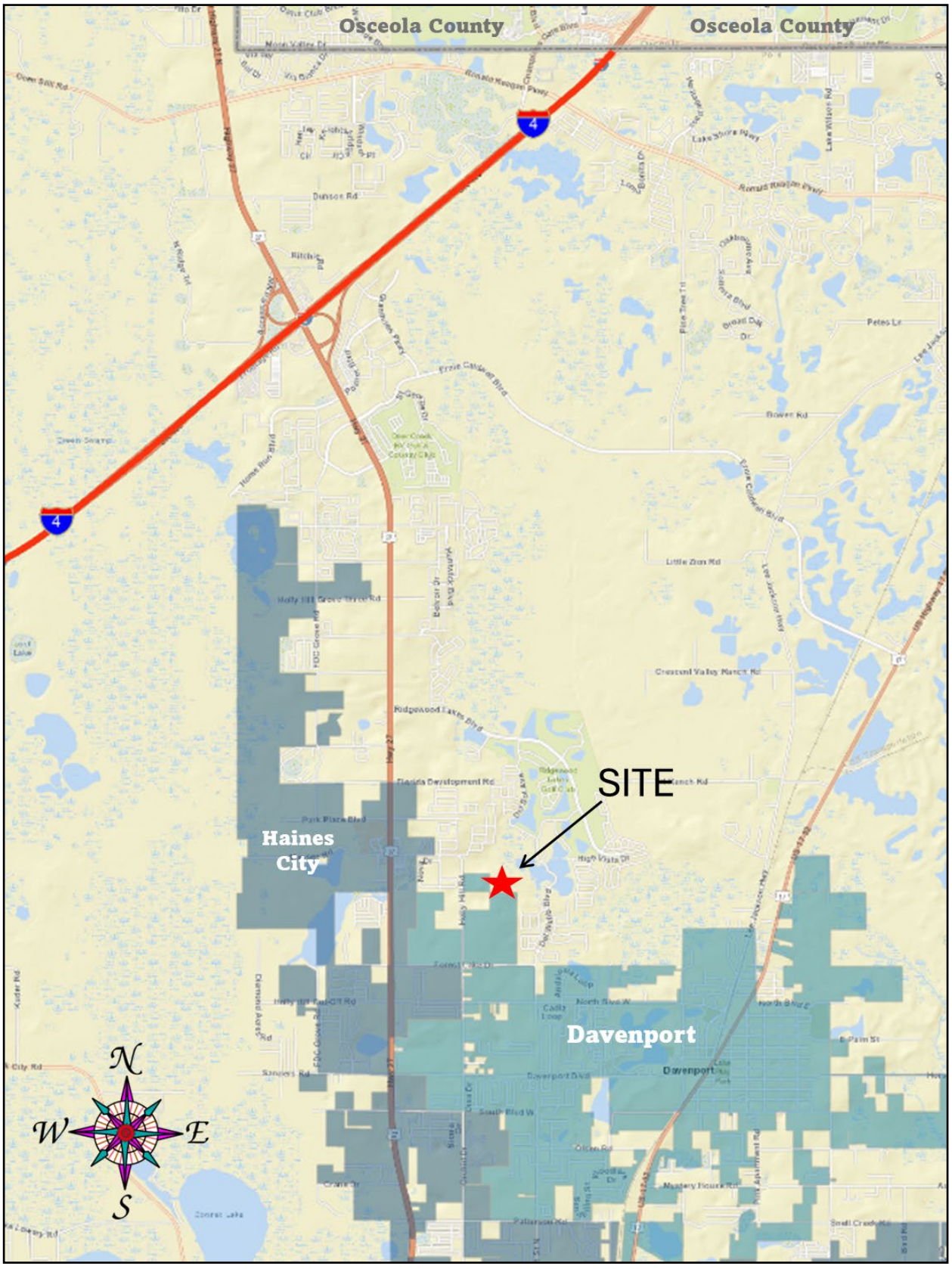
Although outdoor storage is permitted in INST-2, it is for only finished goods and must be screened from offsite view. While Power Plants and Airports are listed, they also require conditional use approval. Solid Waste facilities are not permitted in the North Ridge Selected Area Plan.

Section 220 of the Land Development Code requires additional separations for commercial properties that abut residential districts and residential land uses. These include a 50-foot setback from all residential land use districts for commercial buildings, dumpsters, outdoor sales, storage or display, air conditioning units, loading facilities/structures, drive-thru, grease traps, wastewater lift stations, and gasoline pump islands.

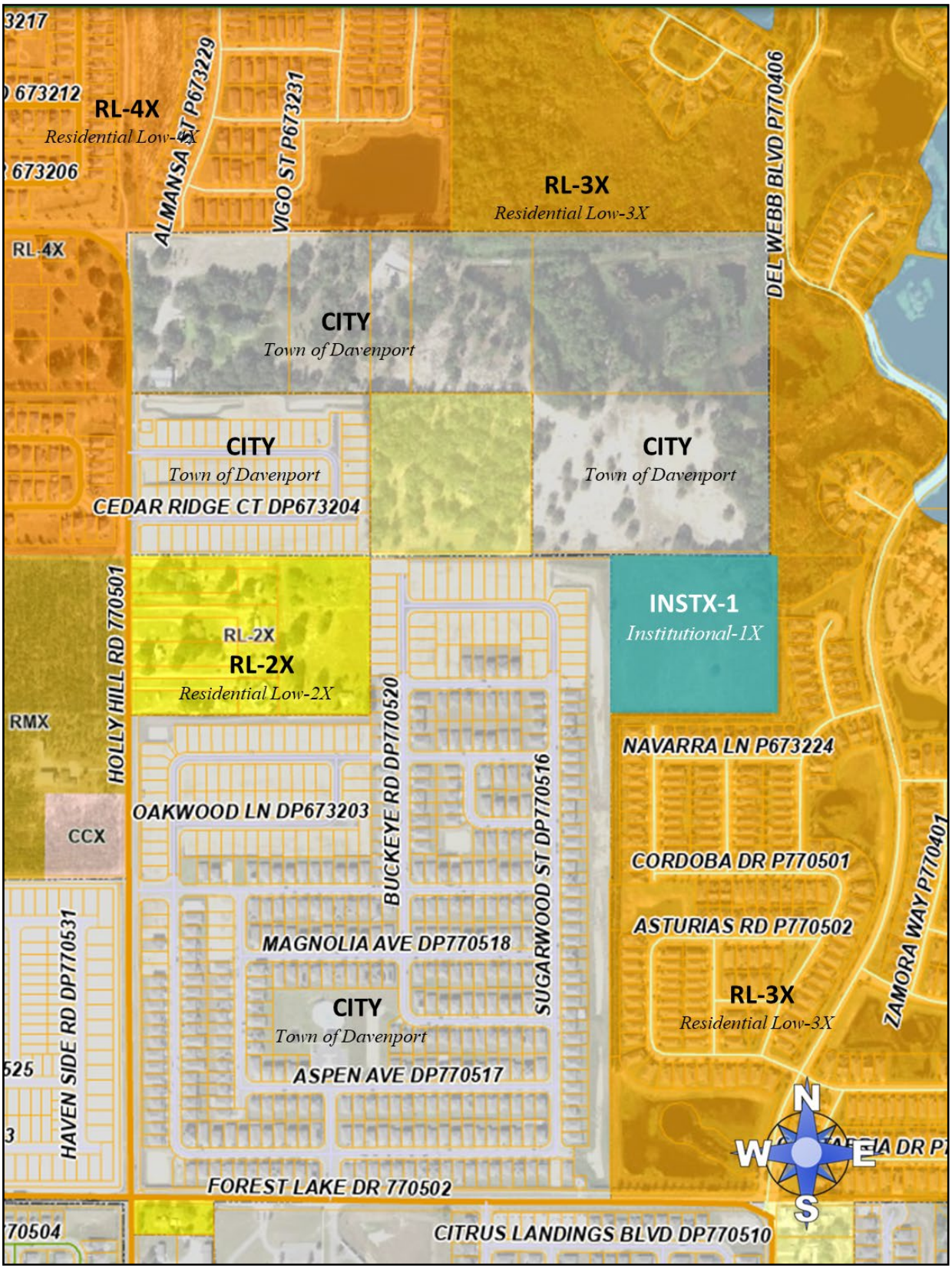
Comments from other Agencies: None.

Exhibits:

Exhibit – 1 Location Map
Exhibit – 2 Future Land Use Map
Exhibit – 3 2024 Satellite Photo (Context)
Exhibit – 4 2024 Satellite Photo (Close-up)
Exhibit – 5 District Use Comparison Table



Location Map



Future Land Use Map



2024 Satellite Photo (Context)



2024 Satellite (Close Up)

Comparison of Permitted and Conditional Uses*

District	Permitted Uses	Administrative Review	Public Hearing(s) Required
INST-1X *Institutional-1*	Childcare Center **Government Facility** Lodges and Retreats Elementary School Middle School Leisure/Special Interest School Production Studio Transit Facility	Group Living Facility (7+ clients) Adult Day Care Center (7+ clients) Cemetery Clinics & Medical Offices Community Center Communication Tower Cultural Facility Emergency Shelter (7+) Heliports & Helistops Nursing Home Offices & Office Park High & Low Intensity Recreation Vehicle Oriented Recreation Religious Institution Research & Development Solar Power Generation Facility	Multifamily Housing (dormitories) Gas Station (fleet) Hospital Lime Stabilization Facility Residential Treatment Facility High School Residential Treatment Facility Vo-Tech, College or University
INST-2X *Institutional-1*	Childcare Center **Government Facility** Lodges and Retreats Elementary School Middle School Leisure/Special Interest School Production Studio Transit Facility **Vo-Tech, College or University**	Group Living Facility (7+ clients) Adult Day Care Center (7+ clients) Cemetery Clinics & Medical Offices Community Center Communication Tower Cultural Facility Emergency Shelter (7+) Heliports & Helistops Nursing Home Offices & Office Park High & Low Intensity Recreation Vehicle Oriented Recreation Religious Institution Research & Development **High School** **Vehicle Service (mechanical)** Solar Power Generation Facility	Multifamily Housing (dormitories) **Airport** **Correctional Facility** Gas Station (fleet) Hospital Lime Stabilization Facility **Power Plants** ***(not certified through PURPA)*** Residential Treatment Facility Residential Treatment Facility **Solid Waste Management Facility**

**Uses with the same level of review in both categories such as mining or agricultural uses which is preempted by State Law.*

Section 206.O. Outdoor Storage

Outdoor storage shall be allowed as an accessory use in accordance with the following:

1. Bona fide agricultural uses are permitted outdoor storage of equipment, supplies and other items customary to an agricultural operation;
2. Outdoor storage shall be allowed in the following land use districts as an accessory use: LCC, CE, HIC, **INST-2**, BPC-2, IND and PM (non-residential use only). Outdoor storage shall be screened from off-site view in LCC, CE, **INST-2** and BPC-2.
3. All outdoor storage shall be a minimum of 50 feet from any residential use or residential land use district;
4. Additional restrictions regarding outdoor storage are found within this Code. The more restrictive provisions shall apply.

ORDINANCE NO. 26 -_____

AN ORDINANCE OF POLK COUNTY, FLORIDA ADOPTING LDCD-2025-4, AN AMENDMENT TO THE POLK COUNTY LAND DEVELOPMENT CODE SUB-DISTRICT MAP (ORDINANCE 01-69), AS AMENDED, MODIFYING THE DESIGNATION ON 9.91± ACRES FROM INSTITUTIONAL-1X (INST-1X) TO INSTITUTIONAL-2X (INST-2X). THE SUBJECT PROPERTY IS LOCATED EAST OF HOLLY HILL ROAD AND SUGARWOOD STREET, WEST OF DEL WEBB BOULEVARD AND CASTELLON COURT, NORTH OF FOREST LAKE DRIVE AND NAVARRA LANE, NORTH OF THE HAINES CITY, NORTH OF THE TOWN OF DAVENPORT IN SECTION 32, TOWNSHIP 26, RANGE 27; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners (the "Board") adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code (the "LDC"); and

WHEREAS, the Board of County Commissioners adopted an LDC Sub-district Map on September 26, 2001; and

WHEREAS, Chapter 9, Section 903 of the LDC provides the approval process for amending the LDC Sub-district Map as a Level 4 Review; and

WHEREAS, LDCD-2025-4 is an County-initiated application (the "Application") to amend the LDC Sub-district map for approximately 9.91 acres east of Holly Hill Road and Sugarwood Street, west of Del Webb Boulevard and Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the town of Davenport in Section 32, Township 26, Range 27 from Institutional-1X (INST-1X) to Institutional-2X (INST-2); and

WHEREAS, pursuant to Section 163.3174 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Sub-district Map Amendment on April 1, 2026; and

WHEREAS, pursuant to Section 125.66 of the Florida Statutes, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Land Development Code Sub-district Map Amendment May 5, 2026; and

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: FINDINGS The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the staff report and makes the following findings based upon the staff report, testimony, and exhibits presented during the hearing:

a) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on April 1, 2026, to consider the LDC Sub-district map amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Sub-district Map Amendment contained within the Application.

b) Pursuant to section 907D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:

   a. Whether the proposed development is consistent with all relevant requirements of the Code;
   b. Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;
   c. Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and
   d. Any other matter which the BoCC may deem appropriate and relevant to the specific development proposal.

c) The Application is consistent with all relevant requirements of the Comprehensive Plan.

d) The Application is consistent with all relevant requirements of the LDC, including without limitation, section 907.

e) The Application is compatible with surrounding uses and the general character of the area.

SECTION 2: AREA AMENDED.

Polk County Ordinance No. 01-69 as amended (the "Polk County Land Development Code Sub-district Map"), of Polk County Ordinance No. 00-09, as amended (the "Polk County Land Development Code") is hereby amended to reflect a change in the Sub-district of Parcels, legally described below and graphically depicted in Attachment "A" of this ordinance, Institutional-1X (INST-1) to Institutional-2X (INST-2X) as:

Parcel 272632-709500-020231

Tracts 23 and 24, in the Southeast ¼ of Section 32, Township 26 South, Range 27 East, Polk County, Florida, as shown on the map of FLORIDA DEVELOPMENT CO. TRACT, recorded in Plat Book 3, at Page 6- through

63, Public Records of Polk County, Florida together with that certain 15-foot right-of-way lying east of said Tract 24 vacated by Amended Resolution No. 09-001 recorded in O.R. Book 7794 at Pages 959 through 960, Public Records of Polk County.

SECTION 3: SEVERABILITY.

If any portion of this Ordinance is for any reason held unconstitutional or otherwise invalid by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall become effective upon filing of a certified copy of the Ordinance with the Department of State.

SECTION 5: FILING WITH THE DEPARTMENT OF STATE:

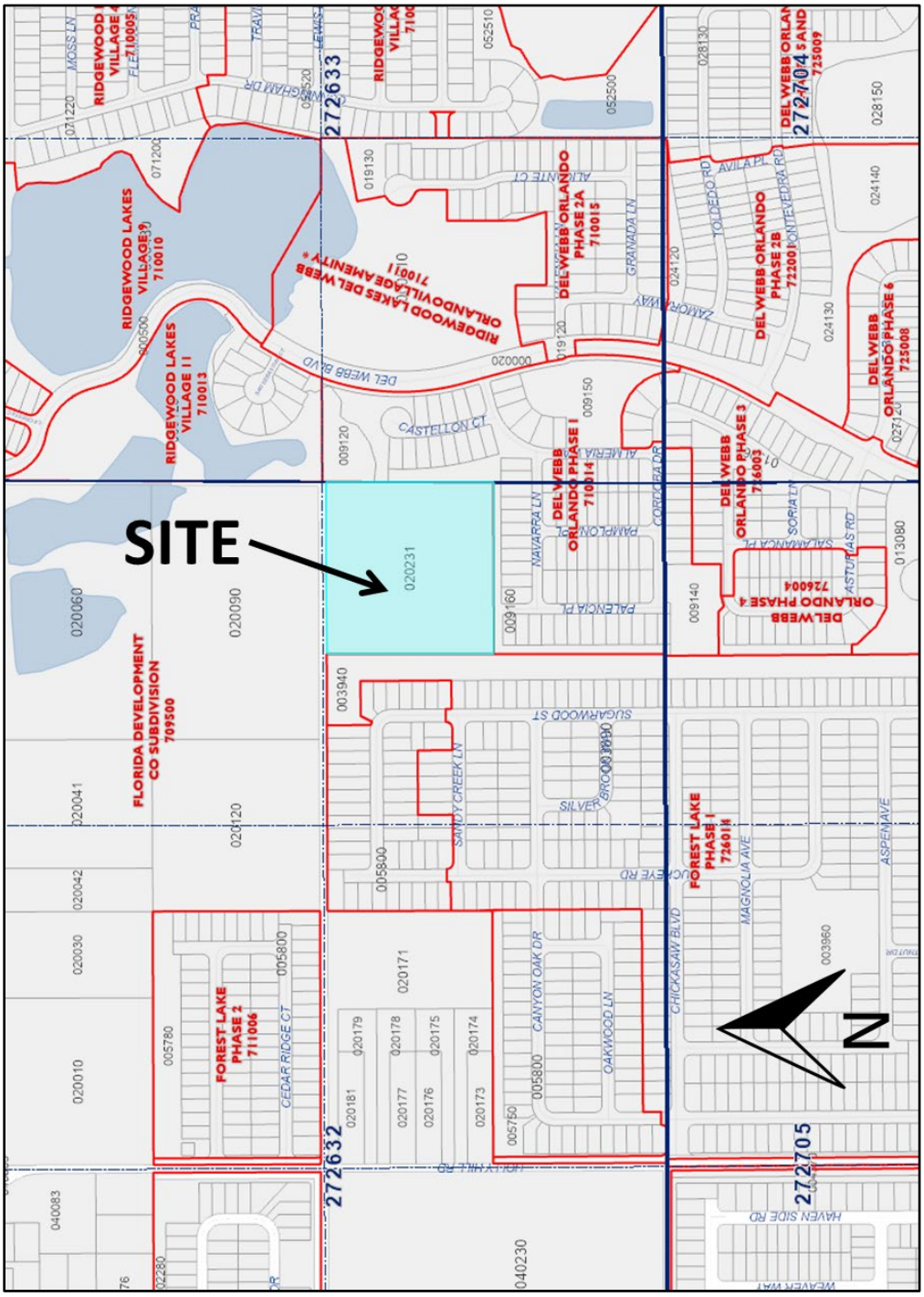
The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 5th day of May 2026.

LDCD-2025-4

Location: east of Holly Hill Road and Sugarwood Street, west of Del Webb Boulevard and Castellon Court, north of Forest Lake Drive and Navarra Lane, north of the Haines City, north of the Town of Davenport

Section-32 Township-26 Range-27

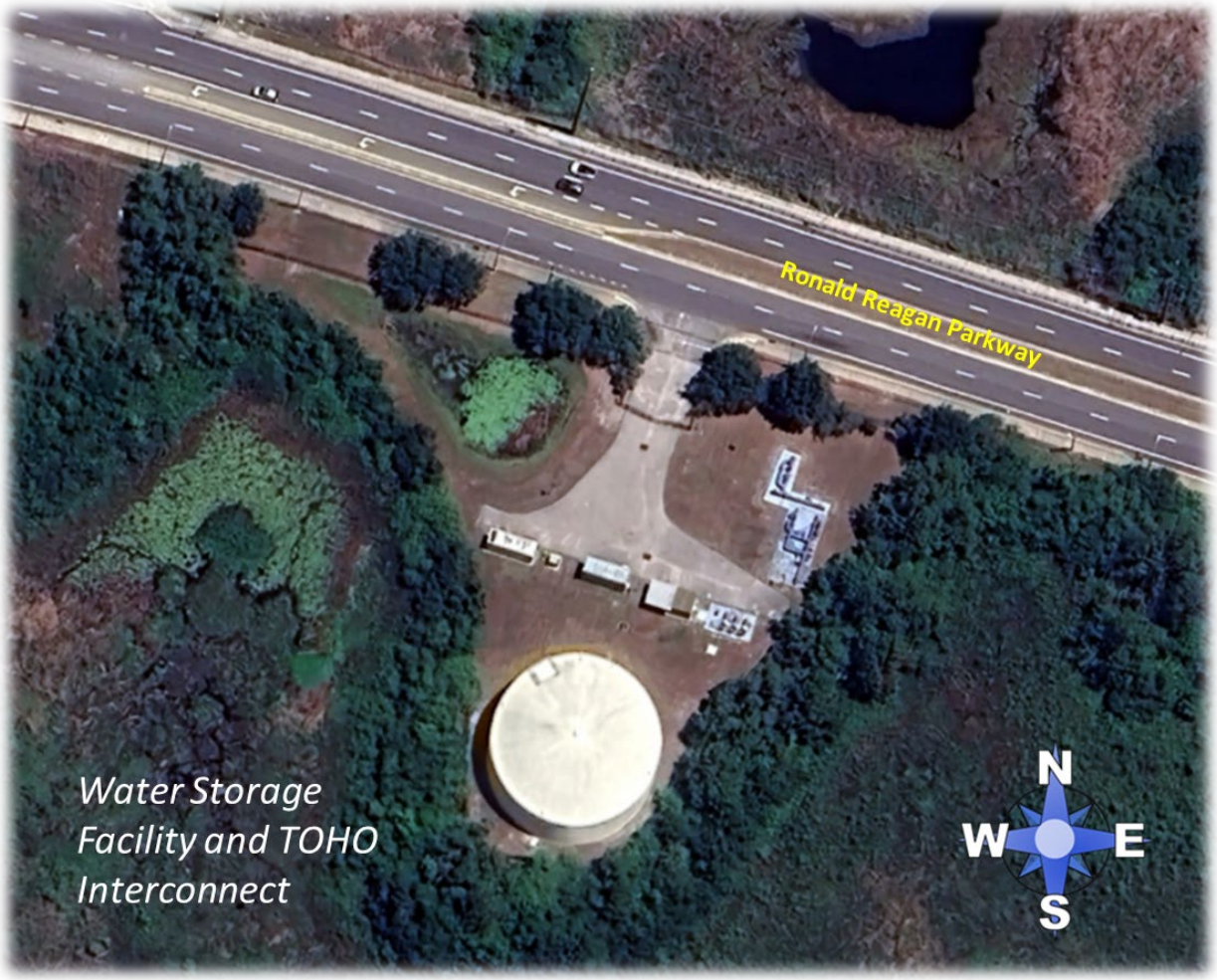


PARCEL DETAIL

Note: Not to Scale

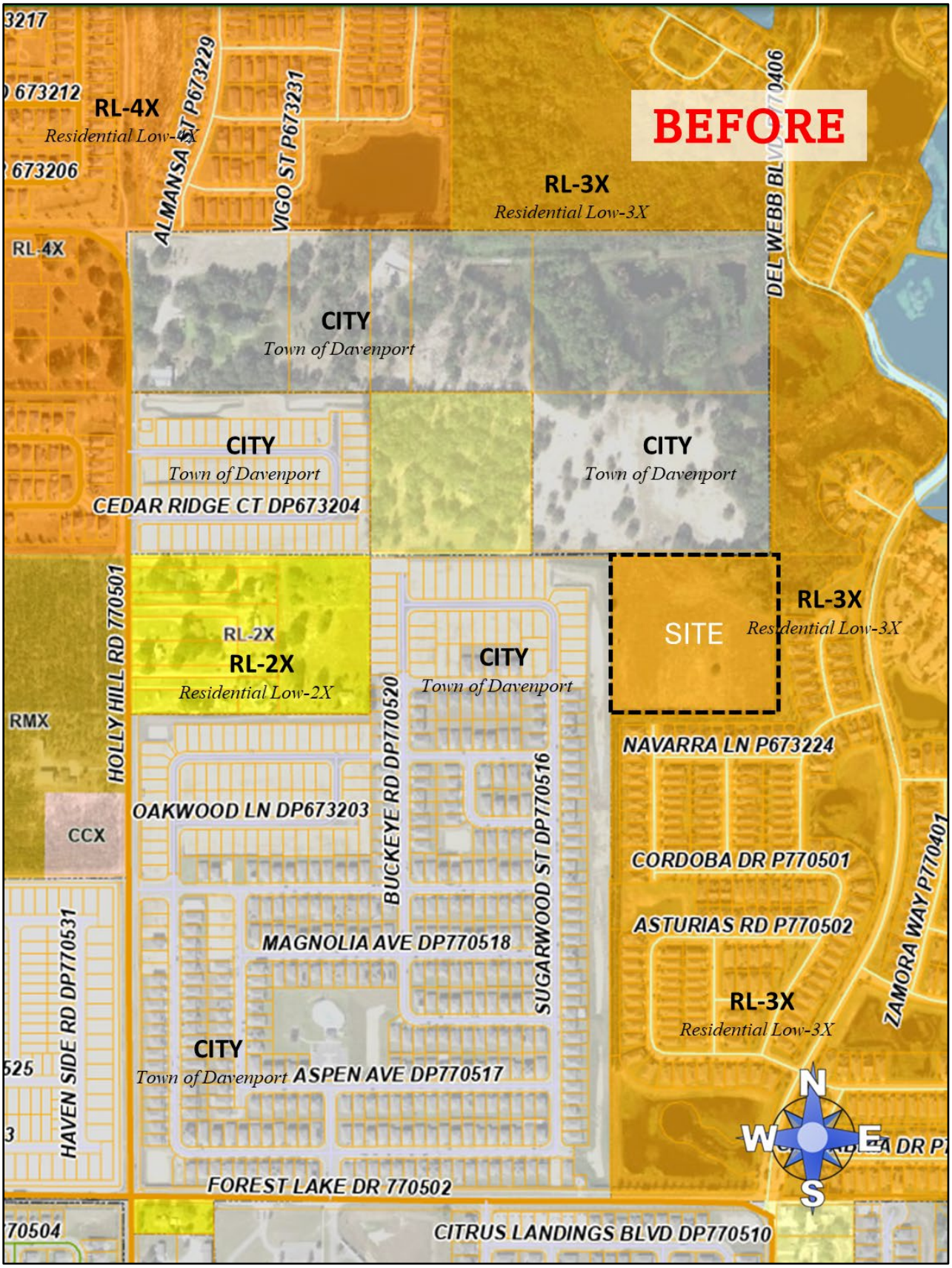
PRWC Receiving Site CPA
Project Narrative

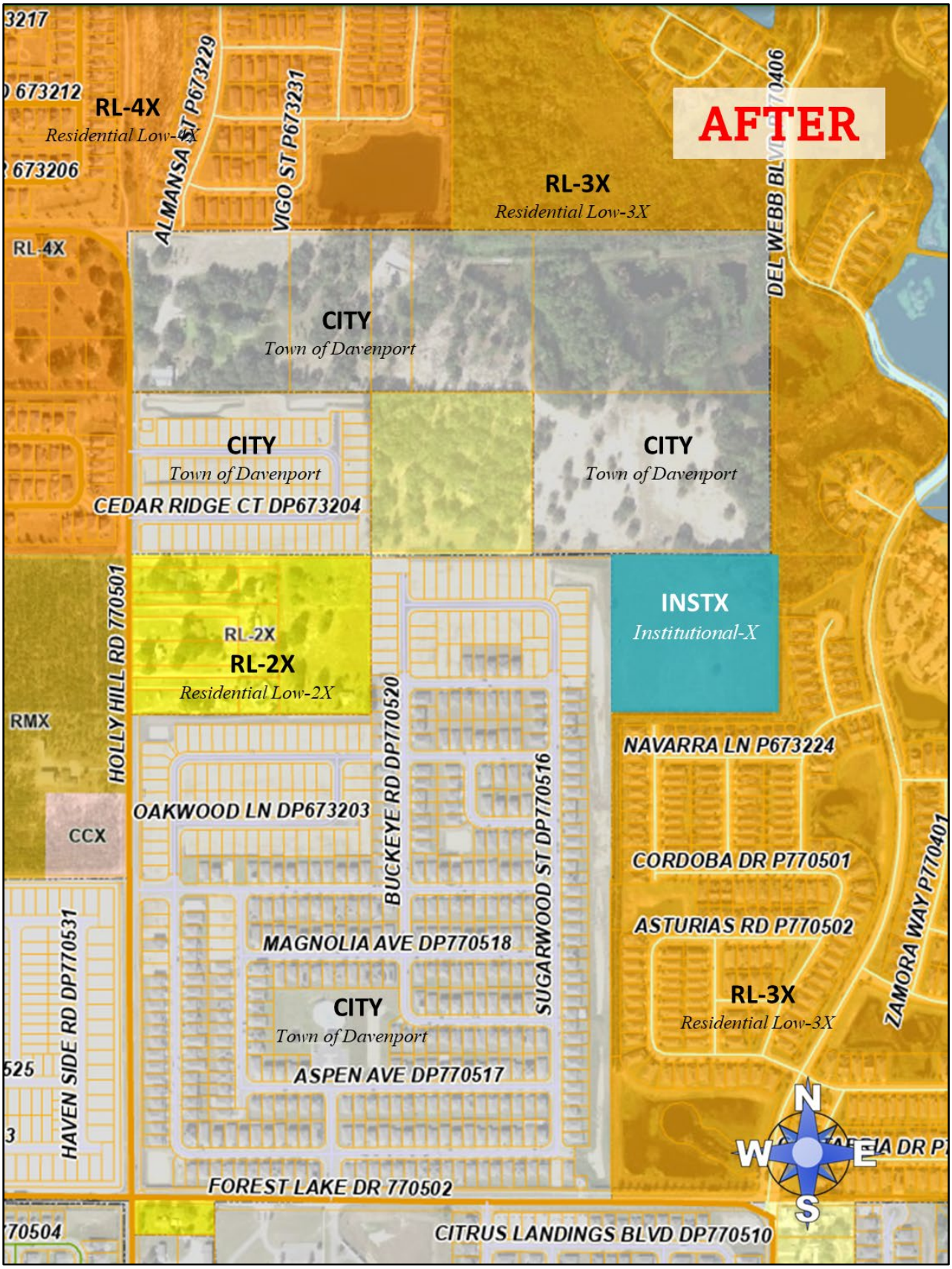
On October 1, 2024, Polk County purchased parcel #272632-709500-020231 from Walton Acquisitions, LLC for the purpose of a potable water interconnect facility to blend water acquired from the Polk Regional Water Cooperative (PRWC) facility east of Lake Wales with the water in the Northeast Utility Service Area potable water system. This facility will have multiple water pumps and ground storage tanks. It will most resemble a similar facility on Ronal Reagan Parkway near Champions Gate. However, this **9.91-acre site** will have some excess property. With the excess property, Polk County may locate other government services facilities in the future.



Staff choses to seek a change from **RL to the INST** district because of the following reasons:

- The property is predicted to remain under County ownership beyond the 30-year planning horizon.
- Water interconnect and storage facility should be recognized on the Future Land Use Map for planning purposes.
- The site design has not been finalized. It is too soon in the planning process to commit to a binding site plan.


BEFORE
RL-4X
Residential Low-4X
RL-3X
Residential Low-3X
CITY
Town of Davenport
SITE
RL-2X
Residential Low-2X
RMX
CCX
ALMANSA ST P673229
VIGO ST P673231
DEL WEBB BLVD
CEDAR RIDGE CT DP673204
HOLLY HILL RD 770501
BUCKEYE RD DP770520
SUGARWOOD ST DP770516
NAVARRA LN P673224
OAKWOOD LN DP673203
CORDOBA DR P770501
ASTURIAS RD P770502
ZAMORA WAY P770401
MAGNOLIA AVE DP770518
HAVEN SIDE RD DP770531
ASPEN AVE DP770517
FOREST LAKE DR 770502
CITRUS LANDINGS BLVD DP770510
N
W
E
S


AFTER
RL-4X
Residential Low-4X
RL-3X
Residential Low-3X
CITY
Town of Davenport
CITY
Town of Davenport
CITY
Town of Davenport
INSTX
Institutional-X
RL-2X
RL-2X
Residential Low-2X
RMX
CCX
RL-3X
Residential Low-3X
CITY
Town of Davenport
ALMANSA ST P673229
VIGO ST P673231
DEL WEBB BLVD P770406
CEDAR RIDGE CT DP673204
HOLLY HILL RD 770501
BUCKEYE RD DP770520
SUGARWOOD ST DP770516
NAVARRA LN P673224
OAKWOOD LN DP673203
CORDOBA DR P770501
ASTURIAS RD P770502
ZAMORA WAY P770401
MAGNOLIA AVE DP770518
ASPEN AVE DP770517
HAVEN SIDE RD DP770531
FOREST LAKE DR 770502
CITRUS LANDINGS BLVD DP770510
673212
673206
3217
525
70504
N
W
E
S

PRWC Receiving Facility IAS

Land and Neighborhood Characteristics

1. How and why is the location suitable for the proposed uses?

The site is strategically located where Polk County's Northeast Utility service area, Haines City service area and town of Davenport's service areas come together. It is a site that is ideal for utility infrastructure because it is an isolated tract set far from a major roadway and adjacent to a future city park.

2. What are, if any, the incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses?

The site abuts existing residential development on three sides. Not likely to be incompatible with neighboring residential development. There will be the 50' compatibility setbacks and the stormwater and landscaping buffers of the residential developments lie in between.

3. How will the request influence future development of the area?

It will help support more of it. Without the PRWC water supply, the County and cities will have to cease development approvals when they run out of water capacity.

Access to Roads and Highways

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed methodology and calculations.

Table 5

Subject Property	**Estimated Impact Analysis**		
9.91 ± acres	**Demand as Currently Permitted**	**Maximum Permitted in the PD**	**Proposed Plan**
Permitted Density	RL-3 3 du/ac SF = 29 units	INST-1 400 Student Elementary School	Water Interconnect and Ground Storage Reservoirs
Average Annual Daily Trips (AADT)	228	908	6
PM Peak Hour Trips	29	57	3

Source: Polk County Concurrency Manual

2. What modifications to the present transportation system will be required as a result of the proposed development?

None.

3. What is the total number of parking spaces required pursuant to Section 708 of the Land Development Code?

3

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

There is no public road frontage. Staff is negotiating with Town of Davenport for an entrance through the new city park.

Sewage

1. What is the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development?

Table 4

Subject Property	**Estimated Impact Analysis**		
9.91 ± acres	**Demand as Currently Permitted**	**Maximum Permitted in the PD**	**Proposed Plan**
Permitted Density	RL-3 3 du/ac SF = 29 units	INST-1 400 Student Elementary School	Water Interconnect and Ground Storage Reservoirs
Potable Water Consumption (GPD)	10,440	6,000	360
Wastewater Generation (GPD)	7,830	4,800	270

Source: Polk County Concurrency Manual

2. If on-site treatment is proposed, what are the proposed method, level of treatment, and the method of effluent disposal for the proposed sewage?

Septic Tank or share facilities with Davenport's park.

3. If offsite treatment, who is the service provider?

n/a

4. Where is the nearest sewer line (in feet) to the proposed development?

Manhole abutting the south side. 8" gravity line.

5. What is the provider's general capacity at the time of application?

1.23 MGD

6. What is the anticipated date of connection?

When an office is constructed onsite. Early phases may be unmanned.

7. What improvements to the providers system are necessary to support the proposed request

Very few if connection can be made to the gravity line.

Water Supply

1. What is the proposed source of water supply and/or who is the service provider? **This request is for a water supply improvement.**

2. What is the estimated volume of consumption in gallons per day (GPD)? **360 GPD**

3. Where is the nearest potable water connection and re-claimed water connection, including

the distance and size of the line?

Abutting the site:



4. Who is the service provider?

Polk County

5. What is the anticipated date of connection?

When it gets built.

6. What is the provider's general capacity at the time of application?

2.286 MGD

7. Is there an existing well on the property(ies)?

No.

Surface Water Management and Drainage

1. Discuss the surface water features, including drainage patterns, basin characteristics, and flood hazards, (describe the drainage of the site and any flooding issues);

Site drains to the northeast into a wetland. 8½ acres is well drained. Only ¼ acre is wetlands and 100-year flood.

2. What alterations to the site's natural drainage features, including wetlands, would be necessary to develop the project?

Detention will be needed to filter stormwater from impervious surfaces prior to discharge into the wetlands.

Environmental Analysis

1. Discuss the environmental sensitivity of the property and adjacent property in basic terms by identifying any significant features of the site and the surrounding properties.

85% Candler Sand very few limitations. No impacts necessary to wetlands or floodplains.

2. What are the wetland and floodplain conditions?

Minor and avoidable.

3. Discuss location of potable water supplies, private wells, public well fields?

Not near them.

4. Discuss the location of Airport Buffer Zones (if any)

Over 10 miles away

5. Provide an analysis of soil types and percentage of coverage on site and what effect it will have on development.

85% Candler Sand, <10% Tavares Fine Sand, 2.4% Samsula Muck. Development will be on sand and avoid the muck.

Infrastructure Impact Information

1. Parks and Recreation – **Will be next door in the future.**

2. Educational Facilities – **Horizons Elementary, Davenport School of the Arts Middle and Ridge Community High School**

3. Health Care – **Heat of Florida Hospital**

4. Fire Protection – **Cottonwood Station**

5. Police Protection and Security – **Dunson Road NE Command Center**

6. Emergency Medical Services (EMS) – **Cottonwood Station**

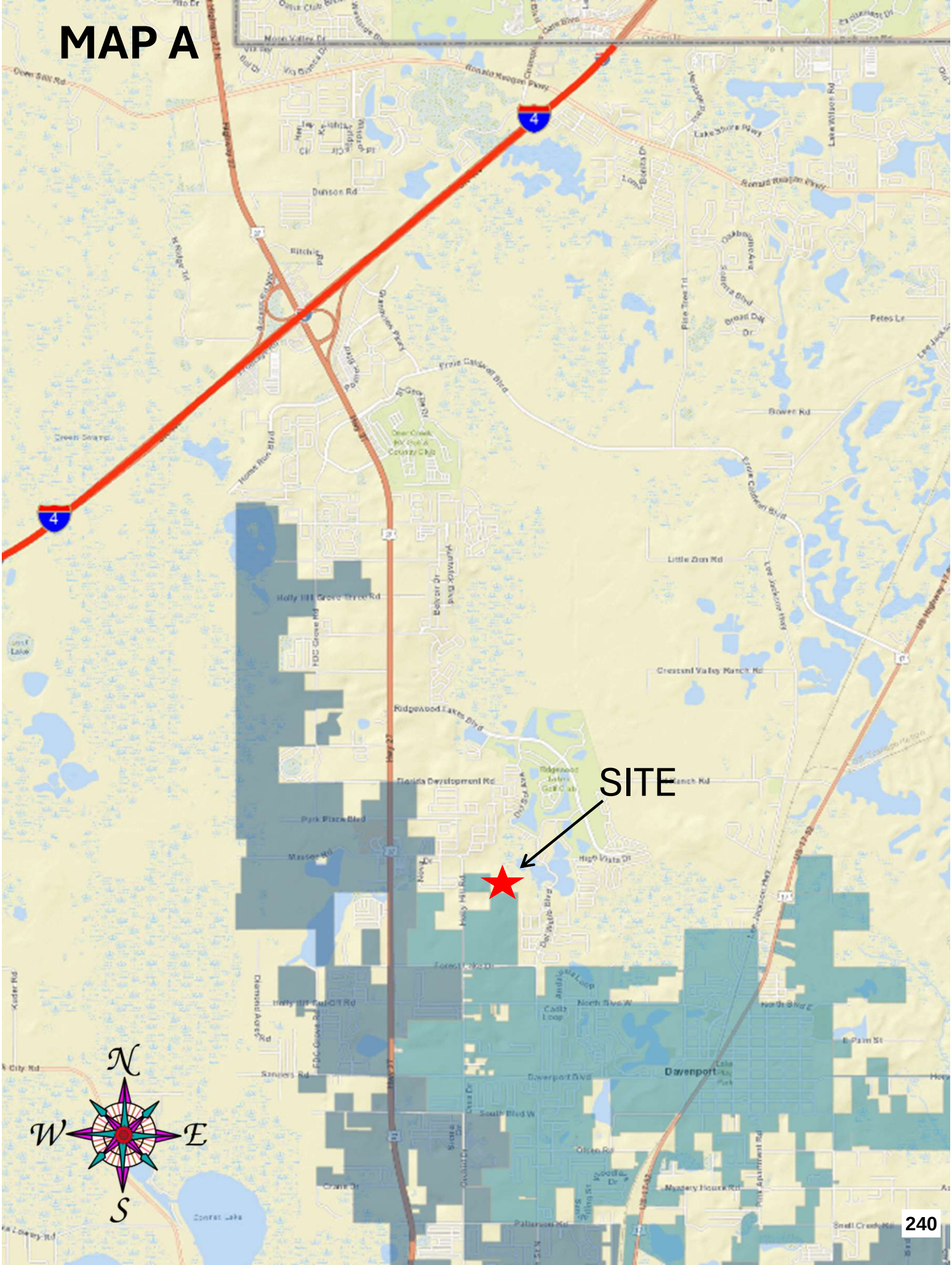
7. Solid Waste (collection and waste generation) – **County picks it up.**

8. How may this request contribute to neighborhood needs? – **Provides them more services.**

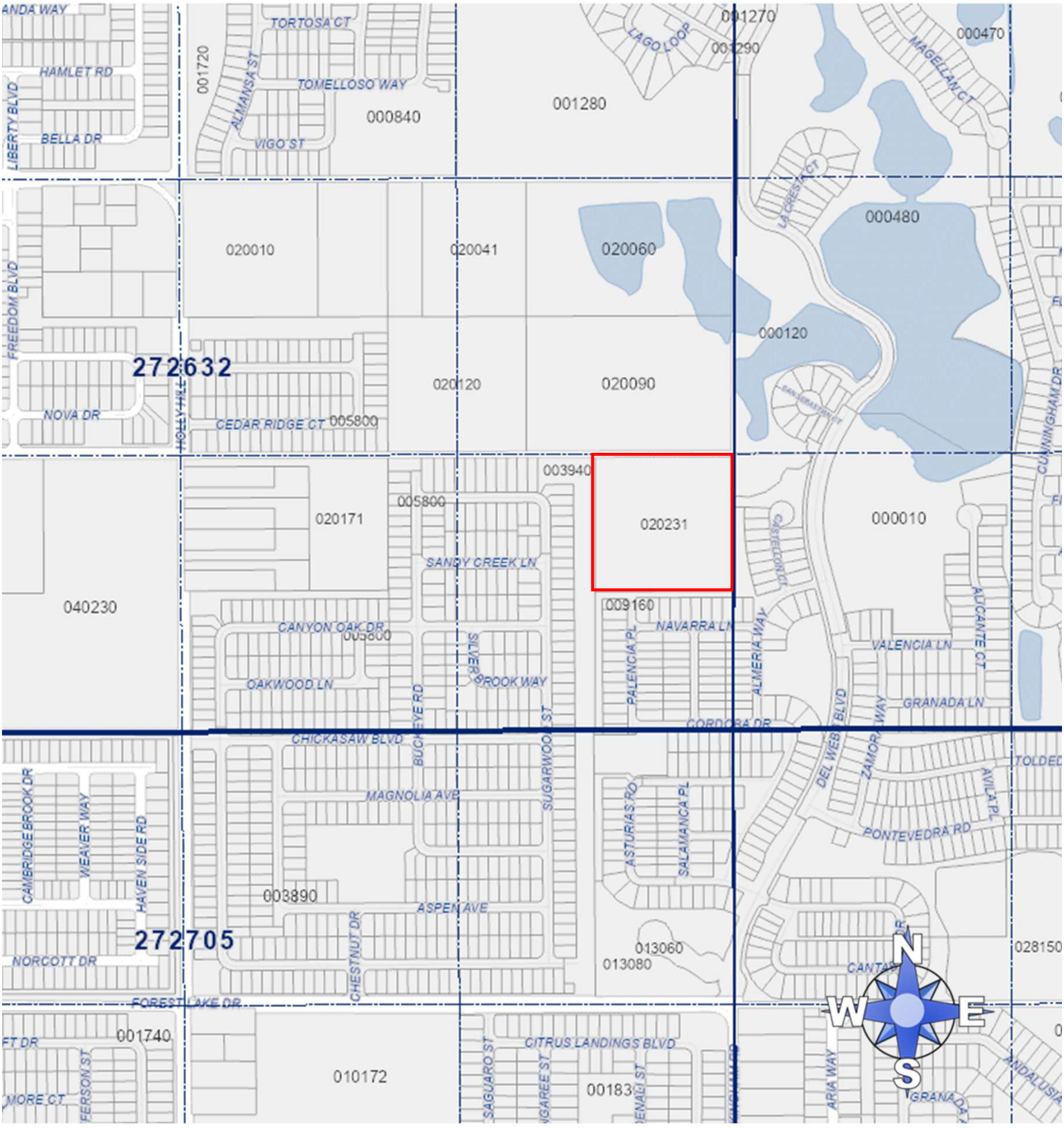
PRWC Receiving Facility

Application Maps

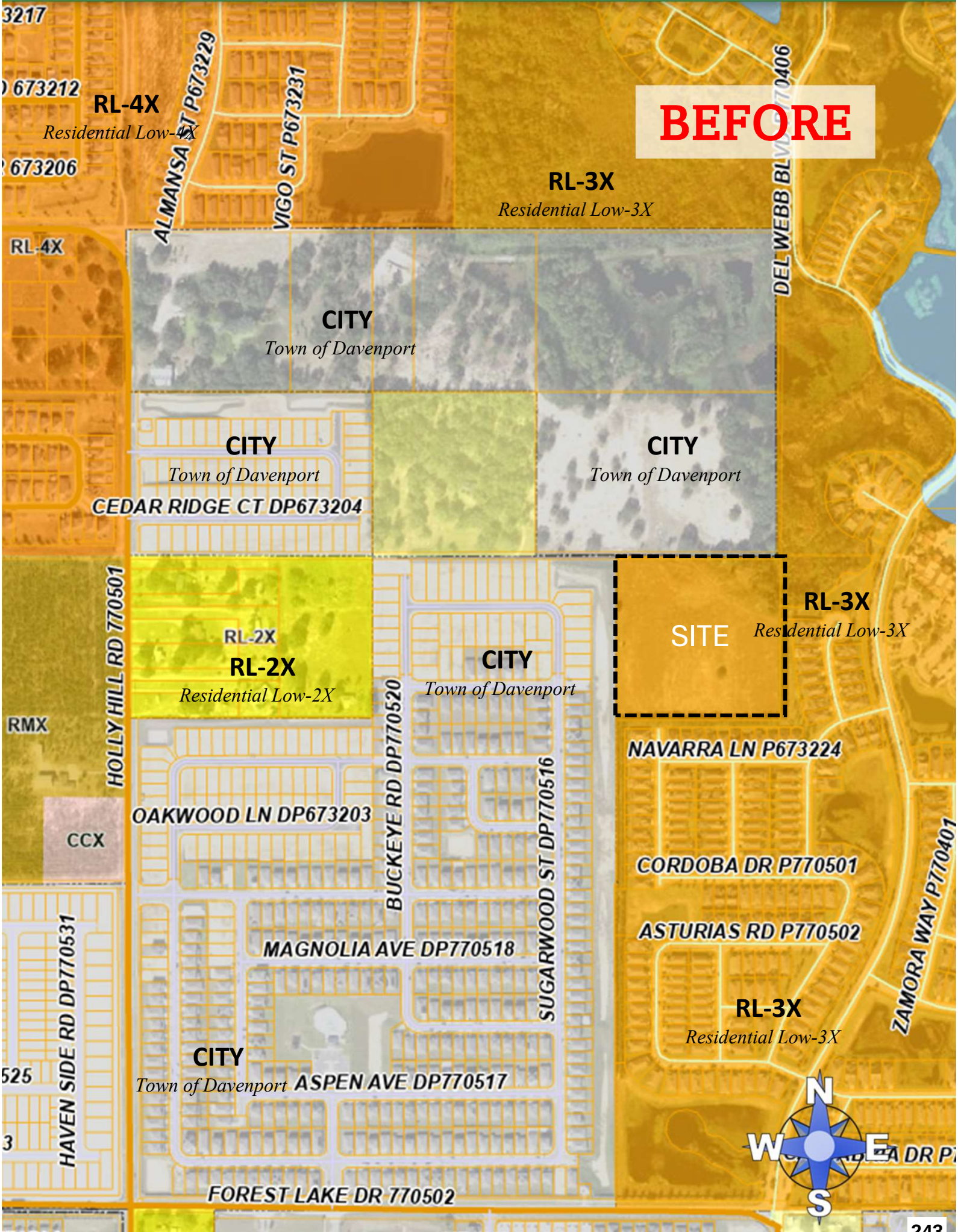
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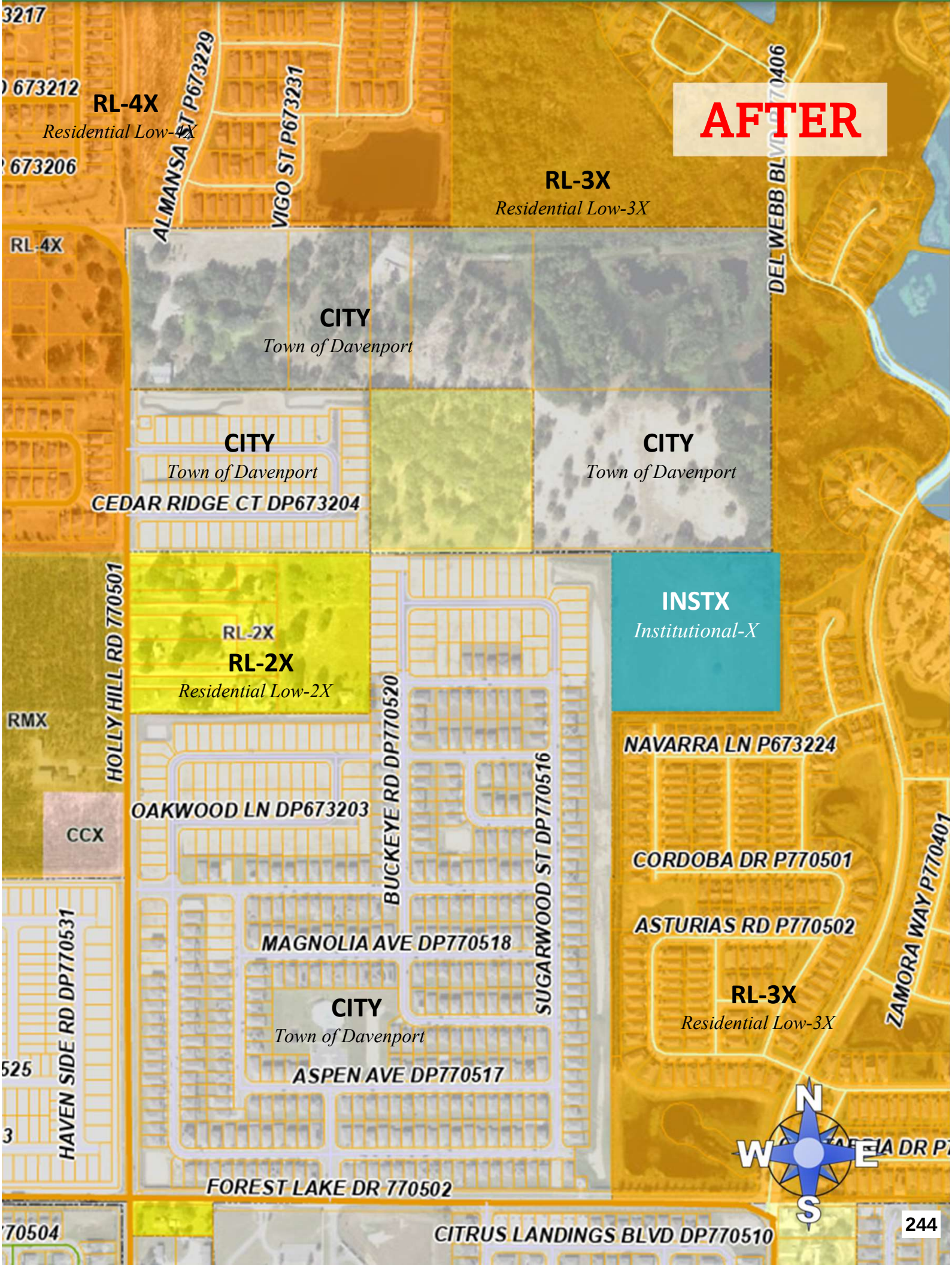

MAP A
SITE
N
W
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S
Dunson Rd
Ritchie Rd
Ronald Reagan Pkwy
Lake Shore Pkwy
Lake Wilson Rd
Posner Blvd
Ernie Caldwell Blvd
Bower Rd
Petes Ln
Little Zion Rd
Crescent Valley Ranch Rd
Ridgewood Lakes Blvd
Florida Development Rd
Park Plaza Blvd
Massee Rd
High Vista Dr
Holly Hill Rd
Holly Hill Grove Street Rd
FDC Grove Rd
Davenport
Davenport Blvd
South Blvd W
North Blvd W
North Blvd E
E Palm St
Saunders Rd
Mastery Houses Rd
Patterson Rd
Crane Dr
Home Run Blvd
Golden Eagle Blvd
Overlook Pkwy
Old Hwy 27
Hwy 27
240

MAP B


001270
003290
000470
MAGELLAN CT
LAGO LOOP
TORTOSA CT
001720
ALMANSA ST
TOMELLOSO WAY
000840
001280
VIGO ST
HAMLET RD
LIBERTY BLVD
BELLA DR
LA CRESTA CT
000480
020010
020041
020060
000120
FREEDOM BLVD
272632
020120
020090
NOVA DR
CEDAR RIDGE CT
005800
003940
020171
005800
020231
000010
SANDY CREEK LN
040230
009160
CANYON OAK DR
005800
NAVARRA LN
VALENCIA LN
ALICANTE CT
OAKWOOD LN
BROOK WAY
PALENCIA PL
ALMERIA WAY
GRANADA LN
CORDOBA DR
CHICKASAW BLVD
DEL WEBB BLVD
ZAMORA WAY
AVILA PL
PONTEVEDRA RD
MAGNOLIA AVE
SUGARWOOD ST
ASTURIAS RD
SALAMANCA PL
CAMBRIDGE BROOK DR
WEAVER WAY
HAVEN SIDE RD
003890
ASPEN AVE
272705
013060
013080
028150
NORCOTT DR
CHESTNUT DR
FOREST LAKE DR
001740
CITRUS LANDINGS BLVD
010172
00183
ARIA WAY
GRANADA
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MAP C
Holly Hill Road
SITE
Holly Hill Road
Buckeye Road
Sugarwood Street
Chickasaw Boulevard
Ridgewood Lakes Boulevard
Forest Lake Drive
Image © 2025 Airbus
N
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BEFORE
RL-4X
Residential Low-4X
RL-3X
Residential Low-3X
CITY
Town of Davenport
CITY
Town of Davenport
CITY
Town of Davenport
SITE
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Residential Low-3X
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VIGO ST P673231
DEL WEBB BL
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HOLLY HILL RD 770501
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AFTER
RL-4X
Residential Low-4X
RL-3X
Residential Low-3X
CITY
Town of Davenport
CITY
Town of Davenport
CITY
Town of Davenport
INSTX
Institutional-X
RL-2X
RL-2X
Residential Low-2X
RL-3X
Residential Low-3X
CITY
Town of Davenport
ALMANSA ST P673229
VIGO ST P673231
DEL WEBB BLVD P770406
CEDAR RIDGE CT DP673204
HOLLY HILL RD 770501
BUCKEYE RD DP770520
SUGARWOOD ST DP770516
OAKWOOD LN DP673203
NAVARRA LN P673224
CORDOBA DR P770501
ASTURIAS RD P770502
ZAMORA WAY P770401
MAGNOLIA AVE DP770518
ASPEN AVE DP770517
HAVEN SIDE RD DP770531
FOREST LAKE DR 770502
CITRUS LANDINGS BLVD DP770510
RL-4X
RMX
CCX
673212
673206
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770504
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Ronald Reagan Parkway
Water Storage Facility and TOHO Interconnect
N
W
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Agenda Item N.3. 5/5/2026

SUBJECT

Public Hearing (LDCT-2026-1 Wahneta Main Street Corridor (MSC) Overlay LDC Text Amendment) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to establish the Main Street Corridor (MSC) Overlay, plus reinstate Table 3, Wahneta Neighborhood Plan Temporary Uses Modifications. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated request for an LDC text amendment to add a Section 403.01.L. to establish the Main Street Corridor (MSC) Overlay, plus reinstate Table 3, Wahneta Neighborhood Plan Temporary Uses Modifications. State law requires one Planning Commission hearing, which was held on April 1, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the first of the two hearings.

RECOMMENDATION

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, Senior Planner

Land Development Division

(863) 534-6455

Markbennett@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	February 19, 2026	**Level of Review:**	4
PC Dates:	March 4, 2026 April 1, 2026	**Type:** **Case Numbers:**	LDC Text Amendment LDCT-2026-1
BoCC Dates:	May 5, 2026 May 19, 2026	**Case Name:**	Wahneta Main Street Overlay (MSC) LDC Text Amendment
Applicant:	Polk BoCC	**Case Planner:**	Mark J. Bennett

Request:	This is a County-initiated request for an LDC text amendment to add a Section 403.01.L. to establish the Main Street Corridor (MSC) Overlay, plus reinstate Table 3, Wahneta Neighborhood Plan Temporary Uses Modifications.
Location:	Wahneta Neighborhood Plan, Rifle Range Road
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	Neighborhood Utility Service Area (NUSA), Suburban Development Area (SDA)
Nearest Municipality:	Winter Haven
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)

Among the changes to Section 403.01, Wahneta Neighborhood Plan, are:

- Establish the Main Street Corridor (MSC) Overlay
- Reinstate Table 3, Wahneta Neighborhood Plan Temporary Uses Modifications

Summary:

This is a County-initiated request to add Section 403.01.L. to establish the Main Street Corridor (MSC) Overlay, plus reinstate Table 3, Wahneta Neighborhood Plan Temporary Uses Modifications.

On November 5, 2024, the Board of County Commissioners approved a Comprehensive Plan text Amendment (LDCPAL-2024-2) to establish the Wahneta Main Street Commercial (MSC) Overlay District. This amendment, which was initiated by the County and the request of area property owners, added new policies, plus mapped the Overlay on the Future Land Use Map. The purpose and intent of these changes is to promote the redevelopment of properties along Rifle Range Road and provide a focal point for non-residential activities in Wahneta by allowing for a "main street" of non-residential development, thereby implementing the Basic Principles identified in the Wahneta Neighborhood Plan.

As part of the Comprehensive Plan policy that established the Overlay, there is a requirement that land development regulations be created to implement this policy. This proposed amendment to the Land Development Code contains the proposed regulations. These regulations address items such as allowed uses, right-of-way setbacks, Compatibility Zones, signage, and parking. These proposed regulations were developed with input from the Wahneta community, based on a public workshop that was held on April 10, 2025.

Findings of Fact

- *LDCT-2026-1 is a County-initiated request for a Land Development Code (LDC) text amendment to add a Section 403.01.L. to establish the Main Street Corridor (MSC) Overlay, plus reinstate Table 3, Wahneta Neighborhood Plan Temporary Uses Modifications.*

- *On November 5, 2024, The Board of County Commissioners approved a Comprehensive Plan Amendment (LDCPAL-2024-2) to establish the Wahneta Main Street Commercial (MSC) Overlay District.*

- *LDCPAL-2024-2 consisted of adding new policies to Section 2.124-A of the Wahneta Neighborhood Plan and mapping the Overlay on the Future Land Use Map.*

- *Included with the proposed text amendment are regulations that address allowed uses, conditional use standards, review/approval requirements, right-of-way requirements, compatibility zones, signage, and parking.*

- *The proposed regulations were developed with input from the Wahneta Community, based on a public workshop that was held on April 10, 2025.*

- *Table 3, Wahneta Neighborhood Plan Temporary Uses Modifications, was inadvertently removed from the Land Development Code.*

- *Table 3 regulates the location of Temporary Uses such as Food and Retail Stands, Produce Stands, Meeting Places, and Special Events.*

Development Review Committee Recommendation:

The Land Development Division, based on the Findings of Fact, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **APPROVAL** of LDCT-2026-1.

Planning Commission Recommendation:

On March 4, 2026, The Planning Commission continued the case until April 1, 2026. The reason for the request was to allow staff to conduct additional research regarding distances and building structure, plus additional criteria for granting a variance from the 50-foot Compatibility Zone requirement in Section 220 of the Land Development Code.

On April 1, 2026, The Planning Commission recommended approval of this request (7:0 Approval).

Analysis:

On November 5, 2024, The Board of County Commissioners approved a Comprehensive Plan text Amendment to establish the Wahneta Main Street Commercial (MSC) Overlay District. This amendment, which was initiated by the County and the request of area property owners, added new policies, plus mapped the Overlay on the Future Land Use Map. The purpose and intent of these changes is to promote the redevelopment of properties along Rifle Range Road and provide a focal

point for non-residential activities in Wahneta by allowing for a "main street" of non-residential development, thereby implementing the Basic Principles identified in the Wahneta Neighborhood Plan.

As part of the new policy that established the Overlay, there is a requirement that land development regulations be created to implement this provision. This proposed amendment to the Land Development Code contains the proposed regulations.

After adoption of the text amendment, the next step in the process was to obtain community input on the proposed regulations. On April 10, 2025, a community meeting was held at the Guadalupe Mission Catholic Church on Bomber Road in Wahneta that was conducted by the Central Florida Regional Planning Council (CFRPC) and Land Development Division staff.

Listed below is the summary of the meeting, included as part of the Summary document prepared by the CFRPC staff and included with this report:

"The April 10, 2025, Wahneta community meeting provided a valuable platform for residents, business owners, and stakeholders to share ideas and concerns about the future of the area. Overall, community members are eager to see new businesses and revitalization efforts that enhance the character and economic vitality of Wahneta. There is a desire for adaptable development regulations (such as setbacks, compatibility zones, and parking) to better accommodate site-specific needs and encourage reinvestment. The community showed a clear preference for simplified regulations to encourage investment and revitalization within the Wahneta Main Street Commercial (MSC) Overlay.

A major theme raised was the condition of Rifle Range Road, which many felt is currently inadequate for the volume of traffic and unsafe for pedestrians and cyclists. As the area grows, residents want to see infrastructure improvements but expressed concern about the potential impact on nearby businesses if road widening is pursued.

The meeting reflected a community that is eager for positive change but also mindful of the need for balanced, context-sensitive planning that protects local character and ensures accessibility for all."

Based on this input, the proposed ordinance was created, and includes the following provisions:

1. Allowed Uses – the Overlay contains a list of allowed uses. These allowed uses are in addition to the list of permitted and conditional uses already listed in Table 4: Wahneta Neighborhood Plan - Use Table (Allowable Uses and Districts) for the underlying Future Land Use Districts.

2. Conditional Use Standards – This section outlines the following:
   - Level of Review (C1 or C2)
   - Additional Requirements
   - Exemption of certain use-specific development requirements contained in either Section 303 Conditional Use Standards and/or other provisions of the Wahneta Neighborhood Plan.

3. Review/Approval Process – Outlines the process for uses listed in the Section L1. that are not already listed in Table 4 within the NACX and LCCX Land Use Districts.

4. Right-of-Way Setbacks – This section allows for reductions in the right-of-way setback to promote flexibility in site design and promote a more urban, walkable community.

5. Compatibility Zone – A reduction in the required Compatibility Zone is provided for (up to 25 feet), subject to approval as a variance by the Land Use Hearing Officer.

6. Signage - Within the Overlay, Pole-mounted Free-standing Signs would be prohibited, with only Ground-mounted Free-standing and Monument Signage allowed.

7. Parking - No food truck parking shall be allowed in parking lots that receive the 60% reduction per Section 403.01. F.9. unless additional spaces are included for the food truck and related parking.

At the March 4, 2026, Planning Commission meeting, there was discussion about insurance industry requirements for distances between structures. There was also discussion about the need for specific standards for considering variance requests from Section 220 (Compatibility Standards) of the Land Development Code. In response, the proposed ordinance has been revised to provide criteria for use by the Land Use Hearing Officer to consider in determining whether to grant a variance (see below).

5. Compatibility Zone:

b. A reduction of the Compatibility Zone from the required from 50 feet to a maximum of 25 feet may be allowed, subject to approval as a variance by the Land Use Hearing Officer. In order to authorize this variance, the Land Use Hearing Officer shall consider the following factors in addition to those in Section 931:

1) Whether the dimensions of the subject parcel(s) prevent the reasonable use of the land;

2) Whether the location of the buildings on the proposed site plan would adversely impact existing buildings to the north and south of the site;

3) Whether granting the variance would adversely impact adjoining residentially designated and used properties; and

4) Whether the intensity of the requested use would adversely impact adjoining properties.

Benefit-Cost Analysis of the Amendment

Who does it help?
This amendment directly benefits landowners of residential and institutional properties that are in the Main Street Corridor Overlay. By allowing certain types of neighborhood commercial and office uses, there will be increased opportunities available for property to be developed or redeveloped, thereby promoting development activity and potentially new businesses in Wahneta. The proposed regulations are also intended to provide a greater flexibility in site design than typically permitted in other areas of the County.

Who does it hurt?
There is the potential for existing residents living next to the Overlay to deal with impacts caused by new activity along the Corridor. However, because the new regulations still require that the compatibility provisions in Section 220 of the Land Development Code must still be met, the potential for any adverse impacts should be minimized.

What is the cost?
Any new development/redevelopment within the Overlay will be restricted to only ground-mounted free-standing and monument signage. This requirement may result in additional cost. Also, any site that has already obtained the 60% parking space allowed in Wahneta but subsequently wants to contain a food truck must then provide additional parking to account for the food truck use.

Limits of the Proposed Ordinance

The proposed ordinance is limited to amending the County's Land Development Code to implement the requirements found in Section 2.134-A, Wahneta Neighborhood Plan, by:

Policy 2.134-A4 Main Street Commercial Overlay, by:

- Adding Policy 2.134-A4, Main Street Commercial Overlay.
- Reinstating Table 3, Wahneta Neighborhood Plan Temporary Uses Modifications.

Consistency with the Comprehensive Plan

POLICY 2.134-A4: MAIN STREET COMMERCIAL OVERLAY

A. Purpose And Intent - The purpose of the Wahneta Main Street Commercial (MSC) Overlay is to promote the redevelopment of properties along Rifle Range Road and provide a focal point for non-residential activities in Wahneta for a Mainstreet of non-residential development. The intent of the Overlay is to specifically allow for the implementation of the following Vision Basic Principles as identified in the Wahneta Neighborhood Plan and as revised below:

- *Allow for a changing development environment based on pending impacts of the Thompson Nursery Road expansion.*

- *Work with the residents of Wahneta to develop an updated community strategy to encourage beautification and further define a sense of place based on the expected impacts of the Thompson Nursery Road expansion.*

- *Allow greater flexibility for the development of small businesses and community service providers to meet the changing needs of the community through a conditional use process in residential land use designations.*

- *Encourage the development of diverse employment opportunities to attract businesses that will enable the community to become self-sufficient and enhance the quality of life of the residents that is unique to Wahneta.*

- *Develop multi-modal transportation design and development standards for pedestrians, bicycles, trails, bus service, and vehicles. These standards will enable the community to encourage a more pedestrian-oriented community, particularly along the Rifle Range Road and Bomber Road corridor, while allowing for economic development that will enhance and compliment the community's workforce and residents' diverse heritages.*

B. Designation and Mapping – The Main Street Commercial (MSC) Overlay shall only be allowed in the Wahneta Neighborhood Plan. The MSC Overlay includes the non-residential future land use

designations along Rifle Range Road and selected residential areas to allow for a transition to non-residential uses, such as neighborhood commercial, office, and neighborhood-oriented institutional. Any Future Land Use designation mapping changes in the Overlay shall require a Comprehensive Plan Amendment.

C. Overlay Locational Criteria:

1. Frontage and Depth Requirements - Properties in the MSC Overlay must be of the same depth as the adjoining non-residential future land use designations. The intent of this provision is to ensure that non-residential uses are not extended into residentially designated areas further away from Rifle Range Road.

2. Expansion Criteria – Any extension of the MSC Overlay along Rifle Range Road shall be prohibited until such time as a holistic review of the Wahneta Neighborhood Plan is completed. Infilling of the MSC Overlay shall be limited to a depth which corresponds to the typical depth of existing development within the general area of the infill development.

D. Allowed Conditional Use – The following uses may be allowed in the Residential and Institutional Future Land Use designations in the MSC Overlay per the review requirements and development standards of the Land Development Code:

1. Residential - Multi-family

2. Non-Residential - Non-residential uses may include, but are not limited to, grocery stores, personal service shops, restaurants, specialized and general retail, medical and professional offices, cultural facilities, community centers, churches, schools, community-oriented policing substations, and day care centers.

E. Development Criteria – Development or redevelopment within the MSC Overlay shall conform to the review requirements and development standards of the Land Development Code and be subject to the following density and intensity standards
:
1. The maximum floor area ratio shall not exceed 0.35 for non-residential development.

2. Residential development shall not exceed 10.00 dwelling units per acre.

F. Current Future Land Use Designations – The MSC Overlay does not divest any current Future Land Use designation the rights provided it in the Comprehensive Plan and the Land Development Code or the Wahneta Neighborhood Plan. This provision is included to preserve the ability for property owners to utilize their previously allowed uses to preserve their property rights.

G. Land Development Code - Polk County shall implement the provisions of this policy by creating flexible development regulations to incentivize development and redevelopment in the MSC.

The ordinance implements Section 2.134-A - Wahneta Neighborhood Plan Policy 2.134-A4: Main Street Commercial Overlay, specifically Policy 2.134-A4.G: Main Street Commercial Overlay – Land Development Code, by creating flexible development regulations to incentive development and redevelopment in the Corridor.

Comments from Other Agencies: Wahneta Commercial Overlay Meeting Summary, prepared by the Central Florida Regional Planning Council.

Draft Ordinance: Under separate attachment

Exhibit 1 – Section 220, Compatibility Standards
Exhibit 2 – Compatibility Standards Diagrams

Section 220 Compatibility Standards (Revised 05/15/18; Ord. 18-031; 5/15/02 - Ord. 02-22; 2/11/02 - Ord. 02-04)

The provisions of this Section shall apply to all non-residential development within 50 feet of an existing residence or property designated as Agricultural/Residential Rural (A/RR), Residential Suburban (RS), Residential-Low (RL-1, RL-2, RL-3, RL-4), Residential-Medium (RM), Residential High (RH) or Rural Cluster Center-Residential (RCC-R) by the Future Land Use Map Series. Only the portion of the development within the 50-foot compatibility area shall be subject to the requirements of this Section.

A. **Signage**

Signage shall be attached to the building or shall be limited to signs of 24 square feet in area and ten feet in height. Internal illuminated signs shall be prohibited.

B. **Lighting**

Exterior lighting shall be designed to minimize light trespass from non-residential structures and parking facilities onto adjacent residential properties and into rights-of-way except at the vehicular entrances into developments. Electrical reflectors, spotlights, floodlights, and other sources of illumination may be used to illuminate buildings, landscaping, signs, parking and loading areas, on any property provided they are equipped with proper lenses or other devices concentrating the illumination upon the building, landscaping, signs, parking and loading areas, on any property, and preventing any bright, direct illumination upon adjacent property or any public right-of-way. Lighting fixtures shall be recessed or designed with shields which prevent direct view of the light sources from adjacent property boundaries.

A lighting plan shall be required for all non-residential development proposing light fixtures within 50 feet of existing residential properties or residential districts. The plan shall clearly demonstrate that there will be no increase in ambient lighting into existing residential properties and residential districts.

The lighting plan shall include the following elements:

1. No light source shall be located closer than 15 feet from any property line, excluding public rights-of-way.
2. Mounting heights for exterior lights shall not exceed 30 feet in height within a parking lot and 15 feet within adjacent non-vehicular pedestrian areas.
3. Maximum maintained illumination levels measured at finished grade on an adjoining residential property of the project in question shall average no more than 0.5 foot-candles (fc) at the property line and shall not exceed 0.1 fc at 10 feet beyond the property line.
4. Potentially adverse effects of parking area lighting or of other light sources from the property on which the non-residential use is to be located shall be eliminated or prevented so that lights do not illuminate adjacent residential property or shine into any residential window per the standards of Section 220.E.

C. **Buildings**

Non-residential buildings shall not be located within the 50-foot compatibility area.

D. **Prohibited Uses/Activities**

The following are prohibited within the 50-foot compatibility area:

1. Dumpsters, except temporary construction dumpsters.
2. Outdoor sales, storage, or display.

Section 220, Compatibility Standards

3. Air conditioning units greater than five tons. If said unit has a capacity of less than five tons, the unit shall be located to reduce off-site impacts.

4. Loading facilities/structures.

5. Drive-thru facilities.

6. Grease Traps

7. Wastewater lift stations.

8. Gasoline pump islands

E. **Additional Screening and Buffering for Parking Areas**

When vehicle parking is located within 50 feet of a residential structure or platted residential lots with a lot depth of less than 200 feet, the parking area shall require a minimum setback of 15 feet and additional landscaping with specific types of plantings required to minimize noise, light and visual effects upon neighboring residential properties. The following shall be applied in addition to the standard buffer required:

1. For noise reduction: evergreen plantings shall be required with thick foliage covering from ground level to a minimum of 12 feet in height at maturity and spaced to provide overlapping branches within two years after planting.

2. For minimizing ambient light: well foliated, non-deciduous canopy trees spaced to provide overlapping branches within five (5) years after planting and a hedge row to reach 100% opacity above 4 feet within three (3) years to block vehicle lights.

3. For visual effects: decorative plantings, that seasonally flower, staggered between buildings and property line(s) at eight trees per 100 linear feet.

F. **Commercial Vehicles**

Along drive aisles and where commercial vehicles may park or travel within 50 feet of a residential property line there shall be a wall or sound reducing opaque fence of at least eight (8) feet in height or greater. Where there are grade separations in which the drive aisles, parking, loading occur that are lower than the residential properties, wall height may be adjusted.

G. **Linear Commercial Corridor and Commercial Enclave**

In addition to the other requirements of this section, these requirements shall apply to all new development and redevelopment of LCC and CE properties:

1. New development or redevelopment of non-residential uses within a Linear Commercial Corridor and Commercial Enclave shall be limited to the intensities of uses at the same or less intensity as adjacent existing uses.

H. **Large Loading/Unloading Areas and Accessory Truck Parking Areas**

For docking facilities and areas where loading and unloading of goods and materials is conducted that have four (4) or more bay door openings and any associated truck or trailer parking areas abutting residential[1] property, the following shall be required for minimizing vehicular lights and noise reduction:

1. Fencing - An 8-foot opaque fence, limited to solid PVC fences, solid wooden fences, or solid masonry walls shall be required setback 30 feet from any residential[1] property line.

2. Additional Buffering - The required buffer plantings in Section 720 of this code shall be required on the outside side of the fence (as required in section H.1 above) between the fence and the

Section 220, Compatibility Standards

property line. The plantings shall include evergreen plantings with thick foliage covering from ground level to a minimum of 12 feet in height at maturity and spaced to provide overlapping branches within two years after planting. Existing native mature vegetation shall be incorporated into the landscape Buffer where possible.

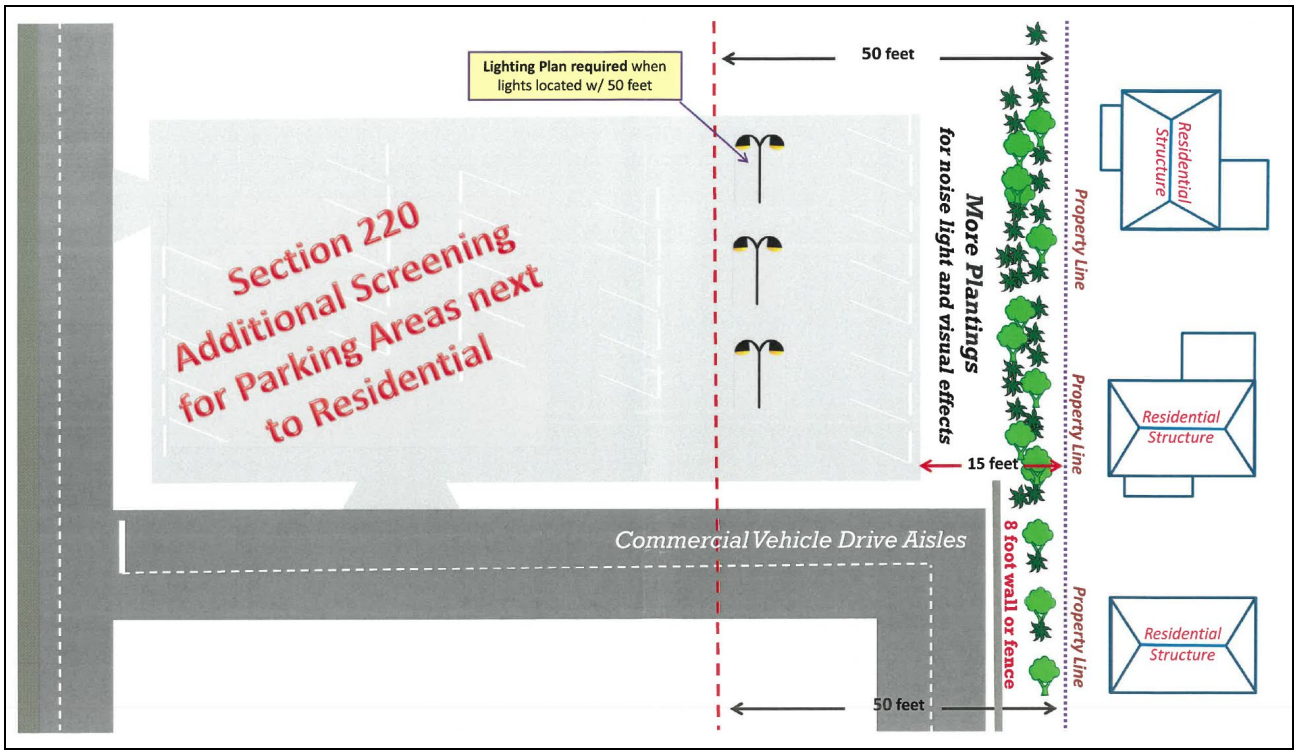
3. Building setback - The setback shall be a minimum of 100 feet from residential[1] property lines for the buildings with loading and unloading bays.

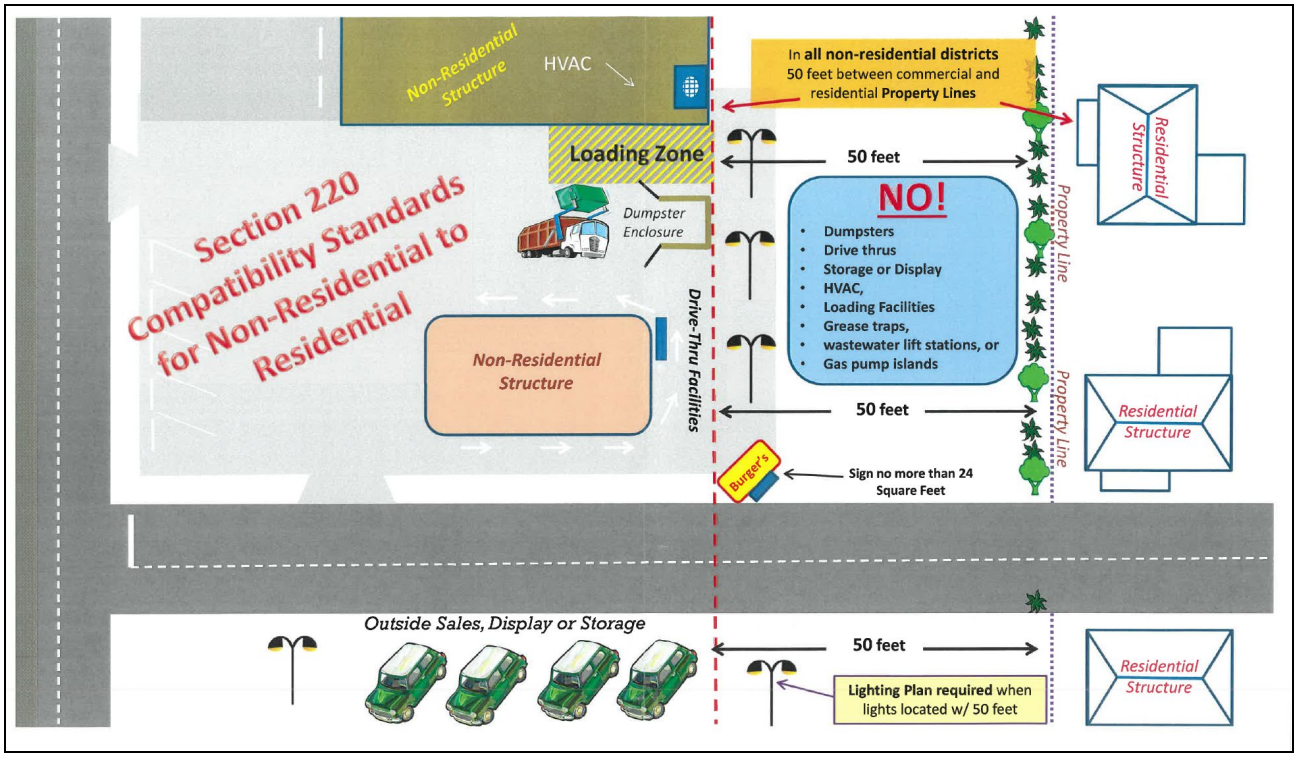
4. Truck Parking - No commercial vehicle or trailer shall be parked within the 50 feet of the residential[1] property lines.

[1] Residential Property is property designated as Agricultural/Residential Rural (A/RR), Residential Suburban (RS), Residential-Low (RL-1, RL-2, RL-3, RL-4), Residential-Medium (RM), Residential High (RH), or Rural Cluster Center- Residential (RCC-R) Future Land Use districts and non-residential districts with an existing residence within 200 feet of the abutting property line.

(Ord. No. 2021-015, § 2, 3-16-2021; Ord. No. 2025-008, § 2, 2-4-2025)

Section 220, Compatibility Standards





Compatibility Standards Diagrams

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2026-1, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 403.01 WAHNETA NEIGHBORHOOD PLAN, TO ADD THE MAIN STREET COMMERCIAL OVERLAY AND REINSTATING TABLE 3, WAHNETA NEIGHBORHOOD PLAN TEMPORARY USES MODIFICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on April 1, 2026; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code regarding Amending Chapter 403.01, Wahneta Neighborhood Plan, to add the Main Street Commercial Overlay and reinstate Table 3, Wahneta Neighborhood Plan Temporary Uses Modifications; and

WHEREAS, the Board of County Commissioners held two public hearings on May 5, 2026 and May 19, 2026, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The Board hereby finds and determines that:

a) The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted.

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on March 4, 2026 and April 1, 2026, to consider the LDC text amendments contained within Application LDCT-2026-1 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2026-1.

c) The adoption of LDCT-2026-1 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 4, Section 403.01.L. Wahneta Neighborhood Plan, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 403.01 – Wahneta Neighborhood Plan

L. Main Street Commercial Overlay - These requirements implement the purpose and intent of the Wahneta Main Street Commercial (MSC) Overlay, as contained in Policy 2.134-A4: Main Street Commercial Overlay, of the Wahneta Neighborhood Plan.

1. Allowed Uses – Allowable uses are listed in the MSC Overlay as shown below: In addition to the uses allowed in Table 4, the following uses are allowed:

   a. Residential Uses:

      Duplex, Two-family Attached
      Triplex and Quad
      Multi-family
      Planned Development

   b. All Other Uses:

      Adult Day Care (7 or more clients)
      Child Care Center
      Clinics and Medical Offices
      Community Center
      Cultural Facility
      Financial Institution
      Flea Market Open
      Government Facility
      Nurseries, Retail
      Office
      Personal Service
      Religious Institution
      Restaurant, Sit-down/Take-out

Retail, Less than 5,000 sq.ft.
Retail, 5,000-19,999 sq.ft.
Retail, Outdoor Sales/Display

2. Conditional Use Standards:

Purpose and Intent - Conditional uses have unique characteristics that require the imposition of development criteria in order to ensure that they are not harmful to the health, safety, and welfare of residents, surrounding uses and surrounding properties. These criteria may be applied in relation to use, occupancy, location, construction, design, character, scale, manner of operation, or the necessity for making complex or unusual determinations. The uses are listed in this Section together with the specific criteria that apply to each conditional use. These criteria shall be met in addition to all other standards of this Code, unless specifically exempted by this section or if the Code states otherwise, and all applicable regulations of other governmental agencies.

Duplex
a. Individual Duplexes shall be a C1 Use within the Overlay.
b. Duplex Development shall be a C2 Use within the Overlay.
c. Duplexes in the Overlay shall be exempt for the other requirements of the Wahneta Neighborhood Plan.
d. Duplexes shall be required to comply with the requirements in Section 303.

Child Care Centers
a. Child Care Centers shall be a C2 Use within the Overlay.
b. Child Care Centers within the Overlay shall be exempt from the requirements that Child Care Centers display the characteristics of a residential unit, as contained in Section 403.01.E.1. of the Wahneta Neighborhood Plan.

Clinic and Medical Office
a. Clinics and Medical Offices shall be a C2 Use within the Overlay.
b. Interconnection with adjacent commercial properties shall be required.
c. No outside storage of any equipment or supplies shall be allowed on site.
d. The following requirements for Clinics and Medical Offices listed in Section 303 shall be exempt within the Overlay:
    1. The clinic or medical office structure shall be consistent with the character of any adjacent residential neighborhood but maybe allowed to locate in existing non-residential structure without the requirement of being consistent with the character of any adjacent residential neighborhood.
    2. There shall be at a minimum 50 feet of road frontage and all access points shall be on a collector road or higher facility.
e. All other requirements for clinics and medical offices in Section 303 shall be met.

Community Center

a. Community Centers shall be a C2 Use within the Overlay.
b. Community Centers shall be required to comply with the requirements in Section 303.
c. Community Centers in the Overlay shall be exempt from the requirement that any proposed parking facilities shall be setback at least 25 feet from adjacent residential property, as contained in Section 303 of the Land Development Code.

Cultural Facility

a. Cultural Facilities shall be a C2 Use within the Overlay.
b. Cultural Facilities in the Overlay shall comply with the Compatibility Standards in Section 220, and the Conditional Use standards listed in Section 303 of the Land Development Code.
c. Cultural Facilities in the Overlay shall be exempt from the requirement that any proposed parking facilities shall be setback at least 25 feet from adjacent residential property as contained in Section 303 of the Land Development Code.

Flea-Market, Open

a. Flea-Market, Open shall be a C2 use in the Overlay.
b. All Flea-Market, Open in the Overlay shall comply with the Conditional Use standards listed in the Wahneta Neighborhood Plan and Section 303 of the Land Development Code.

Financial Institution

a. Financial Institutions shall be a C2 use in the Overlay.
b. Financial Instituions shall comply with the Compatibility Standards in Section 220 of the Land Development Code.

Government Facility

a. Governmental Facilities shall be a C2 use in the Overlay.
b. Governmental Facilities with the Conditional Use Standards in Section 303 of the Land Development Code.

Multi-Family

a. Multi-Family uses shall be a C2 use in the Overlay.
b. Multi-Family uses in the Overlay shall be exempt from the requirements for multi-family development within residential low-density districts (RCC-R, RL-1, RL-2, RL-3, and RL-4) contained in Section 303, Multi-Family, Item 5. a. thru h.

Nurseries, Retail

a. Nurseries, Retail shall be a C2 use in the Overlay.
b. All Nurseries, Retail in the Overlay shall comply with the Conditional Use standards listed in the Wahneta Neighborhood Plan.

Religious Institutions

a. Religious Institutions shall be a C2 use in the Overlay.
b. Religious Institutions in the Overlay shall comply with the Compatibility Standards in Section 220, and the Conditional Use standards listed in Section 303 of the Land Development Code.
c. Religious Institutions in the Overlay shall be exempt from the requirement that any proposed parking facilities shall be setback at least 25 feet from adjacent residential property.

Restaurant, Sit-down/Take-out

a. Restaurant, Sit-down/Take-out uses shall be a C2 use in the Overlay.

b. Restaurant, Sit-down/Take-out uses shall be exempt from the following requirements listed in Section 303:
1) All structures shall connect to water and sewer facilities.
2) Within OC districts (including OCX), Restaurant, Sit-down/Take-out uses shall comprise no more than 20 percent of the overall district.

Retail
a. Retail shall be a C2 use in the Overlay.
b. Retail uses in the Overlay shall be exempt from the requirement in Section 303 of the Land Development Code that all structures shall not exceed 10 percent of the existing developed OC land use district, and the retail is an accessory use that supports the OC land use.

Retail, Outdoor Sales/Display
a. Retail, Outdoor Sales/Display shall be a C2 use in the Overlay.
b. Within the Overlay, all outdoor storage shall be at a minimum of 25 feet from any side or rear lot line. An 8-foot-high opaque fence, limited to solid PVC fences, solid wooden fences, or solid masonry walls shall be required along these lot lines.
c. Retail, Outdoor Sales/Display uses in the Overlay shall be exempt from the minimum-distance requirement from other Outdoor Sales/Display Retail Uses listed in Section 303.

Triplex or Quad
a. Triplexes or Quads shall be a C2 use in the Overlay.
b. All Triplexes or Quads in the Overlay shall be exempt from the Conditional Use standards listed in the Wahneta Neighborhood Plan.

