



Polk County Board of County Commissioners

Meeting Agenda - Final-revised

September 16, 2025 Regular BoCC meeting

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

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

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

CALL TO ORDER - 9:00 a.m. (RICK WILSON, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (RICK WILSON, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

C. APPROVE CONSENT AGENDA

C.1. Approve Consent Agenda.

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

D.1. Disbursements.

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

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

F. COUNTY ATTORNEY (RANDY MINK)

G. COUNTY MANAGER (BILL BEASLEY)

- G.1. Tri-Party Agreement for State Housing Initiatives Program (SHIP) Funding for Grove Manor Phase II Apartments, Lake Wales, Florida. (\$1,500,000 one-time expense)
- G.2. 2nd Amendment to Power Line Road Northern Extension (Phase 1) Infrastructure Agreement - Cost increase in the amount of \$3,250,490

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

- H.1. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

- I.1. Commissioner Braswell Comments.

J. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

- J.1. Commissioner Santiago Comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

- K.1. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 2 (RICK WILSON, CHAIR)

- L.1. Chair Wilson Comments.

M. LAY BOARD APPOINTMENTS

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

* County Attorney opening comments

- N.1. Public Hearing (LDCPAS-2025-14 Solution Land FLUMA Small Scale CPA) (Adoption Hearing) to consider the adoption of an applicant-initiated Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use Map designation from Business Park Center (BPC) to Industrial (IND) in the Rural Development Area on a 26.21 +/- acre parcel.
- N.2. Public Hearing (LDCT-2025-12 Mobile Home Sales LDC Text Amendment) (Adoption Hearing) to allow Retail, Home Sales Offsite as a permitted use in the Industrial-X (INDX) land use district.
- N.3. Public Hearing (LDCT-2025-16 Heavy Machinery Equipment Sales and Services LDC Text Amendment) (Adoption Hearing) to allow Heavy Machinery Equipment Sales and Services as a conditional use in the Industrial-X (INDX) land use district.

O. PUBLIC HEARINGS

- O.1. Public Hearing (LDCPAS-2024-7 Goldenrod Lane CPA) (Adoption Hearing) to consider the adoption of an applicant-initiated Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use Map designation from Development of Regional Impact (DRI) to Residential Low (RL-1) in the Poinciana Master Plan on a 17.1 +/- acre parcel near the city limits of Haines City.
- O.2. Public Hearing to consider adoption of a Resolution to vacate portions of platted, unopened, and unmaintained rights-of-way as shown on Fields Map of Survey of the Town of Loughman, Florida. (No fiscal impact)
- O.3. Public Hearing to consider adoption of a Resolution providing that the proposed Polk County Ag-Center serves a public purpose

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 2225.
- R. COUNTY MANAGER
- R.2. Approve an Agreement with Arrow Group Consulting, LLC. for lobbying services for fiscal year 2026. (\$240,000 one-time expense)
- R. ECONOMIC DEVELOPMENT
- R. TOURISM/SPORTS MARKETING
- R. OFFICE OF PLANNING & DEVELOPMENT

- R.3. SET HEARING: (LDCD-2025-5 Bowling Green Sub-District) to consider the adoption of a Sub-District Change to change 1.02 +/- acres from Rural Cluster Center-Residential (RCC-R) to Rural Cluster Center-Commercial (RCC) in the Rural Development Area (RDA). The suggested adoption hearing date is October 7, 2025, at 9:15 a.m.
- R.4. SET HEARING: (LDCPAS-2025-20 Willow Oak Fire Station CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Residential Suburban (RS) to Institutional (INST) on ±2.15 acres located within the Suburban Development Area (SDA). The suggested adoption hearing date is October 7, 2025, at 9:15 a.m.
- R.5. SET HEARING: (LDCT-2025-13 Non-Phosphate Mining Text Amendment) to amend Chapter 2, Section 227, Filling and Excavating Land, and Chapter 3, Section 303, Criteria for Conditional Uses. The suggested hearing dates are for the first reading on October 7, 2025, at 9:15 a.m. and the adoption hearing date on October 21, 2025, at 9:15 a.m.
- R.6. Accept a one-year warranty and surety in the amount of \$200,317.41 in the form of Maintenance Bond No. FGAC25489 for Garden Hills at Providence PH 3.
- R.7. Accept a one-year warranty and surety in the amount of \$25,752.08 in the form of Maintenance Bond No. DUA003469 for Hawthorne Phase 3 Driveway.
- R.8. Accept Performance Surety in the amount of \$950,983.00 in the form of Performance Bond No. 75003684 for East Ashton BLVD.
- R.9. Accept Performance Surety in the amount of \$26,633.75 in the form of Performance Bond No. FGAC25556 for Hunt Club Grove South PH 1.
- R.10. Accept Performance Surety in the amount of \$11,849.25 in the form of Performance Bond No. 3002247 for Jernigan Building.
- R. BUILDING
- R. DEPUTY COUNTY MANAGER
- R. BUDGET & MANAGEMENT SERVICES
- R.11. Approve Interlocal Agreement for Countywide Transit System with the Lakeland Area Mass Transit District (\$4,200,000 expense)
- R. PROCUREMENT
- R. COMMUNICATIONS
- R. COOPERATIVE EXTENSION SERVICES
- R. HEALTH & HUMAN SERVICES

- R.12. Approve State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for property located in Fort Meade, FL, for Case #RC24-SHIP-009. (\$187,500.00 one-time expense)
- R.13. Approve State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for property located in Haines City, FL., for Case #RC25-SHIP-006 Major. (\$101,250.97 one-time expense).
- R.14. Approve modification of State Housing Initiatives Partnership (SHIP) Rehabilitation program 1) Homeowner Assistance Agreement and 2) Grant Agreement for the property located in Winter Haven, FL for Case #RC24-SHIP-012. (\$11,402.00 one-time expense).
- R.15. Approve selection committee's recommendation to authorize staff to negotiate an agreement with Cynet Health to provide recruitment services of mental health provider positions for community mental health agencies. (No fiscal impact)
- R. HUMAN RESOURCES
- R. INFORMATION TECHNOLOGY
- R. CODE ENFORCEMENT
- R. COURT SERVICES
- R. RISK MANAGEMENT
- R.16. Approve Public Entity General Liability insurance effective October 1, 2025, through September 30, 2026. (one-time payment of \$514,250)
- R.17. Approve Cyber Risk and Network Security Liability annual insurance policy renewal effective October 1, 2025, through September 30, 2026. (one-time payment of \$134,838)
- R. COMMUNITY HEALTH CARE
- R.18. Approve three Low Income Pool Letters of Agreement with the State of Florida Agency for Health Care Administration as the non-federal/state share of matching funds for: 1) Central Florida Health Care, Inc. 2) Peace River Center for Personal Development, Inc. 3) Tri-County Human Services, Inc. (not-to-exceed \$3,545,953.46 one-time expense).
- R. FACILITIES MANAGEMENT
- R. FLEET MANAGEMENT
- R.19. Extension of MOU for Fleet Management with the City of Auburndale FY 25/26 (one-time revenue and expense of \$747,700.00)

- R.20. Extension of MOU for Fleet Management with the City of Lake Wales FY 25/26 (one-time revenue and expense of \$392,928.00)
- R. PARKS & NATURAL RESOURCES
- R. FIRE RESCUE
- R. EMERGENCY MANAGEMENT
- R. REAL ESTATE SERVICES
- R.21. Approve Right-of-Way Agreement between Baby A. Makil and Gisha Abraham, and Polk County in conjunction with the Mt. Olive Road at SR 33 Intersection Improvement Project, Parcel 100. (\$95,000 one-time expense)
- R.22. Approve Land Purchase Agreement in conjunction with the purchase of conservation preservation property located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, Harvey parcel (\$4,000 one-time expense)
- R.23. Approve Agreement for Transfer of Public Road between the City of Lake Wales and Polk County for all of Conner Road and authorize County Deed for the right-of-way associated therewith. (No fiscal impact)
- R.24. Accept a Drainage Easement for drainage improvements along Lake Ariana Boulevard. (No fiscal impact)
- R.25. Accept Polk County Utility Easement from Davenport Self Storage II, LLC, a Delaware limited liability company, as requested through the Development Review Process. (No fiscal impact)
- R. ROADS & DRAINAGE
- R.26. Approve selection committee's recommendation to authorize staff negotiations with WSB LLC for construction engineering and inspection services for the CR 557 widening project. (No fiscal impact)
- R. UTILITIES
- R.27. Approve the purchase of three vehicles for Utilities positions, Microsoft surface pros, accessories, truck mounts and a budget amendment to move operating funds to capital funds (\$917,477 one-time transfer)
- R. SOLID WASTE
- R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY
- R. COURT RELATED
- R. POLK COUNTY PROPERTY APPRAISER

- R. POLK COUNTY SHERIFF
- R. POLK COUNTY SUPERVISOR OF ELECTIONS
- R. POLK COUNTY TAX COLLECTOR
- R. WORKFORCE DEVELOPMENT BOARD
- R. COUNTY ATTORNEY
- R.28. Approve Interlocal Agreements with each of 15 municipalities for the collection of Polk County Impact Fees. (No fiscal impact)
- R.29. Approve the Extension of the Ad Valorem and Non-Ad Valorem Assessment Rolls prior to Completion of Value Adjustment Board Hearings (No Fiscal Impact)
- R.30. Authorize the County Attorney's Office to open a probate in the Estate of Betty Frey for the limited purpose of clearing the title to the home located at 2348 W. Patterson Street, Lakeland, Florida 33815, and to take all legal steps necessary to do so.
- R.31. Authorize the County Attorney or his designee to file a complaint against all necessary parties to foreclose County Code Enforcement liens encumbering properties within Polk County owned by Salvador Lopez, Sr. a/k/a Salvador Lopez, and the County Manager to designate appropriate staff to represent the County in all related proceedings..

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, September 15, 2025 – 1:30 p.m. – Polk Transportation Disadvantaged Local Coordinating Board (TD-LCB) will be held in the County Commission Boardroom.
- Monday, September 15, 2025 – 6:00 p.m. – Public Hearing to adopt Final Millage Rates and Budget for fiscal year 2025-26 (includes millage rates and budget for the Parks, Library, Stormwater, and Rancho Bonito MSTUs) will be held in the County Commission Boardroom.
- Wednesday, September 17, 2025 – Thursday, September 18, 2025 – Florida Association of Counties (FAC) Innovation & Policy Conference will held at the Hilton University Florida, 1714 SW 34th Street, Gainesville.
- Wednesday, September 17, 2025 – 9:00 a.m. – Appellate Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.
- Wednesday, September 17, 2025 – 2:00 p.m. – Polk Regional Water Cooperative (PRWC) Board of Directors meeting will be held at the AdventHealth Fieldhouse and Conference Center, 210 Cypress Gardens Boulevard SW, Chain of Lakes Park, Winter Haven.
- Thursday, September 18, 2025 – 7:30 a.m. – Technical Advisory Group (TAG) for Polk County Environmental Lands Program will gather in the parking lot at Parks & Natural Resources Office, 4177 Ben Durrance Road, Bartow. Please contact tabithabiehl@polk-county.net for details.
- Thursday, September 18, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.
- Thursday, September 18, 2025 – 9:00 a.m. – Tourist Development Council's Sports and Special Events Committee will meet at the Bartow Public Library, 2150 S. Broadway Avenue, Bartow.
- Thursday, September 18, 2025 – 9:00 a.m. – Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.
- Monday, September 22, 2025 – 5:30 p.m. – Community Relations Advisory Council (CRAC) will meet in the Room 413, Fourth Floor, County Administration Building.
- Wednesday, September 24, 2025 – 2:00 p.m. – Comprehensive Plan Review Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.
- Thursday, September 25, 2025 – 8:30 a.m. – Development Review Committee will

meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Thursday, September 25, 2025 – 9:00 a.m. – Tourist Development Council’s Marketing Committee will meet at the Whiskey Bend BBQ Supply, 2325 Commerce Point Drive, Suite 100, Lakeland.
- Thursday, September 25, 2025 – 9:00 a.m. – Polk Vision’s Mayors Roundtable will be held at Polk State College Center for Public Safety, 1251 Jim Keene Boulevard, Winter Haven.
- Thursday, September 25, 2025 – 9:30 a.m. – Polk Transportation Technical Advisory Committee (TAC) will meet in Room 413, Fourth Floor, County Administration Building.
- Thursday, September 25, 2025 – 1:30 p.m. – Land Use Hearing Officer Hearings will be held in the County Commission Boardroom.
- Thursday, September 25, 2025 – 5:30 p.m. – Central Florida Development Council (CFDC) Annual Meeting will be held at Camp Margaritaville, 361 Denton Avenue, Auburndale.
- Friday, September 26, 2025 – 8:30 a.m. – Citizens Healthcare Oversight Committee (COC) will be held in the County Commission Boardroom.
- Tuesday, September 30, 2025 – 9:00 a.m. – The 2nd Selection Committee Meeting for RFP 25-597 Construction Manager at Risk - New Agricultural Center Complex will convene in Room 407, Fourth Floor, County Administration Building.
- Tuesday, September 30, 2025 – 12:00 p.m. – Early Learning Coalition of Polk County Luncheon will be held at Cleveland Heights Golf Course, 2900 Buckingham Avenue, Lakeland.
- Tuesday, September 30, 2025 – 1:00 p.m. – 2nd Selection Committee Meeting for RFP 25-600 Construction Manager at Risk – New Sheriff’s Office/Polk County Joint-Use Warehouse & Facilities Management Administration Building will convene in Room 413, Fourth Floor, County Administration Building.
- Wednesday, October 1, 2025 – 8:50 a.m. – Planning Commission will conduct a work session, prior to its regularly scheduled meeting, in the County Commission Boardroom.
- Wednesday, October 1, 2025 – 9:00 a.m. – Planning Commission meeting will be held in the County Commission Boardroom.
- Thursday, October 2, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Thursday, October 2, 2025 – 2:30 p.m. – Historical Commission and Marker Committee will meet in the County Commission Boardroom.
- Friday, October 3, 2025 – 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, October 3, 2025 – 1:00 p.m. – Value Adjustment Board (VAB) Organizational meeting will be held in the County Commission Boardroom.



Polk County
Board of County Commissioners

Agenda Item C.1.

9/16/2025

SUBJECT

Approve Consent Agenda.

DESCRIPTION

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

RECOMMENDATION

Approve Consent Agenda.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net



Polk County
Board of County Commissioners

Agenda Item D.1.

9/16/2025

SUBJECT

Disbursements.

DESCRIPTION

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

RECOMMENDATION

Approve and ratify disbursements.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

APPROVE AND RATIFY

Payroll Check Numbers	04170	thru	04198
In the Amount of	\$34,081.71		
# of Direct Deposits	2959		
In the Amount of	\$4,379,203.90		
Dated	September 5, 2025		
Wire and Electronic Fund Transfers	\$18,791,054.90		
Dated	September 2, 2025	thru	September 15, 2025
Invoice Checks Numbered	490243	thru	491066
Totaling	\$11,144,034.98		
Dated	September 2, 2025	thru	September 15, 2025

Request approval of minutes of Regular Board Meeting held on September 2, 2025



Polk County
Board of County Commissioners

Agenda Item D.2.

9/16/2025

SUBJECT

Minutes of Regular Board meeting held on September 2, 2025.

DESCRIPTION

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

RECOMMENDATION

Approve minutes.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net



Polk County Board of County Commissioners

Meeting Minutes - Draft

September 02, 2025 Regular BoCC meeting

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CALL TO ORDER - 9:00 a.m. (RICK WILSON, CHAIR)

INVOCATION

Brian Lynch, Polk County Fire Rescue

PLEDGE OF ALLEGIANCE (RICK WILSON, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Dave Carter, P.E. Chairman of the Stormwater Technical Advisory Committee (STAC), to provide an update on Committee activities.

Minutes: Dave Carter, P.E. Chairman of the Stormwater Technical Advisory Committee (STAC) showed slides and provided an update on committee activities. He said STAC was established over ten years ago and he gave background information on completed projects. He reviewed the CIP funding from fiscal years 2015 to 2029. He said there are 100 lakes that are tested and sampled about four times a year. He said twice as many lakes are improving than are declining. He discussed structure maintenance and street sweeping. He discussed Lake Lulu, Lake Annie, Lake Pierce, Tiger Creek, Peace Creek Canal, and Lena Run/Simmers Young Park. He showed a list of STAC approved projects.

Upon question, Mr. Carter said the MSTU brings in \$2.5 million and there is also grant revenue.

Upon question, Tabitha Biehl, Parks and Natural Resources, said a water goat is a device they put in a canal system that has a net that catches the floatables and trash

and prevents them from flowing into a lake. She said there is a Polk County Water Atlas that is maintained by the University of South Florida and she said a lot of these projects get uploaded to that.

Upon question, Mr. Carter said they have had about \$50 million in grant revenue over the last ten years. He said the grant effort the county does is substantial.

Chair Wilson thanked Mr. Carter for the update.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

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

C. APPROVE CONSENT AGENDA

C.1. Approve Consent Agenda.

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

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

D.1. Disbursements.

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

D.2. Minutes of Regular Board meeting held on August 19, 2025.

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

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Confirm the appointment of Ms. LaShanda Salters to serve as the Director of the Polk County Court Services Division.

Minutes: County Manager Bill Beasley requested the Board confirm the appointment of Ms. LaShanda Salters to serve as the Director of the Polk County Court Services Division. He said that she has 25 years of experience in the criminal justice field. He reviewed her qualifications.

Ms. Salters said she is honored and humbled to be chosen as the next Director of the Polk County Court Services Division. She thanked the Board and the County Manager for their trust and confidence. She said she is ready for the task and she is excited to continue the journey. She thanked her family for supporting her career goals. She recognized the court services staff and thanked them for their continued support.

Chair Wilson thanked Ms. Salters and stated that we look forward to working with her.

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

G.2. Request Board approve construction contract with CenState Contractors, Inc. for the Holly Hill UFA No. 2 and Oak Hill No.4 wellheads project (\$3,379,950.00 one-time expense)

Minutes: County Manager Bill Beasley discussed the construction contract with CenState Contractors, Inc., for the Holly Hill UFA No. 2 and Oak Hill No.4 wellheads project. He recommended approval.

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

G.3. Approve Land Purchase Agreement between Rosaleda Enterprises, Inc. and Polk County for the purchase of property in conjunction with the Courthouse Electrical Upgrade Project. (\$1,812,222, one-time expense)

Minutes: County Manager Bill Beasley discussed the Land Purchase Agreement between Rosaleda Enterprises, Inc., and Polk County for the purchase of property in conjunction with the Courthouse Electrical Upgrade Project. He recommended approval.

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

G.4. Approve Consultant Services Agreement (CSA) No. 2022-062-04 with Dewberry Engineers Inc. to provide professional engineering services for Lake Marion Boat Ramp. (\$496,930.66 one-time expense)

Minutes: County Manager Bill Beasley discussed the Consultant Services Agreement

with Dewberry Engineers Inc., providing professional engineering services for Lake Marion boat ramp. He recommended approval.

Upon question, Mr. Beasley said the state looks for shovel ready projects. He said a year or so to design and a year or two to build.

Parks and Natural Resources Director Gaye Sharpe said we have already done preliminary work and they are further along on this had it been new. She confirmed that once this is complete they will decommission this for another boat ramp. She said it will allow people to be more safe. She said they are looking at 20-25 boat trailer parking spots. She said they will have grassed spots for future parking and they have space for a second boat ramp.

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

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Appoint Harriet Rewis Rust as a Member (Seat 2) of the Polk County Historical Commission, for the three-year term, October 1, 2025 through September 30, 2028. (District 1 Appointment)

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

H.2. Commissioner Troutman Comments.

Minutes: Commissioner Troutman had no comments.

I. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

I.1. Reappoint Pauline Simmonds-Brown as a member of the Citizens Health Care Oversight Committee, representing Minorities, for the four-year term, September 15, 2025 through September 14, 2029. (District 3 Appointment)

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

I.2. Commissioner Braswell Comments.

Minutes: Commissioner Braswell had no comments.

J. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

- J.1. Reappoint Tracy M. Grey as a Member of the Citizens HealthCare Oversight Committee, representing Children’s Interest, for the four-year term, October 1, 2025, through September 30, 2029.

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

- J.2. Reappoint Ann M. Barnhart to serve as the Hospital Executive member of the Citizens HealthCare Oversight Committee for the four-year term, October 1, 2025, through September 30, 2029.

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

- J.3. Commissioner Santiago Comments.

Minutes: Commissioner Santiago had no comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

- K.1. Commissioner Scott Comments.

Minutes: Commissioner Scott had no comments.

L. COMMISSIONER DISTRICT 2 (RICK WILSON, CHAIR)

- L.1. Reappoint Peter S. Verrill, MD as a member of the Citizens Health Care Oversight Committee, representing Specialist Physicians, for the four-year term, September 19, 2025 through September 18, 2029. (Chairman’s Appointment)

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

- L.2. Reappoint Christina Criser Jackson as a member of the Citizens Health Care Oversight Committee, representing Quality of Life Professional, for the four-year term, October 1, 2025 through September 30, 2029. (District 2 Appointment)

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

L.3. Chair Wilson Comments.

Minutes: Chair Wilson had no comments.

M. LAY BOARD APPOINTMENTS

M.1. Appoint new members to the Community Relations Advisory Council (CRAC).
(No Fiscal Impact)

Minutes: Commissioner Santiago said all three members are here and asked them to stand to be recognized.

Abdul Alklatis said we are privileged to serve and said they will serve with honor.

Reverend Shandale Terrell thanked God for this opportunity to serve. He thanked the Board, the County Manager, and staff. He said as he has served he saw what they can accomplish together. He said it is people, progress and Polk County. He thanked them for the opportunity to serve.

Sharon Mathis said 40 years of service and she is continuing to work in the neighborhoods. She thanked the Board and the County Manager. She said that we are here to serve.

Commissioner Santiago said congratulations to all three of them and we look forward to their work.

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

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

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

N.1. Public Hearing (LDCPAS-2025-18 Christina Fire Station) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Residential Low (RL) to Institutional (INST) on ±4.57 acres for a future County Fire Rescue Station and a change from Residential Low (RL) to Preservation (PRESV) on ±2.89 acres to recognize a County stormwater management facility. (No Fiscal Impact)

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

Upon question, Mr. Ziskal said it is an existing stormwater management facility and there is no intent of building anything on this site. He said the Residential Low designation is inappropriate and there is no desire to build homes on this site. He said designating it as Preservation will clarify that it will stay a stormwater retention pond.

The Chair opened a public hearing; no one spoke.

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

N.2. Public Hearing (LDCT-2025-12 Mobile Home Sales LDC Text Amendment) (First Reading) to allow Retail, Home Sales Offsite as a permitted use in the Industrial-X (INDX) land use district. (No Fiscal Impact).

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment. He said that staff and the Planning Commission recommend approval. He said this is the first reading and there is no action today.

The Chair opened a public hearing; no one spoke.

N.3. Public Hearing (LDCT-2025-16 Heavy Equipment Sales and Services LDC Text Amendment) (First Reading) to allow Heavy Machinery Equipment Sales and Services as a conditional use in the Industrial-X (INDX) land use district. (No Fiscal Impact).

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment. He said that staff and the Planning Commission recommend approval. He said this is the first reading and there is no action today.

The Chair opened a public hearing; no one spoke.

O. PUBLIC HEARINGS

O.1. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Wheeler Road North, Near Lakeland. (estimated \$10,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, showed slides and reviewed the proposed request for a resolution allowing for the installation of two traffic calming devices on Wheeler Road North, near Lakeland. She said that this received the required favorable votes. She said that staff recommends approval.

The Chair opened a public hearing.

Elissa Lee asked for a speed hump and said she lives behind a school. She discussed speeding. She said she hopes that the speed hump can be installed.

The Chair closed the public hearing.

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

O.2. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Avenue U Northwest, Near Winter Haven. (estimated \$20,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, reviewed the request for a resolution allowing for the installation of four traffic calming devices on Avenue U Northwest, near Winter Haven. She said the required favorable votes have been received. She said that staff recommends approval.

The Chair opened a public hearing; no one spoke.

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

O.3. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Nine Traffic Calming Devices (Speed Humps) on Dean Street, Near Mulberry. (estimated \$45,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, reviewed the request for a resolution allowing for the installation of nine traffic calming devices on Dean Street, near Mulberry. She said that this meets the favorable required votes. She said that an additional speed hump was discussed on Friday at the Agenda Review and that can be done the same time as this.

Chair Wilson said that is what he would like to see past the curb. He said it is best and keeps them slowed down.

Mr. Beasley said there will be a tenth speed hump put in.

Upon question, Ms. Gregory said the length of Dean Street is 4,100 feet. She said they try to put them 400-500 feet apart. She said the Board can direct them to add the speed hump and it does not technically meet the policy.

Mr. Beasley said the Board has used some discretion and the issue here is to get the other hump installed.

The Chair opened a public hearing.

Jonathan Bass discussed his property and said that kids play in the neighborhood. He discussed the traffic flying down the road. He said there are two schools and people treat this as a short cut.

Ashley Prevratil said she lives on the corner. She said she appreciates the additional speed hump. She said this is an ongoing issue and said the road needs to be reclassified. She said the bridge cannot accommodate the semis coming through. She asked for more speed bumps placed down Kidd School Road.

Commissioner Troutman said for Ms. Prevratil to work with Ms. Gregory to get that process started. She said we are here to work with her.

James Collins said they are in support of the speed humps. He said people are cutting through to get to 37 at excessive speeds. He said it is dangerous.

David Gilbreath said he is the one who brought this up. He said the traffic is horrendous and people use it as a cut-through. He discussed trucks cutting through and he said that they need speed humps.

The Chair closed the public hearing.

Upon discussion, Ms. Gregory will verify if there are truck restrictions on Deen Street and Kidd School Road.

Commissioner Scott asked for follow up on when the bridge on Kidd School Road was last inspected and if there are deficiencies that need to be addressed.

Mr. Beasley clarified that the additional speed bump will be installed before the road is reclassified.

Motion to approve with one additional speed bump on Kidd School Road.

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

O.4. Consider adoption of an Ordinance of the Polk County Board of County Commissioner, establishing Vessel Exclusion Zones and Designated Swim Areas on Lake Winterset, Lake Clinch, and Lake Ariana.

Minutes: County Attorney Randy Mink reviewed the proposed Ordinance of the Polk County Board of County Commissioner, establishing Vessel Exclusion Zones and Designated Swim Areas on Lake Winterset, Lake Clinch, and Lake Ariana. He said that the Sheriff's office has submitted letters to the Board raising safety issues due to the amount of swimmers mixing with vessels in these areas. He said the Sheriff is asking them to adopt this ordinance. He said their deputies have reported a growing number of complaints from residents and documented situations where vessel operations are unsafe and unsafe speeds in proximity of swimmers that are creating hazardous conditions.

Lieutenant Varnadore said they did make an arrest for someone driving a jet ski at a high rate of speed in and amongst swimmers in the Lake Winterset area. He discussed other incidents that are occurring. He said swim zones that excludes vessels will help ensure that nobody gets hurt.

Mr. Mink said they would have to adopt an ordinance to expand or add additional boundaries on the lakes for swim zones. He said FWC would have to approve

boundary changes.

Upon question, Lieutenant Varnadore said they are seeing the same issues over and over again. He said the amount of boats have decreased slightly since the arrests. He said they have made five arrests in the last three days. He said the majority of them are the same crowd.

The Chair opened a public hearing.

Robert Sheffield said he lives on the north side of Lake Winterset. He said the lake has changed a whole lot over the last 25 years. He discussed the water quality tests being submitted to the state. He said he is not sure that this is a good idea. He said we need to give people more options with boat ramps.

Kathryn Nantz said she is here to talk about respect. She said there is no respect anymore on the lake. She discussed jet skis and loud music. She asked for respect back on our lakes.

Don Mason thanked the Sheriff's office. He said it has slowed things down and said they are hoping to get the swim zone in place. He said without the noise ordinance it will not matter. He said there is not a public boat ramp on Lake Winterset and said they boat in from other areas. He said he is in favor of the noise and swim ordinance.

Frank Fulco discussed the loud music and said it has gotten worse. He said he does not understand how adding additional boat ramps would make that better. He said we have to do something. He said there are a lot of incidences. He spoke in support.

Joshua Meeks said it is out of hand and said taking away peoples' rights to the water is not the way to go about it. He said they need to put in a noise ordinance and said he likes to be on the water. He said there are other ways to handle this. He said to arrest people who are on other peoples property and not rope out the areas. He said to allow people to legally be there.

Linda Phillipp said they were skiing and people do not look and it is usually the jet skis. She discussed the things that are left in their yard and said the language is awful. She said they love to see people having fun on the water. She discussed the noise. She asked to pass this and said it would go a long way to make it peaceful and enjoyable.

Ed Phillipp said this will allow a buffer and will make it more peaceful. He discussed a swimmer popping up and said he was 50 feet from killing her. He said that the safe swim zones need to be established. He said somebody is going to get killed.

Celeste Leonard said she cannot enjoy the lake and discussed how she is afraid. She said boats and jet skis are flying through. She said she has had trespassers in her yard and had to install a fence. She said it is a dangerous situation and someone will get hurt. She said she hopes they pass this.

Candace Resmundo showed aerial photos of her property. She discussed people being hurt on the lake and said they have been battling the reckless behavior for four

years. She said children are always present in these crowds. She said she is in full support of swim zones. She asked when do they get to enjoy their own property. She said she has 120 signatures in opposition.

Doreen Nystrom thanked the Sheriff's office for their time. She said she cannot bring her grandchildren out due to the language. She said that they have asked people to turn down the music, they leave, and come back with bigger speakers. She said the respect is gone. She said as homeowners this is enough. She said for the boaters to grow up.

Susan McIntee said there has been a major shift in culture and respect. She showed pictures of people on boats and on private properties. She said there are safety issues. She asked who is driving these people home safe and said people must be held accountable for their actions. She said she has had to pull her kids inside several times for vulgar words and behavior.

Michael Hart said he has witnessed the progression of bad behavior. He discussed the noise. He discussed people squeezing as many boats in and he discussed safety concerns with this. He said that people are not respectful. He discussed the noise and said it is necessary to address the noise ordinance.

The Chair closed the public hearing.

Mr. Mink said that the public bathing areas are different areas from the vessel exclusion and swim areas.

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

O.5. Consider adoption of an Ordinance of the Polk County Board of County Commissioners entitled the "Polk County Noise Ordinance", repealing and restating Ordinance 14-030, as amended.

Minutes: County Attorney Randy Mink reviewed the proposed ordinance entitled the "Polk County Noise Ordinance", repealing and restating Ordinance 14-030, as amended. He said the testimony from the previous hearing can be incorporated into this public hearing.

The Chair opened a public hearing; no one spoke.

Upon question, Mr. Mink clarified that this can be in any lake in Polk County if it is considered a noise disturbance. He said there are not set hours for the noise for boating activities. He said sporting activities have certain hours.

RESULT:	APPROVED
MOVER:	Bill Braswell
SECONDER:	Becky Troutman

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

P.1. Shawna Davis to discuss neighboring property's code enforcement violations.

Minutes: Ms. Davis was not present.

P.2. Comments.

Minutes: James Abercrombie congratulated them on their two hour meeting and said we have not accomplished a lot. He said he is here to talk about public records. He said he will now email them his public records requests. He said there is stopping on everything he does. He said he would like to have rebuttals from the emails to the commissioners. He said he does not like the three minute rule. He said he brought a specific complaint about this park. He said he expects them to communicate through email.

County Attorney Randy Mink said the County Attorney's office does provide guidance to the divisions on public records requests.

Chair Wilson said that Mr. Abercrombie has received everything he has asked for as of today. He said we gave him everything he wanted and he keeps coming back.

Ailigh Vanderbush showed slides and discussed TNVR. She said unfed cats prey on wildlife and we should be feeding community cats. She discussed research materials.

Pam Taylor said she has been in rescue for 16 years. She said she is concerned that we are not making any changes. She said they can modify and amend the Sheriff's budget. She spoke in support of the animals.