3. Review/Approval Process:
Uses in the MSC Overlay that are listed in Section L.1. that are in the Neighborhood Activity Center (NACX) & Linear Commercial Corridor (LCCX) Land Use Districts that are not already listed in Table 4 of the Wahneta Neighborhood Plan shall be processed as a Level 2 review.

4. Right-of-Way Setbacks:
a. To promote maximum flexibility in site design, and to also promote a more urban, walkable community, a reduction in the minimum right-of-way front setback for structures on property in the MSC Overlay, may be allowed, subject to approval as a Level 2 review.
b. Buildings shall not be placed within a clear visibility triangle, utility, drainage, or any other type of easement unless approval is granted by the easement holder.
c. Landscaping – Buildings that are placed within 6 feet of a front setback property line may request an alternate landscape plan from that required in Section 720. These alternate landscape plans shall be reviewed through the Level 2 process. This requirement may be waived as outlined in Section 932 (Waivers to Technical Standards) if a building is within one foot of a property line.
d. Clear Visibility Triangle – No buildings, signs, landscaping, fences, walls, or other structures and parking areas shall be located in a clear visibility triangle.

5. Compatibility Zone:
a. Due to the layout of properties within the MSC Overlay, along with the desire to promote redevelopment, a reduction in the width of the Compatibility Zone is allowed in the MSC Overlay.
b. A reduction of the Compatibility Zone from the required from 50 feet to a maximum of 25 feet, may be allowed, subject to approval as a variance by the Land Use Hearing Officer. In order to

authorize this variance, the Land Use Hearing Officer shall consider the following factors in addition to the criteria contained in Section 931:

1) Whether the dimensions of the subject parcel(s) prevent the reasonable use of the land;

2) Whether the location of the buildings on the proposed site plan would adversely impact existing buildings to the north and south of the site;

3) Whether granting the variance would adversely impact adjoining residentially designated and used properties; and

4) Whether the intensity of the requested use would adversely impact adjoining properties.

c. All other requirements of Section 220 for Compatibility Zones shall still apply, regardless of ultimate width of the Zone, and will be reviewed as part of the Level 2 review.

6. Signage:
   a. Within the MSC Overlay, Pole-mounted Free-standing Signs shall be prohibited.
   b. Only Ground-mounted Free-standing and Monument Signage (as shown in Figure 7.5) shall be permitted.
   c. All other signage within the MSC Overlay shall comply with the requirements of Section 760 (Signs).

7. Parking:
   a. No food truck parking shall be allowed in parking lots that receive the 60% reduction per Section 403.01. F.9. unless additional spaces are included for the food truck and related parking.
   b. The food truck location and associated parking shall be shown on the site plan.

Table 3: Wahneta Neighborhood Plan Temporary Uses Modifications

Table 3: Wahneta NP Temporary Uses Modifications (Districts that Allow Temporary Uses along Rifle Range Road)				
Districts	**Food & Retail Stands**	**Produce Stands**	**Meeting Places**	**Special Events**
INSTX	X	X	X	X
RSX	X	X		X
RL-3X	X	X		X
RL-4X	X	X		X
RMX	X	X	X	X
Notes: Refer to Section 207 and Table 2.3, of the Land Development Code, for temporary uses permitted in other land use districts and beyond Rifle Range Road.				

SECTION 4: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 19th day of May 2026.

APRIL 23, 2025

Wahneta Neighborhood Vision

Call for details

Wahneta Main Street Commercial (MSC) Overlay Land Development Regulations

PREPARED BY:

CFRPC

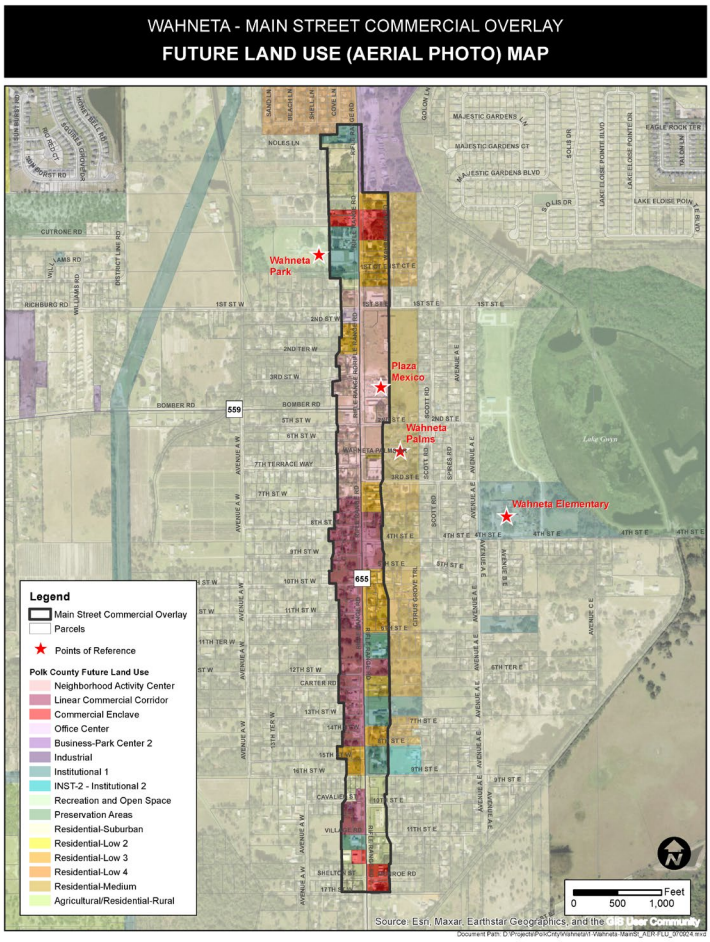


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Wahneta Neighborhood Vision

Wahneta Community Meeting
THURSDAY, APRIL 10, 2025, 5:30PM - 7:00PM
Guadalupe Mission Catholic Church
2150 Bomber Road, Wahneta, FL 33880

Overview

On April 10, 2025, Polk County, in collaboration with the Central Florida Regional Planning Council (CFRPC), hosted a community meeting at the Guadalupe Mission Catholic Church. The event brought together residents and business owners from the Wahneta community, as well as key stakeholders and representatives from various organizations and community-based groups. The meeting served as a platform for discussion, collaboration, and updates on ongoing and future initiatives aimed at improving the Wahneta area.

The purpose of the meeting was to:

- Inform the Community of the Wahneta Main Street Commercial (MSC) Overlay.
- Provide information to the community on the draft proposed Polk County Land Development regulations for the Wahneta Main Street Corridor Overlay.
- Identify existing opportunities and challenges specific to residential and commercial uses and in Wahneta.



Photo: April 10, 2025 Community Workshop

The meeting served as an opportunity for community engagement, offering residents the ability to learn about upcoming plans, proposed regulations and share input that will help shape future development efforts in the area. Forty-two (42) people attended the event.

Key Themes

The following are overall key themes, as gathered from staff facilitating group discussions.

Allowable uses:
Participants expressed consensus and support regarding the proposed uses within the Wahneta Main Street Commercial (MSC) Overlay.

Front Setbacks:
Attendees supported the proposed flexibility in reducing front setback requirements, as long as the site design is appropriate for the development and compatible with the property.

Compatibility Zone:
There was support for allowing reductions in the compatibility zone, with attendees emphasizing that such adjustments should be based on neighboring land uses and the nature of the proposed development. Some development types may justify either a larger or smaller compatibility zone.

Signage:
Participants were in favor of prohibiting pole-mounted free-standing signs within the MSC Overlay. Only ground-mounted free-standing and monument signage would be permitted, in line with a more cohesive and pedestrian-friendly streetscape.

Architectural Standards:
Attendees felt that architectural standards were not necessary within the MSC Overlay. The community's primary focus was on revitalization, including attracting new businesses and promoting economic development in the area.

Parking:
There was support for allowing parking reductions, but with important considerations. Participants highlighted that existing businesses already face parking shortages, particularly along Rifle Range Road. To address this, they expressed a desire for a more walkable community that would help reduce the need for on-site parking, or the development of a designated public parking lot to accommodate residents and visitors.

Traffic/Transportation:
Attendees expressed that Rifle Range Road currently lacks the capacity to support new development due to traffic congestion and poor pedestrian and bicycle infrastructure. As the community's main corridor, it should serve all users—drivers, walkers, and cyclists. However, residents were concerned about the potential impacts of widening the road, particularly due to the close proximity of existing businesses along the corridor.

In Summary
The April 10, 2025, Wahneta community meeting provided a valuable platform for residents, business owners, and stakeholders to share ideas and concerns about the future of the area. Overall, community members are eager to see new businesses and revitalization efforts that enhance the character and economic vitality of Wahneta. There is a desire for adaptable development regulations (such as setbacks, compatibility zones, and parking) to better accommodate site-specific needs and encourage reinvestment. The community showed a clear preference for simplified regulations to encourage investment and revitalization within the Wahneta Main Street Commercial (MSC) Overlay.

A major theme raised was the condition of Rifle Range Road, which many felt is currently inadequate for the volume of traffic and unsafe for pedestrians and cyclists. As the area grows, residents want to see infrastructure improvements but expressed concern about the potential impact on nearby businesses if road widening is pursued.

The meeting reflected a community that is eager for positive change but also mindful of the need for balanced, context-sensitive planning that protects local character and ensures accessibility for all.

Recommendations

Based on community feedback, the following recommendations are offered for consideration:

1. Move forward with the proposed uses and flexible development standards outlined in the MSC Overlay, as they received support from the community.

2. Eliminate the proposed architectural design requirements within the overlay. This aligns with community priorities focused on revitalization, affordability, and encouraging new business investment.

3. Support reductions in parking and compatibility requirements on a case-by-case basis, especially where developments incorporate walkable design or are near public/shared parking options.

4. Explore opportunities for a shared or public parking lot along or near Rifle Range Road to relieve existing pressure on businesses and support future growth.

5. Initiate a study or planning process for Rifle Range Road improvements that consider:
    - Complete streets concepts for multimodal access (car, pedestrian, bike).
    - Alternatives to widening that minimize business impacts (e.g., streetscape improvements, side street enhancements, traffic calming).

6. Continue community engagement throughout the code refinement and infrastructure planning process to ensure residents and business owners remain informed and involved.



Photo: April 10, 2025 Community Workshop

Breakout Groups Comments

Challenges

- Would like to see Rifle Range Rd widened to 4-lanes similar to Martin Luther King Jr. Blvd in Florence Villa
- Concerns with truck parking
- Lots of traffic on 3rd street & Rifle Range Rd by Plaza Mexico resulting in accidents
- Surveyors refuse to come to Wahneta, challenge of plots, line lots.
- Rifle Range Rd current infrastructure cannot support commercial development
- Widening of Rifle Range Road will decrease the overlay
- Rifle Range Road needs to be improved at a minimum with a turn lane
- Semi-trucks from CSX ILC use Rifle Range Rd, heavy truck traffic
- Rifle Range Rd is not pedestrian friendly
- Lack of existing parking for big trucks
- Need adequate sidewalks on Rifle Range Rd
- Development on the south side of Wahneta is causing higher traffic
- Public transportation is inadequate
- Need sidewalks up to US17
- Crime issues
- Code enforcement

Wants:

- Make Rifle Range Rad a complete street with sidewalks and bike path with ADA access.
- Homes with Food Trucks allowed
- Rifle Range Rad alternative to keep trucks off corridor
- Provide public parking
- Traffic lights to improve traffic on Rifle Range Rd
- A walkable community

Businesses and Services needed:

- Mix use development. Apartments over commercial on the first floor.
- Bank
- Small businesses
- Sit- down restaurants
- Public transportation

Outreach and Notification

Organizations, stakeholders, and community members were notified of the Wahneta Community Meeting through the following methods:

- Over 900 property owners were notified by mail.
- Physical copies of meeting flyer were delivered to local businesses and churches for distribution.
- Physical copies of meeting flyer were delivered to Plaza Mexico for customer distribution.
- Physical copies of meeting flyer were delivered to RCMA for distribution to parents.
- Physical copies of meeting flyer were delivered to the Mission of Guadalupe Catholic Church for distribution at Sunday mass.

Wahneta Community Meeting Notice

Tu hogar
Your Home

Tu negocio
Your business

Tu comunidad
Your Community

Wahneta Neighborhood Vision

SHARE YOUR VOICE ON THE WAHNETA NEIGHBORHOOD VISION

THURSDAY, APRIL 10, 2025

COMPARTE TU VOS SOBRE LA VISIÓN DE LA COMUNIDAD DE WAHNETA

JUEVES, ABRIL 10, 2025

5:30PM - 7:00PM

Meeting starts at 5:30PM | Reunión comienza a las 5:30PM

Join us to discuss the draft Polk County Land Development Code requirements for the Wahneta Main Street Corridor Overlay

Únase a nosotros para discutir los requisitos del Código de desarrollo de terrenos del condado de Polk para la Wahneta Main Street Commercial Overlay (MSC).







Mission of Guadalupe Catholic Church
2150 Bomber Rd,
Wahneta, FL 33880

Contact/Contacto: Brenda Torres, Central Florida Regional Planning Council, (863) 534-7130, ext: 109 , btorres@cfrpc.org.

POLK COUNTY
CFRPC

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, income, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the CFRPC Title VI/Nondiscrimination Coordinator, Brenda Torres, 863-534-7130, extension 109 (voice), or via Florida Relay Service 711, or by email: btorres@cfrpc.org.

La participación pública es solicitada sin distinción de raza, color, origen nacional, sexo, edad, discapacidad, religión o situación familiar. Las personas que requieren alojamiento bajo el Americans with Disabilities Act (ADA) o la traducción de idiomas, de forma gratuita deben ponerse en contacto Brenda Torres, CFRPC Título VI de Enlace, 863-534-7130 (voz), oa través de la Florida Relay Servicio 711, o por correo electrónico btorres@cfrpc.org al menos tres días antes del evento.

Wahneta Community Meeting Sign-In Sheets

Wahneta Neighborhood Vision Meeting
Sign-In Sheet
Mission of Guadalupe Catholic Church
April 10, 2025, 5:30 PM

Name	Please initial for photo release consent*	Would you like to be added to the mailing list for future workshops?	Mailing Address	Email Address
Edward+Elizabeth Pratt			111 Ave A Wahneta East, Winter Haven	epratt1@tampabay.rr.com
William D Smith			505 Cipres CR W.H.	wsmith.ws@email.com
Coreyl Russ			131-9TH Wahneta ST E	
Tabetha Russ			" "	" "
Mauro Lopez			122 1st street west Winter Haven	Same
Sebastian Lopez			122 1st street west Winter Haven	Same
Valentina Serna			118 3rd Wahneta St West	emy2014.vs@gmail.com
adelina salazar			106 3rd Wahneta St. West	

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Wahneta Neighborhood Vision Meeting
Sign-In Sheet
Mission of Guadalupe Catholic Church
April 10, 2025, 5:30 PM

Name	Please initial for photo release consent*	Would you like to be added to the mailing list for future workshops?	Mailing Address	Email Address
Juleen Deeb	JD	yes	701 Dolly Ben CT	juleend@hotmail.com
Tammy Scott	TS	yes	703 Dolly Ben CT	tscott2023@yahoo.com
Bill Pennington	BP	YES	854 SADDLE OAK DR.	William Pennington 591 @ YAHOO.com
Mike Khudstrup	MK	Yes	P.O. Box 7572 Lakeland, FL 33807	MKNUPSTRUP@yah...
Jesus Gonzalez	J.G	Yes	Jgonzalez@ruperton.com	118 3rd wahneta St west W.H FL 33880
Arturo Gonzalez	A.R	yes.	artio@gmail.com	PO Box 2488 Eagle Lake FL 33839
Jose Muñez				
Juan Hernandez				

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Wahneta Neighborhood Vision Meeting
Sign-In Sheet

Mission of Guadalupe Catholic Church
April 10, 2025, 5:30 PM

Name	Please initial for photo release consent*	Would you like to be added to the mailing list for future workshops?	Mailing Address	Email Address
Jorge I Sevilla margarita R Salameth	Jr.	yes	jsevilla.laSalle@gmail.com margarita.SevillaSalameth21@gmail.com	
Jaime & maria Ramirez			500 Ave A Wahneta Winter Haven, Fl. 33880	
Maria Hernandez			12 CHERRY Blossom Ln Winter Haven, Fl. 33884	
Paula Vann			6021 Morgan Rd Winter Haven FL	
TROY Holley	T.H.	Yes	136 16th ST west 33880	TROY PHolley@Yahoo
Francisco Cruz			108 Scott Rd. Winter Haven	Franciscocruz132@gmail.com.
Carmela Ramos			110 Scott Rd Winter Haven	
Rosa Santiago Lorenzo Santiago		Yes	118 1 st wahneta St west Winter Haven FL 33880	

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Wahneta Neighborhood Vision Meeting
Sign-In Sheet

Mission of Guadalupe Catholic Church
April 10, 2025, 5:30 PM

Name	Please initial for photo release consent*	Would you like to be added to the mailing list for future workshops?	Mailing Address	Email Address
MIKE & SHANA SETSER	M.S.	YES	480 ADRIEL AVE WINTER HAVEN, FL 33880	mssetser@sbcglobal.net
Paula Vann		yes	2860 Rifle Range Rd Winter Haven FL 33880	pjanev9@aol.com
Victor Cruz	V.C.	Yes	114 18th Wahneta St W.	
Daisy Cruz	D.C	yes	415 Ave B Wahneta E Winter Haven	
Christian Filomeno	CF	Yes	110 Carter Rd Winter Haven	
Alexis Filomeno	AF	Yes	110 CARTER RD WINTER HAVEN	
* LUZ D Huipio	LH	yes	215 RICHBURG RD Winter Haven 33880	luzhuipio78@gmail.com
Delores Skipper	D.S.		1140 Ave A West Wahneta	

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Wahneta Neighborhood Vision Meeting
Sign-In Sheet

Mission of Guadalupe Catholic Church
April 10, 2025, 5:30 PM

Name	Please initial for photo release consent*	Would you like to be added to the mailing list for future workshops?	Mailing Address	Email Address
Maribel Villegas Escobedo		Yes	3110 Rifle Ranger Rd Winter Haven, FL 33880	
Guadalupe Lopez meeting		Yes	1st Terrace Wahneta Winter Haven FL 33880	
Kim Davis		yes	354 Terranova Blvd WH 33884	Kim@crosbydirt.com
Renisia Ramez		Yes	P.O. Box 1215 Winter Haven FL 33882	Renisiaramez75@gmail.com
Steve Sanders			107 West 14th Street 33880	
Hayden A. Crowley		yes	114 2nd Wahneta Terr West Wahneta W. Haven FL	
Janice Crowley		yes	11	
Robert Foster		Yes	712 Logan Lane Wahneta Winter Haven FL 33880	

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Wahneta Neighborhood Vision Meeting
Sign-In Sheet

Mission of Guadalupe Catholic Church
April 10, 2025, 5:30 PM

Name	Please initial for photo release consent*	Would you like to be added to the mailing list for future workshops?	Mailing Address	Email Address
Julia M. Vega	JV	Yes	521 Cipress Circle W. H 33880	

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Wahneta Neighborhood Vision Meeting

Sign-In Sheet

Mission of Guadalupe Catholic Church
April 10, 2025, 5:30 PM

Name	Please initial for photo release consent*	Would you like to be added to the mailing list for future workshops?	Mailing Address	Email Address
Karissa Olmos	KO	Yes	281 W Crystal Beach Rd Cadle Lake 33934	karissaolmos@yahoo.com

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Wahneta Community Meeting Presentation (PowerPoint Presentation)

Tu hogar
Your Home

Tu negocio
Your business

Tu comunidad
Your Community

Wahneta
Neighborhood
Vision

THURSDAY, APRIL 10, 2025 | JUEVES, ABRIL 10, 2025

5:30PM - 7:00PM

POLK COUNTY

Guadalupe Mission Catholic Church
2150 Bomber Rd,
Wahneta, FL

CFRPC

Wahneta Neighborhood Plan
Plan Vecinal de Wahneta



The Wahneta Neighborhood Plan was created to recognize existing businesses, assist in the redevelopment of the existing residential and commercial areas, and encourage development of vacant properties to assist in the revitalization efforts for the Wahneta area.



El Plan Vecinal de Wahneta se creó para reconocer los negocios actuales, ayudar en la reurbanización de las áreas residenciales y comerciales existentes y fomentar el desarrollo de propiedades desocupadas para ayudar en los esfuerzos de revitalización del área de Wahneta.

Wahneta Main Street Commercial (MSC) Overlay
Rifle Range Road Corridor

- Develop an updated community strategy to encourage **beautification** and further **define a sense of place**.
- Allow **greater flexibility for the development of small businesses** and community service providers to meet the changing needs of the community.
- Encourage the **development of diverse employment opportunities** to attract businesses.
- Encourage a **pedestrian-oriented community,** particularly along the Rifle Range Road and Bomber Road corridor, while allowing for economic development.



- Desarrollar una estrategia comunitaria actualizada para el **embellecimiento** y **definir aún más el sentido de lugar.**
- **Permitir flexibilidad para el desarrollo de negocios pequeñas** y proveedores de servicios comunitarios para satisfacer las necesidades cambiantes de la comunidad.
- Animar el **desarrollo de diversas oportunidades de empleo** para atraer empresas.
- Incitar una **comunidad orientada a los peatones**, particularmente a lo largo del corredor Rifle Range Road y Bomber Road, al tiempo que permite un desarrollo económico.

POLK COUNTY

Wahneta
Neighborhood
Vision

CFRPC

Goal | Purpose

- Inform Community of the Wahneta Main Street Commercial (MSC) Overlay.
- Inform on the draft Polk County Land Development Code requirements for the Wahneta Main Street Corridor Overlay.
- Identify existing opportunities & challenges specific to residential & commercial needs in Wahneta.

Gol |Objetivo

- Informar a la comunidad sobre la Wahneta Main Street Commercial (MSC) Overlay.
- Informar sobre los requisitos del Código de desarrollo de terrenos del condado de Polk para la Wahneta Main Street Commercial Overlay(MSC).
- Identificar oportunidades y desafíos existentes específicos para las necesidades residenciales y comerciales en Wahneta

Proposed Wahneta Main Street Commercial (MSC) Overlay
Land Development Regulations
Polk LDR Section 403.01 – Wahneta Neighborhood Plan

Allowable uses are listed in the MSC Overlay as shown below:

Los usos permitidos se enumeran en la MSC Overlay como se muestra a continuación:

Residential Uses:

- Duplex, Two-family Attached
- Triplex and Quad
- Multi-family
- Planned Development

Usos residenciales:

- Dúplex, adjunto para dos familias
- Triplex y Cuádruple
- Multifamiliar
- Desarrollo planificado

All Other Uses:	Todos los demás usos:
Adult Day Care (7 or more clients)	Cuidado diurno para adultos (7 o más clientes)
Child Care Center	Centro de cuidado infantil
Clinics and Medical Offices	Clínicas y consultorios médicos
Community Center	Centro Comunitario
Cultural Facility	Instalación Cultural
Financial Institution	Institución financiera
Flea Market Open	Mercado de pulgas abierto
Government Facility	Instalación gubernamental
Nurseries, Retail	Viveros, Comercio minorista
Office	Oficina
Personal Service	Servicio personalizado
Religious Institution	Institución religiosa
Restaurant, Sit-down/Take-out	Restaurante, Sentado/Para llevar
Retail, Less than 5,000 sq.ft.	Comercio minorista, menos de 5000 pies cuadrados.
Retail, 5,000-19,999 sq.ft.	Comercio minorista, 5,000-19,999 pies cuadrados.
Retail, Outdoor Sales/Display	Venta minorista, venta al aire libre/exhibición

Front Setbacks

a. To promote **maximum flexibility in site design**, and to also promote a more urban, walkable community, there shall not be any minimum front setback for structures on property in the MSC Overlay.

b. Buildings shall not be placed within utility, drainage, or any other type of easement unless approval is granted by the easement holder.

c. Landscaping – Buildings that are placed within 6 feet of a front setback property line may request an alternate landscape plan from that required. These alternate landscape plans shall be reviewed through the Level 2 process. This requirement may be waived if a building is within one foot of a property line.

Retrocesos Frontales

a. Para promover la máxima flexibilidad en el diseño del sitio y también para promover una comunidad más urbana y transitable, **no habrá ningún retroceso frontal mínimo para las estructuras en la propiedad en el MSC Overlay.**

b. Los edificios no se ubicarán dentro de servicios públicos, drenaje o cualquier otro tipo de servidumbre a menos que cuenten con la aprobación del titular de la servidumbre.

c. Paisajismo: los edificios ubicados a menos de 6 pies de una línea de propiedad con retroceso frontal pueden solicitar un plan de paisajismo alternativo al requerido. Estos planes paisajísticos alternativos se revisarán mediante el proceso de Nivel 2. Este requisito puede no aplicarse si un edificio se encuentra a menos de un pie del límite de una propiedad.

Building Setbacks
Retrocesos en la construcción

Traditional setbacks



More separation distance between a Property line and a building or structure

Más distancia de separación entre una línea de propiedad y un edificio o estructura

Reduced Front Yard Setbacks



Less separation distance between a property line and a building or structure.

Menos distancia de separación entre una línea de propiedad y un edificio o estructura

Compatibility Zone

a. Due to the layout of properties within the MSC Overlay, along with the desire to promote redevelopment, a reduction in the width of the Compatibility Zone is allowed in the MSC Overlay.

b. A **reduction from the required from 50 feet to a maximum of 25 feet may be allowed**, subject to approval by the Planning Commission.

c. All other requirements of for Compatibility Zones shall still apply, regardless of ultimate width of the Zone, and will be subject to approval.

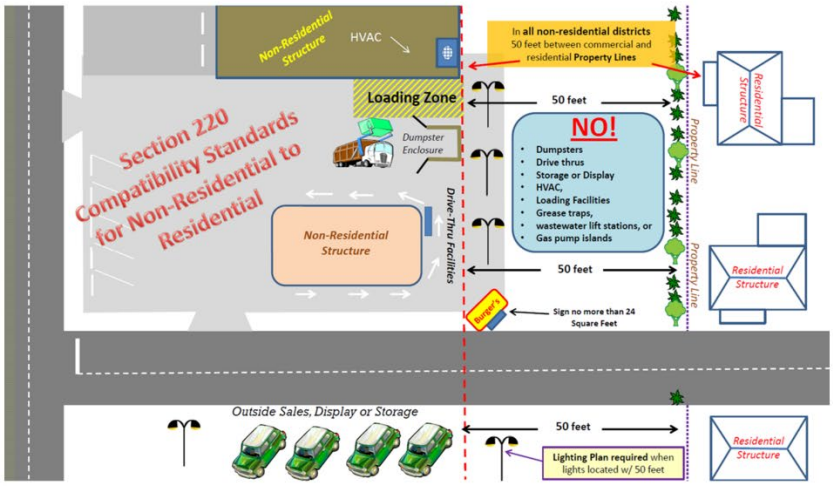
Zona de Compatibilidad

a. Debido al diseño de las propiedades dentro del MSC Overlay, junto con el deseo de promover la reurbanización, se permite una reducción en el ancho de la Zona de Compatibilidad en el MSC Overlay.

b. Se puede permitir **una reducción de los requeridos de 50 pies a un máximo de 25 pies,** sujeto a la aprobación de la Comisión de Planificación.

c. Todos los demás requisitos de las Zonas de Compatibilidad seguirán aplicándose, independientemente del ancho final de la Zona, y estarán sujetos a aprobación.

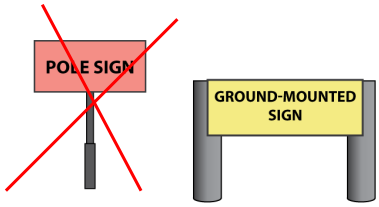
Compatibility Zone
Zona de Compatibilidad



Signage

a. Within the MSC Overlay, **Pole-mounted Free-standing Signs shall be prohibited.**

b. Only Ground-mounted Free-standing and Monument Signage shall be permitted. All other signage within the MSC Overlay shall comply with the requirements of Section 760 (Signs).

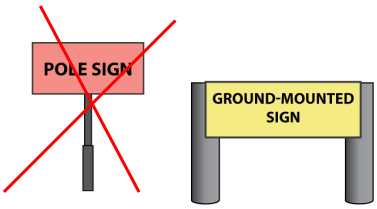


The Pole Sign would not be allowed.

Letreros

a. Dentro del MSC Overlay, se prohibirán los letreros independientes montados en postes.

b. Sólo se permitirán señales monumentales e independientes montadas en el suelo. Todos los demás letreros dentro del MSC Overlay deberán cumplir con los requisitos de la Sección 760 (Señales).



No se permitiría letreros de poste

Architecture / Design Standards
Estándares de Arquitectura / Diseño



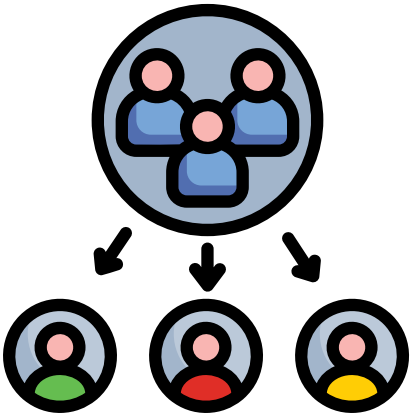
Without Design Requirements

Sin Requisitos De Diseño

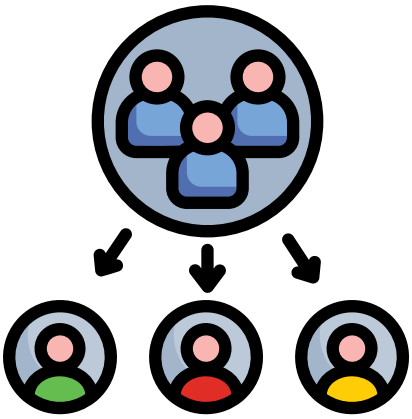


With Design Requirements

Con Requisitos De Diseño



Breakout Groups | Sesión de Grupos



Group Report Outs | Informes Grupales

Next Steps:

To Be Determined :

Polk County Planning Commission Hearing and Polk County Board of County Commissioners Hearing
Proposed Wahneta Main Street Corridor (MSC) Overlay Land Development Regulations

Próximos Pasos

Ser Determinado

Audiencia de la Comisión de Planificación del Condado de Polk y de la Junta de Comisionados del Condado de Polk
Propuesta de requisitos del Código de desarrollo de terrenos del condado de Polk para la Wahneta Main Street Commercial Overlay (MSC).

Wahneta Neighborhood Vision

For more Information:
Para más información:

Chanda Bennett
Polk County, Comprehensive Planning Administrator
Office of Planning and Development | Land Development
Phone 863.534.6484
chandabennett@polk-county.net

Mark Bennett
Polk County, Senior Planner
Office of Planning and Development | Land Development
Phone 863.534.6455
markbennett@polk-county.net

Brenda Torres
Community Planner & Communications Manager
Central Florida Regional Planning Council
(863) 534-7130 ext. 109
btorres@cfrpc.org

Tu hogar Your Home | Tu negocio Your business | Tu comunidad Your Community

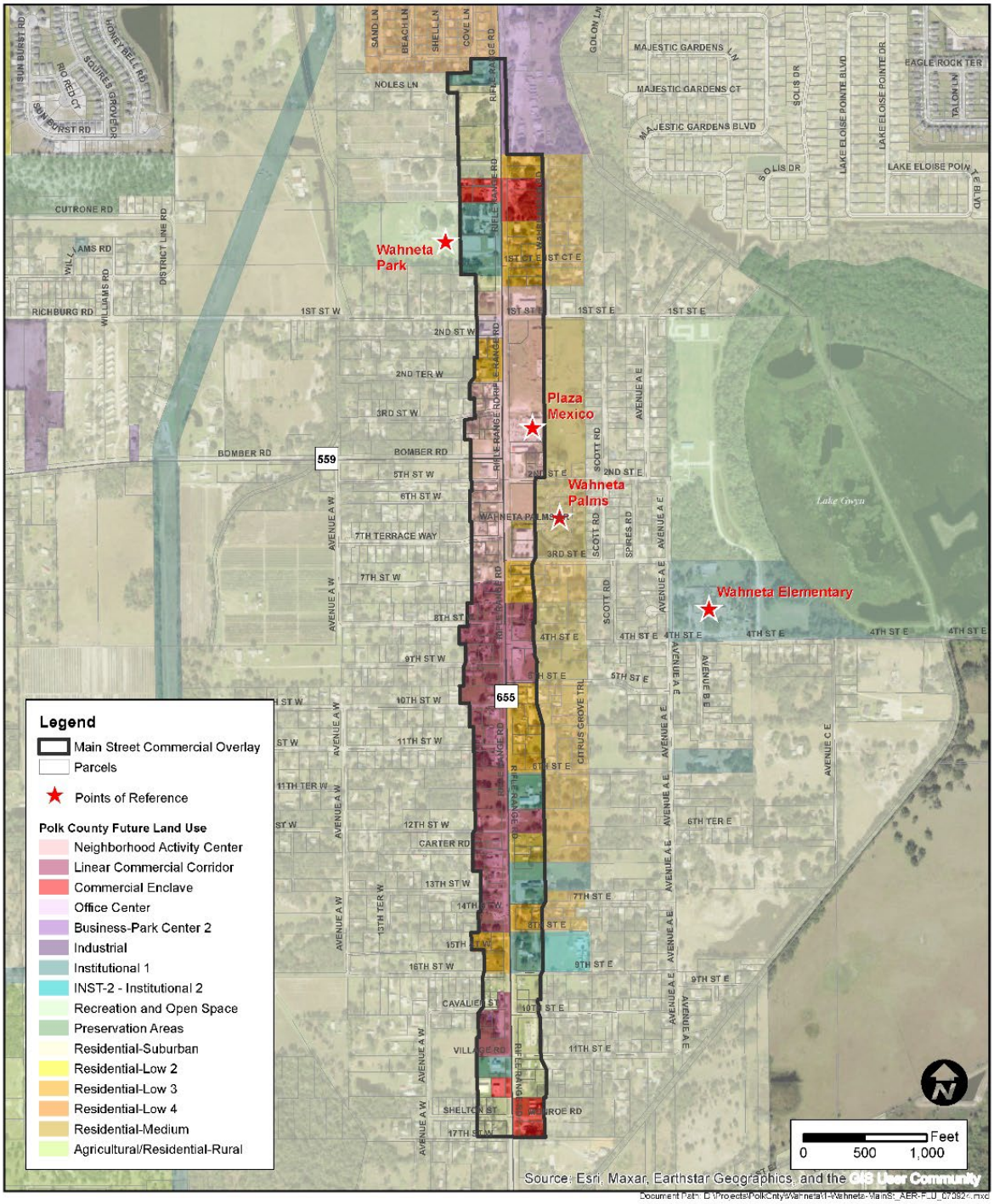
Wahneta Neighborhood Vision

THANK YOU! | GRACIAS!

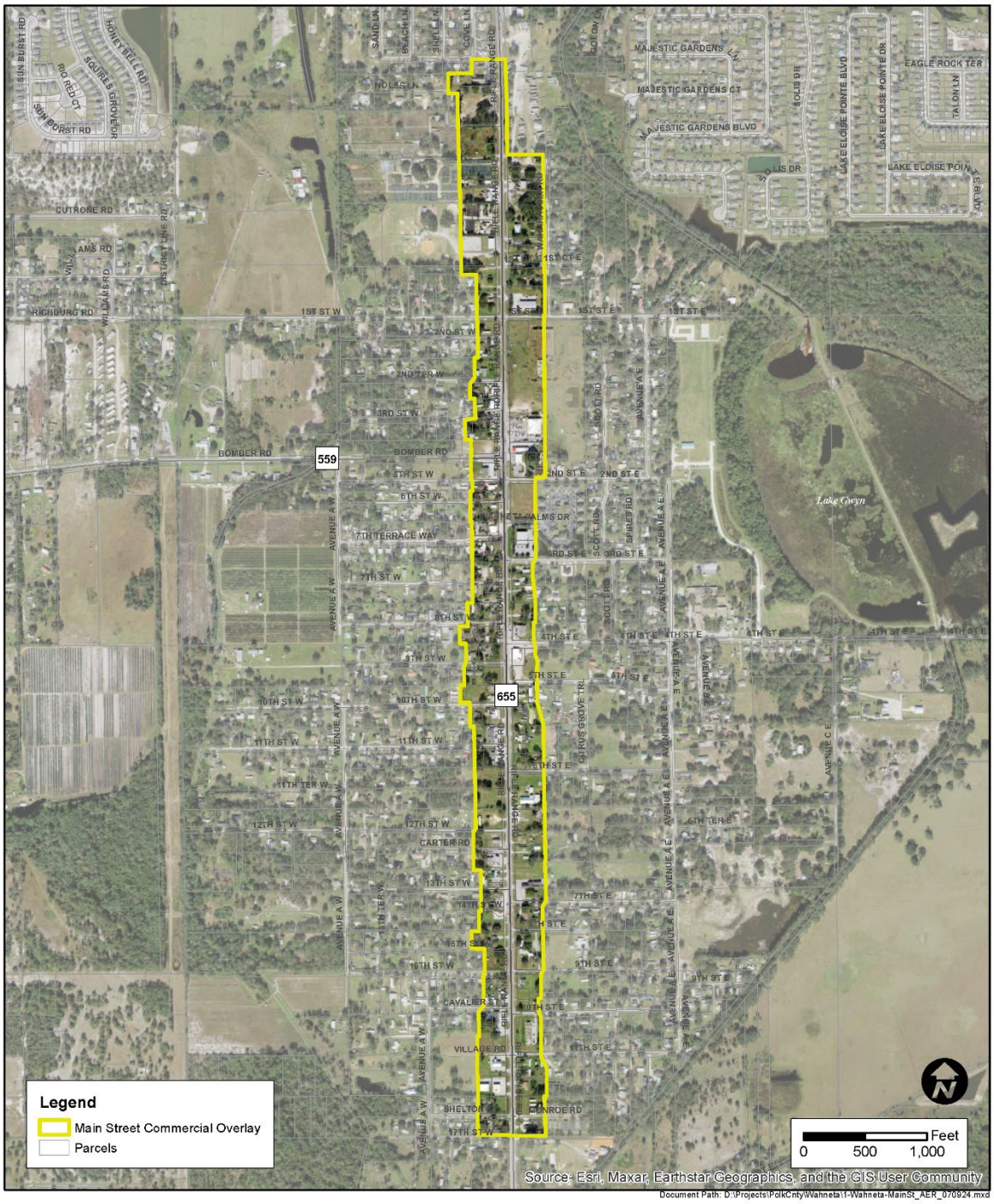
Wahneta Community Meeting Maps

WAHNETA - MAIN STREET COMMERCIAL OVERLAY

FUTURE LAND USE (AERIAL PHOTO) MAP

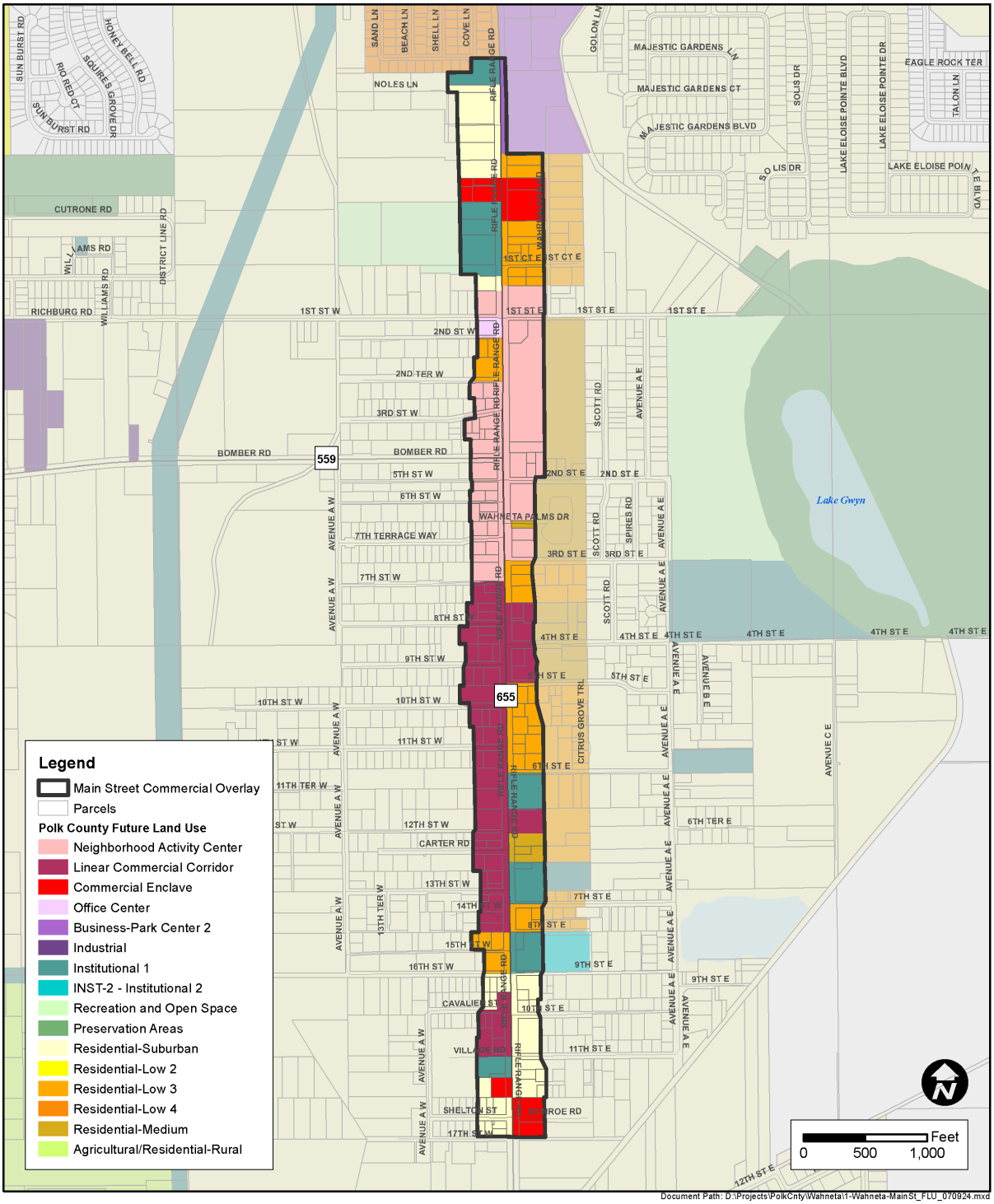


WAHNETA - MAIN STREET COMMERCIAL OVERLAY
AERIAL PHOTO MAP



WAHNETA - MAIN STREET COMMERCIAL OVERLAY

FUTURE LAND USE MAP



Wahneta Community Meeting Property Owner Notice - English

COMMUNITY WORKSHOP NOTICE

March 27, 2025

RE: Thursday, April 10, 2025 – Wahneta Main Street Commercial Overlay (MSC) Community Meeting

Dear Property Owner:

Please join us and share your thoughts and ideas on the draft Polk County Land Development Code requirements for the Wahneta Main Street Corridor Overlay. This community meeting will be held on **Thursday, April 10, from 5:30 to 7 p.m. at the Mission of Guadalupe Catholic Church, 2150 Bomber Road, Wahneta, FL 33880.**

Discussions will include but are not limited to the Rifle Range Road multi-use corridor and proposed Wahneta Main Street Commercial Overlay Land Development Regulations.

The workshop will be facilitated by the Central Florida Regional Planning Council (CFRPC) in partnership with Polk County.

Wahneta Main Street Commercial Overlay (MSC) Community Meeting

Thursday, April 10, 2025
5:30 p.m. to 7 p.m.

Mission of Guadalupe Catholic Church
2150 Bomber Road
Wahneta, FL 33880

This event is open to the public and all interested persons are encouraged to attend. For additional information, please contact Brenda Torres, Central Florida Regional Planning Council, at (863) 534-7130, extension 109 or via e-mail at btorres@cfrpc.org.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, income or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the CFRPC Title VI/Nondiscrimination Coordinator, Brenda Torres at 863-534-7130 ext. 109 (voice) or via Florida Relay Service 711, or by email at btorres@cfrpc.org.

POLK COUNTY

CFRPC

Wahneta Community Meeting Property Owner Notice - Spanish

AVISO DE REUNIÓN COMUNITARIA

Marzo 27, 2025

Atención: Jueves 10 de Abril de 2025: Reunión comunitaria de Wahneta Main Street Commercial Overlay (MSC)

Estimado propietario:

Únase a nosotros para compartir sus pensamientos e ideas sobre los requisitos del Código de Desarrollo de Terrenos del Condado de Polk para el corredor principal de Wahneta. Esta reunión comunitaria se llevará a cabo el **Jueves 10 de Abril de 2025, de 5:30 a 7 p.m. en la Iglesia Católica Misión de Guadalupe, 2150 Bomber Rd, Wahneta, FL 33880**

Las discusiones incluirán, entre otras, el corredor de usos múltiples de Rifle Range Road y las regulaciones propuestas para el desarrollo de terrenos de Wahneta Main Street.

La reunión será facilitado por el Consejo de Planificación Regional de Florida Central (CFRPC) en asociación con el condado de Polk.

Reunión Comunitaria Sobre el Wahneta Main Street Commercial Overlay (MSC)

Jueves, Abril 10, 2025
5:30 p.m. to 7 p.m.

Iglesia Católica Misión de Guadalupe
2150 Bomber Rd
Wahneta, FL 33880

El evento está abierto al público y se anima a todas las personas interesadas a asistir. Para obtener información adicional, comuníquese con Brenda Torres, Consejo de Planificación Regional de Florida Central, Central Florida Regional Planning Council al (863) 534-7130, extensión 109 o por correo electrónico a btorres@cfrpc.org.

La participación pública es solicitada sin distinción de raza, color, origen nacional, sexo, edad, discapacidad, religión o situación familiar. Las personas que requieren alojamiento bajo el Americans with Disabilities Act (ADA) o la traducción de idiomas, de forma gratuita deben ponerse en contacto Brenda Torres, CFRPC Título VI de Enlace, 863-534-7130 (voz), oa través de la Florida Relay Servicio 711, o por correo electrónico btorres@cfrpc.org al menos tres días antes del evento.

Agenda Item N.4. 5/5/2026

SUBJECT

Public Hearing (LDCT-2026-4 Poinciana Commercial Activity Center Plan LDC Text Amendment) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions, to establish the Poinciana Commercial Activity Center Plan. (No Fiscal Impact)

DESCRIPTION

This is a joint County and applicant-initiated request for an LDC text amendment to change the text of the Land Development Code Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions, to establish the Poinciana Commercial Activity Center Plan. State law requires one Planning Commission hearing, which was held on April 1, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the first of the two hearings.

RECOMMENDATION

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, Senior Planner

Land Development Division

(863) 534-6455

markbennett@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	February 26, 2026	**Level of Review:**	4
PC Date:	April 1, 2026	**Type:**	LDC Text Amendment
BoCC Date:	May 5, 2026 May 19, 2026	**Case Numbers:**	LDCT-2026-4
		Case Name:	Poinciana Commercial Activity Center Plan LDC Text Amendment
Applicant:	Joint (Ryan Behren, Esq. and staff)	**Case Planner:**	Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner

Request:	Change the text of the Land Development Code Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions, to establish the Poinciana Commercial Activity Center Plan. This case is related to LDCPAS-2025-40, Future Land Use Change from DRI to NAC and the corresponding text amendment.
Location:	North side of Pine Street and Laurel Avenue, east side of Mackerel Road, 3.3 miles east of the City of Haines City, in Section 2, Township 28, Range 28.
Property Owner:	Titan Land Company LLC and A & V Development LLC
Parcel Size (Number):	18.33 acres (282802934710147100 – 12.6 ac, and 282802934710147090 – 5.73 ac)
Development Area:	Utility Enclave Area (UEA)
Nearest Municipality:	Haines City
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)
Florida Commerce:	N/A

Summary:

The applicant seeks a change to the Land Development Code Appendix E, Section E105, to establish the Poinciana Commercial Activity Center Plan (ACP). Policy 2.110-L1. of the Future Land Use Element of the Comprehensive Plan describes an ACP as a special, detailed land use plan for a specific Activity Center. This policy also describes an ACP as having a land use map and accompanying objective and policies to provide special conditions, restrictions, or requirements for activities within the ACP, and that ACPs shall be incorporated into the Land Development Code with reference to the Comprehensive Plan. The intent of this ACP is to provide a guide for the orderly growth and eventual development of the site subject to LDCPAS-2025-40 and the parcel to the west.

The Activity Center Plan consists of the numerous maps and policies that address the following:

- Permitted Uses
- Transportation (such as access points, and road extensions, and connectivity requirements)
- Signage
- Landscaping
- Buffering
- Activity Center Plan Map
- Conceptual Plan for parcel 282802934710147100

Findings of Fact

- *LDCT-2026-4 is a joint (staff and applicant-initiated) request to amend Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions, to establish the Poinciana Commercial Activity Center Plan (ACP).*

- *The location of the ACP is at North side of Pine Street and Laurel Avenue, east side of Mackerel Road, in Section 2, Township 28, Range 28.*

- *The subject properties are vacant and undeveloped.*

- *The 5.73 acre parcel at the northeast corner of Pine Street and Mackerel Road is designated as Commercial in the Poinciana Master Plan.*

- *This case is related to LDCPAS-2025-40. That request is for a Comprehensive Plan Amendment to change 12.6 acres from Development of Regional Impact (DRI) to Neighborhood Activity Center (NAC) on the eastern portion of this site.*

- *LDCPAS-2025-40 also includes a text change to Appendix 2.135 - Parcel Specific Future Land Use Map Amendments with Conditions to allow for the adoption of the Poinciana Commercial Activity Center Plan (ACP).*

- *To implement the ACP, a text amendment to both the Comprehensive Plan and the Land Development Code is required by Policy 2.110B3a of the Future Land Use Element.*

- *Policy 2.110-L1. describes an ACP as a special, detailed land use plan for a specific Activity Center. An ACP shall include a land use map and accompanying objective and policies to provide special conditions, restrictions, or requirements for activities within the ACP. ACPs shall be incorporated into the Land Development Code with reference to the Comprehensive Plan.*

Development Review Committee Recommendation:

The Land Development Division, based on the Findings of Fact, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **APPROVAL** of LDCT-2026-4.

Planning Commission Recommendation:

On April 1, 2026, The Planning Commission recommended **APPROVAL** of this request (7:0).

Analysis:

This amendment was submitted currently with LDCPAS-2025-40. That request is for a Comprehensive Plan Amendment to change 12.6 acres from Development of Regional Impact (DRI) to Neighborhood Activity Center (NAC). The same Plan Amendment also includes a text change to Appendix 2.135 - Parcel Specific Future Land Use Map Amendments with Conditions. The changes to the text of both the Comprehensive Plan and the Land Development Code are necessary to allow for the establishment of the Poinciana Commercial Activity Center Plan (ACP).

The Activity Center Plan (ACP) concept originated as part of the initial adoption of the Comprehensive Plan in 1991. ACPs and part of the "multi-nodal, urban cluster" concept that the County's urban form is based, as described in the Introduction Section (2.101) of the Comprehensive Plan.

This Activity Center Plan contains maps and policies that address the following:

Text:

- Permitted Uses – All uses currently allowed in the NAC per Table 2.1 of the Land Development Code are also allowed in the ACP.
- Transportation - The ACP contains both policies and maps that show the following:
  - Access points for property access,
  - Potential Road extension for Laurel Avenue
- Signage – In keeping with the existing signage at the intersection a prohibition on pole-mounted signage is proposed.
- Landscaping – A provision requiring that development conserve and utilize existing trees and vegetation where possible is included.
- Buffering - A minimum 20-foot-wide Type C buffer along the northern property line. Existing on-site trees and vegetation shall be used to the maximum extent possible within this buffer.

Maps:

- Activity Center Plan (ACP)
- Parcel 282802-934710-1471000 Conceptual Plan

Benefit-Cost Analysis of the Amendment

Who does it help?

This amendment directly benefits the affected landowners by recognizing that the subject properties are intended for uses allowed in the Neighborhood Activity Center (NAC) land use district. By allowing certain types of commercial and office uses, there will be increased opportunities available for new businesses in Poinciana to provide the needed goods and services in this growing area. In particular, the designation of parcel 282802934710147090 as part of the Activity Center Plan will recognize the fact that this property is also designated as commercial in the Poinciana Master Plan.

Who does it hurt?

There is the potential for existing residents living next to the affected properties to deal with impacts caused by new non-residential development. However, because of the proposed requirements for the use of existing vegetation in the landscape buffers, the location of existing easements, and the compatibility provisions in Section 220 of the Land Development Code must still be met, the potential for any adverse impacts should be minimized. Additionally, less intrusive signage by only allowing monument signs will minimize potential impacts.

What is the cost?

Any new development within the Activity Center Plan will be restricted to only ground-mounted free-standing and monument signage. This requirement may result in additional cost.

Limits of the Proposed Ordinance

The proposed ordinance is limited to amending the County's Land Development Code Appendix E, Section E105, to establish the Poinciana Commercial Activity Center Plan (ACP).

Consistency with the Comprehensive Plan

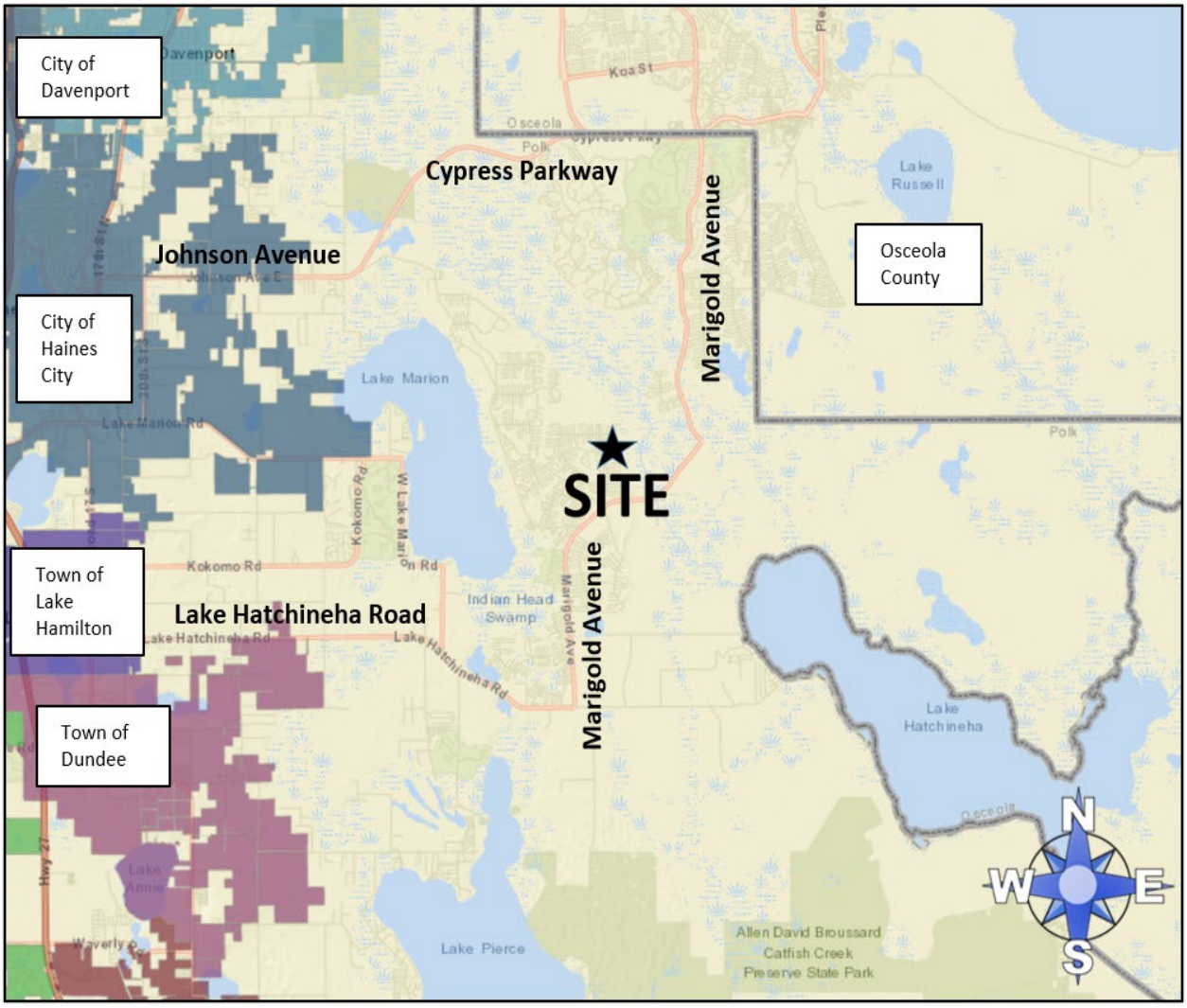
This change is in conjunction with LDCPAS-2025-40. This amendment will designate a 12.6-acre tract as NAC. The proposed text change to establish the Poinciana Commercial Activity Center Plan is consistent with the applicable Objectives and Policies in the Plan's Future Land Use Element.

Specifically, this request is consistent with Objective 2.110-L: Activity-Center Plans, which states that The Polk County Plan shall provide procedures for the preparation of Activity-Centers Plans in order to ensure that Activity Centers develop in a manner consistent with sound planning principles, and in accordance with development objectives of the County. The adoption and implementation of this ACP will ensure that this objective is accomplished for these parcels.

Comments from Other Agencies: None

Draft Ordinance: Under separate attachment

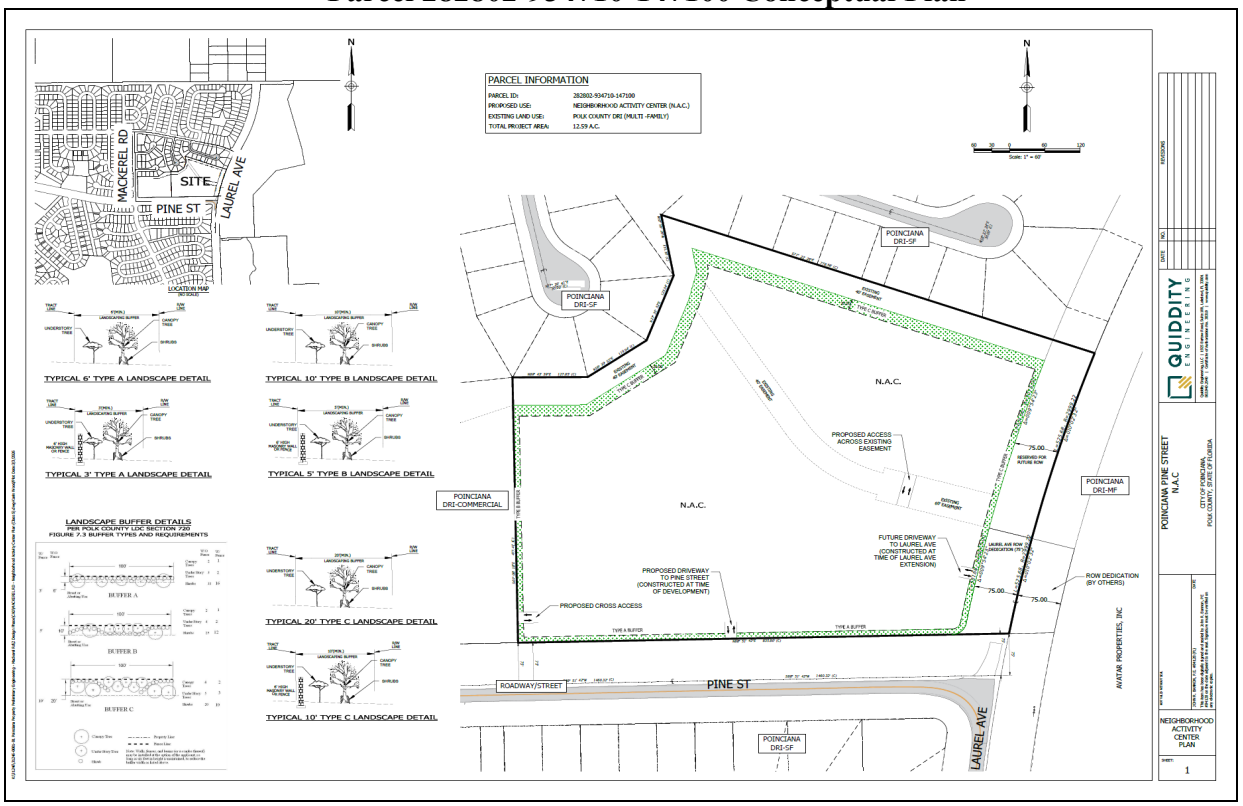
Exhibits:
Exhibit 1 - Location Map
Exhibit 2 - Proposed Activity Center Plan Maps
Exhibit 3 – Proposed Text Change
Exhibit 4 – Poinciana Master Plan (Overview)
Exhibit 5 – Poinciana Master Plan (Detailed)



Location Map



Parcel 282802-934710-147100 Conceptual Plan



Proposed Activity Center Plan (ACP) Maps

Poinciana Commercial Activity Center Plan (ACP) – Parcel Numbers 282802934710147100 – 12.6 ac, and 282802934710147090 – 5.73 ac.

1. Applicability

The provisions and requirements of this Subsection apply to the subject site, the boundaries of which are shown on the Future Land Use Map Series and Land Use District maps, more particularly those depicted in the panel showing Range 28, Township 28, Section 02. The site is legally described as:

POINCIANA NEIGHBORHOOD 4 VILLAGE 7 PB 53 PGS 4-18 TRACT K & W1/2 OF VACATED LAUREL AVE S LYING E OF SAME (282802-934710-147100); and

POINCIANA NEIGHBORHOOD 4 VILLAGE 7 PB 53 PGS 4-18 TRACT J (282802-934710-147090)

2. Permitted Uses
Uses permitted within the boundaries of this NAC shall conform to those found in Table 2.1 Use Table for Standard Land Use Districts.

3. Transportation

a. Access: This ACP shows the general locations of access points to this NAC. They are conceptual and non-binding, with the exact driveway and cross-access location which shall be determined at Level 2 review. In addition:

1) Development shall be designed to allow future cross-access to adjacent parcels.

2) At or near the time of development and when right-of-way is available, Laurel Avenue should be improved to County standards to allow for connectivity to the eastern edge of this NAC.

3) Development shall ensure connectivity to Laurel Avenue and Pine Street is maintained. Cross-access easements shall be recorded prior to any Level 2 approval to the parcel and the joint access to Pine Street.

4. Signage: Signage shall be Monument Signage and shell meet the requirements of Section 760 of the Land Development Code.

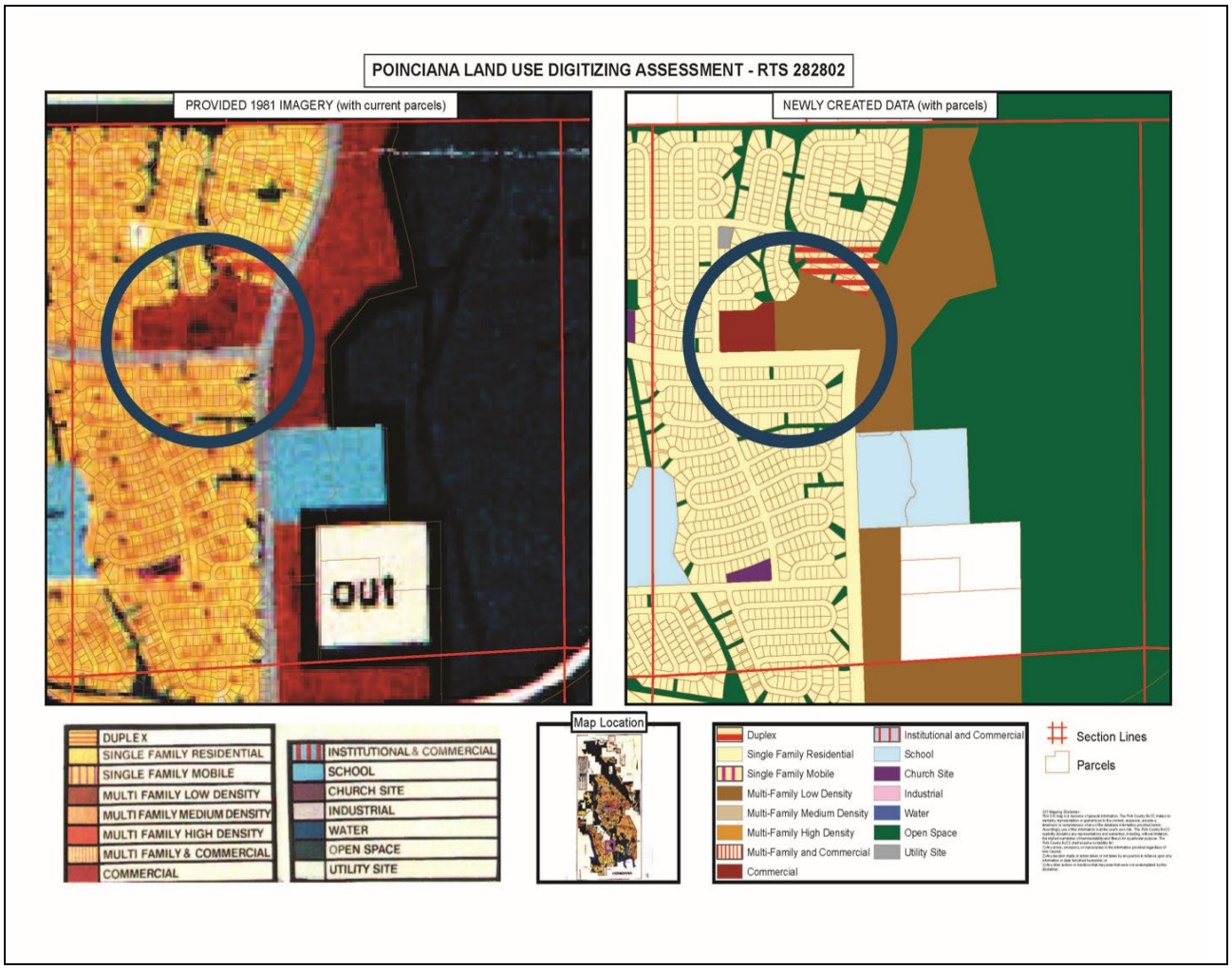
5. Landscaping: To the greatest extent practicable, development shall conserve and utilize existing on-site vegetation to meet the landscape and buffering requirements of Section 720 of the Land Development Code.

6. Buffering: In addition to the requirements contained in the Land Development Code, there shall be a minimum 20-foot-wide Type C buffer along the northern property line. Existing on-site trees and vegetation shall be used to the maximum extent possible within this buffer.

Proposed Text Change



Poinciana Master Plan (Overview)



Poinciana Master Plan (Detailed)

ORDINANCE NO. 26 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2026-4, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, MODIFYING APPENDIX E, SECTION E105 PARCEL SPECIFIC COMPREHENSIVE PLAN AMENDMENTS WITH CONDITIONS. THIS CASE IS RELATED TO LDCPAS 2025-40. THE SUBJECT SITE IS LOCATED ON THE NORTH SIDE OF PINE STREET AND LAUREL AVENUE, EAST SIDE OF MACKEREL ROAD, 3.3 MILES EAST OF THE CITY OF HAINES CITY, IN SECTION 2, TOWNSHIP 28, RANGE 28; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on April 1, 2026; and

WHEREAS, the Board of County Commissioners held two public hearings on May 5, 2026 and May 19, 2026, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: APPENDIX E, Parcel Specific Future Land Use Designation with Conditions, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, shall be amended in the following manner:

Poinciana Commercial Activity Center Plan (ACP) – Parcel Numbers 282802934710147100 – 12.6 ac, and 282802934710147090 – 5.73 ac.

1. Applicability

The provisions and requirements of this Subsection apply to the subject site, the boundaries of which are shown on the Future Land Use Map Series and Land Use District maps, more particularly those depicted in the panel showing Range 28, Township 28, Section 02. The site is legally described as:

POINCIANA NEIGHBORHOOD 4 VILLAGE 7 PB 53 PGS 4-18 TRACT K & W1/2 OF VACATED LAUREL AVE S LYING E OF SAME (282802-934710-147100); and

POINCIANA NEIGHBORHOOD 4 VILLAGE 7 PB 53 PGS 4-18 TRACT J (282802-934710-147090)

2. Permitted Uses

Uses permitted within the boundaries of this NAC shall conform to those found in Table 2.1 Use Table for Standard Land Use Districts.

3. Transportation

a. Access: This ACP shows the general locations of access points to this NAC. They are conceptual and non-binding, with the exact driveway and cross-access location which shall be determined at Level 2 review. In addition:

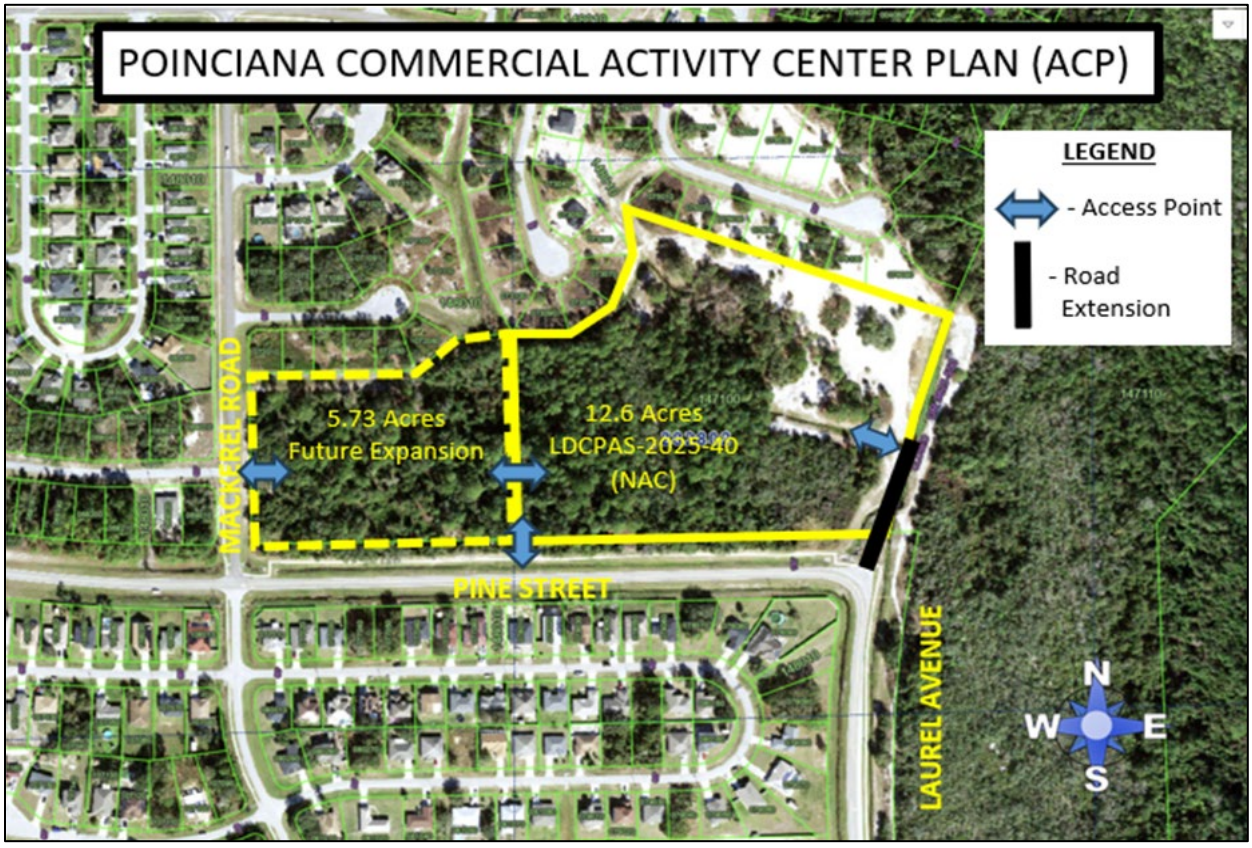
1) Development shall be designed to allow future cross-access to adjacent parcels.
2) At or near the time of development and when right-of-way is available, Laurel Avenue should be improved to County standards to allow for connectivity to the eastern edge of this NAC.
3) Development shall ensure connectivity to Laurel Avenue and Pine Street is maintained. Cross-access easements shall be recorded prior to any Level 2 approval to the parcel and the joint access to Pine Street.

4. Signage: Signage shall be Monument Signage and shell meet the requirements of Section 760 of the Land Development Code.

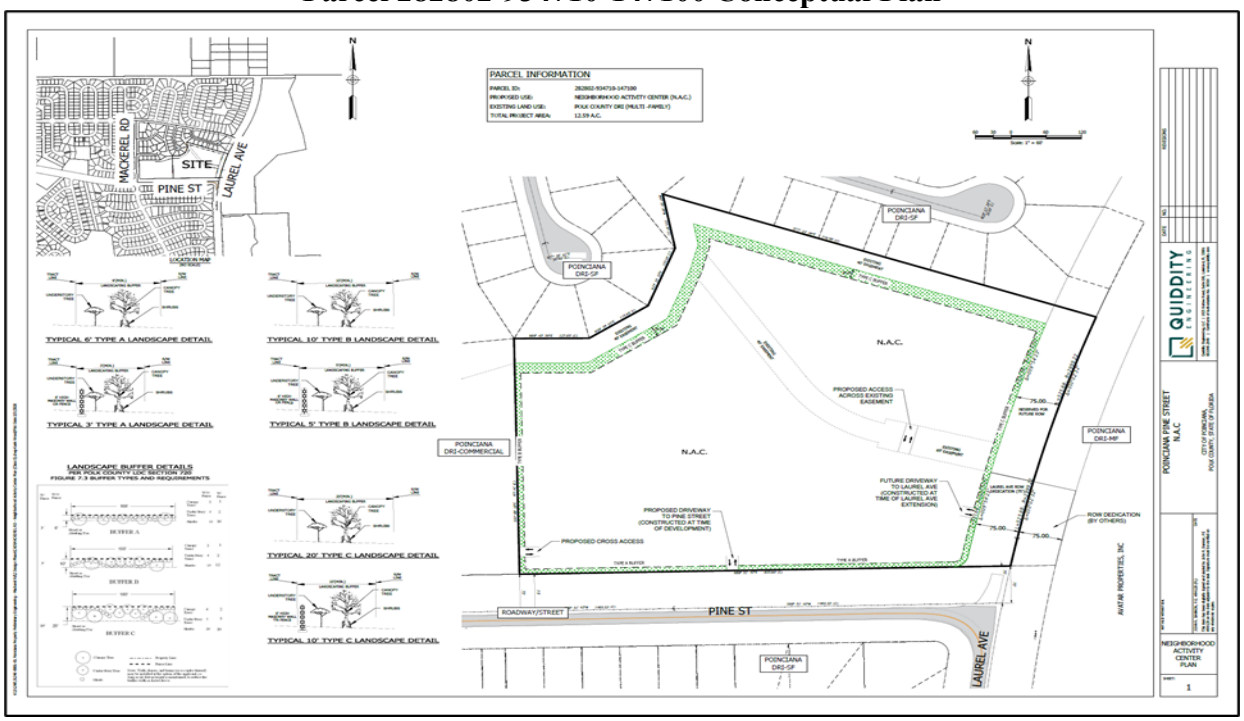
5. Landscaping: To the greatest extent practicable, development shall conserve and utilize existing on-site vegetation to meet the landscape and buffering requirements of Section 720 of the Land Development Code.

6. Buffering: In addition to the requirements contained in the Land Development Code, there shall be a minimum 20-foot-wide Type C buffer along the northern property line. Existing on-site trees and vegetation shall be used to the maximum extent possible within this buffer.

Poinciana Commercial Activity Center Plan



Parcel 282802-934710-147100 Conceptual Plan



SECTION 2: SEVERABILITY

If any provisions of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 3: EFFECTIVE DATE

This ordinance shall be effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA THIS 19th DAY OF MAY 2026.

PETERSON & MYERS, P.A.
ATTORNEYS AT LAW • SINCE 1948

TELEPHONE
(863) 683-6511

P.O. BOX 24628
LAKELAND, FLORIDA 33802-4628

FAX
(863) 904-1335

HERITAGE PLAZA
225 EAST LEMON STREET, SUITE 300
LAKELAND, FLORIDA 33801

www.PetersonMyers.com

February 5, 2026

Polk County
Land Development Division
330 W. Church Street
Bartow, FL 33830

Re: Titan Land Company LLC
Application Submittal – LDC Text Amendment – Poinciana NAC

To Whom it May Concern:

On behalf of Titan Land Company LLC, Peterson & Myers, P.A. ("P&M") is transmitting this application submittal for a Land Development Code Text Amendment to allow convenience center uses on property situated on +/-12.6 acres of land situated north of Pine Street and Laurel Avenue, and east of Mackerel Road. More specifically, the applicant is requesting a LDC text amendment to Appendix E to add property specific references and establish an Activity Center Plan relating to a request for a Small Scale Future Land Use change to Neighborhood Activity Center (NAC) (LDCPAS-2025-40).

The following items are included for your convenience:

1) Level 4 Application
2) Owner's Authorization
3) Demonstration of Need and Justification
4) Consistency Analysis
5) Impact Assessment Statement
6) Proposed LDC Text Amendment
6) Figures

Thank you for the opportunity to submit the attached application submittal. If you have questions concerning the application, please call or email me at ballen@petersonmyers.com.

Sincerely,
PETERSON & MYERS, P.A.

Bart Allen

John B. ("Bart") Allen

Enclosures

POLK COUNTY
www.polk-county.net

LEVEL 4
LAND DEVELOPMENT CODE COMPREHENSIVE PLAN AMENDMENT APPLICATION

Office of Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
Phone (863)534-6792
FAX (863) 534-6407

TYPE OF AMENDMENT

Land Development Code (✓) **Text** ( ) **Sub-district**

Comprehensive Plan ( ) **Text** ( ) **Large Scale Map** ( ) **Small Scale Map**

Is property in a Selected Area Plan (SAP) ( ) **Yes** (✓) **No**

SAP Name _____

Pre Application Project # _____ **(Required)**

	Owner	Applicant	Contact Person
Name	Titan Land Company LLC	Peterson & Myers, P.A.	John B. (Bart) Allen
Work Number		863-683-6511	(863) 683-6511
Fax Number			(863) 682-8031
Mailing Address	15575 Enstrom Road, Wellington, Florida 33414	225 E Lemon Street, Lakeland, Florida 33802	PO Box 24628 Lakeland, FL 33802-4628
Email		ballen@petersonmyers.com	ballen@petersonmyers.com

If additional contacts, please list on a separate sheet and submit with application.

Brief Description Request *(No more than 250 characters)*:

The applicant is requesting a LDC text amendment to Appendix E to add property specific references to establish an Activity Center Plan relating to a request for a Future Land Use change to Neighborhood Activity Center (NAC) (LDCPAS-2025-40).

Request **From:** _____ Land Use/Sub-District

To: _____ Land Use/Sub-District

Acreage: 12.60

	Range - Township - Section	Subdivision #	-	Parcel #
Parcel ID Number(s):	R 28 T 28 S 02	934710	-	147100 .
	(Include others on a separate attachment)			
	R T S		-	.
	R T S		-	.
	R T S		-	.

Address and Location of Property:

Address:
Mackerel Rd, Poinciana, FL 34759

Location: The subject parcel is located at the intersection of Pine Street and Laurel Avenue.

Water Provider Name and Phone Number: Toho Water Authority (407-944-5042) .

Sewer Provider Name and Phone Number: Toho Water Authority (407-944-5042) .

( ) Yes (✔) No Is the property located in the Green Swamp Area of Critical State Concern? *(If yes, a Green Swamp Impact Assessment Statement must be submitted with this application.)*

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

Pre-DRI Vacant Residential/ Misc. Common Imp. Elements/Areas **NW**	Pre-DRI Vacant Residential **N**	Pre-DRI Vacant Residential **NE**
Pre-DRI Unplatted Land **W**	Pre-DRI Unplatted Land **Subject Property**	Pre-DRI Unplatted Land **E**
Pre-DRI Single Family Residential/Common Area **SW**	Pre-DRI Single Family Residential/Common Area **S**	Pre-DRI Unplatted Land **SE**

Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.

I, John B. ("Bart") Allen (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.

Property owner or property owner's authorized representative.

02/05/2026
Date:

Agent Authorization Letter

Date: February 4, 2026

Agent for Titan Land Company LLC

To whom it may concern,

I, Domingo Sanchez as the Managing Member of Titan Land Company LLC, the owner of the property identified and legally described as:

See EXHIBIT A attached hereto

do hereby designate and authorize John B. "Bart" Allen of Peterson & Myers, P.A. to act on our behalf, as authorized agent, applicant, and representative and to process and furnish information in support of any application including signing on behalf, as our agent, all application forms and other documents necessary to obtain non-residential development approvals of the referenced Property with Polk County, the Florida Department of Environmental Protection, Toho Water Authority, and Florida Department of Transportation.

By: _____

Print Name: Domingo Sanchez

Title: Managing Member

STATE OF ~~FL~~ GR FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 4 day of February 2025, by Domingo Sanchez, who is personally known to me or produced a driver's license by means of ✓ physical presence or ____online notarization as identification and who did not take an oath.

Gabriel Rodriguez III
Notary Public
Notarial Seal and Commission
Expiration Date

GABRIEL RODRIGUEZ III
MY COMMISSION # HH 586535
EXPIRES: August 25, 2028

EXHIBIT A

Tract K of POINCIANA NEIGHBORHOOD 4, VILLAGE 7, according to the plat thereof, as recorded in Plat Book 53 at Pages 4 through 18, inclusive, of the Public Records of Polk County, Florida; together with the West ½ of vacated Laurel Avenue South lying East of said tract.

Parcel ID Number:

1. 28-28-02-934710-147100

Demonstration of Need

POLICY 2.102-A11: URBAN SPRAWL CRITERIA - In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment:

a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need.

ANALYSIS: *The Proposed Request is a land use change to support existing residents. The Applicant has submitted data demonstrating that the minimum population support within a three (3) mile radius is 27,591. The Comprehensive Plan requires minimum population support of over 10,000 people within a four (4) miles radius to reduce separation requirements from an activity center. The population support of 27,591 people within a three (3) mile radii provides ample support for the establishment of a NAC district in the area.*

b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

ANALYSIS: *The Proposed Request allows for the development of a corner lot that has failed to develop consistently with the surrounding neighborhood. In addition, the Proposed Request will alleviate concerns of leapfrog development patterns by encouraging the use of a vacant parcel.*

c. Promotes, allows or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

ANALYSIS: *The Proposed Request does not promote radial, strip isolated or ribbon patterns. [See Poinciana Master Plan; see also Polk County Future Land Use Map].*

d. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as, wetlands, floodplains, native vegetation, environmentally sensitive areas, natural shorelines, beaches, bays, estuarine systems, and other significant natural systems.

ANALYSIS: *The Subject Property is located in an area with existing residential development. In addition, the Subject Property does not appear to have any wetlands and is located outside of the 100-year flood zone in Zone "X". [See General Location Map; see Wetlands Map; see FEMA Map].*

e. Fails to adequately protect adjacent agricultural areas and activities including silviculture and active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

ANALYSIS: *The Subject Property does not adversely impact agriculture.*

f. Fails to maximize use of existing public facilities and services.

ANALYSIS: *The Subject Property is located in the Toho Water Authority Utility Service Area. The Applicant will be required to coordinate with the Toho Water Authority for the provision of centralized sewer and water.*

g. Fails to minimize the use of future public facilities and services.

ANALYSIS: *The Subject Property is located in the Toho Water Authority Utility Service Area. The Applicant will be required to coordinate with the Toho Water Authority for the provision of centralized sewer and water.*

h. Allows for land use patterns or timing which will disproportionately increase the cost in time, money and energy, of providing public facilities and services including roads, potable water, sanitary sewer, stormwater management, law enforcement education health care, fire and emergency response, and general government.

ANALYSIS: *There are no anticipated offsite improvements required for the development of the Subject Property. The Applicant will conduct a traffic study prior to site plan approval. In addition, there are no anticipated negative impacts on public facilities in general.*

i. Fails to provide a clear separation between urban and rural uses.

ANALYSIS: *The Subject Property is not located adjacent to rural uses. Notably, the Subject Property is located in an area that has predominantly been developed as platted and master planned residential communities.*

j. Discourages or inhibits in-fill development or redevelopment of existing neighborhoods and communities.

ANALYSIS: *The Subject Property is an undeveloped lot located on two urban collector roads. As such, the Proposed Request does not discourage in-fill development or redevelopment.*

k. Fails to encourage an attractive and functional mix of land uses.

ANALYSIS: *Disrupting the pattern of single-use development will ultimately provide current and future residential developments in the area with access to the*

services typical of a NAC district, while creating an attractive, functional mix of uses and avoiding sprawl.

l. Results in poor accessibility among linked or related land uses.

ANALYSIS: *The Subject Property is consistent with the locational requirements of a NAC district contained in the Polk Comprehensive Plan. In addition, the location of the Subject Property adjacent to two urban collector roads makes the location accessible to surrounding residential communities. In addition, the Activity Center Plan contemplates eventual buildout of Laurel Avenue north to the Subject Property in order to provide access. The Activity Center Plan also contemplates eventual cross access to the western parcel in the event the parcel chooses to expand into the Activity Center Plan.*

m. Results in the loss of a significant amount of functional open space.

ANALYSIS: *The Subject Property's location at the intersection of two urban collector roads is not a prime location for open space. In addition, there is ample unplatted land to the east and west of the Subject Property.*

Impact Assessment Statement

A. Land and Neighborhood Characteristics: to assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

As detailed in the Consistency Analysis, establishing a NAC district at Laurel Avenue and Pine Street satisfies the Polk County Comprehensive Plan criteria for Activity Centers. The Subject Property's size, location, and current lack of development make a NAC designation the most logical land use. This change will benefit the community by offering residents convenient access to typical neighborhood services, thereby shortening trip times.

2. Provide a site plan showing each type of existing and proposed land use;

See attached Future Land Use Map. At this time a site plan does not exist for the Subject Property.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

The landscaping and buffering required by the Polk County Land Development Code adequately ensures that the proposed request is compatible with adjacent uses and entitlements in the area. The applicant will take any and all reasonable and necessary steps to minimize impacts to the properties surrounding the requested land use map amendment.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;

The majority of the area surrounding the proposed site has been developed for residential uses. The proposed request will ultimately provide current and future residential developments in the area with access to the services typical of a NAC district, while creating an attractive, functional mix of uses.

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses;

d. The total area proposed for each type of use, including open space and recreation

The Property is not within a Planned Development. Any development of the Property would be consistent with the Polk County Land Development Code, the Polk County Comprehensive Plan, and proposed site specific development criteria.

B. Access to Roads and Highways: to assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

The following analysis is intended to provide a rough estimate for traffic stemming from the Proposed Request. A Traffic Impact Analysis will be provided prior to site plan approval and on an as needed basis.

12.6+/-acres (49,223 sf) X .70 FAR = 434,146.86

AADT: *434 X 59.07 AADT X 76% =* ***19,484 Trips***

PM Peak Hour: *434 X 8.79 AADT X 76% =* ***2,899 Trips***

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

Driveway or offsite improvements, if any, will be identified and fully addressed at Level 2.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

The proposed development shall provide the requisite number of parking spaces required by the Polk County Land Development Code, which will be determined at Level 2 based on the actual square footages of the buildings constructed.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

The property abuts Laurel Avenue and Pine Street. Both roads are classified as Urban Collector Roads. It is anticipated that minor transportation improvements will be required for ingress/egress of the site in accordance with applicable county standards. The specific methods of access will be fully addressed at Level 2. In addition, the Activity Center Plan contemplates access stemming from the east of the Subject Property, and contemplates future development on the parcel to the west of the Subject Property.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

The Subject Property will be primarily automobile oriented. Pedestrian access through sidewalks is also a mode of transportation that has been considered by the Applicant.

C. Sewage: to determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

The actual volume of sewage to be generated by the proposed site is unknown at this time. Site-specific information on waste generation will be fully addressed at Level 2. However, based on industry factors, the estimated Sewage in GPD would be:

FAR of 0.25 x (12.6 acres x 43,560 Sq. Ft.) = 137,214 Sq. Ft

137,214 Sq Ft x 0.15 GPD/Sq. Ft. = 20,582 GPD

20,582 GPD x 80% = ***16,465 GPD***

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

The Property will connect to existing public utilities from the Toho Water Authority.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

Any proposed system will be designed in accordance with applicable and appropriate rules and regulations.

4. Identify the service provider; and

The Property will connect to existing public utilities from the Toho Water Authority.

5. Indicate the current provider's capacity and anticipated date of connection.

Capacity and the date of connection will be addressed with the Toho Water Authority.

D. Water Supply: to determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

The Property will connect to existing public utilities from the Toho Water Authority.

2. Identify the service provider;

The Property will connect to existing public utilities from the Toho Water Authority

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

The actual volume of water consumption to be generated by the proposed site is unknown at this time. Site-specific information on water consumption will be fully addressed at Level 2. However, based on industry factors, the estimated water consumption in GPD would be:

FAR of 0.25 x (12.6 acres x 43,560 Sq. Ft.) = 137,214 Sq. Ft

137,214 Sq Ft x 0.15 GPD/Sq. Ft. = ***20,582 GPD***

4. Indicate the current provider's capacity and anticipated date of connection

Capacity and the date of connection will be addressed with the Toho Water Authority.

E. Surface Water Management and Drainage: to determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

The stormwater management system for the project site will be designed to meet regulatory requirements that will ensure adequate BMPs are instituted. The property does not have any areas of concern and surface water quality will not be negatively impacted by the development.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

There does not appear to be any state or federal jurisdictional wetlands or surface water features located within the project site.