Kay Bourque said their goal is to see change. She discussed an ordinance revision and said she will wait for a response. She asked for an animal advisory committee. She said we cannot adopt or kill our way out of this.

Eve Salimbene said she thinks they are missing the point. She said TNVR works and if you take away the breeding capabilities there are less cats. She discussed an opinion letter from Commissioner Braswell and said they have debunked his six points.

Saralyn Smith said the heart of a man can be judged by his treatment of animals. She said this is not a problem that is going away. She said Animal Control should be run by veterinarians with advisory boards. She said she will vigorously campaign against those not for change.

Commissioner Troutman responded to Ms. Smith and said she opened with a quote. She said the heart of a person can also be shown as treatment towards children. She said she will quote her, "maybe when you graduate from high school and have some real life experiences you can weigh in on this". She said when you tell that to a child on social media it also shows your heart.

Debbie Hicks said at the last meeting it was clarified that the county owns the Animal Control facility. She discussed the facility and said there have been no upgrades to the facility. She said Stacy Butterfield is here and she reports to the Board and she asked that the Sheriff also report.

Brenda Haley discussed the Pasco County Animal facility. She discussed the staff and volunteers in Pasco and said the facilities are climate controlled and have an in house pharmacy. She discussed all the things that Pasco county does and the programs that they have. She discussed a new facility being built in Tampa.

Betty Jean Ammarell discussed Pasco County Animal Control. She said they are ranked at the top and they wanted to see the facility. She asked how many of the commissioners have been out to the facility.

Diane Schaffer said there is no safe haven for cats in Polk County. She discussed the euthanasias and deaths in the Animal Control facility. She said the cats continue to multiply. She discussed the benefits of TNVR. She said the caring of animals reflects righteousness.

Shannon Medina discussed the Polk County Bully Project. She discussed the animals pulled from the Animal Control facility. She said they pulled 65% of the dogs from the facility. She said there needs to be an ordinance change to stop the flow of animals to the facility. She said they are here to help Animal Control and they are stumbling backwards.

Jhoanna Mukai Allende discussed animal welfare. She said we are not just pet owners and we are a voice. She said to visit the rescues.

Cherylann McGirt said she was a volunteer at Animal Control. She said the facility is next to the dump and discussed the smell. She said the problem is the people not caring for their pets. She said people dump their animals and this is the problem. She said having the sheriff do two jobs is too much. She said now we do not have volunteers. She said to give guidance and she wants people to take care of their animals.

Commissioner Scott said some in the community have accused him of being silent. He said he reached out to adjacent counties. He said one of the directors said that TNVR had only a minimal impact on cat population control. He said another one stated that they are sterilizing 2,200 cats that come into the shelter and they have not seen a decrease in kitten intake. He said there is a lot of parts to the puzzle and he said we all hear you. He said he encourages more solutions-based information. He said at the facility new fans have been installed and he was there when it was 96-97 degrees and it is not that bad inside. He said they also have the screen enclosures. He said this is about the communities. He discussed disaster response and said that the reasons that people get help and things get built quicker is because of the volunteering organizations. He said money does not solve the problem it takes people, compassion, care and time. He said to keep building those volunteer organizations, the ones who can take in more animals to rescue. He said Animal Control still takes in animals

regardless if they are full or not. He said we will hear their voices and there is more behind it. He said all the other counties do not have it all figured out.

Chair Wilson said we listen and we will always let them speak. He said there is nothing that is going to change at the Board. He said they are not going to make something happen. He said the Sheriff's office is the one you need to talk to. He discussed how the Sheriff is in charge of Animal Control. He said that until the Sheriff or their staff tells them that new ordinances are needed this board will not take actions. He said this Board does not tell any duly elected official or constitutional officer how to do their job. He said they are elected by voters and not hired by this Board. He said we fully trust and appreciate the Sheriff's office for their efforts. He said we have heard their opinions and there are plenty of organizations that disagree with what they say. He said their time would be better spent by taking this directly to the Sheriff's office.

Meeting adjourned at 11:45 a.m.



Polk County
Board of County Commissioners

Agenda Item G.1.

9/16/2025

SUBJECT

Tri-Party Agreement for State Housing Initiatives Program (SHIP) Funding for Grove Manor Phase II Apartments, Lake Wales, Florida. (\$1,500,000 one-time expense)

DESCRIPTION

In August 2023, the Polk County Housing and Neighborhood Development Office issued a request for proposals from experienced and qualified developers to apply for funds to develop affordable rental housing. These funds were targeted specifically for rental units serving low-income populations.

On September 1, 2023, the Board authorized staff to enter into contract negotiations with Smith & Henzy Affordable Group for the development of Grove Manor Phase II in Lake Wales, Florida. Funding for this project is provided through the State Housing Initiatives Partnership (SHIP) program in the amount of one million five hundred thousand dollars (\$1,500,000).

This Tri-Party Agreement between Polk County, Neighborhood Lending Partners (NLP), and the Developer outlines criteria for a SHIP-funded loan in the amount of \$1,500,000. The County has determined the most efficient method of providing the required loan underwriting, closing, and related services is through NLP, an entity experienced in underwriting subordinate county loans for multi-family affordable housing developments.

To expedite the fulfillment of this Tri-Party Agreement, County Management will execute all required and necessary documents on behalf of the County, including but not limited to closing, funding, and loan administration documents, as well as subordination agreements and agreements imposing restrictions on the units funded with the loan proceeds.

RECOMMENDATION

Request the Board approve the Tri-Party Agreement covering the State Housing Initiatives Program (SHIP) Funding for Grove Manor Phase II Apartments and authorize the County Manager or the manager's designee to execute documents on behalf of the County.

FISCAL IMPACT

Funds are budgeted in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Jennifer Cooper
Housing & Neighborhood Dev. Manager
(863) 534-5209
JenniferCooper@Polk-County.net

**SHIP FUNDING FOR
MULTIFAMILY RENTAL DEVELOPMENT
AFFORDABLE HOUSING DEVELOPER AGREEMENT AMONG
POLK COUNTY, GROVE MANOR PHASE II, LLC AND
NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC.**

THIS AGREEMENT (the "Agreement") is made and entered into by and among POLK COUNTY, FLORIDA, a political subdivision of the State of Florida, (the "County"), GROVE MANOR PHASE II, LLC (the "Developer"), and Neighborhood Lending Partners of Florida, Inc., a Florida not-for-profit corporation and certified community development financial institution ("NLP") as of the Effective Date defined in Article XVIII, Section 1.11 below. The County, Developer, and NLP may hereinafter be collectively referred to as the "Parties", and each individually as a "Party".

RECITALS

WHEREAS, this Agreement dated the ____ day of _____, 2025 will be effective as of the 1st day of October 2023. This date sequence is necessary to allow for project invoice reimbursements related to federal and state grant funds with encumbrance and expenditure requirements. This allows any actions taken within the specified retroactive period to be covered and governed by this contract, providing legal validity to pre-contractual conduct.

WHEREAS, the County has received State Housing Initiatives Partnership ("SHIP") program funds to assist very-low-income, low-income, and moderate-income households by providing housing assistance through various strategies including purchase assistance, rehabilitation, new construction, and rental assistance in accordance with the SHIP Act, Sections 420.907 – 420.9079, Florida Statutes, and the Rules stated in Chapter 67-37 of the Florida Administrative Code (collectively, the "SHIP Program Requirements");

WHEREAS, to identify projects where the County could strategically invest the SHIP funds to produce or preserve affordable rental housing projects in the County, the County issued Request for Proposals 23-501, Local Government Area of Opportunity Funding Application (the "County RFP"); and

WHEREAS, the Developer and Lake Wales Housing Authority ("LWHA"), are parties to that certain Option to Enter into Ground Lease Agreement dated as of September 6, 2023 (as amended, the "Option") pursuant to which LWHA and Developer agreed to enter into a ground lease (the "Ground Lease"), with respect to certain real property, more specifically described in Exhibit "A", attached hereto, and incorporated herein by reference (the "Property") on which Developer intends to develop four new residential buildings with a total of 78 affordable rental units to be known as Grove Manor Phase II (the "Project") in accordance with the SHIP Program Requirements; and

WHEREAS, the Florida Housing Finance Corporation ("FHFC") has approved an award of Low-Income Housing Tax Credits to the Developer for the Project pursuant to FHFC's Request for Applications FHFC RFA 2023-201 (the "RFA"), Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties, under FHFC's Low Income Housing Tax Credit Program ("LIHTC"); and

WHEREAS, the Developer submitted the Project as a proposal for consideration during the County's RFP process, and the County selected the Project to receive a loan (the "Project Loan") of SHIP funds in an amount not to exceed \$1,500,000 (One million, five hundred thousand dollars),

subject to all terms and conditions of this Agreement, to subsidize the construction of the Project, which will benefit very low-income and low-income persons or households; and

WHEREAS, NLP is a Community Development Financial Institution (CDFI) and is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "IRC"), exempt from federal income taxation that was established by its member area and regional commercial banks and financial institutions to assist its member banks in providing loans for construction and/or rehabilitation of affordable housing projects by underwriting and servicing such loans, and monitoring the projects financed thereby; and

WHEREAS, the County has determined the most efficient method to provide the required Project Loan underwriting, closing, administration, disbursement, servicing, management, monitoring, and reporting services (collectively, as more particularly described in this Agreement below, the "Services") is through engagement of NLP, an entity experienced in underwriting subordinate county loans for multi-family affordable developments, providing construction loans to build new and preserve existing multi-family affordable housing developments with LIHTCs and other subsidies, monitoring project property and rental compliance, and providing required project status reports and annual reviews; and

WHEREAS, NLP has agreed to provide the Services in accordance with all SHIP Program Requirements, and the Developer has agreed to accept the Project Loan in accordance with the same.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I

Section 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II

Section 1. **Definitions.** In construing this Agreement, the following words, phrases, and terms shall have the following meanings, unless the context requires otherwise:

1.1 "Very Low-Income Person or Household" shall mean one or more natural persons or a family that has a total annual gross household income that does not exceed 50 percent of the median annual income adjusted for family size for households within the Lakeland-Winter Haven metropolitan statistical area, the County, or the nonmetropolitan median for the state, whichever is greatest ("AMI"). With respect to rental units, the very-low-income household's annual income at the time of initial occupancy may not exceed 50 percent of the AMI adjusted for family size. While occupying the rental unit, a very-low-income household's annual income may increase to an amount not to exceed 140 percent of 50 percent of the AMI adjusted for family size.

1.2 "Low Income Person or Household" shall mean one or more natural persons or a family that has a total annual gross household income that does not exceed 80 percent of the AMI. With respect to rental units, the low-income household's annual income at the time of initial occupancy may not exceed 80 percent of the AMI adjusted for family size. While occupying the rental unit, a low-income household's annual income may increase to an amount not to exceed 140 percent of 80 percent of the area's median income adjusted for family size.

1.3 For SHIP assistance, "Affordability Period" shall mean a thirty ~~fifteen~~ (30 ~~15~~) year affordability period (the "Affordability Period") commencing upon Project Completion, and shall be required for all SHIP Set-Aside Units (as defined below) in the Project.

1.4 "Project Completion" means that construction work on the Project has been performed and a certificate of completion and/or temporary or permanent certificate of occupancy ("Certificate of Occupancy") has been issued by the City of Lake Wales Building Division for the Project.

1.5 "First Mortgagee" means the holder and its successors and/or assigns, of any permanent loan secured by a mortgage on the Property which has been assigned to it by a financial institution, or by any other holder of the first mortgage securing a permanent loan for the Project, including without limitation NLP.

1.6 "Extended Use Agreement" means an Extended Low-Income Housing Agreement to be entered into between the Developer and FHFC to set forth the LIHTC Extended Use Period, the Compliance Period (as such terms will be defined in the Extended Use Agreement), and to evidence commitments made by the Developer in the RFA or subsequently agreed to by the FHFC, pursuant to Section 42(h)(6) of the IRC.

1.7 "E-Verify System" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

ARTICLE III

Section 1. SHIP Requirements.

1.1 Housing that is newly constructed with SHIP funds must meet all applicable State and local codes, ordinances, and zoning requirements. SHIP Set-Aside new construction projects must meet State or local residential and building codes, as applicable or, in the absence of a State or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet the applicable requirements upon Project Completion.

1.2 All units constructed, rehabilitated, or otherwise assisted with the Project Loan must be occupied by an eligible person or eligible household as those terms are defined in Section 420.9071, Florida Statutes. (For purposes of this Agreement and the Project Loan, seven (7) units in the Project shall be deemed to have been constructed or otherwise assisted with the Project Loan and shall be referred to as the "SHIP Set-Aside Units"). The SHIP Set-Aside Units shall be floating, with a specific unit number or designation within the Project. Any remaining Project units will serve eligible persons (as defined in Section 420.9071, Florida Statutes).

1.3 The County and NLP will annually monitor those Project rental units constructed, rehabilitated, or otherwise assisted with the Project Loan, or to the extent another government entity or FHFC program provides such periodic monitoring, the County may rely on that entity's monitoring for the Affordability Period for compliance with tenant income and affordability requirements, except as referenced in Section 420.9075(4)(e), Florida Statutes (but NLP will still monitor yearly as part of its loan management) In determining the maximum allowable rents for the SHIP Set-Aside Units, thirty percent (30%) of the applicable income category (which for purposes of this Agreement shall mean 50% of AMI) divided by twelve (12) months

shall be used based on the number of bedrooms which maximum allowable rent shall not include any payments under Section 8 of the United States Housing Act of 1937 or any other rental assistance program that is paid to Developer by any governmental program of assistance or any tax-exempt organization. A one-person household shall be used for an efficiency unit, and for units with separate bedrooms, one and one-half persons per bedroom shall be used. FHFC will annually provide the County a rental limit chart based on the above calculation adjusted for bedroom size.

1.4 The Developer must also comply with the income, affordability and other LIHTC requirements pursuant to the Extended Use Agreement. Similarly, any Project units receiving assistance from other federal, State, or local programs shall be required to comply with any requirements specified by the other program in addition to applicable SHIP Program Requirements. In the event Project units are subject to multiple programs having restrictions on the same issue, the more restrictive regulation shall take precedence. If one program is silent on an issue, the program with a regulation on the issue shall apply.

1.5 Projects receiving assistance from the County's local housing assistance plan and from other State or federal programs that have conflicting verification and certification requirements, shall comply with requirements of the most restrictive program applicable to the Project.

ARTICLE IV

Section 1. Scope of Services - NLP

1.1 NLP shall provide the Services which will include Project Loan underwriting, loan closing, loan servicing, compliance monitoring, and Project monitoring. The program guidelines ("Program Guidelines") that NLP and the County shall follow are contained in the SHIP Program Requirements and in the Polk County SHIP Local Housing Assistance Plans 2023-2024, 2024-2025, and 2025-2026. NLP shall provide all Services in accordance with the Program Guidelines. Further NLP shall:

- A. Provide all the services and loan documentation including recording the loan documents necessary to facilitate and accomplish the loan closings for the Project Loan to include construction loan closing, permanent loan closing, disbursement of the Project Loan proceeds, and loan servicing. NLP shall also provide all services and documentation necessary to facilitate the disbursement of the Project Loan which will be evidenced by a subordinate promissory note and secured by a subordinate mortgage lien against Developer's leasehold interest in the Property executed and delivered by the Developer to NLP as the servicing agent for the County. Such mortgage and promissory note shall be subordinate in all respects to the Developer's first mortgage financing for the acquisition and construction of the Project and to the permanent First Mortgage. In addition, the Developer intends to obtain subordinate loans from (i) the City of Lake Wales in the approximate amount of \$1,000,000 to be secured by a third priority leasehold mortgage, and (ii) a loan from LWHA in the approximate amount of [\$_____] to be secured by a fourth priority leasehold mortgage.
- B. Prior to closing the Project Loan, the Developer must provide a Phase I Environmental Assessment of the Property reasonably acceptable to NLP. Upon receipt of the environmental report, NLP will review the findings to determine whether the Property (including the subsurface) is adversely affected by any hazardous, toxic or harmful

substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos or asbestos-containing materials, polychlorinated biphenyls, petroleum or petroleum products or byproducts, flammable explosives, radioactive materials, lead-based paint, mold, infectious substances or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by federal or state law. If the Phase 1 Assessment or other environmental reports indicate additional testing is necessary, it will be the Developer's responsibility to obtain the necessary testing and reports at its cost and expense. The Developer cannot proceed with Project development without satisfactory environmental reports, as reasonably determined by NLP.

- C. NLP will recommend a course of action and a final loan amount after careful review of the Developer's application, the appraisal, and the environmental reports. Said recommendation will conform to NLP's standard underwriting criteria including a projected debt service ratio with respect to the First Mortgage loan, which is commonly accepted by its member lending institutions.
- D. After the Project Loan closing, NLP shall provide on-going Project quality monitoring. NLP shall provide an impartial evaluation by October 31 of each year regarding the state of the Project, including an on-site annual physical inspection. The purpose of said monitoring is to ensure that the Project meets and maintains the projected financial performance, affordability levels and high quality of life standards that are expected from the County. NLP will provide a Credit Review Memo, Property Underwriting Analysis, and a Site Inspection Report highlighting the financial performance and the physical condition of the Property and each building over the preceding year.
- E. In addition, NLP will annually require the Developer provide it proof of Project insurance payment and real estate taxes. This documentation will be housed at NLP and open to the County for review at any time. The documentation will be subject to public inspection under Florida's public records law (Article I, Section 24, Constitution of the State of Florida and Chapter 119, Florida Statutes); provided, however, NLP shall have no obligation to the County to determine whether any request for such public inspection is exempt from such disclosure.

ARTICLE V

Section 1. PROJECT LOAN

1.1 County shall provide NLP with funds for it to disburse Project Loan to the Developer in accordance with the Program Guidelines and the terms of this Agreement. The Project Loan shall be evidenced by a promissory note from the Developer and shall be secured by a second priority leasehold mortgage, both instruments made in favor of NLP, as servicing agent for the County. If such Project Loan is not secured by a first mortgage as previously disclosed to and accepted by the County, the Project Loan shall be subordinate only to such senior mortgage or mortgages as approved by NLP and the County.

1.2 The Parties recognize and agree that the notes, mortgages, and other security documents (collectively "Security Instruments") executed in connection with the Project Loan hereunder will be made in the name of NLP with the County being the sole beneficial owner of all Project loan documents and the Project Loan with NLP solely as the servicing agent for the County. The County will also retain ownership of any uncommitted County funds in the

possession of NLP. NLP will be authorized to retain for its own benefit only such fees and other amounts as are authorized under this Agreement.

Section 2. **NLP FEES**

2.1 NLP shall receive from the Developer the following fees and payments for its Agreement services.

A. Application Fee: The Developer will pay NLP the sum of \$1,500.00 as an application fee and underwriting of \$6,250.

B. Origination Fee: As compensation for originating the Project Loan, the Developer shall pay NLP an origination fee of one percent (1%) of the Project Loan which NLP will retain for its account.

~~C. Loan Servicing Fee: As compensation for servicing the Project Loan, NLP shall be entitled to annually receive a fee of 75 basis points on the Project Loan balance (the "Servicing Fee"), which fee shall be paid out of the annual interest payments NLP collects on the Project Loan. This fee shall be \$11,250 collected once a year. to the extent the annual interest payment exceeds the Servicing Fee.~~

D. Developer shall pay NLP all reasonable fees and charges incurred in closing the Project Loan and disbursement of the Project Funds. NLP shall remit to the County the Developer's payment under the Project Loan documents pursuant to the terms and conditions of the Program Administration Agreement

E. Liability for Collecting Fees: The County shall not be liable to NLP for any uncollected origination or program administration fees for debt on the Project Loan, the risk of collection being borne solely by NLP.

F. Payment: In addition to the amounts that NLP is entitled to receive under this Article V, Section 2, the County may request additional services, not to exceed a total of \$50,000 annually for all services, under this Agreement. NLP shall provide proper invoices and receipts to the County. Since these services will enhance the County's ability to create viable affordable housing communities, the County will pay invoices with supporting documentation of work performed by NLP beginning upon the approval and full execution of this Agreement.

Section 3. **FUNDING AND METHOD OF PAYMENT**

3.1 The SHIP Project Loan shall be made in accordance with the Program Guidelines. Requests for funds to close the Project Loan will be made in writing by NLP which request shall contain a statement affirming that, to the best belief of NLP, based upon the Developer's certifications (with invoices and other backup) expenditures were made in accordance with the Program Guidelines. NLP shall request an advance of the Project Loan funds in order to provide payment of eligible costs.

3.2 All disbursement records and any other documents related to loan services by NLP shall be fully documented and retained by NLP for five (5) years after the satisfaction of the Project Loan or at the conclusion of any claim, audit, or litigation commenced and not concluded prior to the end of that five-year period, so as to be available, at the request of the

County, for inspection or audit in accordance with the provisions of this Agreement and applicable law.

3.3 The repayment and disposition of interest, if any, and principal payments made by the Developer to NLP shall be as follows:

A. NLP shall remit net interest received, if any, (less its 75-basis point Servicing Fee) to the County annually along with a report summarizing loan activity.

B. NLP shall remit principal payments received by NLP less any authorized expenses to the County annually along with a report summarizing loan activity.

3.4 The County shall pay NLP for any and all reasonable costs and expenses which NLP incurs to enforce the Project Loan documents, including legal fees and expenses of counsel retained by NLP who shall be reasonable acceptable to the County, and, upon foreclosure of the Developer's interests in the Property or the acceptance of a deed in lieu of foreclosure, the reasonable expenses incurred by NLP in holding such Property as agent for the County for ultimate sale or other disposition as the County may direct, including property taxes and assessments, insurance, demolition of unsafe structures on the Property, compliance and other costs, including reimbursement of amounts advanced by NLP to pay taxes and insurance, demolition and compliance costs.

3.5 Any SHIP Funds not disbursed to NLP in accordance with the Agreement by June 30, 2026 (as such date may be extended) shall be retained by the County, and the County shall have no further obligation to disburse the remaining Project Loan proceeds.

Section 4. NLP Participation Provisions

4.1 Either the County or NLP may terminate NLP's participation under this Agreement without cause upon providing the other Party at least thirty (30) days prior written notice of intent to terminate, delivered by certified mail, return receipt requested, or in person with proof of delivery.

4.2 If NLP materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof, the County may seek any remedy available to it at law or in equity to include without limitation termination of NLP as a Party to this Agreement immediately upon the completion of the applicable cure period. However, if such breach is not a breach of fiduciary duty or an unauthorized or improper use of SHIP Funds and the default cannot reasonably be cured within thirty (30) days, the County, at its option, may extend the cure period provided NLP begins such cure within the thirty (30) day period and diligently prosecutes such cure to completion within the extended period.

4.3 Effect of Termination: After NLP's receipt of a notice of termination from the County's Housing and Neighborhood Development Office and except as otherwise directed, NLP shall:

A. Cease making any further disbursement of Project Loan funds to the extent specified in the notice of termination or suspension.

B. Immediately return all SHIP Funds to the County, including the balance of funds in the loan account, together with all accounts receivable from the Developer attributable to the use of those funds.

C. Prepare all necessary reports and documents required under the terms of this Agreement, including the semi-annual financial report of usage/income of Project Loan funds and the annual financial report, showing required information up to the date of termination.

D. Take any other reasonable actions related to the termination of this Agreement as directed in writing by the County.

4.4 Termination of NLP's participation as a Party to this Agreement will not affect NLP's obligations under any separate agreement by and between the County and NLP unless termination of this Agreement is for a breach of fiduciary duty, an unauthorized use of funds, or any other unlawful act and County acts pursuant to the separate agreement(s). Further, the termination of NLP's participation as a Party to this Agreement, shall not relieve the County or NLP from the payment or distributions of any amounts due (or to be made) to Developer under this Agreement. The County shall find a reasonable successor to assume NLP's responsibilities if NLP's participation in the Agreement is terminated, in which case such successor shall continue to perform NLP's obligations in accordance with all the terms, provisions, and conditions herein.

ARTICLE VI

Section 1. DEVELOPER TERMS AND CONDITIONS

1.1 Developer shall accept and utilize SHIP Funds along with other financing source(s) to construct the Project. Upon Completion, seven (7) units will be set aside to be used for Polk County Tenant Based Rental Assistance ("TBRA") clients for the Affordability Period. **[Rick to confirm TBRA will not violate EUA or Fair Housing].**

1.2 Developer shall provide the County with the final FHFC Credit Underwriting Report (CUR) for review by the County, with a copy to NLP, prior to the closing on the Project Funds if the CUR is available; otherwise, Developer shall provide the CUR after the closing of the Project Funds once the CUR becomes available.

1.3 Developer will ensure that all its employees, agents, subcontractors, representatives, or any other individual or entity which it utilizes for the Project will fully comply with all of the terms and conditions set forth herein.

1.4 Developer shall be solely responsible for the means, methods, techniques, sequences, safety programs, procedures and permitting necessary to legally, properly, and fully complete the work associated with the Project.

1.5 Developer shall comply with all applicable laws, ordinances, judicial decisions, orders, regulations, and guidelines of federal, state, county, and municipal governments applicable to the Project in effect at the time of execution of this Agreement, during the term of the Project Loan note, mortgage and other security instruments, and during the Affordability Period, the Extended Use Agreement.

1.6 Developer, at its sole cost and expense, shall supply NLP with all documentation (including, but not limited to, mortgagee title insurance commitments, surveys, physical needs

assessments, engineering reports, environmental assessments, plans and specifications and legal opinions, required to close on the Project Loan.

1.8 E-Verify

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

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

C. By entering into this Agreement, Developer and NLP each become obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Developer and NLP shall each maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor of either Developer or NLP knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by NLP, then the offending Party may not be awarded a public contract for a period of 1 year after the date of termination. The offending Party shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

ARTICLE VII

Section 1. Payment and Project Loan Terms

1.1 This Agreement constitutes a commitment to make the Project Loan to the Developer subject to the terms and conditions hereof.

1.2 The Developer shall use the Project Loan advances to construct the Project. The Developer shall construct the Project in accordance with its response to the County RFP, as modified by the finalized Project schedule (with task listing), Project budget, and Project Loan Reimbursement Requests as approved by the Construction Lender (as defined in Section 1.3 of Article XVI, below) and the County.

1.3 The County shall advance Project Loan funds allocated herein to NLP in accordance with SHIP funding requirements. NLP will disburse the Project Loan for County SHIP funds to

the Developer and will disburse Project Loan funds in one or more advances subject to the Developer's project reimbursement request approved by NLP, and subject to the terms and conditions set forth herein and in the applicable loan documents to the Developer at the closing of the Project Loan pursuant to each request for project invoice reimbursement. The Developer may not request disbursement of Project Loan funds until the needed reimbursement requests are submitted for eligible costs. The amount of each loan reimbursement request shall be limited to the amount needed to pay such eligible costs. The Project Loan shall be evidenced by a promissory note(s) and secured by a second priority leasehold mortgage(s) and other loan documents, and the Project Loan shall be subject to the terms and conditions of an agreement ("Subordination Agreement") which subordinates the lien(s) securing the Project Loan to the lien(s) securing the First Mortgage loan. The Developer shall agree to the documents evidencing the Project Loan and expressly agrees to comply with and perform all of the terms and conditions of this Agreement, the note(s), the mortgage(s), the restrictive covenants contained in the Extended Use Agreement, and the other loan documents related thereto described below.

1.4 The Project Loan shall bear an interest rate from the date of the Note of two percent (2%) per annum, simple interest on the outstanding principal balance, for thirty (30) years. During the term of the Project Loan, interest only payments shall be made annually for thirty (30) years from seventy-five percent (75%) of Cash Flow (as defined below) and provided that Developer is not in breach or default beyond any applicable cure period, under the terms of Subordinate Note (as defined below), Subordinate Mortgage (as defined below), and this Agreement, the principal and accrued interest, if any, may be forgiven at maturity, in County's sole and absolute discretion. "Cash Flow" is defined as revenue from the Project for the previous calendar year less all expenses of the Project for the same period, including but not limited to all payments (principal and interest) on any First Mortgage, reserves due under such First Mortgage, and any Deferred Development Fee (defined as the portion of the developer fee that will not be paid from the project funding sources but will be paid from the project's cash flow and from proceeds from certain capital contributions). In the event there is insufficient Cash Flow in any year for the Developer to make any portion or the entire annual interest only payment for any given year (the amounts not paid being referred to herein, collectively as the "Deferred Amount"), the Deferred Amount shall accrue until the date when there is sufficient Cash Flow available to make such payment. To the extent there is insufficient Cash Flow in any year for Developer to pay all or any portion of the loan payment(s), the amount of the loan payments made shall be deferred and shall accrue, without interest, and will be payable at the ~~not bear interest and such Deferred Amount shall be deferred to~~ the thirtieth (30th) anniversary date of the promissory note evidencing the Project Loan.

1.5 Prior to the Project Loan closing NLP shall submit a written request to the County for advancement of SHIP funds to NLP for subsequent disbursement to the Developer in accordance with this Agreement.

The written funding request to the County from NLP shall be submitted together with the following documents relating to the Project Loan.

1. Executed promissory note from the Developer to NLP ("Subordinate Note").
2. Executed subordinate mortgage against the Developer's leasehold interest in the Property in favor of NLP (the "Subordinate Mortgage").
3. Title Insurance Commitment.

1.6 NLP shall immediately deposit Grove Manor Phase II Project Loan funds into an interest-bearing escrow account with a bank selected by NLP until such funds are advanced by NLP to the Developer pursuant to an approved reimbursement request and the terms of this Agreement. All interest earned in the account shall be retained in the account and paid monthly to the County.

1.7 Each advance of the Project Loan funds from NLP to the Developer shall be deemed to be an advance under the Subordinate Note. NLP may apply any amounts due to the Developer thereunder toward satisfaction of any of the terms or conditions of this Agreement and amounts so applied shall be part of the Project Loan and shall be secured by the lien of the Subordinate Mortgage, and all disbursements from any "contingency" categories shall be made at NLP's discretion after approval by the County pursuant to the terms of this Agreement and the applicable Project Loan document. Such approval and discretion shall not be unreasonably withheld.

1.8 Upon request from NLP, the Developer shall submit those documents requested by NLP including the invoices and reports on the actual work completed on the Project. AIA documents may be used to support other documents for application and certificate of payment. The final advance under the Project Loan will be made after NLP and the County have made an on-site inspection. The Developer shall supply partial and final lien releases from all materialmen, contractors, and sub-contractors, as may be required by the County and/or NLP in their sole discretion.

1.9 If the Developer fails to request disbursement of any Project Loan funds for a period of six (6) consecutive months from the date of this Agreement, subject to unavoidable delays, the County may, subject to the terms and conditions of the Subordination Agreement, at its option and upon fifteen (15) days prior written notice to the Developer, recoup part or all of any remaining Project Loan funds. Funds that are recouped by the County shall no longer be available for advance hereunder to the Developer.

1.10 After the Project Completion and stabilization, the Developer shall provide NLP and the County with a copy of the recorded Extended Use Agreement from FHFC promptly following the recording thereof.

ARTICLE VIII

Section 1. Project Construction

1.1 The Developer shall obtain all necessary governmental permits and approvals, as needed, and shall cause construction of the Project to begin no later than sixty (60) days after the date of closing of the SHIP Project Loan and only after the recording of a notice of commencement, and shall cause such construction to be completed with diligence and dispatch so that the construction of the Project is fulfilled in substantial accordance with the final plans, in form and content acceptable to the County, free and clear of all liens or claims for materials, labor, services, or other items furnished in the construction of the Project, and in full compliance with all building, zoning and all other applicable local, state and federal laws, ordinances and regulations for multi-family housing. Completion of the Project shall be evidenced by the Certificate of Completion and/or Certificate of Occupancy issued by the governmental authorities having jurisdiction and a final certification by the qualified construction inspector that the Project has been completed in substantial accordance with the

final plans. The Developer shall construct and operate the Project in compliance with all applicable SHIP Requirements as they pertain to the SHIP Set-Aside Units.