3. Describe the impact of such alterations on the fish and wildlife resources of the site;

Based on the available GIS information, there are no state or federally jurisdictional wetland or surface water features or other bodies of open water identified within the project site. No significant impact to existing wildlife resources is anticipated from the project.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

No change is anticipated.

F. Population: to determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

Indeterminable at this time.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

Indeterminable at this time.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

Indeterminable at this time.

4. Describe the proposed service area and the current population thereof.

The Proposed Request will act to provide neighborhood activity center uses to residential developments in the area. The Applicant has submitted data demonstrating that the minimum population support within a three (3) mile radius of the Subject Property is 27,591. [See Demographic and Income Profile]. Such data demonstrates that the Proposed Request will not be in excess of demonstrated need and is consistent with the Comprehensive Plan.

G. General Information: to determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

The proposed future land use map amendment would allow for the proposed development to provide neighborhood activity center uses in area that is predominantly single-use residential.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

None.

b. Educational Facilities (preschool/elementary/middle school/high school);

None.

c. Health Care (emergency/hospital);

No impact to health care is anticipated.

d. Fire Protection;

The nearest fire protection is Polk County Fire Rescue Station 46 (9500 Marigold Ave, Kissimmee, FL 34759).

e. Police Protection and Security; and

The nearest police protection and security is Polk County Sheriff's Office Ridge District Station (9500 Marigold Avenue, Poinciana, FL 34759).

f. Electrical Power Supply

Electrical service will be provided by Duke Energy.

H. Maps: the following maps shall accompany all Impact Assessment Statements:

Map A: A location map showing the relationship of the development to cities, highways, and natural features;

See attached Location Map w/ Roads.

Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

See attached F.E.M.A. Map.

Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

See attached Future Land Use Map and Poinciana Master Plan.

Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

See attached Soils Map

Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

See attached Location Map w/ Roads.

Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

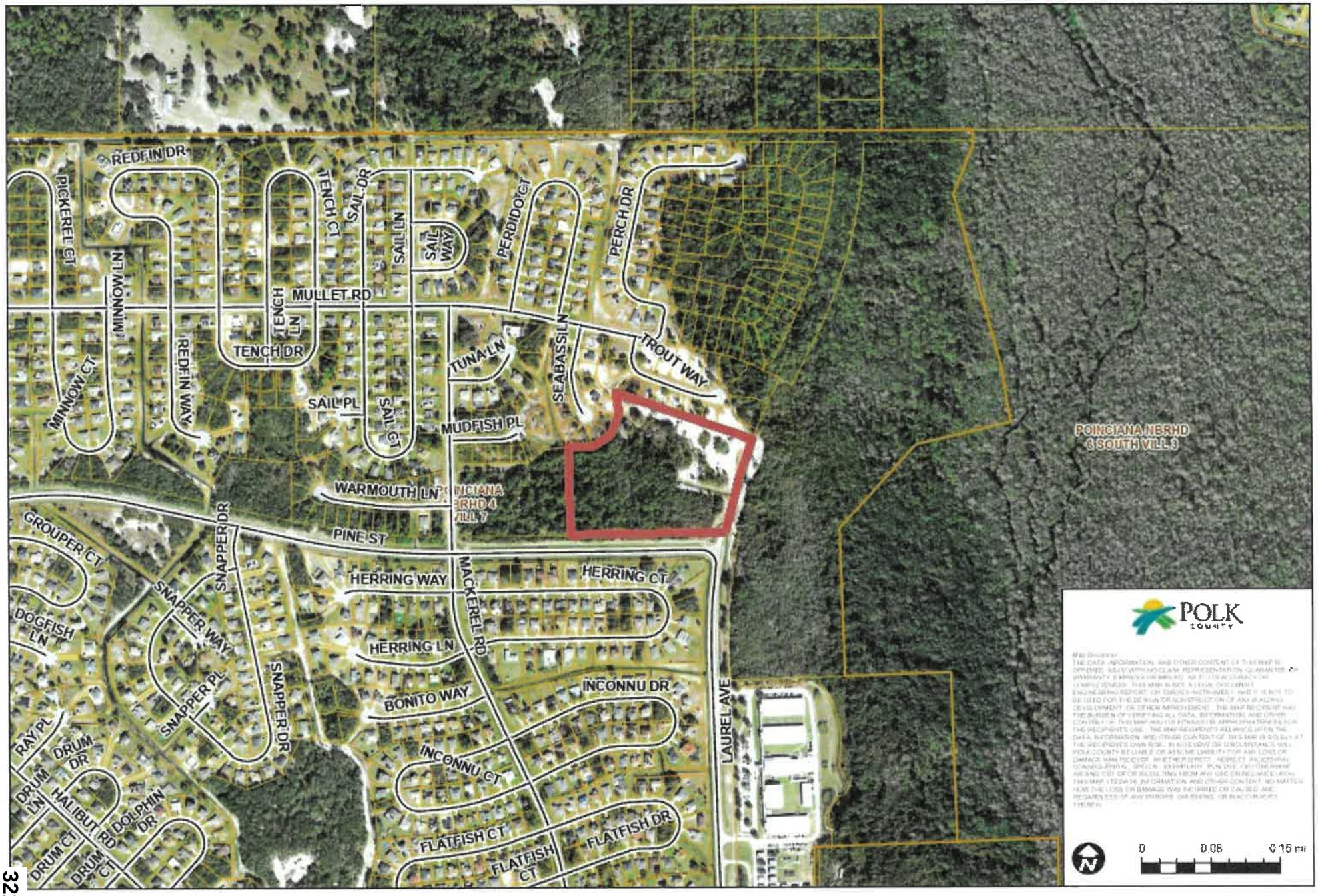
The Proposed Request is to establish an ACP only.

Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

The Proposed Request is to establish an ACP only.

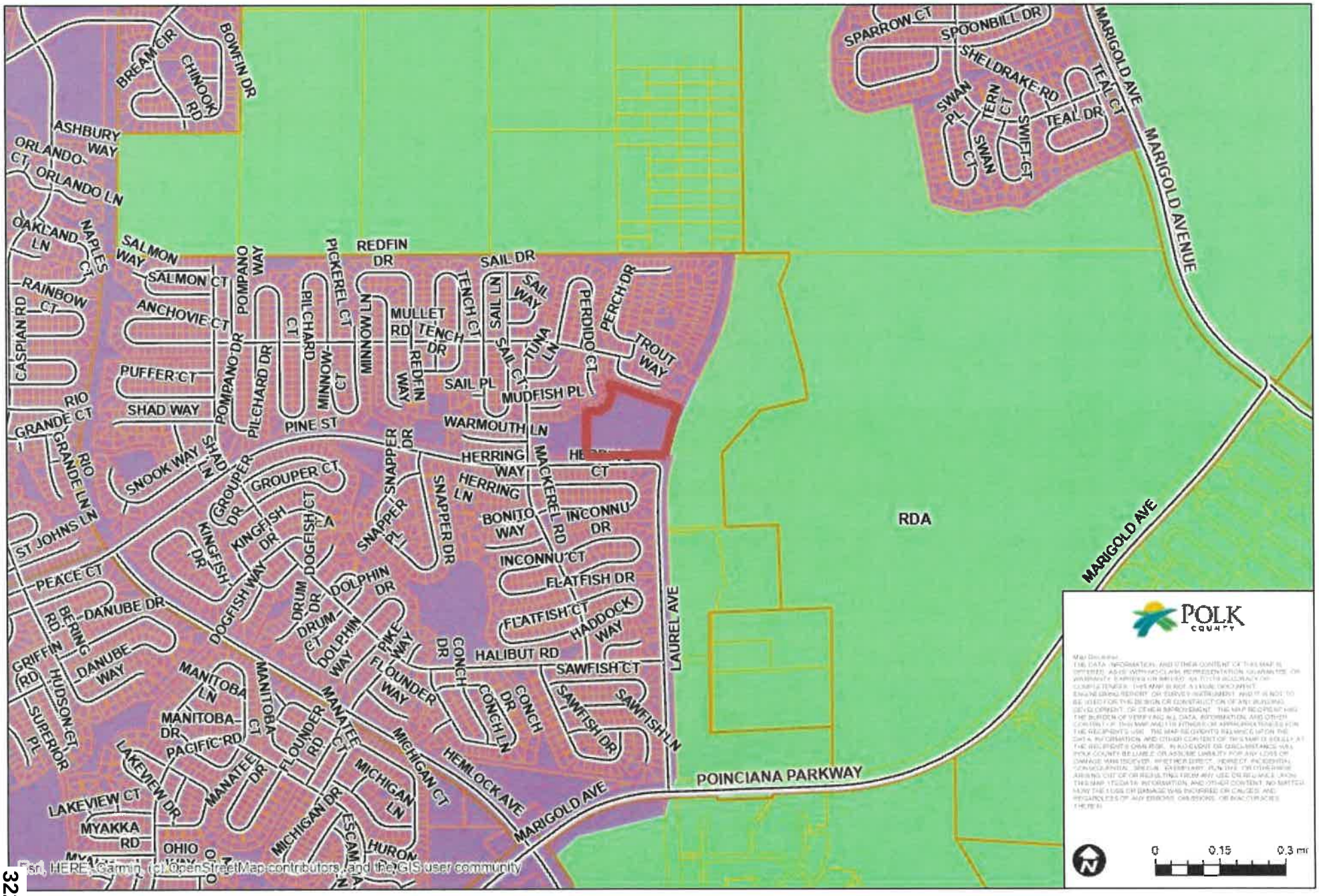
December 5, 2025

Location Map w/ Roads



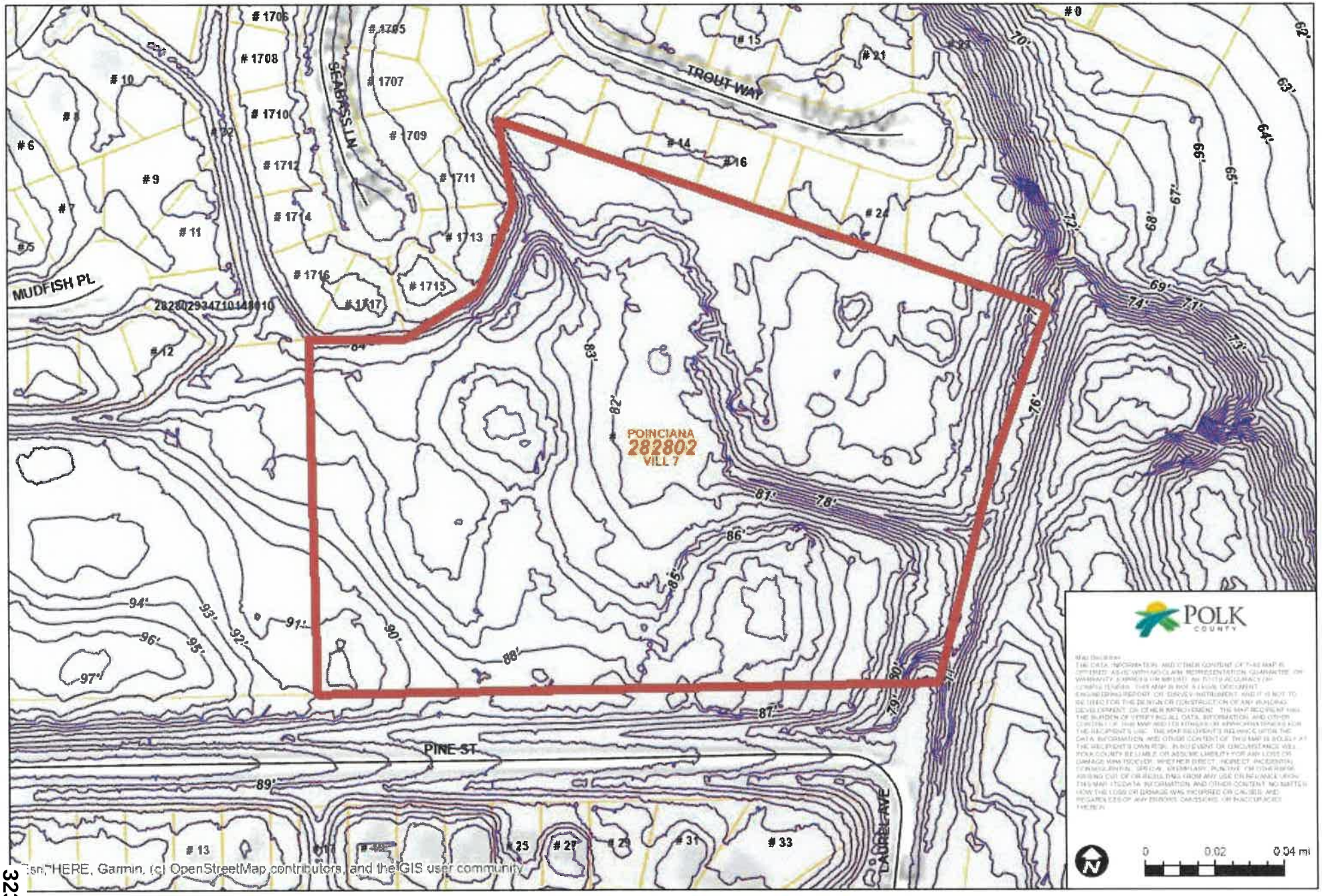
December 5, 2025

Development Area Map

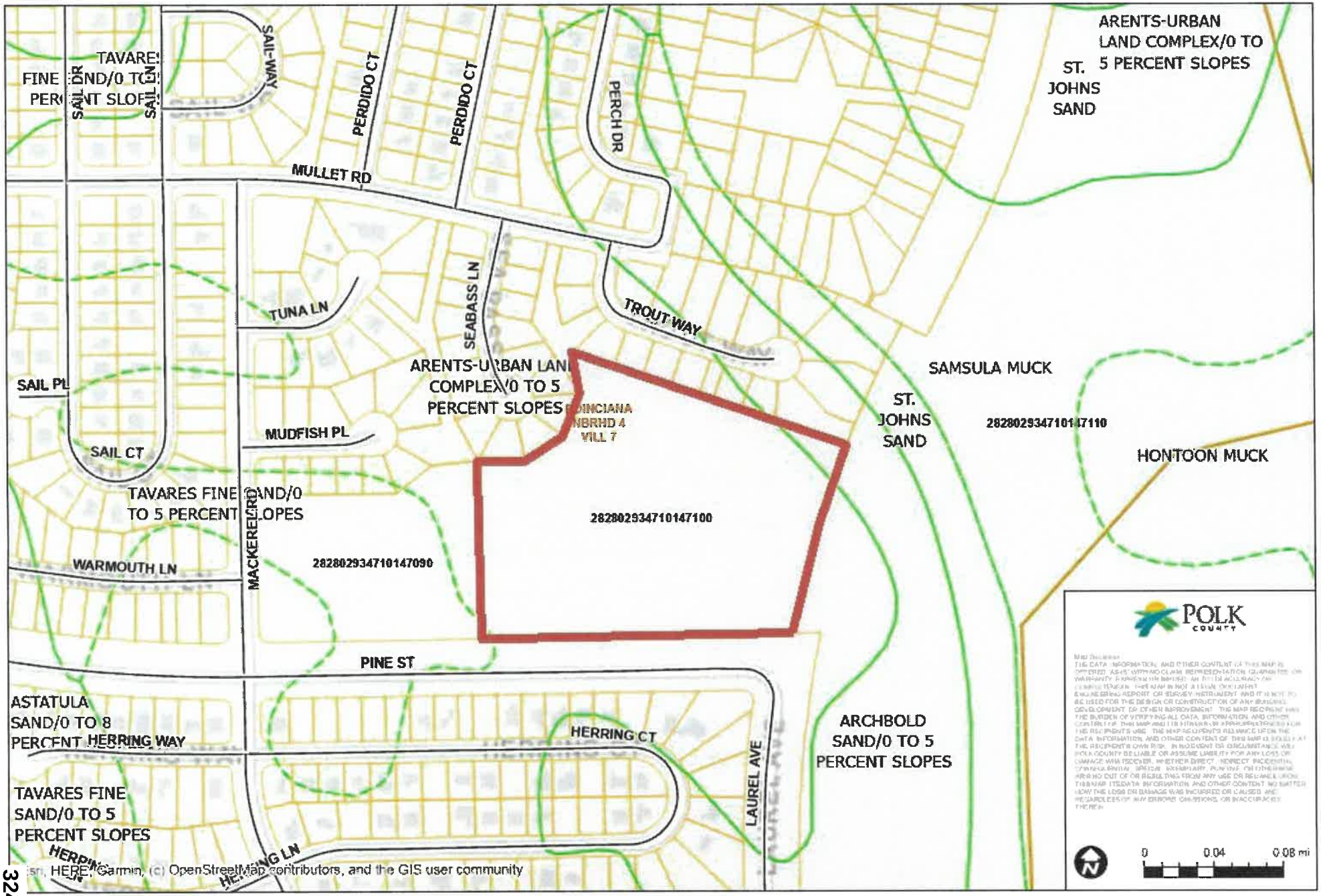


December 5, 2025

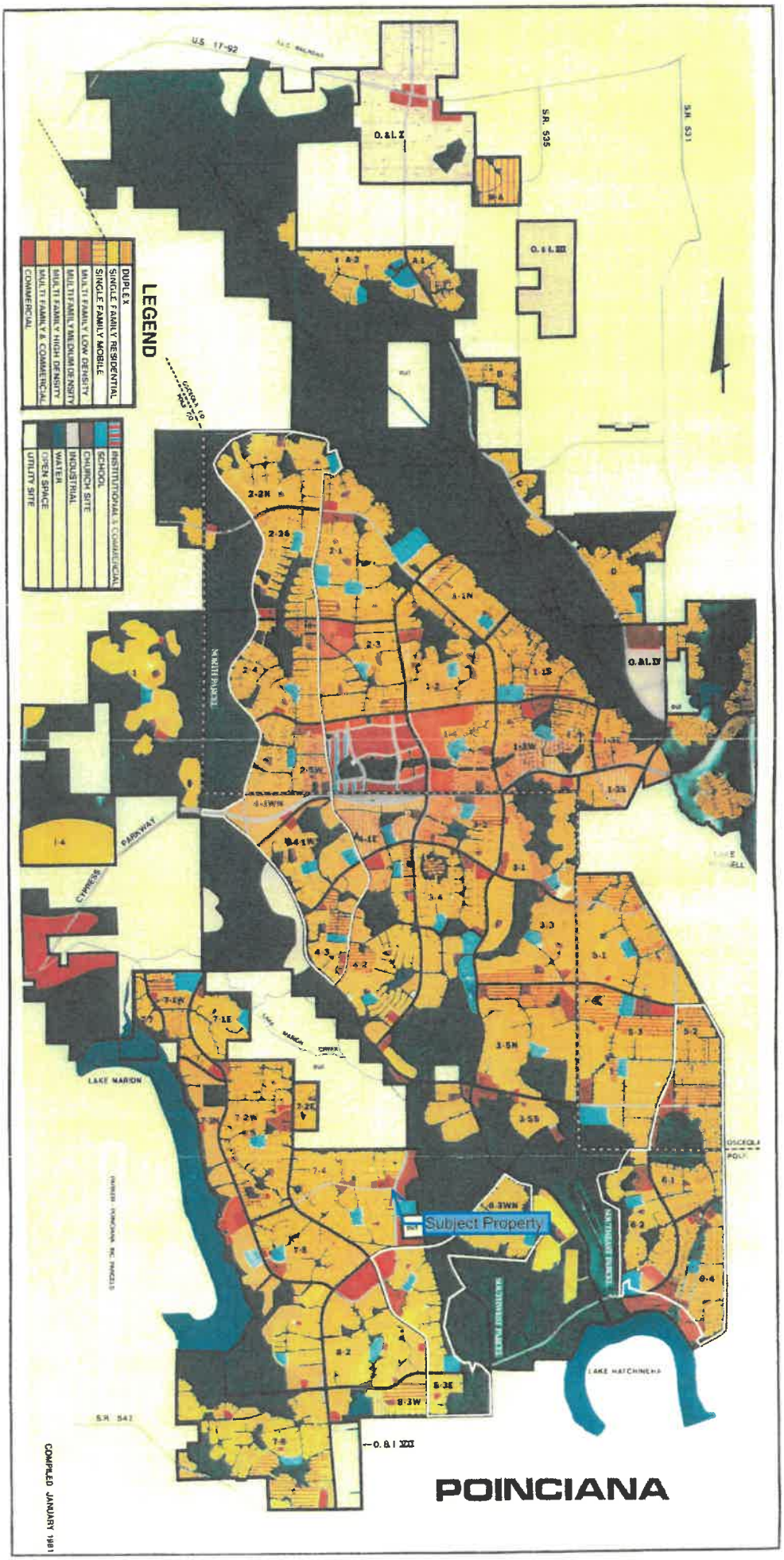
Topographical Map



Soils Map


ARENTS-URBAN
LAND COMPLEX/0 TO
5 PERCENT SLOPES
ST.
JOHNS
SAND
SAIL-WAY
PERDIDO CT
PERDIDO CT
PERCH DR
MULLET RD
SEABASS LN
TUNA LN
TROUT WAY
SAIL PL
SAIL CT
MUDFISH PL
ARENTS-URBAN LAND
COMPLEX/0 TO 5
PERCENT SLOPES
SAMSULA MUCK
ST.
JOHNS
SAND
282802934710147110
HONTOON MUCK
TAVARES FINE SAND/0
TO 5 PERCENT SLOPES
282802934710147100
MACKEREL RD
282802934710147090
WARMOUTH LN
PINE ST
ASTATULA
SAND/0 TO 8
PERCENT
HERRING WAY
HERRING CT
LAUREL AVE
ARCHBOLD
SAND/0 TO 5
PERCENT SLOPES
TAVARES FINE
SAND/0 TO 5
PERCENT SLOPES
POLK
COUNTY
0
0.04
0.08 mi
HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Poinciana Master Plan



Pine Street & Laurel Avenue Activity Center Plan – Parcel Number 282802-000000-147100

1. Activity Center Plan (ACP) Applicability

The provisions and requirements of this Subsection apply to the parcels located in Poinciana north of Pine Street and Laurel Avenue, and east of Mackerel Road as shown in the ACP. It is intended to apply within the existing NAC boundary and serve as a guide for future expansions and access management.

2. Permitted Uses

Uses permitted within the boundaries of this NAC shall conform to those found in Table 2.1 Use Table for Standard Land Use Districts.

4. Transportation

a) Access: This ACP shows the general locations of access points to this NAC. They are conceptual and non-binding, with the exact driveway and cross-access location shall be determined at Level 2 review. In addition:

1) Development shall be designed to allow future cross-access to adjacent parcels.

2) At or near the time of development, Laurel Avenue should be improved to County and FDOT standards to allow for connectivity to the eastern edge of this NAC.

3) Development shall ensure connectivity to Laurel Avenue and Pine Street are maintained.

5. Signage: Signage shall be Monument Signage and shell meet the requirements of Section 760 of the Land Development Code.

6. Landscaping: To the greatest extent practicable, development shall conserve and utilize existing on-site trees to meet the landscape and buffering requirements of Section 720 of the Land Development Code

Agenda Item O.1. 5/5/2026

SUBJECT

Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Woodview Drive, Near Polk City. (estimated $20,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Woodview Drive. Woodview Drive is located in the Polk City area in S-1, T-27S, R-24E, and is classified as a Local Residential road.

Staff conducted traffic studies on Woodview Drive, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of Four Traffic Calming Devices (Speed Humps) on Woodview Drive. Cost for installation of the traffic calming devices is estimated at $20,000.00.

FISCAL IMPACT

Funding is budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

Woodview Drive (Road Number 740103); from Hammock Loop to Dead End North. Located in S-1, T-27S, R-24E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Woodview Drive qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Woodview Drive were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Woodview Drive to have four traffic calming devices installed between Hammock Loop and Country Trails Drive.

Adopted in Regular Session duly assembled this 5th day of May 2026.

Attest:
Stacy M. Butterfield, Clerk

By:_____
Deputy Clerk

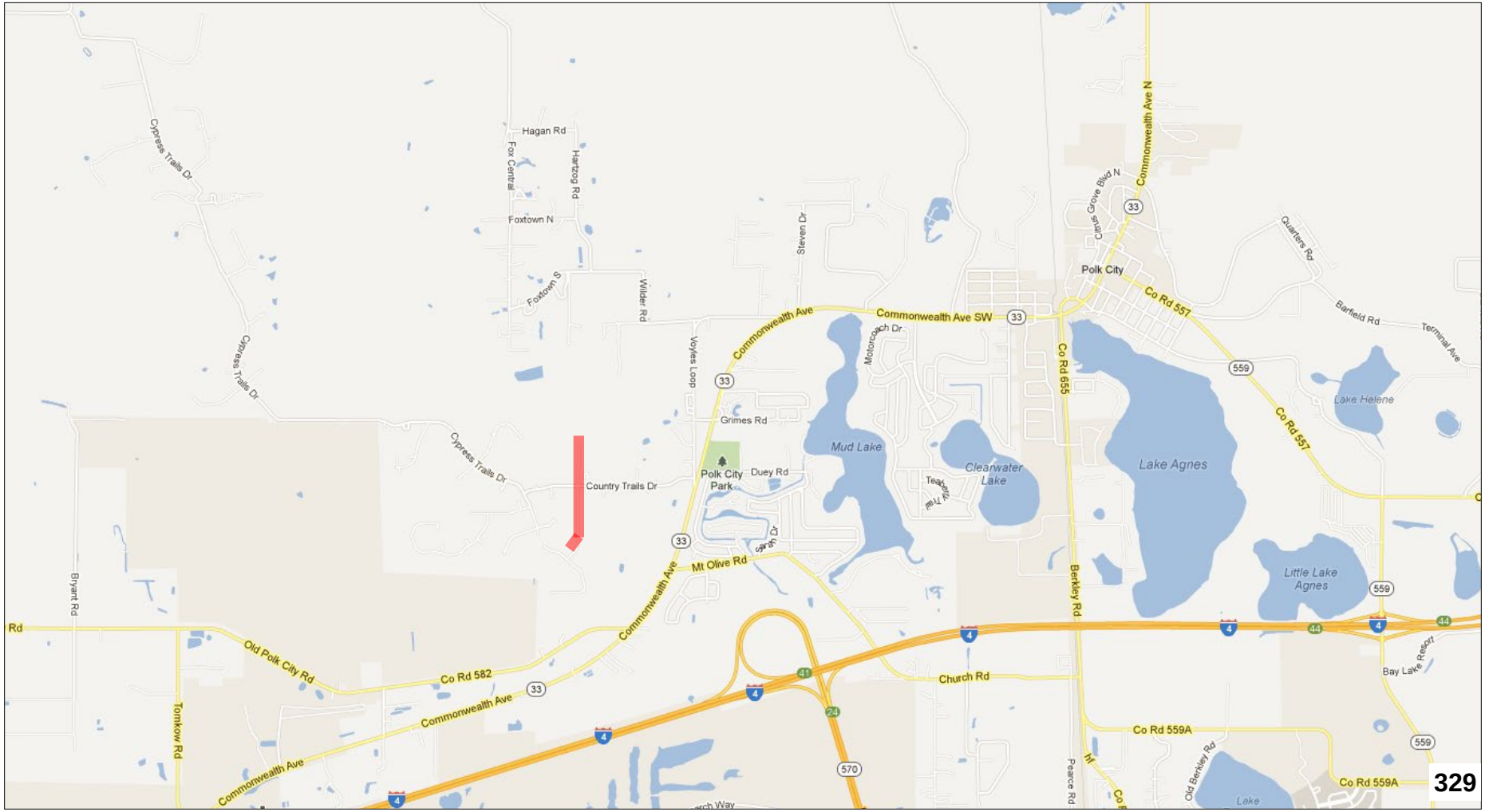
Board of County Commissioners
Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair

Woodview Dr (Polk City Area)

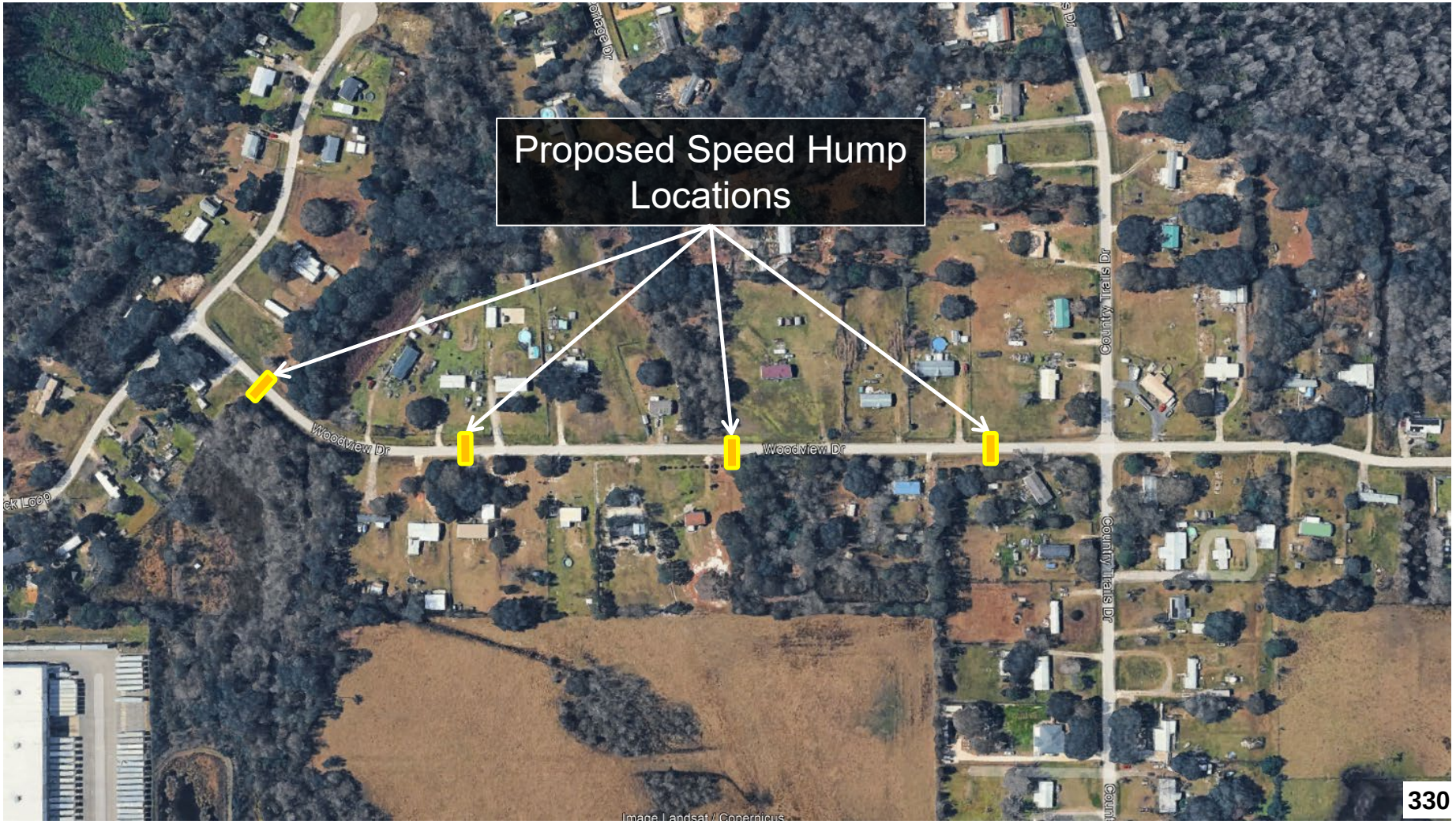
Request for Traffic Calming Devices

Vicinity Map



Woodview Dr (Polk City Area)

Traffic Calming Plan



Agenda Item O.2. 5/5/2026

SUBJECT

Public Hearing to consider adoption of an ordinance amending Ordinance 21-006, the Economic Development Ad Valorem Tax Exemption for Agro-Iron, LLC.

DESCRIPTION

On January 19, 2021, the Board adopted Ordinance No. 21-006 establishing an exemption from certain ad valorem taxation for an expanding business, Agro-Iron, LLC, in Polk County. The County and the company also entered into a related Ad Valorem Tax Exemption Performance Agreement on the same date to ensure the company's fulfillment of its obligations under the Ordinance. The Exemption Period, as defined in both the Ordinance and the Performance Agreement, was to run for seven (7) years, from Tax Year 2026 through Tax Year 2032.

Due to unforeseen delays caused by significant change in Florida's citrus industry, Agro-Iron, LLC has requested that its Exemption Period be delayed by two (2) years, to commence in Tax Year 2028 and run through Tax Year 2034. Because of the length of time that has passed since the County's initial approval of the Agro-Iron Exemption in 2021 and the increase to the reported average annual wage for Polk County since that time, the company has agreed to increase the average annual wage required to be paid under its Performance Agreement with the County to $63,978, which is 115% of the 2026 reported average annual wage for Polk County. Said delay to the Exemption Period and increase to the wage requirement is reflected in the proposed First Amendment to Performance Agreement between the County and the Company.

A public hearing is required to consider adoption of an ordinance amending Ordinance 21-006 and the related First Amendment to Performance Agreement.

RECOMMENDATION

(1) Adopt ordinance amending Ordinance 21-006, the Economic Development Ad Valorem Tax Exemption for Agro-Iron, LLC, and (2) approve, and authorize the Chair to execute, the related First Amendment to the Performance Agreement between the parties.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6437

Ordinance No. 2026-____

An ordinance amending Polk County Ordinance 2021-006, the Economic Development Ad Valorem Tax Exemption for Agro-Iron, LLC; amending the definition of Exemption Period; amending the effective date of the Agro-Iron Tax Exemption; amending the expiration date of the Ordinance; increasing the average annual wage to be paid in order to qualify for the Agro-Iron Tax Exemption each year of the Exemption Period; providing for severability; and providing an effective date.

Whereas, on January 19, 2021, the Board of County Commissioners (the "Board") adopted Ordinance 2021-006 (the "Ordinance") granting an Economic Development Ad Valorem Tax Exemption to Agro-Iron, LLC (the "Company") pursuant to Ordinance 2013-017, the Polk County Economic Development Ad Valorem Tax Exemption Ordinance, as amended; and

Whereas, the Exemption Period was initially defined in the Ordinance as seven (7) tax years commencing with Tax Year 2026 through Tax Year 2032; and

Whereas, the Company has been delayed in the construction of improvements and purchase of equipment as specified in Section 4.c. of the Ordinance and in the Application, and has requested that the Exemption Period be delayed by two years; and

Whereas, due to the length of time that has passed since the Board's initial approval of the Ordinance in 2021 and the increase to the reported average annual wage for Polk County since that time, the Company has agreed to increase the average annual wage required to be paid under the Ordinance to qualify for the Exemption, which increased rate better aligns with current wage rates for the area.

Whereas, the Board hereby agrees to amend the Ordinance to adjust the dates of the Exemption Period during which the Company is eligible to receive the Exemption, amend the average annual wage requirement to be paid thereunder, amend the effective date of the Exemption, and amend the expiration date of the Ordinance.

Now therefore, be it ordained by the Board of County Commissioners of Polk County, Florida, that:

1. The recitals above are true and correct and are fully incorporated herein. Capitalized terms not otherwise defined herein have the meaning ascribed in the Ordinance.

2. Article III, Section 2, of the Ordinance is hereby amended and restated in its entirety as follows: “The Agro-Iron Exemption shall be for a period of seven (7) tax years (the “Exemption Period”) commencing with Tax Year 2028 through Tax Year 2034.”

3. Article VI of the Ordinance is hereby amended and restated in its entirety as follows: “The exemption granted herein shall automatically expire on December 31, 2034 and shall no longer be in force or effect thereafter.”

4. The second sentence of Article VII of the Ordinance is hereby amended and restated in its entirety as follows: “The exemption granted herein shall take effect commencing with Tax Year 2028.”

5. Notwithstanding Section 4.b of the Ordinance referencing the 2020 average annual wage for Polk County, the Agro-Iron Exemption is hereby conditioned upon the Company entering into an amendment to the Performance Agreement whereby the Company agrees to create, by the end of the third (3rd) year of the Exemption Period, at least twenty-five (25) new full-time jobs in Polk County, paying an average annual wage equal to or in excess of $63,978, which is 115% of the 2026 reported average annual wage for Polk County.

6. If any clause, section or provision of this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of this ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

7. A certified copy of this ordinance shall be filed in the Department of State by the Clerk of the Board within ten (10) days after enactment by the Board and the ordinance shall take effect as provided by law.

DULY ADOPTED in regular session, this 5th day of May, 2026.

BOARD OF COUNTY COMMISSIONERS

OF POLK COUNTY, FLORIDA

BY: _____

Martha Santiago, Ed. D., Chair

ATTEST:

_____

Clerk

(SEAL)

FIRST AMENDMENT TO

AD VALOREM TAX EXEMPTION PERFORMANCE AGREEMENT BETWEEN POLK COUNTY AND AGRO-IRON, LLC.

THIS FIRST AMENDMENT ("Amendment") is hereby entered into effective as of the date last executed (the "Effective Date") by and between Polk County, a political subdivision of the State of Florida (the "County"), and Agro-Iron, LLC, a Florida limited liability company (the "Company").

WHEREAS, the County and the Company entered into that certain Ad Valorem Tax Exemption Performance Agreement dated January 19, 2021 (the "Agreement") in connection with the Agro-Iron Economic Development Ad Valorem Tax Exemption Ordinance approved by the County on the same date (Ord. No. 2021-006, referred to hereinafter as the "Ordinance"); and

WHEREAS, the Exemption Period is defined in the Ordinance as seven (7) tax years commencing with Tax Year 2026 through Tax Year 2032; and

WHEREAS, the Company has requested, and the County has agreed, to amend the dates of the Exemption Period; and

WHEREAS, due to the length of time that has passed since the County's initial approval of the Ordinance and the Performance Agreement in 2021 and the increase to the reported average annual wage for Polk County since that time, the Company has agreed to increase the average annual wage required to be paid under the Agreement to match the 2026 average annual wage for Polk County; and

WHEREAS, the Ordinance has been amended by the County on even date herewith, and the parties desire to similarly amend the Agreement to accurately reflect the seven-year period in which the exemption should apply and to increase the average annual wage required to qualify for the exemption each year of the Exemption Period.

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

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

2. Section 2.b. of the Agreement is hereby amended and restated in its entirety, as follows:

> b. create, by the end of the third (3rd) year of the Exemption Period, at least twenty-five (25) new full-time jobs in Polk County paying an average annual wage equal to or in excess of $63,978, which is 115% of the 2026 reported average annual wage for Polk County; and

3. Section 3.c. of the Agreement is hereby amended to replace the definition of "Exemption Period" as follows: "seven (7) tax years commencing with Tax Year 2028 through Tax Year 2034."

4. The Agreement, as amended by this First Amendment, continues in full force and effect.

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

ATTEST:
STACY M. BUTTERFIELD
CLERK

By: _____
DEPUTY CLERK

Date signed by Chairman: _____

COUNTY:
POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

WITNESSES:

By: _____
_____
Print Name

By: _____
_____
Print Name

AGRO-IRON, LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office Date

Agenda Item O.3. 5/5/2026

SUBJECT

Public Hearing to consider adoption of an ordinance amending Ordinance 22-018, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project HORIZON - IT Headquarters).

DESCRIPTION

On March 15, 2022, the Board adopted Ordinance No. 22-018 establishing an exemption from certain ad valorem taxation for an expanding business, Publix Supermarkets, Inc., related to the expansion of its IT headquarters facility in Polk County. The County and the company also entered into a related Ad Valorem Tax Exemption Performance Agreement on the same date to ensure the company's fulfillment of its obligations under the Ordinance. The Exemption Period, as defined in both the Ordinance and the Performance Agreement, was to run for ten (10) years, from Tax Year 2025 through Tax Year 2034.

On May 6, 2025, upon the request of Publix Super Markets, Inc., the Board adopted Ordinance 2025-029 to delay the start date of the Exemption Period by one year. As a result, the amended Exemption Period, also reflected in an executed First Amendment to the Performance Agreement, is currently Tax Year 2026 through 2035.

Due to various delays and in order to align with another company expansion nearby, Publix Super Markets, Inc., has requested that the Ordinance and Performance Agreement be further amended to delay the start date of the Exemption Period by one (1) additional year, to commence in Tax Year 2027 and run through Tax Year 2036. Because of the length of time that has passed since the County's initial approval of the Publix Project Horizon Exemption in 2022 and the increase to the reported average annual wage for Polk County since that time, Publix has agreed to increase the average annual wage required to be paid under its Performance Agreement with the County to $63,978, which is 115% of the 2026 reported average annual wage for Polk County. Said delay to the Exemption Period and increase to the wage requirement is reflected in the proposed Second Amendment to Performance Agreement between the County and the Company.

A public hearing is required to consider adoption of an ordinance further amending Ordinance 22-018 and the related Second Amendment to Performance Agreement.

RECOMMENDATION

(1) Adopt ordinance amending Ordinance 22-018, the Economic Development Ad Valorem Tax

Exemption for Publix Super Markets, Inc. (IT Headquarters); and (2) approve, and authorize the Chair to execute, the related Second Amendment to the Performance Agreement between the parties.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6437

SECOND AMENDMENT TO

AD VALOREM TAX EXEMPTION PERFORMANCE AGREEMENT BETWEEN POLK COUNTY AND PUBLIX SUPER MARKETS, INC.

(PROJECT HORIZON – IT OFFICE EXPANSION)

THIS SECOND AMENDMENT ("Amendment") is hereby entered into effective as of the date last executed (the "Effective Date") by and between Polk County, a political subdivision of the State of Florida (the "County"), and Publix Super Markets, Inc., a Florida corporation ("Publix").

WHEREAS, the County and Publix entered into that certain Ad Valorem Tax Exemption Performance Agreement dated March 15, 2022 (the "Agreement") in connection with the Publix IT Headquarters Economic Development Ad Valorem Tax Exemption Ordinance approved by the County on the same date (Ord. No. 22-018, referred to hereinafter as the "Ordinance"); and

WHEREAS, the Exemption Period was initially defined in the Ordinance as ten (10) tax years commencing with Tax Year 2025 through Tax Year 2034, and the Agreement initially provided that it was effective from March 15, 2022 through the last day of the Exemption Period; and

WHEREAS, on May 6, 2025, upon Publix's request, the County adopted Ordinance 2025-029 and approved a First Amendment to the Performance Agreement to delay the start of the Exemption Period by one (1) year; and

WHEREAS, Publix has requested, and the County has agreed, to further amend the dates of the Exemption Period in both the Ordinance and the Agreement; and

WHEREAS, due to the length of time that has passed since the County's initial approval of the Ordinance and the Performance Agreement in 2022 and the increase to the reported average annual wage for Polk County since that time, Publix has agreed to increase the average annual wage required to be paid under the Agreement and the Ordinance to better align with current wage rates; and

WHEREAS, the Ordinance has been amended of even date herewith, and the parties desire to similarly amend the Agreement to accurately reflect the ten-year period in which the exemption should apply and to increase the average annual wage required to qualify for the exemption each year of the Exemption Period.

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

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

2. Section 2.b. of the Agreement is hereby amended and restated in its entirety with the following:

b. create, by the end of the third (3rd) year of the Exemption Period, at least one hundred (100) new full-time jobs in Polk County, paying an average annual wage equal to or in excess of $63,978, which is 115% of the 2026 reported average annual wage for Polk County; and

3. Section 3.c. of the Agreement is hereby amended to replace the definition of "Exemption Period" as follows: "ten (10) tax years commencing with Tax Year 2027 through Tax Year 2036."

4. The Agreement, as amended by this First Amendment, continues in full force and effect.

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

ATTEST:
STACY M. BUTTERFIELD
CLERK

By: _____
DEPUTY CLERK

Date signed by Chairman: _____

COUNTY:
POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

WITNESSES:

By: _____
Mark LeVine
Print Name

By: _____
Derek Bryan
Print Name

PUBLIX SUPER MARKETS, INC., a Florida corporation

By: _____

Print Name: Chris Mesa

Title: VP + Controller

Date: 4/20/26

Reviewed as to form and legal sufficiency:

_____ 4/22/26
County Attorney's Office Date

Ordinance No. 2026-____

An ordinance amending Polk County Ordinance 22-018, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project Horizon - IT Headquarters), as previously amended by Polk County Ordinance 25-029; amending the definition of Exemption Period; amending the effective date of the Publix IT Headquarters Tax Exemption; amending the expiration date of the Ordinance; increasing the average annual wage to be paid in order to qualify for the Publix IT Headquarters Tax Exemption each year of the Exemption Period; providing for severability; and providing an effective date.

Whereas, on March 15, 2022, the Board of County Commissioners (the "Board") adopted Ordinance 22-018, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (IT Headquarters) (the "Ordinance") granting an ad valorem tax exemption to Publix Super Markets, Inc. ("Publix") related to the expansion of its IT headquarters facility, pursuant to Ordinance 2013-017, the Polk County Economic Development Ad Valorem Tax Exemption Ordinance; and

Whereas, the Exemption Period is defined in the Ordinance as ten (10) tax years commencing with Tax Year 2025 through Tax Year 2034; and

Whereas, on May 6, 2025, the Board adopted Ordinance 25-029 amending the dates of the Exemption Period to commence with Tax Year 2026 and run through Tax Year 2035; and

Whereas, Publix has requested, and the Board hereby agrees, to (1) amend the Ordinance to further adjust the dates of the Exemption Period during which Publix is eligible to receive the Exemption, (2) amend the effective date of the Exemption, and (3) amend the expiration date of the Ordinance; and

Whereas, due to the length of time that has passed since the Board's initial approval of the Ordinance in 2022 and the increase to the reported average annual wage for Polk County since that time, Publix has agreed to increase the average annual wage required to be paid under the Ordinance to qualify for the Exemption, which increased rate better aligns with current wage rates for the area.

Now therefore, be it ordained by the Board of County Commissioners of Polk County, Florida, that:

1. The recitals above are true and correct and are fully incorporated herein. Capitalized terms not otherwise defined herein have the meaning ascribed in the Ordinance.

2. Article III, Section 2, of the Ordinance is hereby amended and restated in its entirety as follows: “The Publix Exemption shall be for a period of ten (10) tax years (the “Exemption Period”) commencing with Tax Year 2027 through Tax Year 2036.”

3. Article VI of the Ordinance is hereby amended and restated in its entirety as follows: “The exemption granted herein shall automatically expire on December 31, 2036 and shall no longer be in force or effect thereafter.”

4. The second sentence of Article VII of the Ordinance is hereby amended and restated in its entirety as follows: “The exemption granted herein shall take effect commencing with Tax Year 2027.”

5. Notwithstanding Section 4.b of the Ordinance referencing the 2022 average annual wage for Polk County, the Publix Exemption is hereby conditioned upon the Company entering into an amendment to the Performance Agreement whereby the Company agrees to create, by the end of the third (3rd) year of the Exemption Period, at least one hundred (100) new full-time jobs in Polk County, paying an average annual wage equal to or in excess of $63,978, which is 115% of the 2026 reported average annual wage for Polk County.

6. If any clause, section or provision of this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of this ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

7. A certified copy of this ordinance shall be filed in the Department of State by the Clerk of the Board within ten (10) days after enactment by the Board and the ordinance shall take effect as provided by law.

DULY ADOPTED in regular session, this 5th day of May 2026.

BOARD OF COUNTY COMMISSIONERS

OF POLK COUNTY, FLORIDA

BY: _____

Martha Santiago, Ed. D., Chair

ATTEST:

_____

Clerk

(SEAL)

Agenda Item O.4. 5/5/2026

SUBJECT

Public Hearing to consider adoption of an ordinance amending Ordinance 2024-015, the Economic Development Ad Valorem Tax Exemption for D.R. Horton, Inc.

DESCRIPTION

On March 5, 2024, the Board adopted Ordinance No. 2024-015 establishing an exemption from certain ad valorem taxation for a new business, D.R. Horton, Inc., in Polk County. The County and the company also entered into a related Ad Valorem Tax Exemption Performance Agreement on the same date to ensure the company's fulfillment of its obligations under the Ordinance. The Exemption Period, as defined in both the Ordinance and the Performance Agreement, was to run for eight (8) years, from Tax Year 2025 through Tax Year 2032.

On May 6, 2025, upon the request of D.R. Horton, Inc. and pursuant to Resolution 2022-128, the Board adopted Resolution 2025-049 to delay the start date of the Exemption Period by one year. As a result, the amended Exemption Period, also reflected in an executed First Amendment to the Performance Agreement, is currently Tax Year 2026 through 2033.

Due to continuing unforeseen construction delays, D.R. Horton has requested that its Exemption Period be further delayed by one (1) additional year, to commence in Tax Year 2027 and run through Tax Year 2034. A public hearing is required to consider adoption of an ordinance further amending Ordinance 2024-015 and the related Second Amendment to Performance Agreement.

RECOMMENDATION

(1) Adopt ordinance amending Ordinance 2024-015, the Economic Development Ad Valorem Tax Exemption for D.R. Horton, Inc.; and (2) approve, and authorize the Chair to execute, the related Second Amendment to Performance Agreement between the parties.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard

Deputy County Attorney
863-534-6437

Ordinance No. 2026-____

An ordinance amending Polk County Ordinance 2024-015, the Economic Development Ad Valorem Tax Exemption for D.R. Horton, Inc.; amending the definition of Exemption Period; amending the effective date of the D.R. Horton Tax Exemption; amending the expiration date of the Ordinance; providing for severability; and providing an effective date.

Whereas, on March 5, 2024, the Board of County Commissioners (the “Board”) adopted Ordinance 2024-015 (the “Ordinance”) granting an Economic Development Ad Valorem Tax Exemption to D.R. Horton, Inc. (the “Company”) pursuant to Ordinance 2022-069, the Polk County Economic Development Ad Valorem Tax Exemption Ordinance, as amended; and

Whereas, the Exemption Period was intially defined in the Ordinance as eight (8) tax years commencing with Tax Year 2025 through Tax Year 2032; and

Whereas, in early 2025, the Company was delayed in the construction of improvements and purchase of equipment as specified in Section 4.c. of the Ordinance and in the Application, and requested that the Exemption Period be delayed by one year; and

Whereas, on May 6, 2025, the Board adopted Resolution No. 25-049 amending the Exemption Period to commence with Tax Year 2026 and continue through Tax Year 2033; and

Whereas, construction of the improvements and purchase of the equipment has been further delayed in 2026, and the Company has requested, and the Board hereby agrees, to amend the Ordinance to adjust the dates of the Exemption Period during which the Company is eligible to receive the Exemption, amend the effective date of the Exemption, and amend the expiration date of the Ordinance.

Now therefore, be it ordained by the Board of County Commissioners of Polk County, Florida, that:

1. The recitals above are true and correct and are fully incorporated herein. Capitalized terms not otherwise defined herein have the meaning ascribed in the Ordinance.

2. Article III, Section 2, of the Ordinance is hereby amended and restated in its entirety as follows: “The D.R. Horton Exemption shall be for a period of eight (8) tax years (the “Exemption Period”) commencing with Tax Year 2027 through Tax Year 2034.”

3. Article VI of the Ordinance is hereby amended and restated in its entirety as follows: “The exemption granted herein shall automatically expire on December 31, 2034 and shall no longer be in force or effect thereafter.”

4. The second sentence of Article VII of the Ordinance is hereby amended and restated in its entirety as follows: “The exemption granted herein shall take effect commencing with Tax Year 2027.”

5. If any clause, section or provision of this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of this ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

6. A certified copy of this ordinance shall be filed in the Department of State by the Clerk of the Board within ten (10) days after enactment by the Board and the ordinance shall take effect as provided by law.

DULY ADOPTED in regular session, this 5th day of May, 2026.

BOARD OF COUNTY COMMISSIONERS

OF POLK COUNTY, FLORIDA

BY: _____

Martha Santiago, Ed. D., Chair

ATTEST:

_____

Clerk

(SEAL)

SECOND AMENDMENT TO

AD VALOREM TAX EXEMPTION PERFORMANCE AGREEMENT BETWEEN POLK COUNTY AND D.R. HORTON, INC.

THIS SECOND AMENDMENT ("Amendment") is hereby entered into effective as of the date last executed (the "Second Amendment Effective Date") by and between Polk County, a political subdivision of the State of Florida (the "County"), and D.R. Horton, Inc., a Delaware corporation (the "Company").

WHEREAS, the County and the Company entered into that certain Ad Valorem Tax Exemption Performance Agreement dated March 5, 2024 (the "Agreement") in connection with the D.R. Horton Economic Development Ad Valorem Tax Exemption Ordinance approved by the County on the same date (Ord. No. 2024-015, referred to hereinafter as the "Ordinance"); and

WHEREAS, the Exemption Period was initially defined in the Ordinance as eight (8) tax years commencing with Tax Year 2025 through Tax Year 2032, and the Agreement provides that it is effective from March 5, 2024 through the last day of the Exemption Period; and

WHEREAS, due to unforeseen construction delays and at the Company's request, on May 6, 2025, the Polk County Board of County Commissioners (the "Board") adopted Resolution No. 25-049 amending the Exemption Period to commence with Tax Year 2026 and continue through Tax Year 2033; and

WHEREAS, due to further delays, the Company has again requested, and the County has agreed, to further amend the dates of the Exemption Period in both the Ordinance and the Agreement; and

WHEREAS, the Ordinance has been amended by an amending ordinance adopted by the Board of even date herewith, and the parties desire to similarly amend the Agreement to accurately reflect the eight-year period in which the exemption should apply.

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

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

2. Section 3.c. of the Agreement is hereby amended to replace the definition of "Exemption Period" as follows: "eight (8) tax years commencing with Tax Year 2027 through Tax Year 2034."

3. The Agreement, as amended by this First Amendment, continues in full force and effect.

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

ATTEST:
STACY M. BUTTERFIELD
CLERK

By: _____
DEPUTY CLERK

Date signed by Chairman: _____

COUNTY:
POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

WITNESSES:

By: _____
Jonathan Cornwell
Print Name

By: _____
Brandon Nichols
Print Name

D.R. HORTON, INC., a Delaware corporation

By: _____

Print Name: _____

Title: _____

Date: 4/21/26

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office Date

Polk County

Board of County Commissioners

Agenda Item R.1. 5/5/2026

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2240.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2240 as requested by Fixed Asset Accounting to be stored or disposed of in accordance with the rules of the Auditor General's Office.

RECOMMENDATION

Approve removal of equipment as listed on Blanket Removal Form 2240.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
aebrown@polkclerkfl.gov <mailto:aebrown@polkclerkfl.gov>

BLANKET PROPERTY REMOVAL FORM # 2240

To: Board of County Commissioners, Polk County, Florida
From: Clerk and Auditor, Polk County, Florida
It is requested that the listed property be removed from inventory.

Submitted By: _____ *Approved By* _____
Fixed Asset Accounting Office of Clerk Auditor *Chairman of the Board of County Commissioners*

BoCC Approval Date: **5/5/2026**

Property # **50202404**	*Asset #* **101849**				
Item: TRAILER, UTILITY		TEXAS TRAILERS		LM61870	
Serial # 4T9BU1824MG035039		*Date Rec'd.* 9/29/2020		*Cost*	$6,162.00
Reason for Request: EXTRAORDINARY					
Property # **57858**	*Asset #* **103237**				
Item: IT, TABLET		PANASONIC		TOUGHBOOK 33 12"	
Serial #		*Date Rec'd.* 7/13/2021		*Cost*	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **57872**	*Asset #* **103720**				
Item: COMPUTER, LAPTOP		HP		ZBOOK FIREFLY	
Serial # 5CG13801SR		*Date Rec'd.* 10/19/2021		*Cost*	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **57877**	*Asset #* **103721**				
Item: COMPUTER, LAPTOP		APPLE		MACBOOK AIR	
Serial # SFVFGL1NGQ6M0		*Date Rec'd.* 11/7/2021		*Cost*	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **57941**	*Asset #* **103998**				
Item: SWITCH, IT		HP		SN3600B FC SWITCH	
Serial # CZC117YCRV		*Date Rec'd.* 4/18/2022		*Cost*	$21,971.66
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **57942**	*Asset #* **103999**				
Item: SWITCH, IT		HP		SN3600B FC SWITCH	
Serial # CZC117YCRX		*Date Rec'd.* 4/18/2022		*Cost*	$21,971.66
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **57948**	*Asset #* **104112**				
Item: COMPUTER, LAPTOP		HP		ZBOOK STUDIO	
Serial # SCND20916NN		*Date Rec'd.* 5/1/2022		*Cost*	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **60147**	*Asset #* **105906**				
Item: COMPUTER, LAPTOP		HP		ELITE BOOK 860	
Serial # 5CG2403YGY		*Date Rec'd.* 3/26/2023		*Cost*	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **60150**	*Asset #* **105909**				
Item: COMPUTER, LAPTOP		HP		ELITE BOOK 860	
Serial # 5CG2403Y7D		*Date Rec'd.* 3/26/2023		*Cost*	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **60154**	*Asset #* **105913**				
Item: COMPUTER, LAPTOP		HP		ELITE BOOK 860	
Serial # 5CG3051S6C		*Date Rec'd.* 3/26/2023		*Cost*	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					

Property # **60164** *Asset #* **105923**
Item: COMPUTER, LAPTOP HP ELITE BOOK 860
Serial # 5CG3061VGN *Date Rec'd.* 3/26/2023 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60181** *Asset #* **105940**
Item: COMPUTER, LAPTOP HP ELITE BOOK 860
Serial # 5CG3061V9T *Date Rec'd.* 3/26/2023 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0001360005** *Asset #* **54368**
Item: EXERCISING MACHINE
Serial # *Date Rec'd.* 12/6/1990 *Cost* $1,915.00
Reason for Request: EXTRAORDINARY

Property # **N0000001941A** *Asset #* **56912**
Item: SUPPLEMENT
Serial # *Date Rec'd.* 8/18/2003 *Cost* $1,944.68
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0000002040** *Asset #* **56981**
Item: CART, EQUIPMENT
Serial # *Date Rec'd.* 9/28/2003 *Cost* $2,168.28
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0000002041** *Asset #* **56982**
Item: CART, EQUIPMENT
Serial # *Date Rec'd.* 9/28/2003 *Cost* $2,168.28
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0000002042** *Asset #* **56983**
Item: CART, EQUIPMENT
Serial # *Date Rec'd.* 9/28/2003 *Cost* $2,168.28
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0000002043** *Asset #* **56984**
Item: CART, EQUIPMENT
Serial # *Date Rec'd.* 9/28/2003 *Cost* $2,168.28
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0000002044** *Asset #* **56985**
Item: CART, EQUIPMENT
Serial # *Date Rec'd.* 9/28/2003 *Cost* $2,168.28
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0002992703** *Asset #* **62163**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1826 *Date Rec'd.* 9/29/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **50583** *Asset #* **67708**
Item: PROJECTOR XGA 4000 LUMENS
Serial # *Date Rec'd.* 9/26/2007 *Cost* $2,046.00
Reason for Request: EXTRAORDINARY

Property # **57620** *Asset #* **98705**
Item: TABLET, IT APPLE IPAD PRO
Serial # DMPY70K8KD8C *Date Rec'd.* 3/24/2019 *Cost* $1,059.00
Reason for Request: DISPOSED OF PRIOR TO BOCC APPROVAL

(22 detail records) **$71,411.40**

Agenda Item R.2. 5/5/2026

SUBJECT

SET HEARING: (LDCPAS-2025-39 Braddock Road CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change on 36 +/- acers from Mixed-Use (MUX) and Preservation (PRESVX) within the I-4/NE Parkway Plan District Selected Area Plan to Business Park Center (BPC-X). The suggested adoption hearing date is May 19, 2026, at 9:15 a.m.

DESCRIPTION

This is a county-initiated request for property located south of Interstate 4, west of the Polk Parkway (SR 570), north of Old Dixie Highway (CR 546), east of Tenoroc Mine Road, near the city limits of Auburndale, in Section 29, Township 27 and Range 25. State law requires one Planning Commission hearing, which was held April 1, 2026, with a recommendation for approval.

RECOMMENDATION

Request Board set the adoption hearing date for May 19, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Kyle Rogus, Planner II

Land Development Division

(863) 534-7553

kylerogus@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.3. 5/5/2026

SUBJECT

SET HEARING: (LDCPAS-2025-40 Poinciana Commercial CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change 12.6. +/- acres from Development of Regional Impact (DRI) to Neighborhood Activity Center (NAC). The suggested adoption hearing date is May 19, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located north side of Pine Street, between Mackerel Road and Laurel Avenue, east of the City of Haines City, in Section 2, Township 28, Range 28. State law requires one Planning Commission hearing, which was held April 1, 2026, with a recommendation for approval.

RECOMMENDATION

Request Board set the adoption hearing date for May 19, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA, CNN-A

Senior Planner

Land Development Division

863-534-6455

markbennett@PolkFL.gov

Agenda Item R.4. 5/5/2026

SUBJECT

SET HEARING: (LDCPAS-2026-1 Deer Creek Blvd INST) to consider the adoption of a Small-Scale Comprehensive Plan Map Amendment from Leisure Recreation-X (LRX) to Institutional-1X (INST-1X) on 1.01± acres located within the North Ridge SAP and Transit Supportive Development Area (TSDA).The suggested adoption hearing date is May 19, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located east side of US Highway 27 south of Ernie Caldwell Blvd. west of Spotted Fawn Drive and north of Citrus Ridge, north of the City of Haines City, in Sections 17 & 18, Township 26, Range 27. State law requires one Planning Commission hearing, which was held April 1, 2026, with a recommendation for approval.

RECOMMENDATION

Request Board set the adoption hearing date for May 19, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III

Land Development Division

863-534-6468

robertbolton@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.5. 5/5/2026

SUBJECT

SET HEARING: (LDCPAS-2026-11 Medulla Road CPA) to consider the adoption of a Small-Scale Comprehensive Plan Map Amendment to change the future land use from Business Park Center (BPC) to Residential Low (RL) in the Urban Growth Area on 5.14 +/- acres. The suggested adoption hearing date is May 19, 2026, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located south and west of Medulla Road, east of County Line Road, north of Pipkin Road, and south, west and north of Lakeland, in Section 08, Township 29, Range 23. State law requires one Planning Commission hearing, which will be held May 6, 2026, with a recommendation for approval.

RECOMMENDATION

Request Board set the adoption hearing date for May 19, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chanda Bennett, AICP

Planning Administrator

Land Development Division

863-534-6484

chandabennett@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.6. 5/5/2026

SUBJECT

Accept Performance Surety in the amount of $379,808.54 in the form of Performance Bond No. 101714729 for Dundee & Buckeye Loop. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. 101714729 in the amount of $379,808.54 for outstanding construction items listed in the engineer's cost estimate. The Land Development Division has reviewed and recommends acceptance of this performance surety.

RECOMMENDATION

Request Board accept Performance Bond No. 101714729 in the amount of $379,808.54 for Dundee & Buckeye Loop.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Juana Bustos

Land Development

863-534-6493

juanabustos@polkfl.gov <mailto:juanabustos@polkfl.gov>

COMMERCIAL PERFORMANCE BOND

Bond No. 101714729

KNOWN ALL MEN BY THESE PRESENTS, That we, PDMG Buckeye LLC, as Principal, and Merchants National Bonding, Inc., a corporation organized and doing business under and by virtue of the laws of the State of IA and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the aggregate sum of Three Hundred Seventy Nine Thousand Eight Hundred Eight and 54/100 ($ 379,808.54) Dollars (hereinafter the "Total Penal Sum"), for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), for the Dundee and Buckeye Loop project located at Winter Haven, FL (the "Project"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by August 3rd, 2026, or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.

2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the required Improvements within the time specified in Paragraph 1, above, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and

the Surety shall forthwith pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety:
Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

The Principal:

PDMG Buckeye LLC
6604 North 12th Street
Tampa, FL 33604

The Obligee:
Polk County, Land Development Division
330 W. Church St.
PO Box 9005—Drawer GM03
Bartow, FL 33831-9005

6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or deletion to the Improvements shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements or the Plans, specifications and schedules.

THIS BOND DATED THE 5th DAY OF March, 20 26,
(the date of issue by the Surety).

Witness

Maddie Symon
Printed Name

Witness

Robert Garcia Jr.
Printed Name

Witness

Kailee Topka
Printed Name

Witness

Gia Tavella
Printed Name

PRINCIPAL:

PDMG Buckeye LLC
Name of Corporation

By:

Matthew Garcia
Printed Name
Title: Manager
(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
ERIC AMRHEIN
MY COMMISSION # HH 706857
EXPIRES: August 5, 2029

SURETY:

Merchants National Bonding, Inc.
Name of Corporation

By: Madeline P. Recktenwald

Madeline P. Recktenwald
Printed Name
Title: Attorney-In-Fact
(SEAL)

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

(Attach power of attorney)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Barbara A Leeper; Cheri L Ritz; Giavonna D Tavella; Gracie O Lowden; Joshua Restauri; Kailee M Topka; Madeline P Recktenwald; Natalie Meyer; Natasha Kerr; Nicholas A Burke; Pamela M Anderson; Patti K Lindsey; Wendy A Bright; William M Chapman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of December , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of December 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of March , 2026 .

Secretary

POA 0018 (5/25)

Kimley»Horn

Kimley-Horn and Associates, Inc.
1530 Cornerstone Blvd.
Daytona Beach, FL 32117
Ph: 386-672-0282

Project: **Dundee & Buckeye Loop**
Permit No.: Polk County Driveway Permit
LDROW-2024-58 / LDSUR-2025-92
KHA Project No. 249343005

Date: 2/25/2026

Project Description: Quantities for construction are based on the off-site improvements located within the "Buckeye Loop" roadway per Polk County approved plans dated 11/13/2025.

***Note:** The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*

DEMOLITION

Item No.	Description	Quantity	Unit	Unit Price	TOTAL
1	Mobilization / Demobilization	1	LS	$20,000.00	$20,000.00
2	Maintenance of Traffic	1	LS	$15,000.00	$15,000.00
3	Clearing and Grubbing	0.165	AC	$200.00	$33.00
4	Remove and Relaocate Single Sign and Post	1.000	EA	$370.00	$370.00
5	Remove existing sidewalk	351	LF	$20.00	$7,020.00
				Sub-Total	***$42,423.00***

SITE WORK

Item No.	Description	Quantity	Unit	Unit Price	TOTAL
1	8" Limerock Base (Optional base Group 11) (Type B-12.5)	685	SY	$105.00	$71,925.00
2	12" Stabilized Subgrade	920	SY	$5.00	$4,600.00
3	2" Asphalt Structural Course (Traffic C) (2 LIFTS)	685	SY	$158.00	$108,230.00
4	4" Concrete Sidewalk (Class I, 3,000 psi)	237	SY	$80.00	$18,960.00
5	Type B Stabilization	717	SY	$13.00	$9,321.00
6	Detectable Warning Mats	38	SF	$35.33	$1,342.54
7	Concrete curb and gutter (Type F)	172	LF	$32.42	$5,576.24
8	Concrete Traffic Separator (Type 1, Option II)	363	LF	$8.83	$3,205.29
9	Stablized Shoulder	365	LF	$12.93	$4,719.45
10	Milling and Resufacing (2")	1,460	SY	$4.20	$6,132.00
11	Resod / restore right of way	435	SY	$4.50	$1,957.50
				Sub-Total	***$235,969.02***

Pavement Markings and Signage

1	Thermoplastic, standard open graded asphalt surfaces, white, solid 6"	0.215	GM	$6,700.00	$1,442.12
2	Thermoplastic, standard open graded asphalt surfaces, yellow, solid 6"	0.257	GM	$6,800.00	$1,749.55
3	Thermoplastic, standard, white 2-4 skip, 6"	0.015	GM	$3,250.00	$48.75
4	Thermoplastic, standard, white, solid, 12" for crosswalk	128	LF	$4.25	$544.00
5	Thermoplastic, standard, yellow, solid, 18" for diagonals and chevrons	124	LF	$6.00	$744.00
6	Thermoplastic, standard, white solid, 24" for stop bar	47	LF	$8.00	$376.00
7	Raised Pavement Markers (RPMs)	46	EA	$4.75	$218.50
8	Directional Arrows (thermoplastic)	9	EA	$200.00	$1,800.00
				Sub-Total	***$6,922.92***

GRADING

Item No.	Description	Quantity	Unit	Unit Price	TOTAL
1	*Earthwork (fill)	328	CY	$5.85	$1,918.80
2	*Export CUT	25	CY	$20.00	$500.00
				Sub-Total	***$2,418.80***

TOTAL	**$287,733.74**
CONTINGENCY (20%)	**$57,546.75**
GRAND TOTAL	**$345,280.49**
PERFORMANCE SURETY (110%)	**$379,808.54**

*NOTE: The earthwork quantities listed above are an estimate based on available information at the time of completion and are subject to change based on engineering design, agency permitting, master developer coordination, and site plan revisions. Earthwork above assumes that fill needed on-site will be hauled to the site.

Digitally signed by Jarod Stubbs
Date: 2026.02.27 11:32:36-05'00'

Jarod C. Stubbs, P.E.
FL P.E. # 89387

Agenda Item R.7. 5/5/2026

SUBJECT

Approve the release of a surety in the amount of $1,885,386.98 in the form of Performance Bond No. 08BSBJA9482 Fulton Meadows (aka East Atlantic Property). (No Fiscal Impact)

DESCRIPTION

On August 8, 2023, the Board accepted a performance surety bond in the amount of $1,885,386.98 for miscellaneous construction items. An inspection was performed on March 2, 2026, concerning the miscellaneous construction items. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Performance Bond No. 08BSBJA9482 in the amount of $1,885,386.98.

RECOMMENDATION

Request Board approve the release of Performance Bond No. 08BSBJA9482 in the amount of $1,885,386.98 for Fulton Meadows (aka East Atlantic Property).

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov

PERFORMANCE BOND Bond No. 08BSBJA9482

KNOWN ALL MEN BY THESE PRESENTS, that We, LGI Homes - Florida, LLC, as Principal, and Hartford Fire Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Connecticut and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of One Million Eight Hundred Eighty Five ThousandThree Hundred Eighty Six and 98/100 ($ 1,885,386.98) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us.

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed pursuant to the Subdivision Agreement, attached hereto as Exhibit "A" and incorporated into and made part of this Bond, to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "B" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Fulton Meadows platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC by December 29, 2023, as verified by Polk County's Land Development Division, and shall faithfully perform the Subdivision Agreement at the times and in the manner prescribed in said Agreement, then upon approval by the Obligee this Bond shall be null and void.

2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the time specified above, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall forthwith pay the Obligee said amount for Obligee to construct, or caused to

be constructed the Improvements if the Principal should fail or refuse to do so.

3. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed Improvements or the plans, specifications and schedules.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at:

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06115

The Principal at:

LGI Homes
1450 Lake Robbins Drive, Suite 430
The Woodlands, TX 77380

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

[Signatures appear on the next page]

THIS BOND DATED THE 17th DAY OF May, 2023,
(the date of issue by the Surety).

Witness

Brian Edwards
Printed Name

Witness

Annielle Jones
Printed Name

PRINCIPAL:

LGI Homes - Florida, LLC
Name of Corporation

By:

Charles Merdian
Printed Name
Title: Chief Financial Officer
(SEAL)

PRINCIPAL

STATE OF Texas
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19th day of May, 2023, by Charles Merdian as CFO (*title of officer*) of LGI Homes (*entity name*), on behalf of the on behalf of the Principal, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

LAURA GUERRA
Notary Public, State of Texas
Comm. Expires 10-04-2025
Notary ID 131305309

Laura Guerra
Notary Public
Print Name Laura Guerra
My Commission Expires 10/4/25

SURETY:

Witness

Grace J. Gray
Printed Name

Witness

Lisa A Hannaleck
Printed Name

Hartford Fire Insurance Company
Name of Corporation

By:

Eric P Pratt
Printed Name
Title:Attorney-In-Fact
(SEAL)

(ATTACH POWER OF ATTORNEY)

STATE OF Massachusetts
COUNTY OF Berkshire

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th day of May 2023, 2020, by Eric P Pratt as Attorney-In-Fact (*title of officer*) of Hartford Fire Insurance Company (*entity name*), on behalf of the on behalf of the Surety, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name Denise Lemieux
My Commission Expires June 6, 2025

DENISE LEMIEUX
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 6, 2025

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOUNTAINONE INSURANCE AGENCY INC
Agency Code: 08-087624

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Donna Bishop, Grace J. Gray, Eric Pratt of North Adams MA, Kathleen M. O'Brien, William R. Robinson of NORTH ADAM, Massachusetts

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

NOTARY PUBLIC STATE OF FLORIDA

Jessica Ciccone

Jessica Noelle Ciccone
My Commission #FF029702
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 17 2023.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Shaun Bridges, Inspector

Project Name: Fulton Meadows

Project #: LDRES-2021-21

DATE: 3/2/2026

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Agenda Item R.8. 5/5/2026

SUBJECT

Accept Fulton Meadows (aka East Atlantic Property) potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Fulton Meadows (aka East Atlantic Property) is a 210 single family home development. This project received construction plan approval from Polk County on August 10, 2021, Fulton Meadows (aka East Atlantic Property) is located in the Northwest Regional Utility Service Area in S-13, T-27, R-23, and is located on Fox Lake Drive in Lakeland, Florida. All requirements for acceptance of the Fulton Meadows (aka East Atlantic Property) potable water, wastewater and reclaim water utility system improvements have been met. The Land Development Division has reviewed all documentation presented and recommends acceptance of these improvements.

RECOMMENDATION

Request Board accept the potable water, wastewater and reclaim water utility system improvements of Fulton Meadows (aka East Atlantic Property) for ownership, operation, and maintenance responsibilities by Polk County Utilities.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Fulton Meadows (aka East Atlantic Property)		
County Project DMS #	LDRES-2021-21	PCUMD Project #	2021-7-30-0
Developer Name:	LGI Homes-Florida, LLC		
Developer Address:	17425 Bridge Hill Court, Ste 101		
	Tampa, FL 33647		
Contact Person & Phone No.	Garth Noble (813) 310-6597		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	X	Reclaimed Water:	X	Potable Water:	X
Commencement Date of County Operation of System(s):				03/02/26	
Date of Acceptance by Board of County Commissioners:				05/05/26	

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$758,287.01	$361,636.43	$1,119,923.44
Reclaimed Water*	$372,758.08	$0.00	$372,758.08
Potable Water*	$588,884.90	$0.00	$588,884.90
Land**	$0.00	$0.00	
Total system value			$2,081,566.42

Cash Payment by Developer to County	
Reimbursements	
From wastewater connection fees	$0.00
From reclaimed water connection fees	$0.00
From potable water connection fees	$0.00
Total connection fee reimbursement	$0.00
Cash for wastewater improvements***	$0.00
Cash for reclaimed water improvements***	$0.00
Cash for potable water improvements***	$0.00
Cash for land***	$0.00
Total cash reimbursement***	$0.00

Summary of System Value and Reimbursements	$0.00
Total system value	$2,081,566.42
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$2,081,566.42

*In accordance with construction schedule of values
**In accordance with Property Appraiser records if land not purchased
***Paid upon system acceptance by Board and invoice approval by Auditor to Board
****Total system value less total connection fee and cash reimbursements

SUPPORTING DOCUMENTATION

Documents	Applicable	Attached
Developer's Letter of Dedication	X	X
Engineer's Certificate of Certification	X	X
Contractor's Letter of Certification	X	X
Construction schedule of values (water, wastewater and/or reclaimed water)	X	X
Copy of New Development Information Sheet	X	X
Final Inspector's Letter	X	X
Agenda item accepting system(s)	X	X
Original Developer's Affidavit of Costs*	NA	NA
Original Contractor's Affidavit of Charges*	NA	NA
Copy of agreement with developer, if applicable*	NA	NA
*Applicable only if agreement exists	NA	NA

Prepared by: Chrissy Irons Date: 04/07/26

SVC 3/17/2016

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-E**

Engineer of Record's Letter of Certification

Project: Fulton Meadows (FKA East Atlantic Property)
PCU Project No.: LDRES-2021-21

I, as ENGINEER OF RECORD for the above subject project, hereby certify to PCU that all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project are completed in conformance with the Construction Plans as approved by PCU and all State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for PCU acceptance, ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve covers, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

Engineer's Signature	Date	Florida P. E. Registration Number
	1-8-26	84128

John R. Bannon
Engineer's typed Name

Wood & Associates Engineering, LLC
Engineer's Firm Name

1925 Bartow Road Suite 100
Lakeland, FL 33801
Engineer's Physical Address

1925 Bartow Road Suite 100
Lakeland, FL 33801
Engineer's Mailing Address

863-940-2040
Telephone Number

Fax Number

JOHN R. BANNON LICENSE No 84128 Affix Seal STATE OF FLORIDA PROFESSIONAL ENGINEER

SUBDIVIDER'S GUARANTEE
FULTON MEADOWS
PROJECT # LDRES-2021-21

This agreement is to guarantee all work associated with Fulton Meadows and I will be responsible for correcting any construction, design, or material defects or failures for a period of one (1) year from the date of final acceptance of the road and drainage improvements by Polk County Board of Commissioners.

SIGNATURE

Garth Noble- VP of Land Development
PRINT NAME/TITLE

LGI Homes of Florida, LLC

DEVELOPER

State of FL

County of HILLSBOROUGH

The foregoing instrument was certified and subscribed before me this 23 day of July, 2025 by GARTH NOBLE who is personally known to me or has produced identification.

(seal)

NOTARY PUBLIC
Expires
1/26/2029
Joshua Gilmore
My Commission
HH 631186
STATE OF FLORIDA

Signature of Notary

JOSHUA GILMORE
Print Name of Notary Public

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-F**

Contractor's Letter of Certification

Project: Fulton Meadows (FKA Atlantic Property Subdivision)
PCU Project No.: LDRES-2021-21

I, as the CONTRACTOR for the above subject project, hereby certify to PCU that the water X, wastewater X, and/or reclaimed water X system (*check all that apply*) constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by PCU, and State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for County acceptance for PCU to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve lids, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Contractor's Signature	7/23/25 Date	CUC057385 Florida License Number
JASON WILLIS Contractor's typed Name		Dale Beasley Construction Contractor's Firm Name
111 E. Central Avenue, Suite A Howey-in-the Hills, FL 34737 Contractor's Physical Address		111 E. Central Avenue, Suite A Howey-in-the Hills, FL 34737 Contractor's Mailing Address
407-616-8769 Telephone Number		
Fax Number		

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-D**

Developer's Letter of Dedication & Statement of Warranty

Project: Fulton Meadows (FKA East Atlantic Property)
PCU Project No.: LDRES-2021-21

I, as the DEVELOPER of the above subject project, hereby dedicate to PCU all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project for ownership, operation, and maintenance responsibility. Further, I certify that all bills relative to this project have been paid, and there are no liens or other encumbrances against the project.

All construction, materials, and workmanship are warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Developer's Signature	Date	Developer's Firm Name
	7/22/25	LGI Homes-Florida, LLC

Developer's Typed Name	Telephone Number	Fax Number
Garth Noble	813-310-6597	

Developer's Mailing Address	Developer's Physical Address
17425 Bridge Hill Court, Ste 101 Tampa, FL 33647	17425 Bridge Hill Court, Ste 101 Tampa, FL 33647

CHAPTER 6 **RECLAIMED WATER** **Section 650-F**

RECLAIMED WATER SCHEDULE OF VALUES

Date: 3-31-25

Contractor: Beasley Construction

Project: Fulton Meadows

PCU Project No.: LDRES-2021-21

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long	1	EA	$ 753.26	$ 753.26
2	Single Service, Short	17	EA	$ 727.35	$ 12,364.95
3	Double Service, Long	54	EA	$ 1,560.24	$ 84,252.96
4	Double Service, Short	28	EA	$ 1,479.34	$ 41,421.52
5	Blow-Off Assembly, Complete				
6					
7					
8					
9					
10	4" PVC, AWWA C-900, DR 18, Purple	4259	LF	$ 21.64	$ 92,164.76
11	4" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete				
13	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	$ 324.34	$ 648.68
14	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	$ 324.34	$ 648.68
15	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
16	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
17	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated	1	EA	$ 302.57	$ 302.57
18	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
19					
20	4" HDPE				
21	6" Directional Drilling	105	LF	$ 117.94	$ 12,383.70
22	6" PVC, AWWA C-900, DR 18, Purple	3060	LF	$ 31.82	$ 97,369.20

RECLAIMED WATER SCHEDULE OF VALUES

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
23	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
24	6" Gate Valve Assembly, Complete	18	EA	$ 1,538.31	$ 27,689.58
25	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
26	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
28	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	$ 672.11	$ 1,344.22
30	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
31	6" X 4" REDUCER	4	EA	$ 353.50	$ 1,414.00
32	6" HDPE				
33					
34	8" PVC, AWWA C-900, DR 18, Purple				
35	8" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete				
37	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
38	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
39	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
40	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
41	8" Tee, DI, C153, Epoxy-Lined d, Bituminous Coated				
42	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
43					

RECLAIMED WATER SCHEDULE OF VALUES

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Purple				
47	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				
49	10" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
50	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
51	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
52	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
53	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
54	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
55					
56	10" HDPE				
57					
58	12" PVC, AWWA C-900, DR 18, Purple				
59	12" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete				
61	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
62	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				

RECLAIMED WATER SCHEDULE OF VALUES

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
63	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
64	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
65	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
66	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
67					
68	12" HDPE				
69					
70	16" PVC, AWWA C-905, DR 25, Purple				
71	16" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
72	16" Gate Valve Assembly, Complete				
73	16" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
74	16" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
75	16" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
76	16" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
77	16" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
78	16" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
79					
80	16" HDPE				
			Total Constructed Value: $		372,758.08

Reviewer: Date: 1-3-22

Comments

Water System Schedule of Values

Date: 3/31/25

Contractor: Beasley Construction

Project: Fulton Meadows

PCU Project No.: LDRES-2021-21

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long	9	EA	704.44	6,339.96
2	Single Service, Short	25	EA	670.92	16,773.00
3	Double Service, Long	35	EA	1,548.70	54,204.50
4	Double Service, Short	53	EA	1,479.29	78,402.37
5	Blow-Off Assembly, Complete	3	EA	7,986.81	23,960.43
6	Fire Hydrant Assembly, Complete Including Branch Valve	8	EA	5,796.95	46,375.60
7	1" Single Water Landscape Service	4	EA	706.65	2,826.60
8	4" SCH Irrigation Sleeves	32	EA	15.62	499.84
9					
10	4" PVC, AWWA C-900, DR 18, Blue	555	LF	23.14	12,842.70
11	4" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete	1	EA	1,300.67	1,300.67
13	4" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
14	4" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
15	4" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
16	4" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
17	4" Tee, CI, C153, Cement-Lined, Bituminous Coated				
18	4" Cross, DI, C153, Cement-Lined, Bituminous Coated				
19					
20	4" HDPE				
21	6" Wet Tap	2	EA	3,845.70	7,691.40
22	6" PVC, AWWA C-900, DR 18, Blue	7,390	LF	32.01	236,553.90
23	6" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
24	6" Gate Valve Assembly, Complete	32	EA	1,256.61	40,211.52

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
25	6" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	2	EA	2,170.30	4,340.60
26	6" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	49	EA	258.96	12,689.04
28	6" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	2	EA	319.23	638.46
29	6" Tee, DI, C153, Cement-Lined, Bituminous Coated	19	EA	459.57	8,731.83
30	6" Cross, DI, C153, Cement-Lined, Bituminous Coated				
31	6" x 2" MJ Reducer	1	EA	376.89	376.89
32	6" HDPE				
33	8" Direction Bore	85	LF	92.79	7,887.15
34	8" PVC, AWWA C-900, DR 18, Blue	355	LF	46.14	16,379.70
35	8" DIP, Pressure Class 350 Cement-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete	2	EA	2,170.30	4,340.60
37	8" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	3	EA	603.78	1,811.34
38	8" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
39	8" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	9	EA	626.14	5,635.26
40	8" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	1	EA	535.51	535.51
41	8" Tee, DI, C153, Cement-Lined, Bituminous Coated				
42	8" Cross, DI, C153, Cement-Lined, Bituminous Coated				
43	8" x 6" MJ Tee	1	EA	802.65	802.65
44	8" HDPE		EA		
45	8" x 6" MJ Reducer	2	EA	319.23	638.46
46	10" PVC, AWWA C-900, DR 18, Blue				
47	10" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				
49	10" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
50	10" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
51	10" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
52	10" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
53	10" Tee, DI, C153, Cement-Lined, Bituminous Coated				
54	10" Cross, DI, C153, Cement-Lined, Bituminous Coated				
55					
56	10" HDPE				
57					
58	12" PVC, AWWA C-900, DR 18, Blue				
59	12" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete				
61	12" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
62	12" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
63	12" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
64	12" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
65	12" Tee, DI, C153 Cement-Lined, Bituminous Coated				
66	12" Cross, DI, C153, Cement-Lined, Bituminous Coated				
67					
68	12" HDPE				
69					
70	16" PVC, AWWA C-905, DR 25, Blue				
71	16" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
72	16" Gate Valve Assembly, Complete				
73	16" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
74	16" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
75	16" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
76	16" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
77	16" Tee, DI, C153 Cement-Lined, Bituminous Coated				
78	16" Cross, DI, C153, Cement-Lined, Bituminous Coated				
79					
80	16" HDPE				
81					
82					
83					
84	18" PVC, AWWA C-905, DR 25, Blue				
85	18" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
86	18" Gate Valve Assembly, Complete				
87	18" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
88	18" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
89	18" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
90	18" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
91	18" Tee, DI, C153 Cement-Lined, Bituminous Coated				
92	18" Cross, DI, C153, Cement-Lined, Bituminous Coated				
93					
94	18" HDPE				
95					
96					
97					
			Total Constructed Value: $		588,884.90

Reviewer: Date:

Comments 1-8-25

Wastewater System Schedule of Values

Date: 3-31-25

Contractor: Beasley Construction

Project: Fulton Meadows

PCU Project No.: LDRES-2021-21

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long	52	EA	$ 844.74	$ 43,926.48
2	Single Service, Short				
3	Double Service, Long	79	EA	$ 1,488.62	$ 117,600.98
4	Double Service, Short				
5	8" PVC, SDR-26, 0'-6' deep	7214	LF	$ 24.07	$ 173,640.98
6	8" PVC, SDR-26, 6'-8' deep				
7	8" PVC, SDR-26, 8'-10' deep				
8	8" PVC, SDR-26, 10'-12' deep				
9	8" PVC, SDR-26, 12'-14' deep				
10	8" PVC, SDR-26, 14'-16' deep				
11	10" PVC, SDR-26, 0'-6' deep				
12	10" PVC, SDR-26, 6'-8' deep				
13	10" PVC, SDR-26, 8'-10' deep				
14	10" PVC, SDR-26, 10'-12' deep				
15	10" PVC, SDR-26, 12'-14' deep				
16	10" PVC, SDR-26, 14'-16' deep				
17	12" PVC, SDR-26, 0'-6' deep				
18	12" PVC, SDR-26, 6'-8' deep				
19	12" PVC, SDR-26, 8'-10' deep				
20	12" PVC, SDR-26, 10'-12' deep				
21	12" PVC, SDR-26, 12'-14' deep				
22	12" PVC, SDR-26, 14'-16' deep				
23	15" PVC, SDR-26, 0'-6' deep				
24	15" PVC, SDR-26, 6'-8' deep				
25	15" PVC, SDR-26, 8'-10' deep				
26	15" PVC, SDR-26, 10'-12' deep				
27	15" PVC, SDR-26, 12'-14' deep				
28	15" PVC, SDR-26, 14'-16' deep				
29	Standard Precast Manhole with Ring and Cover, 0'-6' deep	7	EA	$ 2,760.87	$ 19,326.09

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
30	Standard Precast Manhole with Ring and Cover, 6'-8' deep	7	EA	$ 3,174.38	$ 22,220.66
31	Standard Precast Manhole with Ring and Cover, 8'-10' deep	4	EA	$ 3,678.10	$ 14,712.40
32	Standard Precast Manhole with Ring and Cover, 10'-12' deep	4	EA	$ 4,294.20	$ 17,176.80
33	Standard Precast Manhole with Ring and Cover, 12'-14' deep	5	EA	$ 4,816.63	$ 24,083.15
34	Standard Precast Manhole with Ring and Cover, 12-14' Lined	1	EA	$ 14,009.27	$ 14,009.27
35	Pump Station, Duplex Complete	1			$ 298,364.84
36	Pump Station, Triplex Complete				
37	Standby Generator Set				
38	Odor Control System				
39	4" MJ GATE VALVE (OFFSITE)	5	EA	$ 1,300.67	$ 6,503.35
40	4" MJ CAP (OFFISTE	1	EA	$ 447.70	$ 447.70
41	4" PVC, AWWA C-900, DR 18, Green	1453	LF		$ 30,657.34
42	4' DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
43	4" Gate Valve Assembly, Complete	2	EA	$ 1,300.67	$ 2,601.34
44	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
45	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	4	EA	$ 567.01	$ 2,268.04
46	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	4	EA	$ 571.42	$ 2,285.68
47	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	$ 597.75	$ 1,195.50
48	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
49	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
50	4" 22 BEND (OFFSITE)	2	EA	$ 567.01	$ 1,134.02
51	4" MJ 45 Bend (Offsite)	9	EA	$ 571.42	$ 5,142.78
52	4" DIRECTIONAL BORE	1635	LF	$ 90.67	$ 148,245.45

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
53	6" PVC, AWWA C-900, DR 18, Green	274	LF	$ 61.58	$ 16,872.92
54	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
55	6" Gate Valve Assembly, Complete				
56	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
57	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
58	6" 45 Degree Bend, DI, C153 Epoxy-Lined, Bituminous Coated				
59	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
60	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
61	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
62	6" X 4" WYE (Offsite)	1	EA	$ 971.67	$ 971.67
63	6" HDPE		EA		
64	6" X 4" REDUCER (Offsite	1	EA	$ 971.67	$ 971.67
65	8" PVC, AWWA C-900, DR 18, Green				
66	8" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
67	8" Gate Valve Assembly, Complete				
68	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
69	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
70	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
71	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
72	8" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
73	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
74					
75	8" HDPE				
76	10" MJ WYE (Offsite)	1	EA	$ 3,132.85	$ 3,132.85
77	10" PVC, AWWA C-900, DR 18, Green	279 Offsite	LF	$ 63.01	$ 17,579.79
78	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
79	10" Gate Valve Assembly, Complete				
80	10" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	12 Offsite	EA	$ 561.16	$ 6,733.92
81	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
82	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	5 Offsite	EA	$ 1,542.01	$ 7,710.05
83	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
84	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
85	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
86	10" MJ Longsleeve Tie In (OFFSITE)	1	EA	$ 899.56	$ 899.56
87	10" X 6" MJ REDUCER (OFFSITE)	1	EA	$ 1,543.12	$ 1,543.12
88	10" X4" MJ REDUCER (OFFSITE)	2	EA	$ 2,023.09	$ 4,046.18
89	12" PVC, AWWA C-900, DR 18, Green				
90	12" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
91	12" Gate Valve Assembly, Complete				
92	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
93	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
94	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
95	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
96	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
97	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
98					
99	12" HDPE				
			Total Constructed Value: $		1,006,004.58

Reviewer:

Date: 1-8-20

Comments

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Shaun Bridges, Inspector

Project Name: Fulton Meadows

Project #: LDRES-2021-21

DATE: 3/2/2026

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.9. 5/5/2026

SUBJECT

Accept a one-year warranty and surety in the amount of $208,156.64 in the form of Maintenance Bond No. 3000812 Fulton Meadows (aka East Atlantic Property). (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of $208,156.64 in the form of Maintenance Bond No. 3000812, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities Fulton Meadows (aka East Atlantic Property) per Utilities Code Section 4.03.B.2. This warranty is for a one-year period beginning with the Board's acceptance. This one-year warranty period begins on May 5, 2026 and ends on May 5, 2027.