1.2 The County, NLP, and any other agent or representative of the County shall have the right to enter the Project during normal business hours, after reasonable notice to the Developer, for the purpose of inspecting the Project. The Developer shall cause the general contractor and all subcontractors and suppliers to cooperate with the County and their agents and representatives in the exercise of their rights and performance of their duties hereunder.

ARTICLE IX

Section 1. Insurance Requirements

1.1 The Developer shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured or loss payee, as applicable on all policies related to the project, excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's deductible per line of coverage shall not exceed \$25,000 (other than as to wind storm coverage) without the permission of the County. Policies that include Self Insured Retention may not be accepted, as provided by federal rule or regulation. In the event of any failure by the Developer to comply with these provisions, the County may, at its option, on notice to the Developer suspend the Project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Developer's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Developer shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

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

Admitted in Florida - Yes
Employer's Liability - \$200,000
All States Endorsement - Statutory
Voluntary Compensation – Statutory

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

Premises and Operations and Products/Completed Operations.

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages; independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

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

Prior to Project Completion, the Developer must obtain comprehensive Builder's Risk insurance for the Project with the County named as an Additional Insured on the Policy.

1.2 The Developer shall require and ensure that each of its contractors, sub-contractors and consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

1.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

1.4 Any request for an exception to these insurance requirements must be submitted in writing to the County for approval, which County may decline to approve in the County's sole discretion.

1.5 Prior to execution and commencement of any Project operations/services provided under this Agreement, the Developer shall provide the County and NLP with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Developer shall also provide a Blanket Additional Insured Endorsement for each policy as required above. The certificates shall clearly indicate that the Developer has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Polk County, a political subdivision of the State of Florida
Attn.: Housing and Neighborhood Development Office
1290 Golfview Ave.
P.O. Box 9005
Bartow, Florida 33831

Section 2. Indemnification

The Developer shall indemnify, defend, and hold harmless the County, and each of their respective officers, agents, and employees, from and against any and all actions, claims, or actual damages arising out of, relating to, or resulting from the intentional, negligent, or wrongful act(s) of the Developer, or any of its officers, agents, or employees pertaining to its Agreement duties and obligations, the Project, and the Project Loan. The County shall provide the Developer with written notice of any matter subject to this indemnity provision and an opportunity to defend any third-party claim which may result in an indemnification obligation under this Agreement and the County shall not settle an indemnification claim without the consent of the Developer.

ARTICLE X

Section 1. Fair Housing

1.1 The Developer shall not discriminate against any person or family on the grounds of race, color, national origin, religion, familial status, sex, sexual orientation, or disability. The Developer shall comply with Polk County Ordinance 2005-043, the Polk County Fair Housing Ordinance.

1.2 The Developer shall maintain records of its affirmative marketing efforts and keep them available for review by the County's Housing and Neighborhood Development Office staff.

1.3 The Developer shall assess the success of its affirmative action efforts and when applicable, undertake all necessary corrective actions as mandated by the County, when affirmative marketing requirements are not met.

ARTICLE XI

Section 1. Rental Housing Restrictions

1.1 The Project shall consist of seventy-eight (78) units, including 18 – 1-bedroom units, 42 – 2-bedroom units, and 18, 3-bedroom units. Pursuant to the Extended Use Agreement, the Extended Use Agreement unit set-aside levels are 30%, 60%, 70%, and 80% of the AMI, with twelve (12) units at or below 30% AMI, 42 units at or below 60% AMI, 12 units at or below 70% AMI, and 12 at or below 80% AMI.

1.2 The Polk County Housing & Neighborhood Development Office will make the referrals for SHIP Set-Aside Units. The referrals for TBRA clients will follow all HOME Program Guidelines. TBRA clients are 50% and below the AMI.

1.3 When complying with its Article XI, Section 1.3 obligations, the Developer's property manager ("Management Company") shall obtain a certification of income and age for each prospective tenant prior to the commencement of a proposed assisted unit lease. Source documentation for each adult household member shall be obtained to support income claims. The form of Certification shall be as required by the SHIP program income certification requirements.

Should the annual income at recertification of a household occupying a SHIP Set-Aside Unit result in non-compliance with the unit's income occupancy requirements, the Management Company must rent the next available Project unit to a qualifying household to ensure its continuing compliance with the SHIP Program Requirements for the Project.

1.4 The SHIP Set-Aside Units will assist Very Low-Income Persons or Households (i.e., persons or households with income at or below 50% AMI). The County acknowledges that the Developer is also subject to restrictions of the LIHTC program under Section 42 of the IRC. The Developer will be in compliance with the average income test as provided in Section 42 of the IRC and its accompanying Treasury Regulations. Rents payable by the tenant as the SHIP Set-Aside Units shall comply with the federal rent guidelines released annually by HUD, the most current of which is attached and made part of this Agreement as Exhibit C

1.5 All of the SHIP Set-Aside Units in the Project shall be affordable for no less than a minimum period of thirty ~~fifteen~~ (30 ~~15~~) years from the date of Certificate of Completion or Certificate of Occupancy for the Project issued by the County. When using blended funds to finance the Project, the use of Funds in the SHIP/HOME-American Rescue Plan

Program/LIHTC requires the Developer to adhere to requirements from each funding source and apply whichever is more restrictive.

1.6 The Developer shall cooperate with the County and NLP by allowing on-site inspections of the SHIP Set-Aside Units for compliance with Housing Quality Standards and local code requirements. These inspections will be conducted on each unit before occupancy and, thereafter, a sample of units will be inspected at a minimum every year during the Affordability Period.

1.7 Notwithstanding the foregoing, the Developer may establish compliance with the requirements of this Article by providing to the County the annual compliance monitoring reports prepared by the FHFC's compliance monitor.

1.8 All the Project's SHIP Set-Aside Units shall be rented solely to Very Low-Income Persons or Households whose incomes do not exceed those as provided under the SHIP Program Requirements.

1.9 The Developer shall verify the household income and age of the prospective tenants for eligibility in all SHIP Set-Aside Units prior to the initial occupancy, thereafter, income verification shall be performed on an annual basis.

1.10 The Management Company shall obtain a certification of income and age for each prospective tenant prior to admission to the Project. Source documentation for each adult household member shall be obtained to support income claims. The form of Certification shall be as required by the SHIP regulations.

Should the annual income recertification of such households result in non-compliance with income occupancy requirements, the next available unit must be rented to a qualifying household in order to ensure continuing compliance of the Project.

ARTICLE XII

Section 1. Records and Reports

1.1 During the construction of the Project, the Developer shall provide the County and NLP, a status construction report concerning the progress made on the Project as requested by NLP not less than quarterly. The information provided should be a narrative summary of progress, including but not limited to, the percentage of the Project completion, selection of contractors, expenditures, and such other information as required under this Agreement and as may be deemed appropriate by the County. Such report shall be due within ten (10) days of NLP's request.

1.2 The Developer shall cooperate with the County and NLP in the implementation and maintenance of an evaluation system to monitor the Project. Such cooperation shall include, but not be limited to, periodic submission of tenant data reports, affirmative marketing efforts, and annual tenant income re-certifications and other obligations in this Agreement.

1.3 The Developer shall maintain complete and accurate records of the income for each of the qualifying occupants and the rents charged for the SHIP Set-Aside Units. All records shall be maintained in accordance with the SHIP Program Requirements. The Developer shall permit any duly authorized representative of Polk County to inspect the books and records upon reasonable notice and during reasonable business hours.

1.4 The Developer shall furnish to the County's Housing and Neighborhood Development office a copy of the Developer's annual Certificate of Housing Credit Program Compliance Form AOC-1, Program Report Summary Form PR-1 and Recap of Tenant Income Certification Form AR-1 submitted to the FHFC. Copies shall be submitted on an annual basis subsequent to the issuance of the first certificate of occupancy for the Project.

1.5 Notwithstanding anything contained herein to the contrary, if the requirements set forth in this Article XII shall in any manner conflict with the Low-Income Housing Credit requirements of Section 42 of the IRC, as they may be amended from time to time, such provisions of the IRC shall control.

ARTICLE XIII

Section 1. Compliance with Applicable Laws and Other Conditions

1.1 In the performance of its Services under this Agreement, NLP shall comply with the SHIP Program Guidelines as well as any other applicable laws and regulations of the State of Florida and with those county, state, and federal laws, ordinances, rules, regulations, and resolutions of governmental authorities described on Exhibit B attached hereto and made a part hereof.

1.2. Audit Requirements – In the event that the Developer expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; Rule Chapter 69I-5, Florida Administrative Code, State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. HIP Rule: 67-37.007(11), F.A.C

A. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance provided from the State Housing Initiatives Partnership (SHIP) funds, 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.

B. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), 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.

C. If the recipient expends less than \$750,000.00 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, Florida Statutes, is not required. If the recipient expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

1.3 The Developer shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, the Americans with Disabilities Act of 1990 (42 U.S.C. §12131), and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by the Developer shall include a provision for compliance with all such regulations. The Developer shall keep records demonstrating compliance with these regulations.

1.4 The Developer shall provide a drug-free workplace. The Developer shall comply with the Drug-Free Workplace Act of 1988.

1.5 By executing this Agreement, the Developer hereby certifies that it is not on the "Convicted Vendor List" maintained by the Department of Management Services pursuant to Section 287.133(3)(d), Florida Statutes, and that it shall not contract or subcontract with any entity that appears on such list for the performance of any work or services pursuant to this Agreement. The Developer understands that should this certification be falsified, that the County reserves the right to: (1) terminate this Agreement; and (2) pursue any of the County's available legal rights and remedies.

1.6 If the completed rental Project is not occupied by eligible tenants within six months following the date of Project Completion, the County will request that the Developer submit marketing information, and if appropriate a marketing plan. The County will require the Developer to repay Project Loan funds invested in any Project housing unit that has not been rented at least once to eligible tenants within eighteen (18) months after the date of Project Completion.

ARTICLE XV

Section 1. Additional Developer Covenants

1.1 The Developer shall comply promptly with all applicable federal, state, and local laws, ordinances and regulations relating to the construction, use, and leasing of the Project, and shall obtain and keep in good standing all necessary licenses, permits and approvals required or desirable for construction and use of the Project.

1.2 The Developer will not knowingly engage in any activity or enter into any relationship which will give rise to any loan or brokerage commission with regard to the Project Loan, and the Developer hereby agrees to indemnify NLP and the County from the claims of brokers arising by reason of the execution hereof or the consummation of the transactions contemplated hereby.

1.3 The Developer will, upon reasonable demand of NLP or the County, correct any structural defect in the Project or any material and substantial departure from the final construction plan documents not approved by NLP and the County, or perform any material condition to NLP or the County's obligations hereunder not satisfied or no longer satisfied. The advance of any proceeds of the Project Loan shall not constitute a waiver of NLP's or the County's right to require compliance with this covenant with respect to any such defects or material and substantial departures from the final construction plan documents not theretofore discovered by, or called to the attention of NLP, the County and the inspector, or with respect to the Developer's failure to satisfy or continue to satisfy any condition under this Agreement, whether or not NLP required performance thereof. However, if any defects cited by or not approved by NLP or the County remain unresolved for more than sixty (60) days, then NLP may withhold future payment to the Developer under this Agreement or the Project Loan

documents until the defect is resolved or cured to the reasonable satisfaction of NLP and the County.

1.4 The Developer shall establish and maintain a reasonable accounting system in accordance with Generally Accepted Accounting Principles, which enables ready identification of its contractors and of the Developer's cost of goods and use of funds. Such an accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of the Project. The Developer shall ensure in its contract with its general contractor that NLP and the County or its designee shall have access to such books, records, contracts, subcontract(s), financial operations, and documents of the general contractor as required to comply with this section for the purpose of inspection or audit upon reasonable notice during normal business hours at the general contractor's place of business.

1.5 The Developer shall cooperate with NLP in obtaining for NLP and the County the benefits of any insurance or other proceeds lawfully or equitably payable to it in connection with the transaction contemplated hereby and the collection of any indebtedness or obligation of the Developer to NLP incurred hereunder (including the payment by the Developer of the expense of an independent appraisal on behalf of NLP in case of a fire or other casualty affecting the Development). The prosecution, settlement and use of insurance claims/proceeds shall be governed by the respective terms of the first mortgage and loan documents of the Senior Lender.

1.6 The Developer will do all acts and execute all documents for the better and more effective carrying out of the intent and purposes of this Agreement, as NLP and the County shall reasonably require from time to time and will do such other acts reasonably necessary or desirable to preserve and protect the collateral at any time securing or intending to secure the Subordinate Note, as NLP or the County may reasonably require.

1.7 The Developer will utilize the proceeds of the Project Loan solely for the Construction Costs for the Project (as such term is defined in the Developers' fully executed Project Loan documents) pursuant to the terms of such documents.

1.8 The Developer shall not assign this Agreement or any interest therein, and any such assignment shall be void and of no effect.

1.9 They shall not incur new or additional liabilities that would constitute liens against the Property or the Project, other than as expressly provided for herein and in the loan documents of the Senior Lender and except for liabilities incurred in the ordinary course of business unless otherwise approved by the County.

1.10 If for any reason the entire amount of the Project Loan is not used to fund the Construction Costs or toward permanent financing of the Development, the principal amount of the Project Loan shall be reduced by the amount of the unused funds, which shall be retained by the County, and the principal sum of the Subordinate Note shall be adjusted accordingly.

1.11 Neither NLP nor the County shall be liable to materialmen, contractors, subcontractors, sub-subcontractors, laborers, suppliers or others for goods or services delivered by them in or upon the Property or employed in the construction of the Project, or for any debts or claims

accruing to any of said parties against the Developer or against the Property, and it is distinctly understood and agreed that there is no contractual relationship, either express or implied, between either NLP or the County, and any material men, contractors, sub-contractors, sub-subcontractors, craftsmen, laborers or any person supplying any work, labor or material. The Developer is not, and shall not be, the agent of either NLP or the County for any purpose, nor shall any of them be the agent of the Developer for any purpose, except, as to both, as may be specifically set forth herein. Nothing in this Agreement, or any Project Loan document shall be construed to make the Developer and NLP and the County partners, or joint or co-venturers, and the relationship of the Developer with respect to NLP and the County shall at all times be that of debtor and creditor.

ARTICLE XVI

Section 1. Default

1.1 Upon the occurrence of any of the following events and subject to any applicable cure periods (an "Event of Default") all obligations on the part of NLP and the County to make any advances under the Project Loan documents shall, if NLP elects, terminate, and NLP may, subject to the terms and conditions of the Subordination Agreement, at its option exercise any of its remedies set forth herein, and in the Project Loan documents but NLP may make any advances or parts of advances after the happening of any Events of Default without thereby waiving the right to exercise such remedies without becoming liable to make any further advance. Upon the occurrence of any Event of Default under the Project Loan documents, NLP will, subject to the terms and conditions of the Subordination Agreement, demand and consider a cure provided within the applicable cure period by, as applicable. An Event of Default includes the following:

A. Prior to completion of construction of the Project, if the Developer fails to, or is unable to, satisfy or keep satisfied any condition within the Developer's reasonable control to an advance under this Agreement for a period in excess of thirty (30) days following written notice from NLP or the County.

B. If for any cause whatsoever other than Unavoidable Delays (as hereinafter defined) the construction of the Project is at any time discontinued for more than sixty (60) consecutive business days, or not carried on with diligence and dispatch, in the reasonable judgment of NLP, or if the Project, in the reasonable judgment of NLP, is not being constructed or has not been completed in a good and workmanlike manner in substantial accordance with the final plans, this Agreement, and all laws, rules, regulations and requirements of all governmental authorities having or claiming jurisdiction, now existing or hereafter enacted, adopted or promulgated, or if the certificate of occupancy for the Development or other certificates of compliance with zoning ordinances and building regulations have not been issued within thirty (30) days after the Completion Date, as the same may be extended. "Unavoidable Delays" is defined as delays due to strikes, blackouts, acts of God, failure or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental authority, enemy action, civil disturbance, fire, inclement weather which results in a local declaration of emergency under state law, or any other act beyond the reasonable control of the Developer, (excluding, however, the inability or failure of the Developer to obtain any financing which may be necessary to carry out its obligations under this Agreement), provided, however, within thirty (30) days after the termination of the occurrence which caused any such delay, the Developer shall have given written notice to NLP of the cause of the delay and the period of time during which it existed, and the period of Unavoidable Delay shall be such period of time

during which the particular delay existed or such longer period of time as NLP, in its reasonable discretion, may determine.

C. If any warranty or material representation made by the Developer in this Agreement or pursuant to the terms of the Project Loan documents shall at any time be found to be false or misleading in any material respect as of the date made, or if the Developer shall fail to keep, observe, or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Subordinate Note, the Subordinate Mortgage, the First Mortgage, or any other Project Loan document (provided, that with respect to nonmonetary Events of Default, NLP shall give written notice to the Developer, who shall have forty-five (45) days to cure which time may be reasonably extended by NLP and that with respect to monetary Events of Default, the Developer shall have a fifteen (15) day grace period), or is unable or unwilling to meet its obligations thereunder.

D. If any building permit or other governmental permit, license or approval required in connection with the Project is not maintained in full force and effect, expires, or is cancelled and not reinstated or renewed within thirty (30) days of such cancellation or expiration, and such permit, license or approval is necessary for the stage of construction then ongoing, or for the operation of the Project once complete.

E. Developer's uncured default of any other agreement through which it has received funding necessary to develop and construct the Project.

1.2 If the Developer has failed to comply with its obligations under the Project Loan documents, then NLP shall give written notice to the Developer, who shall have fifteen (15) days, or such additional period of time approved in writing by NLP to provide any additional information requested by NLP and thirty (30) days to cure such insecurity if a cure is deemed necessary by NLP.

1.3 Any notice of default given to Developer hereunder shall also be given the investor member of Developer and the construction phase first mortgagee (the "Construction Lender"), and the County and/or NLP shall accept any timely cure by the Investor Member as if such cure was made by Developer, these entities shall be determined prior to disbursement of funds.

ARTICLE XVII

Section 1. Remedies of NLP and the County

1.1 Subject to the terms of the Subordination Agreement with the Senior Lender, upon the occurrence of an Event of Default as provided in Section XVI, above, which has continued beyond any applicable cure period, or upon the Developer's failure to timely deliver any portion, or the entirety, of the Project in accordance with the Project Loan unless such failure is timely cured in accordance with any applicable time period, then the County or NLP, at their option and upon delivering written notice to the Developer, may pursue any one or more of the following remedies for such default:

A. Immediately terminate the Agreement.

B. Commence an appropriate legal or equitable action to require the Developer's specific performance under this Agreement.

C. Accelerate payment of the Subordinate Note and any amounts due under the Project Loan documents and any other sums secured by the Subordinate Mortgage and commence appropriate legal and equitable actions to foreclose the Subordinate Mortgage and to collect all amounts due from the Developer under the Project Loan documents.

D. Exercise all rights under the Project agreements with the general contractor, the architect, and the engineer for the Project, or employ others to complete the construction, and thereafter lease or let the Project; and take such action as may be reasonable to preserve and protect the Project and the construction site, and any construction materials stored thereon.

E. Exercise any other rights or remedies the County or NLP may have under the Subordinate Mortgage, or any other Project Loan document or other document executed in connection with the Project Loan, or which may be available under applicable law; and

F. Pursue any and all other options, rights, and remedies available in law, equity, or under any Project document for the County or NLP to protect their respective interests.

1.2 Certain Material Defaults. Among other matters, including without limitation, the Developer's failure to timely deliver any portion, or the entirety, of the Project in accordance with the Agreement documents, as described immediately above, any of the following shall constitute the Developer's material default of the Agreement: the appointment of a receiver to take possession of all or substantially all of the Developer's assets, a general assignment by the Developer for the benefit of creditors, or any action taken by or suffered by Developer under any insolvency or bankruptcy act; or the Developer is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Agreement made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Project Loan documents and within any other Project Loan agreements by and between the County (or NLP as the County's agent) and the Developer.

1.3 No right, power, or remedy of NLP or the County as provided in this Agreement is intended to be exclusive of any other right, power, or remedy of NLP or the County, but each and every such right, power, and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to NLP and the County now or hereafter existing at law or in equity and may be pursued separately, successively, or concurrently at the sole discretion of NLP and/or the County. The failure of NLP or the County to exercise any such right, power or remedy, shall in no event, be construed as a waiver or release of any right, power, or remedy thereof.

1.4 The Developer shall not sell, exchange, assign, convey, transfer, or otherwise dispose of the Property, the Project, or any building in the Project without prior written notice to the County.

ARTICLE XVIII

Section 1. General Terms

The following shall be applicable throughout the period of this Agreement or thereafter as provided herein:

1.1 All conditions imposed on the Developer hereunder are imposed solely and exclusively for the benefit of NLP and/or the County and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that NLP will make Project Loan advances in the absence of strict compliance with any or all conditions and requirements thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of this Agreement or the Project Loan documents, any provisions of which may be freely waived in whole or in part by NLP or the County at any time if, in their sole discretion, they deem it desirable to do so.

NLP and the County make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the Developer of the Project or the absence therefrom of defects. All inspections and other services rendered by or on behalf of NLP or the County shall be rendered solely for the protection and benefit of NLP or the County. Neither the Developer nor other third persons shall be entitled to claim any loss or damage against NLP or the County or against its agents or employees for failure to properly discharge their duties.

1.2 The Developer shall indemnify NLP and the County, its directors, officers, members, officials, employees, and agents, from any liability, claims, or actual losses resulting from the disbursement of the proceeds of the Project Loan to the Developer or the general contractor for the Project or from the condition of the Project, whether related to the quality of construction or otherwise, and whether arising during or after the term of the Project Loan excluding losses arising from the misconduct, bad faith, or negligence of NLP or the County, and their respective directors, officers, members, officials, employees, and agents. This provision shall survive the repayment of the Project Loan and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists. NLP and the County shall provide Developer with written notice of any matter subject to this indemnity provision and an opportunity to defend any third-party claim which may result in an indemnification obligation under this Agreement and NLP and the County shall not settle any such indemnification claim without the consent of the Developer.

1.3 The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

1.4 If performance of any provision hereof or any transaction related hereto is limited by law, then the obligation to be performed shall be reduced accordingly; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in part, then the invalid part of said clause or provision only shall be held for naught, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

1.5 The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Any and all legal action necessary to enforce the provisions of this Agreement will be held in Polk County, Florida. Venue for any litigation involving this Agreement shall be the Circuit Court in and for Polk County, Florida.

1.6 If NLP or the County shall waive any provisions of this Agreement or the Project Loan documents or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and NLP or the County shall thereafter have the right to insist upon the enforcement of such

conditions or provisions. Furthermore, no provision of this Agreement shall be amended, waived, modified, discharged, or terminated, except by instrument in writing signed by the parties hereto.

1.7 All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) national express air courier, provided such courier maintains written verification of actual delivery; or (c) U.S. Mail, Certified, Return Receipt requested. Any notice or other communication given by the means described in this section shall be deemed effective upon the date of receipt or upon the date of refusal to accept delivery by the Party to whom such notice or other communication has been sent. Any party may change said address by giving the other parties hereto Notice of such change of address in accordance with the foregoing provisions.

As to Polk County: Polk County Housing and
Neighborhood Development Office
1290 Golfview Ave.
Bartow, Florida 33831-9005

Copy to: Polk County Attorney's Office
Polk County Administration Building
330 W. Church Street, Drawer AT01
Bartow, Florida 33831-9005

As to the Developer Grove Manor Phase II, LLC
1100 NW 4th Avenue
Delray Beach, FL 33444
Attn: Darren Smith

Copy to: LWHA:
Al Kirkland, Jr.
Executive Director
Lake Wales Housing Authority
P.O. Box 426
Lake Wales, FL 33859-0426

Copy to: Robert Cheng
Shutts & Bowen LLP
Tel: (305) 415-9083
200 South Biscayne Blvd., Ste. 4100,
Miami, FL 33131

Copy to: Bernice Saxon
Saxon Gilmore & Carraway, P.A.
201 E. Kennedy Blvd., Suite 600
Tampa, FL 33602

As to NLP: Neighborhood Lending Partners of Florida, Inc.
3615 W Spruce Street

Tampa, FL 33607
Attn: George Romagnoli

1.8 This Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, legal representatives, successors, and assigns; but nothing herein shall authorize the assignment hereof by the Developer.

1.9 This Agreement may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

1.10 Notwithstanding any other provision herein, all rights, title, interests, covenants, and Agreements herein are subject to the rights, title, interests, covenants, and Agreements of the First Mortgagee under its respective loan documents.

1.11 The "Effective Date" of this Agreement shall be the 1st day of October 2023, with the signature date being the date that all Parties have executed this Agreement. Immediately upon signing the counterparts, that party shall notify the other parties and provide them a copy or counterpart, as applicable, of the fully executed Agreement.

This portion of the agreement intentionally left blank

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

ATTEST
STACY M. BUTTERFIELD, CLERK

POLK COUNTY, a political subdivision of the State of Florida

Deputy Clerk

T.R. Wilson, Chairman
Board of County Commissioners

Date: _____

Date: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

ATTEST

Grove Manor Phase II, LLC,
a Florida limited liability company
1100 NW 4th Avenue
Delray Beach, FL 33444

Print Name

By: SHAG Grove Manor Phase II, LLC, a Florida limited liability company, its Manager

Title

By: _____
Darren Smith, Manager

Date: _____

ATTEST

Neighborhood Lending Partners of Florida, Inc., a Florida not-for-profit corporation

Print Name

By: _____
Name: _____
Title: _____

Title

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of POLK, State of Florida, and described as follows:

A parcel of land lying within...

INSERT WHEN AVAILABLE

EXHIBIT B

BLANKET ADDITIONAL INSURED ENDORSEMENT [Please provide]

EXHIBIT C

Florida Housing Finance Corporation
SHIP and HHRP Programs

HUD release: 4/1/2025

Effective: 4/1/2025

County (Metro)	Percentage	Income Limit by Number of Persons in Household									
	Category	1	2	3	4	5	6	7	8	9	10
Polk County	30%	\$17,500	\$21,150	\$26,650	\$32,150	\$37,650	\$43,150	\$48,650	\$54,150	Refer to HUD	
(Lakeland- Winter Haven MSA)	50%	\$29,200	\$33,350	\$37,500	\$41,650	\$45,000	\$48,350	\$51,650	\$55,000	\$58,310	\$61,642
	80%	\$46,700	\$53,350	\$60,000	\$66,650	\$72,000	\$77,350	\$82,650	\$88,000	\$93,296	\$98,627
Median: 83,300	120%	\$70,080	\$80,040	\$90,000	\$99,960	\$108,000	\$116,040	\$123,960	\$132,000	\$139,944	\$147,941
	140%	\$81,760	\$93,380	\$105,000	\$116,620	\$126,000	\$135,380	\$144,620	\$154,000	\$163,268	\$172,598

Florida Housing Finance Corporation (FHFC) income and rent limits are based upon figures provided by the United States Department of Housing and Urban Development (HUD) and are subject to change. Updated schedules will be provided when changes occur.

County (Metro)	Percentage	Rent Limit by Number of Bedrooms in Unit					
	Category	0	1	2	3	4	5
Polk County	30%	\$437	\$483	\$666	\$872	\$1,078	\$1,285
(Lakeland- Winter Haven MSA)	50%	\$730	\$781	\$937	\$1,083	\$1,208	\$1,333
	80%	\$1,167	\$1,250	\$1,500	\$1,733	\$1,933	\$2,133
Median: 83,300	120%	\$1,752	\$1,876	\$2,250	\$2,599	\$2,901	\$3,199
	140%	\$2,044	\$2,189	\$2,625	\$3,032	\$3,384	\$3,732



Polk County
Board of County Commissioners

Agenda Item G.2.

9/16/2025

SUBJECT

2nd Amendment to Power Line Road Northern Extension (Phase 1) Infrastructure Agreement - Cost increase in the amount of \$3,250,490

DESCRIPTION

This is a request to amend the Infrastructure & Impact Fee Credit Agreement for Power Line Road Northern Extension Phase 1. The amendment seeks to increase the agreed upon cost of the improvement from \$10,805,447 to \$14,055,937 (a difference of \$3,250,490) to cover increased costs that have occurred due to change order requests. Exhibit "A" of the proposed amendment details the proposed change order costs. A significant amount of the cost increase is due to improvements triggered from the FDOT permit at the proposed intersection of Power Line Road and US Highway 17/92.

The original infrastructure agreement was approved by the Board on March 3rd, 2023 with the first phase of a needed north-south parallel corridor to help relieve existing and future congestion along portions of US Highway 27 and US Highway 17/92.

RECOMMENDATION

Approve 2nd Amendment to the infrastructure agreement.

FISCAL IMPACT

The proposed amendment will increase the reimbursement amount owed to the Developer by the County from \$10,805,447 to \$14,055,937 (a difference of \$3,250,490). The funding for this project will be available on October 1, 2025, in the form of impact fee credits (25%) and cash (75%) that is available in the Roads & Drainage CIP under Developer Agreements for Road Improvement projects.

CONTACT INFORMATION

Thado N. Hays, CPM
Concurrency & Entitlements Manager
Thadohays@polk-county.net

SECOND AMENDMENT TO
INFRASTRUCTURE AND IMPACT FEE CREDIT AGREEMENT
POWER LINE ROAD – NORTHERN EXTENSION
PHASE 1
BETWEEN POLK COUNTY AND JACKSTONE DEVELOPMENT LLC, GLK
REAL ESTATE LLC, NORTHEAST POLK LAND INVESTMENTS LLC, CH-
DEV LLC, AND JM BI REAL ESTATE LLC

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 JACK STONE DEVELOPMENT LLC, a Florida limited liability company (**“DEVELOPER”**), GLK REAL ESTATE LLC, a Florida limited liability company (**“GLK”**), NORTHEAST POLK LAND INVESTMENTS LLC, a Florida limited liability company (**“NPLI”**), CH-DEV LLC, a Florida limited liability company (**“CH-DEV”**), and JM BI REAL ESTATE LLC, a Florida limited liability company (**“JM BI”** and collectively with GLK, NPLI, and CH-DEV, **“LAND OWNERS”**).

WHEREAS, the COUNTY, and DEVELOPER and LAND OWNERS entered into an Infrastructure and Impact Fee Credit Agreement dated effective February 14, 2023 (the **“AGREEMENT”**) related to the construction of specific roadway transportation improvements, to extend Power Line Road from South Boulevard to U.S. 17-92, as described in the Plans and Specifications and depicted in Exhibit “C” of the AGREEMENT, Transportation Improvements Depiction, to alleviate existing infrastructure deficiencies, that would benefit the general traveling public and maintain the functionality of the affected transportation infrastructure; and

WHEREAS, said Transportation Improvements, as defined in the AGREEMENT, included improvements are required to provide sufficient transportation capacity on Polk County’s road network, including U.S. Highway 17/92 and Power Line Road, as defined in the AGREEMENT; and

WHEREAS, at the time of execution of the AGREEMENT, DEVELOPER and the COUNTY agreed, to reimburse the DEVELOPER for the actual costs incurred for the estimated improvements at US Highway 17/92, which remained subject to permitting by the Florida Department of Transportation; and

WHEREAS, the COUNTY, and DEVELOPER and LAND OWNERS now wish to amend the AGREEMENT to update the Transportation Improvements, make adjustments to the Reimbursement Amount, and make additional modifications as further set forth below to meet the requirements, specifications, and requests of the Florida Department of Transportation relative to the specific improvements at US Highway 17/92 and Power Line Road and for other cost increases and change orders.

NOW THEREFORE, the COUNTY and SCR hereby agree as follows:

1. The recitals stated above are true and correct and fully incorporated herein. Capitalized terms used herein shall have the same meaning as ascribed in the AGREEMENT unless otherwise defined herein.
2. Section 6.A of the AGREEMENT is hereby revised to increase the Reimbursement Amount issued under the AGREEMENT from an original not-to-exceed amount of \$10,805,447 to a new not-to-exceed amount of \$14,055,937.
3. Section 6.C of the AGREEMENT is hereby revised to increase the Cash Reimbursements amount issued under the AGREEMENT from an original amount of \$8,100,000 to a new amount of \$10,536,638.33.
4. Exhibit "C" of the AGREEMENT, Cost Estimate, is hereby amended and replaced in its entirety with the "Revised Actual Costs" attached to this Second Amendment as Exhibit "A" and incorporated herein by reference.
5. The AGREEMENT, as amended by this Second Amendment, continues in full force and effect for a period of ten (10) years from the execution of this First Amendment.