RECOMMENDATION

Request Board accept a one-year warranty expiring on May 5, 2027 and a Maintenance Bond in the amount of $208,156.64 for Fulton Meadows (aka East Atlantic Property).

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov

RESIDENTIAL MAINTENANCE BOND Bond No. 3000812

KNOWN ALL MEN BY THESE PRESENTS, That we, LGI Homes - Florida, LLC, as Principal, and Harco National Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Two Hundred Eight Thousand One Hundred Fifty Six and 64/100 ($ 208,156.64) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Fulton Meadows subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Harco National Insurance Company
4200 Six Forks Rd. Suite 1400
Raleigh, NC 27609

The Principal at:

LGI Homes - Florida, LLC
1450 Lake Robbins Drive, Suite 430
The Woodlands, TX 77380

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 7th day of November, 2025.

Witness

Printed Name

Witness

Printed Name

PRINCIPAL:

LGI Homes - Florida, LLC
Name of Corporation

By:

Charles Merdian
Printed Name
Title: Chief Financial Officer
(SEAL)

Witness

Printed Name

Witness

Printed Name

SURETY:

Harco National Insurance Company
Name of Corporation

By:

Eric P. Pratt
Printed Name
Title: Attorney-In-Fact
(SEAL)

(Attach power of attorney)

POWER OF ATTORNEY

Bond # 3000812

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ERIC P. PRATT, TRICIA N. SAUNDERS, GRACE J. GRAY, KATHLEEN M. O'BRIEN, DONNA M. BISHOP

North Adams, MA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 7, 2025

A00757

Irene Martins, Assistant Secretary

Maintenance Bond Engineer's Estimate
Fulton Meadows
9/8/2025

Description	Quantity	Unit		Unit Price		Amount
Potable Water System						
6" Wet tap w/valve/box/tag	2	EA	$	3,845.70	$	7,691.40
8" Directional Bore	85	LF	$	92.79	$	7,887.15
8" DR18 Water Pipe	355	LF	$	46.14	$	16,379.70
6" DR18 Water Pipe	7390	LF	$	32.01	$	236,553.90
4" DR18 Water Pipe	555	LF	$	23.14	$	12,842.70
8" x 6" MJ Tee	1	EA	$	802.65	$	802.65
8" MJ 90 Bend	1	EA	$	535.51	$	535.51
8" MJ 45 Bend	9	EA	$	626.14	$	5,635.26
8" MJ 11.25 Bend	3	EA	$	603.78	$	1,811.34
8" x 6" MJ Reducer	2	EA	$	319.23	$	638.46
6" MJ Tee	19	EA	$	459.57	$	8,731.83
6" MJ 90 Bend	2	EA	$	280.59	$	561.18
6" MJ 45 Bend	49	EA	$	258.96	$	12,689.04
6"MJ 11.25 Bend	2	EA	$	256.40	$	512.80
6" x 2" MJ Reducer	1	EA	$	376.89	$	376.89
8" MJ Gate Valve W/Box/Tag	2	EA	$	2,170.30	$	4,340.60
6" MJ Gate Valve W/Box/Tag	32	EA	$	1,256.61	$	40,211.52
4" MJ Gate Valve W/Box/Tag	1	EA	$	1,300.67	$	1,300.67
Single Water Short Service (Polk County)	25	EA	$	670.92	$	16,773.00
Single Water Long Service (Polk County)	9	EA	$	704.44	$	6,339.96
Double Water Short Service (Polk County)	53	EA	$	1,479.29	$	78,402.37
Double Water Long Service (Polk County)	35	EA	$	1,548.70	$	54,204.50
1" Single Water Landscape Service (Polk County)	4	EA	$	706.65	$	2,826.60
4" SCH Irrigation Sleeves	32	EA	$	15.62	$	499.84
Automatic Blowoff Assembly	3	EA	$	7,986.81	$	23,960.43
Fire Hydrant Assembly	8	EA	$	5,796.95	$	46,375.60
				Potable Water Subtotal	**$**	**588,884.90**
Reclaimed Water System						
6" DR 18 Reclaimed Pipe	3060	LF	$	31.82	$	97,369.20
4" DR18 Reclaimed Pipe	4259	LF	$	21.64	$	92,164.76
6" Directional Drilling	105	LF	$	117.94	$	12,383.70
6" RW Gate Valve	18	EA	$	1,538.31	$	27,689.58
4" 11.25 Bend	2	EA	$	324.34	$	648.68
4" 22.5 Bend	2	EA	$	324.34	$	648.68
6" Tee	2	EA	$	672.11	$	1,344.22
4" Tee	1	EA	$	302.57	$	302.57
6" x 4" Reducer	4	EA	$	353.50	$	1,414.00
Single Water Short Service (Polk County)	17	EA	$	727.35	$	12,364.95
Single Water Long Service (Polk County)	1	EA	$	753.26	$	753.26
Double Water Short Service (Polk County)	28	EA	$	1,479.34	$	41,421.52
Double Water Long Service (Polk County)	54	EA	$	1,560.24	$	84,252.96
				Reclaimed Water Subtotal	**$**	**372,758.08**
Sanitary Sewer System						
8" SDR 26 Pipe	7214	LF	$	24.07	$	173,640.98
4' Sanitary Manhole 0-6'	7	EA	$	2,760.87	$	19,326.09
4' Sanitary Manhole 6-8'	7	EA	$	3,174.38	$	22,220.66
4' Sanitary Manhole 8-10'	4	EA	$	3,678.10	$	14,712.40
4' Sanitary Manhole 10-12'	4	EA	$	4,294.20	$	17,176.80
4' Sanitary Manhole 12-14'	5	EA	$	4,816.63	$	24,083.15
Master Sanitary Manhole 5' 12-14' Lined	1	EA	$	14,009.27	$	14,009.27
Single Santary Service	52	EA	$	844.74	$	43,926.48
Double Sanitary Service	79	EA	$	1,488.62	$	117,600.98
				Sanitary Sewer Subtotal	**$**	**446,696.81**

Force Main System					
Lift Station	1	LS	$ 298,364.84	$	298,364.84
4" DR18 Forcemain	280	LF	$ 17.41	$	4,874.80
4" MJ 90 Bend	2	EA	$ 597.75	$	1,195.50
4" MJ 45 Bend	4	EA	$ 571.42	$	2,285.68
4" MJ 22.5 Bend	4	EA	$ 567.01	$	2,268.04
4" MJ Gate Valve w/box/tag	2	EA	$ 1,300.67	$	2,601.34
			Force Main Subtotal	**$**	**311,590.20**
Offsite Force Main System					
10" MJ Longsleeve Tie In	1	EA	$ 899.56	$	899.56
6" x 4" Wye	1	EA	$ 971.67	$	971.67
6" x 4" Reducer	11	EA	$ 971.67	$	971.67
10" DR18 FM	279	LF	$ 63.01	$	17,579.79
4" DR18 FM	1173	LF	$ 21.98	$	25,782.54
6" DR18@Princeton Manor	274	LF	$ 61.58	$	16,872.92
4" Directional Bore	1635	LF	$ 90.67	$	148,245.45
10" MJ Wye	1	EA	$ 3,132.85	$	3,132.85
10" MJ 45 B end	5	EA	$ 1,542.01	$	7,710.05
10" x 4" MJ Reducer	2	EA	$ 2,023.09	$	4,046.18
10" x 6" Redeucer	1	EA	$ 1,543.12	$	1,543.12
4" MJ 45 Bend	9	EA	$ 571.42	$	5,142.78
4" MJ 11.25 Bend	12	EA	$ 561.16	$	6,733.92
4" 22 Bend	2	EA	$ 567.01	$	1,134.02
4" MJ Gate Valve w/tag/box	5	EA	$ 1,300.67	$	6,503.35
4" MJ Cap	1	EA	$ 447.70	$	447.70
			Offsite Force Main Subtotal	**$**	**247,717.57**
Offsite Fulton Green Road					
1" SP 9.5 Asphalt Overlay	4365	SY	$ 8.70	$	37,975.50
1.5" SP 9.5 Asphalt Pavement	529	SY	$ 17.96	$	9,500.84
9" Crushed Concrete Base	529	SY	$ 22.52	$	11,913.08
8" Stablized Shoulder	789	SY	$ 18.55	$	14,635.95
Miami Curb	52	LF	$ 14.59	$	758.68
5" Concrete Sidewalk	156	LF	$ 23.71	$	3,698.76
5' ADA Ramp	2	EA	$ 1,094.09	$	2,188.18
18" RCP Mitered End	2	EA	$ 1,407.05	$	2,814.10
18" RCP Pipe	84	LF	$ 55.94	$	4,698.96
Bahia Sod@ROW	3727	SY	$ 2.89	$	10,771.03
Signing & Striping	1	LS	$ 14,963.78	$	14,963.78
			Offsite Fulton Green Rd Subtotal	**$**	**113,918.86**

Total Bond Estimate	$	2,081,566.42
10% Bond Amount	**$**	**208,156.64**



Digitally signed by John R Bannon
DN: c=US, o=Unaffiliated, dnQualifier=A01410C000001910FB09714000943DA, cn=John R Bannon
Location: Lakeland, Florida
Date: 2025.09.09 14:37:23 -04'00'

John R. Bannon, P.E. #84128
Wood & Associates Engineering LLC CA #32508
1925 Bartow Rd Suite
Lakeland, FL 33801

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Shaun Bridges, Inspector

Project Name: Fulton Meadows

Project #: LDRES-2021-21

DATE: 3/2/2026

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.10. 5/5/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $8,125.35 in the form of Maintenance Bond No. US00143144SU24A for RaceTrac - Winter Haven. (No Fiscal Impact)

DESCRIPTION

On February 4, 2025, the Board accepted Maintenance Bond No. US00143144SU24A in the amount of $8,125.35. A warranty inspection was performed on March 9, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. US00143144SU24A in the amount of $8,125.35.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. US00143144SU24A in the amount of $8,125.35 for RaceTrac - Winter Haven.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: RaceTrac – Winter Haven LDSUR-2024-71	
Road Name:	
Engineering Firm / Engineer of Record: Bryan Potts, P.E. - Tannath Design, Inc	
Contractor:	
Roadway Items	**Condition / Remarks**
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	
Drainage Items	**Condition / Remarks**
A. Retention Ponds:	
B. Drainage **C. Perimeter Swales:**	
Utility Items:	**Condition / Remarks**
A. Amount Security: $8,125.35	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	
Inspector: Tim Bearden	
Date: 3/9/2026	

COMMERCIAL MAINTENANCE BOND

Bond No. US00143144SU24A

KNOWN ALL MEN BY THESE PRESENTS, That we, RaceTrac, Inc., as Principal, and XL Specialty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of DE and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Eight Thousand One Hundred Twenty Five 35/100 ($ 8,125.35) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the RaceTrac Winter Haven, US HWY 540 W as filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect"); and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:
XL Specialty Insurance Company
677 Washington Blvd., 10th Floor, Suite 1000
Stamford, CT 06901

The Principal at:
RaceTrac, Inc.
200 Galleria Parkway SE, Suite 900
Atlanta, GA 30339

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 30th day of December, 20 24.

Witness

Lena Ovalle
Printed Name

Witness

ARTHUR ADAMS
Printed Name

PRINCIPAL:

RaceTrac, Inc.
Name of Corporation

By:

Joseph Akers
Printed Name

Title: Chief Legal Officer

(SEAL)

RaceTrac, Inc. CORPORATE SEAL 1986 Georgia

Witness

Kaden Tate
Printed Name

Witness

Imani Schley
Printed Name

SURETY:

XL Specialty Insurance Company
Name of Corporation

By:

Michelle Anne McMahon, Attorney-In-Fact
Printed Name

Title:

(SEAL)

(Attach power of attorney)

Docusign Envelope ID: 0E75AF61-3319-4299-A3B1-7229F814F0C5

Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1630773

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

Kathryn Pryor, Jennifer Godere, Gentry Stewart, Michelle Anne McMahon, Rebecca Sanford, Sarah Murtha, Connor Wolpert, Jonathan Gleason, Nicholas Miller, Doritza Mojica, Richard Hackner, Robyn Salley, Chad Johnson

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed $150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this November 14th, 2024.

XL SPECIALTY INSURANCE COMPANY

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

by: Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: Kevin M. Mirsch, ASSISTANT SECRETARY

On this 14th day of November, 2024, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney Issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 30th day of December, 2024

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 14th day of November, 2024.

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

XL REINSURANCE AMERICA INC.

by:

Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 14th day of November, 2024, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 30th day of December, 2024

XL REINSURANCE AMERICA INC. CORPORATE SEAL NEW YORK

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 11/14/2026

Agenda Item R.11. 5/5/2026

SUBJECT

Approve recommended changes to the functional classification of select Polk County roads: 1st Street, 3rd Street SE, Central Ave SE, Grandview Pkwy and Posner Blvd. (No Fiscal Impact)

DESCRIPTION

The Functional Classification Committee is comprised of representatives from the following Department and Divisions: Office of Planning and Development (OPD), Polk Transportation Planning Organization (TPO), and the Roads and Drainage and Land Development Divisions. The purpose of the committee is to review the existing functional classification of Polk County roads, per the "County Road Functional Classification" criteria adopted by the Board on August 5, 1997. The committee makes recommendations regarding the reclassification of roads as necessary and appropriate.

The committee has reviewed these roads and made the following reclassification recommendations:

ROAD #	LOCATION	ROAD NAME	Road Segment	CURRENT FC	PROPOSED FC
960522	Eloise	1st Street	Snively Ave to vacated Florence Ave Right-Of-Way	Local Residential (LR)	Local Commercial (LC)
941433	Highland City	3rd Street SE	Clubhouse Rd to Central Ave SE	Local Residential (LR)	Local Commercial (LC)
941420	Highland City	Central Ave SE	3rd Street SE to 4th Street SE	Local Residential (LR)	Local Commercial (LC)
671701	Davenport	Grandview Pkwy	Ernie Caldwell Blvd to Dead End	Local Commercial (LC)	Urban Collector (UC)
671815	Davenport	Posner Blvd	US 27 to Grandview Pkwy	Local Commercial (LC)	Urban Collector (UC)

RECOMMENDATION

Request Board approve the recommended County Road Functional Classifications as outlined above.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Lorenzo Thomas

863-534-6551

lorenzothomas@polkfl.gov

Office of Planning and Development/Polk Transportation Planning Organization

Functional Road Reclassification Requests

ROAD #	LOCATION	ROAD NAME	ROAD SEGMENT	CURRENT FC	PROPOSED FC
960522	Eloise	1st Street	Snively Ave to Florence Ave (Vacated Right-Of-Way)	Local Residential (LR)	Local Commercial (LC)
941433	Highland City	3rd Street SE	Clubhouse Rd to Central Ave SE	Local Residential (LR)	Local Commercial (LC)
941420	Highland City	Central Ave SE	3rd Street SE to 4th Street SE	Local Residential (LR)	Local Commercial (LC)
671701	Davenport	Grandview Pkwy	Ernie Caldwell Blvd to Dead End	Local Commercial (LC)	Urban Collector (UC)
671815	Davenport	Posner Blvd	US 27 to Grandview Pkwy	Local Commercial (LC)	Urban Collector (UC)

COUNTY ROAD FUNCTIONAL CLASSIFICATION

EXHIBIT A.

Adopted 08/05/97

ROAD SYSTEM	DEFINITION *Definition, volume, spacing and % mileage are used as presumptive guide in assigning functional class.*	TRIP PURPOSES *These trip purposes are used to determine functional classification. Road class is assigned where one or more of listed criteria is met.*	ROAD CLASS	VOLUME/ SPACING	% MILEAGE	
					Urban	Rural
ARTERIAL	The arterial road system primarily serves through-traffic and provides access to abutting properties as a secondary function. Arterial roads provide the highest degree of mobility and serve the largest proportion of total travel, i.e. vehicle miles traveled (traffic volume x mileage). This system is composed of interstate highways, other principal arterials and minor arterials. Arterial roads serve trips between and through cities. Arterials should form a reasonably integrated system to handle trips between different areas of a city, and the length of a typical trip on the system should exceed one mile. Principal arterials interconnect the large activity centers within an urban area as well as important rural routes. Minor arterials interconnect with and augment the principal arterial system, distribute travel to smaller activity centers and geographic areas with the urban area, and connect to major collector roads. ***Travel Movement:*** Main Movement (Principal Arterial) Distributor (Minor Arterial)	**(a) Travel to and through urbanized areas.** A primary route that connects one urbanized area to another. **(b) Travel to and through small urban areas.** The Primary route connecting one small urban area to an adjacent small urban area, an adjacent urbanized area, or to the network of roads connecting urbanized areas to each other. **(c) Interstate and regional commerce.** A route which has a United States Route designation granted by the American Association of State Highway Transportation Officials is considered to serve the primary purpose of interstate commerce. Those roads which serve the purpose of travel to and through urbanized areas are considered to serve the needs of regional commerce and thus meet both trip purposes. **(d) Access to municipal airports and major rail terminals or intermodal transfer facilities.** **(e) Access to major public facilities.** The primary route providing access to the major point of entrance to a major public facility. Major public facilities are defined to include: universities or community colleges; regional medical centers; natural attractions, such as state parks, that draw from a regional area and serve an average daily attendance of 1,000 persons in a single area; manmade attractions, such as theme parks, that attract audiences from a regional area; publicly-owned cultural and historic facilities, such as performing arts centers, civic center, and museums, that attract from a regional area. **(f) Interconnection of major thoroughfares.** A route that provides a high volume cross-connection between roads that meet at least two of the above listed purposes. For this trip purpose, the term "high-volume" is defined as a road with at least 25% of the volume observed on the connected roads at a point within one-half mile of the applicable intersections.	**Principal Arterial** **Trip Purposes:** **(a) - (c)**	**≥ 25,000 ADT**	5-10%	2-4%
			Minor Arterial **Trip Purposes:** **(d) - (f)**	**≥ 10,000 and < 25,000** —— **½ mile (cbd) to 1 mile**	15 - 25% (Principal + Minor)	6-10% (Principal + Minor)
COLLECTOR	The collector road system provides land access and traffic circulation within residential neighborhoods - commercial and industrial areas. Collectors provide a mix of mobility and land access functions; however, the main function of collectors is to conduct traffic from local residential streets to arterials. Collectors do not handle long through- trips and are not, of necessity, continuous for any great length. This system is composed rural major collector roads, rural minor collector roads, and urban collectors (differentiation between major and minor classes is not made in urban areas). In urban areas, collectors serve internal traffic movements within an area of the city, such as a subdivision, and connect this area with the arterial system. In rural areas, major collectors serve generators of intracounty importance, e.g. important mining and agricultural areas, and link these places with nearby larger towns or cities. Rural minor collectors provide service to the remaining small communities and link locally important generators with rural hinterland. ***Travel Movement:*** Collection; Access	**(g) Access to minor public facilities.** The primary route providing access to the major point of entrance to a minor public facility. Minor public facilities are those which do not meet the requirements listed in Paragraph (e), above, and include manmade attractions and publicly-owned cultural and historical facilities that attract local audiences. **(h) Interconnection of minor thoroughfares.** A route that provides cross-connection between roads that meet at least one of the above listed purposes. **(i) Access to concentrated land use areas.** A route that connects major thoroughfares to concentrations of land use, such as the primary connection to a community, large residential subdivision, neighborhood shopping center, or a public facility serving a local audience. **(j) Access to diffuse land use areas.** A route that connects major thoroughfares to diffuse areas of a single or mixed land use, such as the primary connection to a farming area consisting of large acreage tracts or scattered small residential developments.	**Urban Collector** **Trip Purposes:** **(g) - (i)**	**≥ 1,500 and < 10,000** —— **½ mile**	5-10%	20 - 25%
			Rural Major Collector **Trip Purposes:** **(g) - (i)**	**≥ 1,500 and < 10,000**		
			Rural Minor Collector **Trip Purpose: (j)**	**< 1,500**		
LOCAL	This road system comprises all roadways not on the arterial or collector system. Local streets primarily provide direct access to abutting land uses such as homes, and through-traffic movement is deliberately discouraged. These streets make up a large percentage of the total street mileage but carry a small proportion of the vehicle miles in travel. ***Travel Movement:*** Access; Termination	**(k) Travel between home and the nearest road on the primary road network composed of arterial and collector roads.** A route that connects residences to the roads serving longer trips, e.g., roads within a residential subdivision. **(l) Travel between commercial, industrial, and agricultural areas and the nearest road on the primary road network composed of arterial and collector roads.** A route that connects clusters of commercial, industrial, agricultural or mixed-residential land uses to the roads serving longer trips, e.g., roads within an industrial park.	**Local Residential** **Trip Purpose: (k)**	**< 1,500**	65 - 80%	65 - 75%
			Local Commercial **Trip Purpose: (l)**	**< 1,500**		

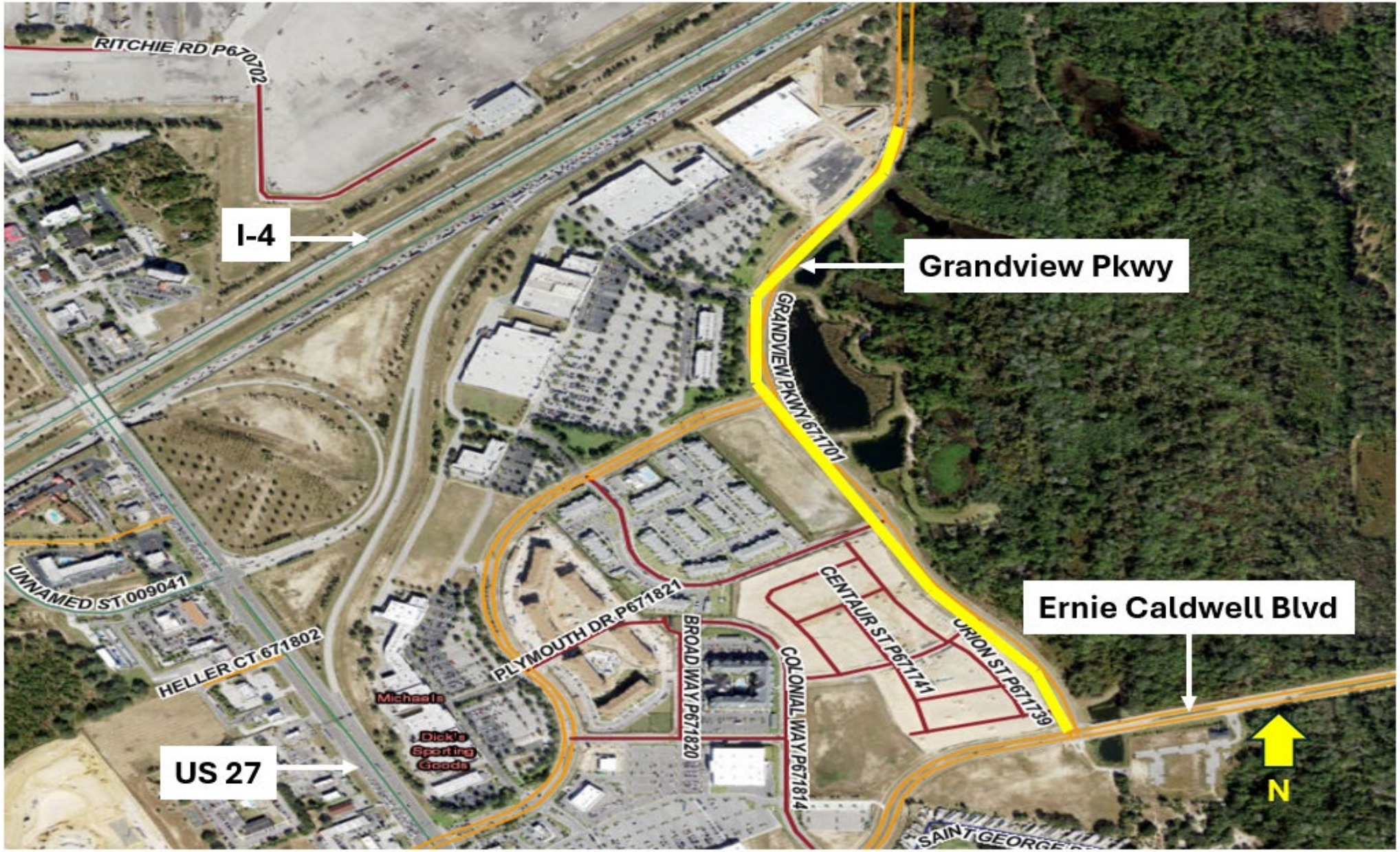
1st Street from Snively Ave to Florence Ave (Vacated R-O-W)
(LR to LC)



3rd Street SE & Central Ave SE from Clubhouse Rd to 4th Street SE
(LR to LC)

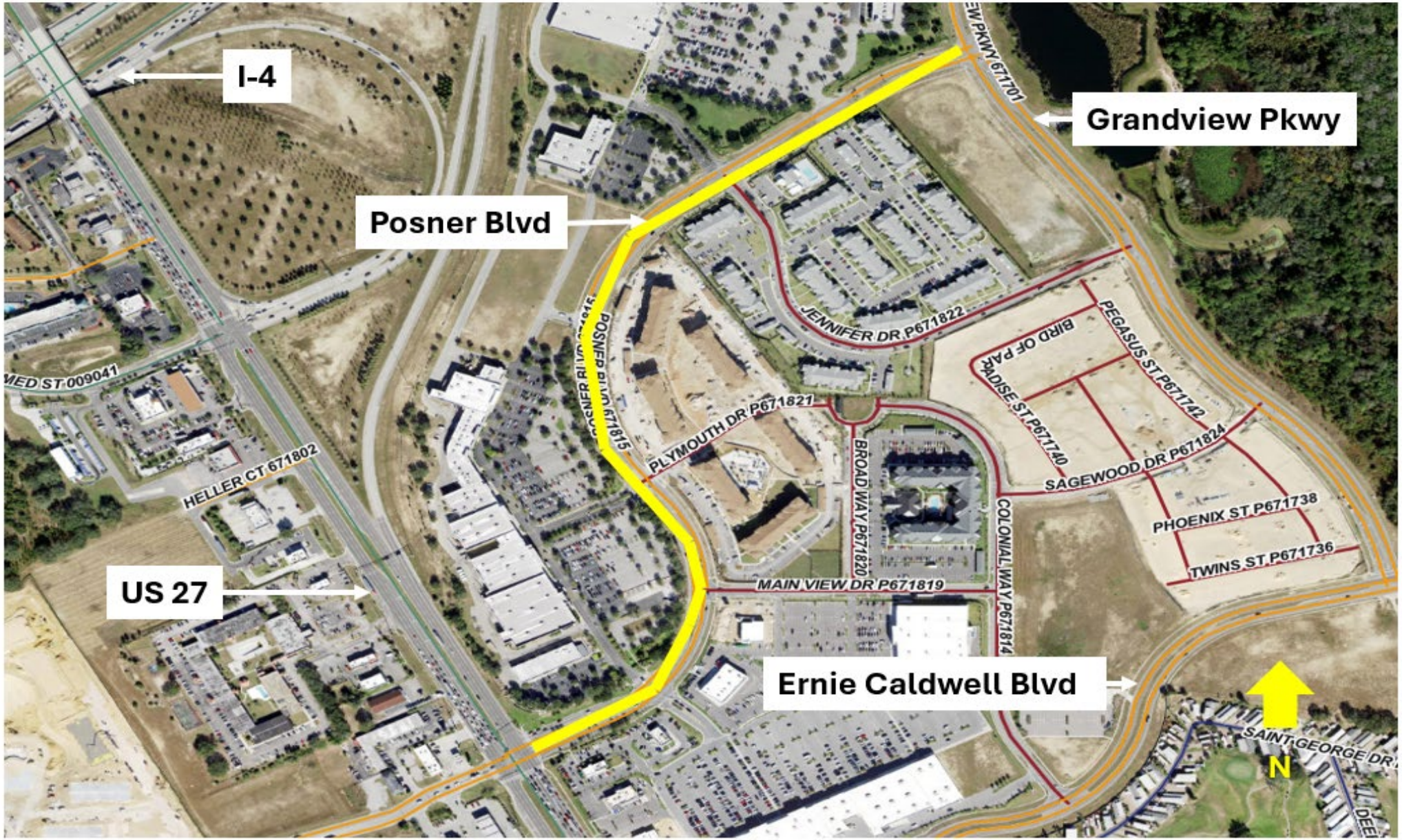


Grandview Pkwy from Ernie Caldwell Blvd to Dead End
(LC to UC)



Posner Blvd from US 27 to Grandview Pkwy

(LC to UC)



Agenda Item R.12. 5/5/2026

SUBJECT

Approve the State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for property located in Dundee, FL, for Case #RC25-SHIP-009. ($194,361.00 one-time expense).

DESCRIPTION

Approve the Homeowner Assistance Agreement for Case #RC25-SHIP-009 in the amount of $183,200.00 for a home replacement. Also, approve a SHIP Rehabilitation/Replacement Grant Agreement in the amount of $11,161.00 for construction soft costs. The total project cost is $194,361.00.

For reference, the 2026 International Building Code Valuation Table identifies an estimated construction cost of $175.92 per square foot. The total project cost for this home is $151.84 per square foot.

RECOMMENDATION

Request approval of this SHIP rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for Case #RC25-SHIP-009.

FISCAL IMPACT

Funds are available in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Marie Smoker

Housing Administrative Supervisor

mariasmoker@polkfl.gov

863-534-5241

Housing & Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

State Housing Initiatives Partnership (Ship) Rehabilitation/Replacement Grant Agreement

This Agreement entered into this day of _____, 2026 between **Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason**, herein after referred to as "Owner(s)" and Polk County, a political subdivision of the State of Florida, hereinafter referred to as "County".

Witnesseth

Whereas, the County has funds available for certain qualified real property owners for the purpose of providing grants for the assistance of said owners in the repair and rehabilitation of certain improvements (existing housing) found upon such owned real property; said real property being located within Polk County, Florida **214 Elinor Ave, Dundee, FL 33838**

Legal Description: Lot 72, 73 and 74 of D.L. HART SUBDIVISION, Dundee, Florida, according to the plat thereof recorded in Plat Book 23, page 10, public records of Polk County, Florida.

Whereas the County has determined that the Owner(s) meets all the eligibility criteria established for the aforementioned grants and is therefore eligible for a grant pursuant to the terms and provisions of said program.

Now, Therefore, in consideration of the covenants contained herein, the parties mutually agree as follows:

1. The Owner(s) agrees to accept **Eleven Thousand One Hundred Sixty-One and No/100 Dollars ($11,161.00)** as a grant to be used for construction soft costs and temporary location benefits.

2. The Owner(s) will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out or in connection with the repair and rehabilitation of the Owner(s) property due to the Owner(s) negligence.

3. The Owner(s) filed application with the County dated **01/10/2025** for Replacement/New Construction Assistance, and it is incorporated as part of this Agreement, by this reference.

4. This Agreement shall be binding upon the Owner(s), and the estate, personal representatives, heirs and devises of a deceased (Owner(s).

5. The use in this Agreement of the word Owner shall apply to the plural as well as the singular.

(Signatures on following page)

In Witness Whereof, the Owner(s) and County have executed this Agreement as of the day and year first above written.

Witness

Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason

Printed Name of Witness
Address of Witness
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Attest:
Stacy M. Butterfield, Clerk

Polk County, Florida, a political subdivision of the State of Florida

BY:
Deputy Clerk

Martha Santiago, Ed. D., Chair Date
Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2026, by Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

Polk County
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) Program
Replacement/New Construction
Homeowner Assistance Agreement
Case Number: RC25-SHIP-009

HOMEOWNER: Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason

PROPERTY ADDRESS: 214 Elinor Ave., Dundee, FL 33838

THIS AGREEMENT is entered into this _____ day of _____ 2026 by Polk County, a political subdivision of the State of Florida, **Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason** (hereinafter referred to as the "HOMEOWNER").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, Polk County has been designated by the State of Florida as the allocating authority for the SHIP funds; and,

WHEREAS, Polk County has agreed to use the SHIP funds to assist with the financing of the Rehabilitation/Replacement of homes that meet the requirements as set forth in the SHIP regulations, and Polk County's rehabilitation program.

NOW, THEREFORE, Polk County and the HOMEOWNER do mutually agree with the following:

(1) FORM OF ASSISTANCE
SHIP funds shall be used as a non-amortizing, zero percent (0%) interest rate, Deferred Payment Loan (DPL) in the principal amount of **$183,200.00** to assist with a Rehabilitation/Replacement of an owner-occupied home and a grant agreement in the amount of **$11,161.00** for construction soft costs.

(2) USE OF FUNDS
The SHIP funds shall be used to finance Rehabilitation/Replacement of single-family dwellings

(3) **AFFORDABILITY PERIOD**

The SHIP affordability period is fifteen (15) years. The affordability period from the date of recording the Deferred Mortgage and Security Agreement.

REPAYMENT/RECAPTURE

The SHIP loan is a zero percent (0%) interest Deferred Payment Loan and will be required to be repaid from the date of the loan, if one of the following events occurs.

a) The HOMEOWNER sells, transfers or disposes of the property or home either voluntarily or involuntarily.
b) The HOMEOWNER fails or ceases to occupy the home as their principal residence.
c) The HOMEOWNER, or if the HOMEOWNER is married, the survivor of the HOMEOWNER or the HOMEOWNER's spouse dies, and the heir(s) to the property is not a low-income person as defined by program criteria. Polk County Housing and Neighborhood Development ("HND") staff will determine the heir's income eligibility, and if the heir(s) is income eligible, a modification of the loan will be prepared and presented for approval by the Polk County Board of County Commissioners. If the heir is found not to be income eligible, at the option of Polk County, an agreement for repayment may be initiated immediately upon establishment of new ownership; or
d) The HOMEOWNER refinances the first mortgage loan at which time the remaining principal balance is due and payable to Polk County.
e) The HOMEOWNER violates any terms of the Mortgage and Security Agreement, or Mortgage Note entered into with Polk County.

In the event of a voluntary (sale) or involuntary (foreclosure) transfer of the property during the applicable period of affordability, Polk County will recapture all of the SHIP Subsidy funds provided to the HOMEOWNER.

If the net proceeds from a voluntary (sale) or involuntary (foreclosure) sale are insufficient to repay the amount of the SHIP subsidy, the County shall recapture the balance due on the loan or 100% of net proceeds from the sale, whichever is less. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the HOMEOWNER.

5) PROJECT REQUIREMENT

Polk County and the HOMEOWNER agree to comply with the following project requirements as set forth:

a) The HOMEOWNER certifies that the property will be his principal residence and that at the time of application and approval the HOMEOWNER's income, said income did not exceed eighty percent (80%)

area median income as determined by HUD with adjustments for family size.

$26,750.00 County Area Median Income (adjusted for family size)
50% Percentage (%) AMI Level of HOMEOWNER
$19,692.00 HOMEOWNER's Annual Income

b) The property is located in Polk County and will have after-rehabilitation or replacement appraised value equal to or less than ninety percent (90%) median area purchase price as established by the U.S. Treasury Department. Polk County has reviewed the household income and the property value requirements in accordance with SHIP Program requirements and has approved this project eligible for funding.

c) The HOMEOWNER must maintain the property in good physical condition for the life of the loan. The HOMEOWNER must be current with the payment of property taxes, HOMEOWNER's insurance, homestead exemption, and flood insurance, if applicable. Polk County must be named as an additional insured on all of the HOMEOWNER's insurance policies and a copy of this policy must be provided to Polk County.

6) HOUSING AND QUALITY STANDARDS

The property, after Rehabilitation/Replacement must meet Florida Housing's Minimum Rehabilitation Standards, Section 8 Housing Quality Standards (HQS) or the local or Florida Building Code (latest edition), whichever is more stringent. Polk County shall verify the property has met the housing and quality standards as evidenced by an issuance of a Certificate of Occupancy upon final inspection of the property that is the subject of the Rehabilitation/ Replacement.

7) REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that SHIP funds shall only be used for eligible SHIP activities. The HOMEOWNER also agrees that any work done by a licensed contractor in performance of this Agreement shall be done pursuant to a written contract, and only after all necessary permits are obtained.

Polk County shall reserve the right, pursuant to Polk County's own procedures, of final approval of all bids submitted from independent contractors relative to performing the rehabilitation and repair of HOMEOWNER's home. The nature of the Rehabilitation/Replacement work to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable Rehabilitation/Replacement work contract entered into between the HOMEOWNER and any Rehabilitation/Replacement contractor. The HOMEOWNER shall select the contractor(s) with Polk County's approval to perform the Rehabilitation/Replacement work upon the HOMEOWNER's aforesaid home. Polk

County shall, in combination with the HOMEOWNER, supervise the contractor(s) selected by the HOMEOWNER relative to the Rehabilitation/Replacement of the HOMEOWNER's aforesaid home. Polk County and the HOMEOWNER, as provided for in the applicable Rehabilitation/Replacement work contract entered into between the OWNER and any Rehabilitation/Replacement contractor, have the right to terminate or abandon the work contemplated pursuant to such contract.

Polk County shall have the right to enforce the provisions of said work contract by the employment of all legal methods deemed necessary in the judgment of Polk County, including the filing and prosecution of Breach of Contract court claims against applicable Rehabilitation/Replacement contractors. If the HOMEOWNER fails to execute and otherwise enter into said Rehabilitation/Replacement work contract with the said HOMEOWNER selected contractor(s) within five (5) days from receipt of written request by Polk County or its authorized agent, Polk County may, upon written notice to the HOMEOWNER, immediately terminate this Agreement without penalty whatsoever.

The amount of the Rehabilitation/Replacement Loan and the total amount the HOMEOWNER contracts to pay for the Rehabilitation/Replacement contractor(s) shall be determined at the sole judgment and discretion of Polk County. All monies to be used for the benefit of the HOMEOWNER pursuant to the aforesaid Rehabilitation/Replacement Loan shall be held by Polk County. All payments coming due to any contractor(s) shall be made by Polk County with written approval of HOMEOWNER pursuant to the terms and provisions of the executed Rehabilitation/Replacement work contract existing between the HOMEOWNER and the contractor(s).

Upon receipt of the contractor's proper mechanic's lien waiver, if applicable, Polk County shall request a final draw. If there are funds remaining after all work has been completed, inspected and accepted and all soft costs paid in full, Polk County shall adjust the amount of the loan and de-obligate the remaining funds. The HOMEOWNER will receive documentation of outstanding loan balance.

8) ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced and secured by a Lien/Promissory Note ("Note") and a Mortgage on the property. Should there exist any prior Mortgage liens against said property, Polk County may elect to insist that said prior Mortgage liens be made inferior to any Mortgage granted by the HOMEOWNER. Failure by the HOMEOWNER to comply with the terms of this Agreement and the Note and Mortgage shall be considered a default and appropriate legal actions shall be taken to enforce the terms and conditions of the Agreement.

9) DURATION OF THE AGREEMENT

The SHIP funds in the amount of **$183,200.00** are provided as a direct SHIP Subsidy in the form of a Deferred Payment Loan (DPL) of a 15-year (0%) interest loan. The 15-year affordability period begins from the recording date of the Deferred Mortgage and Security Agreement. This Agreement will terminate, and the total amount of the DPL loan will be forgiven at the end of the 15th year as long as the home remains the principal residence of the Homeowner and all other terms of this Agreement, Note and Mortgage are met.

10) OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act by the HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving Polk County.

All notices to the HOMEOWNER, as provided for pursuant to the provisions of this Agreement, shall be deemed received by the HOMEOWNER upon deliverance by U.S. Mail, or otherwise, or an appropriate written communication to the HOMEOWNER's home address as listed in this Agreement.

The HOMEOWNER shall be responsible for all costs, including reasonable attorney's fees, incurred by Polk County in the enforcement of the provisions of this Agreement, Mortgage, or Note, whether legal suit is brought or not.

The HOMEOWNER will indemnify and hold Polk County harmless together with all of Polk County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out of or in connection with the Rehabilitation/Replacement of the HOMEOWNER's property due to the HOMEOWNER's negligence.

The HOMEOWNER filed application with Polk County dated **01/10/2025,** for a Rehabilitation/Replacement Loan that is incorporated as part of this Agreement, by this reference.

This Agreement shall be binding upon the HOMEOWNER, the estate, personal representatives, heirs and devises of a deceased HOMEOWNER.

No delay or omission of Polk County to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

The use in this Agreement of the word HOMEOWNER shall apply to the plural as well as the singular.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

ATTEST:

_____
Witness

_____
Printed Name of Witness
Address of Witness
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

OWNER:

_____
Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason

ATTEST:
CLERK OF COURT
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County Florida, a political subdivision of the State of Florida

By:_____
Martha Santiago, Ed. D., Chair Date
Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____day of _____, 2026 by Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires: _____

SHIP
Estimated Project Costs
Rehabilitation/Replacement
15385.340554028.5334420

Homeowner:	Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason		Case No. RC25-SHIP-009	
	214 Elinor Ave.			
	Dundee, Fl. 33838			
Bid Amount	$	183,200.00	$	183,200.00
HO Contribution				
0% Payback Mortgage				
Deferred Mortgage	$	183,200.00	$	183,200.00
Soft Costs (Replacement/New Construction)				
Service Delivery	$	4,780.00	$	4,780.00
Appraisal	$	400.00	$	400.00
Survey		$0.00		$0.00
Blue Prints	$	450.00	$	450.00
Soil Test	$	160.00	$	160.00
Septic Tank Pumpout	$	650.00	$	650.00
Septic Tank Permit	$	180.00	$	180.00
Temp. Relocation	$	3,825.00	$	3,825.00
NOC Filing Fee	$	13.00	$	13.00
Mortgage Doc. Fee	$	642.00	$	642.00
Mortgage Recording Fee	$	61.00	$	61.00
Add'l Recording Fees		$0.00		$0.00
Total	$	11,161.00	$	11,161.00
TOTAL PROJECT COSTS			$	194,361.00

****

Polk Deferred Mortgage & Security Agreement	$	183,200.00
0% Payback Mortgage	$	-
Grant Agreement	$	11,161.00
TOTAL	$	194,361.00

Prepared By: Paul DiRocco
Housing and Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) REHABILITATION/REPLACEMENT DEFERRED MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement ("Mortgage") is given this _____ day of _____, 2026. The Mortgagor(s) **Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason, a single woman,** whose post office address is: **214 Elinor Ave., Dundee, FL 33838** ("Owner(s)"), agrees to give the Mortgage to Polk County, a political subdivision of the State of Florida ("Lender"). Owner(s) owes the Lender the principal sum of **One Hundred Eighty-Three Thousand Two Hundred and No/100 Dollars ($183.200.00).** This debt is evidenced by Owner's Mortgage Note ("Note") dated the same date as this Mortgage which provides for the debt of this Mortgage.

I. DUTIES AND OBLIGATIONS

1. Owner(s), in order to secure the performance of the Owner(s) of all agreements and conditions in the Note, this Mortgage, and any other loan agreement or instruments securing the Note does hereby mortgage, pledge, assign and grant a security interest to Lender in the following described property (hereinafter referred to as "Property"), situated at **214 Elinor Ave., Dundee, FL 33838,** and more particularly described as:

   Lots 72, 73 and 74 of D.L. HART SUBDIVISION, Dundee, Florida, according to the plat thereof recorded in Plat Book 23, page 10, public records of Polk County, Florida.

   A. All improvements now or hereafter erected on the Property; and

   B. All easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and improvements, structures, and fixtures attached to the Property, now and hereafter; and

   C. All rents, issues, profits, revenue, income, condemnation awards, insurance proceeds and other benefits from the property described above; provided, however, that permission is hereby given to Owner so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable.

2. Owner(s) warrants that Owner is indefeasibly seized of the Property in fee simple, and that the Owner has lawful authority to convey, mortgage, and encumber the Property. Owner warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

3. Owner(s) agree that Owner(s), his heirs, and legal representatives shall;

   A. perform and comply with, and abide by all stipulations, agreements, conditions and covenants of this Mortgage and the Note, and

   B. shall duly pay all taxes and all insurance premiums reasonably required, and

   C. keep the buildings on the premises in good repair and preservation, and

   D. pay all costs and expenses including reasonable attorney's fees that Lender may incur in collecting money secured by this Mortgage, and also enforcing this Mortgage by suit or otherwise, and

   E. fulfill all Owner's obligations under any home rehabilitation, improvement, repair or other loan agreement which Owner enters into with Lender.

II. EVENTS OF DEFAULT

1. Any one of the following shall constitute an event of default:

   A. Owner(s) fails to repair or replace any buildings or improvements damaged by fire or other casualty to the satisfaction of the Lender, or

   B. Owner(s) fails to maintain the Property in conformance with all local building, zoning and other applicable ordinances or codes, or

   C. the Property is sold or otherwise transferred without Lender's written approval, or

   D. if the dwelling ceases to be the full-time residence of the Owner while the Mortgage remains a lien thereon without Lender's written approval, or

   E. Owner refinances the property without prior consent from the Lender, or

   F. Owner(s) violates any other terms, covenants, provisions, or conditions of this Mortgage, the Note, other loan agreements or instruments securing the Note, or the Homeowner Assistance Agreement.

2. Acceleration; Remedies. If an event of default shall have occurred, the Lender, at the Lender's option, may declare the outstanding principal amount of the Note and all other sums secured hereby, to be due and payable immediately. Upon such declaration, such principal and other sums shall immediately be due and payable without demand or notice and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of the Note within thirty (30) days of default. Failure of the Owner to pay the principal amount of the Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover the Note.

Furthermore, the Owner agrees that the Lender may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to; (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirely or in separate lots or parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction; and (c) pursue any other remedy available to it.

No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note, is exclusive of any other right, power of remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder on under the Note or any other instrument security the Note, now or hereafter existing at law, in equity or by statute.

III. GENERAL PROVISIONS

1. No Waiver. No delay or omission of Lender to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

2. Governing Law. This Mortgage and all disputes as to the subject matter of this Mortgage between Owner(s) and Lender shall be governed by the laws of Florida.

3. Venue. All disputes involving the subject matter of this Mortgage shall be brought in a competent court in Polk County, Florida.

4. Modification of Agreement. All modifications to this Mortgage must be in writing and signed by both Owner(s) and Lender.

5. Separation of Inappropriate Provisions. If any provision of this Mortgage shall be deemed inappropriate by a court, the inappropriate provision shall be severed, and the rest of this Mortgage shall remain enforceable between Owner(s) and Lender.

6. Successors and Assigns Bound. This mortgage shall be binding on the parties, their assigns, successors, representatives or administrators. In the event that a sole Owner should die, or upon the death of the survivor of Joint Owners, the obligations created herein shall be binding upon the Estate, personal representative, heirs, or devisee of the deceased Owner.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

ATTEST:

OWNER(s):

_____
Witness

_____
Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason

_____
Printed name of Witness
Address of Witness:
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2026, by Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

Prepared By: Paul DiRocco
Housing and Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
Rehabilitation/Replacement
DEFERRED MORTGAGE AND SECURITY AGREEMENT
MORTGAGE NOTE

NAME: **Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason**

ADDRESS: **214 Elinor Ave., Dundee, FL 33838**
CASE NUMBER: **RC25-SHIP-009**
LOAN AMOUNT: **$183,200.00**

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantor is **Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason** whose post office address is: **214 Elinor Ave., Dundee, FL 33838** "Owner(s)"). For value, the Owner jointly and severally promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida **One Hundred Eighty-Three Thousand Two Hundred and No/100 Dollars ($183,200.00),** payable in one installment at Bartow, Florida or at such a place as may hereafter be designated in writing by the County. This debt is secured by the Mortgage and Security Agreement ("Mortgage") dated the same date as this Note.

The Note shall be for a period of **fifteen (15) years** the date of recording the Deferred Mortgage and Security Agreement as referenced in the SHIP Program Rehabilitation/Replacement Program Homeowner Assistance Agreement. Repayment of this Note shall take place in the following manner:

1. If a default occurs, the Note shall be due and payable in full.

2. If no default occurs, the debt shall be permanently forgiven at the expiration of the **fifteenth (15th) year**.

This Note incorporates, and is incorporated into, the Mortgage of even date of the Property described above.

The Owner reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

If default be made in the payment of any sums mentioned herein or in said Mortgage, or in the performance of the mortgage, then the entire principal sum shall at the option of the County become at once due and collectible without notice, time being of the essence, and said principal sum shall bear

interest from the date of default until paid at a rate not to exceed three percent (3%) per annum. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of this Note within thirty (30) days of default of the deferment. Failure of the Owner to pay the principal amount of this Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover on this Note.

If a suit is instituted by the County to recover on this Note, the Owner agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

This Note is secured by a Mortgage on real estate of even date duly filed for record in Polk County, Florida. The terms of said Mortgage are by this reference made a part hereof.

Demand, protest and notice of demand and protest are hereby waived, and the Owner hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Each person liable hereon whether maker or his heirs, legal representatives or assigns, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this Note or default hereunder, or said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

ATTEST:

_____
Witness

_____
Printed name of Witness
Address of Witness:
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

OWNER(s):

_____
Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Rhonda L. Mason-Cobb f/k/a Rhonda L. Mason, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

Effective January 1, 2025

RESIDENT INCOME CERTIFICATION – Homeownership/DPA

Florida Housing Finance Corporation
State Housing Initiatives Partnership (SHIP) Program

Effective Date: _____ Allocation Year: _____

A. **Recipient Information** (select one)

a. ☑ Current homeowner

b. ___ Home buyer ☑ Existing Dwelling ___ Newly Constructed Dwelling

B. **Subsidy Use** (check all that apply)

___ Down Payment Assistance
___ Closing Costs
___ Interest Subsidy
___ Loan Guarantee
___ Principal Buy Down
☑ Rehabilitation
___ Emergency Repair
___ Other

C. **Household Information:** Include all household members

Member	Full Name	Relationship to Head	Age
1	Rhonda Mason-Cobb	HEAD	61
2			
3			
4			
5			
6			
7			
8			

D. **Assets:** All household members including assets owned by minors

Member	Asset Description	Cash Value	Income from Assets
1	Truist Checking *7300	0.00	
2	608 Dr. Martin Luther King St., Dundee, Fl. 33830	19,321.65	
3	Lots 58 & 59, Dundee, Fl. 33838	2,403.02	
4			
5			
6			
7			
8			
Total Cash Value of Assets D(a)		$ 21,724.67	
Total Income from Assets		D(b)	$ 0.00
If line D(a) is greater than $51,600: Add the income from any assets for which actual income can be calculated, then calculate the imputed income for the assets where actual income cannot be calculated. To calculate imputed income, multiply the amount of assets where actual income cannot be calculated by the HUD specified rate		D(c)	$

(.45%). Combine both amounts and enter results in D(c), which must be counted on page two alongside other sources of household income.	0.00

E. **Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission, bonuses and	Benefits / Pensions	Public Assistance	Other Income	*Asset Income
1		19,692.00			(Enter the greater of **box D(b)** or box D(c), above, in box **E(e)** below)
2					
3					
4					
5					
6					
7					
8					
	(a)	**(b)**	**(c)**	**(d)**	**(e)**
Totals	$ 0.00	$ 19,692.00	$ 0.00	$ 0.00	$ 0.00
Enter total of items E(a) through E(e). This amount is the **Annual Anticipated Household Income**					$ 19,692.00

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

Rhonda Mann-Cobb — Date 1/27/25
Signature of Head of Household

Date _____
Signature of Spouse or Co-Head of Household

Date _____
Signature of Household Member (over 18 years)

Date _____
Signature of Household Member (over 18 years)

Date _____
Signature of Household Member (over 18 years)

Date _____
Signature of Household Member (over 18 years)

Effective January 1, 2025

G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

☐ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

☑ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: $ 26,750.00

☐ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

☐ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

☐ **121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

Based upon the Income Limits for 2024 (year) (MSA or County) Plok

Signature of the SHIP Administrator or His/Her Designated Representative:

Signature Marie Smoker Date 02/03/2025

Name (print or type) Marie Smoker Title Housing Administrative Supervisor

H. **Household Data** (to be completed by Head of Household only)

Household elects to not participate.						(Initials of Household Head)			
Head of Household Data									
By Race / Ethnicity						**By Age**			
White	Black	Hispanic	Asian	American Indian	Other	**0 - 25**	**26 - 40**	**41 - 61**	**62 +**
	1							1	
Household Members Data									
Special Target / Special Needs (Check all that apply to any member)									
Farm worker	**Developmentally Disabled**	**Homeless**	**Elderly**	**Special Needs (define)**	**Special Needs (define)**				
☐	☐	☐	☐						

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information

unless they desire to do so. Refusal to provide information in this Section will not affect any right household has as residents. There is no penalty for households that do not complete the form.

Florida Housing Finance Corporation **State Housing Initiatives Partnership (SHIP) Program** **Asset Guidelines** Follow these guidelines when completing Section D of the Resident Income Certification (RIC) form.
Net family assets are defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of investment, except as excluded.

ANNUALLY ADJUSTED ASSET THRESHOLD AMOUNT AND VERIFICATION REQUIREMENTS
• When the total net value of assets **is equal to or less than $51,600**, the family may self-certify assets.
• The threshold amount effective January 1, 2025 is $51,600.
• When the total net value of assets **exceeds $51,600**, each asset must be verified.
• The most current bank statement may be used to verify checking and savings account.

INSTRUCTIONS FOR COMPLETING SECTION D (NET FAMILY ASSETS) ON RESIDENT INCOME CERTIFICATION FORM
• Include assets owned by all family members, including assets owned by minors. Do not include assets owned by foster adults or foster children.
• Include only those assets that are not excluded from net family assets (see below for a list of exclusions).
• Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded by 24 CFR § 5.609(b).
• Calculate and include imputed income only when the following 3 conditions are met: 1. The value of net family assets exceeds $51,600. 2. The specific asset is included in net family assets; and 3. Actual asset income cannot be calculated for the specific asset. • The Passbook Rate should be used to calculated imputed income. The current rate is 0.45%.
• Actual income can be $0.00. For example, a checking account with a 0% interest rate has an actual income of $0.00. Imputed income would not be calculated.
• The cash value of real property or other assets with negative equity would be considered $0 for the purposes of calculating net family assets.

REQUIRED EXCLUSIONS FROM NET FAMILY ASSETS
• The value of necessary items of personal property (see below for a list of necessary personal property).
• The value of all non-necessary items of personal property with a total combined value of $51,600 or less, annually adjusted for inflation.
• The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including Individual Retirement Accounts (IRAs), employer retirement plans (e.g., 401(k), 403(b)), and retirement plans for self-employed individuals.
• The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.
• Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family being a person with disabilities.
• The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986; the

value of any qualified tuition program under section 529 of such Code; and the amounts in, contributions to, and 61 distributions from any Achieving a Better Life Experience (ABLE) account authorized under section 529A of such code.
• The value of any "baby bond" account created, authorized, or funded by the federal, state, or local government (money held in trust by the government for children until they are adults).
• Interests in Indian trust land.
• Equity in a manufactured home where the family receives assistance under 24 CFR Part 982.
• Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR Part 982.
• Family Self-Sufficiency accounts.
• Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.
• The full amount of assets held in an irrevocable trust.
• The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household.

EXAMPLES OF NECESSARY AND NON-NECESSARY PERSONAL PROPERTY (This is not an exhaustive list.)	
Necessary Personal Property (Excluded from Net Family Assets)	**Non-Necessary Personal Property (Excluded when total is equal to/less than $51,600)**
• Car(s)/vehicle(s) that a family relies on for transportation for personal or business use (e.g., bike, motorcycle, skateboard, scooter)	• Recreational car/vehicle not needed for day-to-day transportation (campers, motorhomes, travel trailers, all-terrain vehicles (ATVs))
• Furniture, carpets, linens, kitchenware	• Bank accounts or other financial investments (e.g., checking account, savings account, stocks/bonds)
• Common appliances	• Recreational boat/watercraft
• Common electronics (e.g., radio, television, DVD player, gaming system)	• Expensive jewelry without religious or cultural value, or which does not hold family significance
• Clothing	• Collectibles (e.g., coins/stamps)
• Personal effects that are not luxury items (e.g., toys, books)	• Equipment/machinery that is not used to generate income for a business
• Wedding and engagement rings	• Items such as gems/precious metals, antique cars, artwork, etc.
• Jewelry used in religious/cultural celebrations and ceremonies	
• Religious and cultural items	
• Medical equipment and supplies	
• Health care–related supplies	
• Musical instruments used by the family	
• Personal computers, phones, tablets, and related equipment	
• Professional tools of trade of the family, for example professional books	
• Educational materials and equipment used by the family, including equipment to accommodate persons with disabilities	
• Equipment used for exercising (e.g., treadmill, stationary bike, kayak, paddleboard, ski equipment)	
• Items of personal property not considered necessary will be classified as non-necessary.	

Florida Housing Finance Corporation **State Housing Initiatives Partnership (SHIP) Program Asset Self-Certification** *(Complete only <u>one</u> form per household; include assets of children.)*	
For the following asset types, include the current Cash Value of **<u>each</u>** asset held by any family member and the actual income that the asset earns. *Cash value is ***current*** **market value minus cost to convert** an asset to cash, such as broker's fees, settlement costs, outstanding loans, penalties for early withdrawal, etc.*	
Household Name:	

PART I. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE(FMV)		
☐ **Yes**	☐ **No**	Within the past two (2) years, I/we have sold or given away assets below their fair market value (FMV).

Asset #1:		Date of Disposal:		FMV - amt received:	$
Asset #2:		Date of Disposal:		FMV - amt received:	$

PART II: FEDERAL TAX RETURN OR REFUNDABLE FEDERAL TAX CREDIT		
Have you received a federal tax return or refundable federal tax credit in the last 12 months?	☐ **Yes**	☐ **No**
Amount of return/credit:	$	

PART III: NON-NECESSARY PERSONAL PROPERTY (NNPP)	
☐	**I/we have non-necessary personal property which is listed here'**
☐	**I/we do not have any non-necessary personal property**

Type of Asset	**(A) Cash Value***	**(B) Annual Income**	**Type of Asset**	**(A) Cash Value***	**(B) Annual Income**
Cash on Hand	$	N/AP	Cryptocurrency	$	$
Pre-paid Debit Card (including Govt. Benefits)	$	N/AP	Money Market/ CD	$	$
Checking/Savings	$	$	Annuities	$	$
Checking/Savings	$	$	Brokerage Account	$	$
Savings	$	$	Stocks/Bonds	$	$
Internet based assets (Cash App, Venmo, PayPal, Crowdfunding,	$	$	Other: _____	$	$

etc.)					
Whole Life Ins	$	$	Other: _____	$	$

Non-Account Based Possessions not general held in an account such as vehicles used for recreation (e.g., RVs, ATVs, and Boats), antique cars, collectibles (e.g. stamps, jewelry, coins, and artwork.), and equipment/machinery that is not used to generate income for a business	
Description	**(A) Cash Value ***
	$
	$
	$
	$

PART IV. REAL PROPERTY	
☐	**I/we have real property which is listed here.**
☐	**I/we do not have any real property.**

Description of Property	**(C) Cash Value***	**(D) Income**
	$	$
	$	$

Under penalty of perjury, I/we certify that the information presented in this certification is true and accurate to the best of my/our knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in the termination of a lease agreement.

Signature of Applicant/Tenant	Date	Signature of Applicant/Tenant	Date
Rhonda Mason-Cobb	1/21/25		

PENALTIES FOR MISUSING THIS CONTENT: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7), and (8). Violations of these provisions are cited as violations of 42 USC 408 (a), (6), (7), and (8).

Agenda Item R.13. 5/5/2026

SUBJECT

Approve the State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for property located in Unincorporated Lakeland, FL, for Case #RC25-SHIP-012. ($187,706.00 one-time expense).

DESCRIPTION

Approve a Homeowner Assistance Agreement for Case #RC25-SHIP-012 in the amount of $177,700.00 for a home replacement and a SHIP Rehabilitation/Replacement Grant Agreement in the amount of $10,006.00 for construction soft costs, for a total project cost of $187,706.00.

The 2026 International Building Code Valuation Table identifies an estimated construction cost of $175.92 per square foot. The total project cost for this home is $146.64 per square foot.

RECOMMENDATION

Request approval of this SHIP rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for Case #RC25-SHIP-012.

FISCAL IMPACT

Funds are available in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Marie Smoker

Housing Administrative Supervisor

mariasmoker@polkfl.gov <mailto:mariasmoker@polkfl.gov>
863-534-5241

Housing & Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

State Housing Initiatives Partnership (Ship) Rehabilitation/Replacement Grant Agreement

This Agreement entered into this day of _____, 2026 between **Gary L. Strong and Patricia Ann Strong**, herein after referred to as "Owner(s)" and Polk County, a political subdivision of the State of Florida, hereinafter referred to as "County".

Witnesseth

Whereas, the County has funds available for certain qualified real property owners for the purpose of providing grants for the assistance of said owners in the repair and rehabilitation of certain improvements (existing housing) found upon such owned real property; said real property being located within Polk County, Florida **434 Timberlane W., Lakeland, FL 33801**

Legal Description: Lot 32 of COMBEEWOOD, according to the plat thereof recorded in Plat Book 61, Page 9, public records of Polk County, Florida.

Whereas the County has determined that the Owner(s) meets all the eligibility criteria established for the aforementioned grants and is therefore eligible for a grant pursuant to the terms and provisions of said program.

Now, Therefore, in consideration of the covenants contained herein, the parties mutually agree as follows:

1. The Owner(s) agrees to accept **Ten Thousand Six and No/100 Dollars ($10,006.00)** as a grant to be used for construction soft costs and temporary location benefits.

2. The Owner(s) will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out or in connection with the repair and rehabilitation of the Owner(s) property due to the Owner(s) negligence.

3. The Owner(s) filed application with the County dated 07/16/2025 for Replacement/New Construction Assistance, and it is incorporated as part of this Agreement, by this reference.

4. This Agreement shall be binding upon the Owner(s), and the estate, personal representatives, heirs and devises of a deceased (Owner(s).

5. The use in this Agreement of the word Owner shall apply to the plural as well as the singular.

(Signatures on following page)

In Witness Whereof, the Owner(s) and County have executed this Agreement as of the day and year first above written.

Witness

Printed Name of Witness
Address of Witness
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Gary L. Strong

Witness

Printed Name of Witness
Address of Witness
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Patricia Ann Strong

Attest:
Stacy M. Butterfield, Clerk

BY:
Deputy Clerk

Polk County, Florida, a political subdivision of the State of Florida

Martha Santiago, Ed. D., Chair Date
Board of County Commissioners

(Notary signatures appear on following page)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Gary L. Strong, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Patricia Ann Strong, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

Polk County
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) Program
Replacement/New Construction
Homeowner Assistance Agreement
Case Number: RC25-SHIP-012

HOMEOWNER: Gary L. Strong and Patricia Ann Strong

PROPERTY ADDRESS: 434 Timberlane W., Lakeland, FL 33801

THIS AGREEMENT is entered into this _____ day of _____ 2026 by Polk County, a political subdivision of the State of Florida, **Gary L. Strong and Patricia Ann Strong**, (hereinafter referred to as the "HOMEOWNER").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, Polk County has been designated by the State of Florida as the allocating authority for the SHIP funds; and,

WHEREAS, Polk County has agreed to use the SHIP funds to assist with the financing of the Rehabilitation/Replacement of homes that meet the requirements as set forth in the SHIP regulations, and Polk County's rehabilitation program.

NOW, THEREFORE, Polk County and the HOMEOWNER do mutually agree with the following:

(1) FORM OF ASSISTANCE
SHIP funds shall be used as a non-amortizing, zero percent (0%) interest rate, Deferred Payment Loan (DPL) in the principal amount of $177,700.00 to assist with a Rehabilitation/Replacement of an owner-occupied home and a grant agreement in the amount of $10,006.00 for construction soft costs.

(2) USE OF FUNDS
The SHIP funds shall be used to finance Rehabilitation/Replacement of single-family dwellings

(3) **AFFORDABILITY PERIOD**
The SHIP affordability period is fifteen (15) years. The affordability period from the date of recording the Deferred Mortgage and Security Agreement.

REPAYMENT/RECAPTURE

The SHIP loan is a zero percent (0%) interest Deferred Payment Loan and will be required to be repaid from the date of the loan, if one of the following events occurs.

a) The HOMEOWNER sells, transfers or disposes of the property or home either voluntarily or involuntarily.
b) The HOMEOWNER fails or ceases to occupy the home as their principal residence.
c) The HOMEOWNER, or if the HOMEOWNER is married, the survivor of the HOMEOWNER or the HOMEOWNER's spouse dies, and the heir(s) to the property is not a low-income person as defined by program criteria. Polk County Housing and Neighborhood Development ("HND") staff will determine the heir's income eligibility, and if the heir(s) is income eligible, a modification of the loan will be prepared and presented for approval by the Polk County Board of County Commissioners. If the heir is found not to be income eligible, at the option of Polk County, an agreement for repayment may be initiated immediately upon establishment of new ownership; or
d) The HOMEOWNER refinances the first mortgage loan at which time the remaining principal balance is due and payable to Polk County.
e) The HOMEOWNER violates any terms of the Mortgage and Security Agreement, or Mortgage Note entered into with Polk County.

In the event of a voluntary (sale) or involuntary (foreclosure) transfer of the property during the applicable period of affordability, Polk County will recapture all of the SHIP Subsidy funds provided to the HOMEOWNER.

If the net proceeds from a voluntary (sale) or involuntary (foreclosure) sale are insufficient to repay the amount of the SHIP subsidy, the County shall recapture the balance due on the loan or 100% of net proceeds from the sale, whichever is less. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the HOMEOWNER.

5) PROJECT REQUIREMENT

Polk County and the HOMEOWNER agree to comply with the following project requirements as set forth:

a) The HOMEOWNER certifies that the property will be his principal residence and that at the time of application and approval the HOMEOWNER's income, said income did not exceed eighty percent (80%)

area median income as determined by HUD with adjustments for family size.

$33,350.00 County Area Median Income (adjusted for family size)
50% Percentage (%) AMI Level of HOMEOWNER
$30,640.80 HOMEOWNER's Annual Income

b) The property is located in Polk County and will have after-rehabilitation or replacement appraised value equal to or less than ninety percent (90%) median area purchase price as established by the U.S. Treasury Department. Polk County has reviewed the household income and the property value requirements in accordance with SHIP Program requirements and has approved this project eligible for funding.

c) The HOMEOWNER must maintain the property in good physical condition for the life of the loan. The HOMEOWNER must be current with the payment of property taxes, HOMEOWNER's insurance, homestead exemption, and flood insurance, if applicable. Polk County must be named as an additional insured on all of the HOMEOWNER's insurance policies and a copy of this policy must be provided to Polk County.

6) HOUSING AND QUALITY STANDARDS

The property, after Rehabilitation/Replacement must meet Florida Housing's Minimum Rehabilitation Standards, Section 8 Housing Quality Standards (HQS) or the local or Florida Building Code (latest edition), whichever is more stringent. Polk County shall verify the property has met the housing and quality standards as evidenced by an issuance of a Certificate of Occupancy upon final inspection of the property that is the subject of the Rehabilitation/ Replacement.

7) REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that SHIP funds shall only be used for eligible SHIP activities. The HOMEOWNER also agrees that any work done by a licensed contractor in performance of this Agreement shall be done pursuant to a written contract, and only after all necessary permits are obtained.

Polk County shall reserve the right, pursuant to Polk County's own procedures, of final approval of all bids submitted from independent contractors relative to performing the rehabilitation and repair of HOMEOWNER's home. The nature of the Rehabilitation/Replacement work to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable Rehabilitation/Replacement work contract entered into between the HOMEOWNER and any Rehabilitation/Replacement contractor. The HOMEOWNER shall select the contractor(s) with Polk County's approval to perform the Rehabilitation/Replacement work upon the HOMEOWNER's aforesaid home. Polk

County shall, in combination with the HOMEOWNER, supervise the contractor(s) selected by the HOMEOWNER relative to the Rehabilitation/Replacement of the HOMEOWNER's aforesaid home. Polk County and the HOMEOWNER, as provided for in the applicable Rehabilitation/Replacement work contract entered into between the OWNER and any Rehabilitation/Replacement contractor, have the right to terminate or abandon the work contemplated pursuant to such contract.

Polk County shall have the right to enforce the provisions of said work contract by the employment of all legal methods deemed necessary in the judgment of Polk County, including the filing and prosecution of Breach of Contract court claims against applicable Rehabilitation/Replacement contractors. If the HOMEOWNER fails to execute and otherwise enter into said Rehabilitation/Replacement work contract with the said HOMEOWNER selected contractor(s) within five (5) days from receipt of written request by Polk County or its authorized agent, Polk County may, upon written notice to the HOMEOWNER, immediately terminate this Agreement without penalty whatsoever.

The amount of the Rehabilitation/Replacement Loan and the total amount the HOMEOWNER contracts to pay for the Rehabilitation/Replacement contractor(s) shall be determined at the sole judgment and discretion of Polk County. All monies to be used for the benefit of the HOMEOWNER pursuant to the aforesaid Rehabilitation/Replacement Loan shall be held by Polk County. All payments coming due to any contractor(s) shall be made by Polk County with written approval of HOMEOWNER pursuant to the terms and provisions of the executed Rehabilitation/Replacement work contract existing between the HOMEOWNER and the contractor(s).

Upon receipt of the contractor's proper mechanic's lien waiver, if applicable, Polk County shall request a final draw. If there are funds remaining after all work has been completed, inspected and accepted and all soft costs paid in full, Polk County shall adjust the amount of the loan and de-obligate the remaining funds. The HOMEOWNER will receive documentation of outstanding loan balance.

8) ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced and secured by a Lien/Promissory Note ("Note") and a Mortgage on the property. Should there exist any prior Mortgage liens against said property, Polk County may elect to insist that said prior Mortgage liens be made inferior to any Mortgage granted by the HOMEOWNER. Failure by the HOMEOWNER to comply with the terms of this Agreement and the Note and Mortgage shall be considered a default and appropriate legal actions shall be taken to enforce the terms and conditions of the Agreement.

9) DURATION OF THE AGREEMENT

The SHIP funds in the amount of **$177,700.00** are provided as a direct SHIP Subsidy in the form of a Deferred Payment Loan (DPL) of a 15-year (0%) interest loan. The 15-year affordability period begins from the recording date of the Deferred Mortgage and Security Agreement. This Agreement will terminate, and the total amount of the DPL loan will be forgiven at the end of the 15th year as long as the home remains the principal residence of the Homeowner and all other terms of this Agreement, Note and Mortgage are met.

10) OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act by the HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving Polk County.

All notices to the HOMEOWNER, as provided for pursuant to the provisions of this Agreement, shall be deemed received by the HOMEOWNER upon deliverance by U.S. Mail, or otherwise, or an appropriate written communication to the HOMEOWNER's home address as listed in this Agreement.

The HOMEOWNER shall be responsible for all costs, including reasonable attorney's fees, incurred by Polk County in the enforcement of the provisions of this Agreement, Mortgage, or Note, whether legal suit is brought or not.

The HOMEOWNER will indemnify and hold Polk County harmless together with all of Polk County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out of or in connection with the Rehabilitation/Replacement of the HOMEOWNER's property due to the HOMEOWNER's negligence.

The HOMEOWNER filed application with Polk County dated **07/16/2025,** for a Rehabilitation/Replacement Loan that is incorporated as part of this Agreement, by this reference.

This Agreement shall be binding upon the HOMEOWNER, the estate, personal representatives, heirs and devises of a deceased HOMEOWNER.

No delay or omission of Polk County to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

The use in this Agreement of the word HOMEOWNER shall apply to the plural as well as the singular.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

ATTEST:

_____
Witness

_____
Printed Name of Witness
Address of Witness
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

OWNER:

_____
Gary L. Strong

_____
Witness

_____
Printed Name of Witness
Address of Witness
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

_____
Patricia Ann Strong

ATTEST:
CLERK OF COURT
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Polk County Florida, a political subdivision of the State of Florida

By:_____
Martha Santiago, Ed. D., Chair Date
Board of County Commissioners

(Notary signatures appear on following page)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____day of _____, 2026 by Gary L. Strong, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____day of _____, 2026 by Patricia Ann Strong, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires: _____

SHIP
Estimated Project Costs
Rehabilitation/Replacement
15385.340554028.5334420

Homeowner: Gary L. Strong
Patricia Ann Strong
434 Timberlane W.
Lakeland, Fl. 33801

Case No. RC25-SHIP-012

Bid Amount	$	177,700.00	$	177,700.00
HO Contribution				
0% Payback Mortgage				
Deferred Mortgage	$	177,700.00	$	177,700.00

Soft Costs (Replacement SHIP GRANT)

Service Delivery	$	4,618.00	$	4,618.00
Appraisal	$	400.00	$	400.00
Survey		$0.00		$0.00
Blue Prints	$	450.00	$	450.00
Soil Test		$0.00		$0.00
Septic Tank Pumpout		$0.00		$0.00
Septic Tank Permit		$0.00		$0.00
Temp. Relocation	$	3,825.00	$	3,825.00
NOC Filing Fee	$	13.00	$	13.00
Mortgage Doc. Fee	$	622.00	$	622.00
Mortgage Recording Fee	$	78.00	$	78.00
Add'l Recording Fees		$0.00		$0.00
Total	$	10,006.00	$	10,006.00

TOTAL PROJECT COSTS	$	**187,706.00**

****

Polk Deferred Mortgage & Security Agreement	$	177,700.00
0% Payback Mortgage		0.00
Grant Agreement	$	10,006.00
TOTAL	$	**187,706.00**

Prepared By: Paul DiRocco
Housing and Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) REHABILITATION/REPLACEMENT DEFERRED MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement ("Mortgage") is given this _____ day of _____, 2026. The Mortgagor(s) **Gary L. Strong and Patricia Ann Strong, a married couple,** whose post office address is: **434 Timberlane W., Lakeland, FL 33801** ("Owner(s)"), agrees to give the Mortgage to Polk County, a political subdivision of the State of Florida ("Lender"). Owner(s) owes the Lender the principal sum of **One Hundred Seventy-Seven Thousand Seven Hundred and No/100 Dollars ($177,700.00).** This debt is evidenced by Owner's Mortgage Note ("Note") dated the same date as this Mortgage which provides for the debt of this Mortgage.

I. DUTIES AND OBLIGATIONS

1. Owner(s), in order to secure the performance of the Owner(s) of all agreements and conditions in the Note, this Mortgage, and any other loan agreement or instruments securing the Note does hereby mortgage, pledge, assign and grant a security interest to Lender in the following described property (hereinafter referred to as "Property"), situated at **434 Timberlane W., Lakeland, FL 33801,** and more particularly described as:

   Lot 32 of COMBEEWOOD, according to the plat thereof recorded in Plat Book 61, Page 9, public records of Polk County, Florida.

   A. All improvements now or hereafter erected on the Property; and

   B. All easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and improvements, structures, and fixtures attached to the Property, now and hereafter; and

   C. All rents, issues, profits, revenue, income, condemnation awards, insurance proceeds and other benefits from the property described above; provided, however, that permission is hereby given to Owner so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable.

2. Owner(s) warrants that Owner is indefeasibly seized of the Property in fee simple, and that the Owner has lawful authority to convey, mortgage, and encumber the Property. Owner warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

3. Owner(s) agree that Owner(s), his heirs, and legal representatives shall;

   A. perform and comply with, and abide by all stipulations, agreements, conditions and covenants of this Mortgage and the Note, and

   B. shall duly pay all taxes and all insurance premiums reasonably required, and

   C. keep the buildings on the premises in good repair and preservation, and

   D. pay all costs and expenses including reasonable attorney's fees that Lender may incur in collecting money secured by this Mortgage, and also enforcing this Mortgage by suit or otherwise, and

   E. fulfill all Owner's obligations under any home rehabilitation, improvement, repair or other loan agreement which Owner enters into with Lender.

II. EVENTS OF DEFAULT

1. Any one of the following shall constitute an event of default:

   A. Owner(s) fails to repair or replace any buildings or improvements damaged by fire or other casualty to the satisfaction of the Lender, or

   B. Owner(s) fails to maintain the Property in conformance with all local building, zoning and other applicable ordinances or codes, or

   C. the Property is sold or otherwise transferred without Lender's written approval, or

   D. if the dwelling ceases to be the full-time residence of the Owner while the Mortgage remains a lien thereon without Lender's written approval, or

   E. Owner refinances the property without prior consent from the Lender, or

   F. Owner(s) violates any other terms, covenants, provisions, or conditions of this Mortgage, the Note, other loan agreements or instruments securing the Note, or the Homeowner Assistance Agreement.

2. Acceleration; Remedies. If an event of default shall have occurred, the Lender, at the Lender's option, may declare the outstanding principal amount of the Note and all other sums secured hereby, to be due and payable immediately. Upon such declaration, such principal and other sums shall immediately be due and payable without demand or notice and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of the Note within thirty (30) days of default. Failure of the Owner to pay the principal amount of the Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover the Note.

Furthermore, the Owner agrees that the Lender may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to; (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirely or in separate lots or parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction; and (c) pursue any other remedy available to it.

No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note, is exclusive of any other right, power of remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder on under the Note or any other instrument security the Note, now or hereafter existing at law, in equity or by statute.

III. GENERAL PROVISIONS

1. No Waiver. No delay or omission of Lender to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

2. Governing Law. This Mortgage and all disputes as to the subject matter of this Mortgage between Owner(s) and Lender shall be governed by the laws of Florida.

3. Venue. All disputes involving the subject matter of this Mortgage shall be brought in a competent court in Polk County, Florida.

4. Modification of Agreement. All modifications to this Mortgage must be in writing and signed by both Owner(s) and Lender.

5. Separation of Inappropriate Provisions. If any provision of this Mortgage shall be deemed inappropriate by a court, the inappropriate provision shall be severed, and the rest of this Mortgage shall remain enforceable between Owner(s) and Lender.

6. Successors and Assigns Bound. This mortgage shall be binding on the parties, their assigns, successors, representatives or administrators. In the event that a sole Owner should die, or upon the death of the survivor of Joint Owners, the obligations created herein shall be binding upon the Estate, personal representative, heirs, or devisee of the deceased Owner.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

ATTEST:

OWNER(s):

Witness

Gary L. Strong

Printed name of Witness

Address of Witness:
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Witness

Patricia Ann Strong

Printed name of Witness

Address of Witness:
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

(Notary signatures appear on following page)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2026, by Gary L. Strong, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2026, by Patricia Ann Strong, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

Prepared By: Paul DiRocco
Housing and Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
Rehabilitation/Replacement
DEFERRED MORTGAGE AND SECURITY AGREEMENT
MORTGAGE NOTE

NAME: **Gary L. Strong and Patricia Ann Strong**

ADDRESS: **434 Timberlane W., Lakeland, FL 33805**
CASE NUMBER: **RC25-SHIP-012**
LOAN AMOUNT: **$177,700.00**

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantor is **Gary L. Strong and Patricia Ann Strong,** whose post office address is: **434 Timberlane W., Lakeland, FL 33801** "Owner(s)"). For value, the Owner jointly and severally promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida **One Hundred Seventy-Seven Thousand Seven Hundred and No/100 Dollars ($177,700.00),** payable in one installment at Bartow, Florida or at such a place as may hereafter be designated in writing by the County. This debt is secured by the Mortgage and Security Agreement ("Mortgage") dated the same date as this Note.

The Note shall be for a period of **fifteen (15) years** the date of recording the Deferred Mortgage and Security Agreement as referenced in the SHIP Program Rehabilitation/Replacement Program Homeowner Assistance Agreement. Repayment of this Note shall take place in the following manner:

1. If a default occurs, the Note shall be due and payable in full.

2. If no default occurs, the debt shall be permanently forgiven at the expiration of the **fifteenth (15th) year**.

This Note incorporates, and is incorporated into, the Mortgage of even date of the Property described above.

The Owner reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

If default be made in the payment of any sums mentioned herein or in said Mortgage, or in the performance of the mortgage, then the entire principal sum shall at the option of the County become at

once due and collectible without notice, time being of the essence, and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of this Note within thirty (30) days of default of the deferment. Failure of the Owner to pay the principal amount of this Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover on this Note.

If a suit is instituted by the County to recover on this Note, the Owner agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

This Note is secured by a Mortgage on real estate of even date duly filed for record in Polk County, Florida. The terms of said Mortgage are by this reference made a part hereof.

Demand, protest and notice of demand and protest are hereby waived, and the Owner hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Each person liable hereon whether maker or his heirs, legal representatives or assigns, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this Note or default hereunder, or said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

ATTEST:

OWNER(s):

_____
Witness

_____
Gary L. Strong

_____
Printed name of Witness
Address of Witness:
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

_____
Witness

_____
Patricia Ann Strong

_____
Printed name of Witness
Address of Witness:
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

(Notary signatures appear on following page)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2026, by Gary L. Strong, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2026, by Patricia Ann Strong, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

Effective January 1, 2025

RESIDENT INCOME CERTIFICATION – Homeownership/DPA

State Housing Initiatives Partnership (SHIP) Program

Effective Date: _____ Allocation Year: _____

Calculations performed using (check one):	Pre-HOTMA Guidance	☐	HOTMA Guidance	☑

A. Recipient Information

Current Homeowner	x	Existing Dwelling	x
Homebuyer		New Construction	

B. SHIP Fund Use

Local Strategy Name	Strategy Code

C. Household Information (Include all household members)

Member	Full Name	Relationship to Head	Age
1	Gary Strong	HEAD	69
2	Patricia Strong	Spouse	69
3			
4			
5			
6			
7			
8			

D. Assets (All household members including assets owned by minors)

Member	Asset Description	Cash Value	Income from Assets
1/2	Mid Florida * 3001($899.03)	$0.00	$0.00
1/2	Truist * 3287 ($73.23)	$0.00	$0.00
2	American General Life Ins. *4653 ($3,459.50)	$0.00	$0.00
Total Cash Value of Assets	D(a)	$0.00	
Total Actual Income from Assets		D(b)	$0.00
Total Imputed Income from Assets		D (c)	$0.00
Total Income from Assets		D (d)	$0.00

E. **Anticipated Annual Income**: Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission	Benefits / Pensions	Public Assistance	Other Income	*Asset Income
1		$30,640.80			(Enter the greater of box **D(b)** or box **D(d)**, above, in box **E(e)** below)
	(a)	(b)	(c)	(d)	(e)
Totals		$30,640.80			$0.00
Enter total of items E(a) through E(e). This amount is the **Annual Anticipated Household Income**					$ 30,640.80

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

Patricia Story — Date 8-5-2025
Signature of Head of Household

Gary L Story — Date 8-5-2025
Signature of Spouse or Co-Head of Household

Date _____
Signature of Household Member (over 18 years)

Date _____
Signature of Household Member (over 18 years)

Date _____
Signature of Household Member (over 18 years)

Date _____
Signature of Household Member (over 18 years)

Effective January 1, 2025

G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

_____ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

X **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: $33,350.00

_____ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

_____ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

_____ **121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

Based upon the 2024 (year)
Income Limits for Polk (MSA or County)

Signature of the SHIP Administrator or His/Her Designated Representative:

Signature Marie Smoker Date 08/05/2025
Name (print or type) Marie Smoker Title Housing Administrative Supervisor

H. **Household Data** (to be completed by Head of Household only)

Household elects to not participate.						(Initials of Household Head)			
Head of Household Data									
By Race / Ethnicity						**By Age**			
White	Black	Hispanic	Asian	American Indian	Other	**0 - 25**	**26 - 40**	**41 - 61**	**62 +**
	2								2
Household Members Data									
Special Target / Special Needs (Check all that apply to any member)									
Farm worker	**Developmentally Disabled**		**Homeless**		**Elderly**	**Special Needs (define)**		**Special Needs (define)**	
					2				

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information

Agenda Item R.14. 5/5/2026

SUBJECT

Approve the Memorandum of Understanding for the Shared Transportation Plan between Polk, Highlands and Hardee Counties. This shared plan outlines the process for the safe and dignified transport of individuals experiencing mental health and substance abuse crises (Baker Acts/Marchman Acts). (No fiscal impact.)

DESCRIPTION

Senate Bill 12 mandated that all Transportation Exception Plans end on June 30, 2017 and new plans were adopted at that time. Each county was required to develop and implement a formal transportation plan in collaboration with the designated local managing entity. The plan developed in 2017 has now been updated to reflect changes in the provision of crisis services and related transportation in the community. Polk County has met with the local managing entity, Central Florida Behavioral Health Network, and local stakeholders to develop and update the shared transportation plan between Polk, Highlands and Hardee Counties (Suncoast Region Circuit 10).

The Transportation Plan documents the locations of receiving facilities and any pertinent transportation exceptions that exist. The plan ensures the safe and dignified transportation of individuals by law enforcement. The plan must be updated every three years but may be updated more often as changes dictate. The local group responsible for monitoring and updating the plan is the Circuit 10 Baker Act/Marchman Act Advisory Committee whose membership includes representatives from Polk County Public Safety Department and Health and Human Services Division.

RECOMMENDATION

Adopt the Circuit 10 Transportation Plan and approve the associated Memorandum of Understanding with Highlands and Hardee Counties.

FISCAL IMPACT

There is no fiscal impact related to the adoption of the Circuit 10 Transportation Plan.

CONTACT INFORMATION

Joy Johnson, Administrator, Health and Human Services Division (863) 534-5204

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective as of _____, 2026 ("Effective Date") by and between POLK COUNTY, a political subdivision of the State of Florida ("Polk County"), HARDEE COUNTY, a political subdivision of the State of Florida ("Hardee County"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida ("Highlands County") (Polk County, Hardee County, and Highlands County may be collectively referred to herein as the "Counties").

WHEREAS, pursuant to Florida Statute Section 394.462, a transportation plan was developed and implemented by each county on July 1, 2017, to organize a centralized system for acute care services;

WHEREAS, counties may establish a shared transportation plan with other, nearby counties pursuant to a memorandum of understanding between their governing boards; and

WHEREAS, the Counties now desire to enter into this Memorandum of Understanding in order to establish a shared transportation plan that meets the requirements of Florida Statute Section 394.462.

Now, therefore, it is mutually agreed between the Counties as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Counties each agree to adopt, implement and abide by the shared transportation plan, attached hereto and incorporated herein by reference as Exhibit "A," as each County's transportation plan required pursuant to Florida Statute.

IN WITNESS WHEREOF, the Counties have each made and executed this Memorandum of Understanding on the dates set forth below.