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

COUNTY

ATTEST:
 STACY M. BUTTERFIELD
 CLERK

POLK COUNTY, a political subdivision
 of the state of Florida

By: _____
 DEPUTY CLERK

By: _____
 T.R. Wilson, Chair
 Board of County Commissioners

Date signed by Chairman: _____

DEVELOPER

WITNESSES:

JACKSTONE DEVELOPMENT LLC, a
 Florida limited liability company

By: _____

 Print Name

By: _____

Print Name: _____

By: _____

 Print Name

Title: _____

Date: _____

JOINDER AND CONSENT OF LAND OWNERS

WITNESSES:

By: _____

Print Name

By: _____

Print Name

GLK

GLK REAL ESTATE LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Print Name

By: _____

Print Name

NPLI

NORTHEAST POLK LAND INVESTMENTS LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Print Name

By: _____

Print Name

CH-DEV

CH-DEV LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Print Name

By: _____

Print Name

JMBI

JMBI REAL ESTATE LLC, a Florida
limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

EXHIBIT "A" REVISED ACTUAL COSTS

PLR PHASE 1 RECON - 8.29.2025

	Engineer's Original Cost Estimate from Dev. Agreement	Actual Bid Cost	Cost Increase from Initial Estimate	Notes
Clearing & Earthwork	\$ 958,665	\$ 1,238,128	\$ 279,463	"Original Bid Cost" represents amount from the initial QGS bid
Paving	\$ 5,079,521	\$ 4,024,372	\$ -	"Original Bid Cost" represents amount from the initial QGS bid
Storm Drainage	\$ 1,259,157	\$ 1,595,354	\$ 336,198	"Original Bid Cost" represents amount from the initial QGS bid
Highway 17/92 Intersection Improvements	\$ 1,200,000	\$ 1,700,874	\$ 500,874	"Original Bid Cost" represents amount from the initial QGS bid
Signalization	\$ 500,000	\$ 540,971	\$ 40,971	"Revised cost" represents amount from the initial Traffic Engineering Bid
Engineering, Permitting & Construction Admin	\$ 400,000	\$ 874,952	\$ 474,952	Costs for Engineering, Permitting, Const. Admin, Survey & Geopointe
Survey	\$ 17,500	Included in Eng # above	\$ -	
GeoPoint	\$ 15,000	Included in Eng # above	\$ -	
Performance Bond	\$ -	\$ 156,516	\$ 156,516	
Construction Management	\$ 175,000	\$ 175,000	\$ -	
Subtotals	\$ 9,604,842	\$ 10,306,168	\$ 1,788,975	*Bid costs exceeds the initial costs estimate, but falls under the total amount approved by the Agreement.

	Change Order Totals	Notes
CHANGE ORDERS		
QGS Change Orders: \$2,187,998.00		
Ph1 CO#1 - QGS Inspection	\$ 24,038	*Paid to inspectors for work after 3:30pm on weekdays and any Saturday work.
Ph1 CO#4 - QGS Plan Revisions	\$ 64,629	*Misc. plan changes requested by Polk County and approved.
Ph1 CO#6 - QGS Guard Rail	\$ 38,104	*Guard rails installed on Power Line Road and North Blvd. Deemed necessary for safety.
Ph1 CO#7 - QGS Add'l Driveway Apron	\$ 25,305	*Provided as a courtesy to the property owner at the southeast corner of Power Line Road and South Blvd.
Ph1 CO#9 - QGS Unsuitable Material Haul off	\$ 185,763	*During excavation of portions of the road trash and unsuitable materials were found and hauled offsite.
Ph1 CO#11 - North Blvd. Changes	\$ 103,187	*Elevation changes at the intersection were too steep. Required to lower existing grade elevation further east on North Blvd.
Ph1 CO#13 - Redesign Horseshoe CK Rd	\$ 120,102	*Plans redesigned to minimize elevation impacts through the intersection. Required milling/resurfacing as well as overbuild on the west side of the intersection.
Ph1 CO#15 - Offsite Plan Additions for 17/92 Intersection	\$ 1,574,221	*Increase scope of work for US 17 improvements based upon FDOT permit comments. Added additional turn lanes, widened the road, added storm drainage structures, and water line relocation.
Ph1 CO#16 - MOT Monthly Maintenance	\$ 4,797	*Due to delays in construction, there is a MOT monthly maintenance fee.
Ph1 CO#17 - Horseshoe CK Re-stripe	\$ 47,853	*Required mill/resurfacing and restriping on the west side of Power Line Road at Horseshoe Creek Road.
Subtotal	\$ 2,187,998	

	Engineer's Original Cost Estimate from Dev. Agreement	Bid Cost Increases Plus Change Order Totals	Notes
AMENDMENT TO AGREEMENT COSTS			
Subtotals	\$ 9,604,842	\$ 12,494,166	*\$2,889,324.00 Increase in Costs
12.5% Contingency	\$ 1,200,605	\$ 1,561,770.76	*\$361,166.76 Increase in the 12.5% Contingency Costs
Total	\$ 10,805,447	\$ 14,055,937	*\$3,250,490 Increase in Total Costs

Revised Agreement Increase Request	\$ 14,055,937
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Polk County
Board of County Commissioners

Agenda Item N.1.

9/16/2025

SUBJECT

Public Hearing (LDCPAS-2025-14 Solution Land FLUMA Small Scale CPA) (Adoption Hearing) to consider the adoption of an applicant-initiated Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use Map designation from Business Park Center (BPC) to Industrial (IND) in the Rural Development Area on a 26.21 +/- acre parcel.

DESCRIPTION

This is an applicant-initiated Small-Scale Comprehensive Plan Map Amendment for property located south of Cozart Road, east of Highway 37 South, south of the City of Mulberry, east and west of the CSX railroad, in Section 13, Township 30, Range 23.

State law requires one Planning Commission hearing, which was held on August 6th, 2025, with a recommendation for approval (7:0).

RECOMMENDATION

Adopt

FISCAL IMPACT

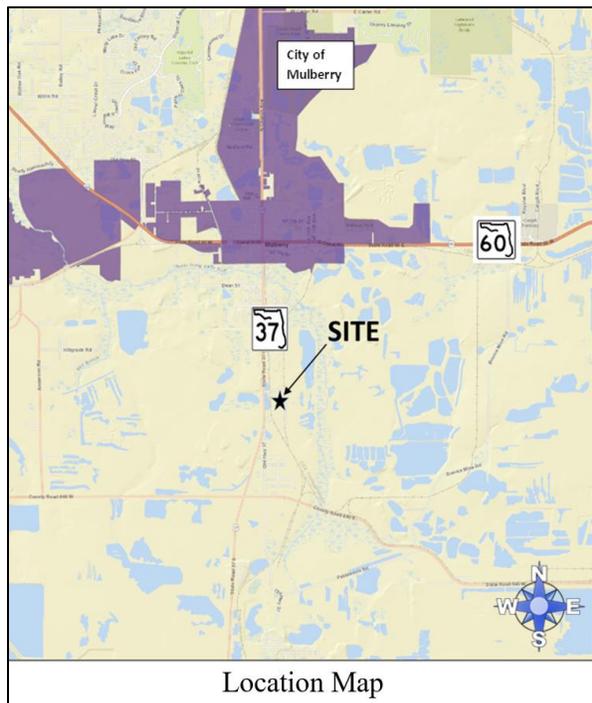
No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA, CNU-A
Senior Planner
Land Development Division
(863) 534-6455
markbennett@polk-county.net

**POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT**

DRC Date:	May 29, 2025
Planning Commission Date:	August 6, 2025
BoCC Dates:	September 16, 2025
Applicant:	Matthew Johnson, PE
Level of Review:	Level 4 Review, Small-Scale Comprehensive Plan Amendment
Case Number and Name:	LDCPAS-2025-14 (Solution Land FLUMA)
Request:	Change 26.21 acres from Business Park Center (BPC) to Industrial (IND).
Location:	South of Cozart Road, east of Highway 37 South, south of the City of Mulberry, east and west of the CSX railroad, in Section 13, Township 30, Range 23.
Property Owner:	Yavascular Troy Holding LLC
Parcel Size:	26.21 acres
Development Area:	Rural Development Area (RDA)
Future Land Use:	Business Park Center (BPC)
Nearest Municipality:	Mulberry
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)
Florida Commerce:	Not Applicable
Case Planner(s):	Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner Julio Cueva Lujan, Intern



Summary:

This is an applicant-initiated Comprehensive Plan map amendment to change 26.21 acres from Business Park Center (BPC) to Industrial (IND) on the Future Land Use Map. The approval justification for this request is based on the following:

- 1) The presence of industrial uses within the general area and adjacent to the site;
- 2) Property designated IND is to the east and west of the site;
- 3) Two railroads are next to the property;
- 4) The property has direct access (via Cozart Road) to a full median opening onto State Road 37.

Compatibility Summary

There are several reasons why this request is considered to be compatible and consistent with the Comprehensive Plan and Land Development Code. The location of transportation facilities such as railroads and arterial highways is a factor in determining the appropriateness of industrial lands. This property has access to two railroads, and an arterial highway. Specifically, one of the criteria for locating Industrial lands is the location of private roads with full median access, as outlined in Policy 2.113-A3.f.3.(a). Therefore, this request is consistent with the applicable policies in the Comprehensive Plan.

Adjacent properties are both designated for industrial types of uses and activities. Because of the similarity in current uses and Future Land Use designations, designating this site as Industrial will be compatible.

Infrastructure Summary

The site is not in a utility service area. Because this amendment is for a non-residential use, schools will not be impacted. There is sufficient roadway capacity. Public safety facilities and services are available.

Environmental Summary

The site is not within the 100-year floodplain and does not contain wetlands or surface waters. No adverse environmental impacts are expected due to the development of this site.

Comprehensive Plan

Listed below are the relevant sections of the Comprehensive Plan that are applicable to this request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.108(A1-A6): Rural Development Areas (RDAs)
- Policy 2.113(B1-B5): Business-Park Centers (BPC)
- Policy 2.113(A1-A5): Industrial (IND)

Findings of Fact

Request and Legal Status

- LDCPAS-2025-14 is an applicant-initiated request for a Comprehensive Plan Amendment (CPA) to designate approximately ± 26.21 acres from to Business-Park Center (BPC) to Industrial (IND).

- Policy 2.108-A1 describes Rural-Development Areas (RDAs) as all unincorporated areas within the County that are not located within a Transit Supportive Development Area, Urban-Growth Area, Suburban-Development Area, or Utility-Enclave Area. Development in these areas is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments.
- Policy 2.109-A5 describes the Business Park Center land use district as follows: “The purpose of the Business Park Center (BPC) land use district is to provide areas for office, business park development, and light-industrial activities. The BPC land use permits office, research and development parks, distribution centers, and wholesaling activities. Some retail uses are also permitted to support the businesses and activities within the Business Park Center.”
- The property is vacant and undeveloped.

Compatibility

- The Comprehensive Plan defines Compatibility in Section 4.400 as “A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.”
- The proposed request is for a Industrial (IND) use.
- This area of Polk County is characterized by industrial uses and phosphate mining.
- Surrounding uses include outdoor storage to the west and northwest, manufacturing to the east, and vacant property north and south of the site.
- Policy 2.104-A3: Land Use Categories (for Rural Development Areas (RDAs)) list Industrial as a permitted use in RDAs.

Infrastructure

- The property is zoned for Kingsford Elementary, Mulberry Middle, and Mulberry Senior High.
- Fire and ambulance response is from Polk County Fire Rescue Station 15, located at 300 Kid Ellis Road, Mulberry. The estimated response time from this station is about nine- to fourteen minutes.
- Sheriff’s response to the site is served by the Southwest District, located at 4120 US 98 South, Lakeland. The responses time are as follows: Priority One: 8:55 minutes; Priority Two: 26:47 minutes.
- The subject property is near State Road (SR) 37. SR 37 is an Urban Minor Arterial, according to the Polk County TPO Roadway Network Database, and is the closet road to the site that is monitored for concurrency.
- The subject parcel is next to Cozart Road, a private road.

- The site is not located within a utility service area.

Environmental

- There are no wetlands or floodplains on the site.
- The site was previously classified as being within a 100-year floodplain, but a recent Letter of Map Amendment from FEMA removed the property from the Special Flood Hazard Area.
- The site is comprised of Neilhurst and Arents sands. These soils are related to previous phosphate mining activities and have a wide range of suitability for septic tanks and dwellings without basements.
- According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is an area with a rookery.
- The PolkGreen Map does not show this parcel as part of a potential connection of an overall natural network.
- This site does not have a conservation easement. However, property located $\frac{3}{4}$ mile north of the site contains a conservation easement.
- This property is not within an Airport Impact District. However, according to Airport-Impact District map, there is a private heliport in the area.
- The site is not within a Wellfield Protection District.
- Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location, states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.
- POLICY 2.102-A2 Compatibility, states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished:
 - a. there have been provisions made which buffer incompatible uses from dissimilar uses;
 - b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use;
 - c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.102-A3 Distribution, states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.
- POLICY 2.102-A4 Timing, states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.
- POLICY 2.102-A10 Location Criteria, states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:
 - a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;
 - b. nearness to agriculture-production areas;
 - c. distance from populated areas;
 - d. economic issues, such as minimum population support and market-area radius (where applicable);
 - e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:
 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;
 2. sanitary sewer and potable water service;
 3. storm-water management;
 4. solid waste collection and disposal;
 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;
 6. emergency medical service (EMS) provisions; and
 7. other public safety features such as law enforcement;
 8. schools and other educational facilities
 9. parks, open spaces, civic areas and other community facilities
 - f. environmental factors, including, but not limited to:
 1. environmental sensitivity of the property and adjacent property;
 2. surface water features, including drainage patterns, basin characteristics, and flood hazards;

3. wetlands and primary aquifer recharge areas;
 4. soil characteristics;
 5. location of potable water supplies, private wells, public well fields; and
 6. climatic conditions, including prevailing winds, when applicable.
- **POLICY 2.108-A1: DESCRIPTION** - Rural-Development Areas (RDA) shall be all unincorporated areas within the County that are not located within a Transit Supportive Development Area, Urban-Growth Area, Suburban-Development Area, or Utility-Enclave Area. Development in these areas is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments.
 - **POLICY 2.108-A3: LAND USE CATEGORIES** - The following land use categories shall be permitted within Rural-Development Areas:
 - a. **ACTIVITY CENTERS:** Rural-Cluster Centers, and Tourism Commercial Centers shall be permitted within RDAs in accordance with applicable criteria.
 - b. **RESIDENTIAL:** Rural Residential Districts (Section 2.121) and Rural Cluster Center (RCC) shall be permitted within RDA's in accordance with applicable criteria.
 - c. **OTHER:** Linear Commercial Corridors, Commercial Enclaves, Industrial, Business Park Centers, Office Centers, Phosphate Mining, Leisure/Recreation, Agricultural/Residential-Rural, Recreation and Open Space, Preservation, Institutional.

Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.

- **POLICY 2.113-A1: CHARACTERISTICS** - Industrial lands are characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation. Industrial districts are also the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.
- **POLICY 2.113-A2: DESIGNATION AND MAPPING** - Industrial areas shall be designated and mapped on the Future Land Use Map Series as "Industrial" (IND); shall include all major existing industrial areas; and shall provide for the projected future industrial development needs of the County.
- **POLICY 2.113-A3: LOCATION CRITERIA** - Industrial development within the County shall occur within lands designated as Industrial on the Future Land Use Map Series. The following factors shall be taken into consideration when determining the appropriateness of establishing new Industrial areas:
 - a. Industrial development shall be located within an Transit Supportive Development Area Urban-Growth Area, Suburban-Development Area, Rural-Development Area, or Utility-Enclave Area.

b. Accessibility to major air and ground transportation, including but not limited to arterial roadways, rail lines, and cargo airport terminals.

c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.

d. Industrial facilities should group together in planned industrial districts on sites capable of being expanded and developed in stages.

e. Industrial districts shall be separated significant distances from schools and developed residential areas through a combination of physical separation and screening and/or buffering in accordance with standards in the County's Land Development Code.

f. The location criteria for Industrial Districts shall serve to maximize access to the arterial road system and minimize the routing of commercial traffic through residential areas by requiring access be limited to:

1. arterial roads;

2. collector roads, if the subject parcel is within 2 miles of an intersecting arterial road; or

3. local commercial roads or private roads under the following conditions:

(a) the road has full median access onto to an arterial road;

(b) the road does not serve existing or expected future residential traffic from the surrounding area;

(c) the road has a structural integrity and design characteristics suitable for truck traffic.

g. Applications for establishment of an Industrial district shall include a plan consistent with Policy 2.110-L5.

- **POLICY 2.113-A4: DEVELOPMENT CRITERIA** - Development within an Industrial area shall conform to the following criteria:

a. Permitted uses include facilities for the processing, fabrication, manufacturing, recycling, bulk material storage, and distribution of goods, disposal yards, and limited retail commercial in accordance with Policy 2.113-A4.b. Other non-residential uses that produce significant amounts of noise, odor, vibration, dust, and lighting on and off-site may be permitted within an industrial district through conditional approval. Permitted uses also include any use found within a Business-Park Center.

b. Retail commercial uses within an industrial area shall be sized for the purpose of serving just the employees of, and visitors to, the industrial area, and shall be limited to a scale appropriate for that purpose. The maximum floor area ratio for commercial uses within an industrial area shall not exceed 0.25.

c. Industrial sites shall be designed to provide for:

1. adequate parking to meet the demands of the use; and

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.
- d. The maximum floor area ratio for non-commercial uses within an Industrial area shall not exceed 0.75 in the TSDA, 0.65 in the UGA, 0.50 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development.
 - e. Retail sale of goods manufactured on the site of a business located within an Industrial area is allowed provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser.
 - f. Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank systems and as required if within a Nutrient Restoration Plan Overlay.
 - g. Planned Developments within the Industrial district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to parcels within the TSDA and UGA. The Land Development Code shall establish development standards and criteria for Planned Developments within the Industrial district.
 - h. Industrial districts shall be separated from existing schools and developed residential areas through physical separation, screening, buffering, or a combination thereof, consistent with the standards in the County's Land Development Code.
 - i. Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser.
- POLICY 2.113-B-1: CHARACTERISTICS - Business-Park Centers are intended to promote employment opportunities within the region by allowing for the establishment of office parks, research and development parks, areas for light-industrial facilities, distribution centers, and mixed-use employment parks. Business-Park Centers are intended for land use activities that are conducted entirely within enclosed structures with the exception of loading and un-loading. These centers are not intended to accommodate major commercial or other similar high-traffic producing facilities. However, these centers often contain other minor commercial facilities, and wholesale facilities, within the Business-Park Center to support the businesses located there. General (approximate) characteristics of Business-Park Centers are:

Usable Area: 10 acres or more

Gross Leasable Area (GLA): 500,000 to 2,000,000 sq. ft.

Minimum Population Support: 150,000 or more people

Service-Area Radius: 20 miles or more

Typical Leading Tenant: One or more light-assembly plants, or warehouse facilities

Other Typical Tenants: Offices, distribution centers, research and development firms, High-Density Residential (with proper buffering).

- POLICY 2.113-B-3: LOCATION CRITERIA - Business-Park Centers shall be located with consideration being given to maximizing access to the arterial road system and with consideration given to the guidelines outlined in POLICY 2.404.-A1. In locating Business-Park Centers, Polk County shall seek to minimize the routing of commercial traffic through residential areas. Business-Park Centers shall be located on:
 - a. arterial roads;
 - b. collector roads, if the proposed district is within 2 miles of an intersecting arterial road;
 - c. local commercial roads or private roads under the following conditions:
 1. the road has full median access onto to an arterial road;
 2. the road does not serve existing or expected future residential traffic from the surrounding area; and
 3. the road has a structural integrity and design characteristics suitable for truck traffic.
 - d. properties abutting an Industrial (IND) district or railroad line.
- POLICY 2.113-B-4: DEVELOPMENT CRITERIA - Development within a Business-Park Center shall conform to the following criteria:
 - a. Business-Park Center developments shall have frontage on, or direct access to, a collector or better roadway, or a local commercial road or service drive that directly connects to a collector roadway or better. Business-Park Centers shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical.
 - b. Adequate parking shall be provided to meet the demands of the uses, and interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic.
 - c. Buffering shall be provided where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.
 - d. Commercial activities to support activity within a Business Park Center shall not exceed 15 percent of the total area of the Business Park.

e. The maximum floor area ratio for commercial activities shall not exceed 0.25. The maximum floor area ratio for non-commercial activities shall not exceed 0.75 in the TSDA, 0.65 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development.

f. Retail sale of goods manufactured on the site of a business located within a Business Park Center is allowed without affecting the fifteen percent (15%) of commercial activity permitted for the entire activity center provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser.

g. New residential development within Business Park Centers shall be limited to High-Density Residential (with proper buffering).

h. All research and development, light-industrial, and distribution activities shall be conducted within enclosed structures with the exception of loading and unloading of transport and distribution vehicles. Outdoor storage shall be screened from off-site view and significantly limited in respect to the floor area provided within enclosed structures.

i. Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank septic and as required if within a Nutrient Restoration Plan Overlay.

j. Planned Developments within the Business Park Center district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to parcels within the TSDA and UGA. The FAR in the RDA may be increased to 0.75 when connection to public water and sewer is available and within a half mile of a transit route. The Land Development Code shall establish development standards and criteria for Planned Developments within the BPC district.

k. Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser.

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee (DRC) finds that the request **IS compatible** with the surrounding land uses and general character of the area and **IS consistent** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL of LDCPAS-2025-14**.

Planning Commission Recommendation: On August 6, 2025, in an advertised public hearing, the Planning Commission voted (7:0) to **recommend APPROVAL of LDCPAS-2025-14**.

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

NOTE: All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.

NOTE: Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Compatibility with the Surrounding Uses

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The "development criteria" and the "density and dimensional regulations" of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses

The site is within a Rural Development Area (RDA). RDAs are those unincorporated areas within the County that are not located within a Transit Supportive Development Area, Urban-Growth Area, Suburban-Development Area, or Utility-Enclave Area. Development in these areas is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments.

Currently, the site has a Future Land Use designation of Business-Park Center (BPC). BPCs are intended to promote employment opportunities within the region by allowing for the establishment of office parks, research and development parks, areas for light-industrial facilities, distribution centers, and mixed-use employment parks. Business-Park Centers are intended for land use activities that are conducted entirely within enclosed structures with the exception of loading and un-loading. These centers are not intended to accommodate major commercial or other similar high traffic producing facilities. However, these centers often contain other minor commercial facilities, and wholesale facilities, within the Business-Park Center to support the businesses located there.

The proposed request is for an Industrial (IND) land use. Generally, Industrial districts contain more intensive uses and activities than contemplated in a Business-Park Center. The Comprehensive Plan describes Industrial Lands as characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation. Industrial districts are also the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.

As shown on the Future Land Use Map, adjacent properties east and west of the site are designated Industrial. Phosphate Mining (PM), which is also a Land Use with the potential for adverse impacts, is located south of the site. BPC is located to the north, across Cozart Road.

The site is vacant. Based on a review of past aerial photos, the site has been vacant since at least 1980. Aerial photos from 1941 to 1971 show a lake on the site, presumably as a result of phosphate mining activities on adjoining properties. Generally, the predominant uses in this area of the

county are industrial or phosphate mining related, with much of the land in this area having been previously mined.

Surrounding uses next to the site include railroads on the western and eastern boundaries of the site. A manufacturing use (YTR Ammunition, an ammunition manufacturer) and owned by the applicant is east of the site. Outdoor storage is located west and northwest of the site. Property to the north and south are vacant.

There are several reasons why this request is considered to be compatible, and consistent with the Comprehensive Plan and Land Development Code. The location of transportation facilities, such as railroads and arterial highways is a factor in determining the appropriateness of industrial lands. This site has access to an arterial highway and is next to two railroads. Specifically, one of the criteria for locating Industrial lands is the location of private roads with full median access, as outlined in Policy 2.113-A3.f.3.(a). Therefore, this request is consistent with the applicable policies in the Comprehensive Plan.

Adjacent properties are both designated for industrial types of uses and activities. Because of the similarity in current uses and Future Land Use designations, designating this site as Industrial will be compatible.

B. Infrastructure:

According to Comprehensive Plan POLICY 2.102-A1: DEVELOPMENT LOCATION, “Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.”

The site is located in the Rural Development Area (RDA), where connections to water and sewer service are not required.

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1 Future Land Use Map Districts and Existing Uses

Northwest Industrial (IND) Outdoor Storage	North Business Park Center (BPC) Vacant	Northeast Industrial (IND) Light Manufacturing
West Industrial (IND) Outdoor Storage	Subject Site Business Park Center (BPC) Vacant	East Industrial (IND) Ammunition Manufacturing
Southwest Phosphate Mining (PM) Vacant	South Phosphate Mining (PM) Vacant	Southeast Phosphate Mining (PM) Vacant

Nearest and Zoned Elementary, Middle, and High School

The schools zoned for the subject property are listed in Table 2 below. Because the request is for a non-residential use, the request will not impact school concurrency.

Table 2: School Information

School	Annual Estimated Demand	Distance from Subject Site
Kingsford Elementary	0	1.5 mile
Mulberry Middle School	0	1.6 miles
Mulberry Senior High	0	2.3 miles

Source: Polk County School Board website

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas.

Sherriff response times are not as much a function of the distance to the nearest sheriff's substation rather more a function of the overall number of patrol officers within the County. Priority 1 Calls are considered true emergencies, in-progress burglary, robbery, injuries, etc. Priority 2 Calls refer to events that have already occurred, such as a burglary that occurred while the homeowner was on vacation and had just been discovered.

Table 3 provides a breakdown of response times and travel distances for emergency services.

Table 3 Public Safety Information

	Name of Station	Distance	Response Time*
Sheriff	Southwest District, located at 4120 US 98 South, Lakeland	15.65 miles	P1: 8:55 minutes P2: 26:47 minutes
Fire/ EMS	Polk County Fire Rescue Station 15, located at 300 Kid Ellis Rd, Mulberry	3.4 miles	9-14 minutes

Source: Polk County Sheriff's Office and Public Safety *Response times are based on when the station receives the call and not from when the call is made to 911.

Water and Wastewater

The subject property is in a Rural Development Area (RDA), where connection to public water and sewer is not required. No sewer service or water lines are available in this area.

A. Estimated Demand

The development of the property under the proposed land use designation should not negatively impact the minimum LOS for the existing facilities, due to the relatively low consumption and generation rates. The following analysis assumes the maximum allowed density/intensity of 570,854 square feet of warehouse space for IND, and 570,854 square feet of professional offices space for BPC.

Table 4 Estimated Water and Sewer Impact Analysis

Maximum Allowable Use: BPC-1 – 26.21 AC/1,141,707.6 SF of site *.50 FAR = 570,854 SF IND – 26.21 AC/1,141,707.6 SF of site *.50 FAR = 570,854 SF	Estimated Impact Analysis Business Park Center (BPC-1) to Industrial (IND) <i>Development Area: RDA</i>	
	Current Land Use designation BPC-1	Maximum Permitted Use in Proposed IND
Current Maximum Allowable Use	570,854 Square Feet (SF)	570,854 Square Feet (SF)
Potable Water Consumption	570,854 SF * .24 GPD/SF = 137,005 GPD	570,854 SF * .24 GPD/SF = 137,005 GPD
Wastewater Generation	570,854 SF * 80% of water usage 109,604 GPD	570,854 SF * 80% of water usage 109,604 GPD

GPD – Gallons Per Day

Source: Polk County Concurrency Manual and Polk County Utilities: Professional Offices @ .24 GPD/SF (water) & .18 GPD/SF (sewer); Warehouse @ .24 GPD/SF (water) & .18 GPD/SF (sewer)

B. Available Capacity:

Because this property is in a Rural Development Area, public water or sanitary sewer services are not available.

C. Planned Improvements:

No information is known currently about any planned improvements to utilities in this area.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The data identifies both daily and peak hour traffic volumes. The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of traffic congestion. Level-of-service (LOS) is measured on a scale of ‘A’ to ‘F’ with LOS ‘A’ being the best (free-flow traffic) and LOS ‘F’ being the worst (severe traffic congestion).

The proposed Comprehensive Plan Amendment is not anticipated to affect surrounding roadways or transportation network. The Amendment will not change the LOS below the minimum established standards.

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The analysis is based on a maximum permitted use of 570,854 square feet of general light industrial. The following analysis assumes the maximum allowed intensity of 570,854 square feet of warehouse space for BPC and 570,854 square feet for IND.

Table 5 Estimated Transportation Impact Analysis

Maximum Allowable Use: BPC-1 – 26.21 AC/1,141,707.6 SF of site *.50 FAR = 570,854 SF IND – 26.21 AC/1,141,707.6 SF of site *.50 FAR = 570,854 SF	Estimated Impact Analysis Business Park Center (BPC-1) to Industrial (IND) Development Area: RDA	
	Current Land Use designation BPC-1	Maximum Permitted Use in Proposed IND
	570,854 Square Feet (SF)	570,854 Square Feet (SF)
Average Annual Daily Trips (AADT)	570,8534 SF * 1.71 trips/1,000 SF = 976 AADT	570,854 SF * 4.87 trips/1,000 SF = 2,780 AADT
PM Peak Hour Trips	570,854 SF * .18 trips/1,000 SF = 103 PM Peak Hour Trips	570,854 SF * .65 trips/1,000 SF = 371 PM Peak Hour Trips

Source: Concurrency Manual and Table for Minor Traffic Study –Warehousing (ITE 150) – 1.71 AADT/1,000 SF, 0.18 peak-hour trips/1,000 SF; General Light Industrial – 4.87 AADT/1,00 SF, 0.65 peak-hour trips/1,000 SF.

B. Available Capacity:

The roads surrounding the subject site should have sufficient capacity available, depending on the eventual use and full build out of the site. The Polk Transportation Planning Organization (TPO) monitors certain roadways based on maximum approved traffic in comparison to current vehicle trips to determine what capacity is available.

Table 6, below, charts the generalized available capacity of the most-affected links.

Table 6 Available Capacity

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard	5-Year Peak Hour Projected LOS
5801N	SR 37 From: SR 674 To: SR 640	B	582	C	B
5801S	SR 37 From: SR 674 To: SR 640	B	570	C	B

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

As identified above, SR 37 has sufficient PM peak hour capacity to support future development activity.

The subject parcel is next to Cozart Road. This road is a privately owned road and has a pavement width of 20 feet. The applicant provided an Easement Agreement (Book 13444, Pages 1719-1732, Public Records of Polk County, FL) demonstrating that they have legal access to use Cozart Road. This will be an issue that will be further addressed as part of the site development review and approval process.

C. Roadway Conditions

Because Cozart Road is a privately maintained road, no information regarding the Pavement Condition Index is available.

D. Planned Improvements:

There are no known improvements for this portion of Highway 37 South at this time.

E. Mass Transit

The Route 21X West – Bartow/ Mulberry/ Ft. Meade traverses this section of Highway 37 South in Mulberry. There is a bus stop at the northwest corner of Highway 37 South, about .9 miles walking distance from the site.

F. Sidewalks

There are no sidewalks in front of the subject property, nor along adjacent streets.

Park Facilities and Environmental Lands:

The closest County Park is Pinedale Park, located 1 mile south of the site. Because the proposed amendment is for non-residential uses, it will not have an impact on this facility.

A. Location:

Eaton Park is located on Citrus Avenue in Mulberry (no address available).

B. Services:

Pinedale Park is a County Park is a vacant lot with no special service or equipment.

C. Multi-use Trails:

There are no multi-use trails in the immediate area. According to the Polk GIS Viewer, the closest trails can be found at the Lakeland Highlands Scrub, 5.3 miles Northeast of the site.

Environmental Lands:

The site is located close to an Ecological Greenway Network but is not within that area. The closest conservation area is 2.45 miles Northwest of the site, Alafia River Reserve.

Environmental Conditions

There are no wetlands or floodplains on this site.

A. Surface Water:

There are no surface waters on the site. A freshwater pond is about 600 feet west of the site.

B. Wetlands/Floodplains:

The site does not contain any wetlands. Although the GIS Viewer shows this site with floodplains, the applicant provided a Letter of Map Amendment (LOMA) removing the property from a Special Flood Hazard Area (SFHA) (Case No.: 25-04-3623A). Therefore, this site does not have any floodplain areas.

C. Soils:

The site is comprised of Neilhurst sand/1 to 5 percent slopes and Arents/0 to 5 percent slopes according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey. Table 7, below, lists the soils associated with the subject site.

Table 7 Soils

Soil Name	Septic Tank Absorption Field Limitations	Limitations to Dwellings Without Basements	% of Site (approximate)
Neilhurst sand/1 to 5 percent slopes	Severe: wetness	Slight	84.7%
Arents/0 to 5 percent slopes	Severe: cutbanks cave, wetness	Severe: wetness, poor filter	15.3%

Source: Soil Survey of Polk County, Florida 1985, USDA, Soil Conservation Service

Any future development of the site will be subject to Section 2.303: “Soils” of the County’s Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection’s (DEP) Florida Development Manual.

D. Protected Species

According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is located within one mile of a rookery. Prior to site clearing or grubbing, the applicant shall hire a qualified professional to conduct a site survey/walkover to ensure that no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law.

The PolkGreen Map displays this parcel as near potential connection of an overall natural network. Moreover, there are no conservation easements on this parcel, but a property with an conservation easement is ¾ mile north of the site.

E. Archeological Resources:

Based on information received from the Secretary of State’s Department of Historical Resources office, there are no archeological or historic resources on the site.

F. Wells (Public/Private)

The site is not within a Wellfield Protection District.

G. Airports:

This property is not within the Airport Impact District. However, according to Airport-Impact District map, there is a private heliport in the area.

Economic Factors:

Construction of buildings and site development activities create temporary jobs. Any new business activity that occurs at this site will need more goods and services, thereby generating more economic activity.

The proximity of this site next to Highway 37 and existing railroads provide an opportunity for new businesses to locate on this site, thereby also providing jobs to support the Mulberry community.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent** with the Comprehensive Plan is listed below:

Table 8 Comprehensive Plan

Comprehensive Plan Policy	Consistency Analysis
<p>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.</p>	<p>The site is in between two properties that are designated as Industrial (IND) and would be compatible.</p>
<p>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.</p>	<p>The site is in an existing industrial area.</p>
<p>POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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; 	<p>The proximity of the site next to SR 37, next to an existing industrial area, and bordered on two sides by a railroad. These features make the site appropriate for more intensive industrial uses.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities</p> <p>9. parks, open spaces, civic areas and other community facilities,</p> <p>f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property;</p> <p>2. surface water features, including drainage patterns, basin characteristics, and flood hazards;</p> <p>3. wetlands and primary aquifer recharge areas;</p> <p>4. soil characteristics;</p> <p>5. location of potable water supplies, private wells, public well fields; and</p> <p>6. climatic conditions, including prevailing winds, when applicable.</p>	
<p>POLICY 2.108-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within Rural-Development Areas:</p> <p>a. ACTIVITY CENTERS: Rural-Cluster Centers, and Tourism Commercial Centers shall be permitted within RDAs in accordance with applicable criteria.</p> <p>b. RESIDENTIAL: Rural Residential Districts (Section 2.121) and Rural Cluster Center (RCC) shall be permitted within RDA's in accordance with applicable criteria.</p> <p>c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business Park Centers, Office Centers, Phosphate Mining, Leisure/Recreation, Agricultural/Residential-Rural, Recreation and Open Space, Preservation, Institutional.</p> <p>Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.</p>	<p>The site is in a Rural Development Area (RDA).</p>
<p>POLICY 2.113-A3: LOCATION CRITERIA - Industrial development within the County shall occur within lands designated as Industrial on the Future Land Use Map Series. The following factors shall be taken into consideration when determining the appropriateness of establishing new Industrial areas:</p> <p>a. Industrial development shall be located within an Transit Supportive Development Area Urban-Growth Area, Suburban-Development Area, Rural-Development Area, or Utility-Enclave Area.</p> <p>b. Accessibility to major air and ground transportation, including but not limited to arterial roadways, rail lines, and cargo airport terminals.</p> <p>c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.</p> <p>d. Industrial facilities should group together in planned industrial districts on sites capable of being expanded and developed in stages.</p>	<p>This request can be considered to be part of an expansion of an existing industrial district.</p> <p>The site is located near an arterial road, and has direct access next to two railroads.</p> <p>Cozart Road has full median access to SR 37.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>e. Industrial districts shall be separated significant distances from schools and developed residential areas through a combination of physical separation and screening and/or buffering in accordance with standards in the County's Land Development Code.</p> <p>f. The location criteria for Industrial Districts shall serve to maximize access to the arterial road system and minimize the routing of commercial traffic through residential areas by requiring access be limited to:</p> <ol style="list-style-type: none"> 1. arterial roads; 2. collector roads, if the subject parcel is within 2 miles of an intersecting arterial road; or 3. local commercial roads or private roads under the following conditions: <ul style="list-style-type: none"> (a) the road has full median access onto to an arterial road; (b) the road does not serve existing or expected future residential traffic from the surrounding area; (c) the road has a structural integrity and design characteristics suitable for truck traffic. <p>g. Applications for establishment of an Industrial district shall include a plan consistent with Policy 2.110-L5.</p>	

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, the proposed request is not considered to be urban sprawl.

Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

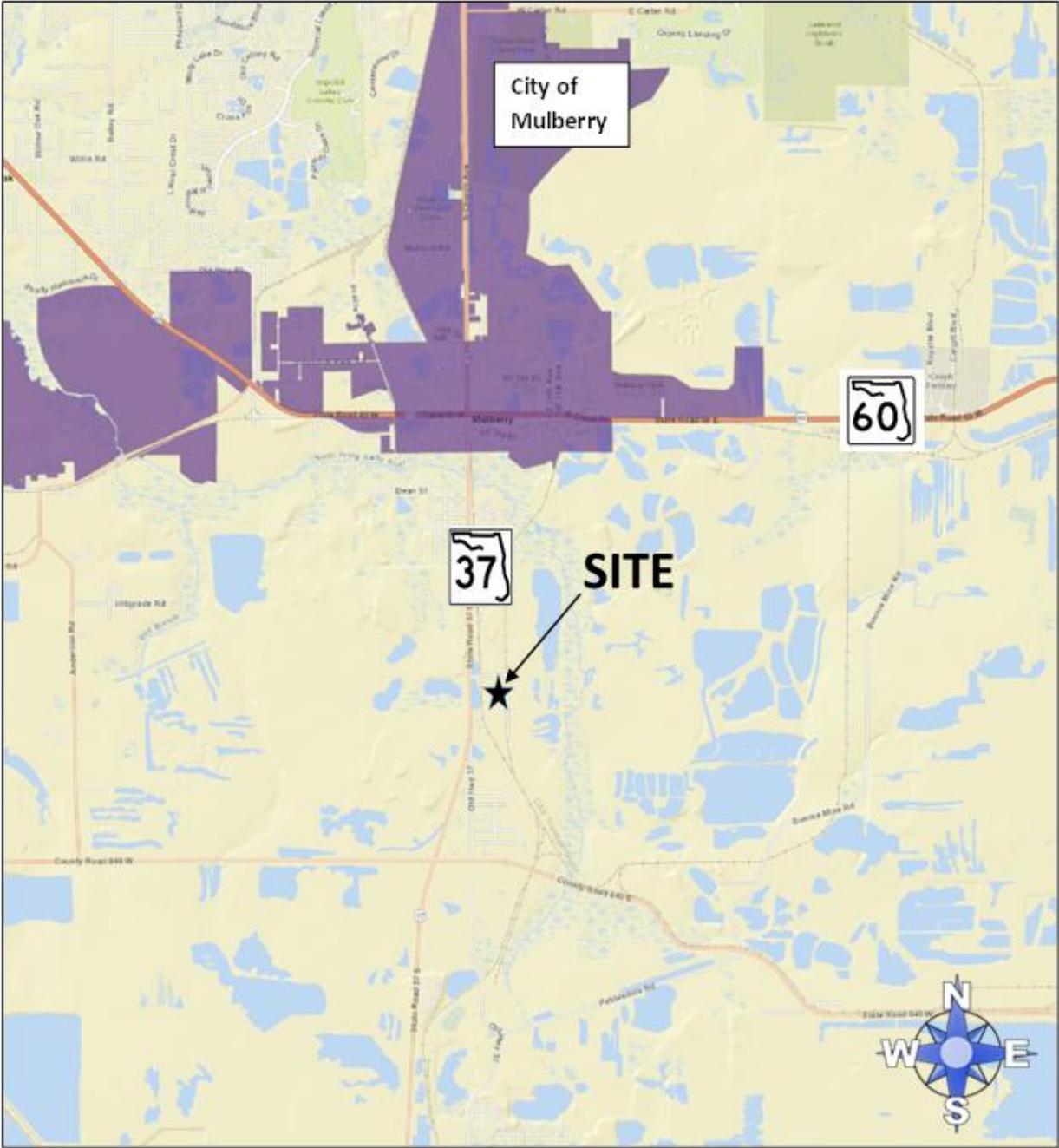
Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	Sections where referenced in this report
a. <i>Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.</i>	Summary of analysis
b. <i>Allows a significant amount of urban development to occur in rural areas.</i>	Summary of analysis
c. <i>Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.</i>	Summary of analysis, surrounding Development, compatibility
d. <i>Fails to adequately protect and conserve natural resources and other significant natural systems.</i>	Summary of analysis, surrounding Development, compatibility
e. <i>Fails to adequately protect adjacent agricultural areas.</i>	Compatibility with Surrounding Land Uses
f. <i>Fails to maximize existing public facilities and services.</i>	Summary of Analysis, Infrastructure
g. <i>Fails to minimize the need for future facilities and services.</i>	Summary of Analysis, Infrastructure
h. <i>Allows development patterns that will disproportionately increase the cost of providing public facilities and services.</i>	Summary of Analysis, Infrastructure
i. <i>Fails to provide a clear separation between urban and rural uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
j. <i>Discourages infill development or redevelopment of existing neighborhoods.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
k. <i>Fails to encourage an attractive and functional mixture of land uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
l. <i>Will result in poor accessibility among linked or related land uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
m. <i>Results in the loss of a significant amount of open space.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments From Other Agencies:

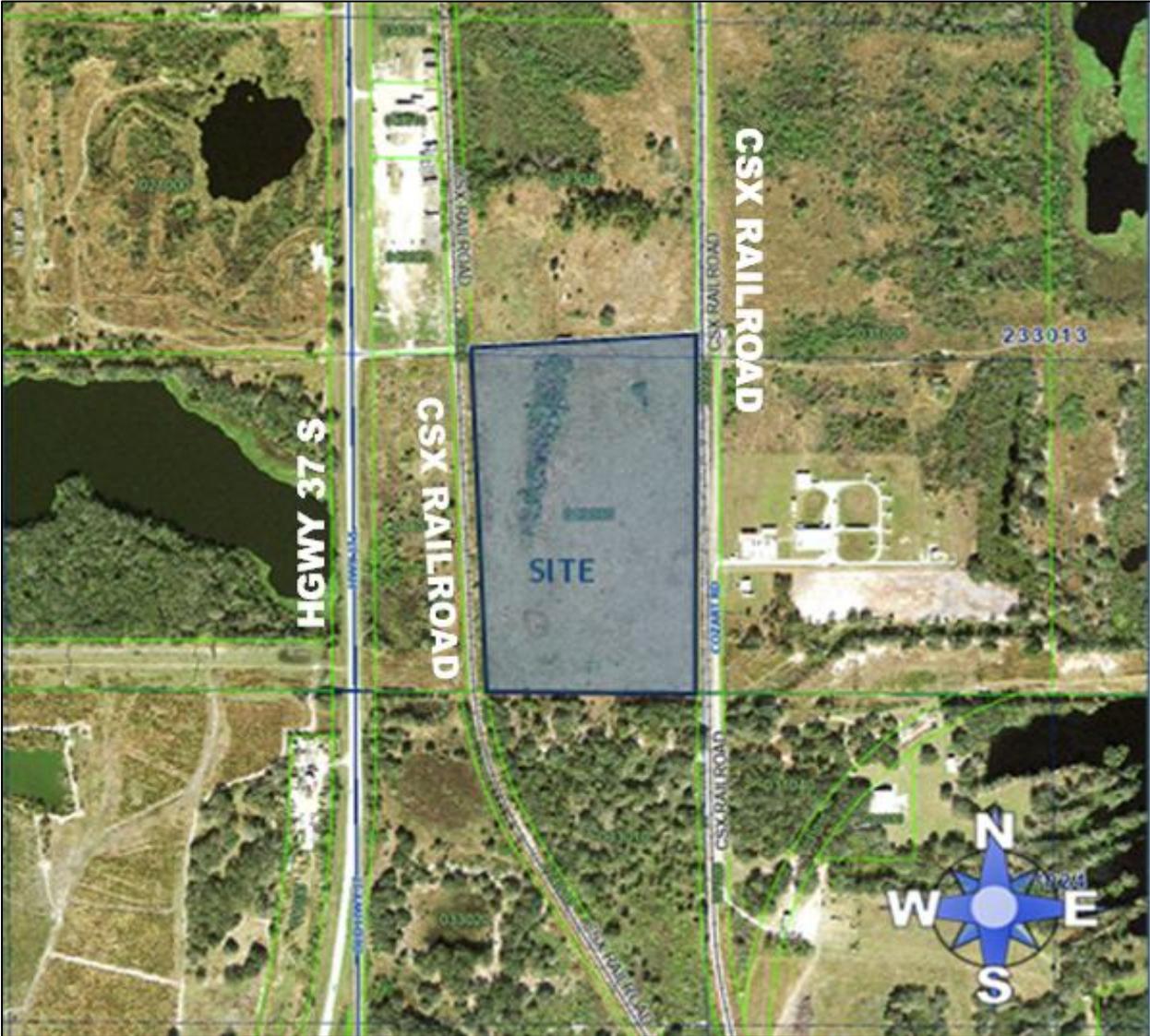
None

Exhibits:

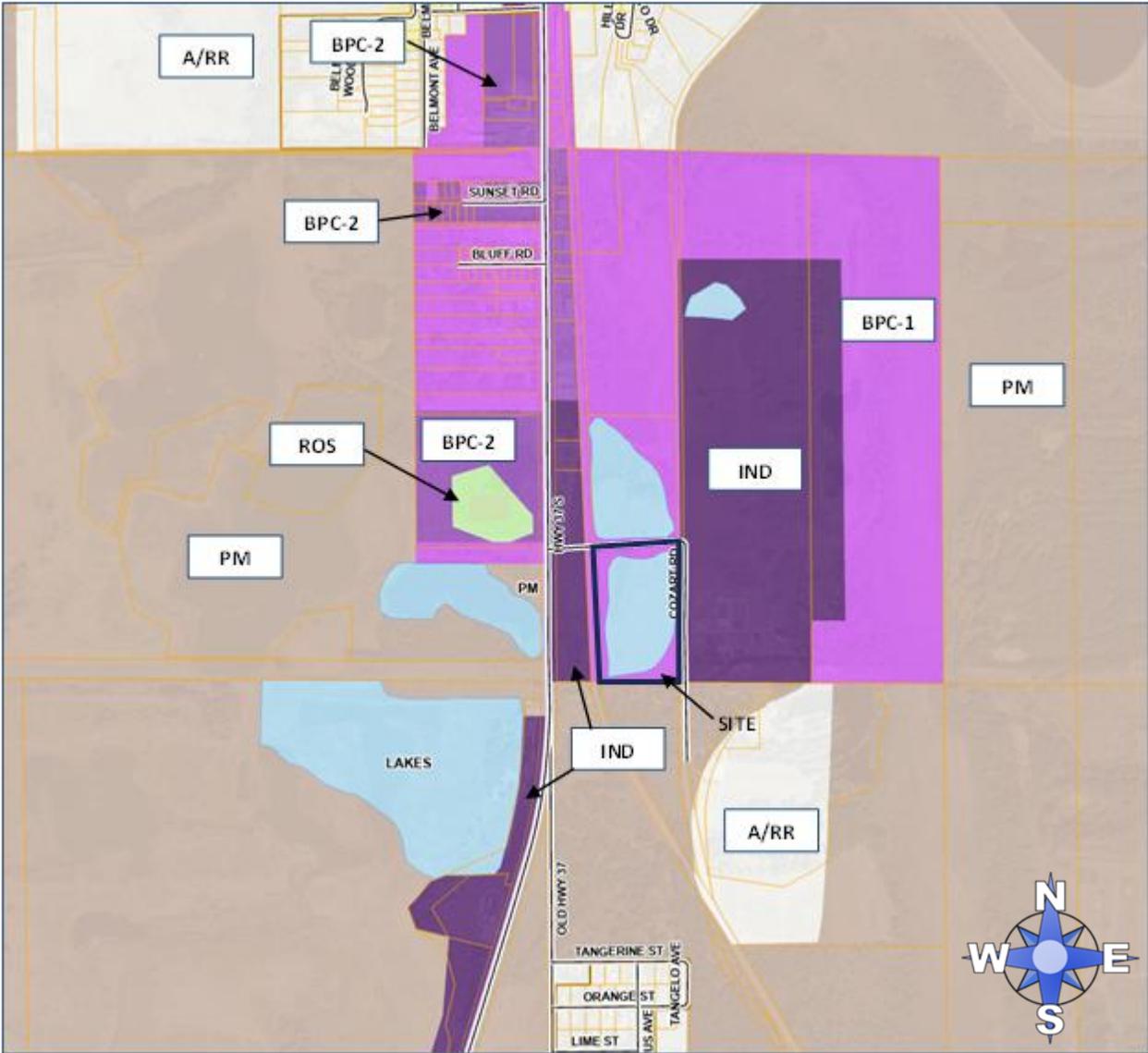
- Exhibit – 1 Location Map
- Exhibit – 2 2023 Aerial Photo (Context)
- Exhibit – 3 2023 Aerial Photo (Detailed)
- Exhibit – 4 Current Future Land Use Map
- Exhibit – 5 Proposed Future Land Use Map



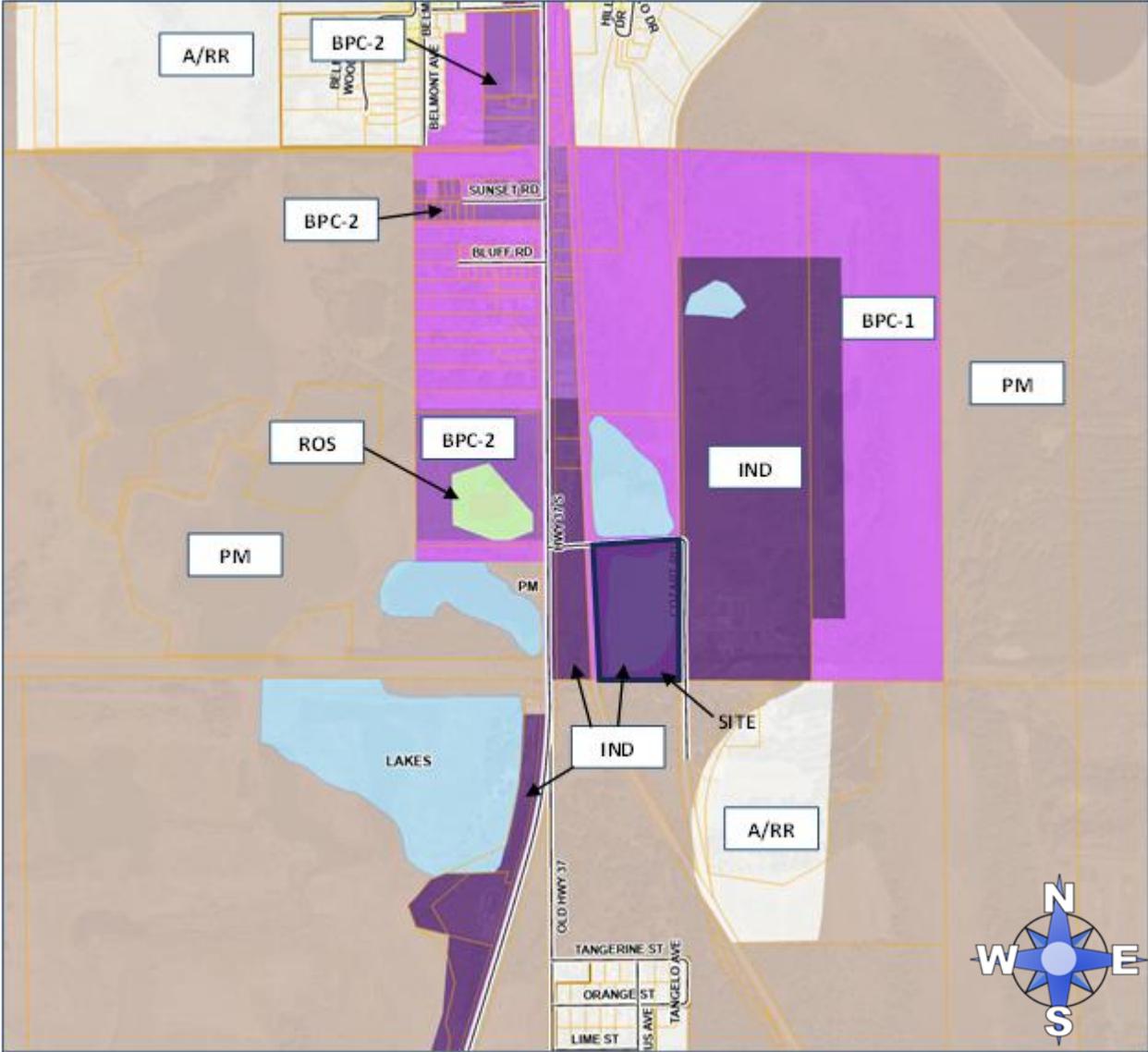
Location Map



2023 Aerial Photo (Detailed)



Current Future Land Use Map



Proposed Future Land Use Map

ORDINANCE NO. 25 - ____

AN ORDINANCE OF POLK COUNTY, FLORIDA ADOPTING **LDCPAS-2025-14**; AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION ON 26.21+/- ACRES FROM BUSINESS PARK CENTER (BPC) TO INDUSTRIAL (IND) IN THE RURAL DEVELOPMENT AREA (RDA). THE SITE IS LOCATED SOUTH OF COZART ROAD, EAST OF HIGHWAY 37 SOUTH, SOUTH OF THE CITY OF MULBERRY, EAST AND WEST OF THE CSX RAILROAD, IN SECTION 13, TOWNSHIP 30, RANGE 23; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a 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 August 6, 2025; and

WHEREAS, pursuant to Section 163.3187(2), FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Plan revisions on September 16, 2025; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the “Polk County Comprehensive Plan”) is hereby amended to reflect a change in the Future Land Use designation on a 26.21+/- acre site from Business-Park Center (BPC) to Industrial (IND) on the parcel listed below and graphically depicted on the parcel map in Attachment “A”.

Parcel 233013-000000-043030

THAT PART OF THE WEST 3/4 OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, LYING EAST OF SEABOARD COASTLINE RAILROAD MAIN LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13 AND RUN THENCE N88°44'47"W A DISTANCE OF 1324.25 FEET ALONG THE NORTH BOUNDARY OF SECTION 13 TO THE NORTH 1/4 CORNER OF SECTION 13; THENCE N88°45'20"W A DISTANCE OF 1401.10 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 13; THENCE S01°02'23"E A DISTANCE OF 928.93 FEET ALONG THE WEST RIGHT-OF-WAY OF CSX RAILROAD SPUR LINE; THENCE N88°57'37"E A DISTANCE OF 20.00 FEET; THENCE S01°02'23"E A DISTANCE OF 1566.45 FEET ALONG CSX SPUR LINE; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 178.81 FEET, WITH A RADIUS OF 49804.07 FEET, WITH A CHORD BEARING OF S00°56'13"E, WITH A CHORD LENGTH OF 178.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY OF THE CSX SPUR LINE ALONG SAID CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 900.37 FEET, WITH A RADIUS OF 49804.07 FEET, WITH A CHORD BEARING OF S00°18'58"E, WITH A CHORD LENGTH OF 900.36 FEET, THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY OF CSX SPUR LINE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 401.13 FEET, WITH A RADIUS OF 20938.72 FEET, WITH A CHORD BEARING OF S00°25'37"E, WITH A CHORD LENGTH OF 401.13 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY OF THE CSX SPUR LINE S00°58'33"E A DISTANCE OF 42.57 FEET; THENCE N89°05'05"W A DISTANCE OF 11.48 FEET; THENCE CONTINUE ALONG SAID CSX RAILROAD SPUR LINE S00°01'01"W A DISTANCE OF 1343.81 FEET; THENCE N88°57'44"W A DISTANCE OF 777.30 FEET ALONG THE SOUTH BOUNDARY OF SAID SECTION 13 TO THE EAST RIGHT-OF-WAY OF THE CSX MAIN LINE; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY OF THE CSX RAILROAD MAIN LINE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 103.02 FEET, WITH A RADIUS OF 1507.58 FEET, WITH A CHORD BEARING OF 04°28'13"W, WITH A CHORD LENGTH OF 103.00

FEET; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY OF THE CSX RAILROAD MAIN LINE N02°30'46"W A DISTANCE OF 2585.84 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY, RUN S89°12'27"E A DISTANCE OF 901.86 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART DESCRIBED IN CORRECTIVE WARRANTY DEED RECORDED IN O.R. BOOK 13105, PAGE 1617, PUBLIC RECORDS OF POLK COUNTY, FLORIDA

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 October 17, 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 Commerce or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

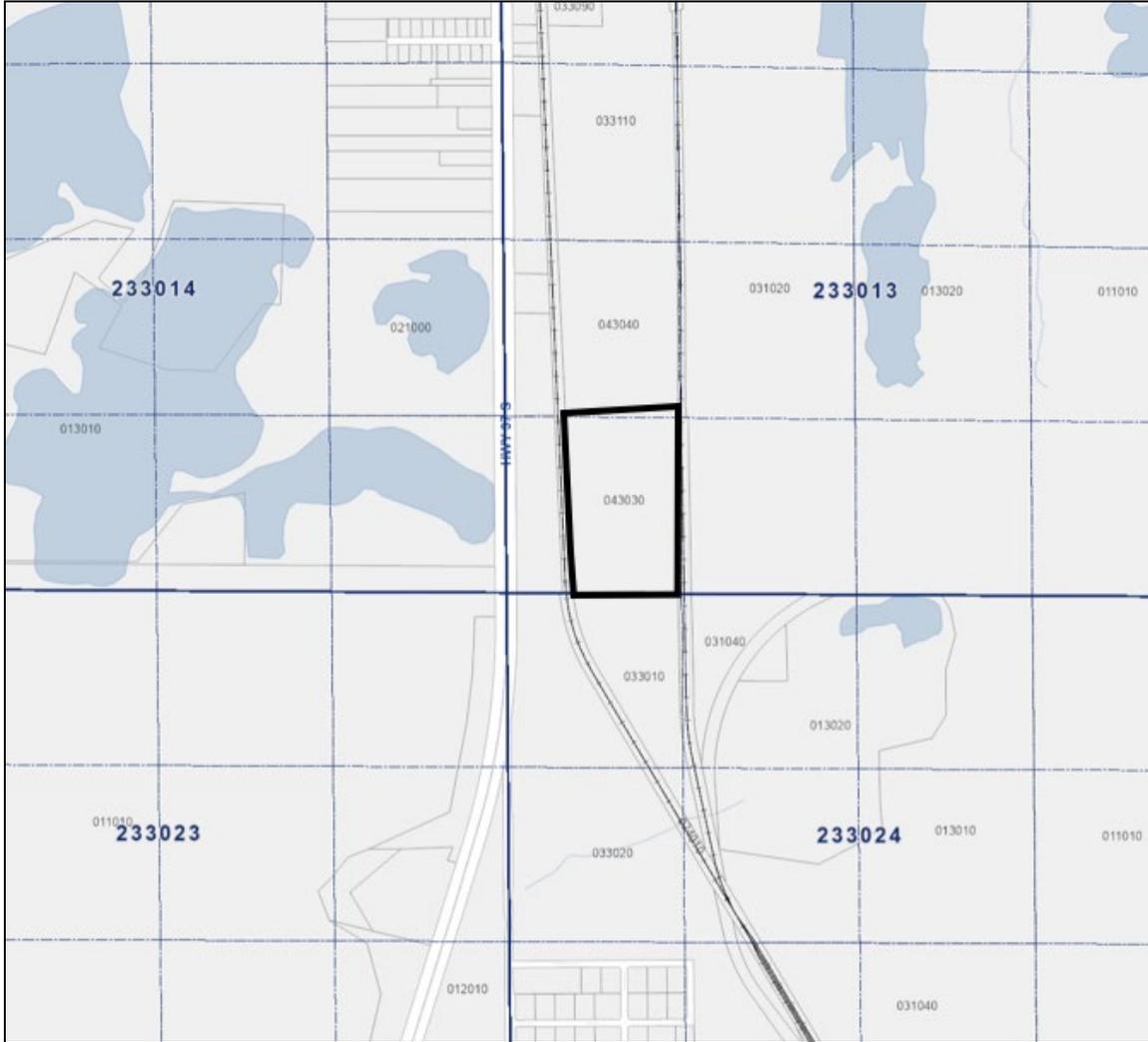
SECTION 4: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 16th day of September 2025.

ATTACHMENT "A"

LDCPAS 2025-14
Development Area: From Business Park Center (BPC) to Industrial (IND)
Location: East side of SR 37, south of Cozart Road
Section-13 Township-30 Range-23



PARCEL DETAIL
Note: Not to Scale

SLB Equipment Cozart Road
Small Scale Future Land Use Map Amendment
Demonstration of Need

Demonstration of Need

The applicant requests an amendment of the existing land use from Business Park Center - 1 (BPC-1) to Industrial (IND).

The purpose of the Industrial district is to provide areas for bulk materials storage, warehousing and business park development. Some retail uses are also permitted to support the businesses and activities within the Industrial land use.

Future developments would be cultivated with the utmost care for surrounding land uses, making sure that impacts to public facilities, services and environmental resources are minimal to none. The applicant does not foresee any conflicts but instead, intends to use development to benefit the encompassing area.

Analysis of Economic Issues

Please see attached Demographic Snapshot Comparison Report.

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?

The request for new Industrial (IND) will not create substantial amounts of low-intensity/density or single-use development. There are various land use options in the surrounding areas and Industrial (IND) will add another option to this diverse area.

2. Will passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?

No, the property is already in an urban setting and will not conflict with rural areas.

3. Does the proposed amendment create or encourage urban development in radial, strip, isolated, or ribbon patterns emanating from existing urban development?

The site is surrounded by rural/vacant land. Due to these existing conditions, the proposed amendment should not create or encourage urban development growth in unusual patterns.

4. Does the proposed amendment fail to adequately protect adjacent agricultural areas?

**SLB Equipment Cozart Road
Small Scale Future Land Use Map Amendment**
Demonstration of Need

There are no agricultural areas immediately adjacent to the project.

5. Could the proposed amendment fail to maximize the existing public facilities and services?

Public facilities are available and a non-residential land use blends well with adjacent property under Industrial (IND) land use.

6. Could the proposed amendment fail to minimize the need for future public facilities and services?

No, the request is consistent with the development pattern along this section of the Hwy 37 area.

7. Will the proposed amendment allow development patterns that will disproportionately increase the cost of providing public facilities and services?