[SIGNATURE PAGE TO FOLLOW]

THE BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA

_____
Martha Santiago, Ed. D.
Chair

ATTEST:

_____
Stacy M. Butterfield
County Clerk

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Date: _____

Exhibit "A"
Shared Transportation Plan
[attached hereto]

DEPARTMENT OF CHILDREN AND FAMILIES
SUNCOAST REGION
Circuit 10
SUBSTANCE ABUSE AND MENTAL HEALTH

CIRCUIT 10 BEHAVIORAL HEALTH
(Polk, Highlands and Hardee)

TRANSPORTATION PLAN

2026-2029

CIRCUIT 10 BEHAVIORAL HEALTH
(Polk, Highlands and Hardee)

TRANSPORTATION PLAN

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CIRCUIT 10 BEHAVIORAL HEALTH TRANSPORTATION PLAN

Introduction

In accordance with the Florida Mental Health Act, the Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This plan has been developed by community stakeholders listed on page two, the Circuit 10 - Baker Act/Marchman Act Advisory Committee. This transportation plan requires approval by the Polk County Board of County Commissioners, Highlands County Board of County Commissioners, and Hardee County Board of County Commissioners. Upon approval this document will serve as the transportation plan for Florida's 10th Circuit per legislative intent.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services within each county, which may include exceptions to the requirement for transportation to the nearest receiving facility.
2. An arrangement by which a facility may provide, in addition to required psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or
3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.
4. The plan implements the requirements of HB 945 effective July 1st, 2020 and amended section 394.493, Florida Statutes to ensure a coordinated system of behavioral health care for children, adolescents, and young adults

Purpose

The Circuit 10 Transportation Plan has been successfully implemented. In the continued best interest of persons in need of public mental healthcare in Circuit 10 it is now agreed that a renewal of the plan will continue the successful established centralized Baker Act/Marchman Act system, known as the Circuit 10 Behavioral Transportation Plan. The Plan will ensure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in the Circuit 10 area will continue to meet individual needs.

The Plan calls for all law enforcement agencies in the Circuit 10 area to transport:

1. Adults on an involuntary Baker Act to the nearest receiving facility, as follows;
    a. Lakeland Regional Health,
    b. Winter Haven Hospital BayCare,
    c. Peace River Center Crisis Stabilization Unit (CSU) Bartow, Non-Medical,
    d. Peace River Center Crisis Stabilization Unit (CSU) Lakeland, Non-Medical,
    e. Park Place Behavioral Health Care Crisis Center
2. Adults on an involuntary Marchman Act to Tri-County Human Services, Detox Center, Bartow.
3. Youth under the age of 18 years on an involuntary Baker Act to the nearest receiving facility, as follows;
    a. Peace River Center Crisis Stabilization Unit (CSU) Bartow, Non-Medical,
    b. Peace River Center Crisis Stabilization Unit (CSU) Lakeland, Non-Medical,
    c. Lakeland Regional Health, age 8 years and up.
4. Youth under the age of 18 years on an involuntary Marchman Act to ACTS-Thonotosassa

Baker Act / Marchman Act Advisory Committee

The purpose of the Baker Act/Marchman Act Advisory Committee is to discuss the operations of the Circuit 10 Transportation Plan. The committee meets regularly to discuss grievances, public satisfaction,

and assurance of patient rights as related to this plan. The Baker Act/Marchman Act Advisory Committee is composed of, but not limited to, representatives of the following agencies: DCF's Substance Abuse and Mental Health office, Peace River Center, Tri-County Human Services, Heartland For Children, Lakeland Regional Health, Winter Haven Hospital, BayCare, AdventHealth Lake Wales, Florida Hospital, Highlands Regional Medical Center, Poinciana Medical Center, Bartow Regional Medical Center, Polk County Sheriff's Office, Highland County Sheriff's Office, Hardee County Sheriff's Office, City of Lakeland Police Department, Winter Haven Police Department, Bartow Police Department, Bowling Green Police Department, Sebring Police Department, Lake Placid Police Department, Wauchula Police Department, Florida Highway Patrol, Polk County Public Safety Group, National Alliance on Mental Illness (NAMI), Department of Corrections, Emergency Management System, Homeless Coalition of Polk County, Polk County School Board, Hardee County School Board, Highlands School Board, and Public Defenders Office. All listed stakeholders will have access to the transportation plan.

System Capacity

- Peace River Center's Crisis Stabilization Unit, located at 1255 Golfview Ave., Bartow, Florida is a public Baker Act receiving facility licensed by the Agency for Health Care Administration (AHCA) to operate 30 Crisis Stabilization Unit beds for adults and minors. At the same location, Peace River Center also operates a 30 bed Short Term Adult Residential Facility, licensed by AHCA to provide psychiatric treatment services.
- Peace River Center's Crisis Stabilization Unit, located at 715 N. Lake Ave., Lakeland, Florida is a public Baker Act receiving facility licensed by the Agency for Health Care Administration (AHCA) to operate 20 Crisis Stabilization Unit beds for adults and minors.
- Tri-County Human Services' Detox Unit, located at 2725 Hwy 60 East, Bartow, Florida is a public Marchman Act receiving facility licensed by the State of Florida to operate 20 beds.
- Lakeland Regional Health Hospital located at 1324 Lakeland Hills Blvd, Lakeland, FL is a private Baker Act receiving facility licensed by AHCA to operate 84 beds consisting of 74 adult mental health beds and 8 adolescent (ages 8-17) mental health beds and 12 adult substance abuse beds.
- Winter Haven Hospital BayCare located at 200 Ave F NE, Winter Haven, FL is a private Baker Act receiving facility licensed by AHCA to operate 30 adult mental health beds.
- Poinciana Medical Center, Bartow Regional Medical Center, Highlands Regional Medical Center, Florida Hospital – Wauchula, Florida Hospital - Sebring are not receiving facilities, but are responsible to evaluate, treat and transfer persons in need of mental health and addiction treatment as part of their emergency department. This is in accordance with federal (EMTALA) emergency care rules and the medical treatment aspect of the plan applies to Lakeland Regional Health Hospital, Winter Haven Hospital BayCare, Florida Hospital – Lake Placid and AdventHealth Lake Wales.
- The receiving facilities will notify the Baker Act/Marchman Act Advisory Committee of any changes in system capacity.

Medical Treatment

Individuals needing medical treatment should be handled according to law enforcement agency policy and transported to the closest medical hospital, as follows; Lakeland Regional Health,

- Winter Haven Hospital BayCare,
- AdventHealth Lake Wales,
- Poinciana Medical Center,
- Bartow Regional Medical Center Baycare,
- HCA Florida Highlands Hospital,
- AdventHealth Lake Placid
- AdventHealth Wauchula
- AdventHealth Sebring
- AdventHealth Heart of Florida

Medical Clearance

Each facility has varying degree of ability to address co-morbid medical conditions. Receiving facilities in Circuit 10 have provided their medical exclusion and eligibly criteria to be included in the transportation plan for reference. See Attachments. Once the patient is medically cleared the medical facility will find the Baker Act Receiving facility that best suits that individual's needs. Transportation from one facility to another will be coordinated and paid for by the transferring facility. A non-emergent medical transportation company or contracted law enforcement officer may provide this service.

Choice

When practical, Law Enforcement will take into consideration individual choice when making a determination of which Baker Act receiving facility to transport the individual. All adults on an involuntary Marchman Act are to be transported to Tri-County Human Services Detox Unit in Bartow Florida. Law enforcement may decline to transport if the County has a contract with emergency transport company and law enforcement continued presence is not needed. Transporting entity may seek reimbursement for transporting expenses. Person(s) receiving transportation is responsible for expenses.

988

Heart of Florida United Way is the 988 primary provider for Polk, Highlands and Hardee Counties. 988 has been designated as the new three-digit dialing code that will route callers to the National Suicide Prevention Lifeline (now known as the 988 Suicide & Crisis Lifeline) and is now active across the United States.

When people call, text, or chat 988, they will be connected to trained counselors that are part of the existing Lifeline network. These trained counselors will listen, understand how their problems are affecting them, provide support, and connect them to resources if necessary.

The previous Lifeline phone number (1-800-273-8255) will always remain available to people in emotional distress or suicidal crisis. The Lifeline's network of over 200 crisis centers has been in operation since 2005, and has been proven to be effective. It's the counselors at these local crisis centers who answer the contacts the Lifeline receives every day. Numerous studies have shown that callers feel less suicidal, less depressed, less overwhelmed and more hopeful after speaking with a Lifeline counselor.

Protective Custody Without Consent

Law enforcement shall use the standard form CFMH 3800, developed by the department pursuant to s. 397.321 to execute a written report detailing the circumstances under which the person was taken into custody. The written report shall be included in the patient's record.

System Oversight

In an effort to resolve complaints, grievances, and disputes which may arise during implementation of the plan, key personnel from each of the public or private receiving facilities are encouraged to communicate regularly and frequently between Baker Act / Marchman Act Advisory Committee meetings. The Baker Act / Marchman Act Advisory Committee will implement necessary actions in response to its ongoing review and any public or Central Florida Behavioral Health Network (CFBHN) review.

County representatives of Polk, Highlands and Hardee Counties along with CFBHN are responsible for providing oversight to the Circuit 10 Behavioral Health Transportation Plan. A collaborative conflict resolution process will be used to resolve issues concerning the Circuit 10 Behavioral Health Transportation Plan, approve interagency agreements, as well as coordinate other services needed for individuals beyond acute care services.

Interorganizational Collaboration

Implementing an excellent Transportation Plan on behalf of persons in need of behavioral health services requires a significant amount of cooperation, commitment and collaboration from all parties involved. Besides having the strong support of law enforcement and behavioral health providers, Polk, Highlands and Hardee County hospitals have engaged in a public planning process which has strengthened the relationships between all parties responsible for implementing the Transportation Plan in Circuit10

DEFINITIONS

Baker Act:	The Florida Mental Health Act, Florida Statute Chapter 394, Part 1
Marchman Act:	The Hal S. Marchman Alcohol and Other Drug Services Act, Florida Statute Chapter 397
Receiving Facility:	Any public or private facility designated by DCF to receive and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment.
Private Receiving Facility:	Any hospital or facility operated by a for-profit or not-for-profit corporation or association that provides mental health services and is not a public facility.
Public Receiving Facility:	Any facility that has contracted with DCF to provide mental health services to all persons, regardless of their ability to pay, and is receiving state funds for such purpose.

Attachments

Admission / Transfer for BayCare Behavioral Health Unit
Exclusion and Eligibility Recommendations

Revised
October 2019

Decisions outside of these criteria requires 1:1 discussion between ED Physician or Medical Hospitalist and a Psychiatrist or Medical Consultant

MEDICAL CONDITIONS	Exclusion / Eligibility Recommendations
LABS / CHEMISTRY (parameters)	Lab values must be current (**72 hours** dependent on the medical condition) BayCare Behavioral Health Receiving Facilities cannot accept patients with abnormal labs outside of these values without prior approval: **HEMATOLOGY:** **Hemoglobin:** < 7 g/dL (unless stable or chronic condition) **WBC:** ≥ 20,000/mL (exceptions made for patients with stable CML) or ≤ 3,000/mL (unless stable or chronic condition) **Sodium:** < 128 mmol/L or ≥ 159 mmol/L **Potassium:** ≤ 3.0 mmol/L or ≥ 6.0 mmol/L Stable Chronic Dialysis patients will be accepted, individuals with acute uremia are not eligible for admission. Patients who require ≥ 2 units of PRBC's in a 24 hr period are not eligible for transfer **CRITICAL VALUES ADULT REFERENCE – UPPER LIMITS:** Chloride 113 mmol/L, Creatinine 2.0mg/dL (if chronic kidney disease may be stable, check for .5 changes in past 24 hours) Glucose 74 mg/dL, Glucose 300 mg/dL, Hematocrit 54%, Hemoglobin 19.9 mg/dL, Magnesium 3.3 mg/dL, Platelets 450 th/uL, Valproic Acid 150 mcg/mL. lithium 2.0,

CARDIAC **BLOOD PRESSURE:**	**FOR ALL FACILITIES: NO PATIENTS WHO REQUIRE TELEMETRY MONITORING.** If patient has attained diagnostic tests for cardiac, they must reflect **medical** stability. **If original admission to hospital was for acute CHF,** CHF patients must meet BayCare Guideline for CHF Discharge. Ie lower weight, sodium above 135, 50% improvement in BNP. No individuals with significant alterations in their normal baseline BP unless clinically asymptomatic and on medication (if needed) **ADULTS** ≥ 180 mmHg / 110 mmHg or ≤ 90 mmHg / 60 mmHg • **If the Behavioral Health patient in the ER is asymptomatic and BP is not over 180/110– can go directly to BH.** • **If the Behavioral Health patient in the ER has known hypertension and has been prescribed hypertension meds but has not been taking them and BP is not over 180/110– ER can restart the patient on meds, then patient can go to BH.** • **If the Behavioral Health patient in the ER has high BP > 180/110 and is asymptomatic, and the ER cannot lower it, the patient must be admitted medically. If the ER lowers the BP, the ED physician should provide recommendations for Hypertension Treatment.** • **If the patient BP is over 180/110 and has symptoms of dizziness, SOB, chest pain or headache, the patient must be admitted medically for stabilization.** **Child ages and 99 percentile parameters. Outside these parameters will require**

	telephonic consultation and approval by on call pediatric hospitalist or cardiologist: 16-18: >140/90 or <90/60 12-15: >125/80 or <90/60 6-11: >125/80 or <85/55 2-5: >115/75 or <80/45
DIABETES	All Behavioral Health transfers must have a measurable blood sugar ≤300 mg/d. Diabetic emergency conditions such as diabetic ketoacidosis (DKA) and hyperosmolar hyperglycemic syndrome (HHS) should be excluded prior to transfer. Standard Insulin Sliding Scale Regimens can be used prior to formal consultation with Internal Medicine on Psychiatric Unit. Implanted Pumps are allowed as long as they have a safety mechanism to prevent overuse**.**
OVERDOSES	Overdoses will be treated by the ED physician and will have a medical clearance order following stabilization. Individuals who are medically unstable will not be accepted. Overdoses (Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc.) require specific labs as related to the drug. (i.e., Acetaminophen OD will require APAP levels, liver function tests and will require repeat draws to ensure decreasing levels. Individuals requiring **mucomyst treatment** must complete treatment at the medical facility. **ADULT REFERENCE – UPPER LIMITS:** Acetaminophen 150 mcg/mL, Carbamazepine 15 mcg/mL, Digoxin 2.4 mg/mL, Lithium 2.0 mmol/L, Phenobarbital 60 mcg/mL, Phenytoin 25 mcg/mL, Salicylate 31 mg/dL, Theophylline 20.1 mcg/mL, Vancomycin 40 mcg/mL
ALCOHOL / DRUGS **ETOH:**	Cannot be in severe withdrawal CIWA Score > 20. Cannot be primary need for treatment. Blood alcohol level must be < 300 mg/dL or should be anticipated to be < 300 based on ETOH clearance of 25 mg/dL/hour performed from time of lab draw, disorientation, altered mental status or unconsciousness cannot be admitted to Behavioral Health.
NEUROLOGICAL **HEAD TRAUMA:** **SEIZURES:**	Individuals with recent head trauma (<2 weeks) and with neurocognitive features of traumatic brain injury (new onset of memory, balance, executive function impairment) will need to have a documented recent neurological exam as part of the physical exam and appropriate testing to exclude bleeding or other acute intracranial anatomic abnormalities prior to acceptance. Patients that have a known seizure disorder who have had a seizure (witnessed or unwitnessed) within the last 24 hours will require medical admission and treatment. Patients will need to be free of seizure activity for 24 hours to be accepted to a Behavioral Health unit.
SKIN/LINES/PORTS **WOUNDS:** **OSTOMY:** **BEDSORES:**	No patients receiving IV fluids/meds. Permanent access or surgically placed ports are eligible for transfer. Cannot accept wounds that require wet dressings or dry dressings that require intensive treatment due to their size and/or location. No Drainage tubes. Once daily dry dressings are acceptable if wound care nurse will follow the patient 2 to 3 times a week. Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care are eligible for psychiatric units within medical hospitals. No Patients with Stage 2, 3 or 4 bedsores or contact precautions.

MEDICAL CONDITIONS	Exclusion / Eligibility Recommendations
INFECTIONS	**ALL FACILITIES:** Cannot accept Patients with infections (URI's phlebitis, UTI's renal complications, cellulites, etc.), with elevated temperatures ≥ 101 degrees F and have not been treated by referring facility prior to transfer will not be accepted. Acceptance of patients with an active infectious process that requires any type of isolation will be assessed to determine the risk of cross-contamination of other individuals in an ambulatory unit environment per inflection control policy and procedure. ***Clear documentation of treatment and declining temperatures consistently < 101 degrees F must be recorded.*** ***Elevated LFT's AST/ALT requires Hep A IGM antibody test prior to medical clearance. Hep A positive will not be accepted into behavioral health.*** Review with infection control on a case by case basis when results are borderline. Patients may have return trips back to the ER/hospital after this initial episode. Even if the liver enzymes have not returned to normal, they will NOT require any further isolation/precautions. Hepatitis A can only be acquired once and provides lifelong protection against a re-infection. **See BayCare policy and procedure.** ***Lice/Scabies requires 24-hour isolation post treatment per BayCare policy/procedure.*** ***MRSA positive/MDROs accepted per BayCare policy/procedure.***
RESPIRATORY	Individuals who have respiratory needs that require suction, or continuous oxygen, or have a recent tracheotomy are not accepted. No patients with Pulse Ox < 90% on room air will be accepted. Patients requiring continuous or intermittent oxygen during sleep will be accepted to psychiatric units within medical hospitals with medical bed capability. Patients requiring BiPAP will not be accepted to inpatient behavioral health units. Patients requiring CPAP are accepted.
Orthopedics/Oncology **BROKEN BONES:** **CANCER:**	Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory) will be reviewed on a case-by-case basis by BH clinical leadership. Generally unable to accept cases unless casting is complete. *Casting for fractures must be provided by the transferring facility prior to transfer*. Walking boots are permitted. Cannot accept patients actively receiving **daily/continuous** I.V. chemotherapy or radiation treatment. P.O chemotherapy accepted
NUTRITION	Patients with NG or PEG tubes or who require enteral feeding tubes for metabolic stability maybe accepted at facilities. Patients unable to self-feed or take basic nutrition by mouth or who cannot void prior to transfer are excluded. Patients with PEG tubes must be able to provide their own tube feedings.

OB/GYN PREGNANCY:	Cannot accept patients who are pregnant with complications requiring bed rest (pre-eclampsia). Pregnant patients in acute alcohol or opiate withdrawal need to be treated in an acute medical setting. 1. Patients in the first trimester should only have ultrasound if medically indicated by ED

	physician and in rare circumstances to confirm gestational age if no prior obstetrical care or inability to verify gestational age from patient history. Verification of fetal heart sounds is recommended. 2. Patients prior to **22** weeks will need an obstetrical consultation based on the discretion of the attending or if there are known medical problems being followed prenatally. Combine 1 and 2 because still first trimester. Ob consult or not **3.** Patients **22-34 weeks** of pregnancy must be placed in a psychiatric facility with immediate access to obstetrical services and should have an OB/GYN consultant**.** 4. Patients with complicating factors after **22** weeks of pregnancy or with conditions unable to participate in needed psychiatric care should be admitted to an obstetrical unit with immediate availability of psychiatric services and consultation.
AMBULATION	Patients with have gait impairment who cannot ambulate independently and without assistive devices (wheelchairs, crutches, canes, walkers), require bedside rails, adjustable beds, HOB > 30 degrees, (ie: symptomatic CHF, COPD or aspiration risk), bowel/bladder assistive care, personal care-bathing/dressing *are eligible for* psychiatric units **with medical bed capability.**
INCONTINENCE **CATHETERS: (without active infection)**	Patients with in-dwelling catheters (**leg bag/suprapubic)** who can perform self-care and have no active infectious process requiring isolation can be accepted. Patients requiring straight catheters who can perform self-cath/care **independently** can be accepted.

Lakeland Regional Health

Behavioral Health Medical Stability for Admission/Transfer Exclusion and Eligibility Recommendations

Decisions outside of these criteria requires 1:1 discussion between ED Physician/Medical Hospitalist and a Psychiatrist/Medical Consultant

Acceptance Criteria
All Units will accept both Baker Act patients and voluntary patients. For any Baker Act patients, please note that criteria requires that there is reason to believe the person has a mental illness as defined in Section 394.455(18), Florida Statutes. The definition of mental illness excludes retardation or developmental disabilities, intoxication, or conditions manifested only by antisocial behavior, substance abuse impairment, dementia or, traumatic brain injury.

Unit Specific Guidelines	Exclusion Recommendations
Adult Behavioral Health	Bariatric patients who are non-ambulatory or require lift or transfer equipment, Continuous Oxygen, need for a medical bed, active *C. difficile* colitis
Specialty Care Behavioral Health	This unit has a combination of both medical beds and platform beds.
Child & Adolescent Behavioral Health	Less than 8 years old, Pediatric Wheelchair, Crutches, need of ADA restroom, need for a medical bed, Continuous Oxygen, active *C. difficile* colitis
All Behavioral Health Units	Central Lines, Canes, Continuous IV Fluid dependence, Telemetry/Cardiac Monitoring, BiPap if for respiratory failure, Blood Transfusions, Chest Tubes, recent tracheostomy requiring nursing care, Rectal Tube, insulin or cardiac IV drips, Scabies (unless treatment administered x24h), Lice (Unless treatment has been applied), Bed Bugs (until bathed and clothing removed/bagged) and, Active Hepatitis A, Active Infectious Diseases that are symptomatic and requiring isolation (such as TB, Varicella, COVID, flu) &/or respiratory, airborne or droplet precautions.

<table>
<tr><th>MEDICAL CONDITIONS</th><th colspan="6">Exclusion / Eligibility Recommendations</th></tr>
<tr><td>LABS / CHEMISTRY (parameters)</td><td colspan="6">When patients present with an Emergent Medical Condition (EMC) it is important that the condition is appropriately assessed and treated. A UDS and basic labs are often a fundamental part of a medical screening exam, which is required by law for Baker Act patients. However, a patient can be medically clear w/o UDS and labs based on discretion of the attending medical provider. If patient is deemed medically clear by an outside medical center we do not need to repeat UDS or bloodwork in LRH ED. The psychiatrist and the emergency room provider will work together to assess if the patient can safely be stabilized and cared for at the Harrell Family Center for Behavioral Wellness prior to labs or a UDS being completed. This same process applies to both adult and minor patients.

Lab values if required for medical clearance must be current (<u>within 72h old</u>). CMP, CBC, UDS.

If patient refuses labs, this requires MD to MD telephonic consultation to review prior to admission. Outside of these labs values below physician approval required. If only a few points from normal likely provider will approve acceptance:</td></tr>
<tr><td></td><td>HEMATOLOGY:</td><td>Hemoglobin:

Hematocrit:</td><td>Acute < 10 or Chronic <u>≤</u> 8

*acute drop in HgB will need further medical inquiry and a MD to MD conversation prior to admission.

Acute < 30 or Chronic < 25</td><td>Sodium:
Potassium:
Calcium:
SGOT/SGPT:
Amylase:</td><td>< 128 mmol/L or <u>≥</u> 159 mmol/L
<u>≤</u> 3.0 mmol/L or <u>≥</u> 6.0 mmol/L
<u>≤</u> 7.0 mmol/L or <u>≥</u> 11.0 mmol/L
<u>≥</u>350
>300</td></tr>
<tr><td></td><td></td><td>WBC:</td><td><u>≥</u> 20,000/mL (exceptions made for patients with stable CML) or <u>≤</u> 3,000/mL (unless stable or</td><td>CPK:</td><td>If > 1,000 IV hydration should be given prior to medical clearance.</td></tr>
</table>

		Platelets:	chronic condition) <50,000 (Unless verified as chronic)		
	Stable Chronic Dialysis patients are accepted, individuals with acute uremia are declined. **<u>CRITICAL VALUES ADULT REFERENCE</u>** Acute changes in lab values that are more or less than 2x normal levels, typically will be critical values, will need careful consideration and most likely MD to MD conversation about stability. History of Thyroid disorder requires a TSH level within the last 30 days to rule out medical reasons for mood and emotional dysregulations. Medical admission may be warranted if behavior related to thyroid disease. Typically overdoses with drug levels above these upper limits are unstable, see overdose section below for specific levels. Metabolic/electrolyte abnormalities require a baseline EKG Upper limit Creatinine 2.5mg/dL (if CKD may be stable and will consider on case by case basis) Transfusion dependent blood dyscrasias are not stable nor accepted, except Sickle Cell patients that require monthly transfusions that are considered stable. If Blood glucose is <50 or Hyperglycemic requiring IV treatment is not accepted				
CARDIAC	**NO PATIENTS WHO REQUIRE TELEMETRY MONITORING.** If patient has attained diagnostic cardiac testing they must reflect **medical** stability prior to acceptance. No individuals with rising enzymes who are still requiring monitoring are stable. If original admission to hospital was for CHF, medical assessment required to demonstrate condition is optimized. All new cardiac diagnoses (Afib, CHF, ACS) should have maximum medical stabilization prior to acceptance, preferably in a medical unit. Symptomatic hypertension/hypotension requiring IV therapeutics are not permitted.				

BLOOD PRESSURE:	Uncontrolled, unstable, or new brady or tachy arhythimias are not permitted. **ADULTS** Blood Pressure that is unexplained, sustained or unresponsive to treatment ≥ of 190 mmHg / 110 mmHg or less than 90 mmHg / 60 mmHg should be considered for medical stabilization prior to admission. If the patient BP is over 190/110 and has symptoms of dizziness, SOB, chest pain or headache, the patient must be admitted medically for stabilization. **Child ages and 99 percentile parameters. Outside these parameters will require telephonic consultation and approval by on call pediatric hospitalist or cardiologist:** 16-17: >140/90 or <90/60 12-15: >125/80 or <90/60 10-11: >125/80 or <85/55
ENDOCRINE **DIABETES:**	If Blood glucose is <50 or Hyperglycemic requiring IV treatment is not accepted New diagnosis of Diabetes will not be accepted until blood sugars stabilized. For pediatric patients with new onset diabetes sugar stabilization takes longer so hyperglycemia may be permitted after discussion MD to MD, but anything <50 remains exclusionary. Implanted Pumps should be removed and basal/bolus insulin begun prior to arrival on BH Unit. Sliding scale insulin is not sufficient at time of pump removal.
OVERDOSES	Overdoses like these: Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc., require specific labs as related to the drug and will monitored till patient stable. Acetaminophen OD will require APAP levels, liver function tests and will require repeat draws to ensure decreasing levels. Individuals requiring mucomyst treatment must complete treatment in medical unit before transfer. Any medication overdoses known to cause EKG abnormalities (such as but not limited to: Cardiac medications, Tricyclic class antidepressants, all Psychotropics) should have a baseline EKG. It is NOT a requirement to call Poison Control on every overdose.

	Poison Control is involved at the discretion of the ED provider who is clearing the patient.
ALCOHOL / DRUGS **ETOH:**	If substance related psychosis is so severe IV sedation may be required ICU admission needs to be considered. Cannot be in severe withdrawal CIWA Score > 20. Disorientation, altered mental status, unconsciousness or actively hallucinating regardless of BAL level cannot be admitted to Behavioral Health and should be considered for medical admit due to Delirium Tremens. If no evidence of DT's BAL guidelines are below: • If BAL is >375 at ANY time, regardless how fast it comes down, patient is unstable to detox in a BH unit, medical admission is recommended. • A provider to provider telephonic consultation is required if go outside of this recommendation. For Minors less than 18yo, intoxication levels vary greatly by BMI. • If Blood Alcohol is <200 stable for admission to Child/ADL BH Unit. • If Blood Alcohol is > than 200 at ANY time during their evaluation they will need to stay in the ED till coherent/medically stable and BAL <200 or be admitted medically. A provider to provider telephonic consultation is required to discuss case to individualize plan to the patient.
NEUROLOGICAL **HEAD TRAUMA:** **SEIZURES:**	Primary Diagnosis of Traumatic Brain Injury is not permitted. Primary Diagnosis of Neurological Movement Disorder such at Huntington's Disease is not permitted. Primary Diagnosis of Dementia is not permitted. Individuals with recent head trauma (<2 weeks) and with neurocognitive features of traumatic brain injury (new onset of memory, balance, executive function impairment) will need to have a documented recent neurological exam as part of the physical exam and appropriate testing to exclude bleeding or other acute intracranial anatomic abnormalities prior to acceptance. Patients that have a known seizure disorder who have had a seizure (witnessed or unwitnessed) within the last 24 hours are not appropriate for admission to the Behavioral Health unit unless and until patient has been free of seizure activity for 24 hours.

	Concerns for pseudo seizures can be discussed on a case by case basis.
SKIN/LINES/PORTS	No patients dependent on continuous IV fluids or meds. No Central Lines are allowed, only peripheral IV's and midlines. Permanent access or surgically placed ports are eligible for transfer.
WOUNDS:	Complex wound care will need to have a MD to MD conversation and be reviewed with nursing leadership. Wound vacs are not permitted. Sutures and Dermabond preferred over staples as staples pose increased risk of re-injury to patient.
OSTOMY:	Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care are eligible for psychiatric units with MD approval.
DIALYSIS:	Acute Renal Failure requiring Hemodialysis are not permitted. Peritoneal dialysis is not routinely permitted. End Stage Renal Disease (ESRD) is accepted.

INFECTIONS	Cannot accept Patients with infections (URI's, phlebitis, UTI's renal complications, cellulites, etc.), who also has elevated temperatures ≥ 101 degrees F. COVID Consideration: Patients will only be tested if they are symptomatic. If the patient is positive, the patient must be fever free without fever reducing medications for 24 hours. The patient must also have resolving symptoms. Acceptance of patients with an active infectious process that requires any type of isolation will be assessed to determine the risk of cross-contamination of other individuals in an ambulatory unit environment per inflection control policy and procedure.

	Clear documentation of treatment and declining temperatures consistently < 101 degrees F must be recorded. *Elevated liver enzymes AST/ALT (SGOT/SGPT) requires a negative Hep A IGM antibody test prior to medical clearance. If IgM Hep A positive, must be over 1 week after onset of jaundice to be accepted into behavioral health and cooperative with hand hygiene using soap and water after toileting. Review with infection control on a case-by-case basis when results are borderline.* *Lice – accepted only after treatment has been applied Scabies –* *accepted only after treatment administered x24h* *Bed Bugs – accepted only after all clothing removed, belongings bagged, and patient bathed MRSA* *positive/VRE – accepted, no isolation required.* *C-diff – not accepted, unable to safely isolate.* *Decline: C-Diff, Active COVID, Uncontrolled secretions, diarrhea of unknown etiology, norovirus, diseases such as varicella or influenza that require Airborne or Droplet/Contact Precautions*
RESPIRATORY	Individuals who have respiratory needs that require suction Patients with recent tracheotomy or who require suctioning are not accepted. If requires continuous Oxygen will need MD to MD approval. Nocturnal BiPAP/CPAP will be accepted to inpatient behavioral health units, will require 1:1 COA sitter. BiPAP/CPAP for respiratory failure are not permitted.
ORTHO **Fractures/Durable Medical Equip Needs:**	Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory) will be reviewed on a case-by-case basis by BH clinical leadership and MD. Hard casts and Walking boots are permitted but requires increased observation. No Canes but Walkers and wheelchairs are allowed as indicated with safety measures in place.
ONCOLOGY	Cannot accept patients actively receiving daily/continuous I.V. chemotherapy or radiation treatment. P.O chemotherapy accepted as long a certified oncology nurse is not required to administer medication.

NUTRITION	Temporary enteral feeding tubes are not accepted. Patients with PEG tubes are accepted Patients unable to take basic nutrition by mouth or who cannot void prior to transfer are excluded. Patients with PEG tubes not on Specialty Unit must be stable for bolus feedings.
OB/GYN **PREGNANCY:**	Ultrasound required on all pregnant patients to confirm gestational age prior to acceptance. If patient is medically clear with no OB complaints they can be accepted. If due to gestational age or OB complaint, LRH ED MD will call OB GYN MD Hospitalist for OB consult upon arrival to ED. OB will determine medical stability and write order for level of monitoring and frequency if stable to admit to BH unit. If not stable from OB point of view will be taken to OB ED and if necessary admitted to OB MD service with psych consult placed. OB Team Lead will make daily visits based on ordered frequency for specialized monitoring while on the BH unit.
AMBULATION	Patients with gait impairment who cannot ambulate independently and without assistive devices (wheelchairs, crutches, canes, walkers), require bedside rails, adjustable beds, HOB > 30 degrees, (ie: symptomatic CHF, COPD or aspiration risk), bowel/bladder assistive care, personal care-bathing/dressing *are eligible for Specialty Unit,* as long as other criteria are met. Patients need to be able to perform ADLs independently within reason on all other units. Wheelchairs accepted to units other than Specialty Unit after MD to MD conversation.
INCONTINENCE **CATHETERS:**	Patients with in-dwelling catheters (leg bag/suprapubic) who can perform self-care and have no active infectious process can be accepted to Specialty Unit only due to safe placement of foley bag. Patients requiring straight catheters who can perform self-cath/care independently can be accepted. Patients requiring straight I/O caths or daily foley care by nursing staff are eligible for Specialty Unit only. All in-dwelling catheters require a COA 1:1 increased observation.

MEDICAL STABILIZATION GUIDELINES

Criteria for Accepting Baker Act Transfers from Medical Providers (Hospitals)
to Free Standing Baker Act Receiving Facilities (Crisis Stabilization Units)

POLK, HIGHLANDS AND HARDEE COUNTIES

Effective: May 02, 2011, Updated March 1, 2019, November 9, 2020, January 28, 2021, July 1, 2025

These guidelines have been developed collaboratively to provide guidance regarding the appropriate referral and transfer of patients who have been examined and/or treated for medical issues prior to their transfer to a non-medical facility.

If a potential Baker Act patient arrives at a medical provider facility for an emergent medical condition, the condition will be treated/addressed as medically appropriate. All patients referred by a medical provider to a non-medical provider (crisis stabilization unit) for admission will be screened by the medical provider for medical illnesses/complications and medical stability prior to approving the patient for transfer. In all cases, sharing of information and agreement to accept the transfer from the medical provider to the non-medical provider will be obtained prior to the actual patient transfer taking place.

There is no requirement in Florida statute that medical clearance must be obtained prior to a person being transported by law enforcement to a non-medical provider Baker Act Receiving facility. If law enforcement believes there may be a medical issue or complication occurring, then medical clearance should be sought prior to bringing a person to a non-medical provider.

For the medical safety of all persons involved, patients that are at or are being seen by a medical provider must be medically stable for transfer and not need immediate emergent or urgent care or follow-up medical care prior to a transfer, drop-off or admission to a non-medical provider location.

To help facilitate the transfer process there should be a registered nurse phone consultation call between the facilities prior to transfer acceptance - this should be a registered nurse to registered nurse call. During this call the patient's clinical and medical status and stability is to be discussed and agreed upon. The patient's medical record, including diagnostic and laboratory test results, should be provided by fax or secure email, so it may be discussed during the registered nurse consult call in advance of the transfer.

A patient must be stabilized at the time of transfer and have supporting documentation of medical stability. *"Stabilized" in accordance with s.395.002(29) F.S. means that no material deterioration of the condition is likely, within reasonable medical probability, to result from the transfer of the patient from a hospital. Per the definition above, hospitals use the term "stabilized" to mean that the emergency medical condition has been resolved (meaning that it is no longer an emergency, not that the medical condition no longer exists) and also that a person can be transferred, in accordance with s. 395.002 (29) and EMTALA.*

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DEFINITIONS/REFERENCES

EMERGENCY MEDICAL CONDITION	A medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that absence of immediate medical attention could reasonably be expected to result in serious jeopardy to patient health, serious impairment to bodily function or serious dysfunction of any bodily organ or part. (*FS 395*).
MEDICAL STABILITY AND PSYCHIATRIC TRANSFERS	Receiving facilities shall closely scrutinize the medical screening to determine whether the patient was actually assessed with a purpose of ruling out other conditions or whether the examination was a perfunctory "cleared for psych" that failed to address underlying issues. The medical screening examination must be adequate not only to define the psychiatric problem, but also to reveal any physical illness or trauma. The treatable psychiatric symptoms/problem(s) must exceed any medical problems for the patient to be placed in an inpatient psychiatric unit. (*CMS publication 100-02, Medicare Benefit Policy Manual, Chapter 2, Sections 20, 20.1…) (HCFA, State Operations Manual Pub. 7 6/1998)*.

Laboratory and diagnostic testing is expected to only be performed on medically compromised patients and is not expected to be performed for routine screening purposes. If Labs are performed, the lab values must be current (within past 24-48 hours) to be used to determine suitability for patient stability and transfer. **Any lab levels that fall outside the established guidelines stated in this document may require a Physician-to-Physician review. *Denial of acceptance of a patient outside of these guidelines requires a physician-to-physician consultation.***

LABORATORY AND MEDICAL CONDITIONS THAT MAY DELAY OR PREVENT ADMISSION TO A NON-MEDICAL PROVIDER:

MEDICAL ISSUE	EXPLANATION - DEFINITION
1. AMBULATION	Patients who cannot ambulate independently and without assistive devices (crutches, canes, walkers), require bedside rails, adjustable beds, or Geri-chairs. May not be appropriate and require a case-by-case review for approval.
2. CARDIAC	PLATELETS: < 50,000 BNP: > 400 **** NO Patients who require cardiac monitoring or oxygen therapy may be admitted.**
3. DIABETES	Uncontrolled or untreated diabetes with blood levels < 70 or > 350meq.
4. EKG & CARDIAC CONDITIONS	Active chest pain, prior stents, prior coronary artery bypass graft (CABG) and any abnormal results require physician

MEDICAL ISSUE	EXPLANATION - DEFINITION
	prior approval
5. ELECTROLYTES	SODIUM: < 130 OR >150 POTASSIUM: < 3.2 OR >5.8 CALCIUM: < 6.5 OR >10.5

MEDICAL ISSUE	EXPLANATION – DEFINITION
6. ETOH/DRUGS	Cannot be the primary need for treatment. Co-occurring is OK. BAL must be < 300 or patient must be able to ambulate with a steady gate and have clear coherent speech. Will NOT accept individuals requiring methadone for opiate addiction.
7. HEAD TRAUMA	Individuals with recent head trauma (2 weeks) & first onset of mental status change with no prior history. Individuals without documented neurological exam and/or appropriate head scan that will rule out medical instability, neurological and organic origins of psychiatric symptomatology.
8. HEMATOLOGY	HEMOGLOBIN : < 10.0 Hemoccult + (unless prior history of anemia) HEMATOCRIT: < 30.0 WBC: > 16,000 (unless acceptable medical explanation i.e. pregnancy, steroid use)
9. I & O	Patients unable to feed self or take basic nutrition by mouth OR who cannot void prior to transfer. Must be able to chew and swallow food. No indwelling catheters. Self-care catheters only with prior approval by the physician.
10. INFECTIONS	Cannot accept patients with an active infectious process that requires any type of isolation and whose treatment and/or management is unable to prevent cross contamination of other individuals in an ambulatory unit environment. Individuals unable to maintain control of bodily eliminations as related to diseases or infections transmitted via blood or body fluids. Infections (URI's, phlebitis, UTI's, Cellulitis etc.) with elevated temperatures > 38 and have not been treated by referring facility prior to transfer. Cannot accept patients where VRE is colonized in the stool. Cannot accept patients with C-Difficile. ***Require physician approval for all referrals receiving treatment.***

MEDICAL ISSUE	EXPLANATION – DEFINITION
11. IV FLUIDS	No patients receiving IV fluids/meds. All IV ports must be removed prior to transfer. Permanent access or surgically placed ports must not be in use or require Heparin flushing unless approved by a physician.
12. LIVER	AMYLASE: > 350 AST: > 250 LDH: >350
13. MED/SURGICAL	Individuals who require urgent medical/surgical follow-up, who do not have a documented treatment plan and follow-up appointments in place. Patients with complex medical-surgical issues or needing procedures that could potentially prevent participation in the active treatment program will be reviewed on an individual basis. Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory). Unable to accept cases unless hard or soft casting is complete. Cannot accept patients that are actively receiving chemotherapy or radiation treatment. Cannot accept patients who are pregnant with complications requiring bed rest or within 4-6 weeks of due date.
14. OVERDOSES	Patients known to have ingested an overdose of any substance are not to be transferred/admitted to the CSU without the approval from the provider on-duty/on-call. ALL of the following considerations must be met prior to transfer/admission: 1. Patient is alert and able to communicate adequately for the RN to assess physical and mental status. 2. Vital signs and gross neurological signs are documented as within normal limits. 3. Individuals requiring Mucomyst treatment IV or PO must complete treatment at the medical provider facility and have labs within acceptable ranges before transfer. 4. Cardiac status is considered stable per cardiologist evaluation and a copy of most recent EKG is included in documentation received at CSU. 5. Referring physician documents patient is medically stable. 6. PRC psychiatrist agrees to accept patient for admission to CSU. Persons who are NOT medically stable will not be accepted and should not be transferred. Overdoses (Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc.) require specific labs related to the overdosed drug. Acetaminophen overdoes will require APAP levels and LFT's & will require repeat draws to ensure

	decreasing levels.
15. PULSE OXIMETRY	> 90 % - Sustained reading within parameters required for 2 consecutive readings
MEDICAL ISSUE	**EXPLANATION – DEFINITION**
16. RENAL (No pts on dialysis)	BUN: > 50 CREATININE: > 2.5
17. RESPIRATORY	Individuals requiring nebulizer treatments or have respiratory issues that require suction; individuals with a recent tracheotomy and/or those who require continuous oxygen. No patients who are actively using a CPAP machine unless approved by the physician.
18. SEIZURES	Patients with known epileptic seizure history who have not been taking anti-convulsive medication with positive recent seizure history (within 72 hours). No documentation of administering appropriate anti-convulsive medication or monitoring for a therapeutic level is evident. Non-medication compliant epileptic seizure patients will need loading dose. Status "Epilepticus" individuals will not be considered for admission until seizure free for up to 72 hours.
19. SKIN	Cannot accept wounds that require wet dressings or dry dressings that require intensive daily treatment due to their size and/or location. Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care will be reviewed for possible admission and require physician approval. No patients with Stage 2, 3, or 4 bedsores.
20. VITAL SIGNS	TEMPERATURE > 38 (100.4 F) BLOOD PRESSURE Adult > 170/110 OR < 90/60 Child > 130/90 OR < 90/60 PULSE Adult > 120 Child > 130
21. Special Formulary	Cannot accept inpatient admissions requiring Methadone, Suboxone or Morphine treatment

22. Diagnostics	Lithium level >2.0
23. Pregnancy	Pregnancies considered "high risk" require clearance by an OB/GYN provider. Consultation at the referring facility must occur prior to the transfer.
24. Isolation Precautions	Cannot accept patients requiring contact isolation, airborne or droplet precautions (e.g. MRSA, VRE, RSV, C. Difficile, etc.)

_____

PEACE RIVER CENTER, MEDICAL DIRECTOR

Advent Health Behavioral Health Medical Stability for Admission/Transfer
Exclusion and Eligibility Recommendations

Decisions outside of these criteria require 1:1 discussion between ED Physician/Medical Hospitalist and a Psychiatrist/Medical Consultant

Admission Criteria Checklist for SAMH Admissions				
	Patient has legal status (Baker Act or Voluntary)		**Medical Clearance is complete and includes:**	
	Legal paperwork is complete w/dates and signatures		**-CBC with Diff / WBC between 3500-15000**	
	Patient is 60+ years of age or older		**-Potassium between 3.0-5.5**	
	Danger to Self (Suicidal Ideations, Plan, or Actions)		**-Sodium between 128-152**	
	Danger to Others (Homicidal Ideations, Assaultive, Destroyed Property)		**-BUN <30**	
	Psychosis w/Command Hallucinations		**-Creatinine <2.0**	
	Psychomotor Agitation (Mania) that impacts ability to complete ADLs		**-Urinalysis w/ <2+ Bacteria or Blood**	
	Decline in Self-Care abilities that prevents adequate nutrition/hygiene		**-BP w/ DBP between 50-110**	
	Cognitive Impairment w/Psychiatric Comorbidity that needs stabilized (Depression, Behavioral Disturbance, Psychosis)		**-Pulse between 50-110**	
			-Oral Temperature <101◦F	
	Failure of Outpatient Psychiatric Treatment d/t increase in severity of symptoms, non-compliance,		**-Alcohol Level <200**	
			-Narcan reversal completed 4+ hours *prior to medical clearance*	

	or inadequate clinical response to treatment			

Unit-Specific Guidelines	**Exclusion Recommendations**
SAMH	< 60 years old
All BH Units	**Central/PICC/Midlines**, Canes, **Continuous IV Fluid Dependence or IV Push Medications**, Telemetry/Cardiac Monitoring, BiPAP/CPAP if for Respiratory Failure, Blood Transfusions, Chest Tubes, Recent Tracheostomy requiring Nursing Care, Rectal Tube, Insulin or Cardiac IV Drips, Scabies (unless treatment administered x24 hours,) Lice (unless treatment has been applied,) Bed Bugs (until bathed and clothing removed,) Active Hepatitis A, Infectious Disease (such as TB, Varicella) requiring Respiratory, Airborne, or Droplet Precautions, **Patients whose alternative placement choice is incarceration, Patients with primary diagnosis of Developmental Delay**
Medical Conditions	**Exclusion/Eligibility Recommendations**
LABS / CHEMISTRY (Parameters)	**Lab values must be current (within last 72 hours.)** CMP, CBC, UDS, UA, and Urine Pregnancy on females required at minimum on all BH Patients.

HEMATOLOGY:	**Hemoglobin:**	Acute < 10 Chronic ≤ 8	**Sodium:** **Potassium:** **Calcium:**	**< 128 mmol/L or ≥ 152 mmol/L** **< 3.0 mmol/L or ≥ 5.5 mmol/L** ≤ 7.0 mmol/L or ≥ 11.0 mmol/L
	Hematocrit:	Acute < 30 Chronic < 25	**SGOT/SGPT:** **Amylase:**	≥ 350 > 300
	WBC:	**≥ 15,000/mL or ≤ 3,500/mL**	**BUN:** **Creatinine:**	**>30** **>2.0**
	Platelets:	< 50,000	**CPK:**	If > 1,000, IV hydration should be given prior to medical clearance.

CRITICAL VALUES ADULT REFERENCE

Acute changes in lab values that are more or less than 2x normal levels, typically will be critical values, will need careful consideration and most likely MD to MD conversation about stability.

History of Thyroid disorder requires a TSH level within the last 30 days to rule out medical reasons for mood and emotional dysregulations. Medical admission may be warranted if behavior related to thyroid disease.

Typically overdoses with drug levels above these upper limits are unstable, see Overdose Section below for specific levels.

Metabolic/electrolyte abnormalities require a baseline EKG.

UA: >2+ Bacteria or Blood is not accepted

	Transfusion-dependent blood dyscrasias are not stable nor accepted, except Sickle Cell patient that require monthly transfusions that are considered stable. Blood Glucose < 50 or Hyperglycemia requiring IV treatment is not accepted.
CARDIAC **BLOOD PRESSURE:**	**NO PATIENTS WHO REQUIRE TELEMETRY MONITORING.** **Patients with chest pain are not permitted.** **Pulse: between 50-110 for acceptance** If patient has attained diagnostic cardiac testing, they must reflect medical stability prior to acceptance. No individuals with rising enzymes who require monitoring are stable. If original admission to hospital was for CHF, medical assessment requires to demonstrate condition is optimized. All new cardiac diagnoses (A-Fib, CHF, ACS) should have maximum medical stabilization prior to acceptance, preferably in a medical unit. Symptomatic hypertension/hypotension requiring IV therapeutics are not permitted. Uncontrolled, unstable, or new brady or tachy arrythmias are not permitted. Blood Pressure that is unexplained, sustained, or unresponsive to treatment ≥ of 190 mmHg / 110 mmHg or < 90 mmHg / 60 mmHg should be considered for medical stabilization prior to admission. If the patient BP is over 190/110 and has symptoms of dizziness, SOB, chest pain or headache, the patient must be admitted medically for stabilization. **Diastolic BP must be between 50-110.**
ENDOCRINE **DIABETES:**	Blood Glucose < 50 or Hyperglycemia requiring IV treatment is not accepted. New diagnosis of Diabetes will not be accepted until blood sugars stabilize. Implanted Pumps should be removed, and a basal/bolus insulin begun prior to arrival on BH Unit. Sliding Scale insulin is not sufficient at time of pump removal.
OVERDOSES	**Opiate overdose that required reversal with Narcan <4 hours ago are not permitted.** Overdoses such as: Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc. require specific labs as related to the drug. Acetaminophen OD will require APAP levels, liver function tests, and repeat draws to ensure decreasing levels. Individuals requiring Mucomyst treatment must complete treatment in a medical unit before transfer. Any medication overdoses known to cause EKG abnormalities (including, but not limited to: cardiac medications, tricyclic-class antidepressants, and all psychotropics) should have a baseline EKG.

ALCOHOL / DRUGS	**Primary Drug or Alcohol diagnosis without documented psychiatric comorbidity is not permitted.** If substance-related psychosis is so severe IV sedation may be required, and ICU admission should be considered.
ETOH:	**Cannot be in acute withdrawal (Delirium Tremens, CIWA Score > 20)** Disorientation, altered mental status, unconsciousness, or actively hallucinating, regardless of BAL, cannot be admitted to BH Unit and should be considered for medical admission due to Delirium Tremens (DTs.) If no evidence of DTs, BAC level guidelines are as follows: • If BAL < 200: stable for admission to BH Unit
NEUROLOGICAL	**Patients with recent head or spinal cord trauma are not permitted.** Primary Diagnosis of Traumatic Brain Injury (TBI) is not permitted. Primary Diagnosis of Neurological Movement Disorder, such as Huntington's, is not permitted.
HEAD TRAUMA:	Individuals with recent head trauma (< 2 weeks) and with neurocognitive features of TBI (new onset of memory, balance, executive function impairment) will need to have a documented recent neurological exam as part of the physical exam and appropriate testing to exclude bleeding or other acute intracranial anatomic abnormalities prior to acceptance.
SEIZURES:	**New onset of uncontrolled seizures are not permitted.** Patients with a known seizure disorder who have had a seizure (witnessed or unwitnessed) within the last 24 hours are not appropriate for admission to the BH Unit unless/until patient has been free of seizure activity for 24 hours. Concerns for pseudo-seizures can be discussed on a case-by-case basis.
SKIN / LINES / PORTS	**No patients dependent on continuous IV fluids or IV push meds.** **No Central Lines, PICC Lines, or Midlines are permitted.** Permanent access or surgically placed ports are eligible for transfer.
WOUNDS:	**Complex wound care, including wound vacs, are not permitted.** Sutures and Dermabond preferred over staples, as staples pose increased risk of re-injury to patient.
OSTOMY:	Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care are eligible for BH Unit with MD approval.
DIALYSIS:	**Peritoneal Dialysis is not permitted.** **Intake to contact On-Call Practitioner to review/accept *every* dialysis admission.** • Dialysis-dependent Acute Renal Failure are not permitted. • End Stage Renal Disease (ESRD) is accepted.
INFECTIONS	**Infections requiring more than Contact Isolation are not permitted.**

	Acceptance of patients with an active infectious process that requires any time of isolation will be assessed to determine the risk of cross-contamination of other individuals in an ambulatory unit environment per Infection Control Policy and Procedure. Cannot accept patients with infections (URIs, phlebitis, UTIs, renal complications, cellulitis, etc.) who also has **elevated temperatures ≥ 101◦F.** *Clear documentation of treatment and declining temperatures consistently < 101◦F must be recorded.* Elevated liver enzymes AST/ALT (SGOT/SGPT) requires a negative Hep A IgM antibody test prior to medical clearance. If IgM Hep A positive, must be over one week after onset of jaundice to be accepted into BH Unit and cooperative with hand hygiene, using soap and water after toileting. Review with Infection Control on a case-by-case basis when results are borderline. Lice – accepted only after treatment is applied Scabies – accepted only after treatment administered x24 hours Bed Bugs – accepted only after all clothing removed and bathed MRSA +/MDROs/VRE – accepted and isolated if room available C-diff – accepted only to rooms with appropriate sink for handwashing Decline: Uncontrolled secretions, diarrhea of unknown etiology, norovirus, diseases such as Varicella or Influenza that require Airborne or Droplet Contact Precautions.
RESPIRATORY	**O2 needs >5L via NC are not permitted.** Individuals who have respiratory needs that require suction – patients with recent tracheotomy or who require suctioning are not accepted. Nocturnal BiPAP/CPAP will be accepted to inpatient BH Unit, will require 1:1 COA. BiPAP/CPAP for Respiratory Failure are not permitted.
ORTHO **FRACTURES:** **DURABLE MEDICAL EQUIPMENT NEEDS:**	**Complex Orthopedic issues are not permitted.** Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory) will be reviewed on a case-by-case basis by BH Clinical Leadership and MD. Hard casts/walking boots are permitted, will require 1:1 COA. No canes, but walkers and wheelchairs are allowed as indicated with safety measures in place.
ONCOLOGY	Cannot accept patients actively receiving daily/continuous IV chemotherapy or radiation treatment. PO chemotherapy accepted if certified oncology nurse is NOT required to administer medication.

NUTRITION	**Tube feedings that cannot be independently managed by the patient are not accepted.** Temporary enteral feeding tubes are not accepted. Patients unable to take basic nutrition by mouth or cannot void prior to transfer are excluded.
OB/GYN - **PREGNANCY**	If pregnant, MD-to-MD conversation must occur before acceptance. If appropriate, ED MD will call OB/GYN MD Hospitalist for consult if needed. OB will determine medical stability and write order for level of monitoring and frequency, if stable to admit to BH Unit. If not stable from OB standpoint, patient will be taken to OB ED and then, if appropriate, admitted to OB MD service with Psych consult placed. OB Team Lead will make daily visits based on ordered frequency for specialized monitoring while on the BH Unit.
AMBULATION	**Bedbound patients unable to participate in programming are not permitted.** Patients with gait impairment who cannot ambulate independently and without assistive devices, require bedside rails, adjustable beds, HOB >30◦, bowel/bladder assistive care, personal care are eligible for admission to the SAMH.
INCONTINENCE - **CATHETERS**	**Patients with urinary retention requiring foley catheter are not permitted.** Patients requiring straight catheters who can perform self-care independently can be accepted to the BH Unit. Patients with indwelling catheters who can perform self-care and have no active infectious process can be accepted to the SAMH. Patients requiring straight I/O caths or daily foley care by nursing staff are eligible for the SAMH. All indwelling catheters require a 1:1 COA.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective as of May 16, 2023 ("Effective Date") by and between POLK COUNTY, a political subdivision of the State of Florida ("Polk County"), HARDEE COUNTY, a political subdivision of the State of Florida ("Hardee County"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida ("Highlands County") (Polk County, Hardee County, and Highlands County may be collectively referred to herein as the "Counties").

WHEREAS, pursuant to Florida Statute Section 394.462, a transportation plan was developed and implemented by each county on July 1, 2017, to organize a centralized system for acute care services;

WHEREAS, counties may establish a shared transportation plan with other, nearby counties pursuant to a memorandum of understanding between their governing boards; and

WHEREAS, the Counties now desire to enter into this Memorandum of Understanding in order to establish a shared transportation plan that meets the requirements of Florida Statute Section 394.462.

Now, therefore, it is mutually agreed between the Counties as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Counties each agree to adopt, implement and abide by the shared transportation plan, attached hereto and incorporated herein by reference as Exhibit "A," as each County's transportation plan required pursuant to Florida Statute.

IN WITNESS WHEREOF, the Counties have each made and executed this Memorandum of Understanding on the dates set forth below.

POLK COUNTY, a political subdivision of the State of Florida

By: _____
George M. Lindsey, III, Chairman
Board of County Commissioners

Date: 5/16/23

R.27

ATTEST:
Stacy M. Butterfield, Clerk

By: Alison Holland
Deputy Clerk

HARDEE CLERK TO BOARD
APR 21 '23 AM9:59

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective as of April 20, 2023 ("Effective Date") by and between POLK COUNTY, a political subdivision of the State of Florida ("Polk County"), HARDEE COUNTY, a political subdivision of the State of Florida ("Hardee County"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida ("Highlands County") (Polk County, Hardee County, and Highlands County may be collectively referred to herein as the "Counties").

WHEREAS, pursuant to Florida Statute Section 394.462, a transportation plan was developed and implemented by each county on July 1, 2017, to organize a centralized system for acute care services;

WHEREAS, counties may establish a shared transportation plan with other, nearby counties pursuant to a memorandum of understanding between their governing boards; and

WHEREAS, the Counties now desire to enter into this Memorandum of Understanding in order to establish a shared transportation plan that meets the requirements of Florida Statute Section 394.462.

Now, therefore, it is mutually agreed between the Counties as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Counties each agree to adopt, implement and abide by the shared transportation plan, attached hereto and incorporated herein by reference as Exhibit "A," as each County's transportation plan required pursuant to Florida Statute.

IN WITNESS WHEREOF, the Counties have each made and executed this Memorandum of Understanding on the dates set forth below.

[SIGNATURE PAGE TO FOLLOW]

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

Noey A. Flores
Chairman

ATTEST:

Victoria L. Rogers
Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners
Board Approved: 04/20/2023
Date: 04/25/2023

APPROVED AS TO FORM:

WEISS SEROTA HELFMAN COLE + BIERMAN P.L.
COUNTY ATTORNEY
Date: 4-20-2023

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective on the date executed by the last party hereto ("Effective Date") by and between POLK COUNTY, a political subdivision of the State of Florida ("Polk County"), HARDEE COUNTY, a political subdivision of the State of Florida ("Hardee County"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida ("Highlands County") (Polk County, Hardee County, and Highlands County may be collectively referred to herein as the "Counties").

WHEREAS, pursuant to Florida Statutes, Section 394.462, a transportation plan was developed and implemented by each of the Counties on July 1, 2017, to organize a centralized system for acute care services;

WHEREAS, the Counties may establish a shared transportation plan with other, nearby Counties pursuant to a memorandum of understanding with the governing boards thereof; and

WHEREAS, the Counties now desire to enter into this Memorandum of Understanding in order to establish a shared transportation plan that meets the requirements of Florida Statutes, Section 394.462.

Now, therefore, it is mutually agreed between the Counties as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Hardee County, Polk County and Highlands County hereby adopt the shared transportation plan attached hereto as **Exhibit "A"** (Transportation Plan) and agree to abide by and implement the Transportation Plan as its transportation plan pursuant to Florida Statutes, Section 394.462.

IN WITNESS WHEREOF, the Counties have each made and executed this Memorandum of Understanding on the dates set forth below.

HIGHLANDS COUNTY, a political subdivision
of the State of Florida

By: _____

Chris Campbell, Chairman

Date: June 06, 2023

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:

Sally B. Wood for
Jerome Kaszubowski, Clerk of Court

HARDEE COUNTY, a political subdivision
of the State of Florida

By: _____

Victoria L. Rogers, Chairman, Clerk to the Board of County Commissioners
Date: _____

ATTEST:

_____
Weiss Serota Helfman Cole + Bierman P.L.
County Attorney

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
William D. Beasley, County Manager

ATTEST: Stacy M. Butterfield, Clerk to the
Board (SEAL)

By: _____
Deputy Clerk, County Manager

Exhibit "A"
Shared Transportation Plan
[attached hereto]

DEPARTMENT OF CHILDREN AND FAMILIES
SUNCOAST REGION
Circuit 10
SUBSTANCE ABUSE AND MENTAL HEALTH

CIRCUIT 10 BEHAVIORAL HEALTH
(Polk, Highlands and Hardee)

TRANSPORTATION PLAN

2023-2026

CIRCUIT 10 BEHAVIORAL HEALTH
(Polk, Highlands and Hardee)

TRANSPORTATION PLAN

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CIRCUIT 10 BEHAVIORAL HEALTH TRANSPORTATION PLAN

Introduction

In accordance with the Florida Mental Health Act, the Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This plan has been developed by community stakeholders listed on page two, the Circuit 10 - Baker Act/Marchman Act Advisory Committee. This transportation plan requires approval by the Polk County Board of County Commissioners, Highlands County Board of County Commissioners, and Hardee County Board of County Commissioners. Upon approval this document will serve as the transportation plan for Florida's 10th Circuit per legislative intent.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services within each county, which may include exceptions to the requirement for transportation to the nearest receiving facility.
2. An arrangement by which a facility may provide, in addition to required psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or
3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.

Purpose

The Circuit 10 Transportation Plan has been successfully implemented. In the continued best interest of persons in need of public mental healthcare in Circuit 10 it is now agreed that a renewal of the plan will continue the successful established centralized Baker Act/Marchman Act system, known as the Circuit 10 Behavioral Transportation Plan. The Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in the Circuit 10 area will continue to meet individual needs.

The Plan calls for all law enforcement agencies in the Circuit 10 area to transport:

1. Adults on an involuntary Baker Act to the nearest receiving facility, as follows;
    a. Lakeland Regional Health,
    b. Winter Haven Hospital BayCare,
    c. Peace River Center Crisis Stabilization Unit (CSU) Bartow, Non-Medical,
    d. Peace River Center Crisis Stabilization Unit (CSU) Lakeland, Non-Medical,
    e. Park West Behavioral Health Care Crisis Center
2. Adults on an involuntary Marchman Act to Tri-County Human Services, Detox Center, Bartow.
3. Youth under the age of 18 years on an involuntary Baker Act to the nearest receiving facility, as follows;
    a. Peace River Center Crisis Stabilization Unit (CSU) Bartow, Non-Medical,
    b. Peace River Center Crisis Stabilization Unit (CSU) Lakeland, Non-Medical,
    c. Lakeland Regional Health, age 10 years or older.
4. Youth under the age of 18 years on an involuntary Marchman Act to ACTS-Thonotosassa

Baker Act / Marchman Act Advisory Committee

The purpose of the Baker Act/Marchman Act Advisory Committee is to discuss the operations of the Circuit 10 Transportation Plan. The committee meets regularly to discuss grievances, public satisfaction,

and assurance of patient rights as related to this plan. The Baker Act/Marchman Act Advisory Committee is composed of, but not limited to, representatives of the following agencies: DCF's Substance Abuse and Mental Health office, Peace River Center, Tri-County Human Services, Heartland For Children, Lakeland Regional Health, Winter Haven Hospital, BayCare, AdventHealth Lake Wales, Florida Hospital, Highlands Regional Medical Center, Poinciana Medical Center, Bartow Regional Medical Center, Polk County Sheriff's Office, Highland County Sheriff's Office, Hardee County Sheriff's Office, City of Lakeland Police Department, Winter Haven Police Department, Bartow Police Department, Bowling Green Police Department, Sebring Police Department, Lake Placid Police Department, Wauchula Police Department, Florida Highway Patrol, Polk County Public Safety Group, National Alliance on Mental Illness (NAMI), Department of Corrections, Emergency Management System, Homeless Coalition of Polk County, Polk County School Board, Hardee County School Board, Highlands School Board, and Public Defenders Office. All listed stakeholders will have access to the transportation plan.

System Capacity

- Peace River Center's Crisis Stabilization Unit, located at 1255 Golfview Ave., Bartow, Florida is a public Baker Act receiving facility licensed by the Agency for Health Care Administration (AHCA) to operate 30 Crisis Stabilization Unit beds for adults and minors. At the same location, Peace River Center also operates a 30 bed Short Term Adult Residential Facility, licensed by AHCA to provide psychiatric treatment services.
- Peace River Center's Crisis Stabilization Unit, located at 715 N. Lake Ave., Lakeland, Florida is a public Baker Act receiving facility licensed by the Agency for Health Care Administration (AHCA) to operate 20 Crisis Stabilization Unit beds for adults and minors.
- Tri-County Human Services' Detox Unit, located at 2725 Hwy 60 East, Bartow, Florida is a public Marchman Act receiving facility licensed by the State of Florida to operate 20 beds.
- Lakeland Regional Health Hospital located at 1324 Lakeland Hills Blvd, Lakeland, FL is a private Baker Act receiving facility licensed by AHCA to operate 68 beds consisting of 60 adult mental health beds and 8 adolescent (ages 10-17) mental health beds and 14 adult substance abuse beds.
- Winter Haven Hospital BayCare located at 200 Ave F NE, Winter Haven, FL is a private Baker Act receiving facility licensed by AHCA to operate 30 adult mental health beds.
- Poinciana Medical Center, Bartow Regional Medical Center, Highlands Regional Medical Center, Florida Hospital – Wauchula, Florida Hospital - Sebring are not receiving facilities, but are responsible to evaluate, treat and transfer persons in need of mental health and addiction treatment as part of their emergency department. This is in accordance with federal (EMTALA) emergency care rules and the medical treatment aspect of the plan applies to Lakeland Regional Health Hospital, Winter Haven Hospital BayCare, Florida Hospital – Lake Placid and AdventHealth Lake Wales.
- The receiving facilities will notify the Baker Act/Marchman Act Advisory Committee of any changes in system capacity.

Medical Treatment

Individuals needing medical treatment should be handled according to law enforcement agency policy and transported to the closest medical hospital, as follows;

- Lakeland Regional Health,
- Winter Haven Hospital BayCare,
- AdventHealth Lake Wales,
- Poinciana Medical Center,
- Bartow Regional Medical Center Baycare,
- HCA Florida Highlands Hospital,
- AdventHealth Lake Placid
- AdventHealth Wauchula
- AdventHealth Sebring
- AdventHealth Heart of Florida

Medical Clearance

Each facility has varying degree of ability to address co-morbid medical conditions. Receiving facilities in Circuit 10 have provided their medical exclusion and eligibly criteria to be included in the transportation plan for reference. See Attachments. Once the patient is medically cleared the medical facility will find the Baker Act Receiving facility that best suits that individual's needs. Transportation from one facility to another will be coordinated and paid for by the transferring facility. A non-emergent medical transportation company or contracted law enforcement officer may provide this service.

Choice

When practical, Law Enforcement will take into consideration individual choice when making a determination of which Baker Act receiving facility to transport the individual. All adults on an involuntary Marchman Act are to be transported to Tri-County Human Services Detox Unit in Bartow Florida. Law enforcement may decline to transport if the County has a contract with emergency transport company and law enforcement continued presence is not needed. Transporting entity may seek reimbursement for transporting expenses. Person(s) receiving transportation is responsible for expenses.

Protective Custody Without Consent

Law enforcement shall use the standard form CFMH 3800, developed by the department pursuant to s. 397.321 to execute a written report detailing the circumstances under which the person was taken into custody. The written report shall be included in the patient's record.

System Oversight

In an effort to resolve complaints, grievances, and disputes which may arise during implementation of the plan, key personnel from each of the public or private receiving facilities are encouraged to communicate regularly and frequently between Baker Act / Marchman Act Advisory Committee meetings. The Baker Act / Marchman Act Advisory Committee will implement necessary actions in response to its ongoing review and any public or Central Florida Behavioral Health Network (CFBHN) review.

County representatives of Polk, Highlands and Hardee Counties along with CFBHN are responsible for providing oversight to the Circuit 10 Behavioral Health Transportation Plan. A collaborative conflict resolution process will be used to resolve issues concerning the Circuit 10 Behavioral Health Transportation Plan, approve interagency agreements, as well as coordinate other services needed for individuals beyond acute care services.

Interorganizational Collaboration

Implementing an excellent Transportation Plan on behalf of persons in need of behavioral health services requires a significant amount of cooperation, commitment and collaboration from all parties involved. Besides having the strong support of law enforcement and the behavioral health providers, Polk, Highlands and Hardee County hospitals have engaged in a public planning process which has strengthened the relationships between all parties responsible for implementing the Transportation Plan in Circuit 10.

DEFINITIONS

Baker Act:	The Florida Mental Health Act, Florida Statute Chapter 394, Part 1
Marchman Act:	The Hal S. Marchman Alcohol and Other Drug Services Act, Florida Statute Chapter 397
Receiving Facility:	Any public or private facility designated by DCF to receive and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment.
Private Receiving Facility:	Any hospital or facility operated by a for-profit or not-for-profit corporation or association that provides mental health services and is not a public facility.
Public Receiving Facility:	Any facility that has contracted with DCF to provide mental health services to all persons, regardless of their ability to pay, and is receiving state funds for such purpose.

Attachments

Admission / Transfer for BayCare Behavioral Health Unit
Exclusion and Eligibility Recommendations

Revised
October 2019

Decisions outside of these criteria requires 1:1 discussion between ED Physician or Medical Hospitalist and a Psychiatrist or Medical Consultant

MEDICAL CONDITIONS	Exclusion / Eligibility Recommendations
LABS / CHEMISTRY (parameters)	Lab values must be current (**72 hours** dependent on the medical condition) BayCare Behavioral Health Receiving Facilities cannot accept patients with abnormal labs outside of these values without prior approval: **HEMATOLOGY:** **Hemoglobin:** < 7 g/dL (unless stable or chronic condition) **Sodium:** < 128 mmol/L or ≥ 159 mmol/L **Potassium:** ≤ 3.0 mmol/L or ≥ 6.0 mmol/L **WBC:** ≥ 20,000/mL (exceptions made for patients with stable CML) or ≤ 3,000/mL (unless stable or chronic condition) Stable Chronic Dialysis patients will be accepted, individuals with acute uremia are not eligible for admission. Patients who require ≥ 2 units of PRBC's in a 24 hr period are not eligible for transfer **CRITICAL VALUES ADULT REFERENCE – UPPER LIMITS:** Chloride 113 mmol/L, Creatinine 2.0mg/dL (if chronic kidney disease may be stable, check for .5 changes in past 24 hours) Glucose 74 mg/dL, Glucose 300 mg/dL, Hematocrit 54%, Hemoglobin 19.9 mg/dL, Magnesium 3.3 mg/dL, Platelets 450 th/uL, Valproic Acid 150 mcg/mL. lithium 2.0,
CARDIAC **BLOOD PRESSURE:**	**FOR ALL FACILITIES: NO PATIENTS WHO REQUIRE TELEMETRY MONITORING.** If patient has attained diagnostic tests for cardiac, they must reflect **medical** stability. **If original admission to hospital was for acute CHF,** CHF patients must meet BayCare Guideline for CHF Discharge. Ie lower weight, sodium above 135, 50% improvement in BNP. No individuals with significant alterations in their normal baseline BP unless clinically asymptomatic and on medication (if needed) **ADULTS** ≥ 180 mmHg / 110 mmHg or ≤ 90 mmHg / 60 mmHg • **If the Behavioral Health patient in the ER is asymptomatic and BP is not over 180/110– can go directly to BH.** • **If the Behavioral Health patient in the ER has known hypertension and has been prescribed hypertension meds but has not been taking them and BP is not over 180/110– ER can restart the patient on meds, then patient can go to BH.** • **If the Behavioral Health patient in the ER has high BP > 180/110 and is asymptomatic, and the ER cannot lower it, the patient must be admitted medically. If the ER lowers the BP, the ED physician should provide recommendations for Hypertension Treatment.** • **If the patient BP is over 180/110 and has symptoms of dizziness, SOB, chest pain or headache, the patient must be admitted medically for stabilization.** **Child ages and 99 percentile parameters. Outside these parameters will require**

	telephonic consultation and approval by on call pediatric hospitalist or cardiologist: 16-18: >140/90 or <90/60 12-15: >125/80 or <90/60 6-11: >125/80 or <85/55 2-5: >115/75 or <80/45
DIABETES	All Behavioral Health transfers must have a measurable blood sugar ≤300 mg/d. Diabetic emergency conditions such as diabetic ketoacidosis (DKA) and hyperosmolar hyperglycemic syndrome (HHS) should be excluded prior to transfer. Standard Insulin Sliding Scale Regimens can be used prior to formal consultation with Internal Medicine on Psychiatric Unit. Implanted Pumps are allowed as long as they have a safety mechanism to prevent overuse.
OVERDOSES	Overdoses will be treated by the ED physician and will have a medical clearance order following stabilization. Individuals who are medically unstable will not be accepted. Overdoses (Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc.) require specific labs as related to the drug. (i.e., Acetaminophen OD will require APAP levels, liver function tests and will require repeat draws to ensure decreasing levels. Individuals requiring **mucomyst treatment** must complete treatment at the medical facility. **ADULT REFERENCE – UPPER LIMITS:** Acetaminophen 150 mcg/mL, Carbamazepine 15 mcg/mL, Digoxin 2.4 mg/mL, Lithium 2.0 mmol/L, Phenobarbital 60 mcg/mL, Phenytoin 25 mcg/mL, Salicylate 31 mg/dL, Theophylline 20.1 mcg/mL, Vancomycin 40 mcg/mL
ALCOHOL / DRUGS ETOH:	Cannot be in severe withdrawal CIWA Score > 20. Cannot be primary need for treatment. Blood alcohol level must be < 300 mg/dL or should be anticipated to be < 300 based on ETOH clearance of 25 mg/dL/hour performed from time of lab draw, disorientation, altered mental status or unconsciousness cannot be admitted to Behavioral Health.
NEUROLOGICAL HEAD TRAUMA: **SEIZURES:**	Individuals with recent head trauma (<2 weeks) and with neurocognitive features of traumatic brain injury (new onset of memory, balance, executive function impairment) will need to have a documented recent neurological exam as part of the physical exam and appropriate testing to exclude bleeding or other acute intracranial anatomic abnormalities prior to acceptance. Patients that have a known seizure disorder who have had a seizure (witnessed or unwitnessed) within the last 24 hours will require medical admission and treatment. Patients will need to be free of seizure activity for 24 hours to be accepted to a Behavioral Health unit.
SKIN/LINES/PORTS **WOUNDS:** **OSTOMY:** **BEDSORES:**	No patients receiving IV fluids/meds. Permanent access or surgically placed ports are eligible for transfer. Cannot accept wounds that require wet dressings or dry dressings that require intensive treatment due to their size and/or location. No Drainage tubes. Once daily dry dressings are acceptable if wound care nurse will follow the patient 2 to 3 times a week. Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care are eligible for psychiatric units within medical hospitals. No Patients with Stage 2, 3 or 4 bedsores or contact precautions.

MEDICAL CONDITIONS	Exclusion / Eligibility Recommendations
INFECTIONS	**ALL FACILITIES:** Cannot accept Patients with infections (URI's phlebitis, UTI's renal complications, cellulites, etc.), with elevated temperatures ≥ 101 degrees F and have not been treated by referring facility prior to transfer will not be accepted. Acceptance of patients with an active infectious process that requires any type of isolation will be assessed to determine the risk of cross-contamination of other individuals in an ambulatory unit environment per inflection control policy and procedure. ***Clear documentation of treatment and declining temperatures consistently < 101 degrees F must be recorded.*** ***Elevated LFT's AST/ALT requires Hep A IGM antibody test prior to medical clearance. Hep A positive will not be accepted into behavioral health.*** Review with infection control on a case by case basis when results are borderline. Patients may have return trips back to the ER/hospital after this initial episode. Even if the liver enzymes have not returned to normal, they will NOT require any further isolation/precautions. Hepatitis A can only be acquired once and provides lifelong protection against a re-infection. **See BayCare policy and procedure.** ***Lice/Scabies requires 24-hour isolation post treatment per BayCare policy/procedure.*** ***MRSA positive/MDROs accepted per BayCare policy/procedure.***
RESPIRATORY	Individuals who have respiratory needs that require suction, or continuous oxygen, or have a recent tracheotomy are not accepted. No patients with Pulse Ox < 90% on room air will be accepted. Patients requiring continuous or intermittent oxygen during sleep will be accepted to psychiatric units within medical hospitals with medical bed capability. Patients requiring BiPAP will not be accepted to inpatient behavioral health units. Patients requiring CPAP are accepted.
Orthopedics/Oncology **BROKEN BONES:** **CANCER:**	Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory) will be reviewed on a case-by-case basis by BH clinical leadership. Generally unable to accept cases unless casting is complete. *Casting for fractures must be provided by the transferring facility prior to transfer.* Walking boots are permitted. Cannot accept patients actively receiving **daily/continuous** I.V. chemotherapy or radiation treatment. P.O chemotherapy accepted
NUTRITION	Patients with NG or PEG tubes or who require enteral feeding tubes for metabolic stability maybe accepted at facilities. Patients unable to self-feed or take basic nutrition by mouth or who cannot void prior to transfer are excluded. Patients with PEG tubes must be able to provide their own tube feedings.
OB/GYN **PREGNANCY:**	Cannot accept patients who are pregnant with complications requiring bed rest (pre-eclampsia). Pregnant patients in acute alcohol or opiate withdrawal need to be treated in an acute medical setting. 1. Patients in the first trimester should only have ultrasound if medically indicated by ED

	physician and in rare circumstances to confirm gestational age if no prior obstetrical care or inability to verify gestational age from patient history. Verification of fetal heart sounds is recommended. 2. Patients prior to **22** weeks will need an obstetrical consultation based on the discretion of the attending or if there are known medical problems being followed prenatally. Combine 1 and 2 because still first trimester. Ob consult or not **3.** Patients **22-34 weeks** of pregnancy must be placed in a psychiatric facility with immediate access to obstetrical services and should have an OB/GYN consultant. 4. Patients with complicating factors after **22** weeks of pregnancy or with conditions unable to participate in needed psychiatric care should be admitted to an obstetrical unit with immediate availability of psychiatric services and consultation.
AMBULATION	Patients with have gait impairment who cannot ambulate independently and without assistive devices (wheelchairs, crutches, canes, walkers), require bedside rails, adjustable beds, HOB > 30 degrees, (ie: symptomatic CHF, COPD or aspiration risk), bowel/bladder assistive care, personal care-bathing/dressing *are eligible for* psychiatric units **with medical bed capability.**
INCONTINENCE CATHETERS: (without active infection)	Patients with in-dwelling catheters (**leg bag/suprapubic)** who can perform self-care and have no active infectious process requiring isolation can be accepted. Patients requiring straight catheters who can perform self-cath/care **independently** can be accepted.

Revised February 14, 2020

Lakeland Regional Health

Behavioral Health Medical Stability for Admission/Transfer
Exclusion and Eligibility Recommendations

Decisions outside of these criteria requires 1:1 discussion between ED Physician/Medical Hospitalist and a Psychiatrist/Medical Consultant

Unit Specific Guidelines	Exclusion Recommendations
1 South	Bariatric patients who are non-ambulatory or require lift or transfer equipment, Continuous Oxygen, need for a medical bed, active *C. difficile* colitis
MDU	Young adults with complex medical problems, cerebral palsy, or cognitive impairments are not best served on a memory disorder unit designed for treatment of dementia.
ADL	Less than 10 years old, Pediatric Wheelchair, Crutches, need of ADA restroom, need for a medical bed, Continuous Oxygen, active *C. difficile* colitis
All Behavioral Health Units	Central Lines, Canes, Continuous IV Fluid dependence, Telemetry/Cardiac Monitoring, BiPap if for respiratory failure, Blood Transfusions, Chest Tubes, recent tracheostomy requiring nursing care, Rectal Tube, insulin or cardiac IV drips, Scabies (unless treatment administered x24h), Lice (Unless treatment has been applied), Bed Bugs (until bathed and clothing removed), Active Hepatitis A, Infectious Diseases (such as TB, Varicella) requiring respiratory, airborne or droplet precautions.
MEDICAL CONDITIONS	Exclusion / Eligibility Recommendations
LABS / CHEMISTRY (parameters)	Lab values must be current (within 72h old). CMP, CBC, UDS, and Urine Pregnancy on females required at minimum on all BH patients. ***If patient refuses labs, this requires MD to MD telephonic consultation to review prior to admission***. Outside of these labs values below physician approval required. If only a few points from normal likely provider will approve acceptance:

HEMATOLOGY:	**Hemoglobin:**	Acute < 10 or Chronic ≤ 8	**Sodium:** **Potassium:** **Calcium:**	< 128 mmol/L or ≥ 159 mmol/L ≤ 3.0 mmol/L or ≥ 6.0 mmol/L ≤ 7.0 mmol/L or ≥ 11.0 mmol/L

	Hematocrit:	Acute < 30 or Chronic < 25	**SGOT/SGPT:** **Amylase:**	≥350 >300	
	WBC: **Platelets:**	≥ 20,000/mL (exceptions made for patients with stable CML) or ≤ 3,000/mL (unless stable or chronic condition) <50,000 (Unless verified as chronic)	**CPK:**	If > 1,000 IV hydration should be given prior to medical clearance.	
	Stable Chronic Dialysis patients are accepted, individuals with acute uremia are declined. **CRITICAL VALUES ADULT REFERENCE** Acute changes in lab values that are more or less than 2x normal levels, typically will be critical values, will need careful consideration and most likely MD to MD conversation about stability. History of Thyroid disorder requires a TSH level within the last 30 days to rule out medical reasons for mood and emotional dysregulations. Medical admission may be warranted if behavior related to thyroid disease. Typically overdoses with drug levels above these upper limits are unstable, see overdose section below for specific levels. Metabolic/electrolyte abnormalities require a baseline EKG Upper limit Creatinine 2.5mg/dL (if CKD may be stable and will consider on case by case basis) Transfusion dependent blood dyscrasias are not stable nor accepted, except Sickle Cell patients that require monthly transfusions that are considered stable. If Blood glucose is <50 or Hyperglycemic requiring IV treatment is not accepted				

CARDIAC **BLOOD PRESSURE:**	**NO PATIENTS WHO REQUIRE TELEMETRY MONITORING.** If patient has attained diagnostic cardiac testing they must reflect **medical** stability prior to acceptance. No individuals with rising enzymes who are still requiring monitoring are stable. If original admission to hospital was for CHF, medical assessment required to demonstrate condition is optimized. All new cardiac diagnoses (Afib, CHF, ACS) should have maximum medical stabilization prior to acceptance, preferably in a medical unit. Symptomatic hypertension/hypotension requiring IV therapeutics are not permitted. Uncontrolled, unstable, or new brady or tachy arhythimias are not permitted. **ADULTS** Blood Pressure that is unexplained, sustained or unresponsive to treatment ≥ of 190 mmHg / 110 mmHg or less than 90 mmHg / 60 mmHg should be considered for medical stabilization prior to admission. If the patient BP is over 190/110 and has symptoms of dizziness, SOB, chest pain or headache, the patient must be admitted medically for stabilization. **Child ages and 99 percentile parameters. Outside these parameters will require telephonic consultation and approval by on call pediatric hospitalist or cardiologist:** 16-17: >140/90 or <90/60 12-15: >125/80 or <90/60 10-11: >125/80 or <85/55
ENDOCRINE **DIABETES:**	If Blood glucose is <50 or Hyperglycemic requiring IV treatment is not accepted New diagnosis of Diabetes will not be accepted until blood sugars stabilized. For pediatric patients with new onset diabetes sugar stabilization takes longer so hyperglycemia may be permitted after discussion MD to MD, but anything <50 remains exclusionary.

	Implanted Pumps should be removed and basal/bolus insulin begun prior to arrival on BH Unit. Sliding scale insulin is not sufficient at time of pump removal.
OVERDOSES	Overdoses like these: Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc., require specific labs as related to the drug. Acetaminophen OD will require APAP levels, liver function tests and will require repeat draws to ensure decreasing levels. Individuals requiring mucomyst treatment must complete treatment in medical unit before transfer. Any medication overdoses known to cause EKG abnormalities (such as but not limited to: Cardiac medications, Tricyclic class antidepressants, all Psychotropics) should have a baseline EKG.
ALCOHOL / DRUGS **ETOH:**	If substance related psychosis is so severe IV sedation may be required ICU admission needs to be considered. Cannot be in severe withdrawal CIWA Score > 20. Disorientation, altered mental status, unconsciousness or actively hallucinating regardless of BAL level cannot be admitted to Behavioral Health and should be considered for medical admit due to Delirium Tremens. If no evidence of DT's BAL guidelines are below: • If Blood alcohol <300 stable for admission to BH unit. • If Blood alcohol 300-375 and level anticipated to come down to 300 with a clearance of 25 mg/dL/hour performed from time of lab draw are stable for BH admission. • If BAL is >375 at ANY time, regardless how fast it comes down, patient is unstable to detox in a BH unit, medical admission is recommended. • A provider to provider telephonic consultation is required if go outside of this recommendation.
NEUROLOGICAL **HEAD TRAUMA:** **SEIZURES:**	Primary Diagnosis of Traumatic Brain Injury is not permitted. Primary Diagnosis of Neurological Movement Disorder such at Huntington's Disease is not permitted. Individuals with recent head trauma (<2 weeks) and with neurocognitive features of traumatic brain injury (new onset of memory, balance, executive function impairment) will need to have a documented recent neurological exam as part of the physical exam and appropriate testing to exclude bleeding or other acute intracranial anatomic abnormalities prior to acceptance.

	Patients that have a known seizure disorder who have had a seizure (witnessed or unwitnessed) within the last 24 hours are not appropriate for admission to the Behavioral Health unit unless and until patient has been free of seizure activity for 24 hours. Concerns for pseudo seizures can be discussed on a case by case basis.
SKIN/LINES/PORTS	No patients dependent on continuous IV fluids or meds. No Central Lines are allowed, only peripheral IV's and midlines. Permanent access or surgically placed ports are eligible for transfer.
WOUNDS:	Complex wound care will need to have a MD to MD conversation and be reviewed with nursing leadership. Wound vacs are not permitted. Sutures and Dermabond preferred over staples as staples pose increased risk of re-injury to patient.
OSTOMY:	Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care are eligible for psychiatric units with MD approval.
DIALYSIS:	Dialisys dependent Acute Renal Failure are not permitted. Peritoneal dialysis is not routinely permitted. End Stage Renal Disease (ESRD) is accepted.

INFECTIONS	Cannot accept Patients with infections (URI's, phlebitis, UTI's renal complications, cellulites, etc.), who also has elevated temperatures $\geq$ 101 degrees F. Acceptance of patients with an active infectious process that requires any type of isolation will be assessed to determine the risk of cross-contamination of other individuals in an ambulatory unit environment per inflection control policy and procedure. *Clear documentation of treatment and declining temperatures consistently < 101 degrees F must be recorded.*

	Elevated liver enzymes AST/ALT (SGOT/SGPT) requires a negative Hep A IGM antibody test prior to medical clearance. If IgM Hep A positive, must be over 1 week after onset of jaundice to be accepted into behavioral health and cooperative with hand hygiene using soap and water after toileting. Review with infection control on a case-by-case basis when results are borderline. *Lice – accepted only after treatment has been applied* *Scabies – accepted only after treatment administered x24h* *Bed Bugs – accepted only after all clothing removed and bathed* *MRSA positive/MDROs/VRE - accepted and isolated if room available* *C-diff – accepted only to MDU room W757, only room with appropriate sink for handwashing* *Decline: Uncontrolled secretions, diarrhea of unknown etiology, norovirus, diseases such as varicella or influenza that require Airborne or Droplet/Contact Precautions*
RESPIRATORY	Individuals who have respiratory needs that require suction Patients with recent tracheotomy or who require suctioning are not accepted. If requires continuous Oxygen will need MD to MD approval. Nocturnal BiPAP/CPAP will be accepted to inpatient behavioral health units, will require 1:1 COA sitter. BiPAP/CPAP for respiratory failure are not permitted.
ORTHO **Fractures/Durable Medical Equip Needs:**	Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory) will be reviewed on a case-by-case basis by BH clinical leadership and MD. Hard casts and Walking boots are permitted but requires 1:1 COA. No Canes but Walkers and wheelchairs are allowed as indicated with safety measures in place.
ONCOLOGY	Cannot accept patients actively receiving daily/continuous I.V. chemotherapy or radiation treatment. P.O chemotherapy accepted as long a certified oncology nurse is not required to administer medication.
NUTRITION	Temporary enteral feeding tubes are not accepted. Patients with PEG tubes are accepted Patients unable to take basic nutrition by mouth or who cannot void prior to transfer are excluded.

	Patients with PEG tubes not on MDU must be stable for bolus feedings.
OB/GYN PREGNANCY:	If pregnant MD to MD conversation must occur before acceptance. If appropriate, LRH ED MD will call OB GYN MD Hospitalist for consult if needed. OB will determine medical stability and write order for level of monitoring and frequency if stable to admit to BH unit. If not stable from OB point of view will be taken to OB ED and then if appropriate admitted to OB MD service with psych consult placed. OB Team Lead will make daily visits based on ordered frequency for specialized monitoring while on the BH unit.
AMBULATION	Patients with gait impairment who cannot ambulate independently and without assistive devices (wheelchairs, crutches, canes, walkers), require bedside rails, adjustable beds, HOB > 30 degrees, (ie: symptomatic CHF, COPD or aspiration risk), bowel/bladder assistive care, personal care-bathing/dressing *are eligible for* MDU (as long as other MDU criteria are met). Patients need to be able to perform ADLs independently within reason on all other units. Wheelchairs accepted to units other than MDU after MD to MD conversation.
INCONTINENCE CATHETERS:	Patients with in-dwelling catheters (leg bag/suprapubic) who can perform self-care and have no active infectious process can be accepted to MDU only due to safe placement of foley bag. Patients requiring straight catheters who can perform self-cath/care independently can be accepted. Patients requiring straight I/O caths or daily foley care by nursing staff are eligible for MDU only. All in-dwelling catheters require a COA 1:1.

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MEDICAL STABILIZATION GUIDELINES

Criteria for Accepting Baker Act Transfers from Medical Providers (Hospitals) to Free Standing Baker Act Receiving Facilities (Crisis Stabilization Units)

POLK, HIGHLANDS AND HARDEE COUNTIES

Effective: May 02, 2011, Updated March 1, 2019, November 9, 2020, January 28, 2021

These guidelines have been developed collaboratively between non-medical psychiatric facilities and crisis stabilization units (referred to as non-medical providers) and medical providers (hospitals and medical centers) to provide guidance regarding the appropriate referral and transfer of patients who have been examined and/or treated for medical issues prior to their transfer to a non-medical facility.

If a potential Baker Act patient arrives at a medical provider facility for an emergent medical condition, the condition will be treated/addressed as medically appropriate. All patients referred by a medical provider to a non-medical provider (crisis stabilization unit or freestanding psychiatric facility) for admission will be screened by the medical provider for medical illnesses/complications and medical stability prior to approving the patient for transfer. In all cases, sharing of information and agreement to accept the transfer from the medical provider to the non-medical provider will be obtained prior to the actual patient transfer taking place.

There is no requirement in Florida statute that medical clearance must be obtained prior to a person being transported by law enforcement to a non-medical provider Baker Act Receiving facility. If law enforcement believes there may be a medical issue or complication occurring, then a medical clearance should be sought prior to bringing a person to a non-medical provider.

For the medical safety of all persons involved, patients that are at or are being seen by a medical provider must be medically stable for transfer and not be in need of immediate emergent or urgent care or follow-up medical care prior to a transfer, drop-off or admission to a non-medical provider location.

To help facilitate the transfer process there should be a registered nurse phone consultation call between the facilities prior to transfer acceptance - this should be a registered nurse to registered nurse call. During this call the patient's clinical and medical status and stability is to be discussed and agreed upon. The patient's medical record, including diagnostic and laboratory test results, should be provided by fax or secure email, so it may be discussed during the registered nurse consult call in advance of the transfer.

A patient must be stabilized at the time of transfer and have supporting documentation of medical stability. *"Stabilized" in accordance with s.395.002(29) F.S. means that no material deterioration of the condition is likely, within reasonable medical probability, to result from the transfer of the patient from a hospital. Per the definition above, hospitals use the term "stabilized" to mean that the emergency medical condition has been resolved (meaning that it is no longer an emergency, not that the medical condition no longer exists) and also that a person can be transferred, in accordance with s. 395.002 (29) and EMTALA.*

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DEFINITIONS/REFERENCES

EMERGENCY MEDICAL CONDITION	A medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that absence of immediate medical attention could reasonably be expected to result in serious jeopardy to patient health, serious impairment to bodily function or serious dysfunction of any bodily organ or part. (*FS 395*).
MEDICAL STABILITY AND PSYCHIATRIC TRANSFERS	Receiving facilities shall closely scrutinize the medical screening to determine whether the patient was actually assessed with a purpose of ruling out other conditions or whether the examination was a perfunctory "cleared for psych" that failed to address underlying issues. The medical screening examination must be adequate not only to define the psychiatric problem, but also to reveal any physical illness or trauma. The treatable psychiatric symptoms/problem(s) must exceed any medical problems for the patient to be placed in an inpatient psychiatric unit. (*CMS publication 100-02, Medicare Benefit Policy Manual, Chapter 2, Sections 20, 20.1...) (HCFA, State Operations Manual Pub. 7 6/1998).*

Laboratory and diagnostic testing is expected to only be performed on medically compromised patients and is not expected to be performed for routine screening purposes. If Labs are performed, the lab values must be current (within past 24-48 hours) to be used to determine suitability for patient stability and transfer. **Any lab levels that fall outside the established guidelines stated in this document may require a Physician to Physician review.** ***Denial of acceptance of a patient outside of these guidelines requires a physician-to-physician consult.***

LABORATORY AND MEDICAL CONDITIONS THAT MAY DELAY OR PREVENT ADMISSION TO A NON-MEDICAL PROVIDER:

MEDICAL ISSUE	EXPLANATION - DEFINITION
1. AMBULATION	Patients who cannot ambulate independently and without assistive devices (crutches, canes, walkers), require bedside rails, adjustable beds, or Geri-chairs. May not be appropriate and require a case by case review for approval.
2. CARDIAC	PLATELETS: < 50,000 BNP: > 400 **** NO Patients who require cardiac monitoring or oxygen therapy may be admitted.**
3. DIABETES	Uncontrolled or untreated diabetes with blood levels < 70 or > 350meq.
4. EKG & CARDIAC CONDITIONS	Active chest pain, prior stents, prior coronary artery bypass graft (CABG) and any abnormal results require physician prior approval
5. ELECTROLYTES	SODIUM: < 130 OR >150 POTASSIUM: < 3.2 OR >5.8 CALCIUM: < 6.5 OR >10.5

MEDICAL ISSUE	EXPLANATION – DEFINITION
6. ETOH/DRUGS	Cannot be the primary need for treatment (except for Tri-County). Co-occurring is OK. BAL must be < 300 or patient must be able to ambulate with a steady gate and have clear coherent speech. Will NOT accept individuals requiring methadone for opiate addiction.
7. HEAD TRAUMA	Individuals with recent head trauma (2 weeks) & first onset of mental status change with no prior history. Individuals without documented neurological exam and/or appropriate head scan that will rule out medical instability, neurological and organic origins of psychiatric symptomatology.

8. HEMATOLOGY	HEMOGLOBIN : < 10.0 Hemoccult + (unless prior history of anemia) HEMATOCRIT: < 30.0 WBC: > 16,000 (unless acceptable medical explanation i.e. pregnancy, steroid use)
9. I & O	Patients unable to feed self or take basic nutrition by mouth OR who cannot void prior to transfer. Must be able to chew and swallow food. No indwelling catheters. Self-care catheters only with prior approval by the physician.
10. INFECTIONS	Cannot accept patients with an active infectious process that requires any type of isolation and whose treatment and/or management is unable to prevent cross contamination of other individuals in an ambulatory unit environment. Individuals unable to maintain control of bodily eliminations as related to diseases or infections transmitted via blood or body fluids. Infections (URI's, phlebitis, UTI's, Cellulitis etc.) with elevated temperatures > 38 and have not been treated by referring facility prior to transfer. Cannot accept patients where VRE is colonized in the stool. Cannot accept patients with C-Difficile. ***Require physician approval for all referrals receiving treatment.*** **COVID-19** - Cannot accept patients who are **positive** for COVID-19 and/or who answer "Yes" to any of the following "Screening Questions" used until a **negative** COVID-19 result is obtained (or they have been deemed cleared by the medical provider from the holding facility for the quarantine period and are therefore determined to no longer require isolation): Screening Questions Does the patient appear or report being ill? Does the patient have a fever/temp of 100.4F/38C or higher? Do they have a cough or shortness of breath? Are they experiencing one or more of the following: headache, sore throat, chills, muscle pain, diarrhea, loss of taste or smell? Have they been exposed to someone with confirmed COVID-19 or who is awaiting the result of a COVID-19 test?
MEDICAL ISSUE	**EXPLANATION – DEFINITION**
11. IV FLUIDS	No patients receiving IV fluids/meds. All IV ports must be removed prior to transfer. Permanent access or surgically placed ports must not be in use or require Heparin flushing unless approved by a physician.
12. LIVER	AMYLASE: > 350 AST: > 250 LDH: >350
13. MED/SURGICAL	Individuals who require urgent medical/surgical follow-up, who do not have a documented treatment plan and follow-up appointments in place. Patients with complex medical-surgical issues or needing procedures that could potentially prevent participation in the active treatment program will be reviewed on an individual basis. Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory). Unable to accept cases unless hard or soft casting is complete. Cannot accept patients that are actively receiving chemotherapy or radiation treatment.

	Cannot accept patients who are pregnant with complications requiring bed rest or within 4-6 weeks of due date.
14. OVERDOSES	Patients known to have ingested an overdose of any substance are not to be transferred/admitted to the CSU without the approval from the provider on-duty/on-call. ALL of the following considerations must be met prior to transfer/admission: 1. Patient is alert and able to communicate adequately for the RN to assess physical and mental status. 2. Vital signs and gross neurological signs are documented as within normal limits. 3. Individuals requiring Mucomyst treatment IV or PO must complete treatment at the medical provider facility and have labs within acceptable ranges before transfer. 4. Cardiac status is considered stable per cardiologist evaluation and a copy of most recent EKG is included in documentation received at CSU. 5. Referring physician documents patient is medically stable. 6. PRC psychiatrist agrees to accept patient for admission to CSU. Persons who are NOT medically stable will not be accepted and should not be transferred. Overdoses (Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc.) require specific labs related to the overdosed drug. Acetaminophen overdoes will require APAP levels and LFT's & will require repeat draws to ensure decreasing levels.
15. PULSE OXIMETRY	> 90 % - Sustained reading within parameters required for 2 consecutive readings
MEDICAL ISSUE	**EXPLANATION – DEFINITION**
16. RENAL (No pts on dialysis)	BUN: > 50 CREATININE: > 2.5
17. RESPIRATORY	Individuals requiring nebulizer treatments or have respiratory issues that require suction; individuals with a recent tracheotomy and/or those who require continuous oxygen. No patients who are actively using a CPAP machine unless approved by the physician.
18. SEIZURES	Patients with known epileptic seizure history who have not been taking anti-convulsive medication with positive recent seizure history (within 72 hours). No documentation of administering appropriate anti-convulsive medication or monitoring for a therapeutic level is evident. Non-medication compliant epileptic seizure patients will need loading dose. Status "Epilepticus" individuals will not be considered for admission until seizure free for up to 72 hours.
19. SKIN	Cannot accept wounds that require wet dressings or dry dressings that require intensive daily treatment due to their size and/or location. Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care will be reviewed for possible admission and require physician approval. No patients with Stage 2, 3, or 4 bedsores.
20. VITAL SIGNS	TEMPERATURE > 38 (100.4 F) BLOOD PRESSURE Adult > 170/110 OR < 90/60 Child > 130/90 OR < 90/60 PULSE Adult > 120 Child > 130
21. Special Formulary	Cannot accept inpatient admissions requiring Methadone, Suboxone or Morphine treatment

22. Diagnostics	Lithium level >2.0
23. Pregnancy	Pregnancies considered "high risk" require clearance by an OB/GYN provider. Consultation at the referring facility must occur prior to the transfer.
24. Isolation Precautions	Cannot accept patients requiring contact isolation, airborne or droplet precautions (e.g. MRSA, VRE, RSV, C. Difficile, etc.)

Advent Health Behavioral Health Medical Stability for Admission/Transfer Exclusion and Eligibility Recommendations

Decisions outside of these criteria require 1:1 discussion between ED Physician/Medical Hospitalist and a Psychiatrist/Medical Consultant

Admission Criteria Checklist for SAMH Admissions			
	Patient has legal status (Baker Act or Voluntary)		**Medical Clearance is complete and includes:**
	Legal paperwork is complete w/dates and signatures		**-CBC with Diff / WBC between 3500-15000**
	Patient is 60+ years of age or older		**-Potassium between 3.0-5.5**
	Danger to Self (Suicidal Ideations, Plan, or Actions)		**-Sodium between 128-152**
	Danger to Others (Homicidal Ideations, Assaultive, Destroyed Property)		**-BUN <30**
	Psychosis w/Command Hallucinations		**-Creatinine <2.0**
	Psychomotor Agitation (Mania) that impacts ability to complete ADLs		**-Urinalysis w/ <2+ Bacteria or Blood**
	Decline in Self-Care abilities that prevents adequate nutrition/hygiene		**-BP w/ DBP between 50-110**
	Cognitive Impairment w/Psychiatric Comorbidity that needs stabilized (Depression, Behavioral Disturbance, Psychosis)		**-Pulse between 50-110**
			-Oral Temperature <101◦F
	Failure of Outpatient Psychiatric Treatment d/t increase in severity of symptoms, non-compliance, or inadequate clinical response to treatment		**-Alcohol Level <200**
			-Narcan reversal completed 4+ hours *prior to medical clearance*

Unit-Specific Guidelines	**Exclusion Recommendations**				
SAMH	< 60 years old				
All BH Units	**Central/PICC/Midlines**, Canes, **Continuous IV Fluid Dependence or IV Push Medications**, Telemetry/Cardiac Monitoring, BiPAP/CPAP if for Respiratory Failure, Blood Transfusions, Chest Tubes, Recent Tracheostomy requiring Nursing Care, Rectal Tube, Insulin or Cardiac IV Drips, Scabies (unless treatment administered x24 hours,) Lice (unless treatment has been applied,) Bed Bugs (until bathed and clothing removed,) Active Hepatitis A, Infectious Disease (such as TB, Varicella) requiring Respiratory, Airborne, or Droplet Precautions, **Patients whose alternative placement choice is incarceration, Patients with primary diagnosis of Developmental Delay**				
Medical Conditions	**Exclusion/Eligibility Recommendations**				
LABS / CHEMISTRY (Parameters)	**Lab values must be current (within last 72 hours.)** CMP, CBC, UDS, UA, and Urine Pregnancy on females required at minimum on all BH Patients.				
	HEMATOLOGY:	**Hemoglobin:**	Acute < 10 Chronic ≤ 8	**Sodium:** **Potassium:** **Calcium:**	**< 128 mmol/L or ≥ 152 mmol/L** **< 3.0 mmol/L or ≥ 5.5 mmol/L** ≤ 7.0 mmol/L or ≥ 11.0 mmol/L
		Hematocrit:	Acute < 30 Chronic < 25	**SGOT/SGPT:** **Amylase:**	≥ 350 > 300

		WBC:	**≥ 15,000/mL or ≤ 3,500/mL**	**BUN: Creatinine:**	**>30 >2.0**
		Platelets:	< 50,000	**CPK:**	If > 1,000, IV hydration should be given prior to medical clearance.
	CRITICAL VALUES ADULT REFERENCE Acute changes in lab values that are more or less than 2x normal levels, typically will be critical values, will need careful consideration and most likely MD to MD conversation about stability. History of Thyroid disorder requires a TSH level within the last 30 days to rule out medical reasons for mood and emotional dysregulations. Medical admission may be warranted if behavior related to thyroid disease. Typically overdoses with drug levels above these upper limits are unstable, see Overdose Section below for specific levels. Metabolic/electrolyte abnormalities require a baseline EKG. **UA: >2+ Bacteria or Blood is not accepted** Transfusion-dependent blood dyscrasias are not stable nor accepted, except Sickle Cell patient that require monthly transfusions that are considered stable. Blood Glucose < 50 or Hyperglycemia requiring IV treatment is not accepted.				
CARDIAC **BLOOD PRESSURE:**	**NO PATIENTS WHO REQUIRE TELEMETRY MONITORING.** **Patients with chest pain are not permitted.** **Pulse: between 50-110 for acceptance** If patient has attained diagnostic cardiac testing, they must reflect medical stability prior to acceptance. No individuals with rising enzymes who require monitoring are stable. If original admission to hospital was for CHF, medical assessment requires to demonstrate condition is optimized. All new cardiac diagnoses (A-Fib, CHF, ACS) should have maximum medical stabilization prior to acceptance, preferably in a medical unit. Symptomatic hypertension/hypotension requiring IV therapeutics are not permitted. Uncontrolled, unstable, or new brady or tachy arrythmias are not permitted. Blood Pressure that is unexplained, sustained, or unresponsive to treatment ≥ of 190 mmHg / 110 mmHg or < 90 mmHg / 60 mmHg should be considered for medical stabilization prior to admission. If the patient BP is over 190/110 and has symptoms of dizziness, SOB, chest pain or headache, the patient must be admitted medically for stabilization. **Diastolic BP must be between 50-110.**				
ENDOCRINE **DIABETES:**	Blood Glucose < 50 or Hyperglycemia requiring IV treatment is not accepted. New diagnosis of Diabetes will not be accepted until blood sugars stabilize.				

	Implanted Pumps should be removed, and a basal/bolus insulin begun prior to arrival on BH Unit. Sliding Scale insulin is not sufficient at time of pump removal.
OVERDOSES	**Opiate overdose that required reversal with Narcan <4 hours ago are not permitted.** Overdoses such as: Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc. require specific labs as related to the drug. Acetaminophen OD will require APAP levels, liver function tests, and repeat draws to ensure decreasing levels. Individuals requiring Mucomyst treatment must complete treatment in a medical unit before transfer. Any medication overdoses known to cause EKG abnormalities (including, but not limited to: cardiac medications, tricyclic-class antidepressants, and all psychotropics) should have a baseline EKG.
ALCOHOL / DRUGS **ETOH:**	**Primary Drug or Alcohol diagnosis without documented psychiatric comorbidity is not permitted.** If substance-related psychosis is so severe IV sedation may be required, and ICU admission should be considered. **Cannot be in acute withdrawal (Delirium Tremens, CIWA Score > 20)** Disorientation, altered mental status, unconsciousness, or actively hallucinating, regardless of BAL, cannot be admitted to BH Unit and should be considered for medical admission due to Delirium Tremens (DTs.) If no evidence of DTs, BAC level guidelines are as follows: • If BAL < 200: stable for admission to BH Unit
NEUROLOGICAL **HEAD TRAUMA:** **SEIZURES:**	**Patients with recent head or spinal cord trauma are not permitted.** Primary Diagnosis of Traumatic Brain Injury (TBI) is not permitted. Primary Diagnosis of Neurological Movement Disorder, such as Huntington's, is not permitted. Individuals with recent head trauma (< 2 weeks) and with neurocognitive features of TBI (new onset of memory, balance, executive function impairment) will need to have a documented recent neurological exam as part of the physical exam and appropriate testing to exclude bleeding or other acute intracranial anatomic abnormalities prior to acceptance. **New onset of uncontrolled seizures are not permitted.** Patients with a known seizure disorder who have had a seizure (witnessed or unwitnessed) within the last 24 hours are not appropriate for admission to the BH Unit unless/until patient has been free of seizure activity for 24 hours. Concerns for pseudo-seizures can be discussed on a case-by-case basis.
SKIN / LINES / PORTS **WOUNDS:** **OSTOMY:** **DIALYSIS:**	**No patients dependent on continuous IV fluids or IV push meds.** **No Central Lines, PICC Lines, or Midlines are permitted.** Permanent access or surgically placed ports are eligible for transfer. **Complex wound care, including wound vacs, are not permitted.** Sutures and Dermabond preferred over staples, as staples pose increased risk of re-injury to patient. Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care are eligible for BH Unit with MD approval. **Peritoneal Dialysis is not permitted.** **Intake to contact On-Call Practitioner to review/accept *every* dialysis admission.** • Dialysis-dependent Acute Renal Failure are not permitted.

	• End Stage Renal Disease (ESRD) is accepted.
INFECTIONS	**Infections requiring more than Contact Isolation are not permitted.** Acceptance of patients with an active infectious process that requires any time of isolation will be assessed to determine the risk of cross-contamination of other individuals in an ambulatory unit environment per Infection Control Policy and Procedure. Cannot accept patients with infections (URIs, phlebitis, UTIs, renal complications, cellulitis, etc.) who also has **elevated temperatures ≥ 101◦F.** *Clear documentation of treatment and declining temperatures consistently < 101◦F must be recorded.* Elevated liver enzymes AST/ALT (SGOT/SGPT) requires a negative Hep A IgM antibody test prior to medical clearance. If IgM Hep A positive, must be over one week after onset of jaundice to be accepted into BH Unit and cooperative with hand hygiene, using soap and water after toileting. Review with Infection Control on a case-by-case basis when results are borderline. Lice – accepted only after treatment is applied Scabies – accepted only after treatment administered x24 hours Bed Bugs – accepted only after all clothing removed and bathed MRSA +/MDROs/VRE – accepted and isolated if room available C-diff – accepted only to rooms with appropriate sink for handwashing Decline: Uncontrolled secretions, diarrhea of unknown etiology, norovirus, diseases such as Varicella or Influenza that require Airborne or Droplet Contact Precautions.
RESPIRATORY	**O2 needs >5L via NC are not permitted.** Individuals who have respiratory needs that require suction – patients with recent tracheotomy or who require suctioning are not accepted. Nocturnal BiPAP/CPAP will be accepted to inpatient BH Unit, will require 1:1 COA. BiPAP/CPAP for Respiratory Failure are not permitted.
ORTHO **FRACTURES:** **DURABLE MEDICAL EQUIPMENT NEEDS:**	**Complex Orthopedic issues are not permitted.** Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory) will be reviewed on a case-by-case basis by BH Clinical Leadership and MD. Hard casts/walking boots are permitted, will require 1:1 COA. No canes, but walkers and wheelchairs are allowed as indicated with safety measures in place.
ONCOLOGY	Cannot accept patients actively receiving daily/continuous IV chemotherapy or radiation treatment. PO chemotherapy accepted if certified oncology nurse is NOT required to administer medication.
NUTRITION	**Tube feedings that cannot be independently managed by the patient are not accepted.** Temporary enteral feeding tubes are not accepted. Patients unable to take basic nutrition by mouth or cannot void prior to transfer are excluded.

OB/GYN - **PREGNANCY**	If pregnant, MD-to-MD conversation must occur before acceptance. If appropriate, ED MD will call OB/GYN MD Hospitalist for consult if needed. OB will determine medical stability and write order for level of monitoring and frequency, if stable to admit to BH Unit. If not stable from OB standpoint, patient will be taken to OB ED and then, if appropriate, admitted to OB MD service with Psych consult placed. OB Team Lead will make daily visits based on ordered frequency for specialized monitoring while on the BH Unit.
AMBULATION	**Bedbound patients unable to participate in programming are not permitted.** Patients with gait impairment who cannot ambulate independently and without assistive devices, require bedside rails, adjustable beds, HOB >30◦, bowel/bladder assistive care, personal care are eligible for admission to the SAMH.
INCONTINENCE - **CATHETERS**	**Patients with urinary retention requiring foley catheter are not permitted.** Patients requiring straight catheters who can perform self-care independently can be accepted to the BH Unit. Patients with indwelling catheters who can perform self-care and have no active infectious process can be accepted to the SAMH. Patients requiring straight I/O caths or daily foley care by nursing staff are eligible for the SAMH. All indwelling catheters require a 1:1 COA.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective as of July 1, 2017 ("Effective Date") by and between POLK COUNTY, a political subdivision of the State of Florida ("Polk County"), HARDEE COUNTY, a political subdivision of the State of Florida ("Hardee County"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida ("Highlands County") (Polk County, Hardee County, and Highlands County may be collectively referred to herein as the "Counties").

WHEREAS, pursuant to Florida Statute Section 394.462, a transportation plan shall be developed and implemented by each county by July 1, 2017, to organize a centralized system for acute care services;

WHEREAS, counties may establish a shared transportation plan with other, nearby counties pursuant to a memorandum of understanding between their governing boards; and

WHEREAS, the Counties now desire to enter into this Memorandum of Understanding in order to establish a shared transportation plan that meets the requirements of Florida Statute Section 394.462.

Now, therefore, it is mutually agreed between the Counties as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Counties each agree to adopt, implement and abide by the shared transportation plan, attached hereto and incorporated herein by reference as Exhibit "A," as each County's transportation plan required pursuant to Florida Statute.

IN WITNESS WHEREOF, the Counties have each made and executed this Memorandum of Understanding on the dates set forth below.

POLK COUNTY, a political subdivision of the State of Florida

By: Melony M. Bell
Melony M. Bell, Chairman
Board of County Commissioners

Date: 4/18/17

ATTEST:
Stacy M. Butterfield, Clerk

By: Jennifer Lidinger
Deputy Clerk

05-01-17A10:13 RCVD

0.51

HARDEE COUNTY, a political subdivision of the State of Florida

By: Colon Lambert
Colon Lambert, Chairman
Board of County Commissioners

Date: April 20, 2017

ATTEST:
Victoria L. Rogers
Ex-Offico Clerk to the Board of County Commissioners
Two(2) of Three(3) Originals

By: Victoria L. Rogers
~~Deputy Clerk~~

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: Don Elwell
Don Elwell, Chairman
Board of County Commissioners

Date: APRIL 18, 2017

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:
Robert W. Germaine, Clerk

By:
Clerk of Courts

Exhibit "A"
Shared Transportation Plan
[attached hereto]

DEPARTMENT OF CHILDREN AND FAMILIES
SUNCOAST REGION
Circuit 10
SUBSTANCE ABUSE AND MENTAL HEALTH

CIRCUIT 10 BEHAVIORAL HEALTH
(Polk, Highlands and Hardee)

TRANSPORTATION PLAN

2017-2020

CIRCUIT 10 BEHAVIORAL HEALTH
(Polk, Highlands and Hardee)

TRANSPORTATION PLAN

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CIRCUIT 10 BEHAVIORAL HEALTH TRANSPORTATION PLAN

Introduction

In accordance with the Florida Mental Health Act, the Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This plan has been developed by community stakeholders listed on page two, the Circuit 10 - Baker Act/Marchman Act Advisory Committee. This transportation plan requires approval by the Polk County Board of County Commissioners, Highlands County Board of County Commissioners, Hardee County Board of County Commissioners. Upon approval this document will serve as the transportation plan for Florida's 10th Circuit per legislative intent.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services within each county, which may include exceptions to the requirement for transportation to the nearest receiving facility.
2. An arrangement by which a facility may provide, in addition to required psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or
3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.

Purpose

The Circuit 10 Transportation Plan has been successfully implemented. In the continued best interest of persons in need of public mental healthcare in Circuit 10 it is now agreed that a renewal of the plan will continue the successful established centralized Baker Act/Marchman Act system, known as the Circuit 10 Behavioral Transportation Plan. The Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in the Circuit 10 area will continue to meet individual needs.

The Plan calls for all law enforcement agencies in the Circuit 10 area to transport:

1. Adults on an involuntary Baker Act to the nearest receiving facility, as follows;
    a. Lakeland Regional Health,
    b. Winter Haven Hospital BayCare,
    c. Peace River Center Crisis Stabilization Unit (CSU) Bartow, Non-Medical,
    d. Peace River Center Crisis Stabilization Unit (CSU) Lakeland, Non-Medical,
    e. Lake Wales Medical Center, age 60 years or older.
    f. Florida Hospital, Lake Placid, age 55 years or older.
2. Adults on an involuntary Marchman Act to Tri-County Human Services, Detox Center, Bartow.
3. Youth under the age of 18 years on an involuntary Baker Act to the nearest receiving facility, as follows;
    a. Peace River Center Crisis Stabilization Unit (CSU) Bartow, Non-Medical,
    b. Peace River Center Crisis Stabilization Unit (CSU) Lakeland, Non-Medical,
    c. Lakeland Regional Health Hospital, age 10 years or older.
4. Youth under the age of 18 years on an involuntary Marchman Act to ACTS-Tampa.

Baker Act / Marchman Act Advisory Committee

The purpose of the Baker Act/Marchman Act Advisory Committee is to discuss the operations of the Circuit 10 Transportation Plan. The committee meets regularly to discuss grievances, public satisfaction, and assurance of patient rights as related to this plan. The Baker Act/Marchman Act Advisory Committee is composed of, but not limited to, representatives of the following agencies: DCF's Substance Abuse and Mental Health office, Peace River Center, Tri-County Human Services, Heartland For Children, Lakeland Regional Health Hospital, Winter Haven Hospital, BayCare, Lake Wales Medical Center, Florida Hospital, Highlands Regional Medical Center, Poinciana Medical Center, Bartow Regional Medical Center, Polk County Sheriff's Office, Highland County Sheriff's Office, Hardee County Sheriff's Office, City of Lakeland Police Department, Winter Haven Police Department, Bartow Police Department, Bowling Green Police Department, Sebring Police Department, Lake Placid Police Department, Wauchula Police Department, Florida Highway Patrol, Polk County Public Safety Group, National Alliance on Mental Illness (NAMI), Department of Corrections, Emergency Management System, Homeless Coalition of Polk County, Polk County School Board, Hardee County School Board, Highlands School Board, and Public Defenders Office. All listed stakeholders will have access to the transportation plan.

System Capacity

- Peace River Center's Crisis Stabilization Unit, located at 1255 Golfview Ave., Bartow, Florida is a public Baker Act receiving facility licensed by the Agency for Health Care Administration (AHCA) to operate 30 Crisis Stabilization Unit beds for adults and minors. At the same location, Peace River Center also operates a 30 bed Short Term Adult Residential Facility, licensed by AHCA to provide psychiatric treatment services.
- Peace River Center's Crisis Stabilization Unit, located at 715 N. Lake Ave., Lakeland, Florida is a public Baker Act receiving facility licensed by the Agency for Health Care Administration (AHCA) to operate 20 Crisis Stabilization Unit beds for adults and minors. (Scheduled to open April 2017)
- Tri-County Human Services' Detox Unit, located at 2725 Hwy 60 East, Bartow, Florida is a public Marchman Act receiving facility licensed by the State of Florida to operate 20 beds.
- Lakeland Regional Health Hospital located at 1324 Lakeland Hills Blvd, Lakeland, FL is a private Baker Act receiving facility licensed by AHCA to operate 59 beds consisting of 50 adult mental health beds and 9 adolescent (ages 10-17) mental health beds.
- Winter Haven Hospital BayCare located at 200 Ave F NE, Winter Haven, FL is a private Baker Act receiving facility licensed by AHCA to operate 30 adult mental health beds.
- Lake Wales Medical Center located at 410 South 11th St., Lake Wales, FL is a private Baker Act receiving facility licensed by AHCA to operate 18 adult mental health beds.
- Florida Hospital, Lake Placid located at 1210 US Hwy 27, North Lake Placid, Fl. is a private Baker Act receiving facility licensed by AHCA to operate 17 adult mental health beds.
- Poinciana Medical Center, Bartow Regional Medical Center, Highlands Regional Medical Center, Florida Hospital – Wauchula, Florida Hospital - Sebring are not receiving facilities, but are responsible to evaluate, treat and transfer persons in need of mental health and addiction treatment as part of their emergency department. This is in accordance with federal (EMTALA) emergency care rules and the medical treatment aspect of the plan applies to Lakeland Regional Health Hospital, Winter Haven Hospital BayCare, Florida Hospital – Lake Placid and Lake Wales Medical Center.
- The receiving facilities will notify the Baker Act/Marchman Act Advisory Committee of any changes in system capacity.

Medical Treatment

Individuals needing medical treatment should be handled according to law enforcement agency policy and transported to the closest medical hospital, as follows;

- Lakeland Regional Health,
- Winter Haven Hospital BayCare,
- Lake Wales Medical Center,
- Poinciana Medical Center,
- Bartow Regional Medical Center,
- Highlands Regional Medical Center,
- Florida Hospital, Wauchula,
- Florida Hospital, Sebring or
- Florida Hospital, Lake Placid.

Choice

When practical, Law Enforcement will take into consideration individual choice when making a determination of which Baker Act receiving facility to transport the individual. All adults on an involuntary Marchman Act are to be transported to Tri-County Human Services Detox Unit in Bartow Florida. Law enforcement may decline to transport if the County has a contract with emergency transport company and law enforcement continued presence is not needed. Transporting entity may seek reimbursement for transporting expenses. Person(s) receiving transportation is responsible for expenses.

Protective Custody Without Consent

Law enforcement shall use the standard form CFMH 3800, developed by the department pursuant to s. 397.321 to execute a written report detailing the circumstances under which the person was taken into custody. The written report shall be included in the patient's record.

System Oversight

In an effort to resolve complaints, grievances, and disputes which may arise during implementation of the plan, key personnel from each of the public or private receiving facilities are encouraged to communicate regularly and frequently between Baker Act / Marchman Act Advisory Committee meetings. The Baker Act / Marchman Act Advisory Committee will implement necessary actions in response to its ongoing review and any public or CFBHN review.

County representatives of Polk, Highlands and Hardee Counties along with CFBHN are responsible for providing oversight to the Circuit 10 Behavioral Health Transportation Plan. A collaborative conflict resolution process will be used to resolve issues concerning the Circuit 10 Behavioral Health Transportation Plan, approve interagency agreements, as well as coordinate other services needed for individuals beyond acute care services.

Interorganizational Collaboration

Implementing an excellent Transportation Plan on behalf of persons in need of behavioral health services requires a significant amount of cooperation, commitment and collaboration from all parties involved. Besides having the strong support of law enforcement and the behavioral health providers, Polk, Highlands and Hardee County hospitals have engaged in a public planning process which has strengthened the relationships between all parties responsible for implementing the Transportation Plan in Circuit 10

DEFINITIONS

Baker Act:	The Florida Mental Health Act, Florida Statute Chapter 394, Part 1
Marchman Act:	The Hal S. Marchman Alcohol and Other Drug Services Act, Florida Statute Chapter 397
Receiving Facility:	Any public or private facility designated by DCF to receive and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment.
Private Receiving Facility:	Any hospital or facility operated by a for-profit or not-for-profit corporation or association that provides mental health services and is not a public facility.
Public Receiving Facility:	Any facility that has contracted with DCF to provide mental health services to all persons, regardless of their ability to pay, and is receiving state funds for such purpose.

DEPARTMENT OF CHILDREN AND FAMILIES
SUNCOAST REGION
Circuit 10
SUBSTANCE ABUSE AND MENTAL HEALTH

CIRCUIT 10 BEHAVIORAL HEALTH
(Polk, Highlands and Hardee)

TRANSPORTATION PLAN

2020-2023

CIRCUIT 10 BEHAVIORAL HEALTH
(Polk, Highlands and Hardee)

TRANSPORTATION PLAN

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CIRCUIT 10 BEHAVIORAL HEALTH TRANSPORTATION PLAN

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The intent of this plan is:

1. An arrangement centralizing and improving the provision of services within each county, which may include exceptions to the requirement for transportation to the nearest receiving facility.
2. An arrangement by which a facility may provide, in addition to required psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or
3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.

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The Circuit 10 Transportation Plan has been successfully implemented. In the continued best interest of persons in need of public mental healthcare in Circuit 10 it is now agreed that a renewal of the plan will continue the successful established centralized Baker Act/Marchman Act system, known as the Circuit 10 Behavioral Transportation Plan. The Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in the Circuit 10 area will continue to meet individual needs.

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1. Adults on an involuntary Baker Act to the nearest receiving facility, as follows;
    a. Lakeland Regional Health,
    b. Winter Haven Hospital BayCare,
    c. Peace River Center Crisis Stabilization Unit (CSU) Bartow, Non-Medical,
    d. Peace River Center Crisis Stabilization Unit (CSU) Lakeland, Non-Medical,
    e. Advent Health Lake Wales,- Geriatric Crisis Stabilization Unit (GCU)- age 60 or older,
    f. Advent Health Lake Wales- Adult Mental Health MH ages 18-59
2. Adults on an involuntary Marchman Act to Tri-County Human Services, Detox Center, Bartow.
3. Youth under the age of 18 years on an involuntary Baker Act to the nearest receiving facility, as follows;
    a. Peace River Center Crisis Stabilization Unit (CSU) Bartow, Non-Medical,
    b. Peace River Center Crisis Stabilization Unit (CSU) Lakeland, Non-Medical,
    c. Lakeland Regional Health, age 10 years or older.
4. Youth under the age of 18 years on an involuntary Marchman Act to ACTS-Thonotosassa

Baker Act / Marchman Act Advisory Committee

The purpose of the Baker Act/Marchman Act Advisory Committee is to discuss the operations of the Circuit 10 Transportation Plan. The committee meets regularly to discuss grievances, public satisfaction,

and assurance of patient rights as related to this plan. The Baker Act/Marchman Act Advisory Committee is composed of, but not limited to, representatives of the following agencies: DCF's Substance Abuse and Mental Health office, Peace River Center, Tri-County Human Services, Heartland For Children, Lakeland Regional Health, Winter Haven Hospital, BayCare, Advent Health Lake Wales, Florida Hospital, Highlands Regional Medical Center, Poinciana Medical Center, Bartow Regional Medical Center, Polk County Sheriff's Office, Highland County Sheriff's Office, Hardee County Sheriff's Office, City of Lakeland Police Department, Winter Haven Police Department, Bartow Police Department, Bowling Green Police Department, Sebring Police Department, Lake Placid Police Department, Wauchula Police Department, Florida Highway Patrol, Polk County Public Safety Group, National Alliance on Mental Illness (NAMI), Department of Corrections, Emergency Management System, Homeless Coalition of Polk County, Polk County School Board, Hardee County School Board, Highlands School Board, and Public Defenders Office. All listed stakeholders will have access to the transportation plan.

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- Peace River Center's Crisis Stabilization Unit, located at 715 N. Lake Ave., Lakeland, Florida is a public Baker Act receiving facility licensed by the Agency for Health Care Administration (AHCA) to operate 20 Crisis Stabilization Unit beds for adults and minors.
- Tri-County Human Services' Detox Unit, located at 2725 Hwy 60 East, Bartow, Florida is a public Marchman Act receiving facility licensed by the State of Florida to operate 20 beds.
- Lakeland Regional Health Hospital located at 1324 Lakeland Hills Blvd, Lakeland, FL is a private Baker Act receiving facility licensed by AHCA to operate 68 beds consisting of 60 adult mental health beds and 8 adolescent (ages 10-17) mental health beds and 14 adult substance abuse beds.
- Winter Haven Hospital BayCare located at 200 Ave F NE, Winter Haven, FL is a private Baker Act receiving facility licensed by AHCA to operate 30 adult mental health beds.
- Advent Health Lake Wales located at 410 South 11th St., Lake Wales, FL is a private Baker Act receiving facility licensed by AHCA to operate 24 adult mental health beds and 18 geriatric mental health beds.
- Poinciana Medical Center, Bartow Regional Medical Center, Highlands Regional Medical Center, Florida Hospital – Wauchula, Florida Hospital - Sebring are not receiving facilities, but are responsible to evaluate, treat and transfer persons in need of mental health and addiction treatment as part of their emergency department. This is in accordance with federal (EMTALA) emergency care rules and the medical treatment aspect of the plan applies to Lakeland Regional Health Hospital, Winter Haven Hospital BayCare, Florida Hospital – Lake Placid and Lake Wales Medical Center.
- The receiving facilities will notify the Baker Act/Marchman Act Advisory Committee of any changes in system capacity.

Medical Treatment

Individuals needing medical treatment should be handled according to law enforcement agency policy and transported to the closest medical hospital, as follows;

- Lakeland Regional Health,
- Winter Haven Hospital BayCare,
- Lake Wales Medical Center,
- Poinciana Medical Center,
- Baycare Medical Center,
- Highlands Regional Medical Center,
- Advent Health Lake Wales
- Advent Health Wachula

Medical Clearance

Each facility has varying degree of ability to address co-morbid medical conditions. Receiving facilities in Circuit 10 have provided their medical exclusion and eligibly criteria to be included in the transportation plan for reference. See Attachments. Once the patient is medically cleared the medical facility will find the Baker Act Receiving facility that best suits that individual's needs. Transportation from one facility to another will be coordinated and paid for by the transferring facility. A non-emergent medical transportation company or contracted law enforcement officer may provide this service.

Choice

When practical, Law Enforcement will take into consideration individual choice when making a determination of which Baker Act receiving facility to transport the individual. All adults on an involuntary Marchman Act are to be transported to Tri-County Human Services Detox Unit in Bartow Florida. Law enforcement may decline to transport if the County has a contract with emergency transport company and law enforcement continued presence is not needed. Transporting entity may seek reimbursement for transporting expenses. Person(s) receiving transportation is responsible for expenses.

Protective Custody Without Consent

Law enforcement shall use the standard form CFMH 3800, developed by the department pursuant to s. 397.321 to execute a written report detailing the circumstances under which the person was taken into custody. The written report shall be included in the patient's record.

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Receiving Facility:	Any public or private facility designated by DCF to receive and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment.
Private Receiving Facility:	Any hospital or facility operated by a for-profit or not-for-profit corporation or association that provides mental health services and is not a public facility.
Public Receiving Facility:	Any facility that has contracted with DCF to provide mental health services to all persons, regardless of their ability to pay, and is receiving state funds for such purpose.

Admission / Transfer for BayCare Behavioral Health Unit
Exclusion and Eligibility Recommendations

Revised
October 2019

Decisions outside of these criteria requires 1:1 discussion between ED Physician or Medical Hospitalist and a Psychiatrist or Medical Consultant

MEDICAL CONDITIONS	Exclusion / Eligibility Recommendations
LABS / CHEMISTRY (parameters)	Lab values must be current (**72 hours** dependent on the medical condition) BayCare Behavioral Health Receiving Facilities cannot accept patients with abnormal labs outside of these values without prior approval: **HEMATOLOGY:** **Hemoglobin:** < 7 g/dL (unless stable or chronic condition) **Sodium:** < 128 mmol/L or ≥ 159 mmol/L **Potassium:** ≤ 3.0 mmol/L or ≥ 6.0 mmol/L **WBC:** ≥ 20,000/mL (exceptions made for patients with stable CML) or ≤ 3,000/mL (unless stable or chronic condition) Stable Chronic Dialysis patients will be accepted, individuals with acute uremia are not eligible for admission. Patients who require ≥ 2 units of PRBC's in a 24 hr period are not eligible for transfer **CRITICAL VALUES ADULT REFERENCE – UPPER LIMITS:** Chloride 113 mmol/L, Creatinine 2.0mg/dL (if chronic kidney disease may be stable, check for .5 changes in past 24 hours) Glucose 74 mg/dL, Glucose 300 mg/dL, Hematocrit 54%, Hemoglobin 19.9 mg/dL, Magnesium 3.3 mg/dL, Platelets 450 th/uL, Valproic Acid 150 mcg/mL. lithium 2.0,
CARDIAC **BLOOD PRESSURE:**	**FOR ALL FACILITIES: NO PATIENTS WHO REQUIRE TELEMETRY MONITORING.** If patient has attained diagnostic tests for cardiac, they must reflect **medical** stability. **If original admission to hospital was for acute CHF,** CHF patients must meet BayCare Guideline for CHF Discharge. Ie lower weight, sodium above 135, 50% improvement in BNP. No individuals with significant alterations in their normal baseline BP unless clinically asymptomatic and on medication (if needed) **ADULTS** ≥ 180 mmHg / 110 mmHg or ≤ 90 mmHg / 60 mmHg • **If the Behavioral Health patient in the ER is asymptomatic and BP is not over 180/110– can go directly to BH.** • **If the Behavioral Health patient in the ER has known hypertension and has been prescribed hypertension meds but has not been taking them and BP is not over 180/110– ER can restart the patient on meds, then patient can go to BH.** • **If the Behavioral Health patient in the ER has high BP > 180/110 and is asymptomatic, and the ER cannot lower it, the patient must be admitted medically. If the ER lowers the BP, the ED physician should provide recommendations for Hypertension Treatment.** • **If the patient BP is over 180/110 and has symptoms of dizziness, SOB, chest pain or headache, the patient must be admitted medically for stabilization.** **Child ages and 99 percentile parameters. Outside these parameters will require**

	telephonic consultation and approval by on call pediatric hospitalist or cardiologist: 16-18: >140/90 or <90/60 12-15: >125/80 or <90/60 6-11: >125/80 or <85/55 2-5: >115/75 or <80/45
DIABETES	All Behavioral Health transfers must have a measurable blood sugar ≤300 mg/d. Diabetic emergency conditions such as diabetic ketoacidosis (DKA) and hyperosmolar hyperglycemic syndrome (HHS) should be excluded prior to transfer. Standard Insulin Sliding Scale Regimens can be used prior to formal consultation with Internal Medicine on Psychiatric Unit. Implanted Pumps are allowed as long as they have a safety mechanism to prevent overuse.
OVERDOSES	Overdoses will be treated by the ED physician and will have a medical clearance order following stabilization. Individuals who are medically unstable will not be accepted. Overdoses (Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc.) require specific labs as related to the drug. (i.e., Acetaminophen OD will require APAP levels, liver function tests and will require repeat draws to ensure decreasing levels. Individuals requiring **mucomyst treatment** must complete treatment at the medical facility. **ADULT REFERENCE – UPPER LIMITS:** Acetaminophen 150 mcg/mL, Carbamazepine 15 mcg/mL, Digoxin 2.4 mg/mL, Lithium 2.0 mmol/L, Phenobarbital 60 mcg/mL, Phenytoin 25 mcg/mL, Salicylate 31 mg/dL, Theophylline 20.1 mcg/mL, Vancomycin 40 mcg/mL
ALCOHOL / DRUGS ETOH:	Cannot be in severe withdrawal CIWA Score > 20. Cannot be primary need for treatment. Blood alcohol level must be < 300 mg/dL or should be anticipated to be < 300 based on ETOH clearance of 25 mg/dL/hour performed from time of lab draw, disorientation, altered mental status or unconsciousness cannot be admitted to Behavioral Health.
NEUROLOGICAL HEAD TRAUMA:	Individuals with recent head trauma (<2 weeks) and with neurocognitive features of traumatic brain injury (new onset of memory, balance, executive function impairment) will need to have a documented recent neurological exam as part of the physical exam and appropriate testing to exclude bleeding or other acute intracranial anatomic abnormalities prior to acceptance.
SEIZURES:	Patients that have a known seizure disorder who have had a seizure (witnessed or unwitnessed) within the last 24 hours will require medical admission and treatment. Patients will need to be free of seizure activity for 24 hours to be accepted to a Behavioral Health unit.
SKIN/LINES/PORTS	No patients receiving IV fluids/meds. Permanent access or surgically placed ports are eligible for transfer.
WOUNDS:	Cannot accept wounds that require wet dressings or dry dressings that require intensive treatment due to their size and/or location. No Drainage tubes. Once daily dry dressings are acceptable if wound care nurse will follow the patient 2 to 3 times a week.
OSTOMY:	Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care are eligible for psychiatric units within medical hospitals.
BEDSORES:	No Patients with Stage 2, 3 or 4 bedsores or contact precautions.

MEDICAL CONDITIONS	Exclusion / Eligibility Recommendations
INFECTIONS	**ALL FACILITIES:** Cannot accept Patients with infections (URI's phlebitis, UTI's renal complications, cellulites, etc.), with elevated temperatures ≥ 101 degrees F and have not been treated by referring facility prior to transfer will not be accepted. Acceptance of patients with an active infectious process that requires any type of isolation will be assessed to determine the risk of cross-contamination of other individuals in an ambulatory unit environment per inflection control policy and procedure. ***Clear documentation of treatment and declining temperatures consistently < 101 degrees F must be recorded.*** ***Elevated LFT's AST/ALT requires Hep A IGM antibody test prior to medical clearance. Hep A positive will not be accepted into behavioral health.*** Review with infection control on a case by case basis when results are borderline. Patients may have return trips back to the ER/hospital after this initial episode. Even if the liver enzymes have not returned to normal, they will NOT require any further isolation/precautions. Hepatitis A can only be acquired once and provides lifelong protection against a re-infection. **See BayCare policy and procedure.** ***Lice/Scabies requires 24-hour isolation post treatment per BayCare policy/procedure.*** ***MRSA positive/MDROs accepted per BayCare policy/procedure.***
RESPIRATORY	Individuals who have respiratory needs that require suction, or continuous oxygen, or have a recent tracheotomy are not accepted. No patients with Pulse Ox < 90% on room air will be accepted. Patients requiring continuous or intermittent oxygen during sleep will be accepted to psychiatric units within medical hospitals with medical bed capability. Patients requiring BiPAP will not be accepted to inpatient behavioral health units. Patients requiring CPAP are accepted.
Orthopedics/Oncology **BROKEN BONES:** **CANCER:**	Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory) will be reviewed on a case-by-case basis by BH clinical leadership. Generally unable to accept cases unless casting is complete. *Casting for fractures must be provided by the transferring facility prior to transfer.* Walking boots are permitted. Cannot accept patients actively receiving **daily/continuous** I.V. chemotherapy or radiation treatment. P.O chemotherapy accepted
NUTRITION	Patients with NG or PEG tubes or who require enteral feeding tubes for metabolic stability maybe accepted at facilities. Patients unable to self-feed or take basic nutrition by mouth or who cannot void prior to transfer are excluded. Patients with PEG tubes must be able to provide their own tube feedings.
OB/GYN **PREGNANCY:**	Cannot accept patients who are pregnant with complications requiring bed rest (pre-eclampsia). Pregnant patients in acute alcohol or opiate withdrawal need to be treated in an acute medical setting. 1. Patients in the first trimester should only have ultrasound if medically indicated by ED

	physician and in rare circumstances to confirm gestational age if no prior obstetrical care or inability to verify gestational age from patient history. Verification of fetal heart sounds is recommended. 2. Patients prior to **22** weeks will need an obstetrical consultation based on the discretion of the attending or if there are known medical problems being followed prenatally. Combine 1 and 2 because still first trimester. Ob consult or not **3.** Patients **22-34 weeks** of pregnancy must be placed in a psychiatric facility with immediate access to obstetrical services and should have an OB/GYN consultant. 4. Patients with complicating factors after **22** weeks of pregnancy or with conditions unable to participate in needed psychiatric care should be admitted to an obstetrical unit with immediate availability of psychiatric services and consultation.
AMBULATION	Patients with have gait impairment who cannot ambulate independently and without assistive devices (wheelchairs, crutches, canes, walkers), require bedside rails, adjustable beds, HOB > 30 degrees, (ie: symptomatic CHF, COPD or aspiration risk), bowel/bladder assistive care, personal care-bathing/dressing *are eligible for* psychiatric units **with medical bed capability.**
INCONTINENCE CATHETERS: (without active infection)	Patients with in-dwelling catheters **(leg bag/suprapubic)** who can perform self-care and have no active infectious process requiring isolation can be accepted. Patients requiring straight catheters who can perform self-cath/care **independently** can be accepted.

Lakeland Regional Health

Behavioral Health Medical Stability for Admission/Transfer
Exclusion and Eligibility Recommendations

Decisions outside of these criteria requires 1:1 discussion between ED Physician/Medical Hospitalist and a Psychiatrist/Medical Consultant

Unit Specific Guidelines	Exclusion Recommendations
1 South	Bariatric patients who are non-ambulatory or require lift or transfer equipment, Continuous Oxygen, need for a medical bed, active *C. difficile* colitis
MDU	Young adults with complex medical problems, cerebral palsy, or cognitive impairments are not best served on a memory disorder unit designed for treatment of dementia.
ADL	Less than 10 years old, Pediatric Wheelchair, Crutches, need of ADA restroom, need for a medical bed, Continuous Oxygen, active *C. difficile* colitis
All Behavioral Health Units	Central Lines, Canes, Continuous IV Fluid dependence, Telemetry/Cardiac Monitoring, BiPap if for respiratory failure, Blood Transfusions, Chest Tubes, recent tracheostomy requiring nursing care, Rectal Tube, insulin or cardiac IV drips, Scabies (unless treatment administered x24h), Lice (Unless treatment has been applied), Bed Bugs (until bathed and clothing removed), Active Hepatitis A, Infectious Diseases (such as TB, Varicella) requiring respiratory, airborne or droplet precautions.

MEDICAL CONDITIONS	Exclusion / Eligibility Recommendations				
LABS / CHEMISTRY (parameters)	Lab values must be current (within 72h old). CMP, CBC, UDS, and Urine Pregnancy on females required at minimum on all BH patients. ***If patient refuses labs, this requires MD to MD telephonic consultation to review prior to admission***. Outside of these labs values below physician approval required. If only a few points from normal likely provider will approve acceptance:				
	HEMATOLOGY:	**Hemoglobin:**	Acute < 10 or Chronic ≤ 8	**Sodium:** **Potassium:** **Calcium:**	< 128 mmol/L or ≥ 159 mmol/L ≤ 3.0 mmol/L or ≥ 6.0 mmol/L ≤ 7.0 mmol/L or ≥ 11.0 mmol/L

Hematocrit:	Acute < 30 or Chronic < 25	**SGOT/SGPT:**	≥350	
		Amylase:	>300	
WBC:	≥ 20,000/mL (exceptions made for patients with stable CML) or ≤ 3,000/mL (unless stable or chronic condition)	**CPK:**	If > 1,000 IV hydration should be given prior to medical clearance.	
Platelets:	<50,000 (Unless verified as chronic)			

Stable Chronic Dialysis patients are accepted, individuals with acute uremia are declined.

CRITICAL VALUES ADULT REFERENCE

Acute changes in lab values that are more or less than 2x normal levels, typically will be critical values, will need careful consideration and most likely MD to MD conversation about stability.

History of Thyroid disorder requires a TSH level within the last 30 days to rule out medical reasons for mood and emotional dysregulations. Medical admission may be warranted if behavior related to thyroid disease.

Typically overdoses with drug levels above these upper limits are unstable, see overdose section below for specific levels.

Metabolic/electrolyte abnormalities require a baseline EKG

Upper limit Creatinine 2.5mg/dL (if CKD may be stable and will consider on case by case basis)

Transfusion dependent blood dyscrasias are not stable nor accepted, except Sickle Cell patients that require monthly transfusions that are considered stable.

If Blood glucose is <50 or Hyperglycemic requiring IV treatment is not accepted

CARDIAC	**NO PATIENTS WHO REQUIRE TELEMETRY MONITORING.** If patient has attained diagnostic cardiac testing they must reflect **medical** stability prior to acceptance. No individuals with rising enzymes who are still requiring monitoring are stable. If original admission to hospital was for CHF, medical assessment required to demonstrate condition is optimized. All new cardiac diagnoses (Afib, CHF, ACS) should have maximum medical stabilization prior to acceptance, preferably in a medical unit. Symptomatic hypertension/hypotension requiring IV therapeutics are not permitted. Uncontrolled, unstable, or new brady or tachy arhythimias are not permitted.
BLOOD PRESSURE:	**ADULTS** Blood Pressure that is unexplained, sustained or unresponsive to treatment ≥ of 190 mmHg / 110 mmHg or less than 90 mmHg / 60 mmHg should be considered for medical stabilization prior to admission. If the patient BP is over 190/110 and has symptoms of dizziness, SOB, chest pain or headache, the patient must be admitted medically for stabilization. **Child ages and 99 percentile parameters. Outside these parameters will require telephonic consultation and approval by on call pediatric hospitalist or cardiologist:** 16-17: >140/90 or <90/60 12-15: >125/80 or <90/60 10-11: >125/80 or <85/55
ENDOCRINE **DIABETES:**	If Blood glucose is <50 or Hyperglycemic requiring IV treatment is not accepted New diagnosis of Diabetes will not be accepted until blood sugars stabilized. For pediatric patients with new onset diabetes sugar stabilization takes longer so hyperglycemia may be permitted after discussion MD to MD, but anything <50 remains exclusionary.

	Implanted Pumps should be removed and basal/bolus insulin begun prior to arrival on BH Unit. Sliding scale insulin is not sufficient at time of pump removal.
OVERDOSES	Overdoses like these: Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc., require specific labs as related to the drug. Acetaminophen OD will require APAP levels, liver function tests and will require repeat draws to ensure decreasing levels. Individuals requiring mucomyst treatment must complete treatment in medical unit before transfer. Any medication overdoses known to cause EKG abnormalities (such as but not limited to: Cardiac medications, Tricyclic class antidepressants, all Psychotropics) should have a baseline EKG.
ALCOHOL / DRUGS **ETOH:**	If substance related psychosis is so severe IV sedation may be required ICU admission needs to be considered. Cannot be in severe withdrawal CIWA Score > 20. Disorientation, altered mental status, unconsciousness or actively hallucinating regardless of BAL level cannot be admitted to Behavioral Health and should be considered for medical admit due to Delirium Tremens. If no evidence of DT's BAL guidelines are below: • If Blood alcohol <300 stable for admission to BH unit. • If Blood alcohol 300-375 and level anticipated to come down to 300 with a clearance of 25 mg/dL/hour performed from time of lab draw are stable for BH admission. • If BAL is >375 at ANY time, regardless how fast it comes down, patient is unstable to detox in a BH unit, medical admission is recommended. • A provider to provider telephonic consultation is required if go outside of this recommendation.
NEUROLOGICAL HEAD TRAUMA: **SEIZURES:**	Primary Diagnosis of Traumatic Brain Injury is not permitted. Primary Diagnosis of Neurological Movement Disorder such at Huntington's Disease is not permitted. Individuals with recent head trauma (<2 weeks) and with neurocognitive features of traumatic brain injury (new onset of memory, balance, executive function impairment) will need to have a documented recent neurological exam as part of the physical exam and appropriate testing to exclude bleeding or other acute intracranial anatomic abnormalities prior to acceptance.

	Patients that have a known seizure disorder who have had a seizure (witnessed or unwitnessed) within the last 24 hours are not appropriate for admission to the Behavioral Health unit unless and until patient has been free of seizure activity for 24 hours. Concerns for pseudo seizures can be discussed on a case by case basis.
SKIN/LINES/PORTS	No patients dependent on continuous IV fluids or meds. No Central Lines are allowed, only peripheral IV's and midlines. Permanent access or surgically placed ports are eligible for transfer.
WOUNDS:	Complex wound care will need to have a MD to MD conversation and be reviewed with nursing leadership. Wound vacs are not permitted. Sutures and Dermabond preferred over staples as staples pose increased risk of re-injury to patient.
OSTOMY:	Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care are eligible for psychiatric units with MD approval.
DIALYSIS:	Dialisys dependent Acute Renal Failure are not permitted. Peritoneal dialysis is not routinely permitted. End Stage Renal Disease (ESRD) is accepted.

INFECTIONS	Cannot accept Patients with infections (URI's, phlebitis, UTI's renal complications, cellulites, etc.), who also has elevated temperatures $\geq$ 101 degrees F. Acceptance of patients with an active infectious process that requires any type of isolation will be assessed to determine the risk of cross-contamination of other individuals in an ambulatory unit environment per inflection control policy and procedure. *Clear documentation of treatment and declining temperatures consistently < 101 degrees F must be recorded.*

	Elevated liver enzymes AST/ALT (SGOT/SGPT) requires a negative Hep A IGM antibody test prior to medical clearance. If IgM Hep A positive, must be over 1 week after onset of jaundice to be accepted into behavioral health and cooperative with hand hygiene using soap and water after toileting. Review with infection control on a case-by-case basis when results are borderline. *Lice – accepted only after treatment has been applied* *Scabies – accepted only after treatment administered x24h* *Bed Bugs – accepted only after all clothing removed and bathed* *MRSA positive/MDROs/VRE - accepted and isolated if room available* *C-diff – accepted only to MDU room W757, only room with appropriate sink for handwashing* *Decline: Uncontrolled secretions, diarrhea of unknown etiology, norovirus, diseases such as varicella or influenza that require Airborne or Droplet/Contact Precautions*
RESPIRATORY	Individuals who have respiratory needs that require suction Patients with recent tracheotomy or who require suctioning are not accepted. If requires continuous Oxygen will need MD to MD approval. Nocturnal BiPAP/CPAP will be accepted to inpatient behavioral health units, will require 1:1 COA sitter. BiPAP/CPAP for respiratory failure are not permitted.
ORTHO Fractures/Durable Medical Equip Needs:	Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory) will be reviewed on a case-by-case basis by BH clinical leadership and MD. Hard casts and Walking boots are permitted but requires 1:1 COA. No Canes but Walkers and wheelchairs are allowed as indicated with safety measures in place.
ONCOLOGY	Cannot accept patients actively receiving daily/continuous I.V. chemotherapy or radiation treatment. P.O chemotherapy accepted as long a certified oncology nurse is not required to administer medication.
NUTRITION	Temporary enteral feeding tubes are not accepted. Patients with PEG tubes are accepted Patients unable to take basic nutrition by mouth or who cannot void prior to transfer are excluded.

	Patients with PEG tubes not on MDU must be stable for bolus feedings.
OB/GYN PREGNANCY:	If pregnant MD to MD conversation must occur before acceptance. If appropriate, LRH ED MD will call OB GYN MD Hospitalist for consult if needed. OB will determine medical stability and write order for level of monitoring and frequency if stable to admit to BH unit. If not stable from OB point of view will be taken to OB ED and then if appropriate admitted to OB MD service with psych consult placed. OB Team Lead will make daily visits based on ordered frequency for specialized monitoring while on the BH unit.
AMBULATION	Patients with gait impairment who cannot ambulate independently and without assistive devices (wheelchairs, crutches, canes, walkers), require bedside rails, adjustable beds, HOB > 30 degrees, (ie: symptomatic CHF, COPD or aspiration risk), bowel/bladder assistive care, personal care-bathing/dressing *are eligible for* MDU (as long as other MDU criteria are met). Patients need to be able to perform ADLs independently within reason on all other units. Wheelchairs accepted to units other than MDU after MD to MD conversation.
INCONTINENCE CATHETERS:	Patients with in-dwelling catheters (leg bag/suprapubic) who can perform self-care and have no active infectious process can be accepted to MDU only due to safe placement of foley bag. Patients requiring straight catheters who can perform self-cath/care independently can be accepted. Patients requiring straight I/O caths or daily foley care by nursing staff are eligible for MDU only. All in-dwelling catheters require a COA 1:1.

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MEDICAL STABILIZATION GUIDELINES

Criteria for Accepting Baker Act Transfers from Medical Providers (Hospitals) to Free Standing Baker Act Receiving Facilities (Crisis Stabilization Units)

POLK, HIGHLANDS AND HARDEE COUNTIES

Effective: May 02, 2011; Updated March 1, 2019

These guidelines have been developed collaboratively between non-medical psychiatric facilities and crisis stabilization units (referred to as non-medical providers) and medical providers (hospitals and medical centers) to provide guidance regarding the appropriate referral and transfer of patients who have been examined and/or treated for medical issues prior to their transfer to a non-medical facility.

If a potential Baker Act patient arrives at a medical provider facility for an emergent medical condition, the condition will be treated/addressed as medically appropriate. All patients referred by a medical provider to a non-medical provider (crisis stabilization unit or freestanding psychiatric facility) for admission will be screened by the medical provider for medical illnesses/complications and medical stability prior to approving the patient for transfer. In all cases, sharing of information and agreement to accept the transfer from the medical provider to the non-medical provider will be obtained prior to the actual patient transfer taking place.

There is no requirement in Florida statute that medical clearance must be obtained prior to a person being transported by law enforcement to a non-medical provider Baker Act Receiving facility. If law enforcement believes there may be a medical issue or complication occurring, then a medical clearance should be sought prior to bringing a person to a non-medical provider.

For the medical safety of all persons involved, patients that are at or are being seen by a medical provider must be medically stable for transfer and not be in need of immediate emergent or urgent care or follow-up medical care prior to a transfer, drop-off or admission to a non-medical provider location.

To help facilitate the transfer process there should be a registered nurse phone consultation call between the facilities prior to transfer acceptance - this should be a registered nurse to registered nurse call. During this call the patient's clinical and medical status and stability is to be discussed and agreed upon. The patient's medical record, including diagnostic and laboratory test results, should be provided by fax or secure email, so it may be discussed during the registered nurse consult call in advance of the transfer.

A patient must be stabilized at the time of transfer and have supporting documentation of medical stability. *"Stabilized" in accordance with s.395.002(29) F.S. means that no material deterioration of the condition is likely, within reasonable medical probability, to result from the transfer of the patient from a hospital. Per the definition above, hospitals use the term "stabilized" to mean that the emergency medical condition has been resolved (meaning that it is no longer an emergency, not that the medical condition no longer exists) and also that a person can be transferred, in accordance with s. 395.002 (29) and EMTALA.*

DEFINITIONS/REFERENCES

EMERGENCY MEDICAL CONDITION	A medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that absence of immediate medical attention could reasonably be expected to result in serious jeopardy to patient health, serious impairment to bodily function or serious dysfunction of any bodily organ or part. (*FS 395*).
MEDICAL STABILITY AND PSYCHIATRIC TRANSFERS	Receiving facilities shall closely scrutinize the medical screening to determine whether the patient was actually assessed with a purpose of ruling out other conditions or whether the examination was a perfunctory "cleared for psych" that failed to address underlying issues. The medical screening examination must be adequate not only to define the psychiatric problem, but also to reveal any physical illness or trauma. The treatable psychiatric symptoms/problem(s) must exceed any medical problems for the patient to be placed in an inpatient psychiatric unit. (*CMS publication 100-02, Medicare Benefit Policy Manual, Chapter 2, Sections 20, 20.1...) (HCFA, State Operations Manual Pub. 7 6/1998).*

Laboratory and diagnostic testing is expected to only be performed on medically compromised patients and is not expected to be performed for routine screening purposes. If Labs are performed, the lab values must be current (within past 24-48 hours) to be used to determine suitability for patient stability and transfer. **Any lab levels that fall outside the established guidelines stated in this document may require a Physician to Physician review.** ***Denial of acceptance of a patient outside of these guidelines requires a physician-to-physician consult.***

LABORATORY AND MEDICAL CONDITIONS THAT MAY DELAY OR PREVENT ADMISSION TO A NON-MEDICAL PROVIDER:

MEDICAL ISSUE	EXPLANATION - DEFINITION
1. AMBULATION	Patients who cannot ambulate independently and without assistive devices (crutches, canes, walkers), require bedside rails, adjustable beds, or Geri-chairs. May not be appropriate and require a case by case review for approval.
2. CARDIAC	PLATELETS: < 50,000 BNP: > 400 **** NO Patients who require cardiac monitoring or oxygen therapy may be admitted.**
3. DIABETES	Uncontrolled or untreated diabetes with blood levels < 70 or > 350meq.
4. EKG & CARDIAC CONDITIONS	Active chest pain, prior stents, prior coronary artery bypass graft (CABG) and any abnormal results require physician prior approval
5. ELECTROLYTES	SODIUM: < 130 OR >150 POTASSIUM: < 3.2 OR >5.8 CALCIUM: < 6.5 OR >10.5

MEDICAL ISSUE	EXPLANATION – DEFINITION
6. ETOH/DRUGS	Cannot be the primary need for treatment (except for Tri-County). Co-occurring is OK. BAL must be < 300 or patient must be able to ambulate with a steady gate and have clear coherent speech. Will NOT accept individuals requiring methadone or Suboxone for opiate addiction. Cannot accept patients requiring PO Morphine.
7. HEAD TRAUMA	Individuals with recent head trauma (2 weeks) & first onset of mental status change with no prior history. Individuals without documented neurological exam and/or appropriate head scan that will rule out medical instability, neurological and organic origins of psychiatric symptomatology.
8. HEMATOLOGY	HEMOGLOBIN : < 10.0 Hemoccult + (unless prior history of anemia) HEMATOCRIT: < 30.0 WBC: > 16,000 (unless acceptable medical explanation i.e. pregnancy, steroid use)
9. I & O	Patients unable to feed self or take basic nutrition by mouth OR who cannot void prior to transfer. Must be able to chew and swallow food. No indwelling catheters. Self-care catheters only with prior approval by the physician.
10. INFECTIONS	Cannot accept patients with an active infectious process that requires any type of isolation and whose treatment and/or management is unable to prevent cross contamination of other individuals in an ambulatory unit environment. Individuals unable to maintain control of bodily eliminations as related to diseases or infections transmitted via blood or body fluids. Infections (URI's, phlebitis, UTI's, Cellulitis etc.) with elevated temperatures > 38 degrees celsius and have not been treated by referring facility prior to transfer. Cannot accept patients where VRE is colonized in the stool. Cannot accept patients with C-Difficile. ***Require physician approval for all referrals receiving treatment.***
11. IV FLUIDS	No patients receiving IV fluids/meds. All IV ports must be removed prior to transfer. Permanent access or surgically placed ports must not be in use or require Heparin flushing unless approved by a physician.
12. LIVER	AMYLASE: > 350 AST or ALT: > 300 LDH: >350

MEDICAL ISSUE	EXPLANATION – DEFINITION
13. MED/SURGICAL	Individuals who require urgent medical/surgical follow-up, who do not have a documented treatment plan and follow-up appointments in place. Patients with complex medical-surgical issues or needing procedures that could potentially prevent participation in the active treatment program will be reviewed on an individual basis. Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory). Unable to accept cases unless hard or soft casting is complete. Cannot accept patients that are actively receiving chemotherapy or radiation treatment. Cannot accept patients who are pregnant with complications requiring bed rest or within 4-6 weeks of due date.
14. OVERDOSES	Patients known to have ingested an overdose of any substance will not be admitted to the CSU unless the following considerations are met: 1. Patient is alert and able to communicate adequately for the non-medical provider RN to assess physical and mental status. 2. Vital signs and gross neurological signs are documented as within normal limits. 3. Individuals requiring Mucomyst treatment IV or PO must complete treatment at the medical provider facility and have labs within acceptable ranges before transfer. 4. Cardiac status is considered stable per cardiologist evaluation and a copy of most recent EKG is included in documentation received at CSU. 5. Referring physician documents patient is medically stable. 6. PRC psychiatrist agrees to accept patient for admission to CSU. Persons who are NOT medically stable will not be accepted. Overdoses (Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc.) require specific labs related to the overdosed drug. Acetaminophen overdoes will require APAP levels and LFT's & will require repeat draws to ensure decreasing levels.
15. PULSE OXIMETRY	≤ 90 % - Sustained reading within parameters required for 2 consecutive readings
16. RENAL (No pts on dialysis)	BUN: ≥ 50 CREATININE: ≥ 2.5 eGFR <35
17. RESPIRATORY	Individuals requiring nebulizer treatments or have respiratory issues that require suction; individuals with a recent tracheotomy and/or those who require continuous oxygen. No patients who are actively using a CPAP machine unless approved by the physician.

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MEDICAL ISSUE	EXPLANATION – DEFINITION
18. SEIZURES	Patients with known epileptic seizure history who have not been taking anti-convulsive medication with positive recent seizure history (within 72 hours). No documentation of administering appropriate anti-convulsive medication or monitoring for a therapeutic level is evident. Non-medication compliant epileptic seizure patients will need loading dose. Status "Epilepticus" individuals will not be considered for admission until seizure free for up to 72 hours.
19. SKIN	Cannot accept wounds that require wet dressings or dry dressings that require intensive daily treatment due to their size and/or location. Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care will be reviewed for possible admission and require physician approval. No patients with Stage 2, 3, or 4 bedsores.
20. VITAL SIGNS	TEMPERATURE > 38 degrees Celsius (100.4 F) BLOOD PRESSURE Adult > 170/110 OR < 90/60 Child > 130/90 OR < 90/60 PULSE Adult > 120 Child > 130
21. DIAGNOSTICS	Lithium level >2.0
22. PREGNANCY	Pregnancies considered "high risk" require clearance by an OB/GYN provider. Consultation at the referring facility must occur prior to the transfer.

THESE GUIDELINES WERE DEVELOPED AND AGREED TO ON MAY 2, 2011 BY:

Dr. Sean Harvey, Medical Director LRMC Psychiatry Department	Dr. Majd Alsamman, Medical Director WHH CFP
Dr. James Melton, Medical Director LRMC Emergency Department	Dr. Jaynath Bolaram, Medical Director Florida Hospital Lake Placid
Dr. Ronald Berman, Chief of Staff WHH Emergency Department	Dr. Jorge Dorta-Duque, Medical Director, Peace River Center

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 19, 2020

PRESENTER: **Leah Sauls, Community Programs Director**

SUBJECT/TITLE: **Request approval of the proposed Memorandum of Understanding between Polk, Hardee, and Highlands County to establish a Transportation Plan; organizing a centralized system for acute care services in compliance with Florida Statute Section 394.462.**

STATEMENT OF ISSUE

In accordance with the Florida Mental Health Act, the Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This plan has been developed by community stakeholders and requires approval by the County Commissioners. The Circuit 10 Transportation Plan has been successfully implemented. In the continued best interest of persons in need of public mental healthcare in Circuit 10 it is now agreed that a renewal of the plan will continue the successful established centralized Baker Act/Marchman Act system, known as the Circuit 10 Behavioral Transportation Plan. The Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter- hospital transfers for psychiatric and addiction services.

RECOMMENDED ACTION

Move to approve the proposed Memorandum of Understanding between Polk, Hardee, and Highlands County to establish a Transportation Plan; organizing a centralized system for acute care services in compliance with Florida Statute Section 394.462.

FISCAL IMPACT

No Fiscal Impact

Attachments: C10 Transportation Plan Final.4.29.20.docx
MOU - Highlands Counties.1.29.20.docx

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective as of May 20, 2020 ("Effective Date") by and between POLK COUNTY, a political subdivision of the State of Florida ("Polk County"), HARDEE COUNTY, a political subdivision of the State of Florida ("Hardee County"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida ("Highlands County") (Polk County, Hardee County, and Highlands County may be collectively referred to herein as the "Counties").

WHEREAS, pursuant to Florida Statute Section 394.462, a transportation plan was developed and implemented by each county on July 1, 2017, to organize a centralized system for acute care services;

WHEREAS, counties may establish a shared transportation plan with other, nearby counties pursuant to a memorandum of understanding between their governing boards; and

WHEREAS, the Counties now desire to enter into this Memorandum of Understanding in order to establish a shared transportation plan that meets the requirements of Florida Statute Section 394.462.

Now, therefore, it is mutually agreed between the Counties as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Counties each agree to adopt, implement and abide by the shared transportation plan, attached hereto and incorporated herein by reference as Exhibit "A," as each County's transportation plan required pursuant to Florida Statute.

IN WITNESS WHEREOF, the Counties have each made and executed this Memorandum of Understanding on the dates set forth below.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: William R Handley

Print Name: _____
William Handley, Chariman, Board of County Commissioners

Date: May 20, 2020

ATTEST:

_____

By: Pamela Gamez
Pamela Gamez,
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL

MEMORANDUM OF UNDERSTANDING

HARDEE CLERK TO BOARD
FEB 21 '20 AM 11:56

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective as of February 20, 2020 ("Effective Date") by and between POLK COUNTY, a political subdivision of the State of Florida ("Polk County"), HARDEE COUNTY, a political subdivision of the State of Florida ("Hardee County"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida ("Highlands County") (Polk County, Hardee County, and Highlands County may be collectively referred to herein as the "Counties").

WHEREAS, pursuant to Florida Statute Section 394.462, a transportation plan was developed and implemented by each county on July 1, 2017, to organize a centralized system for acute care services;

WHEREAS, counties may establish a shared transportation plan with other, nearby counties pursuant to a memorandum of understanding between their governing boards; and

WHEREAS, the Counties now desire to enter into this Memorandum of Understanding in order to establish a shared transportation plan that meets the requirements of Florida Statute Section 394.462.

Now, therefore, it is mutually agreed between the Counties as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Counties each agree to adopt, implement and abide by the shared transportation plan, attached hereto and incorporated herein by reference as Exhibit "A," as each County's transportation plan required pursuant to Florida Statute.

IN WITNESS WHEREOF, the Counties have each made and executed this Memorandum of Understanding on the dates set forth below.

HARDEE COUNTY, a political subdivision of the State of Florida

By: Rick Knight
Print Name: Rick Knight
Rick Knight, Chairman
Board of County Commissioners

Date: 2/20/2020

ATTEST:
Hardee County, Clerk of the Circuit Court and Comptroller

By: Victoria L. Rogers
Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
02/21/2020

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective as of July1, 2020 ("Effective Date") by and between POLK COUNTY, a political subdivision of the State of Florida ("Polk County"), HARDEE COUNTY, a political subdivision of the State of Florida ("Hardee County"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida ("Highlands County") (Polk County, Hardee County, and Highlands County may be collectively referred to herein as the "Counties").

WHEREAS, pursuant to Florida Statute Section 394.462, a transportation plan was developed and implemented by each county on July 1, 2017, to organize a centralized system for acute care services;

WHEREAS, counties may establish a shared transportation plan with other, nearby counties pursuant to a memorandum of understanding between their governing boards; and

WHEREAS, the Counties now desire to enter into this Memorandum of Understanding in order to establish a shared transportation plan that meets the requirements of Florida Statute Section 394.462.

Now, therefore, it is mutually agreed between the Counties as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Counties each agree to adopt, implement and abide by the shared transportation plan, attached hereto and incorporated herein by reference as Exhibit "A," as each County's transportation plan required pursuant to Florida Statute.

IN WITNESS WHEREOF, the Counties have each made and executed this Memorandum of Understanding on the dates set forth below.

POLK COUNTY, a political subdivision of the State of Florida

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date: 6/2/2020

ATTEST:
Stacy M. Butterfield, Clerk

By: Alison Holland
Deputy Clerk

Polk County

Board of County Commissioners

Agenda Item R.15. 5/5/2026

SUBJECT

Accept a Quit Claim Deed from Eastgroup Properties, L.P. for additional right-of-way in conjunction an Infrastructure Agreement for North Ridge Trail. (No fiscal impact)

DESCRIPTION

In July of 2025 Eastgroup Properties, LP, LLC (the “Developer”) entered into an Infrastructure Agreement with Polk County regarding the construction of a portion of a planned transportation facility known as North Ridge Trail from Deen Still Road northward to Laurel Estates Phase 2. As part of the Agreement the Developer agreed to convey additional right-of-way to the County associated with the North Ridge Trail improvements. A small triangular shaped parcel containing approximately 600 square feet located at the southeast corner of the development property has been identified to accommodate the roadway improvements. The Developer has executed and delivered a Quit Claim Deed to the County for the additional right-of-way. Accepting the aforementioned Quit Claim Deed will give the county the right-of-way needed for the new roadway improvements.

RECOMMENDATION

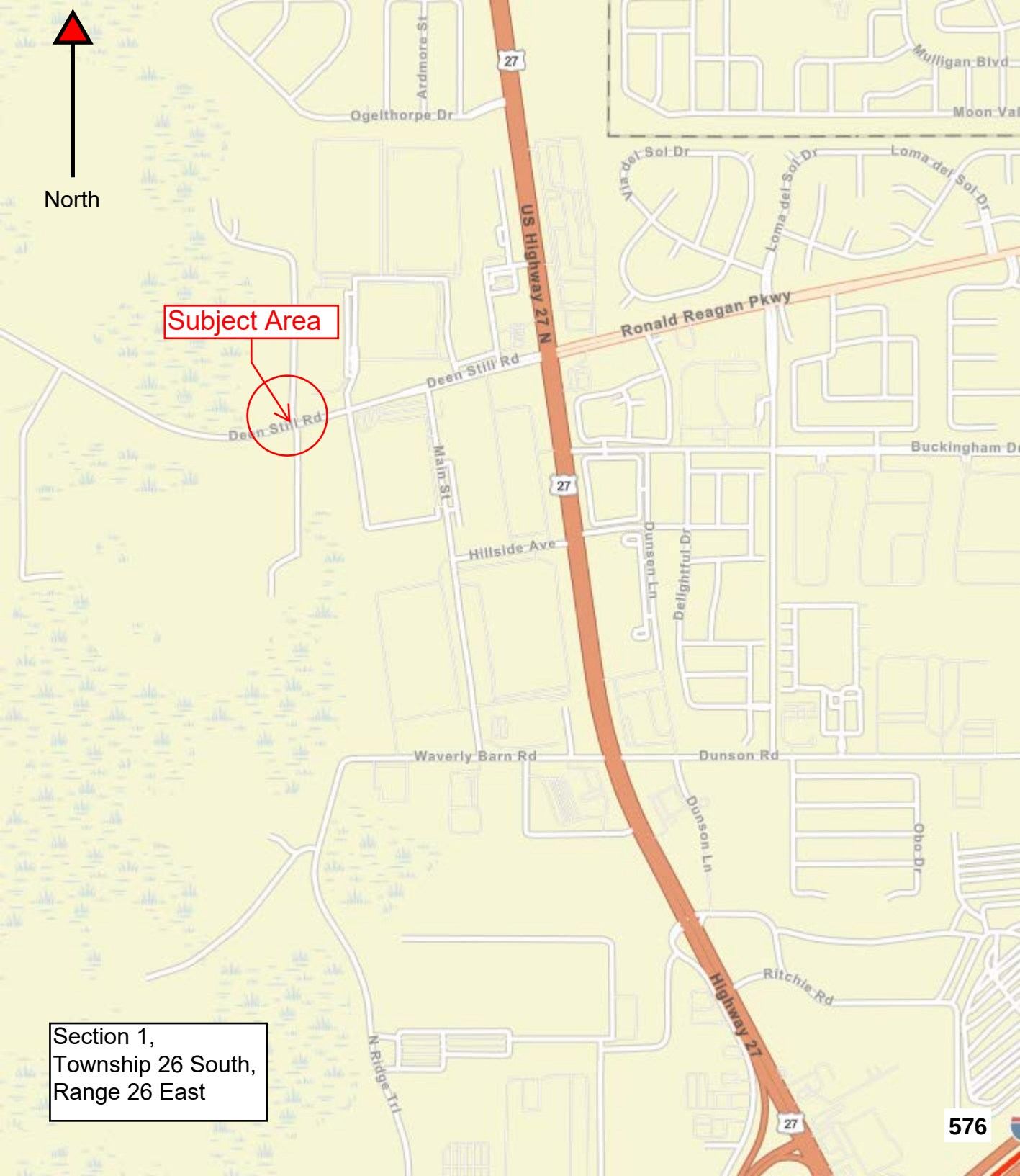
Request Board accept the aforementioned Quit Claim Deed.

FISCAL IMPACT

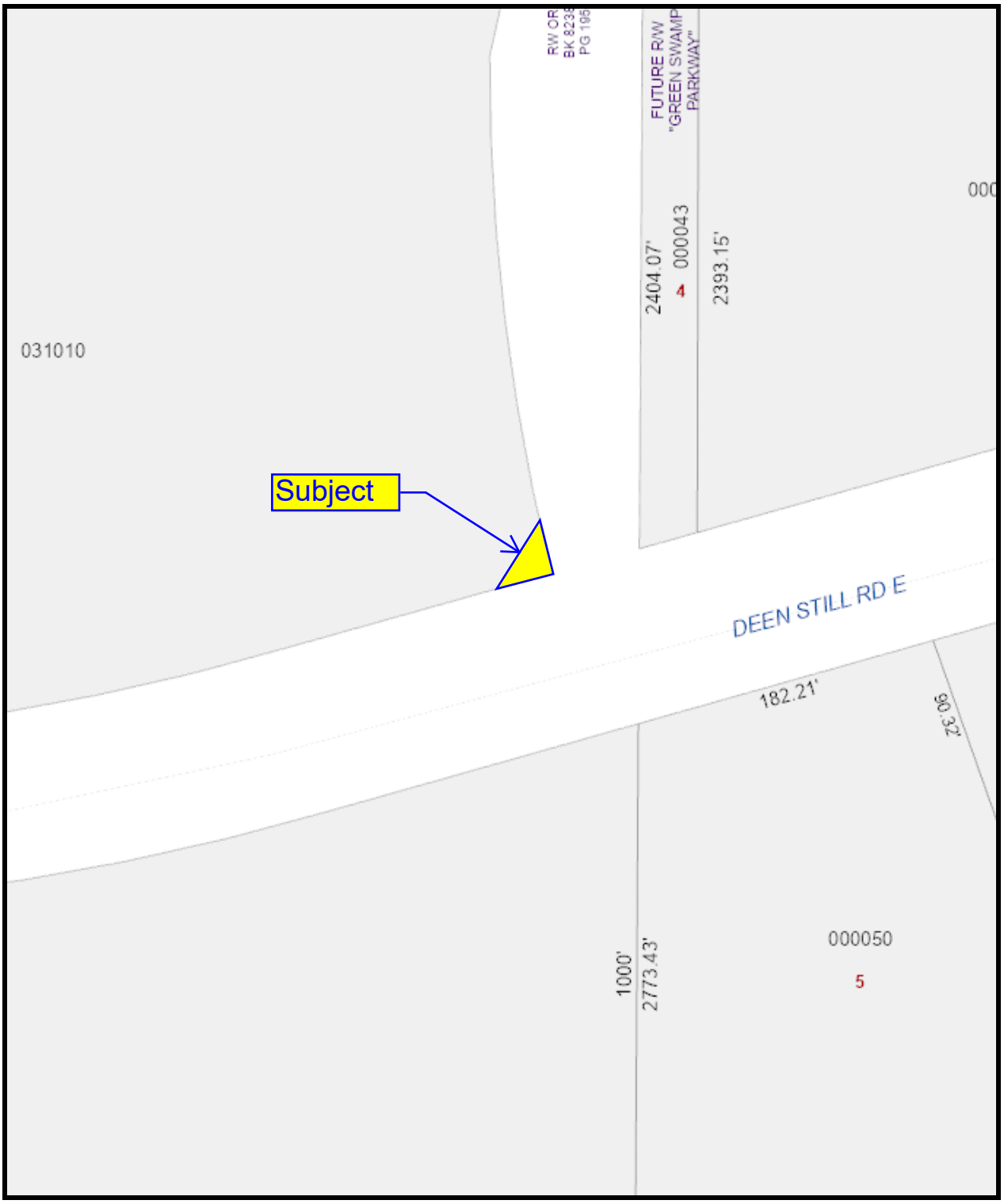
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Area
Section 1,
Township 26 South,
Range 26 East
Ogelthorpe Dr
Ardmore St
US Highway 27 N
Mulligan Blvd
Moon Val
Via del Sol Dr
Loma del Sol Dr
Ronald Reagan Pkwy
Deen Still Rd
Main St
Buckingham Dr
Hillside Ave
Dunsen Ln
Delightful Dr
Waverly Barn Rd
Dunson Rd
Obo Dr
Ritchie Rd
Highway 27
N Ridge Trl
576

SECTION 1, TOWNSHIP 26 SOUTH, RANGE 26 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: Deen Still Rd / North Ridge Trail R/W
LDNON-2025-42 – Infrastructure Agmt

Parent Parcel ID No.: 262601-000000-031010

QUIT CLAIM DEED

THIS INDENTURE, made this 8th day of April, 2026, between **EASTGROUP PROPERTIES, L.P.**, a Delaware limited partnership, whose address is 400 W. Parkway Place, Suite 100, Ridgeland, Mississippi 39157, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Melina Hurst
Witness #1 as to all signatories

Melina Hurst
Print Name

9210 FL Palm Dr. Tampa FL
Address

Kristen Hagen
Witness #2 as to all signatories

Kristen Hagen
Print Name

9210 FL Palm Pt. Tampa, FL
Address

EASTGROUP PROPERTIES, L.P.,
a Delaware limited partnership

By: Eastgroup Properties General Partners, Inc., a Delaware corporation, its General Partner

By: _____
Todd Johnson, Senior Vice-President

By: _____
Ben Rogers, Construction Manager

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of April, 2026, by Todd Johnson, as Senior Vice-President and Ben Rogers, as Construction Manager of Eastgroup Properties General Partners, Inc., a Delaware corporation, as General Partner of Eastgroup Properties, L.P., a Delaware limited partnership, on behalf of the partnership, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Kathleen Roberts
My Commission HH 536942
Expires 6/10/2028

Kathleen Roberts
Notary Public

Kathleen Roberts
Printed Name of Notary

HH 536942 6/10/2028
Commission Number and Expiration Date

Parcel Number: NA
Project Name: North Ridge Trail
Tax Folio Number: 262601000000031010

Road Number: NA
Project Number: 6601E25-2

DESCRIPTION

A parcel of land located in Section 01, Township 26 South, Range 26 East, Polk County, Florida, being more particularly described as follows:

Commence at the northeast corner of the Northwest 1/4 of said Section 01; thence South 00°11'00" West, along the east line of said Northwest 1/4, a distance of 2,414.46 feet to the north right-of-way line for Deen Still Road, as shown on State of Florida Road Department right-of-way map, Section 16730-2601; thence South 74°01 '44" West, along said north right-of-way line, 54.18 feet to the west right-of-way line for the proposed North Ridge Trail Road, as described in Official Records Book 8238, Pages 195-200, Public Records of Polk County, Florida, and the **Point Of Beginning**; thence continue South 74°01 '44" West, along said north right-of-way line, 34.30 feet; thence North 29°40 '44" East, 50.23 feet to a point on said west right-of-way line, said point being a point on a non-tangent curve concaved easterly, having a radius of 1,248.00 feet, a central angle of 01°36'49", a chord bearing of South 13°20'00" East, and a chord distance of 35.15 feet; thence along the arc of said curve and said west right-of-way line, 35.15 feet to the Point of Beginning.

Said parcel containing 599.2 square feet, more or less.