Public facilities are available, and the Industrial (IND) land use will not disproportionately increase the cost of public facilities and services.

8. Does the proposed amendment fail to provide clear separation between urban and rural uses?

The request for Industrial (IND) is compatible with the other future land uses within the immediate area.

9. Will the proposed amendment discourage infill development or redevelopment of existing neighborhoods?

No, the amendment will allow the continued pattern of development within the surrounding area.

10. Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?

The proposed Industrial (IND) will add to the already diverse mix of attractive and functional land uses.

Could the proposed amendment result in poor accessibility among linked or related land uses?

No, any development in this area will comply with the current land development which promotes connectivity and access management.

***SLB Equipment Cozart Road
Small Scale Future Land Use Map Amendment***
Demonstration of Need

11. As a result of approval of this amendment, how much open space will be lost?

We anticipate the construction of approximately 11 acres of new impervious area. The remaining portions of the site will remain as open space and natural landscape buffers.

VICINITY MAP



N.T.S.

SECTION 13, TOWNSHIP 30 S, RANGE 23 E



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Apr. 30, 2025 1:34 pm



**Engineers, Land Planners
Construction Managers**

5904 Hillside Heights Drive
Lakeland, Florida 33812
Phone(863) 619-6131 Fax (863) 619-6103
www.jsk-consulting.com

CREATING • IMPLEMENTING • SOLVING

**SLB EQUIPMENT LLC
2701 COZART ROAD
MULBERRY, FL 33860**

LOCATION MAP



N.T.S.



P:\1464.01 - SLB Equipment\ENGINEERING\EXHIBITS\1464.01 SLB EQUIPMENT STANDARD EXHIBITS.dwg
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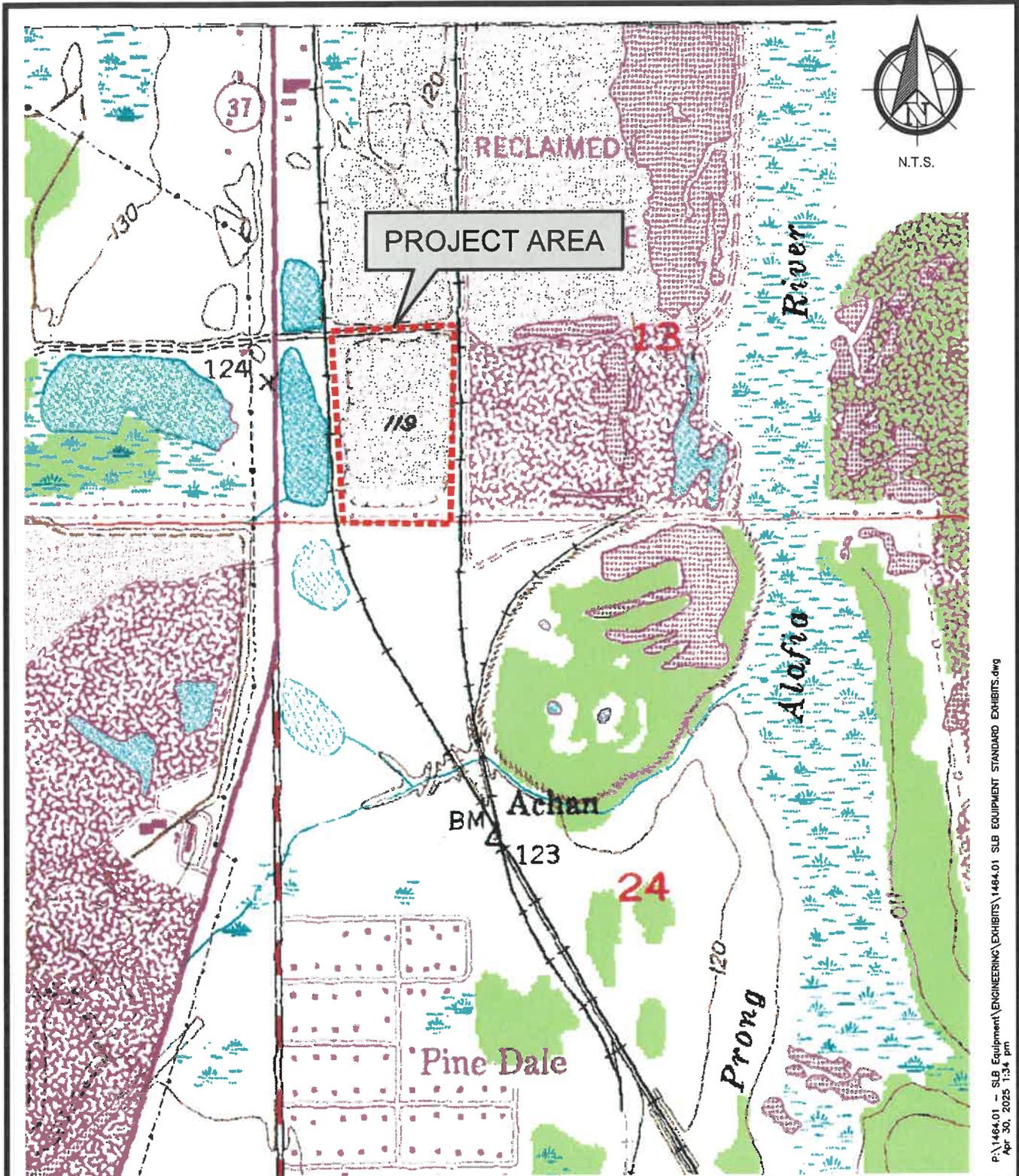
**Engineers, Land Planners
Construction Managers**

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2701 COZART ROAD
MULBERRY, FL 33860**

AERIAL



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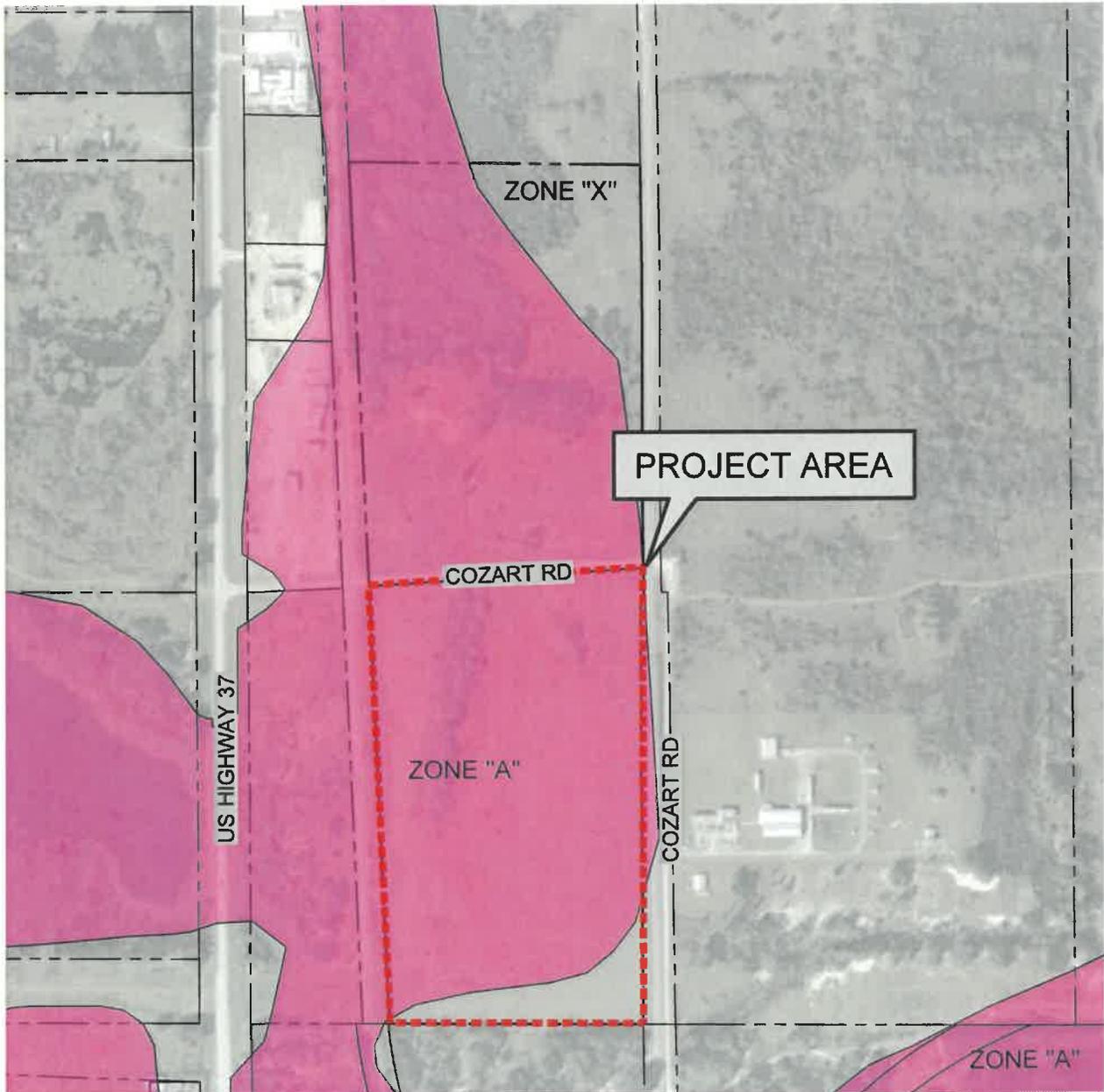
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█ - Fema Zone "A"

Fema Panel Number = 675 of 1025
Map Number = 12105C0675 G



N.T.S.



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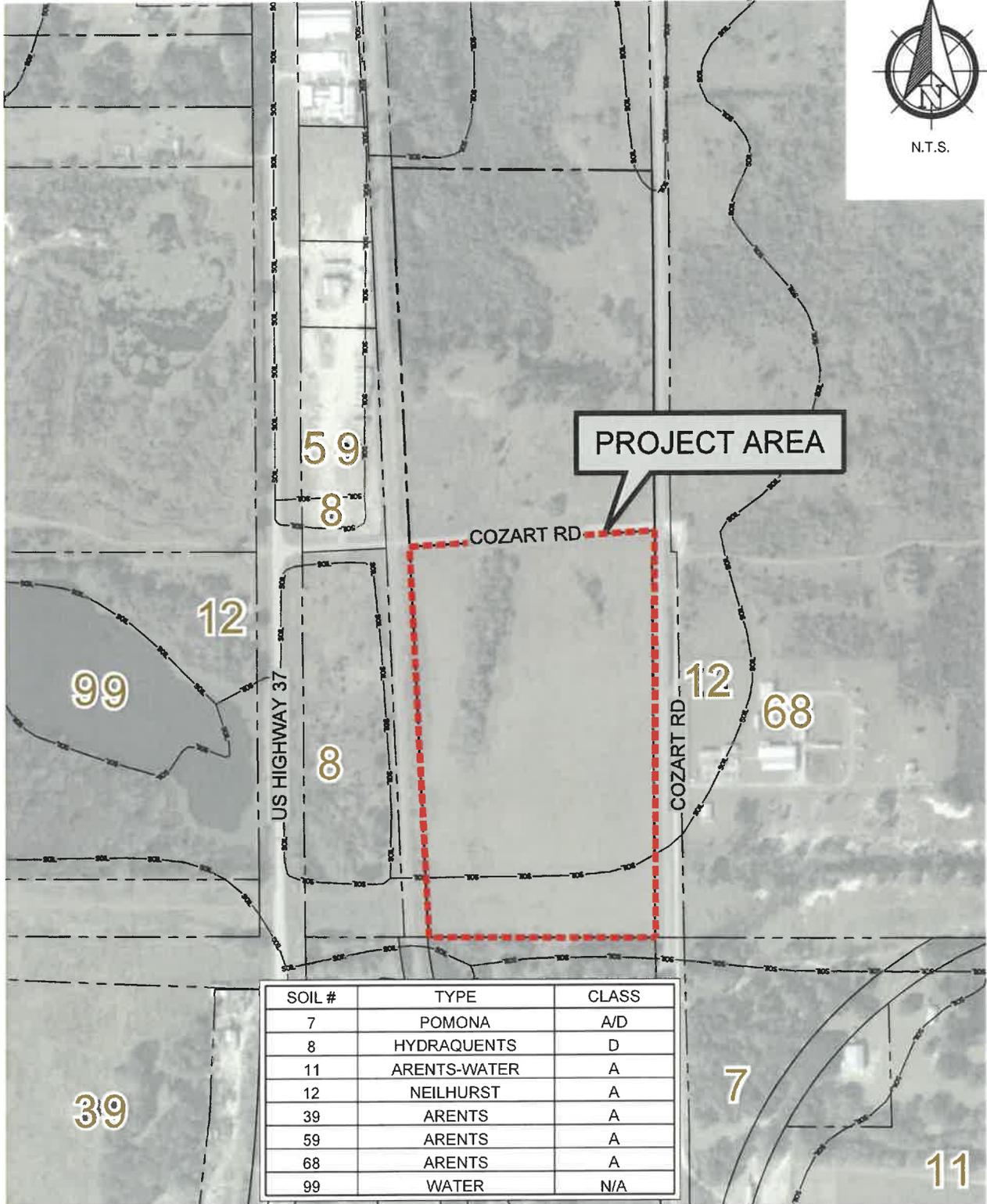
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FEMA



N.T.S.



SOIL #	TYPE	CLASS
7	POMONA	A/D
8	HYDRAQUENTS	D
11	ARENTS-WATER	A
12	NEILHURST	A
39	ARENTS	A
59	ARENTS	A
68	ARENTS	A
99	WATER	N/A

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MULBERRY, FL 33860**

SOILS MAP

An Impact Assessment Statement is required for all Level 3 and Level 4 Reviews, with the exception of text amendment requests. The purpose of an Impact Assessment Statement is to provide information on the effects a proposed development or land use action will have on the existing neighborhood and general area; on the transportation facilities; on the environment and natural resources of the County; on the public facilities for water, sewer, solid waste disposal, fire, police, public education, parks, recreation, and other utilities; and any other aspect with an identified impact of the development and deemed appropriate for concern. A sufficient Impact Assessment Statement must address all of the following:

Assess the compatibility of the requested land use with adjacent properties and evaluate the suitability of the site for development. At a minimum, address the following specific questions in your response:

A. Land and Neighborhood Characteristics

Assess the compatibility of the requested land use with adjacent properties and evaluate the suitability of the site for development. At a minimum, address the following specific questions in your response:

1. How and why is the location suitable for the proposed uses?

The current land use of the property is BPC-1. The site is bound on the east and west by Industrial (IND). It is bound with Phosphate Mining (PM) on the south side and BPC-1 on the North. City of Mulberry water and is available to the north of the site. Access to Cozart Road provides paved access to the site.

2. What are, if any, the incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses?

There are no incompatibility or special efforts needed as the site has been previously approved for commercial uses. The proposed uses will be buffered from surroundings with landscape buffers as required by the land development code.

3. How will the request influence future development of the area?

The area surrounding this property falls within many different land use categories including BPC-1, BPC-2 and PM. Adding IND will continue to add diverse development options to the growing area.

B. Access to Roads and Highways

Assess the impact of the proposed development on the existing, planned and programmed road system. At a minimum, address the following specific questions in your response:

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 detailed¹ methodology and calculations.

ITE Code	Use	Trip Rate	Size	Units	Trips per Day	Peak Rate	Maximum PEAK
151	Truck Parking/Storage	18.86(x)-4.09	3.39*	units	60	4	4
						Total	<u>4</u>

**RV/Boat Storage (ITE LUC 151 Mini-Warehouse) by units is calculated per 100 units*

4 Peak Hour Trips

2. What modifications to the present transportation system will be required as a result of the proposed development?

The proposed development will have direct access to Cozart Road. Any regional improvements will be addressed at Level II Construction Plan Review.

3. What is the total number of parking spaces required pursuant to Section 708 of the Land Development Code?

Parking will be provided in accordance with Table 7.10, Section 708 of the Polk County Land Development Code.

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

Access to the site will be by Cozart Road to HWY 37 S.

C. Sewage

Determine the impact caused by sewage generated from the proposed development. At a minimum, address the following specific questions in your response:

1. What is the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development? (*Response may be based on Section 703.F of the LDC*)

N/A – Septic will be used.

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?

N/A

3. If offsite treatment, who is the service provider?

N/A

4. Where is the nearest sewer line (in feet) to the proposed development (*Sanitary sewer shall be considered available if a gravity line, force main, manhole, or lift station is located within an easement or right-of-way under certain conditions listed in Section 702E.3 of the Land Development Code*)

N/A

5. What is the provider's general capacity at the time of application?

N/A

6. What is the anticipated date of connection?

N/A

7. What improvements to the providers system are necessary to support the proposed request (*e.g., lift stations, line extensions/expansions, interconnects, etc.*)?

N/A

D. Water Supply

Determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area. At a minimum, address the following specific questions in your response:

1. What is the proposed source of water supply and/or who is the service provider?

N/A – Onsite well will be used.

2. What is the estimated volume of consumption in gallons per day (GPD)?
(Response may be based on Section 703 of the LDC)

N/A

3. Where is the nearest potable water connection and re-claimed water connection, including the distance and size of the line?

N/A

4. Who is the service provider?

N/A

5. What is the anticipated date of connection?

N/A

6. What is the provider's general capacity at the time of application?

N/A

7. Is there an existing well on the property(ies)?

One will be installed.

E. Surface Water Management and Drainage

Determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development. At a minimum, address the following specific questions in your response:

1. Discuss the surface water features, including drainage patterns, basin characteristics, and flood hazards, (describe the drainage of the site and any flooding issues);

Soil types range across the site. The basic draining pattern runs from the south to the north. There are no known flood hazards on site. A FEMA LOMA has been granted removing the property from the 100 Year Floodplain.

2. What alterations to the site's natural drainage features, including wetlands, would be necessary to develop the project?

No significant alternations are anticipated to the site's natural drainage features. The proposed development will be designed in accordance with the Southwest Florida Water Management District and Polk County requirements. On-site retention ponds will be designed as to not make any significant alterations to the site's natural drainage features.

F. Environmental Analysis

Provide an analysis of the character of the subject property and surrounding properties, and further assess the site's suitability for the proposed land use classification based on soils, topography, and the presence of wetlands, floodplain, aquifer recharge areas, scrub or other threatened habitat, and historic resources, including, but not limited to:

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.

There are no known environmental issues associated with this site. The site is bounded on the north by a paved road.

2. What are the wetland and floodplain conditions? Discuss the changes to these features which would result from development of the site.

There are isolated wetlands associated with this site. These areas will be utilized in the stormwater management system.

3. Discuss location of potable water supplies, private wells, public well fields (*discuss the location, address potential impacts*), and.

There are no known public potable water supplies within the area.

4. Discuss the location of Airport Buffer Zones (if any) (*discuss the location and address, potential impacts*).

None.

5. Provide an analysis of soil types and percentage of coverage on site and what effect it will have on development.

**60% - Neilhurst
40% - Arents**

The site predominately consists of Neilhurst and Arents soils. These soils are well suited for development.

Infrastructure Impact Information

What is the nearest location (travel distance), provider, capacity or general response time, and estimated demand of the provision for the following services:

1. Parks and Recreation;

N/A

2. Educational Facilities (e.g., preschool, elementary, middle school, high school);

N/A

3. Health Care (e.g., emergency, hospital);

Bartow Regional Medical Center is located within 11.8 miles from the project.

4. Fire Protection;

Fire Protection is provided by the Polk County Fire Station 15. The Station is located approximately 3.7 miles from the project.

5. Police Protection and Security;

Police Protection and Security is provided by the Mulberry Police Department that is approximately 2.2 miles from the project.

6. Emergency Medical Services (EMS);



EMS is provided by the Polk County Fire Station 15. The Station is located approximately 3.7 miles from the project.

7. Solid Waste (collection and waste generation); and

Solid waste services are provided by Polk County Contract Services.

8. How may this request contribute to neighborhood needs?

The project will help meet industrial development demands within the surrounding community.

G. Maps – Please see attached.

Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scale shall be clearly indicated on each map and the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps. The following **maps shall 8 1/2" x 11"** and accompany Impact Assessment Statements:

- Map A: A location map (center the site on the map) showing the relationship of the development to cities, highways, and natural features;
- Map B: Map depicting the site boundary (properties included in the request)
- Map C: A site plan consistent with **Site Plan Standards**² (multiple sheets may be used). In addition to the required number of copies please **include an 8½" x 11" copy**. Applications for district changes alone are not required but are encouraged to submit a Development Plan; and

NOTE: *Applications for text amendments are not required to submit a complete Impact Assessment Statement, however, all relevant information requested must be addressed. Use this form and the "Demonstration of Need" form as a guide for assessing the impact of a text amendment.*

² See *Site Plan Standards* checklist form (GM LDD 11).

Legal Description:

THAT PART OF THE WEST 3/4 OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, LYING EAST OF SEABOARD COASTLINE RAILROAD MAIN LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13 AND RUN THENCE N88°44'47"W A DISTANCE OF 1324.25 FEET ALONG THE NORTH BOUNDARY OF SECTION 13 TO THE NORTH 1/4 CORNER OF SECTION 13; THENCE N88°45'20"W A DISTANCE OF 1401.10 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 13; THENCE S01°02'23"E A DISTANCE OF 928.93 FEET ALONG THE WEST RIGHT-OF-WAY OF CSX RAILROAD SPUR LINE; THENCE N88°57'37"E A DISTANCE OF 20.00 FEET; THENCE S01°02'23"E A DISTANCE OF 1566.45 FEET ALONG CSX SPUR LINE; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 178.81 FEET, WITH A RADIUS OF 49804.07 FEET, WITH A CHORD BEARING OF S00°56'13"E, WITH A CHORD LENGTH OF 178.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY OF THE CSX SPUR LINE ALONG SAID CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 900.37 FEET, WITH A RADIUS OF 49804.07 FEET, WITH A CHORD BEARING OF S00°18'58"E, WITH A CHORD LENGTH OF 900.36 FEET, THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY OF CSX SPUR LINE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 401.13 FEET, WITH A RADIUS OF 20938.72 FEET, WITH A CHORD BEARING OF S00°25'37"E, WITH A CHORD LENGTH OF 401.13 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY OF THE CSX SPUR LINE S00°58'33"E A DISTANCE OF 42.57 FEET; THENCE N89°05'05"W A DISTANCE OF 11.48 FEET; THENCE CONTINUE ALONG SAID CSX RAILROAD SPUR LINE S00°01'01"W A DISTANCE OF 1343.81 FEET; THENCE N88°57'44"W A DISTANCE OF 777.30 FEET ALONG THE SOUTH BOUNDARY OF SAID SECTION 13 TO THE EAST RIGHT-OF-WAY OF THE CSX MAIN LINE; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY OF THE CSX RAILROAD MAIN LINE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 103.02 FEET, WITH A RADIUS OF 1507.58 FEET, WITH A CHORD BEARING OF 04°28'13"W, WITH A CHORD LENGTH OF 103.00 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY OF THE CSX RAILROAD MAIN LINE N02°30'46"W A DISTANCE OF 2585.84 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY, RUN S89°12'27"E A DISTANCE OF 901.86 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART DESCRIBED IN CORRECTIVE WARRANTY DEED RECORDED IN O.R. BOOK 13105, PAGE 1617, PUBLIC RECORDS OF POLK COUNTY, FLORIDA

Owner's Authorization for
Permitting Applications

Project: Cozart Road
0 Cozart Road Mulberry, FL 33860
County: Polk
Parcel: 23-30-13-000000-043030

Owner: Yavasclar Troy Holding LLC
2701 Cozart Roda
Mulberry, FL 33860
Phone:
E-mail Address:

Agent: JSK Consulting
Matthew Johnson, P.E.
Lanieve Imig, Project Development Specialist
5904 Hillside Heights Drive
Lakeland, Florida 33812

I hereby designate and authorize the agent listed above to act on my behalf, or on behalf of the above referenced entity I represent, for the permitting applications for the above referenced project permit approvals and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application(s).

Emrah Yavasca
Typed/Printed Name of Owner

Yavasclar Troy Holding LLC
Corporate Title, if applicable

[Signature]
Signature of Owner

March 20, 2025
Date

STATE OF Florida
COUNTY OF Polk

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 20th day of March 2025 by Emrah Yavasca, 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.



[Signature]
Notary Public
Notarial Seal and Commission
Expiration Date

Prepared by:
Hillsborough Title, Inc.
Tammy Wooten
352 E. Bloomingdale Ave.
Brandon, FL 33511
File No.: BRI23-123215
This Deed is prepared pursuant to the issuance of Title Insurance

GENERAL WARRANTY DEED

Made this May 2nd, 2024, A.D. by David Sumner and Cathy Sumner, husband and wife, whose post office address is: P.O. Box 215, Mulberry, FL 33860, hereinafter called the grantor, to Yavascalar Troy Holding, LLC, a Florida limited liability company, whose address is: 2701 Cozart Rd, Mulberry, FL 33860, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, viz:

That part of the West 3/2 of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 13 and run thence North 88 degrees 44 minutes 47 seconds West a distance of 1324.25 feet along the North boundary of Section 13 to the North 1/4 corner of Section 13; thence North 88 degrees 45 minutes 20 seconds West a distance of 1401.10 feet along the North boundary of said Section 13; thence South 01 degrees 02 minutes 23 seconds East a distance of 928.93 feet along the West right of way of CSX Railroad Spur Line; thence North 88 degrees 57 minutes 37 seconds East a distance of 20.00 feet; thence South 01 degrees 02 minutes 23 seconds East a distance of 1566.45 feet along CSX Spur Line; thence with a curve turning to the right with an arc length of 178.81 feet, with a radius of 49804.07 feet, with a chord bearing of South 00 degrees 56 minutes 13 seconds East, with a chord length of 178.81 feet to the Point of Beginning; thence continue along said West right of way of the CSX Spur Line along said curve turning to the right with an arc length of 900.37 feet, with a radius of 49804.07 feet, with a chord bearing of South 00 degrees 18 minutes 58 seconds East, with a chord length of 900.36 feet, thence continue along said West right of way of CSX Spur Line with a reverse curve turning to the left with an arc length of 401.13 feet, with a radius of 20938.72 feet, with a chord bearing of South 00 degrees 25 minutes 37 seconds East, with a chord length of 401.13 feet; thence continue along said West right of way of the CSX Spur Line South 00 degrees 58 minutes 33 seconds East a distance of 42.57 feet; thence North 89 degrees 05 minutes 05 seconds West a distance of 11.48 feet; thence continue along said CSX Railroad Spur Line South 00 degrees 01 minutes 01 seconds West a distance of 1343.81 feet; thence North 88 degrees 57 minutes 44 seconds West a distance of 777.30 feet along the South boundary of said Section 13 to the East right of way of the CSX Main Line; thence continue along said East right of way of the CSX Railroad Main Line with a curve turning to the right with an arc length of 103.02 feet, with a radius of 1507.58 feet, with a chord bearing of North 04 degrees 28 minutes 13 seconds West, with a chord length of 103.00 feet; thence continue along said East right of way of the CSX Railroad Main Line North 02 degrees 30 minutes 46 seconds West a distance of 2585.84 feet; thence departing said East right of way, run South 89 degrees 12 minutes 27 seconds East a distance of 901.86 feet to the Point of Beginning. Together with an easement for ingress and egress, access and passage of vehicles and equipment over and upon the South 50 feet of that part of the Northwest 1/4 of the Northwest 1/4, lying West of Atlantic Coast Line Railroad Company Main Line right of way; and over and upon the South 50 feet of that part of the Northwest 1/4 of the Southwest 1/4, lying West of said railroad right of way, all in Section 13, Township 30 South, Range 23 East, Polk County, Florida.

LESS AND EXCEPT:

That part of the West 3/2 of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 13 and run thence North 88 degrees 44 minutes 47 seconds West a distance of 1324.25 feet along the North boundary of Section 13 to the North 1/4 corner of Section 13; thence North 88 degrees 45 minutes 20 seconds West a distance of 1401.10 feet along the North boundary of said Section 13; thence South 01 degrees 02 minutes 23 seconds East a distance of 928.93 feet along the West right of way of CSX Railroad Spur Line; thence North 88 degrees 57 minutes 37 seconds East a distance of 20.00 feet; thence South 01 degrees 02 minutes 23 seconds East a distance of 1566.45 feet along CSX Spur Line; thence with a curve turning to the right with an arc length of 178.81 feet, with a radius of 49804.07 feet, with a chord bearing of South 00 degrees 56 minutes 13 seconds East, with a chord length of 178.81 feet to the Point of Beginning; thence continue along said West right of way of the CSX Spur Line along said curve turning to the right with an arc length of 900.37 feet, with a radius of 49804.07 feet, with a chord bearing of South 00 degrees 18 minutes 58 seconds East, with a chord length of 900.36 feet, thence continue along said West right of way of CSX Spur Line with a reverse curve turning to the left with an arc length of 343.39 feet, with a radius of 20938.72 feet, with a chord bearing of South 00 degrees 13 minutes 10 seconds East, with a chord length of 343.39 feet; thence departing West right of way of CSX Railroad Spur Line; South 86 degrees 13 minutes 47 seconds West a distance of 853.00 feet thence along East right of way of the CSX Railroad Main Line North 02 degrees 30 minutes 46 seconds West a distance of 1313.00 feet; thence departing said East right of way, run South 89 degrees 12 minutes 27 seconds East a distance of 901.86 feet to the Point of Beginning. Together with an easement for ingress and egress, access and passage of vehicles and equipment over and upon the South 50 feet of that part of the Northwest 1/4 of the Northwest 1/4, lying West of Atlantic Coast Line Railroad Company Main Line right of way; and over and upon the South 50 feet of that part of the Northwest 1/4 of the Southwest 1/4, lying West of said railroad right of way, all in Section 13, Township 30 South, Range 23 East, Polk County, Florida.

Prepared by:
Hillsborough Title, Inc.
Tammy Wooten
352 E. Bloomingdale Ave.
Brandon, FL 33511
incidental to the issuance of a title insurance policy
File No.: BRI23-123215

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

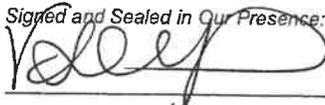
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

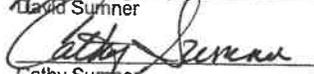
To Have and to Hold, the same in fee simple forever.

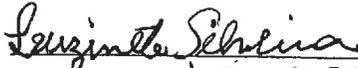
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances except taxes accruing subsequent to the current year.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed and Sealed in Our Presence:

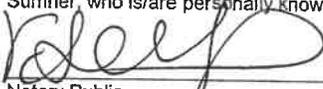

Witness Printed Name: Vaneza Silveira Schmitt
Address: 5218 White Egret Lane
Lakeland FL 33811


David Sumner

Cathy Sumner


Witness Printed Name: Luzinete Silveira
Address: 5218 White Egret Lane
Lakeland FL 33811

State of Florida
County of Polk

The foregoing instrument was executed and acknowledged before me this 2nd of May, 2024, by means of Physical Presence or Online Notarization, by David Sumner and Cathy Sumner, who is/are personally known to me or who has produced a valid driver's license as identification.


Notary Public

My Commission Expires: 6-11-2027

(SEAL)



EASEMENT AGREEMENT

This Easement Agreement is entered into on this 19th day of February, 2025 by and between Yavasclar Troy Holding, LLC, a Florida limited liability company, of 2701 Cozart Road, Mulberry, FL 33860 ("Troy") Ultra Mag, LLC, a Florida limited liability company, of P. O. Box 6165; Lakeland, Florida 33807 ("Mag") and David Sumner and Cathy Sumner ("Sumner") of P. O. Box 215; Mulberry, Florida 33860.

Background. An Easement exists over the following described property:

The South 50 feet of that part of the NW ¼ of the SW ¼ lying west of railroad right of way along with the South 50 feet of the NW ¼ of the SW ¼ of east said right of way in Section 13, Township 30 South Range 23 East, Polk County, Florida. This easement was created by reservation in that certain Deed attached hereto recorded in Official Records Book 867, page 270, public records of Polk County, Florida, a copy of which is attached hereto as Exhibit A.