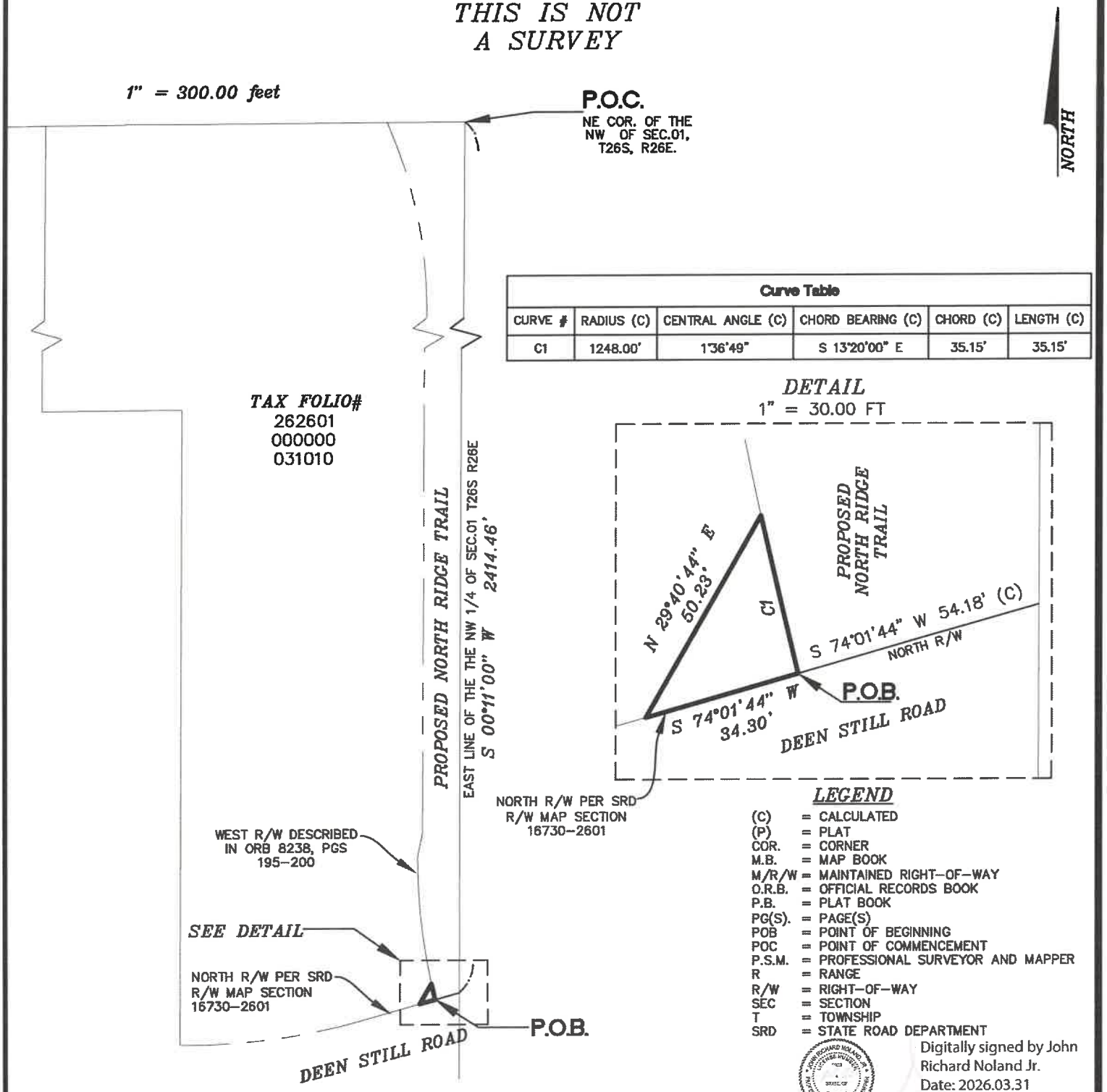
SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

THIS IS NOT A SURVEY

1" = 300.00 feet



Curve Table					
CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	1248.00'	1°36'49"	S 13°20'00" E	35.15'	35.15'

DETAIL

1" = 30.00 FT

LEGEND

(C)	=	CALCULATED
(P)	=	PLAT
COR.	=	CORNER
M.B.	=	MAP BOOK
M/R/W	=	MAINTAINED RIGHT-OF-WAY
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG(S).	=	PAGE(S)
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
R	=	RANGE
R/W	=	RIGHT-OF-WAY
SEC	=	SECTION
T	=	TOWNSHIP
SRD	=	STATE ROAD DEPARTMENT

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

DATE 3/30/26

Digitally signed by John Richard Noland Jr.
Date: 2026.03.31 11:42:49 -04'00'

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH

LOCATED IN SECTION 01, TOWNSHIP 26 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Check Date:
2 of 2	BRM	JRN	3/30/26
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		6601E25-2

POLK COUNTY

Agenda Item R.16. 5/5/2026

SUBJECT

Approve a Partial Release of Easement for a portion of a drainage easement in conjunction with Rolling Oaks Estates Drainage Improvement Project. (No fiscal impact)

DESCRIPTION

In July of 1984 Thomas E. Vann, III, granted to the County a Drainage Easement which was recorded in O.R. Book 2264, at Pages 1626 and 1627, Public Records of Polk County, Florida. The County recently completed a drainage improvement project to alleviate flooding concerns in and around an unrecorded subdivision known as Rolling Oaks Estates. The project included the installation of new drainage pipeline along the western boundary of a property owned by Lee H. Hart and Margie V. Hart, identified as Parcel ID Number 232717-000000-031310 to replace an existing drainage pipeline located to the east thereof on the Owners' property and within the above-mentioned easement. In October of 2024 the Owners entered into an Agreement with the County in which the Owners agreed to grant a new easement for the project and the County agreed to release that portion of the existing easement lying to the east thereof which is no longer needed. The Owners subsequently granted a Drainage Easement to the County which was recorded in O.R. Book 13324 at Pages 896 through 899, Public Records of Polk County, Florida and the drainage project is now completed. Approving the Partial Release of Easement will release the encumbrance of that portion of the existing drainage easement on the Owners' property which is no longer needed.

RECOMMENDATION

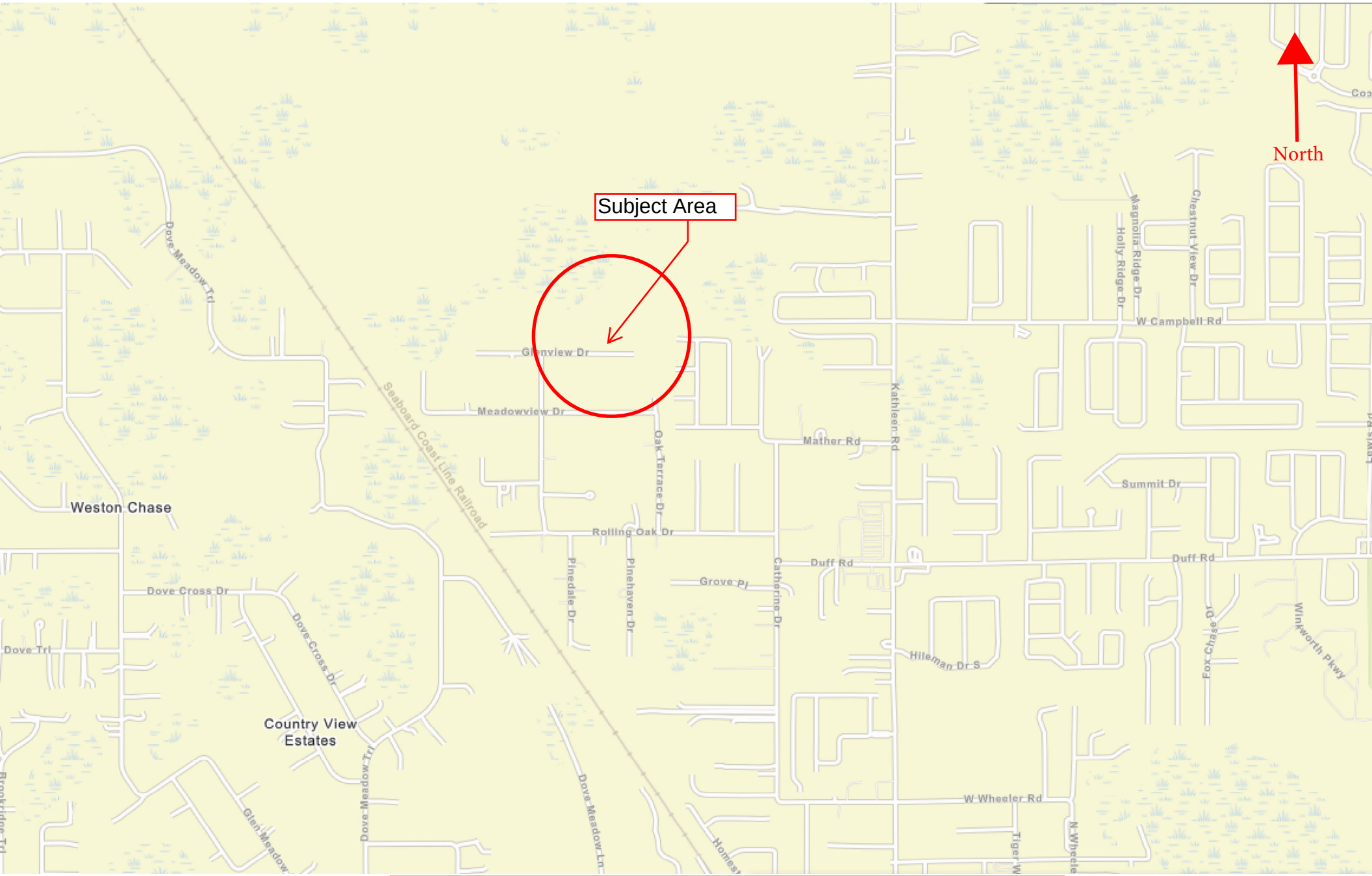
Request Board approve the aforementioned Partial Release of Easement.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

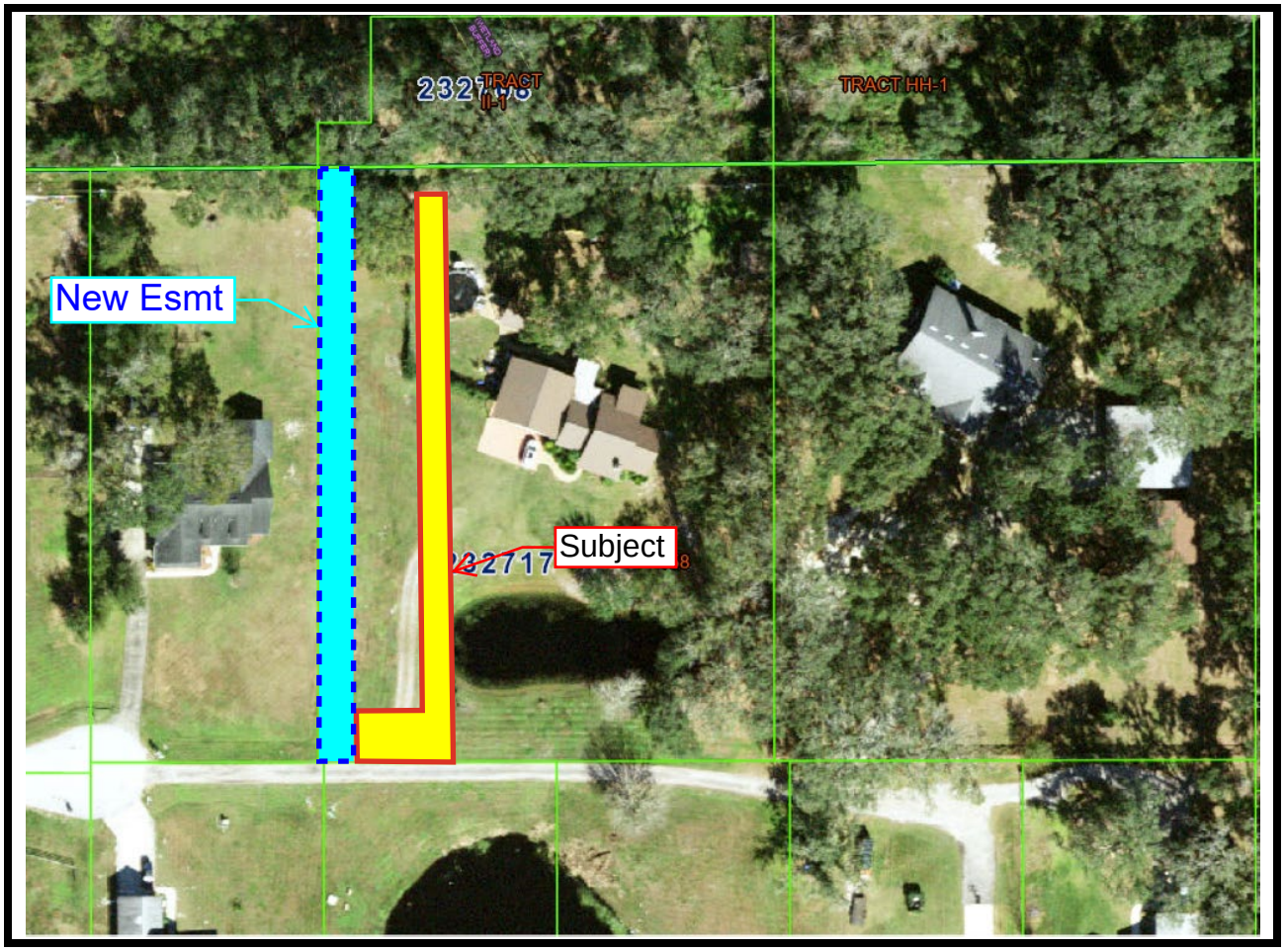
R. Wade Allen, Director
Real Estate Services
863-534-2577



Section 17, Township 27 South, Range 23 East



SECTION 17, TOWNSHIP 27 SOUTH, RANGE 23 EAST



This instrument prepared under the direction of:
R. Wade Allen, Director
Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Heather Fuentes
Parent Parcel No.: 232717-000000-031310

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT, made this 5th day of May, 2026, by POLK COUNTY**,** a political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 988, Bartow, Florida 33831-0988.

WITNESSETH:

WHEREAS, on the 12th day of July, 1984, Thomas E. Vann, III, et al, granted to the County a Drainage Easement which was subsequently recorded in Official Record Book 2264, at Pages 1626 and 1627, Public Records of Polk County ("Easement"), in conjunction with a drainage project; and

WHEREAS, the County recently completed a drainage project to alleviate flooding concerns in and around an unrecorded subdivision known as Rolling Oaks Estates; and

WHEREAS, the drainage improvement project, known as the Rolling Oaks Estates Drainage Improvement Project included, among other things, the installation of a new drainage pipeline along the western boundary of a property identified as Parcel ID Number 232717-000000-031310 owned by Lee H. Hart and Margie V. Hart ("Owners") to replace an existing drainage pipeline located to the east thereof within the Easement on the Owners' property; and

WHEREAS, the Owners and the County entered into an Agreement dated October 18, 2024 in which the Owners agreed to grant a new drainage easement to the County for the Project and the County agreed to release that portion of the Easement lying easterly of the new drainage easement which is no longer needed; and

WHERES, the Owners subsequently granted a Drainage Easement to the County which was recorded in Official Record Book 13324 at Pages 896 through 899, Public Records of Polk County, Florida and the Project has been completed.

NOW, THEREFORE, the County hereby releases and abandons the lands as more particularly described in Exhibit "A", attached hereto and made a part hereof, from the Easement. Provided always, nevertheless, that nothing herein contained shall in anyway impair, alter or diminish the effect or encumbrance of the Easement on the remaining part of the premises contained in the Easement, which is not hereby released therefrom, or any of the rights and remedies of the holder thereof. The intention being to release only the lands described in Exhibit "A" from the Easement.

[signatures and acknowledgements follow on next page]

IN WITNESS WHEREOF, the County has executed this Partial Release of Easement as of the date first set forth above.

WITNESSES:

COUNTY:

POLK COUNTY, a political subdivision of the State of Florida

_____
Print Name:_____
Address:_____

By: _____
Martha Santiago, Ed.D., Chair
Board of County Commissioners

_____
Print Name:_____
Address:_____

STATE OF FLORIDA)
) ss:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of May, 2026, by Martha Santiago, Ed.D., as Chair of the Board of County Commissioner of Polk County, a political subdivision of the State of Florida, on behalf of said entity. She is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____

[NOTARY SEAL]

Project Name: ROLLING OAKS
Project Number: 7317E26-1
Tax Folio Number: 23-27-17-000000-031310
Partial Release OR 2264 PG 1626

DESCRIPTION

A parcel of land being a portion of a drainage easement described in Official Records Book 2264, page 1626, Public Records of Polk County, Florida, lying in the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 17, Township 27 South, Range 23 East, being described as follows:

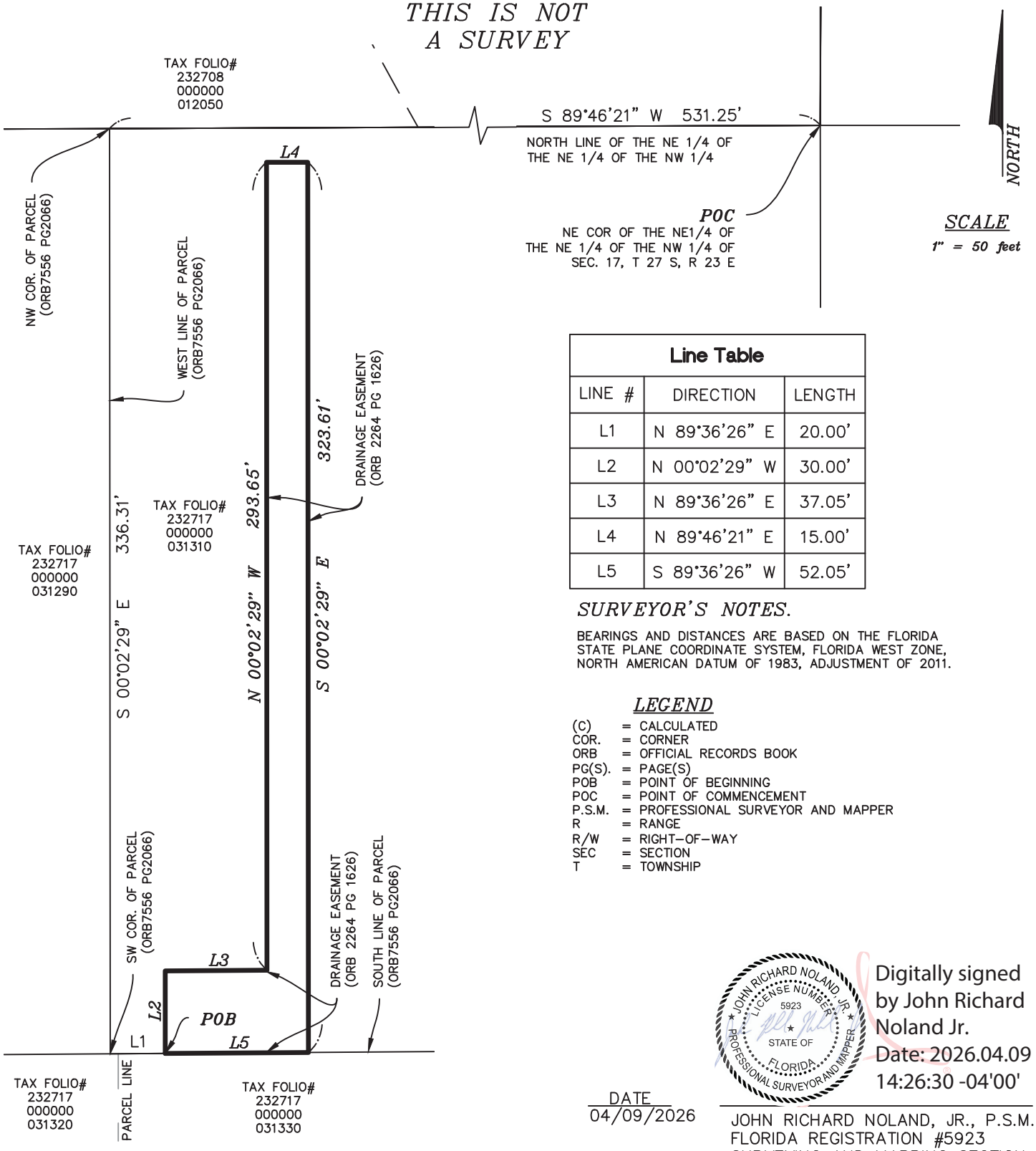
Commence at the Northeast corner of said Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4; thence South 89°46’21” West, along the North line of said Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4, a distance of 531.25 feet to the Northwest corner of a parcel as described in Official Records Book 7556, Page 2066, Public Records of Polk County, Florida; thence South 00°02’29” East, along the West line of said parcel, 336.31 feet to the Southwest corner of said parcel; thence North 89°36’26” East, along the South line of said parcel, 20.00 feet to the **Point of Beginning**; thence North 00°02’29” West, 30.00 feet to the North line of said drainage easement; thence North 89°36’26” East, along said North line, 37.05 feet to the West line of said drainage easement; thence North 00°02’29” West, along said West line, 293.65 feet to the North line of said drainage easement; thence North 89°46’21” East, along said North line, 15.00 feet to the East line of said drainage easement; thence South 00°02’29” East, along said East line 323.61 feet to said South line of the parcel; thence South 89°36’26” West, along said South line of the parcel, 52.05 feet to the **Point of Beginning**.

Containing 5966 square feet, more or less

SHEET 1 OF 2 FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

THIS IS NOT A SURVEY



Line Table		
LINE #	DIRECTION	LENGTH
L1	N 89°36'26" E	20.00'
L2	N 00°02'29" W	30.00'
L3	N 89°36'26" E	37.05'
L4	N 89°46'21" E	15.00'
L5	S 89°36'26" W	52.05'

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

LEGEND

(C) = CALCULATED
COR. = CORNER
ORB = OFFICIAL RECORDS BOOK
PG(S). = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP

JOHN RICHARD NOLAND, JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2026.04.09 14:26:30 -04'00'

DATE
04/09/2026

JOHN RICHARD NOLAND, JR., P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING AND MAPPING SECTION

SEE SHEET 1 OF 2 FOR DESCRIPTION.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH

LOCATED IN SECTION 17, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Check Date:
2 of 2	JRN	JRN	04/09/26
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		7317E26-1

POLK COUNTY

Agenda Item R.17. 5/5/2026

SUBJECT

Approve Agreement for Transfer of Public Road between the City of Winter Haven and Polk County for all of Boys Club Road and authorize a County Deed for the right-of-way associated therewith. (No fiscal impact)

DESCRIPTION

Boys Club Road is a County-maintained roadway running from Lake Cannon Drive West approximately 2,000 feet northeasterly to Havendale Boulevard (SR 544). The road is classified as a local residential roadway and lies within and/or adjacent to the municipal limits of the City of Winter Haven ("City"). All of Boys Club Road is proposed to be transferred to the City in conjunction with proposed development adjacent to the roadway.

Florida Statutes allow for the transfer of public roads between jurisdictions by mutual agreement of the affected governments and a conveyance of the associated right-of-way by deed. The City has reviewed and approved, at its meeting held April 27, 2026, the Agreement for Transfer of Public Roads and has agreed to accept the County Deed for the associated right-of-way. Approving said Agreement and authorizing the County Deed to the City for the associated right-of-way will transfer ownership of the subject road and will remove the roadway from the County's Road inventory thereby allowing the County to cease maintenance and future liability responsibilities associated with it.

RECOMMENDATION

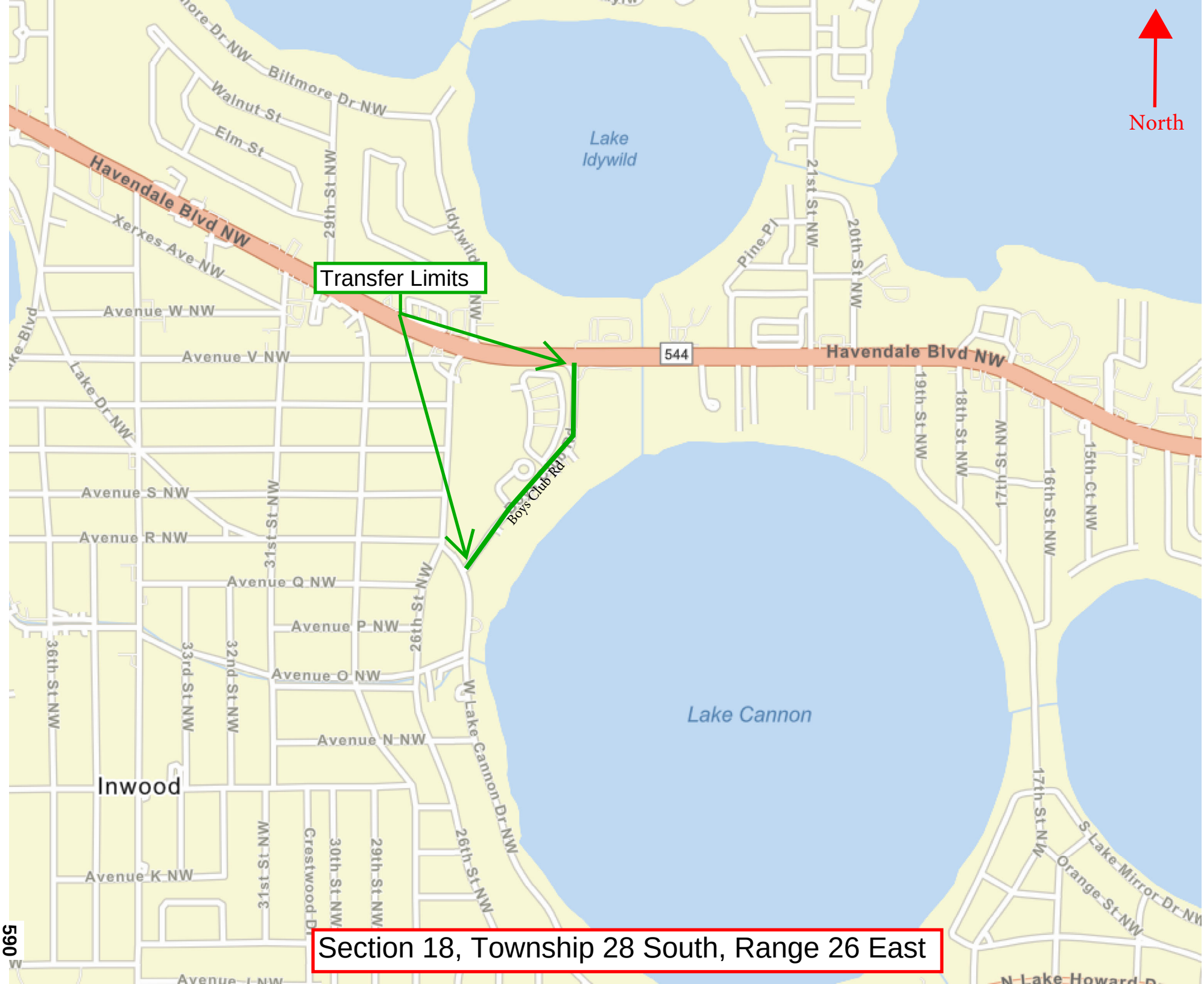
Request Board approve the aforementioned Agreement for Transfer of Public Roads and authorize the County Deed to the City for the right-of-way associated therewith.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Transfer Limits
Havendale Blvd NW
544
Havendale Blvd NW
Lake Idywild
Lake Cannon
Inwood
Boys Club Rd
Biltmore Dr NW
Walnut St
Elm St
29th St NW
Idylwild
Xerxes Ave NW
Avenue W NW
Avenue V NW
Lake Dr NW
Avenue S NW
Avenue R NW
31st St NW
Avenue Q NW
Avenue P NW
26th St NW
Avenue O NW
W Lake Cannon Dr NW
Avenue N NW
Avenue K NW
Crestwood Dr
30th St NW
29th St NW
21st St NW
20th St NW
Pine Pl
19th St NW
18th St NW
17th St NW
16th St NW
15th Ct NW
36th St NW
33rd St NW
32nd St NW
Orange St NW
S Lake Mirror Dr NW
590
Section 18, Township 28 South, Range 26 East

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF WINTER HAVEN, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF BOYS CLUB ROAD FROM LAKE CANNON DRIVE WEST NORTHEASTERLY TO HAVENDALE BOULEVARD NW, IN WINTER HAVEN, FLORIDA.

This is an Agreement by and between the City of Winter Haven, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Boys Club Road is a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of all of Boys Club Road from Lake Cannon Drive West northeasterly to Havendale Boulevard NW, in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as

All of Boys Club Road from Lake Cannon Drive West northeasterly to Havendale Boulevard NW.

Including, but not limited to those parts of the rights-of-ways for Boys Club Road that lies within the above-described corridor, as dedicated, depicted, or described in the following documents: Any right-of-way dedicated by Plat Book 9, Page 7, and Plat Book 98, Page 28 and any deeded rights-of-way recorded in Official Records Book 1071, Page 213 and any other deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Section 18, Township 28 South, Range 26 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Winter Haven Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under application Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Winter Haven has made and executed this Agreement on the date shown below, through its City Commission, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 27th day of April, 2026.

ATTEST:

By: Vanessa Castillo
Vanessa Castillo, MMC City Clerk

CITY OF WINTER HAVEN

By: William B. Yates
William Brian Yates, Mayor

This 27th day of April, 2026

Reviewed as to form and legality

4-27-26
Frederick J. Murphy, Jr. Date
City Attorney

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By:_____
Deputy Clerk

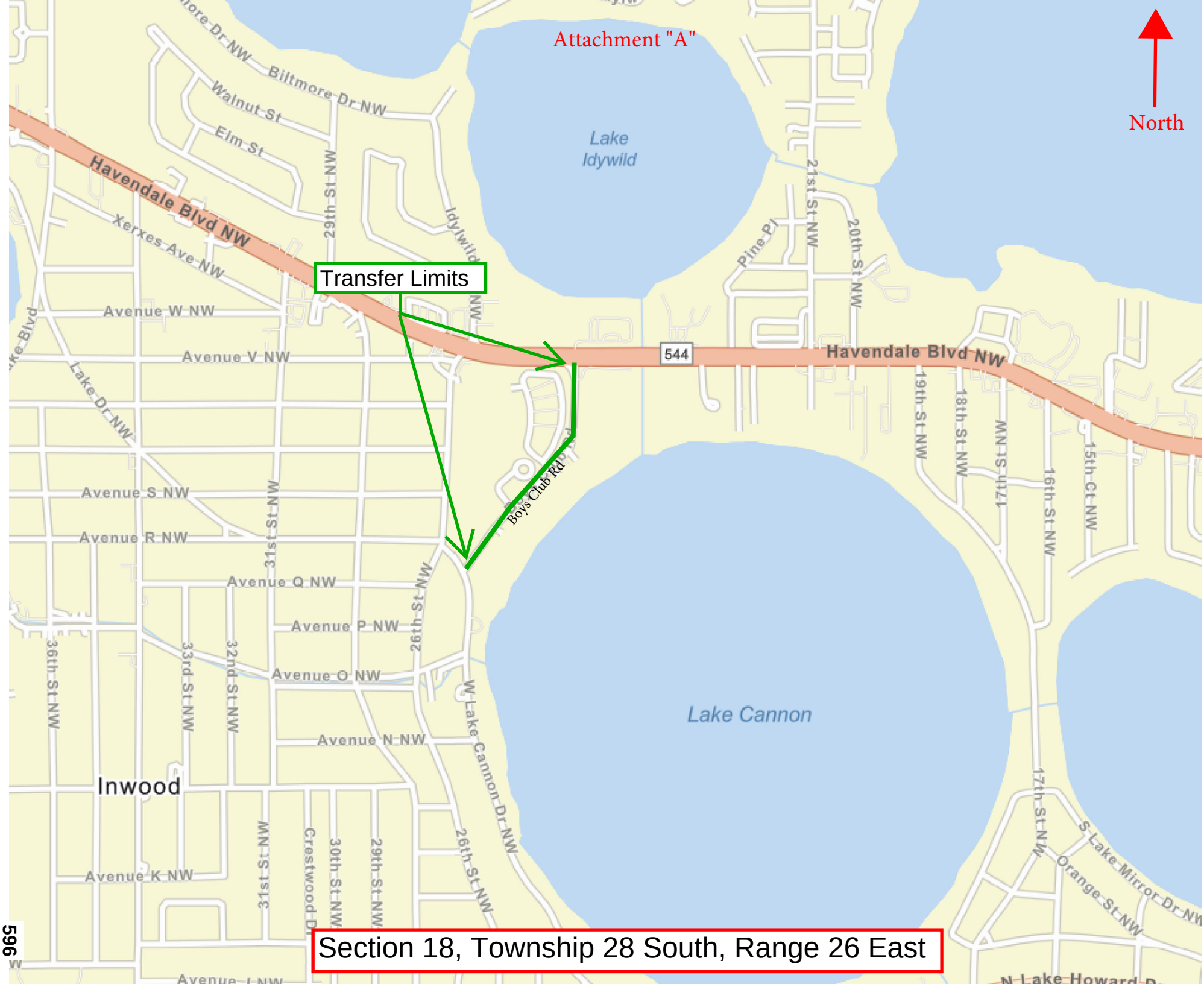
_____
Martha Santiago, Ed.D., Chair

This _____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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Attachment "A"
North
Transfer Limits
Havendale Blvd NW
544
Havendale Blvd NW
Lake Idywild
Lake Cannon
Inwood
Boys Club Rd
Xerxes Ave NW
Avenue W NW
Avenue V NW
Avenue S NW
Avenue R NW
Avenue Q NW
Avenue P NW
Avenue O NW
Avenue N NW
Avenue K NW
Lake Dr NW
Biltmore Dr NW
Walnut St
Elm St
29th St NW
Idylwild
21st St NW
20th St NW
Pine Pl
19th St NW
18th St NW
17th St NW
16th St NW
15th Ct NW
31st St NW
26th St NW
36th St NW
33rd St NW
32nd St NW
W Lake Cannon Dr NW
30th St NW
Crestwood
S Lake Mirror Dr NW
Orange St NW
Section 18, Township 28 South, Range 26 East

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: All of Boys Club Road

COUNTY DEED

THIS DEED, made this 5th day of May, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF WINTER HAVEN,** a Florida Municipal Corporation, whose address is, P.O. Box 2277, Winter Haven, FL 33883-2277, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Boys Club Road from Lake Cannon Drive West northeasterly to Havendale Boulevard NW.

Including, but not limited to those parts of the rights-of-ways for Boys Club Road that lies within the above-described corridor, as dedicated, depicted, or described in the following documents: Any right-of-way dedicated by Plat Book 9, Page 7, and Plat Book 98, Page 28 and any deeded rights-of-way recorded in Official Records Book 1071, Page 213 and any other deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Section 18, Township 28 South, Range 26 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for that portion of the public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago, Ed.D., Chair
Board of County Commissioners

(Seal)

Agenda Item R.18. 5/5/2026

SUBJECT

Approve Consultant Services Authorization (CSA) No. 2025-055-02 with WSB (Consultant) to provide Construction, Engineering, and Inspection (CEI) services for the North Rifle Range Road Drainage Improvement Project. ($377,619.66 one-time expense)

DESCRIPTION

The North Rifle Range Drainage Improvement Project is included in the current year CIP for the Housing and Neighborhood Division. The Roads & Drainage Division is managing the Project for the Division through a Memorandum of Understanding. Design and Construction of the Project has been funded through a Community Development Block Grant.

This CSA is needed to allow for the Consultant to provide CEI services on the project. The construction duration is anticipated to be 7 months. The Consultant will be providing a part-time Senior Project Engineer, Project Administrator, full-time field inspection staff at appropriate levels to cover the contractor's work effort, and a testing laboratory to be able to verify that the construction materials being used on the project meet the contract specifications.

RECOMMENDATION

Request Board approve CSA No. 2025-055-02 with WSB for the Rifle Range Road Drainage Improvement Project.

FISCAL IMPACT

Funds are budgeted in the Transportation Millage Fund with in the Roads and Drainage 5 Year CIP.

CONTACT INFORMATION

Conner Updike, PE
Project Manager
Roads & Drainage Division
(863) 535-2323

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Noah Milov ✓
Heather Bryan

FROM: Conner Updike, P.E. 863-535-3232 (Name and Phone Number) DATE: 3/19/26

RETURN TO: Conner Updike DIVISION: Roads & Drainage (TR02)

BOARD AGENDA DATE: 5/7/26 COUNTY MANAGER ITEM: ☐

PROJECT: N. Rifle Range Road Drainage Project - CEI Services

CSA/CONTRACT NUMBER: ~~22-55-02~~ 25-55-02

MODIFICATION NUMBER: CHANGE ORDER NUMBER:

TYPE OF AGREEMENT: CSA Agreement

NAME OF CONSULTANT/CONTRACTOR: WSB

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: Review CSA and Execute Forms

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

For CAO Use Only: County Attorney

Assigned Staff: Noah ~~Heather~~ Heather

CAO Project Number: ~~2021-233~~ 2021-233

Log-In Date: APR 02 2026

Log-Out Date: 4/6/2026

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000 (procedure)
CSA: If Construction is under $4,000,000;
OR for study activity if consultant fee is under $500,000- FS 287.055(CCNA))

CPO/CSA #: 2025-055-02 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 03/12/26 Division: Roads & Drainage Division

Project Manager's Name: Conner Updike, P.E. Phone #: 863-535-2323

Project Name: North Rifle Range Road Drainage Improvements – CEI Services

Total Project Budget: $5,000,000.00 Project #5400002

Estimate of Construction Cost: $ 2,278,661.92

Proposed Consultant: WSB Fee: $ 377,619.66

Master Consultant Agreement # 25-55

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: _____ Date 3/20/26
Division Director/Designee

Procurement Division

Date Received: 3/23/26 Date Reviewed by Analyst: 3/20/26

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Revised: 8/25/20(MS)

Consultant Services Authorization

Firm Name:	WSB
Master Agreement No.:	25-55
CSA No.:	25-55-02
Project Name:	North Rifle Range Road Drainage Improvements
Project Description:	Provide Construction, Engineering, and Inspection Services for the duration of construction for the North Rifle Range Road Drainage Project
Project Exhibits and Attachments	Exhibit "A"- Scope of Services for this CSA Exhibit "B"- Current Fee Schedule (Master Agreement) Exhibit "C"- Reimbursable Cost Schedule Exhibit "D"- Professional Liability (Project Specific)
Duration (in days)	Thru Completion of Construction
Compensation (Lump sum or Not to exceed to be identified in Exhibit "A")	**$377,619.66**
Liquidated Damages (if applicable)	$NA_/Per Day
Budget Source/Availability	14971.540152101.5666000.5400002

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this_____ day of _____, 20__.

Attest:

STACY M. BUTTERFIELD

By: _____

Deputy Clerk

Date Approved by County: _____

POLK COUNTY, a political subdivision of the State of Florida

By: _____

_____, Chairman

Board of County Commissioners

Review as to form and legal sufficiency

4/3/26

County Attorney's Office Date

Attest:

3/26/26

Corporate Secretary Date

WSB LLC

CONSULTANT COMPANY NAME

Authorized Corporate Officer

VP 3/26/26

[Printed Name and Title] Date

SEAL

7.27.20(MS)

SCOPE OF SERVICES
Exhibit "A"

Construction Engineering and Inspection (CEI) Services for CR 655, Rifle Range Road.
Drainage Improvement Project

Client: Polk County Board of County Commissioners a political subdivision of the State of Florida
Consultant: WSB LLC

1.0 PURPOSE

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing from mobilization through final acceptance and demobilization of the project.

2.0 SCOPE

Serve as Polk County's representative on the project and faithfully represent Polk County's interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

3.0 AUTHORITY AND STANDARDS

Perform services in accordance with Polk County standards and applicable FDOT manuals and procedures, interpreting "the Department" references in FDOT standard materials as "Polk County" for this project.

4.0 LENGTH OF SERVICE

The services for each Construction Contract shall begin upon written notification to proceed by Polk County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by Polk County has been issued, the Consultant shall be ready to mobilize personnel within 14 calendar days of notification. For the duration of the project, coordinate closely with Polk County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities

The Consultant will be allowed an accumulation of 30 calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed and 30 calendar days to demobilize after Final Acceptance of the Construction Contract.

Remain engaged through final acceptance, certification of final estimates, submission of as-built records, and closeout.

5.0 ITEMS FURNISHED BY POLK COUNTY

Polk County, on an as-needed basis, will furnish the following Construction Contract documents for the project. These documents may be provided in either paper or electronic format:

1. Construction Plans and Specifications Package
2. Computer-Aided Drafting and Design (CADD) Files
3. Executed Construction Contract
4. Utility Agency Coordination Documents

6.0 ITEMS FURNISHED BY CONSULTANT

6.1 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer (or tablet) using a mobile broadband connection at the jobsite.

Ownership and possession of computer equipment and related software provided by the Consultant shall remain with the Consultant at all times. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and operational at all times.

6.2 Vehicles:

Equip vehicles with appropriate safety equipment and to effectively carry out the requirements of this Agreement. Vehicles shall have the Consultant's name and phone number visibly displayed on both sides of the vehicle.

6.3 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats and safety vests shall have the Consultant's name visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with license requirements.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Maintain field office equipment at all times.

6.4 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by Polk County, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 RESPONIBILITIES OF THE CONSULTANT

7.1 General:

Administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, general conditions, and special conditions for the Construction Contract.

Observe the contractor's work to determine the progress and quality of the work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

Negotiate Allowance Authorized Release (AAR's) with the Contractor for changes and/or additions to the project scope up to the AAR funding amount. For changes in quantities and/or additions to the project scope greater than the AAR Funding Amount, a Change order shall be prepared as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the County Project Manager, as necessary, and direct all issues which exceed the Consultant's authority to the County Project Manager for action or direction.

Advise the County Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor, and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

7.2 Independent Engineering Judgement:

Exercise independent engineering judgment in pursuit of the project. Personnel are expected to gather information from project inspection personnel and make informed, technically sound decisions to promote timely, successful completion of the project without sacrificing quality. For technical issues which require coordination with Polk County, all levels of CEI Project Engineer shall be expected to present options for consideration along with a preferred option. Engineering experience and expertise are considerations for the selection of Consultant staff. It is Polk County's expectation that this experience and expertise will be employed by Consultant staff to make sound engineering judgments and recommendations throughout the project.

7.3 On-Site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials in accordance with the Contract Documents for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect Contractor's Temporary Traffic Control Plan and review modifications to the Temporary Traffic Control Plan, including Alternate Traffic

Control Plan, in accordance with Polk County's procedures. Consultant employees performing such services shall be qualified by either ATSSA or IMSA.

7.4 Sampling and Testing:

Perform Quality Assurance sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Perform sampling and testing in order to verify contractor compliance. The minimum sampling frequencies shall be as defined by the construction contract documents or as directed by the County. Perform laboratory materials testing of construction materials. Prior to starting the project, prepare a list of all anticipated testing to be performed, including frequencies, for approval by the County. A complete record of all materials incorporated into the project will be provided to the County upon project completion.

Provide verification of the Contractor's activities on the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for the purpose of verifying the Contractor's compliance with the Contract Documents.

Provide verification samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Provide sampling, testing, and laboratory methods as required by the construction contract documents or as modified by the County. Polk County will monitor the effectiveness of the Consultant's procedures through observation and may obtain and test independent assurance samples at their discretion.

Documentation reports on the sampling and testing performed will be maintained in the project files and submitted upon request to the County.

7.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of oversight of Contractor activities, interpreting the Plans, General Conditions, Special Conditions, and Specifications for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. Perform the following services:

Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors." The inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by Department.

Analyze problems that arise on the project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.

Monitor utility construction for conformance to the construction contract documents. Facilitate coordination and communication between all utility agency representatives and the Contractor in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.

Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations, and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

Monitor the Contractor's and subcontractor's compliance with the construction contract documents in regard to payment of predetermined wage rates in accordance with County procedures.

Review, track, and process all Contractor submittals, such as CPM Schedules,

Requests for Information (RFI's), shop drawings, material submittals, claims, and pay requests.

Conduct weekly project meetings to discuss the project status and upcoming work. Prepare meeting minutes and distribute to all parties.

Conduct coordination (pre-activity) meetings prior to all major project activities and traffic control shifts.

Prepare and submit to the County Project Manager monthly, a Construction Status Report (CSR), in an acceptable format.

Make a video of the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on areas of real/potential public controversy. Provide the County with a copy of the DVD and photo log.

Utilize digital cameras for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. File and maintain photos on a computer. Begin taking photos the day prior to the start of construction and continue regularly throughout the project. Log all photos and provide a copy to the County upon project completion. Photographs shall be taken the days of Substantial Completion and Final Acceptance.

8.0 UTILITY COODINATION

Monitor utility coordination in reasonable conformance to the plans and specifications. Designate a representative as the Utility Coordinator. The Utility Coordinator shall be responsible for, but not limited to, the following:

1. Making sure Utility Coordination is conducted in accordance to the County standards, policies, procedures, and design criteria.
2. Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
3. Identifying and coordinating the completion of any County or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the construction project.
4. Assisting the Engineer of Record and the Contractor with resolving utility conflicts.
5. Reviewing all Utility Work Schedules.
6. Handling reimbursable issues, inclusive of betterment and salvage determination.

9.0 STAFFING AND KEY PERSONNEL

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until Polk County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed up to ten (10) calendar days to demobilize, relocate, or terminate such forces.

10.0 QUALITY ASSURANCE/QUALITY CONTROL

10.1 Quality Assurance Plan:

Within 30 days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement.

10.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the

requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

10.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the

corrective actions taken. All records shall be available to Polk County, upon request, during the Agreement term.

11.0 AGREEMENT MANAGEMENT

With each monthly invoice submittal, the Consultant Project Manager will provide a reviewed and approved Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the consultant funds expiration date.

When the Consultant identifies a condition that will require a Modification to the Agreement, the Consultant Project Manager will communicate the need to the County Project Manager for approval in concept. Once received, the Consultant shall prepare and submit the modification and all accompanying documentation to the County Project Manager for further processing. The content and format of the modification and accompanying documentation shall be in accordance with instructions and format to be provided by the County.

12.0 SUBCONSULTANT SERVICES:

Upon written approval by the County Project Manager, and prior to performance of the work, the Consultant may subcontract for engineering surveys, materials testing, monthly aerial photographs, or specialized professional services.

13.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the County and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to the Agreement.

EXHBIT "B"

CEI ESTIMATE OF WORK EFFORT			2026									Total Man Months	Total Man Hours
			APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
Name	Company	Position	Pre	Construction							Post		
Chris Hiehle, P.E.	WSB	Senior Project Engineer	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	**0.90**	**148.50**
Trent Ligouri P.E.	WSB	PA	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	**3.60**	**594.00**
Shannon Bush	WSB	CSS	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	**1.80**	**297.00**
Luis Garcia	WSB	Senior Inspector	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	**8.00**	**1320.00**
Steven Sherrouse	WSB	Inspector				1.00	1.00	1.00				**3.00**	**495.00**
Man Month Subtotal			**1.20**	**1.70**	**1.70**	**2.70**	**2.70**	**2.70**	**1.70**	**1.70**	**1.20**	**17.30**	**2854.50**

EXHBIT "B"

TASK FEE SUMMARY FOR ENGINEERING DIVISION
POLK COUNTY, FLORIDA

PART I - GENERAL

1. Project	**2. Proposal No.**
RFP 25-308 - Construction Engineering & Inspection Services for North Rifle Range Drainage Project	**RFP NO. 25-308**
3. Name of Consultant	**4. Date of Proposal**
WSB LLC	02/03/26

PART II - CONSULTANT MULTIPLIERS

6. General Overhead	146.95%
7. FCCM	0.655%
8. Direct Expenses	2.46%
9. Operating Margin	47%
TOTAL CONSULTANT MULTIPLIER	2.97

PART II - LABOR RELATED COSTS

10. Direct Labor	Hourly Rate	Estimated Hours	Loaded Rate	TOTAL
Senior Project Engineer	$ 86.00	148.5	$ 255.48	$ 37,938.78
PA	$ 49.00	594.0	$ 145.56	$ 86,462.64
CSS	$ 47.00	297.0	$ 139.62	$ 41,467.14
Senior Inspector	$ 42.00	1320.0	$ 124.77	$ 164,696.40
Inspector	$ 32.00	495.0	$ 95.06	$ 47,054.70
			TOTAL DIRECT LABOR	$ 377,619.66

PART III - OTHER COSTS

11. Miscellaneous Direct Costs	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$ -
12. SUBCONTRACTS	
SUB-CONTRACT SUB-TOTAL	$ -
13. REIMBURSABLE COSTS	
SUB-TOTAL REIMBURSABLES	$ -

PART IV - SUMMARY

14. CURRENT CONTRACT AMOUNT (Items 10, 11, 12, AND 13)	**$ 377,619.66**

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Subcontractor Services	Actual Costs
2.	Travel & Mileage Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).
3.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2026

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

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

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** CAST@marshmma.com
INSURED WSBASSOCIA WSB LLC 701 Xenia Ave So., Suite 300 Minneapolis, MN 55416	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** NATIONAL UNION FIRE INSURANCE — 19445 **INSURER B :** ZURICH AMERICAN INSURANCE COMP — 16535 **INSURER C :** Twin City Fire Insurance Compa — 29459 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1402554577 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5425678	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 100,000 $ 25,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4693553	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 25,000			41HV6BP2SZ9	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC066656880 WC066656900	3/1/2026 3/1/2026	3/1/2027 3/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Inland Marine			CPP696163602	3/1/2026	3/1/2027	Each Occurrence	1,000,000

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

Re: Project #CSA 25-55-02, N. Rifle Range Road Drainage Project
Polk County, a political subdivision of the State of Florida,are included as Additional Insureds as required by written contract or agreement limited to the General Liability and Automobile Liability. Waiver of subrogation is in favor of the Additional Insureds for General Liability & Workers Compensation, for work performed by the named insureds, if required by written contract or agreement. Subject to all policy terms, conditions, endorsements and exclusions, the Umbrella/Excess Liability follows the underlying liability coverage for coverages specified on the Umbrella policy schedule of underlying insurance.

CERTIFICATE HOLDER

Polk County
3000 Sheffield Road
Winter Haven, FL 33880

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2026

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

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

PRODUCER	CONTACT NAME: Jeanne Danmeier	
H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
WSB LLC 701 Xenia Avenue South Ste. 300 Minneapolis MN 55416	INSURER A : XL Specialty Insurance Co.	37885
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 WSB LLC 1 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5048636	10/01/2025	10/01/2026	Each Claim/ Each Policy Year Aggregate	$5,000,000 $10,000,000

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

PROJECT NAME: N. Rifle Range Road Drainage Project
PROJECT #: CSA 25-55-02

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

Polk County
3000 Sheffield Road
Winter Haven FL 33880

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Theresa M. Andersons

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Agenda Item R.19. 5/5/2026

SUBJECT

Approve Consultant Services Authorization (CSA) No. 2022-093-05 with NV5, Inc. (Consultant) to provide design services for the Old Haines City Lake Alfred Road Box Culvert Project. ($248,703.67 one-time expense)

DESCRIPTION

The Old Haines City Lake Alfred Road Box Culvert Project is included in the current year CIP for the Roads & Drainage Division.

This CSA is needed to allow the Consultant to provide design services on the project. The design is anticipated to be 9 months. The Consultant will provide services for the design of a new box culvert to replace a failing one on Old Haines City Lake Alfred Road. The design shall cover roadway, drainage, hydraulics, and any associated permits, utility coordination, and post-design services.

RECOMMENDATION

Request Board approve CSA No. 2022-093-05 with NV5, Inc. for the Old Haines City Lake Alfred Road Box Culvert Project.

FISCAL IMPACT

Funds are budgeted in the Transportation Millage Fund within the Roads and Drainage 5 year CIP.

CONTACT INFORMATION

Rob Collins, EI
Project Manager
Roads & Drainage Division
(863) 535-2326

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000
CSA: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

CPO/CSA #: 22-093-05 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 2/18/2026 Division: Roads and Drainage

Project Manager's Name: Rob Collins Phone #: 863-535-2326

Project Name: Old Haines City Lake Alfred Road Box Culvert Replacement

Total Project Budget: $30,400,000.00 Project # 5400002

Estimate of Construction Cost: **$800,000.00**

Proposed Consultant: NV5, Inc. Fee: $ 248,703.67

Master Consultant Agreement # 22-093

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: _____ Date 3/5/26
Division Director/Designee

Procurement Division

Date Received: 3/9/26 Date Reviewed by Analyst: 3/9/26 -corrected version

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 3/9/2026 Date Reviewed: 3/10/2026

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: _____ Date Reviewed: 3/12/26

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Revised: 6/28/24(KB)

Selection Procedure for Consultants with Continuing Contracts
CCNA Continuing Contracts Justification Form

Please submit this form along with any Original CSA/CPO Consultant Approval Form

Division: Roads & Drainage
Project Manager: Preston Warwick, E.I.

Step 1:

Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AECOM	Y	Y	Y	Y	Y
AIM Engineering & Survey	Y	Y	Y	Y	Y
Burgess and Niple	Y	Y	Y	N	Y
CONSOR Engineers	Y	Y	Y	Y	Y
Dewberry Engineers	Y	Y	Y	Y	Y
DRMP	Y	Y	Y	Y	Y
HDR Engineering	Y	Y	Y	N	Y
HNTB	Y	Y	Y	Y	Y
Jacobs Engineering Group	Y	Y	Y	N	Y
Kimley-Horn and Associates	Y	Y	Y	N	Y
Kissinger Campo & Associates	Y	Y	Y	N	Y
Mott MacDonald Florida	Y	Y	Y	N	Y
NV5	Y	Y	Y	N	Y
Patel, Greene, and Associates	Y	Y	Y	Y	Y
Rummel, Klepper & Kahl	Y	Y	Y	Y	Y
WSP USA	Y	Y	Y	Y	Y

State justification for each firm NOT elevated and why:

Step 2:

Past performance on similar projects satisfactory (List all consultants elevated from Step 1)

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
AECOM	Y	Y
AIM Engineering & Survey	Y	Y
Burgess and Niple	Y	Y
CONSOR Engineers	Y	Y
Dewberry Engineers	Y	Y
DRMP	Y	Y
HDR Engineering	Y	Y
HNTB	Y	Y
Jacobs Engineering Group	Y	Y
Kimley-Horn and Associates	Y	Y
Kissinger Campo & Associates	Y	Y
Mott MacDonald Florida	Y	Y
NV5	Y	Y
Patel, Greene, and Associates	Y	Y
Rummel, Klepper & Kahl	Y	Y
WSP USA	Y	Y

State justification for each firm NOT elevated and why:

Step 3:

Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.

Consultant	Contracted Amount	Elevated (Y/N)
AECOM	$ 725,741.75	N
AIM Engineering & Survey	$ 288,191.68	N
Burgess and Niple	$ 156,438.64	N
CONSOR Engineers	$ 446,183.88	N
Dewberry Engineers	$ 215,176.32	N
DRMP	$ 401,840.25	N
HDR Engineering	$ 478,192.81	N
HNTB	$ 551,878.40	N
Jacobs Engineering Group	$ 534,816.40	N
Kimley-Horn and Associates	$ 377,193.00	N
Kissinger Campo & Associates	$ 413,087.00	N
Mott MacDonald Florida	$ 99,951.44	N
NV5	**$ 116,179.16**	**Y**
Patel, Greene, and Associates	$ 308,833.05	N
Rummel, Klepper & Kahl	$ 587,193.82	N
WSP USA	$ 1,004,224.82	N

Step 4:

State justification, if the chosen consultant does not have the least amount of contract obligation.

The only consultant with a lower contracted amount, Mott MacDonald Florida, already has work assigned with a CSA is in progress.

Consultant Services Authorization

Firm Name:	NV5, Inc.
Master Agreement No.:	22-093
CSA No.:	22-093-05
Project Name:	Old Haines City Lake Alfred Road Box Culvert Replacement
Project Description:	Design new box culvert on Old Haines City Lake Alfred Road near address 1408
Project Exhibits and Attachments	Exhibit "A"- Scope of Services for this CSA Exhibit "B"- Current Fee Schedule (Master Agreement) Exhibit "C"- Reimbursable Cost Schedule Exhibit "D"- Professional Liability (Project Specific)
Duration (in days)	370
Compensation (Lump sum or Not to exceed to be identified in Exhibit "A")	$Not to exceed $248,703.67
Liquidated Damages (if applicable)	$0_____/Per Day
Budget Source/Availability	14971.540152101.5663400.5400002

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this_____ day of _____, 20__.

Attest:

STACY M. BUTTERFIELD

By: _____

Deputy Clerk

Date Approved by County: _____

POLK COUNTY, a political subdivision of the State of Florida

By: _____

_____, Chairman

Board of County Commissioners

Review as to form and legal sufficiency

3/30/26

County Attorney's Office Date

Attest:

3/19/2026

Corporate Secretary Date

CONSULTANT COMPANY NAME - NV5, Inc.

Authorized Corporate Officer

Levis Koloko, Vice President 03/18/2026

[Printed Name and Title] Date

SEAL

7.27.20(MS)

EXHIBIT A
SCOPE OF SERVICES
OLD HAINES CITY / LAKE ALFRED RD BOX CULVERT REPLACEMENT
CSA #22-093-XX

I. DESCRIPTION

The purpose of the project is to replace the existing single barrel box culvert that is in poor structural condition along Old Haines City/Lake Alfred Road in Lake Alfred, FL. The objective is to replace the box culvert in-kind at this location and inside the existing Right-of-Way. Anticipated safety improvements include extension of the box culvert to meet minimum clear zone requirements and eliminate the guardrail on the south side of the existing box culvert.

This Consultant Services Authorization (CSA) is required to perform the following services for design and construction:

- Roadway Design Services
- Drainage Design and Hydraulic Design Services
- Environmental Permitting Services
- Wetlands and Species Surveys Services
- Cultural Resource Assessment Survey Services
- Structural Design Services
- Signing and Pavement Marking Design Services
- Utility Coordination Services
- Subsurface Utility Engineering
- Geotechnical Design Services
- Post Design Services

It is understood that this project will have its own set of plans.

II. SERVICES

Design Services – The design shall be developed in accordance with the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, (Florida Greenbook) Florida Department of Transportation (FDOT) (2023), and applicable Polk County standards and requirements.

It is anticipated that plan sheets within the Construction plans shall be prepared for the box culvert replacement at a scale of 1" = 40' on 11" x 17" sheets. Other sheets shall use scales appropriate to the information shown on the sheet.

A. Roadway Memorandum

1. The Consultant shall prepare a memo to identify safety improvements and high-level cost comparison for the County's consideration. The clear zone will be

evaluated per the FDOT Greenbook requirements to determine if guardrails are warranted. A proposed matrix will be provided to compare the replacement of the existing single barrel box culvert with a similar box culvert or a pipe. The Consultant will coordinate internally with NV5 CEI group to understand best means and methods for selecting the appropriate replacement. Conceptual cost will be proposed.

B. Roadway Design

1. Roadway Plans shall include, at a minimum, the following elements as appropriate: Key Sheet, Signature Sheet, Summary of Pay Items Sheet, General Notes, Summary of Quantities Sheet, Typical Sections, Plan and Profile Sheets, Drainage Structures, Box Culvert Data Tables, Core Borings Sheet, Channel Details and Cross Sections, Roadway Cross Sections, Signing and Pavement markings, and Temporary Traffic Control Concept Sheets.

2. The Temporary Traffic Control Concept Sheet shall include a traffic control narrative with typical sections, prescribing the general traffic control practices to be used during construction referencing appropriate FDOT Roadway and Traffic Design Standards and include any applicable restrictions of construction activities. The Contractor will be required to prepare the detailed traffic control plan for review and approval by the Consultant and the County. It is anticipated that the traffic will be detoured to accelerate the box culvert replacement.

3. Conceptual plans (11" x 17") shall be developed and used as the basis for a field review meeting with County staff.

4. Construction plans shall be submitted to the County for review at 60% and 100% stages of completion.

5. A quantity computation booklet shall be prepared and submitted with the 60%, 100% and Final plans.

6. An estimate of probable construction cost shall be prepared and submitted with the 60%, 100% and Final plans. Technical specifications, if applicable, will be included in the Final Plans.

C. Drainage Design and Hydraulic Design Services

1. Drainage plans shall include the following elements as appropriate: Summary of Drainage Structures, Drainage Structure Sheets and Erosion Control Sheets.

2. Prepare for and conduct a site inspection of the project limits to investigate the existing conditions of the box culvert, as well as the current drainage patterns within the right-of-way.

3. The drainage analysis will include an analysis of the existing box culvert, to determine if additional volume is warranted to address maintaining existing

documented flood elevations. If additional volume is warranted, the box culvert design will be modified accordingly.

4. The drainage analysis will include maintenance of proper roadway drainage (at the box culvert) and meet Southwest Florida Water Management District (SWFWMD), and Army Corps of Engineers requirements.

5. Prepare a preliminary Drainage Exhibit based on the best available data. The preliminary drainage exhibit will also delineate the drainage sub-basin areas contributing runoff to the existing culvert. The drainage analysis will include an analysis of the existing box culvert, to determine if additional volume is warranted and would address any potential flooding. If additional volume is warranted, the box culvert design will be modified accordingly.

6. The cross drain hydraulics report will be prepared to support the structural design of the culvert replacement. The report will include analysis of peak surface water elevations for design storm events and scour analysis.

D. Environmental Permitting Services

1. Based on preliminary review of the project area, wetlands and surface waters are present. It is anticipated that impacts to these features will be unavoidable. As a result, it is likely the project will require both State and Federal Permitting.

2. It is anticipated that the project will qualify for a SWFWMD General Permit pursuant to 62-330.443, F.A.C. which includes culvert alteration, placement, replacement, removal, maintenance, and operation where the combined total dredging and filling and wetlands and surface waters does not exceed 0.5 acres. Similarly, the project will likely qualify for a USACE Nationwide Permit 14 for linear transportation projects that result in less than 0.5 acres of wetland impact.

3. The Consultant will prepare the appropriate level of environmental documentation to include with the SWFWMD Environmental Resource Permit (ERP) General Permit application and USACE Section 404 Nationwide Permit application. This environmental document will provide the necessary permit application information and forms for wetland and surface water-related issues, water-dependent wildlife, and threatened and endangered species. The information will include wetland impact avoidance and minimization text, standard project description and project purpose and need text from the client, and wetland-related exhibits.

4. Prepare for and conduct a Pre-Application Meeting with each of the agency: SWFWMD and USACE.

5. Review and comment on the Pre-Application Meeting Minutes prepared by the SWFWMD and USACE (draft and final). The Consultant will respond to up to one (1) request for additional information from each agency, this includes wetland verification with SWFWMD (USACE verification not anticipated). If mitigation is

needed it is anticipated that compensation will be accomplished through the purchase of mitigation bank credits.

6. The Consultant will be the clearinghouse for the permit application submittals for both regulatory agencies.

E. Wetlands and Species Surveys Services

1. The Consultant will review the design and existing conditions. The Consultant will collect and review readily available and pertinent data prior to conducting field reviews.

2. The Consultant will establish the approximate wetland or other surface water jurisdictional boundaries in accordance with federal and state criteria (1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands, 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region, and Chapter 62-340, Florida Administrative Code [F.A.C.]). This includes collecting characterization data for the wetlands and preparing functional loss assessments, if needed.

3. The Consultant will conduct a presence/absence survey and habitat assessment for protected species that may occur within the project area. An Environmental Memorandum will document the findings. If protected species or their habitats are identified within the project limits, formal surveys and additional permitting may be required. All observations of wildlife that inhabit, cross, or use habitats within and immediately adjacent to the site will be recorded. Recorded wildlife data will consist of both direct sightings and indirect observations (e.g., calls, scat, dens, tracks, burrows, feathers, scratchings, nests, or other evidence). Any observations of protected wildlife or plants will be recorded in the field, and the approximate location will be depicted on an aerial photograph. In addition, the potential for the site being part of, or within, an important wildlife corridor or USFWS-designated Critical Habitat will be assessed.

4. Any services needed beyond the environmental memorandum will be additional services.

F. Cultural Resource Assessment Survey Services

1. Based on a review of the information provided, the Consultant will prepare a Cultural Resource Assessment Survey (CRAS) report of moderate archaeological potential in the area. The report will comply with the Florida Division of Historic Resources' (FDHR) Module Three, Guidelines for Use by Historic Preservation Professionals along with county guidelines. This study will include recording up to two historic resources. However, if any historic resources (50 years of age or older) are located on the property, there is an additional fee per historic resource, as the FDHR requires the historic resources (e.g., buildings, roads, canals) to be recorded in the CRAS report (Chapter 1A-46 FAC), none anticipated.

2. The Consultant will respond to standard Requests for Additional Information (RAI) from reviewers. If reviewers request additional research or survey beyond what was reasonably expected in the agreed scope of work, such comments/requests would be addressed under a separate agreement, as necessary. If human remains are identified, this scope includes the initial coordination with the State Archaeologist required by Chapter 872, F.S. Costs for additional investigation or coordination will be negotiated, as needed.

G. Subsurface Utility Engineering

1. Recover existing survey control provided by Polk County.

2. Subsurface Utility Engineering – Quality Level "B" for the length of the project. NV5 will designate underground utilities utilizing industry standard tools - such as electromagnetic radio detection and/or ground penetrating radar - to detect and mark the subsurface utilities and record their approximate horizontal position on the ground with paint marks and pin flags. The designations will be performed in accordance with Subsurface Utility Engineering, Quality Level B accuracy as outlined in the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, ASCE, Publication No CI/ASCE 38-22. These designations will be field surveyed and added to a Cad drawing to be provided to the county. While NV5 will use every effort to designate all utilities in the project area, per ASCE 38 standards, no matter how comprehensive a Utility Investigation, uncertainty relative to any documented or non-documented subsurface utilities may still exist. This being the case, other utilities may still exist in the project area either in use or abandoned.

3. Subsurface Utility Locating Services – Quality Level "A" for up to 6 locations determined by the EOR. Perform utility test holes for subsurface utility locating as determined from proposed conflicts as found from Quality Level "B" locations, and in accordance with the following requirements:

   - Perform utility test holes in compliance with Quality Level "A" of CI/ASCE 38-22, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, Standard 38-22.

   - Test holes shall be performed by air vacuum excavation or other non-destructive techniques on existing utilities. One call notification and permit applications shall be made prior to test hole excavation as necessary.

   - Test hole openings shall be a minimum 8" x 8" and typically not larger than 14" x 14". Excavation will proceed to expose the utility in a careful manner with the utmost concern for the safety of personnel, the public and surrounding property. A field test hole form will be completed for each excavation and will contain at a minimum parameters required by the Standard 38-22, which include: depth to the top and bottom of the utility, outside diameter, height of conduits or

encasement, utility material, utility direction, pavement type/ thickness and general soil type.

- A permanent marker shall be placed over a reference point on the utility flush with grade. Typically, this reference point is the centerline of pipes or the edge of concrete structures. A minimum of three (3) ties/surface measurements will be taken to the permanent marker. The depth to the reference point on the utility will also be measured plumb to the permanent marker.

- Survey instrumentation will be used to determine the ground elevation (elevation of the permanent marker) of each test hole relative to the project datum and then added to the existing survey map completed by this office.

- The excavation shall be backfilled and compacted utilizing excavated materials. If necessary, pavement restoration will be made with a high epoxy content bituminous cold patch and will be guaranteed for a minimum of one (1) year.

H. Structural Design Services

1. The Consultant will perform the structural design for the box culvert's replacement. The intent is to replace the box culvert with a new culvert of the same cross-sectional dimensions but with a longer length. If additional capacity is identified to be needed, then the replacement will be accomplished either by full replacement with a wider cross-sectional dimension or by using a multiple barrel culvert.

2. Culverts sizes shall be limited such that the total dimension between insides of most exterior walls shall not exceed 20 ft along the roadway. The design shall be based on FDOT Standard Precast Concrete Box Culvert construction per Index 400-292 with supplemental details from Index 400-289 and 400-291. It shall be acceptable to have a multicell box culvert, provided referenced dimension does not exceed 20 ft. Since the dimension will not exceed 20 ft, the box culvert will not be considered a bridge and will not require submittal of a load rating to FDOT; hence load rating is not included.

I. Signing and Pavement Marking Design

1. The Consultant shall prepare signing and pavement marking plans for the box culvert replacement. Due to the limited scope of work, plans shall be included with the roadway design and include a tabulation of quantities sheet, general notes, and plan sheets.

2. An Engineer's Construction Cost Estimate will be prepared at 60%, 100%, and Final plans submittal.

J. Utility Coordination Services

1. Consultant shall perform a Sunshine 811 Design Ticket to identify potential utilities within the project corridor.

2. Consultant shall assess the utility impacts of the proposed alternatives, including preliminary communication with any impacted utilities. If relocations are warranted, Consultant shall work with the affected utility to determine if such relocation is feasible and if the relocation costs are reimbursable. If they are, Consultant shall obtain a preliminary estimate of those costs.

3. Based on existing project information, 11 utility agencies/owners appear to have facilities in the project area:
    - Florida Public Utilities – Gas
    - Kinder Morgan/Central Florida Pipeline – Fuel Oil Pipeline
    - City of Lake Alfred – Force Main, Sewer, Water
    - Frontier Communications – CATV, Communication
    - Lumen – Fiber
    - MCI – Communications Lines, Fiber
    - Summit Broadband – Fiber, telephone
    - Duke Energy – Fiber
    - Uniti Fiber, LLC – Fiber
    - Tampa Electric Company – Electric
    - Charter Communications – CATV

4. The Consultant shall submit 30% Concept Plans, 60% Plans, and 100% Plans to the utility companies for the utility companies to mark the location and or relocations/dispositions of their facilities. The Consultant shall transfer the information onto the construction plans. The utility relocations may be shown on the roadway plan sheets at the Consultants option. If no utility adjustments are required, a letter of no involvement from the utility companies or the Consultant's Project Manager certifying no conflicts will be required with final submittal. The Final Plans submittal shall include documentation of the disposition of all utilities in the project area.

5. Consultant will provide a letter with final design submittal stating that all known utility conflicts have been cleared. If not cleared, Consultant will list the utilities and reasons why.

6. Consultant will provide with final design submittal, all signed Utility Work Schedule's (UWS), letters of no involvement, letters of no conflict, 811 design ticket, all correspondence with UAO's during design.

K. Geotechnical Services

1. Provide MOT during field exploration. Lane closures are anticipated and will be coordinated with the County.

2. Mobilize to the site with truck mounted or all-terrain drilling equipment. Some patching

3. Advance two (2) Standard Penetration test (SPT) borings to a depth of about 30 to 40 feet below land surface (depths vary depending on culvert design details – invert, type of culvert, etc). See exhibit "D" for preliminary locations (may change depending on existing utilities – appear to be present on either side of the roadway)

L. Post Design Services

1. The Consultant shall coordinate with County staff as needed to provide construction documents in the format needed to facilitate the use of the County's annual contracts for construction.

2. Construction Assistance – The Consultant will attend the pre-construction meeting and provide representation throughout the construction phase of the project to review and approve shop drawings submitted by the contractor, provide interpretation of the intended design and guidance for solving situations that arise as a result of unanticipated field conditions. Consultant shall not provide on-site inspection services nor prepare as-built or record drawings. Consultant shall coordinate the submittal of any needed certifications to permitting agencies from information provided by the Contractor.

III. DELIVERABLES

ROADWAY MEMORANDUM

ENVIRONMENTAL MEMORANDUM

CONCEPT PLANS
- 1 set of concept plans (11" x 17").

PRELIMINARY PLANS (60% and 100%), CADD files & PDF's
- 1 set of construction plans (11" x 17").
- 1 copy of the estimated construction cost.

FINAL CONSTRUCTION PLANS
- 1 set of construction plans (11" x 17"), signed and sealed, CADD files & PDF's
- 1 copy of the estimated construction cost.
- 1 copy of estimated construction duration. Efforts will be made to schedule the box culvert installation during the summer break when school is not in session.
- 1 copy of final report summarizing test pitting investigation to meet ASCE 38-22 standards.

IV. ASSUMPTIONS

- Per discussion with the County, As-built plans may not be available.
- Pavement boring is not included in the scope of work. The proposed pavement design will be prepared by the Consultant and will be coordinated with the County. The intent is to match the existing condition where possible.

- This scope of services does not include payment of permit application fees. Upon confirmation of application fee amounts, the County can pay the application fees directly or the Consultant can pay them and submit to the County for reimbursement.
- Fee estimates include Post Design fee. The Consultant will request additional funding if more effort is expected during construction.
- Any design changes during construction may require revised drainage and hydraulic analysis. This additional effort will result in a Change Order, and the Post-Design fee will need to be adjusted accordingly.
- It is anticipated that the project will qualify for a SWFWMD General Permit pursuant to 62-330.443, F.A.C. which includes minor bridge or bridge culvert alteration, placement, replacement, removal, maintenance, and operation where the combined total dredging and filling and wetlands and surface waters does not exceed 0.5 acres. Similarly, the project will likely qualify for a USACE Nationwide Permit 14 for linear transportation projects that result in less than 0.5 acres of wetland impact. The permitting process will impact the design schedule.

V. CLIENT-FURNISHED INFORMATION AND SERVICES

It is understood that the Consultant will perform services in close coordination and consultation with the County. The County shall provide the Consultant with certain project-related services and technical data:

A. The County will provide a Project Manager in charge of contract administration and management services for all County work associated with the design and to serve as liaison with the Consultant's Project Manager.

B. The County will issue the written Notice to Proceed (NTP) to the Consultant.

C. The County will provide access to the project site and facilitate coordination for lane closure, if needed, during borings.

D. The County will provide topographic survey necessary to design the project, including locating any wetland/surface water delineation flags set by the Consultant.

E. The County will provide any additional geotechnical engineering services* in support of the design including standard soil type and seasonal highwater.

F. The County will provide any necessary SUE* exploration at conflict points.

G. The County will provide any needed CCTV* inspection of the existing drainage structures.

H. The County will provide the roadway soil survey sheet, if needed.*

The Consultant may reasonably rely upon the accuracy and completeness of County-furnished information in connection with the performance of services under this agreement.

*The Consultant is equipped to provide such services, if needed. This task is considered an optional service.

VI. PROJECT SCHEDULE

The Consultant shall complete design services within nine (9) months (274 calendar days) from receiving the signed Authorization and Notice to Proceed. If the County requests that work under this Authorization to be stopped, the schedule is subject to re-negotiation when written authorization to restart is received.

A design production schedule shall be prepared and kept up to date throughout the design process. The milestone schedule, based on receipt of review comments within two weeks after submitting the deliverables, is:

Concept Plan Meeting	8 weeks after receipt of topographic survey
60% Deliverables	6 weeks after acceptance of Conceptual Plan (2 weeks for County review)
100% Deliverables	4 Weeks after receipt of 60% comments (2 weeks for County review)
Final Deliverables	4 Weeks after receipt of 100% comments (2 weeks for County review)

The design schedule provided herein is based on current assumptions and available information. The permitting process is managed by external agencies and may introduce delays that are difficult to predict. The Consultant will make reasonable efforts to mitigate impacts; however, permitting timelines are outside our control and may affect the overall project schedule.

The Consultant shall participate in monthly progress meetings with the County, either virtually or in person as mutually agreed upon. During these meetings, the Consultant will provide updates on project status, upcoming activities, schedule adherence, and any issues requiring attention or decision by the County. The Consultant shall be responsible for coordinating the meeting logistics and providing any required agenda items at least 48 hours in advance. Meeting minutes will be prepared and distributed by the Consultant within five (5) business days following each meeting.

VII. COMPENSATION

The Consultant will perform the above Scope of Services on an hourly rate fee basis up to the Not to Exceed Limit of the Authorization, $248,703.67. In the event the Scope of Services requires modifications at the request of the County, or unforeseen circumstances require additional work, an amendment may be prepared to make necessary adjustments. The fee schedule for this Scope of Services is shown in the attached Exhibit B. The Consultant shall submit invoices not more than monthly.

All required work and deliverables shall be completed and delivered in a timely fashion and remain within the approved contract amount. Failure to complete the scope of work within time and budget each constitutes a breach of contract. Under no circumstances will the County pay additional monies for the accomplishment of the identified work. The County will consider an amendment to the Authorization in the event circumstances beyond the control of the Consultant delay the tender of deliverables. Additional money for additional work may be provided by a Board of County Commissioners approved amendment of the AUTHORIZATION. Work done in excess of the current Authorization amount will not be compensated.

EXHIBIT B
FEE SCHEDULE
OLD HAINES CITY / LAKE ALFRED RD BOX CULVERT REPLACEMENT

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Old Haines City/Lake Alfred Rd Box Culvert Replacement
County: Polk
FPN: CSA #22-093-XX
FAP No.: N/A

Consultant Name: NV5, Inc.
Consultant No.: TBD
Date: 2/4/2026
Estimator: LCK

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 1	Project Manager 3	Engineer 2	Senior Utility Coordinator	Engineer Intern	Engineer 1	Sr. Engineering Technician	Engineering Aide	Project Coordinator	Secretary/Clerical	Senior Surveyor & Mapper	Senior Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$246.92	$253.64	$177.67	$105.08	$105.36	$153.30	$89.08	$67.23	$0.00	$79.18	$246.05	$100.51			
3. Project General and Project Common Tasks	154	0	62	77	0	0	0	0	0	0	15	0	0	154	$30,594	$198.66
4. Roadway Analysis	436	0	65	240	0	0	0	131	0	0	0	0	0	436	$70,797	$162.38
5. Roadway Plans	150	0	23	45	0	0	0	82	0	0	0	0	0	150	$21,133	$140.89
6a. Drainage Analysis	240	0	60	132	0	0	0	48	0	0	0	0	0	240	$42,947	$178.94
6b. Drainage Plans	36	0	4	12	0	0	0	20	0	0	0	0	0	36	$4,928	$136.89
7. Utilities	107	0	11	11	85	0	0	0	0	0	0	0	0	107	$13,676	$127.82
8. Environmental Permits,and Env. Clearances	15	0	3	8	0	0	0	4	0	0	0	0	0	15	$2,539	$169.24
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	37	0	6	31	0	0	0	0	0	0	0	0	0	37	$7,030	$189.99
18. Structures - Miscellaneous	54	0	8	46	0	0	0	0	0	0	0	0	0	54	$10,202	$188.92
19. Signing & Pavement Marking Analysis	11	0	1	7	0	0	0	3	0	0	0	0	0	11	$1,765	$160.42
20. Signing & Pavement Marking Plans	9	0	1	3	0	0	0	5	0	0	0	0	0	9	$1,232	$136.89
27. Survey (Field & Office Support)	12	0	0	0	0	0	0	0	0	0	0	2	10	12	$1,497	$124.77
Total Staff Hours	1,261	0	244	612	85	0	0	293	0	0	15	2	10	1,261		
Total Staff Cost		$0.00	$61,888.16	$108,734.04	$8,931.80	$0.00	$0.00	$26,100.44	$0.00	$0.00	$1,187.70	$492.10	$1,005.10		$208,339.34	**$165.22**
														Check =	$208,339.34	

Survey Field Days by Subconsultant
3 - Person Crew: 10 hour crew days

SALARY RELATED COSTS:						$208,339.34
OVERHEAD:			0%			$0.00
OPERATING MARGIN:			0%			$0.00
FCCM (Facilities Capital Cost Money):			0.00%			$0.00
EXPENSES:			2.50%			$5,310.47
Survey (Field - if by Prime)		2	3-person crew days @	$ 2,039.70	/ day	$4,079.40
SUBTOTAL ESTIMATED FEE:						**$217,729.21**
Subconsultant:	ESA - Environmental/Permitting					$14,195.50
Subconsultant:	ACI - Cultural Resource					$4,500.00
Subconsultant:	Madrid - Geotech					$12,278.96
SUBTOTAL ESTIMATED FEE:						**$248,703.67**
Optional Services:	N/A					$0.00
GRAND TOTAL ESTIMATED FEE:						**$248,703.67**

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Estimator: lck

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing	Print Name	Signature / Date
Polk Co.	**Robert Collins**	
NV5, Inc.	**Levis Koloko, PE**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.11	Other Agency Meetings	LS	1	4	4	City of Lakeland
	3.1 Public Involvement Subtotal				**4**	
3.3	Specifications Package Preparation	LS	1	8	8	Review specifications of annual contracts and adapt plans as needed for consistency.
3.4	Contract Maintenance and Project Documentation	LS	1	22	22	4 hours set-up + 2 hrs per month for 9 months = 22 SH
3.6	Prime Consultant Project Manager Meetings	LS	1	68	68	See listing below
3.8	Post Design Services	LS	1	52	52	As follows: Attend precon (2 people x 4 hours) = 8 HR Shop drawing review/coordination = 16 HR (drainage, structures) Site visits = 8 HR Plan revisions = 20 HR
	3. Project Common and Project General Tasks Total				**154**	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	2	4	8	Design coordination meeting w/staff; includes meeting prep, travel, and minutes
Drainage	EA	2	4	8	Anticipate needed 2 Pre-app meeting w/SWFWMD
Utilities	EA	2	4	8	Utility meetings as needed
Progress Meetings	EA	9	4	36	monthly (9 total) w/ County staff; includes travel, meeting, & minutes
Field Reviews	EA	2	4	8	conceptual field review and 60% field review; 1 PM
Total Project Manager Meetings		17		68	Total PM Meeting Hours carries to Task 3.6 above

Notes:
1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.**

Estimator: lck

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing	Print Name	Signature / Date
Polk Co.	Robert Collins	
NV5, Inc.	Levis Koloko, PE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	2	8	16	Assumes analysis for two typical (one at the box culvert and one for the approach).
4.5	Horizontal /Vertical Master Design Files	LS	1	60	60	One alignment along the box culvert; One alignment along the roadway; Reconstruct roadway for approx 150 ft; Assume 60 SH
4.9	Cross Section Design Files	LS	1	92	92	Assume 1 x-section skewed at the box culvert for 20 SH & 1 x-section every 20' for 140' long stretch west of culvert and 180; long east of culvert for a total of 18 x-sections (4 SH each) = 20 SH + (4x18 SH) = 92 SH
4.10	Temporary Traffic Control Plan Analysis	LS	1	20	20	Level II TTCP - Critical Sectional Views; Detour Plan
4.11	Master TTCP Design Files	LS	1	12	12	Level II TTC - General/Phasing Notes; Special Details
4.14	Design Variations and Exceptions	LS	0	0	0	None anticipated; if needed, the Consultant will request a change order
4.15	Design Report	LS	1	60	60	Concept Phase - 40 SH for the roadway/safety memo including comparison matrix and cost estimates; 20 SH to prepare 30% 11x17 Roadway Plans = 40 SH + 20 SH = 60 SH
4.16	Quantities	LS	1	40	40	Roadway, Drainage, Signing and Marking, Box Culvert, earthwork, Sediment Control, TTC
4.17	Cost Estimate	LS	1	14	14	Submit at 60%, 100%, Final. 10 SH original estimate + 2 SH x 2 update = 14 SH total.
	Roadway Analysis Technical Subtotal				**314**	
4.20	Field Reviews	LS	1	18	18	Design site visit, conceptual field review and 60% field review (includes travelling time 2 hrs); 2 people; 3 SH per visit per person x 3 sites x 2 people = 18 SH
4.22	Technical Meetings	LS	1	39	39	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	7%	22	
4.25	Supervision	LS	%	7%	22	
	Roadway Analysis Nontechnical Subtotal				**101**	
4.26	Coordination	LS	%	5%	21	
	4. Roadway Analysis Total				**436**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Local Governments (cities, counties, MPO)	EA	1	3	3	City of Lakeland		0
SWFWMD				3	**Subtotal Project Manager Meetings**		0
Progress Meetings (if required by Polk Co)	EA	9	4	36	***Monthly meeting w/ Polk County PM; assume in-person; PM attendance at Progress Meetings is manually entered on General Task 3***		--
Phase Review Meetings	EA	0	0	0	**N/A; PM attendance at Phase Review Meetings is manually entered on General Task 3**		--
Total Meetings				**39**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Estimator: lck

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing		Print Name	Signature / Date
Polk Co.		Robert Collins	
NV5, Inc.		Levis Koloko, PE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	4	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	8	8	
5.3.1	Typical Sections		EA	2	8	16	Assumes 2 typical (one at the box culvert and one for the approach)
5.3.2	Typical Section Details		EA	1	4	4	Additional Special typical section details as necessary (near box culvert).
5.4	General Notes/Pay Item Notes		Sheet	1	4	4	Standard County notes
5.5	Summary of Quantities Sheets		Sheet	6	2	12	Assume 6 sheets (roadway/SAPM/drainage/TTC/Structures/Erosion Control)
5.7	Plan/Profile Sheet		Sheet	1	40	40	Plan and profile on the same sheet; 3 Sheets; show roadway elements, draiange features, sediment barriers
5.15	Special Details		EA	1	6	6	Assume 1 sheet of miscellaneous details (As needed)
5.17	Roadway Soil Survey Sheet		Sheet	1	2	2	Review only; to be prepared by others (Madrid)
5.18	Cross Sections		EA	19	0.5	10	From Tab 4 [Assume 1 x-section skewed at the box culvert & 1 x-section every 20' for 140' long west of culvert (8 x-sects) and 180' long east of culvert (10 x-sects) for a total of 18 x-sections = 19 x-sections
5.21	Temporary Traffic Control Detail Sheets		Sheet	1	8	8	Assume general/phase notes
5.22	Utility Adjustment Sheets		Sheet	1	6	6	Assume separate sheets due to crowded labeling; 4 SH for the original effort + 2 SH - update = 6 SH
5.27	Utility Verification Sheet(s) (SUE Data)		Sheet	6	2	12	Assume 6 SUE locations and data idenified
					Roadway Plans Technical Subtotal	**132**	
5.28	Quality Assurance/Quality Control		LS	%	7%	9	
5.29	Supervision		LS	%	7%	9	
					5. Roadway Plans Total	**150**	

Estimator: lck

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing	Print Name	Signature / Date
Polk Co.	Robert Collins	
NV5, Inc.	Levis Koloko, PE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	1	24	24	Assume one pre and one post developelment map to capture all drainage for the project.
6a.2	Base Clearance Calculations	Per Location	1	2	2	Base clearance calculations for each corner of box culvert.
6a.4	Design of Cross Drains	EA	1	64	64	Box culvert design includes hydraulic modeling.
6a.5	Design of Ditches	Per Ditch Mile	0.11	16	2	Assume ditches along the roadway; 180 ft both left and right side of roadway east of culvert and 140 ft right side of road and 100 ft lt side of road west of culvert; includes ditch calculations and capacity analysis
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	1	4	4	Located in Floodplain.
6a.13	Drainage Design Documentation Report	LS	1	44	44	Prepare a drainage report for the project to include our calculations, narrative write-up and design decision. 40 SH for orignal report + 4 SH update = 34 SH
6a.15	Temporary Drainage Analysis	LS	1	20	20	
6a.16	Cost Estimate	LS	1	0	0	Included with roadway
6a.19	Existing Permit Analysis	LS	1	4	4	Coordinate with SWFWMD to obtain existing permit. As-built plans are not available per discussion w/ Polk Co
6a.20	Other Drainage Analysis	LS	1	20	20	Channel Detail analysis (1) and cross sections (2)
			Drainage Analysis Technical Subtotal		184	
6a.22	Field Reviews	LS	0	0	0	See Tab 4
6a.23	Technical Meetings	LS	1	19	19	Meetings are listed below
			Drainage Analysis Nontechnical Subtotal		45	
6a.28	Coordination	LS	%	5%	11	
			6a. Drainage Analysis Total		240	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Agency	EA	2	4	8	2 meetings (pre-app and follow-up) w/ SWFWMD		0
Local Governments (cities, counties)	EA	1	3	3	City of Lakeland		0
Other Meetings	EA	1	8	8	Attend 2 monthly meeting in person (3 SH each includes traveling) and 2 monthly meeting virtually (1 SH each) with Polk Co PM = 2x3 SH and 2x1 SH = 8 SH		0
Subtotal Technical Meetings				19			0
Total Meetings				19	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 6.19

Carries to Tab 3

Estimator: lck

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing	Print Name	Signature / Date
Polk Co.	**Robert Collins**	
NV5, Inc.	**Levis Koloko, PE**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	2	5	10	Assume one pre and one post development map to capture all drainage for the project.
6b.5	Drainage Structure Sheet(s) (Per Structure)		EA	1	12	12	Assume 1 structure (box culvert)
6b.6	Miscellaneous Drainage Detail Sheets		Sheet	1	8	8	Assumed for misc. details
6b.11	Erosion Control Plan Sheet(s)		Sheet	1	2	2	Include in Roadway Plans - Sediment Barrier
					Drainage Plans Technical Subtotal	**32**	
6b.13	Quality Assurance/Quality Control		LS	%	7%	2	
6b.14	Supervision		LS	%	7%	2	
					6. Drainage Plans Total	**36**	

Estimator: lck

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing	Print Name	Signature / Date
Polk Co.	**Robert Collins**	
NV5, Inc.	**Levis Koloko, PE**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.2	Identify Existing Utility Agency Owner(s)	LS	1	2	2	SSOCOF ticket
7.3	Make Utility Contacts	LS	2	11	22	11 UAOs 11 UAOs X 1hr X 2 contacts = 22hrs
7.6	Individual/Field Meetings	LS	2	6	12	Assume 2 meetings - initial and follow-up. Meeting to address relocation of OH utilities
7.7	Collect and Review Plans and Data from UAO(s)	LS	11	1	11	11 UAOs X 1hr= 11hrs
7.9	Utility Design Meeting	LS	1	8	8	Assume 1 Design Mtg @ for 8hrs Includes prep & minutes
7.11	Utility Coordination/Followup	LS	11	2	22	11 UAOs x 2hrs= 22hrs
7.15	Contract Plans to UAO(s)	LS	11	2	22	11 UAOs X 2 contacts X (1hr ea)= 22hrs
7.16	Certification/Close-Out	LS	1	8	8	Includes creating Certification Documents, verification that all UWS are completed and packing all correspondence with UAOs.
				7. Utilities Total	**107**	

9

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Total Meetings				**0**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Estimator: lck

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing	Print Name	Signature / Date
Polk Co.	Robert Collins	
NV5, Inc.	Levis Koloko, PE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits and Environmental Clearances					
8.1	Preliminary Project Research	LS	0	0	0	By ESA
	Make Utility Contacts					
8.12	Other Environmental Permits	LS	1	8	8	Prepare and Submit the SWFWMD Request for Verification of an Exemption, assume one round of RAI.
	Environmental Clearances/Reevaluations					
8.13	**Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)**					
8.13.5	Protected Species and Habitat Impact Analysis	LS	1	4	4	Coordinate and Review of Environmental Memo
8.14	**Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)**					
	Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal				**12**	
8.17	Technical Meetings	LS	1	0	0	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	7%	1	
8.19	Supervision	LS	%	7%	1	
	Environmental Permits and Environmental Clearances Nontechnical Subtotal				**2**	
8.20	Coordination	LS	%	5%	1	
	8. Environmental Permits and Environmental Clearances Total				**15**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
SWFWMD	EA	1	0	0	See Tab 3		0
Subtotal Technical Meetings				**0**		**Subtotal Project Manager Meetings**	0
Total Meetings				**0**		**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 8.18

Carries to Tab 3

Estimator: em/lck

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing	Print Name	Signature / Date
Polk County	**Robert Collins**	
NV5, Inc.	**Eric Mackin, PE**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
9.1	Key Sheet and Index of Drawings	Sheet	1	4	1	4	
9.3	General Notes and Bid Item Notes	Sheet	1	8	1	8	
9.6	Standard Plans- Bridges	LS	1	1		1	Incorporating Standard Box Culvert Plan Details
9.9	Cost Estimate	LS	1	4		4	
	Structures - Summary and Miscellaneous Tasks and Drawings				2	17	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	0	0	0	0	0	0	0	0		
17	Retaining Walls	0								0	
18	Miscellaneous Structures	54									54
	Structures Technical Subtotal	54	0	0	0	0	0	0	0	0	54

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.12	Technical Meetings	LS	1	10	10	Meetings are listed below
9.13	Quality Assurance/Quality Control	LS	%	7%	5	
9.14	Independent Peer Review	LS	1	0	0	N/A
9.15	Supervision	LS	%	7%	5	
	Structures Nontechnical Subtotal				20	
	9. Structures - Summary and Miscellaneous Tasks and Drawings				37	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
60% & 100% Comment Review	EA	2	2	4	Addressing Comments		0
Local Governments (cities, counties)	EA	3	2	6	Polk County (2)/City of Lakeland (1)		0
Subtotal Technical Meetings				10			0
Total Meetings				10	**Total Project Manager Meetings (carries to Tab 3)**		0

Carries to 9.11 — Carries to Tab 3

Project Activity 18: Miscellaneous Structures

Estimator: em/lck

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing	Print Name	Signature / Date
Polk County	Robert Collins	
NV5, Inc.	Eric Mackin, PE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Concrete Box Culvert						
18.1	Concrete Box Culverts	EA	1	48		48	Multi barrel may be needed. No load rating needed. Detailing needed for wingwalls/headwalls. Includes coordination w/ geotech.
18.3	Concrete Box Culvert Data Table Plan Sheets	Sheet	1	6	1	6	
	Strain Poles						
	Mast Arms						
	Overhead/Cantilever Sign Structures						
	High Mast Lighting						
	Noise Barrier Walls (Ground Mount)						
	Special Structures						
	18. Structures - Miscellaneous Total				1	54	

Estimator: lck

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing	Print Name	Signature / Date
Polk Co.	Robert Collins	
NV5, Inc.	Levis Koloko, PE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.3	Reference and Master Design File	LS	1	8	8	Approx. 4 signs to be addressed - updated, relocated, or both. Includes signing and marking.
	Signing and Pavement Marking Analysis Technical Subtotal				**8**	
19.13	Quality Assurance/Quality Control	LS	%	7%	1	
19.15	Supervision	LS	%	7%	1	
	Signing and Pavement Marking Analysis Nontechnical Subtotal				**2**	
19.16	Coordination	LS	%	5%	1	
	19. Signing and Pavement Marking Analysis Total				**11**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Subtotal Technical Meetings				**0**		**Subtotal Project Manager Meetings**	0
Total Meetings				**0**		**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 19.12

Carries to Tab 3

Estimator: lck

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing	Print Name	Signature / Date
Polk Co.	Robert Collins	
NV5, Inc.	Levis Koloko, PE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.6	Plan Sheet		Sheet	1	4	1	4	Include with roadway plans. All existing signs (to remain in place/relocated) and proposed signs will be captured.
20.12	Special Details		LS	1	4		4	N/A
	Signing and Pavement Marking Plans Technical Subtotal					1	8	
20.14	Quality Assurance/Quality Control		LS	%	7%		1	
20.15	Supervision		LS	%	7%	Assume 1 sheet/Intersection		
	20. Signing and Pavement Marking Plans Total					1	9	

27. Survey

Estimator: cc

Old Haines City/Lake Alfred Rd Box Culvert Replacement
CSA #22-093-XX

Representing	Print Name	Signature / Date
Polk Co	**Robert Collins**	
NV5, Inc.	**Chad Colson, PSM**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.10	Underground Utilities									SUE QLB along Old Dixie Roady/Lake Alfred Rd Road for 0.03 miles. Estimating ~5 utilties along the north side and 6 utilities along the southside for a total of 0.3 miles of SUE QLB marks. 6 SUE QLA (VVH) locates to be determined by the EOR.
	Designates	Mile/Site	0.30	2.00	0.60	1.00	0.60	4.00	2.40	
	Locates	Point	6	0.2	1.20	1.00	1.20	4.00	4.80	
	Survey		25%	1.80	0.45	1.00	0.45	4.00	1.80	
27.27	Work Zone Safety									setting up and taking down MOT signs
			2	0.0625	0.14					
Survey Subtotal				**Crew Days**	**2**	**Field Support Hours**	**2**	**Office Support Hours**	**9**	
27.36	Supervision	LS								
								5%	1	
27. Survey Total				**Crew Days**	**2**	**Field Support Hours**	**2**	**Office Support Hours**	**10**	

SPLS =
PLS =
Office Support =
Total Hours = 12

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number	Comments
Subtotal Technical Meetings				0	**Subtotal PM Meetings**	0	
Total Meetings				**0**	**Total PM Mtgs (carries to Tab 3)**	**0**	

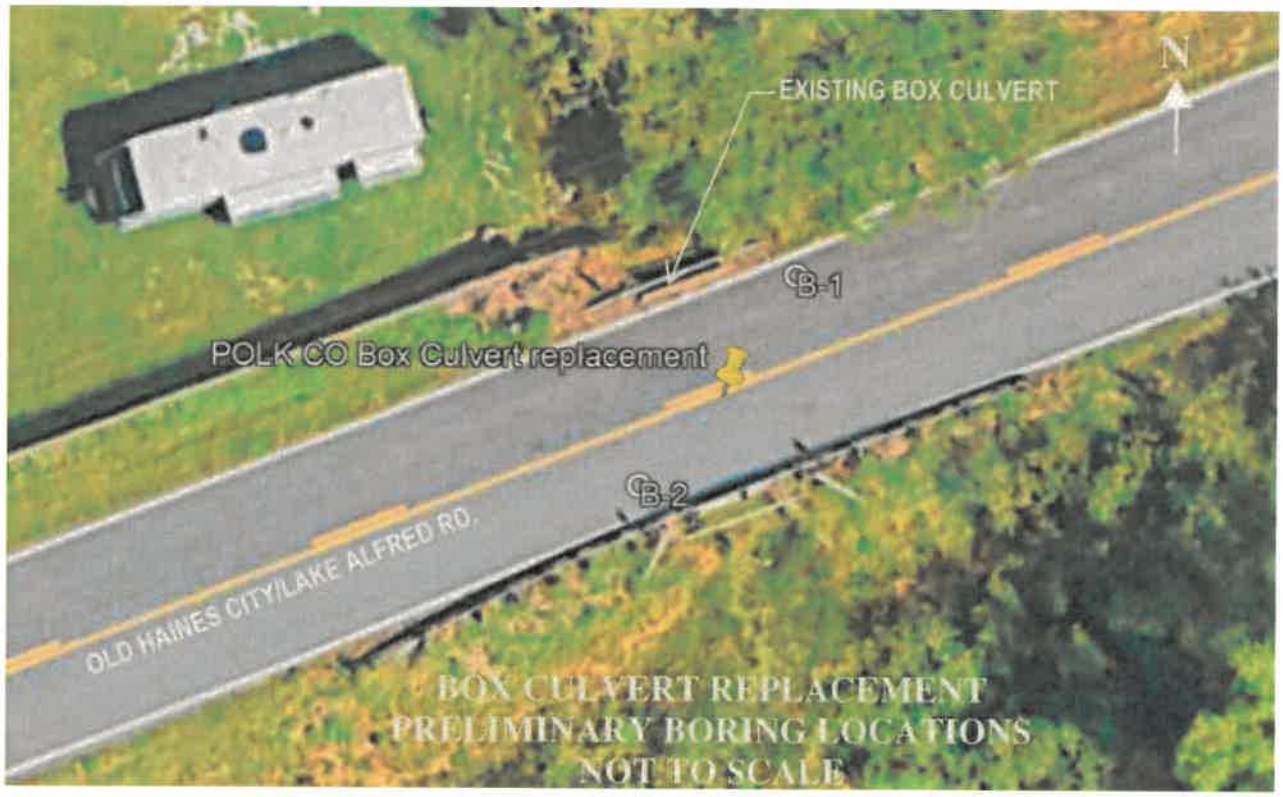
Carries to 27.32 | Carries to Tab 3

**** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

EXHIBIT C
PROJECT LIMITS
OLD HAINES CITY / LAKE ALFRED RD BOX CULVERT REPLACEMENT



EXHIBIT D
PRELIMINARY BORING LOCATIONS
OLD HAINES CITY / LAKE ALFRED RD BOX CULVERT REPLACEMENT



NV5

Proposed Staff

NV5, Inc.