This Easement is adjacent to, and provides access to State Road 37 South, a public right of way in Polk County, Florida. However, only Troy and Sumner own property adjacent to the Easement, and therefore, Mag needs additional access. Troy is the owner of the real property described on Exhibit B ("Troy Land"), Sumner is the owner of the real property described on Exhibit C and Mag is owner of the real property described on Exhibit D ("Mag Land"). The Troy Land and the Mag Land are adjacent and contiguous, and the Troy Land and the Sumner Land are separated only by a railroad. The Sumner Land lies adjacent to and north of the easement described on Exhibit A and the vacated Cozart Road. Troy and Mag currently meander into and along the Sumner Land for ingress and egress where the Sumner Land adjoins the easement described on Exhibit A and the vacated Cozart Road.

NOW THEREFOR, in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of which is acknowledged by all parties, it is agreed as follows:

1. Troy hereby grants to Mag, an ingress, egress and utility easement over the real property described on Exhibit E ("Easement Property") which is part of the Troy Land. The combined Easement locations referenced above are reflected on the sketch attached hereto as Exhibit F.
2. Sumner hereby grants to Troy and Mag, an ingress egress and utility easement over those lands of Sumner which are adjacent to the easement described on Exhibit A and the vacated Cozart Road which are presently being utilized by the parties for ingress and egress and as further shown in attached composite Exhibit F (the Additional Easement Property).
3. The Easement Property and the Additional Easement Property shall be appurtenant to land of the grantees named in the easements and shall run with the land.

4. Any party shall have the right, but not the obligation, to maintain any Easement Area.

5. The right to maintain the Easement Property shall include, but not be limited to, the right to repair and improve the Easement Property as any party deems necessary or appropriate, and, notwithstanding the foregoing, no party shall have any duty or obligation to perform any repair or maintenance to the Easement Property.

5. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their guests, and invitees and their respective heirs and assigns.

(Signatures on Following Pages)

Ultra Mag, LLC, a Florida limited liability company

Meghan West
Witness Name: Meghan West
Witness Address: P.O. Box 6165 LKLD
FL 33807

[Signature] (Seal)
Robert F. Harper, IV, its Manager

[Signature]
Witness Name: Robert White
Witness Address: Po 215 Mumbury 33860

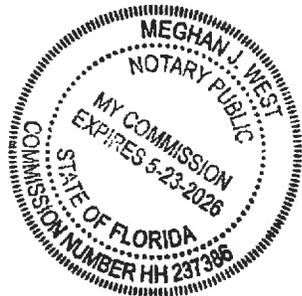
State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of Feb, 2025 by Robert F. Harper, as Manager of Ultra Mag, LLC, a Florida limited liability company, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Meghan West
Notary Public
Printed Name: Meghan West

My Commission Expires: _____



Meghan West
Witness Name: Meghan J West David Sumner (Seal)
Witness Address: P.O. Box 6165 Ukld FL 33807

Robert White
Witness Name: Robert White
Witness Address: P.O. 215 Mulberry 33860

Meghan West
Witness Name: Meghan J. West Cathy Sumner (Seal)
Witness Address: P.O. Box 6165 Ukld
FL 33807
Cathy Sumner

Robert White
Witness Name: Robert White
Witness Address: P.O. 215 Mulberry 33860

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of Feb, 2025 by David Sumner and Cathy Sumner, who are personally known or have produced a driver's license as identification.

[Notary Seal]

Meghan West
Notary Public
Printed Name: Meghan J. West
My Commission Expires: _____



IN WITNESS WHEREOF, this Easement Agreement is executed on this 19 day of Feb, 2025.

Yavasalar Troy Holding, a Florida limited liability company

Meghan West
Witness Name: Meghan West
Witness Address: P.O. BOX 66165 FL 33807

Todd Hossler (Seal)
Todd Hossler, its Manager

Robert White
Witness Name: Robert White
Witness Address: PO 215 Mulberry 33860

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of Feb, 2025 by Todd Hossler, as Manager of Yavasalar Troy Holding, LLC, a Florida limited liability company, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Meghan West
Notary Public

Printed Name: _____

My Commission Expires: _____



Exhibit "A"

189974

DEED

OFF REC 867 PAGE 270

The Grantor, SOCONY MOBIL OIL COMPANY, INC., a corporation existing under the laws of the State of New York, having a principal office at 150 East 42nd Street, New York, New York, in consideration of ten dollars and other valuable considerations received from the Grantees, hereby grants and conveys to the Grantees, BERNARD W. KIRKLAND and WILLIE MAE KIRKLAND, his wife, as tenants by the entirety, whose post office address is Route 4, Box 194, Lakeland, Florida, the real property described below:

189974

That part of the west one-quarter (W-1/4) lying west of the Atlantic Coast Line Railroad Company main line right-of-way, in and of Section 13, Township 30 South, Range 23 East, Polk County, Florida, SUBJECT TO right-of-way for State Road 37 along the west side thereof.

The Grantor reserves unto itself, its successors and assigns, an easement for ingress, egress, access, and passage of vehicles and equipment over and upon the south 50 feet of that part of the NW-1/4 of NW-1/4 lying west of said railroad right-of-way and over and upon the south 50 feet of that part of the NW-1/4 of SW-1/4 lying west of said railroad right-of-way, all in and of said Section 13.

This conveyance is subject to (a) existing rights-of-way, if any, for roads and railroads; (b) liens for taxes, if any, which are not yet due and payable; and (c) electric power line easement over the south 160 feet of the property as set forth in instrument granted by Virginia-Carolina Chemical Corporation to Tampa Electric Company, dated September 23, 1954, Deed Book 988, page 81, Polk County, Florida.

The Grantor covenants that the property is free of all encumbrances, that lawful seisin of and good right to convey

189974



the property are vested in the Grantor, and that the Grantor hereby warrants the title to the property and will defend the same against the lawful claims of all persons whomsoever.

Dated this 16th day of September, 1964.

Signed, sealed, and delivered in the presence of:

SOCONY MOBIL OIL COMPANY, INC.

H. F. Kane
Wm. L. Bill
Two witnesses

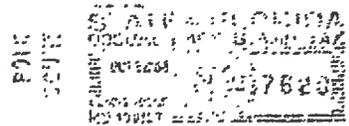
By J. D. [Signature] VICE-PRESIDENT
J. D. [Signature] VICE-PRESIDENT

Attest:

[Signature]
ASST. SECRETARY



STATE OF NEW YORK
COUNTY OF NEW YORK



I hereby certify that on this day before me, the undersigned notary public authorized in the state and county named above to administer oaths and take acknowledgments, personally appeared

[Signature] and Eleanor C. Dickson

as VICE-PRESIDENT and Assistant Secretary

respectively, of SOCONY MOBIL OIL COMPANY, INC., a corporation existing under the laws of the State of New York, known to me to be the persons described in and who executed the foregoing instrument as such officers, and they acknowledged before me that they executed the same in behalf of said corporation, and that they were duly authorized by said corporation to do so. Witness my hand and official seal in the state and county named above this 16th day of September, 1964.

[Signature]
Notary Public, State of New York

My commission expires:



ELIZABETH CONROY
Notary Public, State of New York
No. 41-5793000
Qualified in Queens County
Carl. Filed in New York County
Term Expires March 30, 1966

FILED, RECORDED AND
RECORD VERIFIED
D H SLOAN JR CLK Clk of
POLK COUNTY, FLA
By [Signature]

Exhibit "B"

PARCEL 2:

That part of the West ¼ of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line being more particularly described as follows:

Commence at the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 13 and run thence N88°44'47"W a distance of 1324.28 feet along the North boundary of Section 13 to the North ¼ corner of Section 13; thence N88°45'20"W a distance of 1401.10 feet along the North boundary of said Section 13; thence S01°02'23"E a distance of 928.93 feet along the West right-of-way of CSX Railroad Spur Line; thence N88°57'37"E a distance of 20.00 feet; thence S01°02'23"E a distance of 1566.45 feet along CSX Spur Line; thence with a curve turning to the right with an arc length of 178.81 feet, with a radius of 49804.07 feet, with a chord bearing of S00°58'13"E, with a chord length of 178.81 feet to the Point of Beginning; thence continue along said West right-of-way of the CSX Spur Line along said curve turning to the right with an arc length of 800.37 feet, with a radius of 49804.07 feet, with a chord bearing of S00°18'58"E, with a chord length of 800.36 feet, thence continue along said West right-of-way of CSX Spur Line with a reverse curve turning to the left with an arc length of 401.13 feet, with a radius of 20838.72 feet, with a chord bearing of S00°25'37"E, with a chord length of 401.13 feet; thence continue along said West right-of-way of the CSX Spur Line S00°58'33"E a distance of 42.57 feet; thence N89°05'05"W a distance of 11.48 feet; thence continue along said CSX Railroad Spur Line S00°01'01"W a distance of 1343.81 feet; thence N88°57'44"W a distance of 777.30 feet along the South boundary of said Section 13 to the East right-of-way of the CSX Main Line; thence continue along said East right-of-way of the CSX Railroad Main Line with a curve turning to the right with an arc length of 103.02 feet, with a radius of 1507.58 feet, with a chord bearing of 04°28'13"W, with a chord length of 103.00 feet; thence continue along said East right-of-way of the CSX Railroad Main Line N02°30'46"W a distance of 2585.84 feet; thence departing said East right-of-way, run S89°12'27"E a distance of 901.86 feet to the Point of Beginning.

PARCEL 3:

That part of the West ¼ of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line being more particularly described as follows:

Commence at the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 13 and run thence N88°44'47"W a distance of 1324.48 feet along the North boundary of said Section 13 to the Point of Beginning; thence S00°38'18"E a distance of 5366.22 feet along the North South center of said Section 13 to the South boundary of said Section 13; thence N88°57'43"W a distance of 1218.42 feet along the South boundary of said Section 13; thence N00°58'33"W a distance of 1344.82 feet along the East boundary of the CSX Railroad Spur Line; thence N89°05'05"W a distance of 20.01 feet; thence continue along said CSX Railroad Spur Line N00°58'33"W a distance of 44.56 feet; thence continue along said CSX Railroad Spur Line with a curve turning to the right with an arc length of 389.94 feet, with a radius of 20678.20 feet, with a chord bearing of 00°25'37"W, with a chord length of 389.93 feet; thence continue along said CSX Railroad Spur Line with a reverse curve turning to the left with an arc length of 1080.44 feet, with a radius of 49804.07 feet, with a chord bearing of 00°25'08"W, with a chord length of 1080.42 feet; thence continue along said CSX Railroad Spur Line N01°02'23"W a distance of 1566.45 feet; thence N88°57'37"E a distance of 20.00 feet; thence continue along said CSX Railroad Spur Line, N01°02'23"W a distance of 924.94 feet to the North boundary of said Section 13; thence S88°45'20"E a distance of 1301.80 feet along the North boundary of said Section 13 to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress, access and passage of vehicles and equipment over and upon the South 50 feet of that part of the NW ¼ of the NW ¼, lying West of Atlantic Coast Line Railroad Company Main Line right-of-way; AND over and upon the South 50 feet of that part of the NW ¼ of the SW ¼, lying West of said railroad right-of-way, all in Section 13, Township 30 South, Range 23 East, Polk County, Florida.

Parcel Identification Number: 23-30-13-000000-013010

Legal Description

Rev. 1/27/16

Stacy M. Butterfield POLK

BUT SUBJECT TO an easement (for the benefit of both Parcels 1 and 4, listed below) on, across, over, under and through the Property, for the purposes of constructing and operating roadways (for among other things, automobile, truck, bicycle and pedestrian traffic); constructing, installing operating, maintaining, upgrading, improving, relocating and/or removing water lines, wastewater lines, water retention areas, pumps, lift stations and any other utilities and utility lines (including but not limited to electricity, telephone, internet, cable television and fiber optic lines), along with all associated appurtenances; and for the right of ingress and egress to and from both Parcels listed below to State Road 37:

PARCEL 1:

That part of the West ¼ of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line, being more particularly described as follows:

Commence at the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 13 and run thence N88°44'47"W a distance of 1324.25 feet along the North boundary of Section 13 to the North ¼ corner of Section 13; N88°45'20"W a distance of 1401.10 feet along the North boundary of said Section 13 to the Point of Beginning; thence S01°02'23"E a distance of 328.93 feet along the West right-of-way of CSX Railroad Spur Line; thence N88°57'37"E a distance of 20.00 feet; thence S01°02'23"E a distance of 1586.45 feet along CSX Spur Line; thence with a curve turning to the right with an arc length of 173.81 feet, with a radius of 49804.07 feet, with a chord bearing of S00°56'13"E, with a chord length of 173.81 feet; thence N88°12'27"W a distance of 901.86 feet to the East right-of-way line of the CSX Railroad Main Line; thence N02°30'46"W a distance of 1632.19 along the said East right-of-way of the CSX Railroad Main Line; thence departing said CSX Railroad run S88°48'03"E a distance of 415.00; thence N02°32'09" W a distance of 1051.66 feet to the North boundary of said Section 13; thence S88°45'20"E a distance of 536.87 feet along the North boundary of said Section 13 to the Point of Beginning.

PARCEL 4:

That part of the West ¼ of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line being more particularly described as follows:

Begin at the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 13 and run thence S00°32'37"E a distance of 5318.56 feet along the 40 acre line; thence S88°37'31"W a distance of 1314.98 feet along the South boundary of said Section 13; thence N00°38'18"W a distance of 5356.22 feet along the North South centerline of said Section to the North boundary of said Section 13; thence S88°44'47"E a distance of 1324.46 feet along the North boundary of said Section 13 to the Point of Beginning.

Legal Description

Rev. 1/27/16

Stacy M. Butterfield POLK

Exhibit "C"

That part of the West 3/2 of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 13 and run thence North 88 degrees 44 minutes 47 seconds West a distance of 1324.25 feet along the North boundary of Section 13 to the North 1/4 corner of Section 13; thence North 88 degrees 45 minutes 20 seconds West a distance of 1401.10 feet along the North boundary of said Section 13; thence South 01 degrees 02 minutes 23 seconds East a distance of 828.93 feet along the West right of way of CSX Railroad Spur Line; thence North 88 degrees 57 minutes 37 seconds East a distance of 20.00 feet; thence South 01 degree 02 minutes 23 seconds East a distance of 1588.45 feet along CSX Spur Line; thence with a curve turning to the right with an arc length of 178.81 feet, with a radius of 48804.07 feet, with a chord bearing of South 00 degrees 58 minutes 13 seconds East, with a chord length of 178.81 feet to the Point of Beginning; thence continue along said West right of way of the CSX Spur Line along said curve turning to the right with an arc length of 900.37 feet, with a radius of 48804.07 feet, with a chord bearing of South 00 degrees 18 minutes 58 seconds East, with a chord length of 900.35 feet, thence continue along said West right of way of CSX Spur Line with a reverse curve turning to the left with an arc length of 343.39 feet, with a radius of 20838.72 feet, with a chord bearing of South 09 degrees 13 minutes 10 seconds East, with a chord length of 343.39 feet; thence departing West right of way of CSX Railroad Spur Line; South 89 degrees 13 minutes 47 seconds West a distance of 668.00 feet thence along East right of way of the CSX Railroad Main Line North 02 degrees 30 minutes 46 seconds West a distance of 1213.00 feet; thence departing said East right of way, run South 89 degrees 12 minutes 27 seconds East a distance of 901.88 feet to the Point of Beginning. Together with an easement for ingress and egress, access and passage of vehicles and equipment over and upon the South 50 feet of that part of the Northwest 1/4 of the Northwest 1/4, lying West of Atlantic Coast Line Railroad Company Main Line right of way; and over and upon the South 50 feet of that part of the Northwest 1/4 of the Southwest 1/4, lying West of said railroad right of way, all in Section 13, Township 30 South, Range 23 East, Polk County, Florida.

Parcel ID No.: 23-30-13-00000-043030

Exhibit "D"

Parcel 1:

Section 24, Township 30 South, Range 23 East, Polk County, Florida; Commence at the Northwest corner of said Section 24, thence run South 89 degrees 07'26", East along the North line of said NW ¼, a distance of 1296.29 feet to the Easely right-of-way of the CSX Transportation Railroad, thence run South 00 degrees 59'43" East along said right-of-way a distance of 600 feet to the Point of Beginning, continue along said right-of-way a distance of 2030.79 feet, thence South 89 degrees 55'15" East a distance of 2091.83 feet; thence North 00 degrees West a distance of 2825.69 feet; thence South 89 degrees 26'51" West a distance of 651.83 feet; thence South 29 degrees 21'36" East a distance of 134.12 feet; thence South 10 degrees 47'06" East a distance of 190.26 feet; thence South 16 degrees 09'24" West a distance of 273.99 feet; South 00 degrees 19'36" East 346.04 feet; thence South 32 degrees 23'32" West a distance of 204.25 feet; thence South 77 degrees 19'16.7" West a distance of 410.30 feet; thence South 00 degrees 53'08.3" East a distance of 410.43 feet; thence South 04 degrees 34'41.6" East a distance of 171.95 feet; thence South 56 degrees 30'54.6" West a distance of 225.47 feet; thence South 82 degrees 41'02.9" West a distance of 338.97 feet; thence North 80 degrees 52'35.7" West a distance of 777.09 feet; thence North 12 degrees 08'33" West along the Easely right-of-way line of CSX Transportation Railroad, a distance of 523.83 feet; thence North 13 degrees 19'37.3" East a distance of 764.96 feet; thence North 89 degrees 07'26" West a distance of 265.49 feet to the Point of Beginning. LESS that part of NE ¼ of NW ¼, lying Westerly of Ridgewood Spur.

Parcel 2:

Commencing at the Northwest corner of Section 24, Township 30 South, Range 23 East, Polk County, Florida, thence run South 89 degrees 07'26" East along the North boundary a distance of 2677.18 feet to the Northeast corner of the NW ¼ of said Section 24, to Point of Beginning; thence continue along said boundary North 89 degrees 26'51" East a distance of 644.46 feet, thence South 29 degrees 21'36.0" East 134.12 feet, thence South 10 degrees 47'06.0" East 190.26 feet, thence South 16 degrees 09'24.0" West 273.99 feet, thence South 80 degrees 13'36.0" East 346.04 feet, thence South 32 degrees 23'52.0" West 204.25 feet, thence South 77 degrees 19'16.7" West 410.30 feet, thence South 00 degrees 53'08.3" East 410.43 feet, thence South 04 degrees 34'41.6" East 171.95 feet, thence South 56 degrees 30'54.6" West 225.47 feet, thence South 82 degrees 41'02.9" West 338.97 feet, thence North 80 degrees 52'35.7" West 777.09 feet, to the Easely right-of-way of CSX Transportation Railroad thence North 12 degrees 08'33.0" West along said right-of-way a distance of 526.83 feet, to the right-of-way for the Ridgewood Branch or Spur (now unused, abandoned, and removed) granted to Charlotte Harbor and Northern Railway Company, by instrument dated October 2, 1914, recorded in Deed Book 146, Page 454, Polk County, Florida, and by instrument dated October 27, 1915, recorded in Deed Book 151, Page 80, Polk County, Florida, continue Northeasterly along said right-of-way to Point of Beginning. LESS that part of NE ¼ of NW ¼ previously conveyed by O.R. Book 2253, Page 3, lying South of Ridgewood Spur right-of-way.

TOGETHER WITH an easement for ingress and egress, access and passage of vehicles and equipment over and upon the South 50 feet of that part of the NW ¼ of SW ¼ lying West of Atlantic Coast Line Railroad right-of-way, along with the South 50 feet of the NW ¼ of SW ¼ lying East of said right-of-way, and the West 50 feet of the SE ¼ of SW ¼ lying immediately East of said right-of-way, and the South 50 feet of the SE ¼ of SW ¼ lying immediately North of the TBCO Power Line easement, and the West 50 feet of the South 210 feet of SW ¼ of SE ¼, all in Section 13, Township 30 South, Range 23 East, Polk County, Florida.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

COMMENCE AT THE NW CORNER OF SECTION 24, TOWNSHIP 30 SOUTH, RANGE 23 EAST, POLK COUNTY FLORIDA, RUN THENCE SOUTH 89°07'26" EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 24, 2106.29 FEET, THENCE SOUTH 00°59'42" EAST, 227.54 FEET TO THE POINT OF BEGINNING. SAID POINT BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY OF THE RIDGEWOOD BRANCH OR SPUR (NOT IN USE) AS RECORDED IN DEED BOOK 181, PAGE 80 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1273.57 FEET, THENCE CONTINUE SOUTH 00°59'42" EAST 432.46 FEET, THENCE NORTH 89°07'26" WEST 372.44 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID RAILROAD SPUR, THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°28'03", AN ARC DISTANCE OF 566.09 FEET TO A CHORD DISTANCE OF 567.44 FEET, A CHORD BEARING OF NORTH 40°32'05" EAST TO A POINT OF BEGINNING.

PARCEL NUMBER: 243023-000000-031030

Exhibit "E"

Easement Property

An easement for ingress and egress over and upon the South 50 feet of the West 70 feet lying East of the Railroad right of way in the NE ¼ of the of the SW 1/4 and the West 50 feet of the SE ¼ of the SW ¼ lying immediately east of the railroad right of way and the South 50 feet of the SE ¼ of the SW ¼ less that portion lying 50 feet immediately East of the Railroad right of way, all in Section 13, Township 23 East, Range 23 East.

Exhibit F

Exhibit F
Florida AC-1



Field 1
Field 2
Field 3

Ryan Hartzel





Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	POLK COUNTY, FLORIDA (Unincorporated Areas)	A portion of Section 13, Township 30 South, Range 23 East, as described in the General Warranty Deed recorded as Instrument No. 2024104805, in Book 13105, Pages 1619 and 1620, in the Office of the Clerk of Court, Polk County, Florida
	COMMUNITY NO.: 120261	
AFFECTED MAP PANEL	NUMBER: 12105C0675G	
	DATE: 12/22/2016	
FLOODING SOURCE: LOCAL FLOODING		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 27.867238, -81.970602 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
--	--	--	0 Cozart Road	Property	X (unshaded)	--	--	120.3 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

ZONE A
STATE LOCAL CONSIDERATIONS

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP AMENDMENT
DETERMINATION DOCUMENT (REMOVAL)**
ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

ZONE A (This Additional Consideration applies to the preceding 1 Property.)

The National Flood Insurance Program map affecting this property depicts a Special Flood Hazard Area that was determined using the best flood hazard data available to FEMA, but without performing a detailed engineering analysis. The flood elevation used to make this determination is based on approximate methods and has not been formalized through the standard process for establishing base flood elevations published in the Flood Insurance Study. This flood elevation is subject to change.

STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the LOMA DETERMINATION DOCUMENT (REMOVAL))

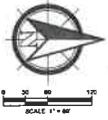
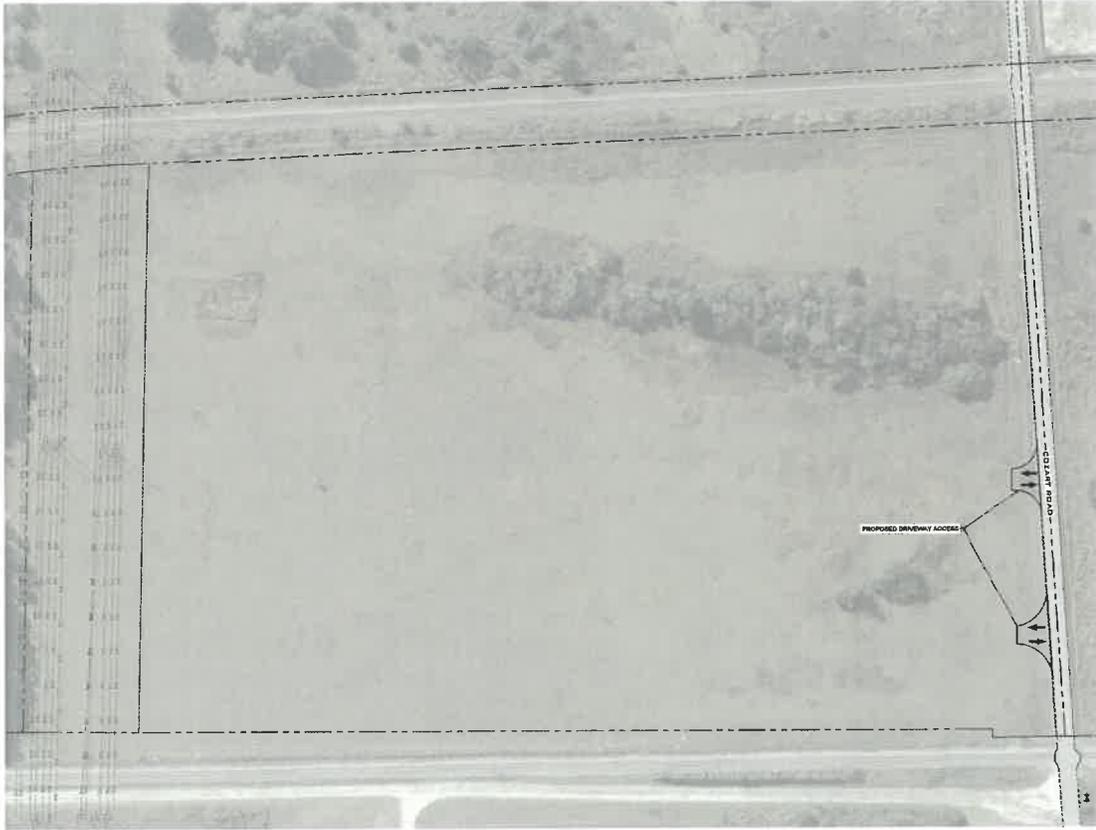
Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMA Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

A handwritten signature in black ink, appearing to read "Rick Sacbbit".

Patrick "Rick" F. Sacbbit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

DATE: 01/14/2010 10:58:11 AM
 PROJECT: SLB EQUIPMENT SITE ACCESS / TRAFFIC CIRCULATION EXHIBIT - E (SEE SHEET 1)
 DRAWN BY: J. J. JENSEN



VICINITY MAP
 N.T.S.
 SECTION 30, TOWNSHIP 23 S, RANGE 13 E

DESIGNED BY	DATE	DATE
DRYAN BY	01/14/2010	01/14/2010
BY	01/14/2010	01/14/2010
BY	01/14/2010	01/14/2010
BY	01/14/2010	01/14/2010
BY	01/14/2010	01/14/2010
BY	01/14/2010	01/14/2010
BY	01/14/2010	01/14/2010
BY	01/14/2010	01/14/2010
BY	01/14/2010	01/14/2010
BY	01/14/2010	01/14/2010

USK CONSULTING
 ENGINEERS, ARCHITECTS, PLANNERS

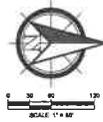
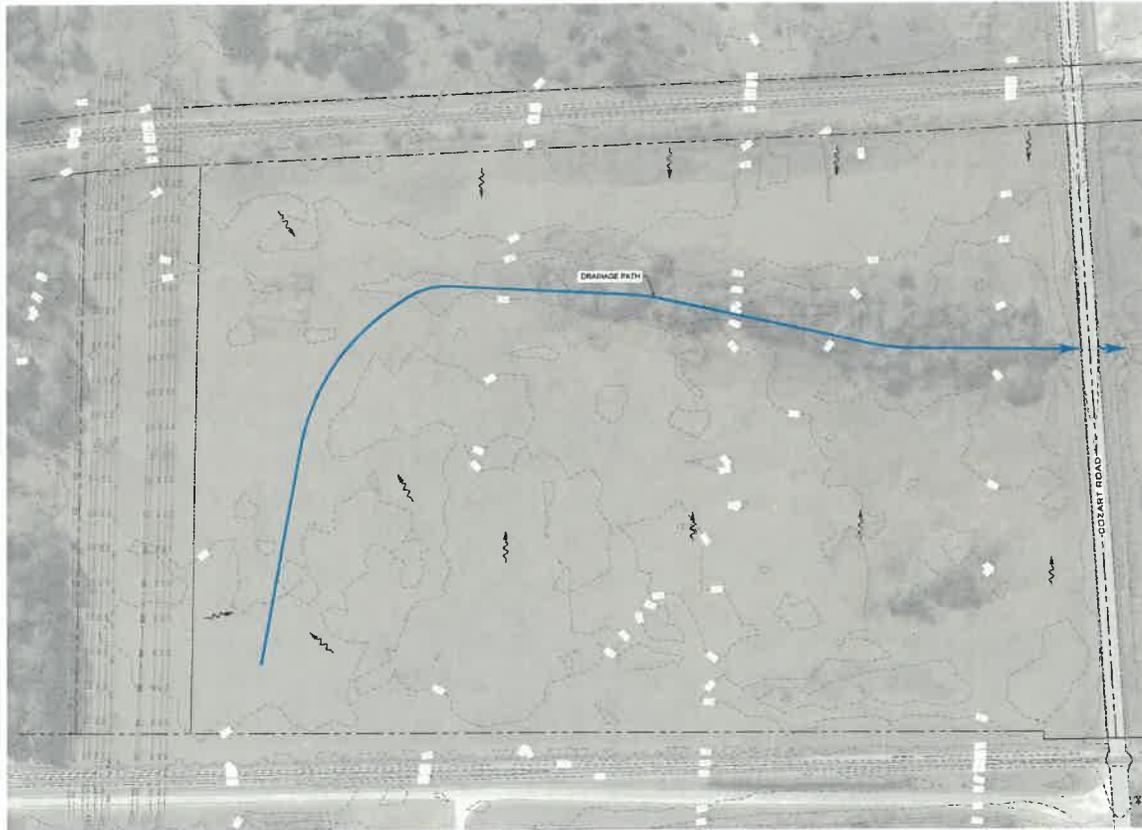
Engineers, Land Planners
 Construction Managers
 www.usk.com
 10000 14th Street, Suite 200
 Denver, CO 80202
 Phone: 303.733.1100
 Fax: 303.733.1101

SLB EQUIPMENT
 SITE EQUIPMENT LAYOUT
 ACCESS / TRAFFIC
 CIRCULATION EXHIBIT
 © 2010 USK CONSULTING, P.C.

NOT FOR CONSTRUCTION

SHEET NUMBER
C000

PLANET 3D - 3D TOPOGRAPHIC MAPS, INC. - 3D TOPOGRAPHIC MAPS, INC. - 3D TOPOGRAPHIC MAPS, INC. - 3D TOPOGRAPHIC MAPS, INC.



PRELIMINARY LAYOUT
Preliminary Layout is Subject to Final Topographic and
Boundary Survey, Engineering and Approval by
Governmental Agencies

DESIGNED BY	DATE	DATE
DRAWN BY	NO.	NO.
CHECKED BY	NO.	NO.
IN CHARGE	NO.	NO.
PROJECT NO.		



Engineers, Land Planners
Construction Managers

USK
C O N S U L T I N G
CONSULTING ENGINEERS, INC.

SUB EQUIPMENT
SUB EQUIPMENT LLC
DRAINAGE EXHIBIT
COURT ROAD, BERRY, CT, 06040



SHEET NUMBER
C000

Mark J. Bennett, AICP, FRA-RA, CNU-A

Experienced Professional in urban planning, zoning, and land development, both in the public and private sector. Proven leader, manager, and entrepreneur. Veteran with 30 years of military service.

Professional Goal – Create Better Communities!