Polk County RFP 22-242

Exhibit B

Prime: NV5, Inc. **NV5 Project No.: 22012.4M**

FDOT Standard Job Classifications	Personnel	Current Hourly Rate	% Employee Used	Yrs. of Exp. – Post Req. (If Appl.)	License #	Date Issued	Loaded Rates
Project Manager 3	Forest Adkins	$81.43	80%		56003	07/25/00	
	Bret Bennett	$81.73	20%		53977	02/12/99	
		AVERAGE HOURLY RATE = $		$81.49			**$253.64**
Project Manager 1	James Miller	$79.33	100%		FL-92430	09/29/21	
					CA-82522		
		AVERAGE HOURLY RATE = $		$79.33			**$246.92**
Engineer 2	Mallory Murray	$57.44	65%		74792	06/08/12	
	Christopher Coleman	$56.40	35%		81347	06/15/16	
		AVERAGE HOURLY RATE = $		$57.08			**$177.67**
Engineer 1	Justin Huang	$49.25	100%				
		AVERAGE HOURLY RATE = $		$49.25			**$153.30**
Engineering Intern	Genesis Rios	$35.51	50%				
	Nichloas Tabak	$32.19	50%				
		AVERAGE HOURLY RATE = $		$33.85			**$105.36**
Engineering Aide	Samuel Dyer	$18.00	70%				
	Aaron Karnowski	$30.00	30%				
		AVERAGE HOURLY RATE = $		$21.60			**$67.23**
Senior Engineering Technician	Matthew Patterson	$28.62	100%				
		AVERAGE HOURLY RATE = $		$28.62			**$89.08**
Senior Utility Coordinator	Louise Hom	$33.76	100%				
		AVERAGE HOURLY RATE = $		$33.76			**$105.08**
Secretary/Clerical	Sharon Adkins	$25.44	100%				
		AVERAGE HOURLY RATE = $		$25.44			**$79.18**
		AVERAGE HOURLY RATE = $					

1.0000	Base
1.7066	Overhead
0.40599	x Operating Margin 15%
3.11259	**Multiplier**

NV5

Proposed Staff

NV5, Inc.

Polk County RFP 22-242

Prime: NV5, Inc. **(NV5 Project No.: 22012.4M**

FDOT Standard Job Classifications	Personnel	Current Hourly Rate	% Employee U	Yrs. of Exp. – Post Req. (If Appl.)	License #	Date Issued	Loaded Rates
Senior Surveyor & Mapper	Aleksandar Grkovic	$79.05	100%	DE746(2008) DC905295(2009) MD21757 (2014)	LS7099	11/21/16	
		AVERAGE HOURLY RATE = $		$79.05			**$246.05**
Project Manager	Christopher Laberge	$52.86	100%		LS6014	01/31/00	
		AVERAGE HOURLY RATE = $		$52.86			**$164.53**
Senior Survey Technician	Ryan Leath	$32.29	100%				
		AVERAGE HOURLY RATE = $		$32.29			**$100.51**
Secretary/Clerical	Sharon Adkins	$24.70	100%				
		AVERAGE HOURLY RATE = $		$24.70			**$76.88**
Party Chief	Robert Hancock	$26.22	100%				
		AVERAGE HOURLY RATE = $		$26.22			**$81.61**
Instrument Man	Steeve Vernet	$21.00	50%				
	Jaime Gutierrez	$20.62	50%				
		AVERAGE HOURLY RATE = $		$20.81			**$64.77**
Rodman	Zachary Smith	$18.50	100%				
		AVERAGE HOURLY RATE = $		$18.50			**$57.58**
Lead Utility Locator	Ryan Newell	$22.95	100%				
		AVERAGE HOURLY RATE = $		$22.95			**$71.43**
SUE Technician 2	Kevin Banaghan	$19.00	100%				
		AVERAGE HOURLY RATE = $		$19.00			**$59.14**
SUE Technician 1	Brian Crownover	$16.97	100%				
		AVERAGE HOURLY RATE = $		$16.97			**$52.82**

NV5

Proposed Staff

NV5, Inc.

Polk County RFP 22-242

FDOT Standard Job Classifications	Position		Average Rates			Loaded Rates
Two Person Crew	SUR Party Chief	$26.22				
	SUR Survey Technician 3	$20.81				
	AVERAGE HOURLY RATE = $		$47.03			**$146.39**
Three Person Crew	SUR Party Chief	$26.22				
	SUR Survey Technician 3	$20.81				
	SUR Survey Technician 2	$18.50				
	AVERAGE HOURLY RATE = $		$65.53			**$203.97**
Four Person Crew	SUR Party Chief	$26.22				
	SUR Survey Technician 3	$20.81				
	SUR Survey Technician 2	$18.50				
	SUR Survey Technician 2	$18.50				
	AVERAGE HOURLY RATE = $		$84.03			**$261.55**
Five Person Crew	SUR Party Chief	$26.22				
	SUR Survey Technician 3	$20.81				
	SUR Survey Technician 3	$20.81				
	SUR Survey Technician 2	$18.50				
	SUR Survey Technician 2	$18.50				
	AVERAGE HOURLY RATE = $		$104.84			**$326.32**
Two Person SUE Designating Crew	SUR SUE Technician 3	$22.95				
	SUR SUE Technician 2	$19.00				
	AVERAGE HOURLY RATE = $		$41.95			**$130.57**
Three Person SUE Designating Crew	SUR SUE Technician 3	$22.95				
	SUR SUE Technician 2	$19.00				
	SUR SUE Technician 1	$16.97				
	AVERAGE HOURLY RATE = $		$58.92			**$183.39**
Two Person SUE Locating Crew	SUR SUE Technician 3	$22.95				
	SUR SUE Technician 2	$19.00				
	AVERAGE HOURLY RATE = $		$41.95			**$130.57**
Three Person SUE Locating Crew	SUR SUE Technician 3	$22.95				
	SUR SUE Technician 2	$19.00				
	SUR SUE Technician 1	$16.97				
	AVERAGE HOURLY RATE = $		$58.92			**$183.39**
Four Person SUE Locating Crew	SUR SUE Technician 3	$22.95				
	SUR SUE Technician 2	$19.00				
	SUR SUE Technician 2	$19.00				
	SUR SUE Technician 1	$16.97				
	AVERAGE HOURLY RATE = $		$77.92			**$242.53**

1.0000	Base
1.7066	Overhead
0.40599	x Operating Margin 15%
3.11259	**Multiplier**

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Subcontractor Services	Actual Costs
2.	Travel & Mileage Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).
3.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026 2/18/2026

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

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

PRODUCER	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600
CONTACT NAME:	Lockton Technical Services
PHONE (A/C, No, Ext):	(404) 460-3600
FAX (A/C, No):	
E-MAIL ADDRESS:	NV5Certs@lockton.com
INSURED 1491108	NV5, Inc. 6200 Lee Vista Blvd STE 400 Orlando FL 32822

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Navigators Specialty Insurance Company	36056
INSURER C : Twin City Fire Insurance Company	29459
INSURER D : National Fire and Marine Insurance Co	20079
INSURER E : Everest Indemnity Insurance Company	10851
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20560445 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	21 CSE S88600	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	21 CSE S88601	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ $0	N	N	GA25UMRZ0HBL9IC	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	22 WB BR9RZL	5/1/2025	5/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E D A	Excess Liab Prof/Poll Liab Bus Per Prop	N	N	XC9EX00437-251 42-EPP-321328-04 22UUNBL5R2L	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	Ea Claim/Agg $10M/$10M Ea Claim/Agg $10M/$20M Limit $23,515,383	

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

RE: Polk County Contract 2022-093 Professional Engineering Services Roads and Drainage – (NV5#22012.4F) Old Haines City/Lake Alfred Road 2022-093. Polk County is Additional Insured on General Liability and Auto Liability, on a Primary and Non-Contributory Basis, if required by written contract. Waiver of Subrogation applies in favor of additional insured as required by written contract as respect to General Liability, Auto Liability and Workers Compensation, subject to terms, conditions and exclusions where applicable by state law.

CERTIFICATE HOLDER

20560445
Polk County
A Political Subdivision of the State of Florida
PO Box 9005, Drawer AS05
Bartow, FL 33831

CANCELLATION See Attachments

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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Polk County

Board of County Commissioners

Agenda Item R.20. 5/5/2026

SUBJECT

Adopt a Resolution Setting Speed Limits on Ashford Drive, Lobelia Drive, and Vervain Avenue, within the Holly Hill Estates Subdivision, near Davenport. ($619.09 one-time expense)

DESCRIPTION

The Roads & Drainage Division received a request from a representative of the Holly Hill Estates subdivision to post speed limits within the subdivision. In researching the request, the Roads & Drainage Division discovered that a Resolution establishing speed limits for the subdivision roads could not be located and may not exist. Holly Hill Estates is located in the Davenport area in S-30, T-26S, R-27E, and its roads are classified as Local Residential roads.

Staff conducted traffic studies within Holly Hill Estates, as outlined in Section 316.189 of the Florida Statutes, and investigated the five-year crash history. It was subsequently determined that postings of 20 M.P.H. are reasonable for these roads. To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the proposed speed limits.

RECOMMENDATION

Request Board adopt the associated Resolution to establish the proposed speed zones for Ashford Drive, Lobelia Drive, and Vervain Avenue, within the Holly Hill Estates Subdivision. Cost for installation of signs is estimated at $619.09.

FISCAL IMPACT

Funds are budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Polk County Roads & Drainage Division conducted speed studies on the following County maintained Local Residential roads:

Ashford Drive (Road Number 673001); from Lobelia Drive to Vervain Avenue, and

Lobelia Drive (Road Number 673005); from Vervain Avenue to Ashford Drive, and

Vervain Avenue (Road Number 673003) from Lobelia Drive to Holly Hill Grove Road 2, and

WHEREAS said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that postings of 20 M.P.H. are reasonable, and

WHEREAS under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Ashford Drive to be posted 20 m.p.h. from Lobelia Drive to Vervain Avenue; and Lobelia Avenue to be posted 20 m.p.h. from Vervain Avenue to Ashford Drive; and Vervain Avenue to be posted 20 m.p.h. from Lobelia Drive to Holly Hill Grove Road 2.

Adopted in Regular Session duly assembled this 5th May 2026.

Attest:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

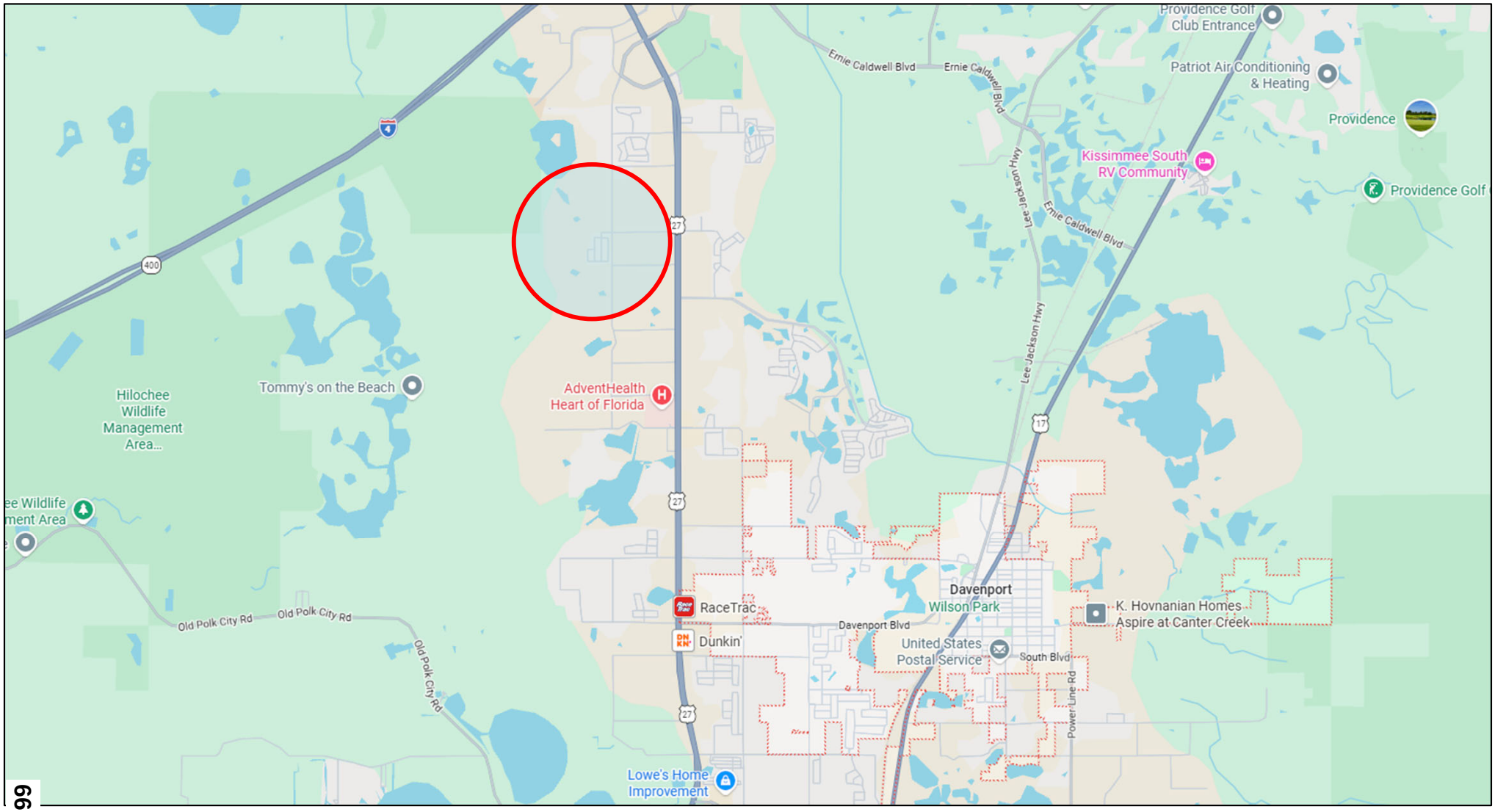
Board of County Commissioners
Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair

Holly Hill Estates (Davenport Area)

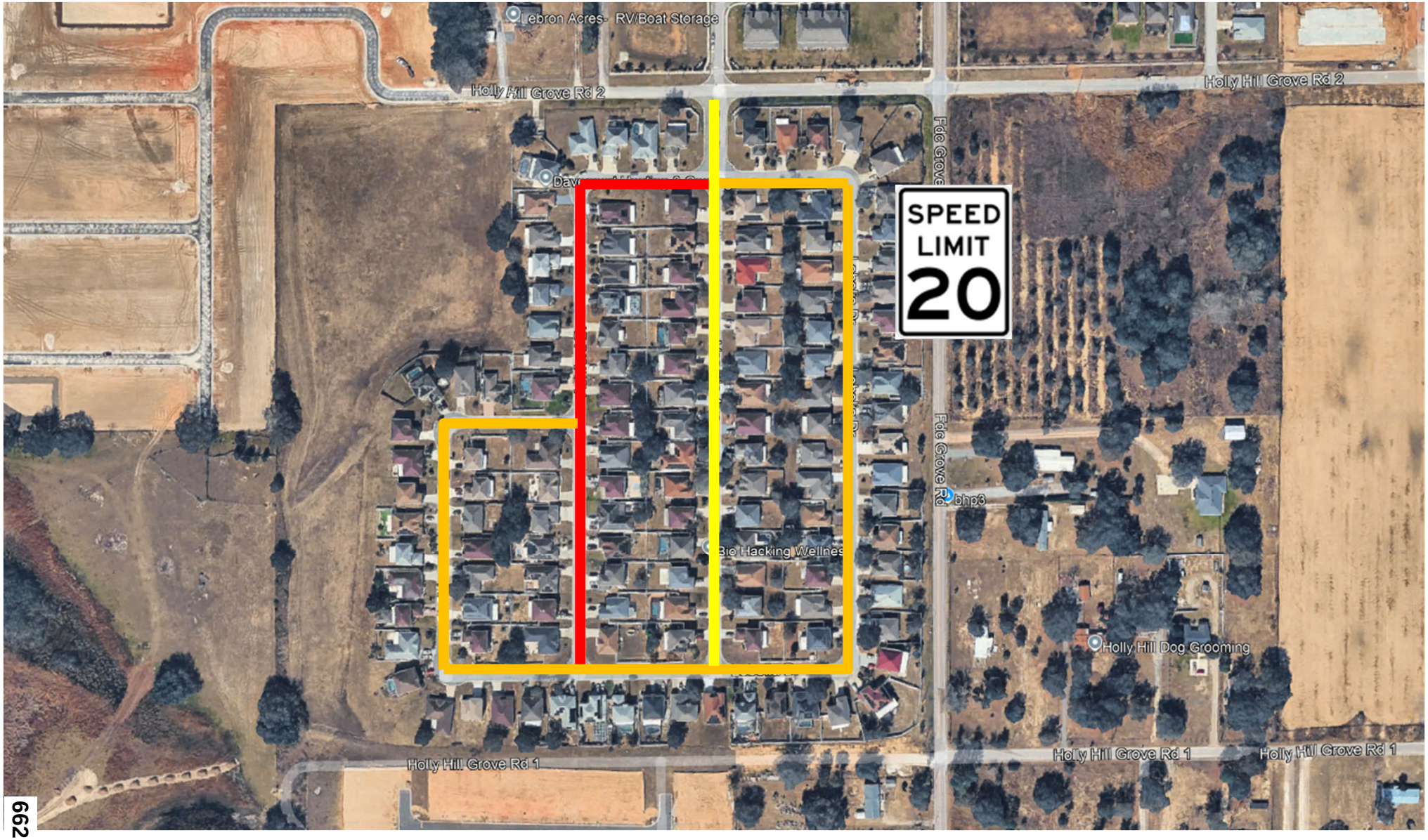
Request for Speed Limit Posting

Vicinity Map



Holly Hill Estates (Davenport Area)

Request for Speed Limit Posting



662

POLK COUNTY TRANSPORTATION DIVISION

SPEED STUDY

ROAD DESCRIPTION

Road Name	Ashford Dr			**Road Number**	673001
Section	30	**Township**	26 S	**Range**	27 E
Commission District	4	**Maintenance Unit**	R4	**Functional Classification**	LR
From	Lobelia Dr	**Node**	N/A	**Mile Post**	N/A
To	Vervain Ave	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	102122	**Internal Request**		**External Request**	✓
New Posting	✓	**Speed Adjustment**			

External Agency Name (If Applicable)

Problem Statement:
Polk County received a request from an area resident to post speed limits within Holly Hill Estates.

TEST RUN SPEEDS

Test Run Speed #1 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #2 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #3 in M.P.H.	None	**Comments:**	85th Percentile

ROADWAY ALIGNMENT

Number of Hills	0	**Number of Curves**	0	**Number of Turns**	1
Lane Width (ft)	10	**Number of Lanes**	2	**Shoulder Width (ft)**	0
Number of School Zones	None	**Posted Speed of School Zones**	None	**Pavement Condition**	Good
Number of Intersections	3	**Sight Distance of Intersections**	Adequate		
Number of Driveways	34	**Sight Distance of Driveways**	Adequate		
Number of Stop Signs	2	**Number of Signals**	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	None				
Proposed Speed Limit Posting (M.P.H.)	20				
From Mile Post	0.000				
To Mile Post	0.230				

Notes:
Traffic Data was collected at one location within the subdivision. The 85th percentile speed was 22 mph. The proposed posting considers the 85th percentile speed.

Review conducted by	Holly Toley & Andrew Jones	**Date**	4/13/2026
Entered by	Steve Logan	**Date**	4/17/2026
Concurred/authorized by Traffic Engineer	Amy J. Gregory, P.E.		
Signature		**Date**	04/20/26

POLK COUNTY TRANSPORTATION DIVISION

SPEED STUDY

ROAD DESCRIPTION

Road Name	Lobelia Dr			**Road Number**	673005
Section	30	**Township**	26 S	**Range**	27 E
Commission District	4	**Maintenance Unit**	R4	**Functional Classification**	LR
From	Vervain Ave	**Node**	N/A	**Mile Post**	N/A
To	Ashford Dr	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	102123	**Internal Request**		**External Request**	✓
New Posting	✓	**Speed Adjustment**			

External Agency Name (If Applicable)

Problem Statement:
Polk County received a request from an area resident to post speed limits within Holly Hill Estates.

TEST RUN SPEEDS

Test Run Speed #1 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #2 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #3 in M.P.H.	None	**Comments:**	85th Percentile

ROADWAY ALIGNMENT

Number of Hills	0	**Number of Curves**	0	**Number of Turns**	4
Lane Width (ft)	10	**Number of Lanes**	2	**Shoulder Width (ft)**	0
Number of School Zones	None	**Posted Speed of School Zones**	None	**Pavement Condition**	Good
Number of Intersections	4	**Sight Distance of Intersections**	Adequate		
Number of Driveways	70	**Sight Distance of Driveways**	Adequate		
Number of Stop Signs	2	**Number of Signals**	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	None				
Proposed Speed Limit Posting (M.P.H.)	20				
From Mile Post	0.000				
To Mile Post	0.520				

Notes:
Traffic Data was collected at one location within the subdivision. The 85th percentile speed was 22 mph. The proposed posting considers the 85th percentile speed.

Review conducted by	Holly Toley & Andrew Jones	**Date**	4/13/2026
Entered by	Steve Logan	**Date**	4/17/2026
Concurred/authorized by Traffic Engineer	Amy J. Gregory, P.E.		
Signature		**Date**	04/20/26

POLK COUNTY TRANSPORTATION DIVISION

SPEED STUDY

ROAD DESCRIPTION

Road Name		Vervain Ave		**Road Number**	673003
Section	30	**Township**	26 S	**Range**	27 E
Commission District	4	**Maintenance Unit**	R4	**Functional Classification**	LR
From	Lobelia Dr	**Node**	N/A	**Mile Post**	N/A
To	Holly Hill Grove Rd 2	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**102124**	**Internal Request**		**External Request**	✓
New Posting	✓	**Speed Adjustment**			

External Agency Name (If Applicable)

Problem Statement:
Polk County received a request from an area resident to post speed limits within Holly Hill Estates.

TEST RUN SPEEDS

Test Run Speed #1 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #2 in M.P.H.	None	**Comments:**	85th Percentile
Test Run Speed #3 in M.P.H.	None	**Comments:**	85th Percentile

ROADWAY ALIGNMENT

Number of Hills	0	**Number of Curves**	0	**Number of Turns**	0
Lane Width (ft)	10	**Number of Lanes**	2	**Shoulder Width (ft)**	0
Number of School Zones	None	**Posted Speed of School Zones**	None	**Pavement Condition**	Good
Number of Intersections	3	**Sight Distance of Intersections**	Adequate		
Number of Driveways	30	**Sight Distance of Driveways**	Adequate		
Number of Stop Signs	2	**Number of Signals**	0		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	None				
Proposed Speed Limit Posting (M.P.H.)	20				
From Mile Post	0.000				
To Mile Post	0.210				

Notes:
Traffic Data was collected at one location within the subdivision. The 85th percentile speed was 22 mph. The proposed posting considers the 85th percentile speed.

Review conducted by	Holly Toley & Andrew Jones	**Date**	4/13/2026
Entered by	Steve Logan	**Date**	4/17/2026
Concurred/authorized by Traffic Engineer	Amy J. Gregory, P.E.		
Signature		**Date**	04/20/26

Agenda Item R.21. 5/5/2026

SUBJECT

Adopt a Resolution Setting Parking Restrictions on Pilchard Drive, near Poinciana. ($233.11 one-time expense)

DESCRIPTION

The Roads & Drainage Division has received a request from an area resident to restrict parking on Pilchard Drive. Pilchard Drive is located in the Poinciana area in S-3, T-28S, R-28E, and is classified as a Local Residential road.

Staff conducted parking studies along Pilchard Drive to analyze this request and determined that vehicles are being parked in front of a vacant lot, creating roadway and right-of-way damage issues.

Pursuant to FS 316.008, the Board of County Commissioners is vested with the authority to set parking restrictions on County roadways. Additionally, the posting of the requested restrictions will promote public safety and assist the Polk County Sheriff's Office in their enforcement efforts.

To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the parking restrictions.

RECOMMENDATION

Request Board adopt the associated Resolution to establish parking restrictions for Pilchard Drive. Estimated cost for installation of the signs is $233.11.

FISCAL IMPACT

Funds are budgeted in the FY 25/26 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
863.535.2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
863.535.2200

RESOLUTION NO.: _____

WHEREAS, the Polk County Roads & Drainage Division conducted parking studies on the following County-maintained Local Residential road:

Pilchard Drive (Road Number 880357); from Mullet Road to Mullet Road, Located in S-3, T-28S, R-28E, and

WHEREAS, said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that the parking of vehicles in this location creates maintenance concerns, and

WHEREAS, under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to restrict parking on County maintained roads.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Pilchard Drive (east leg) to be posted “No Parking, Stopping or Standing” on the east side from 175 feet south of Mullet Road to 100 feet south of Mullet Road.

Adopted in Regular Session duly assembled this 5th day of May 2026.

Attest:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

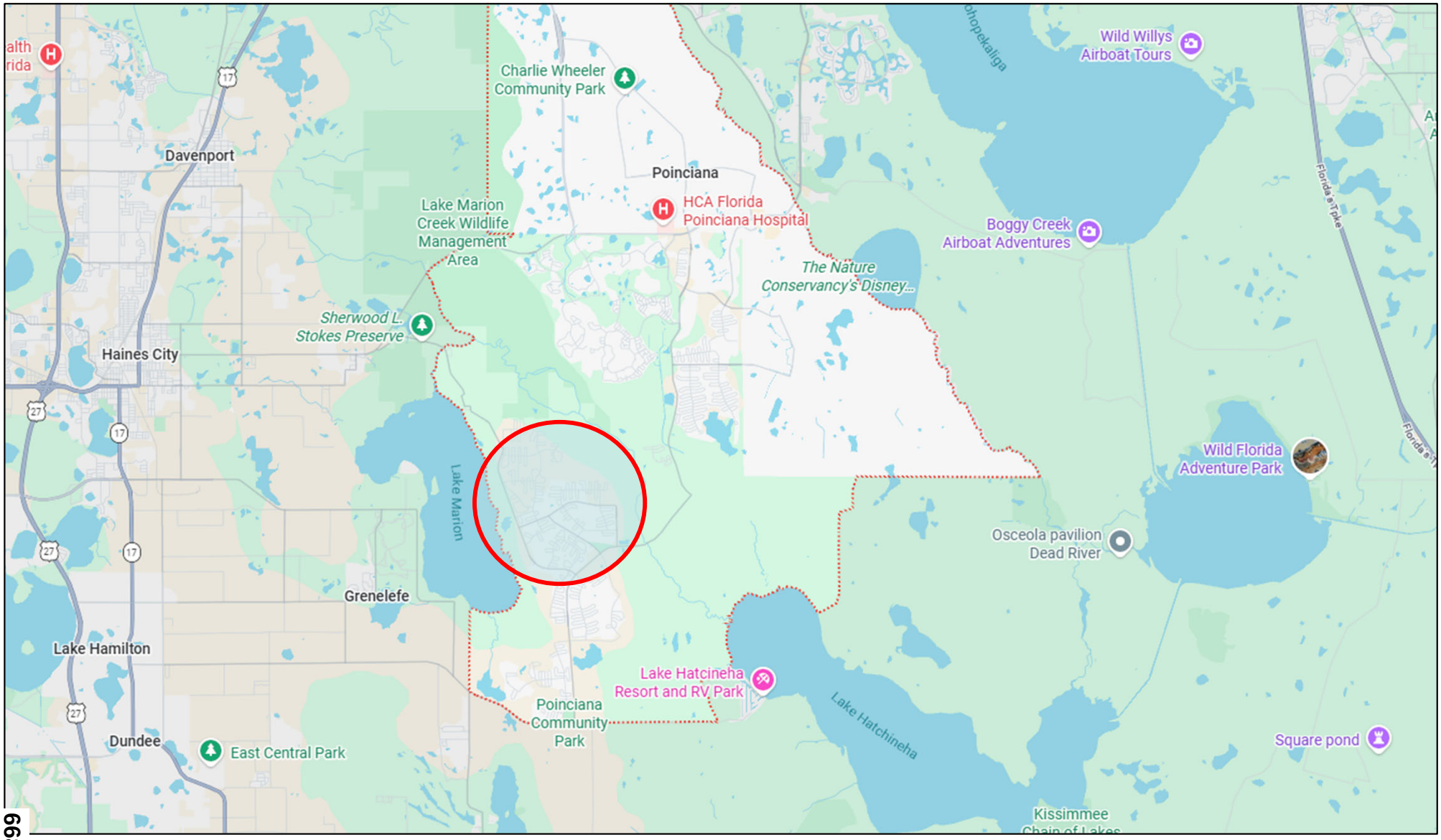
Board of County Commissioners
Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair

Pilchard Dr (Poinciana Area)

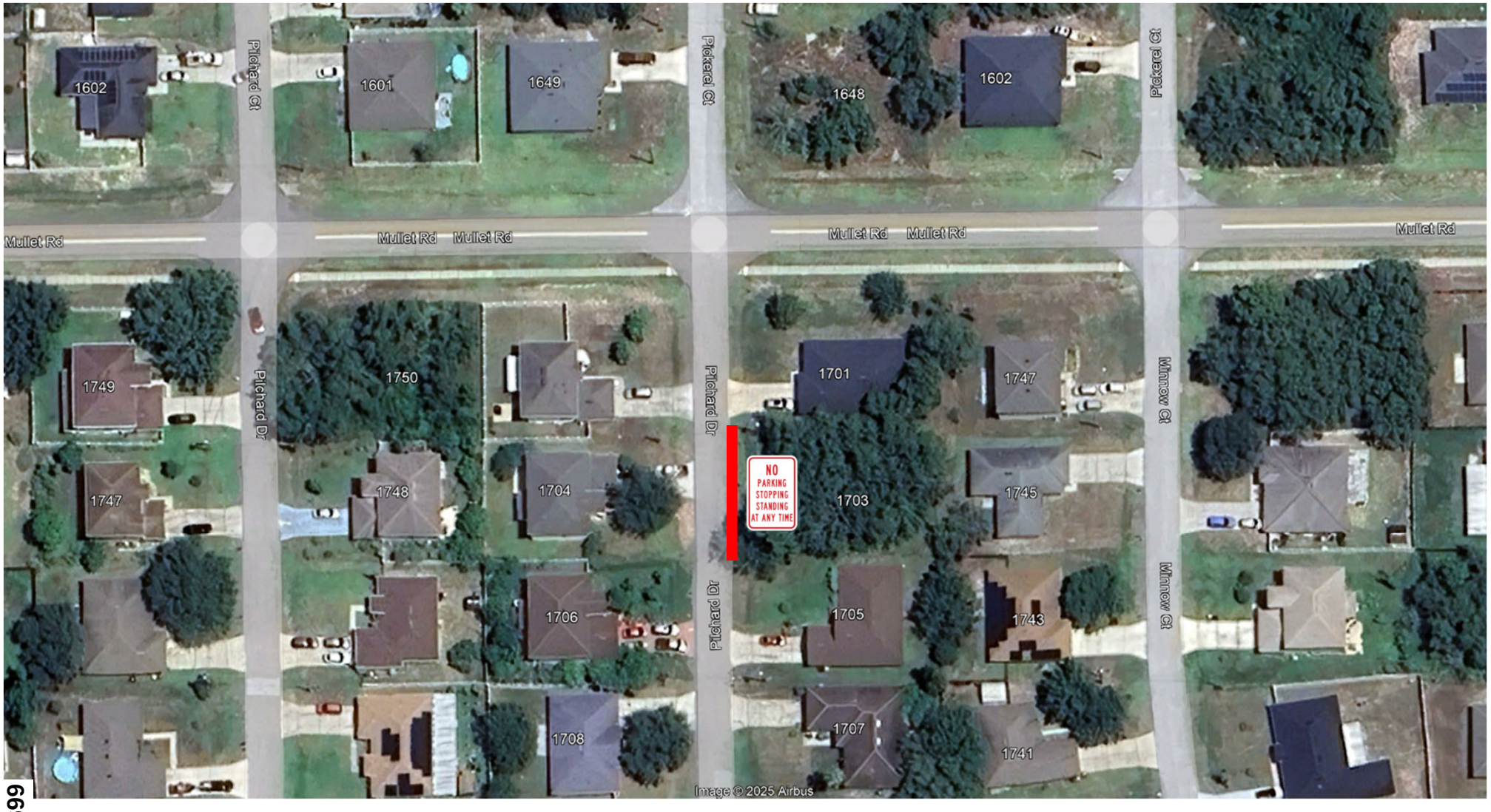
Request for Parking Restriction

Vicinity Map



Pilchard Dr (Poinciana Area)

Request for Parking Restriction



669

POLK COUNTY

POLK COUNTY ROADS & DRAINAGE DIVISION
NO PARKING, STOPPING OR STANDING REQUEST

ROAD DESCRIPTION

Name	Pilchard Dr			**Number**	880357
Section	3	**Township**	28 S	**Range**	28 E
Commission District	4	**Maintenance Unit**	R4	**Functional Classification**	LR
From	Mullet Rd	**Node**	N/A	**Mile Post**	N/A
To	Mullet Rd	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**104753**	**Internal Request**		**External Request**	✓
External Agency Name (If Applicable)					

Problem Statement:
Area resident requests parking restriction due to maintenance issues being caused by the parking of vehicles.

REQUEST FOR POSTING

No Parking	✓	**No Stopping**	✓	**No Standing**	✓
Direction of road	North-South	**Findings:** Roads & Drainage has verified that the parking of vehicles in this area creates potential maintenance concerns. Recommend signs be posted restricting parking on the east side of the street (east leg) from 175' south of Mullet Rd to 100' south of Mullet Rd.			
Which side of road	East				
Distance in feet	75				

PICTURES OF LOCATION





Review conducted by	Steve Logan	**Date**	4/17/2026
Entered by	Steve Logan	**Date**	4/17/2026
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.	**Date**	04/20/26
Signature			

Agenda Item R.22. 5/5/2026

SUBJECT

Approve recommended alignment alternative for the County Road 557 Widening Project - South Segment Addition (No fiscal impact).

DESCRIPTION

The County Road 557 Widening Project - South Segment Addition is a proposed four lane roadway alignment located in North-Central Polk County near the City of Lake Alfred. The corridor limits are from the intersection of US 17/92 (Shinn Boulevard) and W Alfred St. (approximately 0.2 miles).

On December 26, 2018, the Board approved Consulting Service Agreement (CSA) #18-73 with Dewberry Engineers, Inc. (Consultant) for the purpose of providing professional services in connection with the CR 557 Widening Project including developing and evaluating alternative roadway design and alignment, recommending a preferred alignment, and preparing preliminary roadway plans for widening of CR 557.

On December 6, 2022, the BoCC approved Amendment #2 to the CSA, to engage the Consultant to develop and evaluate alternative roadway design and alignments, provide a recommendation, and prepare preliminary and final plans for improvements to the CR 557 and U 92 intersection in Lake Alfred.

The recommended alignment was selected after the Consultant evaluated two viable alternative routes (one following the existing alignment, and one providing a 90-degree intersection with US 92) to identify the most feasible and cost-effective alternative. After considering the two alternative routes, environmental factors, costs, long range planning, and safety considerations, the recommended alignment is following the existing alignment of CR 557 from US 92 to W. Alfred St.

RECOMMENDATION

Request Board adopt the resolution approving the recommended alignment for the County Road 557 Widening Project - South Segment Addition project.

FISCAL IMPACT

No fiscal impact with approval of the recommended alignment.

CONTACT INFORMATION

Klayton Fees, Project Manager, P.E.
Project Management Section

(863) 535-2281

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO: _____

RESOLUTION APPROVING ALIGNMENT

County Road 557 – South Segment Addition

WHEREAS, the Polk County Board of County Commissioners ("Board"), after being fully informed on the matter and upon proper consideration, has previously authorized improvements for the widening of County Road 557 Widening ("Project") as part of the Capital Improvement Program (CIP); and

WHEREAS, the alignment study attached hereto as "Exhibit A" has been completed for the Project; and

WHEREAS, the alignment study was conducted to develop route alternatives and determine the preferred alignment for the Project; and

WHEREAS, prior to this Board approving the preferred alignment for the South Segment addition of County Road 557 as recommended in "Exhibit A", this Board considered several factors including, without limitation, alternative routes, environmental impact, costs, long range planning, and safety; and

WHEREAS, this Board, after proper consideration, makes the following findings for the alignment recommended in "Exhibit A":

A. ALTERNATIVE ROUTE: The Board of County Commissioners considered various alternatives, the costs thereof, and projected improvements to the levels of service before approving the recommended alignment for this Project which provides the best alignment for the existing and future roadway.

B. ENVIRONMENTAL FACTORS: Necessary permits will be submitted to appropriate permitting agencies. The recommended alignment will have minimized adverse impacts to the environment and it is anticipated that no substantial environmental impacts will result from this recommended alignment.

C. COSTS: The recommended alignments are cost effective within the required designed criteria.

D. LONG RANGE PLANNING: The recommended alignment is consistent with the long range plan for Polk County and is part of the CIP previously adopted by the Board, and it complements prior improvements made by and future improvements planned by Polk County;

E. SAFETY CONSIDERATIONS: The recommended alignment improves traffic safety by allowing the addition of travel lanes, drainage, curbs, gutters, sidewalks and/or bike lanes to the existing corridor.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, in regular session duly assembled, find that the above stated recitals are true and correct and are incorporated herein. The Board of County Commissioners of Polk County, Florida after due consideration hereby approves the recommended alignment in "Exhibit A" for the widening of County Road 557 – South Segment addition. Deviations to the alignment may be made as needed to address engineering and construction issues that may arise during the engineering and construction of this project.

This Resolution shall be effective upon adoption.

PASSED AND CERTIFIED AS TO PASSAGE this 5th day of May, 2026.

ATTEST: Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

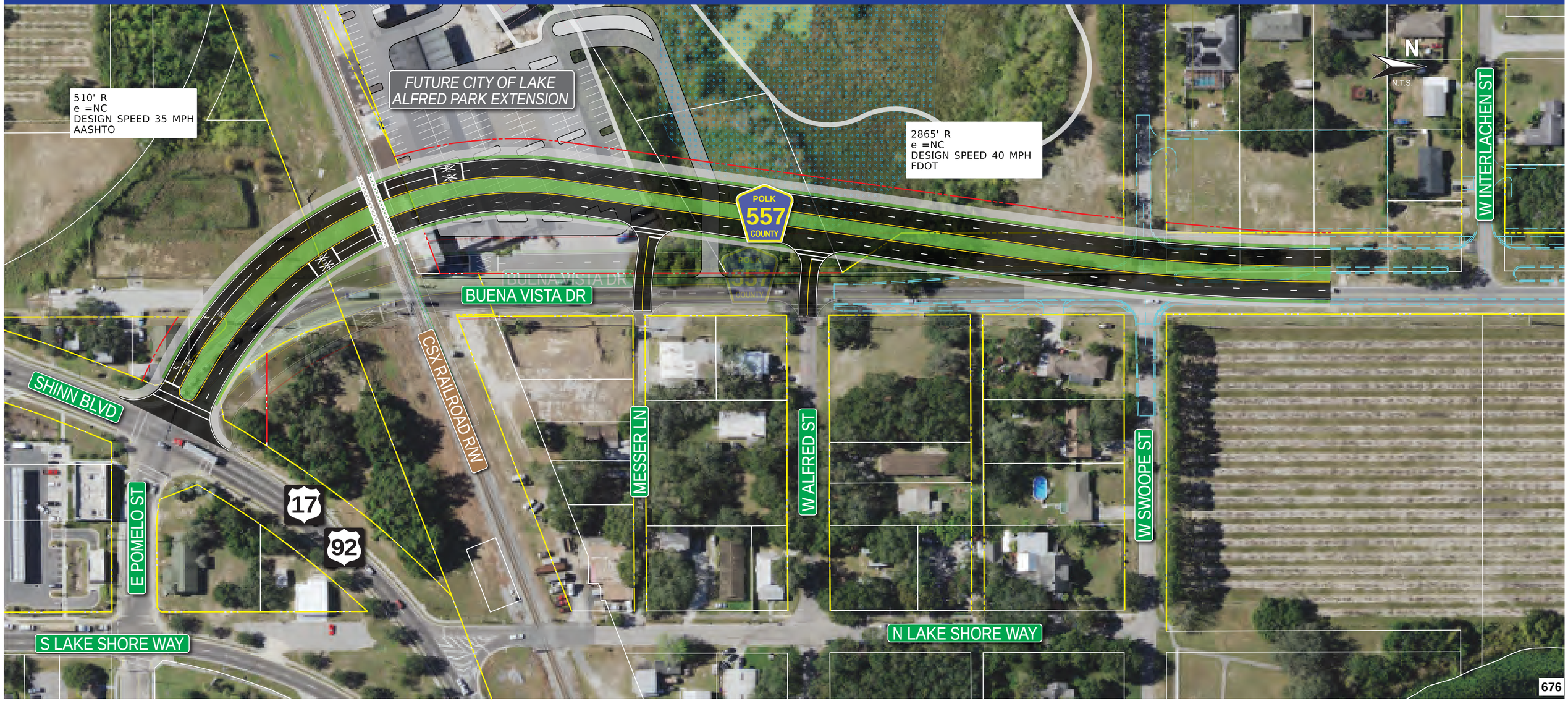
POLK COUNTY, FLORIDA
Board of County Commissioners

By: _____
Martha Santiago, Chairman

COUNTY ROAD 557 (BUENA VISTA DRIVE) - *OPTION 2*



COUNTY ROAD 557 (BUENA VISTA DRIVE) - *OPTION 2*



Polk County

Board of County Commissioners

Agenda Item R.23. 5/5/2026

SUBJECT

Adopt Resolution designating the County Manager as the Authorized Agent to accept or execute Hazard Mitigation Grant Program 4834-(118) Polk County, Environmental Loop South Generator.

DESCRIPTION

Polk County Solid Waste is in the process of applying for funds through the Hazard Mitigation Grant Program for a portable generator which will be used to power leachate extraction pumps at North Central Landfill during power outages.

RECOMMENDATION

Adopt Resolution designating the County Manager as the Authorized Agent to accept or execute Hazard Mitigation Grant Program 4834-(118), Polk County, Environmental Loop South Generator.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
863-534-4319

RESOLUTION 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, DELGATING THE COUNTY'S AUTHORIZING AGENT AUTHORITY FOR HAZARD MITIGATION GRANT PROGRAM, 4834-(118) POLK COUNTY, ENVIRONMENTAL LOOP SOUTH, GENERATOR, TO THE COUNTY MANAGER

WHEREAS, Polk County (the "County") is in the process of applying for a grant (the "Grant") through the Hazard Mitigation Grant Program to obtain funds which the County will use to pay a portion of the costs for a portable generator which the County will use to power leachate extraction pumps at its North Central Landfill during power outages; and

WHEREAS, to facilitate the Grant application and acceptance processes, the Board of County Commissioners has determined it expedient to delegate the County's Grant Authorizing Agent authority to its County Manager;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AT ITS DULY NOTICED REGULAR MEETING CONDUCTED APRIL 21, 2026, THAT:

1. The Board hereby designates the County Manager as the County's Authorizing Agent for the Hazard Mitigation Grant Program for 4834-(118) Polk County, Environmental Loop South, Generator, delegating to the County Manager all Authorizing Agent authority to sign all documents on behalf of the County which are necessary to apply for, accept, and execute the Grant.
2. This Resolution shall be effective upon its adoption.

ADOPTED THIS 21ST DAY OF APRIL, 2026.

ATTEST:

STACY M. BUTTERFIELD, Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed. D., Chair

Agenda Item R.24. 5/5/2026

SUBJECT

Approve, and ratify County Manager's prior execution of the Commitment of Match Donation (Appendix H), related to Criminal Justice Mental Health Substance Abuse (CJMHSA) Reinvestment Grant, for space utilized by Tri-County Human Services, Inc. within the Polk Sheriff Central County and Frostproof jail facilities. (No fiscal impact)

DESCRIPTION

Match donation will be in-kind (a value of $2,160,000) for office and behavioral health service space (approx. 2,000 sq ft) that is required in the jail space for male and female inmates located at the Polk Sheriff Central County and Frostproof jail facilities.

Match requirement is 100% of the $400,000 per year for the three-year grant period.

RECOMMENDATION

Approve, and ratify County Manager's prior execution of the Commitment of Match Donation (Appendix H), related to CJMHSA Reinvestment Grant, for space utilized by Tri-County Human Services, Inc. within the Polk Sheriff Central County and Frostproof jail facilities.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Andria McDonald, Executive Director, Office of Business Affairs
Polk County Sheriff's Office
863-298-6604
amcdonald@polksheriff.org

Donn VanStee, Executive Director
Tri-County Human Services, Inc.
863-709-9392 ext. 1238
dvanstee@TCHSonline.org

APPENDIX H- COMMITMENT OF MATCH DONATION FORMS

(FOR THE ENTIRE GRANT PERIOD)

TO: (name of county) Polk County, Fl

FROM: (donor name) Polk County Sheriff

ADDRESS: 1891 Jim Keene Blvd
Winter Haven, Fl 33880

The following X space, ___ equipment, ___ goods or supplies, and ___ services, are donated to the County _____ permanently (title passes to the County) X temporarily (title is retained by the donor), for the period 7/1/2026 to 6/30/2029

Description and Basis for Valuation (See next page)

Description	Value
(1) Staff office space	$2,160,000.00
(2)	$
(3)	$
(4)	$
	TOTAL VALUE $2,160000.00

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

andrea mcdonald 4/21/26 4/22/2026

(Donor Signature) (Date) (County Designee Signature) (Date)

Appendix I - MATCH SUMMARY

(for the entire grant period)

Date - April ____, 2026

County - Polk

Type of Grant - CJMHSA Reinvestment Grant

Match Requirement Percentage - 100%

Total Match Required for the Grant $ _____

Match Committed:

Cash	$ _____
In-Kind	$ 2,160,000.00
Total	$ _____

Comments:
Match will be in-kind for office, and behavioral health service space, is required in the jail for space for male and female inmates located at the Polk Sheriff Central County and Frostproof jail faciities. Match requirement is 100% of the $400,000 per year for the three year grant period of time.
Office space is approximately 2,000 sq. ft.

Prepared By Tri-County Human Services, Inc.

Approved By Andrea McDonald

Agenda Item R.25. 5/5/2026

SUBJECT

APPROVE Resolution and First Amendment to Performance Agreement to amend Exemption Period of Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project POMELO - Corporate IT Headquarters Expansion) (No fiscal impact)

DESCRIPTION

On September 3, 2024, the Board adopted Ordinance No. 2024-055 establishing an exemption from certain ad valorem taxation for an expanding business, Publix Super Markets, Inc., in Polk County related to its corporate IT headquarters expansion known as Project Pomelo. The County and the company also entered into a related Ad Valorem Tax Exemption Performance Agreement on the same date to ensure the company's fulfillment of its obligations under the Ordinance. The Exemption Period, as defined in both the Ordinance and the Performance Agreement, was to run for ten (10) years, from Tax Year 2026 through Tax Year 2035.

Due to unforeseen construction delays, Publix Super Markets, Inc. has requested that its Exemption Period be delayed by one (1) year, to commence in Tax Year 2027 and run through Tax Year 2036.

Pursuant to Resolution 2022-128, the Board has sole discretion whether to grant a one-time request of a Qualified Business to modify the start date of its Exemption Period. If granted, such modification may be approved by Board resolution.

RECOMMENDATION

(1) Adopt resolution amending the Exemption Period for Publix Super Markets, Inc. (Project POMELO - Corporate IT Headquarters Expansion) in connection with its Ad Valorem Tax Exemption under Ord. 2024-055; and (2) approve, and authorize the Chair to execute, the related first amendment to the performance agreement between the parties.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard, Deputy County Attorney

863-534-6437

FIRST AMENDMENT TO

AD VALOREM TAX EXEMPTION PERFORMANCE AGREEMENT BETWEEN POLK COUNTY AND PUBLIX SUPER MARKETS, INC.

(PROJECT POMELO – CORPORATE IT HEADQUARTERS EXPANSION)

THIS FIRST AMENDMENT ("Amendment") is hereby entered into effective as of the date last executed (the "Effective Date") by and between Polk County, a political subdivision of the State of Florida (the "County"), and Publix Super Markets, Inc., a Florida corporation ("Publix").

WHEREAS, the County and Publix entered into that certain Ad Valorem Tax Exemption Performance Agreement dated September 3, 2024 (the "Agreement") in connection with the Publix Corporate IT Headquarters Expansion Economic Development Ad Valorem Tax Exemption Ordinance approved by the County on the same date (Ord. No. 24-055, referred to hereinafter as the "Ordinance"); and

WHEREAS, the Exemption Period was initially defined in the Ordinance as ten (10) tax years commencing with Tax Year 2026 through Tax Year 2035; and

WHEREAS, Publix has requested, and the County has agreed, to amend the dates of the Exemption Period; and

WHEREAS, the Exemption Period has been amended by the County on even date herewith via adoption of a resolution in accordance with Polk County Ordinance 2022-069 and Resolution 2022-128, and the parties desire to similarly amend the Agreement to accurately reflect the ten-year period in which the exemption should apply.

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

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

2. Section 3.c. of the Agreement is hereby amended to replace the definition of "Exemption Period" as follows: "ten (10) tax years commencing with Tax Year 2027 through Tax Year 2036."

3. The Agreement, as amended by this First Amendment, continues in full force and effect.

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

ATTEST:
STACY M. BUTTERFIELD
CLERK

By: _____
DEPUTY CLERK

Date signed by Chairman: _____

COUNTY:
POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

WITNESSES:

By: _____
Mark LeVine
Print Name

By: _____
Derek Bryan
Print Name

PUBLIX SUPER MARKETS, INC., a Florida corporation

By: _____

Print Name: Chris Mesa

Title: VP+Controller

Date: 4/20/26

Reviewed as to form and legal sufficiency:

_____ 4/22/26
County Attorney's Office Date

RESOLUTION NO. 2026-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, AMENDING THE EXEMPTION PERIOD OF THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR PUBLIX SUPER MARKETS, INC. (PROJECT POMELO); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1. This Resolution is adopted pursuant to the Polk County Master Economic Development Ad Valorem Tax Exemption Ordinance (Ordinance 2022-069), Resolution No. 2022-128, Article VII, Section 3, Florida Constitution, Section 196.1995, Florida Statutes, the Polk County Home Rule Charter, and other applicable provisions of law.

SECTION 2. The Polk County Board of County Commissioners (the "Board") previously adopted on September 3, 2024, Ordinance No. 2024-055, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (the "Publix POMELO Exemption") related to the company's corporate information technology expansion.

SECTION 3. Under the Publix POMELO Exemption, qualifying real property improvements and tangible personal property owned or operated by Publix will receive an exemption from certain ad valorem taxation for a specified Exemption Period.

SECTION 4. The Exemption Period, as initially defined, was to commence in Tax Year 2026 and run through Tax Year 2035; however, due to various construction delays, Publix has requested to amend the dates of the Exemption Period to commence in Tax Year 2027 and run through Tax Year 2036.

SECTION 5. Pursuant to its authority under Ordinance 2022-069 and Resolution No. 2022-128, the Board hereby amends the Exemption Period for the Publix POMELO Exemption, to commence in Tax Year 2027 and run through Tax Year 2036. Accordingly, all provisions of Ordinance No. 2024-055 shall remain valid and in full force and effect through December 31, 2036, unless otherwise sooner terminated by the Board.

SECTION 6. Effective Date. This Resolution shall be deemed effective as of May 5, 2026.

Passed and duly adopted at a regular meeting of the Board of County Commissioners of Polk County, Florida on the 5th day of May, 2026.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair

ATTEST:

Stacy M. Butterfield, CPA, Clerk

By: _____
Deputy Clerk

Agenda Item R.26. 5/5/2026

SUBJECT

APPROVE Resolution and First Amendment to Performance Agreement to amend Exemption Period of Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project RETRO - Corporate Headquarters Expansion) (No fiscal impact)

DESCRIPTION

On July 2, 2024, the Board adopted Ordinance No. 2024-042 establishing an exemption from certain ad valorem taxation for an expanding business, Publix Super Markets, Inc., in Polk County related to its corporate headquarters expansion known as Project Retro. The County and the company also entered into a related Ad Valorem Tax Exemption Performance Agreement on the same date to ensure the company's fulfillment of its obligations under the Ordinance. The Exemption Period, as defined in both the Ordinance and the Performance Agreement, was to run for seven (7) years, from Tax Year 2026 through Tax Year 2032.

Due to unforeseen construction delays, Publix Super Markets, Inc. has requested that its Exemption Period be delayed by one (1) year, to commence in Tax Year 2027 and run through Tax Year 2033.

Pursuant to Resolution 2022-128, the Board has sole discretion whether to grant a one-time request of a Qualified Business to modify the start date of its Exemption Period. If granted, such modification may be approved by Board resolution.

RECOMMENDATION

(1) Adopt resolution amending the Exemption Period for Publix Super Markets, Inc. (Project RETRO - Corporate Headquarters Expansion) in connection with its Ad Valorem Tax Exemption under Ord. 2024-042; and (2) approve, and authorize the Chair to execute, the related first amendment to the performance agreement between the parties.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard, Deputy County Attorney

863-534-6437

FIRST AMENDMENT TO

AD VALOREM TAX EXEMPTION PERFORMANCE AGREEMENT BETWEEN POLK COUNTY AND PUBLIX SUPER MARKETS, INC.

(PROJECT RETRO – CORPORATE HEADQUARTERS EXPANSION)

THIS FIRST AMENDMENT ("Amendment") is hereby entered into effective as of the date last executed (the "Effective Date") by and between Polk County, a political subdivision of the State of Florida (the "County"), and Publix Super Markets, Inc., a Florida corporation ("Publix").

WHEREAS, the County and Publix entered into that certain Ad Valorem Tax Exemption Performance Agreement dated July 2, 2024 (the "Agreement") in connection with the Publix Corporate Headquarters Economic Development Ad Valorem Tax Exemption Ordinance approved by the County on the same date (Ord. No. 2024-042, referred to hereinafter as the "Ordinance"); and

WHEREAS, the Exemption Period was initially defined in the Ordinance as seven (7) tax years commencing with Tax Year 2026 through Tax Year 2032; and

WHEREAS, Publix has requested, and the County has agreed, to amend the dates of the Exemption Period; and

WHEREAS, the Exemption Period has been amended by the County on even date herewith via adoption of a resolution in accordance with Polk County Ordinance 2022-069 and Resolution 2022-128, and the parties desire to similarly amend the Agreement to accurately reflect the seven-year period in which the exemption should apply.

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

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

2. Section 3.c. of the Agreement is hereby amended to replace the definition of "Exemption Period" as follows: "seven (7) tax years commencing with Tax Year 2027 through Tax Year 2033."

3. The Agreement, as amended by this First Amendment, continues in full force and effect.

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

ATTEST:
STACY M. BUTTERFIELD
CLERK

By: _____
DEPUTY CLERK

Date signed by Chairman: _____

COUNTY:
POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

WITNESSES:

By: _____
Mark LeVine
Print Name

By: _____
Derek Bayan
Print Name

PUBLIX SUPER MARKETS, INC., a Florida corporation

By: _____

Print Name: Chris Mesa

Title: VP + Controller

Date: 4/20/26

Reviewed as to form and legal sufficiency:

_____ 4/22/26
County Attorney's Office Date

RESOLUTION NO. 2026-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, AMENDING THE EXEMPTION PERIOD OF THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR PUBLIX SUPER MARKETS, INC. (PROJECT RETRO); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1. This Resolution is adopted pursuant to the Polk County Master Economic Development Ad Valorem Tax Exemption Ordinance (Ordinance 2022-069), Resolution No. 2022-128, Article VII, Section 3, Florida Constitution, Section 196.1995, Florida Statutes, the Polk County Home Rule Charter, and other applicable provisions of law.

SECTION 2. The Polk County Board of County Commissioners (the "Board") previously adopted on July 2, 2024, Ordinance No. 2024-042, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (the "Publix RETRO Exemption") related to the company's corporate headquarters expansion.

SECTION 3. Under the Publix RETRO Exemption, qualifying real property improvements and tangible personal property owned or operated by Publix will receive an exemption from certain ad valorem taxation for a specified Exemption Period.

SECTION 4. The Exemption Period, as initially defined, was to commence in Tax Year 2026 and run through Tax Year 2032; however, due to various construction delays, Publix has requested to amend the dates of the Exemption Period to commence in Tax Year 2027 and run through Tax Year 2033.

SECTION 5. Pursuant to its authority under Ordinance 2022-069 and Resolution No. 2022-128, the Board hereby amends the Exemption Period for the Publix RETRO Exemption, to commence in Tax Year 2027 and run through Tax Year 2033. Accordingly, all provisions of Ordinance No. 2024-042 shall remain valid and in full force and effect through December 31, 2033, unless otherwise sooner terminated by the Board.

SECTION 6. Effective Date. This Resolution shall be deemed effective as of May 5, 2026.

Passed and duly adopted at a regular meeting of the Board of County Commissioners of Polk County, Florida on the 5th day of May, 2026.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair

ATTEST:

Stacy M. Butterfield, CPA, Clerk

By: _____
Deputy Clerk

Agenda Item R.27. 5/5/2026

SUBJECT

APPROVE Resolution and First Amendment to Performance Agreement to amend Exemption Period of Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project RISE - Bakery) (No fiscal impact)

DESCRIPTION

On February 6, 2024, the Board adopted Ordinance No. 2024-009 establishing an exemption from certain ad valorem taxation for an expanding business, Publix Super Markets, Inc., in Polk County related to its Bakery Line expansion known as Project Rise. The County and the company also entered into a related Ad Valorem Tax Exemption Performance Agreement on the same date to ensure the company's fulfillment of its obligations under the Ordinance. The Exemption Period, as defined in both the Ordinance and the Performance Agreement, was to run for six (6) years, from Tax Year 2026 through Tax Year 2031.

Due to unforeseen construction delays, Publix Super Markets, Inc. has requested that its Exemption Period be delayed by one (1) year, to commence in Tax Year 2027 and run through Tax Year 2032.

Pursuant to Resolution 2022-128, the Board has sole discretion whether to grant a one-time request of a Qualified Business to modify the start date of its Exemption Period. If granted, such modification may be approved by Board resolution.

RECOMMENDATION

(1) Adopt resolution amending the Exemption Period for Publix Super Markets, Inc. (Project RISE - Bakery) in connection with its Ad Valorem Tax Exemption under Ord. 2024-009; and (2) approve, and authorize the Chair to execute, the related first amendment to the performance agreement between the parties.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6437

FIRST AMENDMENT TO

AD VALOREM TAX EXEMPTION PERFORMANCE AGREEMENT BETWEEN POLK COUNTY AND PUBLIX SUPER MARKETS, INC.

(PROJECT RISE – BAKERY)

THIS FIRST AMENDMENT ("Amendment") is hereby entered into effective as of the date last executed (the "Effective Date") by and between Polk County, a political subdivision of the State of Florida (the "County"), and Publix Super Markets, Inc., a Florida corporation ("Publix").

WHEREAS, the County and Publix entered into that certain Ad Valorem Tax Exemption Performance Agreement dated February 6, 2024 (the "Agreement") in connection with the Publix Bakery / Project Rise Economic Development Ad Valorem Tax Exemption Ordinance approved by the County on the same date (Ord. No. 2024-009, referred to hereinafter as the "Ordinance"); and

WHEREAS, the Exemption Period was initially defined in the Ordinance as six (6) tax years commencing with Tax Year 2026 through Tax Year 2031; and

WHEREAS, Publix has requested, and the County has agreed, to amend the dates of the Exemption Period; and

WHEREAS, the Exemption Period has been amended by the County on even date herewith via adoption of a resolution in accordance with Polk County Ordinance 2022-069 and Resolution 2022-128, and the parties desire to similarly amend the Agreement to accurately reflect the six-year period in which the exemption should apply.

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

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

2. Section 3.c. of the Agreement is hereby amended to replace the definition of "Exemption Period" as follows: "six (6) tax years commencing with Tax Year 2027 through Tax Year 2032."

3. The Agreement, as amended by this First Amendment, continues in full force and effect.

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

ATTEST:
STACY M. BUTTERFIELD
CLERK

By: _____
DEPUTY CLERK

Date signed by Chairman: _____

COUNTY:
POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

WITNESSES:

By: _____
Mark LeVine
Print Name

By: _____
Derek Egan
Print Name

PUBLIX SUPER MARKETS, INC., a Florida corporation

By: _____

Print Name: Chris Mesa

Title: VP + Controller

Date: 4/20/26

Reviewed as to form and legal sufficiency:

_____ 4/22/26
County Attorney's Office Date

RESOLUTION NO. 2026-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, AMENDING THE EXEMPTION PERIOD OF THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR PUBLIX SUPER MARKETS, INC. (PROJECT RISE); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1. This Resolution is adopted pursuant to the Polk County Master Economic Development Ad Valorem Tax Exemption Ordinance (Ordinance 2022-069), Resolution No. 2022-128, Article VII, Section 3, Florida Constitution, Section 196.1995, Florida Statutes, the Polk County Home Rule Charter, and other applicable provisions of law.

SECTION 2. The Polk County Board of County Commissioners (the "Board") previously adopted on February 6, 2024, Ordinance No. 2024-009, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (the "Publix RISE Exemption") related to the company's bakery expansion.

SECTION 3. Under the Publix RISE Exemption, qualifying real property improvements and tangible personal property owned or operated by Publix will receive an exemption from certain ad valorem taxation for a specified Exemption Period.

SECTION 4. The Exemption Period, as initially defined, was to commence in Tax Year 2026 and run through Tax Year 2031; however, due to various construction delays, Publix has requested to amend the dates of the Exemption Period to commence in Tax Year 2027 and run through Tax Year 2032.

SECTION 5. Pursuant to its authority under Ordinance 2022-069 and Resolution No. 2022-128, the Board hereby amends the Exemption Period for the Publix RISE Exemption, to commence in Tax Year 2027 and run through Tax Year 2032. Accordingly, all provisions of Ordinance No. 2024-009 shall remain valid and in full force and effect through December 31, 2032, unless otherwise sooner terminated by the Board.

SECTION 6. Effective Date. This Resolution shall be deemed effective as of May 5, 2026.

Passed and duly adopted at a regular meeting of the Board of County Commissioners of Polk County, Florida on the 5th day of May, 2026.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair

ATTEST:

Stacy M. Butterfield, CPA, Clerk

By: _____
Deputy Clerk

Agenda Item R.28. 5/5/2026

SUBJECT

APPROVE Resolution and First Amendment to Performance Agreement to amend Exemption Period of Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (Project Harvest - Warehouse) (No fiscal impact)

DESCRIPTION

On August 22, 2023, the Board adopted Ordinance No. 2023-053 establishing an exemption from certain ad valorem taxation for an expanding business, Publix Super Markets, Inc., related to its warehouse expansion in Polk County. The County and the company also entered into a related Ad Valorem Tax Exemption Performance Agreement on the same date to ensure the company's fulfillment of its obligations under the Ordinance. The Exemption Period, as defined in both the Ordinance and the Performance Agreement, was to run for eight (8) years, from Tax Year 2027 through Tax Year 2034.

Due to unforeseen construction delays, Publix has requested that its Exemption Period be delayed by one (1) year, to commence in Tax Year 2028 and run through Tax Year 2035. Because of the length of time that has passed since the County's initial approval of the Publix - Project Harvest exemption in 2023 and the increase to the reported average annual wage for Polk County since that time, the company has agreed to increase the average annual wage required to be paid under its Performance Agreement with the County to $63,978, which is 115% of the 2026 reported average annual wage for Polk County. Said delay to the Exemption Period and increase to the wage requirement is reflected in the proposed First Amendment to Performance Agreement between the County and the Company.

Pursuant to Resolution 2022-128, the Board has sole discretion whether to grant a one-time request of a Qualified Business to modify the start date of its Exemption Period. If granted, such modification may be approved by Board resolution.

RECOMMENDATION

(1) Adopt resolution amending the Exemption Period for Publix Super Markets, Inc. (Project Harvest) in connection with its Ad Valorem Tax Exemption under Ord. 2023-053; and (2) approve, and authorize the Chair to execute, the related first amendment to the performance agreement between the parties.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6437

FIRST AMENDMENT TO

AD VALOREM TAX EXEMPTION PERFORMANCE AGREEMENT BETWEEN POLK COUNTY AND PUBLIX SUPER MARKETS, INC.

(PROJECT HARVEST – WAREHOUSE)

THIS FIRST AMENDMENT ("Amendment") is hereby entered into effective as of the date last executed (the "Effective Date") by and between Polk County, a political subdivision of the State of Florida (the "County"), and Publix Super Markets, Inc., a Florida corporation ("Publix").

WHEREAS, the County and Publix entered into that certain Ad Valorem Tax Exemption Performance Agreement dated August 22, 2023 (the "Agreement") in connection with the Publix Project Harvest Warehouse Economic Development Ad Valorem Tax Exemption Ordinance approved by the County on the same date (Ord. No. 2023-053, referred to hereinafter as the "Ordinance"); and

WHEREAS, the Exemption Period was initially defined in the Ordinance as eight (8) tax years commencing with Tax Year 2027 through Tax Year 2034; and

WHEREAS, Publix has requested, and the County has agreed, to amend the dates of the Exemption Period; and

WHEREAS, due to the length of time that has passed since the County's initial approval of the Ordinance and the Performance Agreement in 2023 and the increase to the reported average annual wage for Polk County since that time, Publix has agreed to increase the average annual wage required to be paid under the Agreement to match the 2026 average annual wage for Polk County; and

WHEREAS, the Exemption Period has been amended by the County on even date herewith via adoption of a resolution in accordance with Polk County Ordinance 2022-069 and Resolution 2022-128, and the parties desire to similarly amend the Agreement to accurately reflect the eight-year period in which the exemption should apply and to increase the average annual wage required to qualify for the exemption each year of the Exemption Period.

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

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

2. Section 2.b. of the Agreement is hereby amended and restated in its entirety with the following:

   b. create, by the end of the third (3rd) year of the Exemption Period, at least ten (10) new full-time jobs in Polk County, paying an average annual wage equal to or in excess of $63,978, which is 115% of the 2026 reported average annual wage for Polk County; and

3. Section 3.c. of the Agreement is hereby amended to replace the definition of "Exemption Period" as follows: "eight (8) tax years commencing with Tax Year 2028 through Tax Year 2035."

4. The Agreement, as amended by this First Amendment, continues in full force and effect.

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

ATTEST:
STACY M. BUTTERFIELD
CLERK

By: _____
DEPUTY CLERK

Date signed by Chairman: _____

COUNTY:
POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

WITNESSES:

By: Mark LaVire
Mark LaVire
Print Name

By: Derek Bryan
Derek Bryan
Print Name

PUBLIX SUPER MARKETS, INC., a Florida corporation

By: Chris Mesa

Print Name: Chris Mesa

Title: VP + Controller

Date: 4/20/26

Reviewed as to form and legal sufficiency:

Sandra B. Hou 4/22/26
County Attorney's Office Date

RESOLUTION NO. 2026-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, AMENDING THE EXEMPTION PERIOD OF THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR PUBLIX SUPER MARKETS, INC. (PROJECT HARVEST); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1. This Resolution is adopted pursuant to the Polk County Master Economic Development Ad Valorem Tax Exemption Ordinance (Ordinance 2022-069), Resolution No. 2022-128, Article VII, Section 3, Florida Constitution, Section 196.1995, Florida Statutes, the Polk County Home Rule Charter, and other applicable provisions of law.

SECTION 2. The Polk County Board of County Commissioners (the "Board") previously adopted on August 22, 2023, Ordinance No. 2023-053, the Economic Development Ad Valorem Tax Exemption for Publix Super Markets, Inc. (the "Publix HARVEST Exemption") related to the company's warehouse expansion.

SECTION 3. Under the Publix HARVEST Exemption, qualifying real property improvements and tangible personal property owned or operated by Publix will receive an exemption from certain ad valorem taxation for a specified Exemption Period.

SECTION 4. The Exemption Period, as initially defined, was to commence in Tax Year 2027 and run through Tax Year 2034; however, due to various construction delays, Publix has requested to amend the dates of the Exemption Period to commence in Tax Year 2028 and run through Tax Year 2035.

SECTION 5. Pursuant to its authority under Ordinance 2022-069 and Resolution No. 2022-128, the Board hereby amends the Exemption Period for the Publix HARVEST Exemption, to commence in Tax Year 2028 and run through Tax Year 2035. Accordingly, all provisions of Ordinance No. 2023-053, except as specifically amended by this Resolution, shall remain valid and in full force and effect through December 31, 2035, unless otherwise sooner terminated by the Board.

SECTION 6. Due to the length of time that has passed since the County's initial approval of the Publix HARVEST Exemption in 2023 and the increase to the reported average annual wage for Polk County since that time, Publix has agreed to increase the average annual wage required to be paid under its related Economic Development Ad

Valorem Tax Exemption Performance Agreement with the County to $63,978, which is 115% of the 2026 reported average annual wage for Polk County. Said increase is reflected in that certain First Amendment to Performance Agreement between the County and the Company executed on even date herewith.

SECTION 7. Effective Date. This Resolution shall be deemed effective as of May 5, 2026.

Passed and duly adopted at a regular meeting of the Board of County Commissioners of Polk County, Florida on the 5th day of May, 2026.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed. D., Chair

ATTEST:

Stacy M. Butterfield, CPA, Clerk

By: _____
Deputy Clerk

Agenda Item R.29. 5/5/2026

SUBJECT

Approve Interlocal Agreement with the Polk Transportation Planning Organization for Legal Services by the County Attorney's Office and approve Waiver of Conflict.

DESCRIPTION

Polk County through a separate agreement provides the staff and location for the Polk Transportation Planning Organization ("TPO") which includes legal services from the County Attorney's Office. Authorizing the County Attorney's Office to provide legal services and advice to the TPO is efficient, a good use of county resources and benefits the citizenry at large. The proposed interlocal authorizes the County Attorney and the other attorneys within the County Attorney's Office to provide legal advice and services at no additional cost to the TPO. Both the interlocal and waiver of conflict acknowledges that although the interests of each party are generally consistent, it is recognized and understood that differences may exist or become evident during the course of the legal representation. Notwithstanding these possibilities, both parties have determined that it is in their individual and mutual best interests to have a single legal office represent them. Both the interlocal and waiver of conflict provides if there is a conflict between the two parties that outside counsel will have to be used by both parties. Both the interlocal and waiver of conflict states that the parties agree to waive any conflict of interest that may arise including any conflict that may have arisen in the drafting of the documents.

RECOMMENDATION

Approve Interlocal with the TPO for Legal Services by the County Attorney's Office and approve Waiver of Conflict.

FISCAL IMPACT

Funds are available in the County Attorney budget within the General Fund.

CONTACT INFORMATION

Randy Mink, County Attorney

863-534-7679

INTERLOCAL AGREEMENT BETWEEN
POLK COUNTY, FLORIDA
AND POLK COUNTY TPO,
FOR LEGAL SERVICES BY THE COUNTY ATTORNEY'S OFFICE

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined herein) by and between Polk County, a political subdivision of the State of Florida ("COUNTY"), and the Polk Transportation Planning Organization, ("TPO"), as follows:

RECITALS:

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act, authorizes the COUNTY and the TPO to enter into interlocal agreements to ensure the most efficient use of their respective powers and to exercise, jointly, any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County Attorney is appointed by the County Commission and is responsible for providing legal advice and services to the COUNTY and other constitutional officers on as-needed bases; and

WHEREAS, through a separate agreement, the COUNTY provides the staff and location for the TPO; and

WHEREAS, the TPO is desirous to receive legal advice and services from the County Attorney's Office, and the COUNTY through the County Attorney's Office is able to provide legal advice and services, to the TPO;

WHEREAS, the TPO having separate general counsel creates duplication and increase costs for the public; and

WHEREAS, all parties recognize that such services benefit the citizenry at large.

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the parties hereby agree as follows:

SECTION 1: RECITALS

The above recitals are true and correct and by reference incorporated herein.

SECTION 2: COUNTY AUTHORIZATION FOR COUNTY ATTORNEY TO PROVIDE LEGAL ADVICE AND SERVICES TO THE TPO

A. The COUNTY hereby authorizes the County Attorney and other attorneys within the County Attorney's Office to provide legal advice and services to the TPO.

B. The COUNTY hereby acknowledges that a conflict of interest may occur that may prevent the County Attorney and other attorneys within the County Attorney's Office to represent the COUNTY in matters against or involving the TPO and in such matters outside counsel will have to be used by the COUNTY.

SECTION 3: TPO RESPONSIBILITIES

A. If the TPO desires to engage the County Attorney, the TPO shall contact the County Attorney and request legal advice or services. If the County Attorney determines in the County Attorney's sole discretion that the matter cannot be handled by the attorneys in the County Attorney's Office, the County Attorney will inform the TPO. The TPO shall be solely responsible for the costs of seeking legal advice or services from outside counsel, except for tort matters processed and handled by the Polk County Risk Management Division.

B. In legal matters involving tort claims, the TPO shall submit any notices or summons served on or received by the TPO to the County Attorney to forward to the Polk County Risk Management Division to process and handle by staff or

third party claim administrators and/or outside counsel and cooperate with the County Attorney's Office and Risk Management Division in the investigation, defense, and resolution of such claims.

C. The TPO hereby acknowledges that a conflict of interest may occur that may prevent the County Attorney and other attorneys within the County Attorney's Office to represent the TPO in matters against or involving the COUNTY and in such matters outside counsel will have to be used by the TPO.

D. Nothing herein shall prevent the TPO from acquiring outside counsel to handle matters on behalf of the TPO. TPO shall be solely responsible for the costs of legal advice and services not provided by the County Attorney's Office.

SECTION 4: NON-REPRESENTATION OF INDIVIDUALS AND WAIVER OF CONFLICT BY COUNTY AND TPO

The parties agree that legal services provided in this Agreement do not include advising or representing the TPO in their individual capacity, or the employees of the TPO'S Office in their individual capacities. The COUNTY and the TPO agree and acknowledge that although the interests of each party are generally consistent, it is recognized and understood that differences may exist or become evident during the course of the legal representation. Notwithstanding these possibilities, both parties have determined that it is in their individual and mutual best interests to have a single legal office represent them. Despite any potential or actual conflict of interest which may exist now or in the future, the COUNTY and the TPO consent to the County Attorney and the attorneys within the County Attorney's Office to simultaneously represent both the COUNTY and the TPO. It is further understood and agreed that the County Attorney and the other

attorneys within the County Attorney's Office may freely convey necessary information provided by one party to the other party. Each party hereto have agreed to waive any conflict of interest that may arise, including any conflict that may have arisen in the drafting of this Agreement. Nothing herein shall prohibit the TPO from employing separate legal counsel for specific needs when deemed necessary and appropriate by the TPO. The parties hereby agree that in the event of a dispute between the COUNTY and the TPO, or where provision of such services would be in violation of the Rules Regulating the Florida Bar, the Office of the County Attorney shall withdraw from representing the TPO.

SECTION 5: TERM OF THE AGREEMENT

This Agreement shall commence upon its execution by the COUNTY ("Effective Date") and shall remain in effect until terminated by either party as provided herein. This Agreement may be terminated by either party with or without cause upon ten (10) days written notice to the other party of this Agreement.

SECTION 6: NOTICES

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

To COUNTY:

POLK COUNTY
C/o County Attorney
330 West Church St
Bartow, FL 33830

To TPO:

Polk County TPO
c/o TPO Executive Director
330 West Church St.
Bartow, FL 33830

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

SECTION 7: GENERAL PROVISIONS

A. **Waiver:** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless it specifically states in the written consent.

B. **Modification:** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement

C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts

of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

D. **Employee Status:** Persons employed by the COUNTY or the TPO, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.

E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied of either Party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the parties, but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or

the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the parties pertaining to the subject matter of this Agreement are hereby mutually terminated.

H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way so as to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the parties to combine their individual departments into a single department in order to provide the services

encompassed by this Agreement. In addition it is the intent of this Agreement that the parties shall at all times act as independent governmental entities.

(AGREEMENT CONTINUED ON FOLLOWING PAGE WITH SIGNATURES AND REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
Deputy Clerk

BY: _____
Martha Santiago, Ed. D, Chairman

Date _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office

Polk County TPO

ATTEST:

_____
Ryan Kordek, TPO Director

_____
Mayor Sara Roberts McCarley, Chair

Date:_____

AGREEMENT BETWEEN
POLK COUNTY, FLORIDA
AND
POLK COUNTY TPO
WAIVER OF CONFLICT OF INTEREST

THIS AGREEMENT is by and between Polk County, Florida, a political subdivision of the State of Florida, hereinafter the "COUNTY," and the Polk County Transportation Planning Organization, hereinafter the "TPO," or his/her successor.

WHEREAS, the TPO desires that the Polk County Office of the County Attorney provide legal services to the TPO and the County Attorney is willing and able to provide such services; and

WHEREAS, the County Attorney is appointed by the County Commission and is responsible for providing legal advice and services to the COUNTY and other constitutional officers on as-needed bases; and

WHEREAS, the COUNTY and the TPO agree and acknowledge that although the interests of each party are generally consistent, it is recognized and understood that differences may exist or become evident during the course of the legal representation; and

WHEREAS, notwithstanding these possibilities, both parties have determined that it is in their individual and mutual best interests to have a single legal office represent them; and

WHEREAS, Rule 4-1.7 of the Rules Regulating the Florida Bar provides that an attorney must not represent a client in the same or similar matter if such representation could be directly adverse to another client or there is risk that representation of one client will be materially limited by attorney's responsibilities to another client, unless a waiver is obtained.

NOW, THEREFORE, IN CONSIDERATION of the mutual understandings, terms, and conditions set forth, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.

2. **Waiver.** Despite any potential or actual conflict of interest which may exist now or in the future, the COUNTY and the TPO consents to the Polk County Office of the County Attorney simultaneously representing both the COUNTY and the TPO. The COUNTY and the TPO hereby agree to waive any conflict of interest that may arise, including any conflict that may have arisen in the drafting of this Agreement. The parties agree that such services do not include advising or representing the TPO or employees of the TPO in their individual capacities. It is further understood and agreed that the County Attorney and the other attorneys within the County Attorney's Office may freely convey necessary information provided by one party to the other party.

3. **Withdraw.** Nothing herein shall prohibit the TPO from employing separate legal

counsel for specific needs when deemed necessary and appropriate by the TPO. The parties hereby agree that in the event of a dispute between the COUNTY and the TPO, or where provision of such services would be in violation of the Rules Regulating the Florida Bar, the Polk County Office of the County Attorney shall withdraw from representing the TPO.

4. **Effective Date and Termination.** This Agreement shall commence upon its execution by the COUNTY ("Effective Date") and shall remain in effect until terminated by either party as provided herein. Either party may immediately terminate this Agreement with or without cause by providing notice to the other party. In the event the TPO, or any successor TPO that may be elected or appointed, no longer wants to obtain the services of the Polk County Office of County Attorney, the TPO, or successor, will provide written notice to the County Attorney. Upon notice of termination, this Agreement will be considered terminated and the Polk County Office of the County Attorney will be relieved from representation of the TPO, or his/her successor.

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

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
Deputy Clerk

BY: _____
Martha Santiago, Ed. D. Chair

Date _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office

Polk County TPO

ATTEST:

_____
Ryan Kordek, TPO Director

_____
Mayor Sara Roberts McCarley, Chair

Date:_____

Agenda Item R.30. 5/5/2026

SUBJECT

Release of Lien upon payment of $9,274 to satisfy an Affordable Housing Impact Fee Exemption lien. ($9,274 one-time revenue)

DESCRIPTION

A Claim of Lien for an Affordable Housing Impact Fee Exemption was recorded in 2021 imposing a lien in the amount of $9,274 against property owned by Norma Castellanos located in Polk County, Florida. A check has been issued to Polk County, by or on behalf of the property owner, for the full amount of the payment due to release the lien, which is $9,274. A Release of Lien is required to be recorded upon receipt of the proceeds.

RECOMMENDATION

Authorize the Chair to execute the Release of Lien and authorize staff to record the Release of Lien in the Public Records of Polk County, Florida based on receipt of the amount of $9,274 in satisfaction of the lien.

FISCAL IMPACT

The funds, totaling $9274 and consisting of previously waived impact fees, will be deposited into the appropriate Impact Fee Funds. The cost of recording the Release of Lien will be paid by the Property Owner.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6437

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

RELEASE OF LIEN

WHEREAS, POLK COUNTY, a political subdivision of Florida, executed and recorded, in Official Records Book 11830, Pages 1863 - 1865, of the Public Records of Polk County, Florida, its Claim of Lien—Affordable Housing Impact Fee Waiver imposing and perfecting a lien against property identified as:

Lot 43, Orangewood Community, as per PB 78, Page 50

together with all improvements thereon (the Property"); and

WHEREAS, the lien, in the total amount of $9,274.00 for mitigated impact fees became a lien against the property owned by Norma Castellanos; and

WHEREAS, the lien requires payment in full in the amount of $9,274.00 in the event the property is transferred within seven (7) years of the Lien Commencement Date of May 18, 2021, to persons who do not satisfy the criteria for the Affordable Housing Impact Fee Waiver in accordance with Polk County Ordinance No. 2019-056, as amended; and

WHEREAS, the lien has, pursuant to the terms of the Claim of Lien, been satisfied by the payment of $9,274.00 to the lienholder.

NOW, THEREFORE, in consideration of the payment referenced above, paid by or on behalf of the property owner to POLK COUNTY, the receipt of which is hereby acknowledged, POLK COUNTY hereby releases the lien recorded at OR Book 11830, Pages 1863 - 1865 of the Public Records of Polk County from the above described property.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

(Seal)

POLK COUNTY, a political subdivision of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Date: _____