Education:

Student, International Development Doctoral Program, University of Southern Mississippi (current)
Naval Postgraduate School, Monterey, CA, Graduate Certificate - Stability, Security, and Development in Complex Operations

Royal Military College of Canada, Toronto, ON, CA, Master of Defence Studies

University of Central Florida, Orlando, FL, Master of Public Administration

University of South Florida (USF), Tampa, FL, Bachelor of Arts - Major - Geography

Memberships (Current):

American Institute of Certified Planners (AICP) - Certificate Number 11241

Florida Redevelopment Association – Certified Redevelopment Administrator (FRA-RA); Member, Board of Directors, Chair, Education and Professional Development Committee

Congress of New Urbanism - Accredited Member (CNU-A)

City of Lake Wales Code Enforcement Board

USF School of Public Affairs Master of Urban and Regional Planning Advisory Council

Polk Vision - Leadership Polk Class XV

Haines City/Northeast Polk Chamber of Commerce - Leadership Class X

Senior Army Reserve Commanders Association, Reserve Officers Association, Military Officers Association of America - Imperial Polk County Chapter, American Legion, Veterans of Foreign Wars, 1st Cavalry Division Association

Memberships (Previous):

Summerlin Academy (military-oriented public school of choice) Advisory Committee, Bartow, FL

Polk County Affordable Housing Advisory Committee

City of Lake Wales Planning Board, Community Redevelopment Agency (CRA) Advisory Committee

Polk Transportation Planning Organization – Technical Advisory Committee, Joint Airport Zoning Board

Central Florida Development Council - Investor

Professional Planner Experience:

Senior Planner, Land Development Division, Polk County Board of County Commissioners, Polk County, FL – February 2023 to Present – Conduct long-range planning, development review activities, and special projects. Previously served from February 2006 to March 2007 as a Principal Planner. Initially hired in January 1989 as a student trainee, was promoted to Planner I, II, III, and Senior Planner before leaving in January 1996.

Development Services Director, City of Lake Wales, FL - July 2020 to February 2023 - Department-level position manager responsible for planning & zoning, building permitting and inspections, code compliance, and support of the Community Redevelopment Agency (CRA) for a city of 17,000+ residents and 20 square miles. Previously served as the City Planner from July 1998 to November 2000, Acting Community Services Director from March to June 1999, and the Development Services Director from January 1996 to June 1997.

Deputy Director of Development Services/CRA Manager, City of Haines City, FL – July 2017 to July 2020 – Responsible for the City’s CRA, community-development related activities, and special projects for a rapidly growing city of 25,000+ residents comprising 20 square miles. Served as Director of Development Services in absence of Director. Previously served as City Planner from November 1997 to July 1998, and Planning Manager from March 2007 to April 2015.

Planning Director/Principal, Ridge Professional Group – April 2015 to May 2017 – Responsible for all urban planning and zoning functions for an eight-employee land development consulting firm specializing in permitting and engineering design. Also, part-owner of firm, with additional duties of marketing, sales, and public relations.

Urban Planner – Bennett Consulting Services - July 2001 to February 2006 - Owner of urban planning consulting firm, specializing in subcontracting work for planning & civil engineering firms. Projects include processing Comprehensive Plan Amendments, Planned Developments, creation and implementation of annexation and sector plans, due diligence analysis for prospective land purchases, and property development potential analysis. Served as City Planner for Frostproof, FL from March to August 2005. Provided subject-matter expertise/testimony for clients before Polk County, Lake County, Lakeland, Winter Haven, and Lake Wales.

Planning Services Manager/Business Development Manager – M. T. Causley, Inc. – October 2002 to June 2003 - Contract position, responsible for urban planning services and business development activities (including sales, marketing, personnel and project management) for central Florida area.

Site Acquisition/Zoning Specialist – iTactical Services – November 2000 to October 2002 – Contract position, responsible for selection, acquisition/purchase of property, and obtaining zoning/development approval for placement of communications towers.

Zoning Specialist, SBA Communications Corporation - June to November 1997 - Responsible for siting, zoning, and permitting 20 sites to establish the Sprint PCS network in the Tampa Service Area.

Military Experience:

US Army Reserve (Retired) - April 1989 to May 2019 – Final Rank – Colonel. Key Assignments included Civil Affairs Planning Team Chief, 350th Civil Affairs Command, Pensacola, FL, with duty at US Southern Command, Doral, FL; Commander, 3rd Battalion, 349th Regiment (Logistics Support), Camp Shelby, MS; Commander, 5th Battalion, 95th Regiment, (Civil Affairs/Psychological Operations), Lubbock, TX; Civil Affairs Analyst, US Special Operations Command, MacDill Air Force Base, Tampa, FL; Battalion Executive Officer and Commander, A Company, 478th Civil Affairs Battalion, Perrine, FL; and Public Works Officer/Essential Services Team Leader, 1st Armored Division/1st Cavalry Division Governorate Support Team, Baghdad, Iraq.

Significant Awards and Decorations include the Combat Action Badge, Bronze Star (Meritorious Service) and the Parachutist Badge.

Resume of Service Career available upon request.

Hobbies/Personal Interests:

Reading, attending University of South Florida athletic events, and spending time with wife Melissa and their two children.



Polk County
Board of County Commissioners

Agenda Item N.2.

9/16/2025

SUBJECT

Public Hearing (LDCT-2025-12 Mobile Home Sales LDC Text Amendment) (Adoption Hearing) to allow Retail, Home Sales Offsite as a permitted use in the Industrial-X (INDX) land use district.

DESCRIPTION

This is an adoption hearing for an applicant-initiated request for a LDC text amendment to amend Chapter 4, Section 401.08, Table 401.08.01, Use Table for Southeast Polk Selected Area Plan, to add Retail, Home Sales Offsite as a permitted use in Industrial-X (INDX) land use district. State law requires one Planning Commission hearing, which was held on August 6, 2025, with a recommendation of 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 second of the two hearings.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Kyle Rogus, Planner I
Land Development Division
(863) 534-7553
kylerogus@polk-county.net

**POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT**

DRC Date:	May 22, 2025	Level of Review:	Level 4 Review
PC Date:	August 6, 2025	Type:	LDC Text Amendment
BoCC Date:	September 2, 2025	Case Numbers:	LDCT-2025-12
	September 16, 2025	Case Name:	Mobile Home Sales Text Amendment
Applicant:	Annie Barnes	Case Planner:	Kyle Rogus

Request:	An applicant-initiated LDC Text Amendment to Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk Selected Area Plan, to add “Retail, Home Sales Offsite” as a permitted use in Industrial-X (IND-X) land use district.
DRC Recommendation:	Approval
Planning Commission Vote:	7-0 Approval

Summary:

This Land Development Code (LDC) text amendment is to allow “Retail, Home Sales Offsite” within the Industrial-X (IND-X) land use districts. Currently, “Retail, Home Sales Offsite” is a permitted use in the IND district per Chapter 2, Section 205, Table 2.1, however is not permitted in the IND-X district in the Southeast Polk Selected Area Plan. “Retail, Home Sales Offsite” is defined in Chapter 10 of the LDC as, “A facility where site built, mobile, manufactured, or modular homes are displayed and sold. The occupancy of homes for permanent or transient residential purposes is prohibited in these facilities.”

Polk County is comprised of eight (8) Selected Area Plans (SAP), five (5) of which identify the Industrial (IND-X) land use district and three (3) of which identify “Retail, Home Sales Offsite” within their use table. Facilities providing “Retail, Home Sales Offsite” within an IND-X land use district in the Southeast Polk Selected Area Plan will now require a Level 2 Review not subject to special conditions, but new sites will require Level 2 approval.

Relevant Sections, Policies, and/or Regulations to Consider:

- Comprehensive Plan Section 2.113 Industrial
- LDC Section 204 Standard Land Use Districts
- LDC Section 205 Use Table for Standard Land Use Districts
- LDC Section 401.08 Use Table for Use Table for SE Polk SAP
- LDC Section 905 Level 2 Review

Findings of Fact

- *This is an applicant-initiated request for a Land Development Code (LDC) Text Amendment to Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk Selected Area Plan, to add “Retail, Home Sales Offsite” as a permitted use in Industrial-X (IND-X) land use district.*
- *“Retail, Home Sales Offsite” is defined in Chapter 10 of the LDC as, “A facility where site built, mobile, manufactured, or modular homes are displayed and sold. The occupancy of homes for permanent or transient residential purposes is prohibited in these facilities.”*
- *Chapter 2, Section 204.C6 states, “The purpose of the IND district is to provide areas for general manufacturing, processing, and distribution of goods. General commercial uses necessary to support the industrial area are also permitted.”*
- *Comprehensive Plan Policy 2.113-A1 states, “Industrial lands are characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation. Industrial districts are also the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.”*
- *Polk County consists of 8 Selected Area Plans (SAP): Interstate 4 SAP; Ronald Reagan Parkway SAP; North US 27 SAP; US Highway 98 SAP; State Road 559 SAP; North Ridge SAP; The Brewster SAP; and, the Southeast Polk SAP.*
- *5 of the 8 Selected Area Plans identify the Industrial (IND) district: Interstate 4 SAP; Ronald Reagan Parkway SAP; US Highway 98 SAP; North Ridge SAP; and, the Southeast Polk SAP. Only 3 identify “Retail, Home Sales Offsite” within their designated use tables: US Highway 98 SAP; North Ridge SAP; and, the Southeast Polk SAP.*
- *Table 2.1 of the LDC outlines permissible uses within standard land use districts. Table 401.08.01 outlines the permissible and conditional uses for each land use district within the SE Polk Area Plan. Retail, Home Sales Offsite is a use in both tables*
- *Table 401.08.01 allows “Retail, Home Sales Offsite” within the following SE Polk SAP land use districts:*
 - *Rural Cluster Center (RCC-X) as a C3 Conditional Use (CU)*
 - *Commercial Enclave (CE-X) as a C3 CU*
 - *Linear Commercial Corridor (LCC-X) within a Village or VC-Core as a C2 CU*

- *Table 2.1 allows Retail, Home Sales Offsite within the following standard land use districts:*
 - *Commercial Enclave (CE) as a C3 CU*
 - *Linear Commercial Corridor (LCC) as a C2 CU*
 - *Regional Activity Center (RAC) as a C3 CU*
 - *High-Impact Commercial Center (HIC) as a P*
 - *Industrial (IND) as a P*
- *Comprehensive Plan Policy 2.113-A4 states, “Development within an Industrial area shall conform to the following criteria:*
 - a. *Permitted uses include facilities for the processing, fabrication, manufacturing, recycling, bulk material storage, and distribution of goods, disposal yards, and limited retail commercial in accordance with Policy 2.113-A4.b. Other non-residential uses that produce significant amounts of noise, odor, vibration, dust, and lighting on and off-site may be permitted within an industrial district through conditional approval. Permitted uses also include any use found within a Business-Park Center.*
 - b. *Retail commercial uses within an industrial area shall be sized for the purpose of serving just the employees of, and visitors to, the industrial area, and shall be limited to a scale appropriate for that purpose. The maximum floor area ratio for commercial uses within an industrial area shall not exceed 0.25.*
 - c. *Industrial sites shall be designed to provide for:*
 - 1. *adequate parking to meet the demands of the use; and*
 - 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.*
 - d. *The maximum floor area ratio for non-commercial uses within an Industrial area shall not exceed 0.75 in the TSDA, 0.65 in the UGA, 0.50 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development.*
 - e. *Retail sale of goods manufactured on the site of a business located within an Industrial area is allowed provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser.*

- f. *Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank systems and as required if within a Nutrient Restoration Plan Overlay.*
 - g. *Planned Developments within the Industrial district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to parcels within the TSDA and UGA. The Land Development Code shall establish development standards and criteria for Planned Developments within the Industrial district.*
 - h. *Industrial districts shall be separated from existing schools and developed residential areas through physical separation, screening, buffering, or a combination thereof, consistent with the standards in the County's Land Development Code.*
 - i. *Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser.”*
- *According to Table 401.08.01 of the LDC, “Retail, Home Sales Offsite” is not a permitted use in IND land use districts inside or outside Village Centers and Village Center Cores.*

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **Approval of LDCT-2025-12**.

Analysis:

Outside the Southeast Polk Selected Area Plan, “Retail, Home Sales Offsite” is a permissible use within the standard Industrial (IND) land use district and aligns with the intent of the district, which is to “provide areas for general manufacturing, processing, and distribution of goods,” and where “general commercial uses [are] necessary to support the industrial area.” “Retail, Home Sales Offsite,” which is defined as “a facility where site built, mobile, manufactured, or modular homes are displayed and sold” directly correlates to the distribution of goods and supports manufacturing of such homes in industrial districts. “Retail, Home Sales Offsite,” is therefore an appropriate use and complimentary to the IND-X land use of the SE Polk Area Plan.

Additionally, the SE Polk SAP guiding principles “will not restrict property owners from seeking Comprehensive Plan map and/or text amendments in response to market conditions that may change over time.” The property owner, Easy Mobile Homes LLC, is looking to utilize approximately 1.44 acres within the IND land use district for “Retail, Home Sales Offsite.”

Over the years the County has approved numerous “Mobile Home, Individual” applications, specifically those located in residential subdivisions, as conditional Level 3 Reviews. The demand for mobile homes as affordable housing within the County became so abundant that the County approved Ordinance No. 2025-025 on May 6, 2025, to allow mobile homes by right in subdivision plats recorded prior to May 20, 1971. Moreover, by 2050 Polk County is expected to see an increase in population from 579,493 to 768,155. In just 25 years we are expecting to see 188,662 new residents in the unincorporated Polk County. With such an increase in population and affordable housing options comes an increase in demand for this type of use within the country.

Limits of the Proposed Ordinance

The effects of this amendment are restricted to “Retail, Home Sales Offsite” in IND-X districts in the Southeast Polk Selected Area Plan.

Consistency with the Comprehensive Plan & Land Development Code

The request is consistent with the Comprehensive Plan and the Land Development Code. No use is being proposed within a land use designation for which it was not intended. This is a policy change pertaining to the permitted uses in IND-X districts in the Southeast Polk Selected Area Plan.

Comments from Other Agencies: None

Draft Ordinance: Under separate attachment

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-12, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 4, SECTION 401.08, TABLE 401.08.01, USE TABLE FOR SOUTHEAST POLK SELECTED AREA PLAN, TO ADD RETAIL, HOME SALES OFFSITE AS A PERMITTED USE IN INDUSTRIAL-X (INDX) LAND USE DISTRICT; 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 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 August 6, 2025; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall allow Retail, Home Sales Offsite as a permitted use in Industrial-X land use district; and

WHEREAS, the Board of County Commissioners held two public hearings on September 2, 2025 and September 16, 2025 wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; 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 August 6, 2025, to consider the LDC text amendments contained within Application LDCT-2025-12 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-12.
- c) The adoption of LDCT-2025-12 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 4, Section 401.08, Table 401.08.01, Use Table for SE Polk SAP, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Village Centers and Village Center Cores

	RCCX	CCX	CEX	LCCX	NACX	OCX	TCCX	BPC-1X	BPC-2X	INDX	L/RX	INST-1X	INST-2X	ROSX
Retail, Home Sales Offsite	C3		C3	C2			C3	C3	C2	<u>P</u>				

Outside the Village Centers (Scenic Highway overrides)

	RCCX	CCX	CEX	TCCX	BPC-1X	BPC-2X	INDX	L/RX	INST-1X	INST-2X	ROSX	PRESVX
Retail, Home Sales Offsite	C3		C3	C3	C3	C2	<u>P</u>					

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 16th day of September 2025.

LDCT-2025-12 - Annie Barnes - Stearns Weaver Miller

Menu Reports Help

Application Name: [Annie Barnes - Stearns Weaver Miller](#)

File Date: [04/30/2025](#)

Application Type: [BOCC-LDC Text Change](#)

Application Status: [Approved for Hearing](#)

Application Comments: View ID Comment Date

Description of Work: [This is a request to amend Table 401.08.01 of the Polk County \("County"\) Land Development Code \("LDC"\) to allow Retail, Home Sales Offsite as a permissible \("P"\) use an Industrial - X \("IND-X"\) land use district of the Southeast Polk Selected Area Plan \("SE Polk SAP"\). Please see Narrative included with this application request.](#)

Application Detail: [Detail](#)

Address: [6980 US HIGHWAY 27, FROSTPROOF, FL 33843](#)

Parcel No: [273201000000013240](#)

Owner Name: [EASY MOBILE HOMES LLC](#)

Contact Info:	Name	Organization Name	Contact Type	Contact Primary Address	Status
	Annie Barnes	Stearns Weaver ...	Applicant	Mailing, PO Box 3299 F...	Active
	EASY MOBILE HOMES LLC	EASY MOBILE HOM...	Engineer		Active

Licensed Professionals Info:	Primary	License Number	License Type	Name	Business Name	Business License #
Job Value:	\$0.00					
Total Fee Assessed:	\$5,434.00					
Total Fee Invoiced:	\$5,434.00					
Balance:	\$0.00					

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS

Development Type

[Board of County](#)

[Commissioners](#)

Variance Type

-

Affordable Housing

Application Type

[LDC Text](#)

[Amendment](#)

Brownfields Request

-

GENERAL INFORMATION

Expedited Review

Number of Lots

-

Will This Project Be Phased

Acreage

[1](#)

DRC Meeting

[05/22/2025](#)

DRC Meeting Time

-

Rescheduled DRC Meeting

Rescheduled DRC Meeting Time

-

Number of Units

Green Swamp

[No](#)

Is this Polk County Utilities

Case File Number

-

FS 119 Status

[Non-Exempt](#)

One Year Extension

-

ADVERTISING

Legal Advertising Date

BOCC1 Advertising Date

-

BOCC2 Advertising Date

Advertising Board

[Board of County](#)

[Commissioners](#)

MEETING DATES

Community Meeting

Planning Commission Date

[8/6/2025](#)

BOA Hearing Date

1st BOCC Date

[9/2/2025](#)

2nd BOCC Date

[9/16/2025](#)

HEARING

PC Hearing Results

PC Vote Tally

BOCC 1st Hearing Results

BOCC 1st Vote Tally

-

-

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

-

-

FINAL LETTER

Denovo Appeal

Denovo Results

-

-

Denovo Tally

-

LD_PUBL_HEAR_EDL

[Opening DigEplan List...](#)

DigEplan Document List

-

PLAN REVIEW FIELDS

TMPRecordID

DocumentGroupforDPC

RequiredDocumentTypes

[POLKCO-25EST-00000-27471](#)

[DIGITAL PROJECTS LD](#)

-

RequiredDocumentTypesComplete

AdditionalDocumentTypes

Activate DPC

[Yes](#)

[Applications, AutoCad File, Binding, Site Plans \(PDs, Yes](#)

[and CUs\), CSV, Calculations, Correspondence, Design](#)

[Drawings, Flood/Traffic Studies, Impact Statement,](#)

[Inspections, Miscellaneous, Plans, Record Drawings,](#)

[Response Letter Resubmittal Complete, Staff Report](#)

[/Approval Letter, Survey, Title Opinion](#)

[DigitalSigCheck](#)

[Yes](#)

Activate FSA

[Yes](#)

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement

[y](#)

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board Number of Boards (Number) Number of Mailers (Number) Date Mailed Date Posted NOR

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	Application Submittal	Lyndsay Rathke	Application ...	05/06/2025	Lyndsay Rathke
	Engineering Review				
	Surveying Review	Mike Benton	Approve	05/21/2025	Mike Benton
	Roads and Drainage Review	Phil Irven	Approve	05/06/2025	Phil Irven
	Fire Marshal Review	Kim Turner	Not Required	05/21/2025	Kim Turner
	Planning Review	Kyle Rogus	Approve	05/22/2025	Kyle Rogus
	School Board Review	School District	Not Required	05/06/2025	School District
	Review Consolidation	Lyndsay Rathke	Approved for...	05/22/2025	Lyndsay Rathke
	Staff Report				
	Public Notice				
	Planning Commission				
	BOCC Hearing				
	Final Letter				
	DEO Review				
	Second BOCC Hearing				
	Archive				

Condition Status: Name Short Comments Status Apply Date Severity Action By

Scheduled/Pending Inspections: Inspection Type Scheduled Date Inspector Status Comments

Resulted Inspections: Inspection Type Inspection Date Inspector Status Comments

LEVEL 4 – NARRATIVE

LDC TEXT AMENDMENT

POLK COUNTY, FL

**Submitted by:
Annie Barnes, Associate Planner
Stearns Weaver Miller, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602
(813) 223-4800**

As of April 30, 2025

Request

This is a request to amend Table 401.08.01 of the Polk County (“County”) Land Development Code (“LDC”) to allow *Retail, Home Sales Offsite* as a permissible (“P”) use within an Industrial – X (“IND-X”) land use district of the Southeast Polk Selected Area Plan (“SE Polk SAP”).

Land Development Code (“LDC”)

Pursuant to the County Comprehensive Plan (“Plan”), the purpose of the SE Polk SAP is to “develop a vision and supporting plan that encourages quality future growth that recognizes and protects existing community resources.”¹ The County LDC outlines specific standards to implement the Plan Goals, Objectives, and Policies specific to the SE Polk Area Plan. The LDC establishes four subareas within the SE Polk Area Plan, each with a Village Centers (“Village”) or Village Center Core (“VC-Core”).² These Village and VC-Cores have specific dimensional standards.

Table 2.1 of the LDC outlines permissible uses within standard land use districts. Similarly, Table 401.08.01 outlines the permissible and conditional uses for each land use district within the SE Polk Area Plan. *Retail, Home Sales Offsite* is a use in both of these tables and is a “facility where site built, mobile, manufactured, or modular homes are displayed and sold.”³ Table 401.08.01 allows *Retail, Home Sales Offsite* within the following SE Polk SAP land use districts:

- Rural Cluster Center (“RCC-X”) with a Conditional Use Level 3 (“C3”)
- Commercial Enclave (“CE-X”) with a C3
- Linear Commercial Corridor (“LCC-X”) within a Village or VC-Core with C2

Table 2.1 allows *Retail, Home Sales Offsite* within the following standard land use districts:

- Commercial Enclave (“CE”) with a C3
- Linear Commercial Corridor (“LCC”) with C2
- Regional Activity Center (“RAC”) with C3
- High-Impact Commercial Center (“HIC”)
- Industrial (“IND”)

Retail, Home Sales Offsite is a permissible use within the standard IND land use district and aligns with the intent of the district, which is to “provide areas for general manufacturing, processing, and distribution of goods,” and where “general commercial uses [are] necessary to support the industrial area.”⁴ *Retail, Home Sales Offsite* directly correlates to the distribution of goods and supports manufacturing of such homes in industrial districts. *Retail, Home Sales Offsite* is therefore an appropriate use and complimentary to the IND-X land use of the SE Polk Area Plan. Additionally, the SE Polk SAP guiding principles “will not restrict property owners from seeking

¹ [Plan Sec. 3.121-U SE Polk](#)

² [Sec. 401.08.C. of the LDC](#)

³ [Chapter 10 of the LDC](#)

⁴ [Sec. 204.C.6. of the LDC](#)

Comprehensive Plan map and/or text amendments in response to market conditions that may change over time.”⁵ Market conditions are driving the need to allow this use in the IND-X land use of the SE Polk Area Plan, which is already permissible in the IND land use district.

In the County, a LDC text amendment requires a Level 4 approval. The Development Review Committee (“DRC”), Planning Commission (“PC”), and BOCC, all review Level 4 applications.⁶ The following provides an analysis of the LDC’s BOCC standard for review of a Level 4 development application.⁷

LDC Section 907.D.6.

The Board of County Commissioners, in the review of the development application shall consider the following factors:

- a) Whether the proposed development is consistent with all relevant requirements of this 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, and noise appearance; and*
- d) Any other matter which the BoCC may deem appropriate and relevant to the specific development proposal.*

Discussion: As analyzed in detail below, the request is consistent will all applicable Plan Objectives and Policies, including Obj. 2.113 –A and Policies 2.113-A1, 2.113-A2, 2.131-UB2, 2.131-UE3, 2.131-UE4 and is also consistent with the standard IND land use.

Comprehensive Plan

The below analysis of the County Plan Objectives and Policies are supportive of the Request, demonstrating a continuation of compatibility and consistency.⁸

SECTION 2.113 – INDUSTRIAL AND BUSINESS PARK CENTER

OBJECTIVE 2.113 -A: *The Polk County Plan shall provide for the development of industrial lands within the County through:*

- a) the establishment of an "Industrial" land use classification,*
- b) the designation of Industrial lands on the Future Land Use Map Series, and*
- c) through the establishment of development criteria applicable to the development and location of Industrial lands within the County.*

⁵ [Vision – Guiding Principles - Section 2.131-U of the Plan](#)

⁶ [Sec. 907.B. of the LDC](#)

⁷ [Sec. 907.D.6. of the LDC](#)

⁸ Sec. 4.400 of the Plan defines consistency as “compatible with and furthering the goals, objectives and policies of the Comprehensive Plan Elements and this agreement.”

Discussion: *Retail, Home Sales Offsite* is an appropriate use within the IND-X land use district of the SE Polk SAP. *Retail, Home Sales Offsite* directly correlates to the distribution of goods and therefore, supports manufacturing of such homes in industrial districts. The SE Polk SAP Plan Map shows a primary concentration of IND-X land use districts adjacent/near the intersection of US Highway 98 and US Highway 27. The roadways are appropriate to accommodate industrial uses, including the use of *Retail, Home Sales Offsite*.

POLICY 2.113-A1: CHARACTERISTICS - *Industrial lands are characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation. Industrial districts are also the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.*

Discussion: *Retail, Home Sales Offsite* is an appropriate use and complimentary to the IND-X land use of the SE Polk Area Plan.

POLICY 2.113-A2: DESIGNATION AND MAPPING - *Industrial areas shall be designated and mapped on the Future Land Use Map Series as "Industrial" (IND); shall include all major existing industrial areas; and shall provide for the projected future industrial development needs of the County.*

Discussion: The SE Polk SAP Plan Map shows a primary concentration of IND-X land use districts adjacent/near the intersection of US Highway 98 and US Highway 27. The roadways are appropriate to accommodate industrial uses, including the use of *Retail, Home Sales Offsite*.

POLICY 2.131-UB2: VISION MAP - *The SE Polk SAP Vision Map as adopted in the Comprehensive Plan Map Series, is a tool that helps depict the general location and types of future growth based on identified issues of concern that were received from comments and feedback gathered from the public, the SE Polk Selected Area Study (SAS) Focus Group, other governmental agencies, and recommendations that came out of the SE Polk Selected Area Study process. The Vision Map is not intended to deter development in particular areas of the SAP, and is conceptual in nature. Instead, it will serve as a visual representation of where opportunities exist to develop at higher densities/intensities and/or receive incentives for the preservation and set-aside of environmental lands or open space.*

Discussion: This Request will not change the SE Polk SAP Plan land use districts. Instead, it will add another use that is compatible with the IND-X land use district. Market conditions are driving the need to allow this use in the IND-X land use of the SE Polk Area Plan, which is already permissible in the IND land use district.

POLICY 2.131-UE3: GENERAL DEVELOPMENT CRITERIA – *Development shall be permitted with this SAP as follows:*

- b) **MODIFIED LAND USE CATEGORIES** - *Due to specific characteristics of this SAP, development may be more specifically defined and may vary from those allowed under the general provisions of the land use category within the Future Land Use Element of the Comprehensive Plan:*

12. *Industrial (INDX);*

Discussion: The Request is not proposing to amend the development criteria set forth in Sec. 401.08. of the LDC.

POLICY 2.131-UE4: DEVELOPMENT CRITERIA FOR MODIFIED FUTURE LAND USE DISTRICTS – *Development Land within the Modified Future Land Use districts permitted within the SE Polk SAP shall be developed in accordance with the densities/intensities described in Table 2.131U - 2. Additionally to promoting walkability and the use of transit, and requiring that development adjacent to conservation, preservation and agricultural uses be placed in a manner to reduce impacts to those areas, the following criteria be implemented within each land use district:*

- j) **INDUSTRIAL (INDX)** - *In addition to applicable provisions in the Future Land Use Element of the Comprehensive Plan, the following provisions shall apply to INDX districts within this SAP:*
1. *Industrial districts shall be encouraged to develop in locations consistent with those areas designated as Village Centers on the SE Polk SAP Vision Map;*
 2. *Location criteria - INDX districts shall have frontage on and direct access to arterial or collector roads within a one-half (½) mile of an intersecting arterial or collector road.*
 3. *All development within INDX districts shall be required to screen outdoor storage from off-site view;*

Discussion: The SE Polk SAP Plan Map shows a primary concentration of IND-X land use districts adjacent/near the intersection of US Highway 98 and US Highway 27. The roadways are appropriate to accommodate industrial uses, including the use of *Retail, Home Sales Offsite*. *Retail, Home Sales Offsite* directly correlates to the distribution of goods and therefore, supports manufacturing of such homes in industrial districts.

OBJECTIVE 2.402-B: *Polk County shall promote the retention and expansion of existing businesses within the County.*

Discussion: Allowing *Retail, Home Sales Offsite* as a permissible use within the IND-X land use district of SE Polk Area Plan promotes the retention and expansion of existing businesses within the County.

Conclusion

Numerous Plan Objectives and Policies are supportive of the Request, ensuring ongoing compatibility with the IND-X land use district of the SE Polk SAP. Market conditions are driving the need to allow this use in the IND-X land use of the SE Polk Area Plan, which is already permissible in the IND land use district. Allowing *Retail, Home Sales Offsite* is an appropriate use and complimentary to the IND-X land use of the SE Polk Area Plan because the use directly correlates to the distribution of goods and supports manufacturing of such homes in industrial districts. Approval of this request will promote the retention and expansion of existing businesses within the County.

DRC Recommendation: Approval

Legal Ad Published 6/25 – No Response.

BoCC Dates: 9/2 & 9/16

DRC Recommends Approval

Request:

This is an applicant-initiated LDC Text Amendment to Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk Selected Area Plan, to add Retail, Home Sales Offsite as a permitted use in Industrial-X (INDX) land use District.

SECTION 2: Chapter 4, Section 401.08, Table 401.08.01, Use Table for SE Polk SAP

Village Centers and Village Center Cores

	RCCX	CCX	CEX	LCCX	NACX	OCX	TCCX	BPC-1X	BPC-2X	INDX
Retail, Home Sales Offsite	C3		C3	C2			C3	C3	C2	<u>P</u>

Outside the Village Centers (Scenic Highway overrides)

	RCCX	CCX	CEX	TCCX	BPC-1X	BPC-2X	INDX
Retail, Home Sales Offsite	C3		C3	C3	C3	C2	<u>P</u>



- ***Retail, Home Sales Offsite is allowed in other districts in the County outside the SE Polk SAP (CE, LCC, RAC, HIC, and IND).***
- ***Consistent with the purpose and characteristics of the Industrial land use district.***
- ***Consistent with the Land Development Code (LDC) and Comprehensive Plan.***

- Acreage: 1.44
- FLU: Industrial-X (INDX)
- SAP: SE Polk SAP

Industrial (IND) Land Use District

The Purpose:

- “to provide areas for general manufacturing, processing, and **distribution of goods**. General commercial uses necessary to support the industrial area are also **permitted**.”

Comprehensive Plan Policy 2.113-A1:

- “Industrial lands are characterized by facilities for the processing, fabrication, manufacturing, recycling, and **distribution of goods**, and may contain **any use also found within a Business-Park Center**. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation.

Findings:

- While Retail, Home Sales Offsite is a permitted use in Table 2.1 of the Land Development Code, Table 401.08.01 Use Table for SE Polk SAP does not currently permit such use in the Industrial district. However, it does allow the same use found within a Business Park Center.
- Table 2.1 allows Retail, Home Sales Offsite within the following standard land use districts:
 - Commercial Enclave (CE) as a C3 CU
 - Linear Commercial Corridor (LCC) as a C2 CU
 - Regional Activity Center (RAC) as a C3 CU
 - High-Impact Commercial Center (HIC) as a P
 - **Industrial (IND) as a P**

Section 401.08, Table 401.08.01

Village Centers and Village Center Cores

	RCCX	CCX	CEX	LCCX	NACX	OCX	TCCX	BPC-1X	BPC-2X	INDX	L/RX	INST-1X	INST-2X	ROSX
Retail, Home Sales Offsite	C3		C3	C2			C3	C3	C2	P				

Outside the Village Centers (Scenic Highway overrides)

	RCCX	CCX	CEX	TCCX	BPC-1X	BPC-2X	INDX	L/RX	INST-1X	INST-2X	ROSX	PRESVX
Retail, Home Sales Offsite	C3		C3	C3	C3	C2	P					

*****The Proposal:**

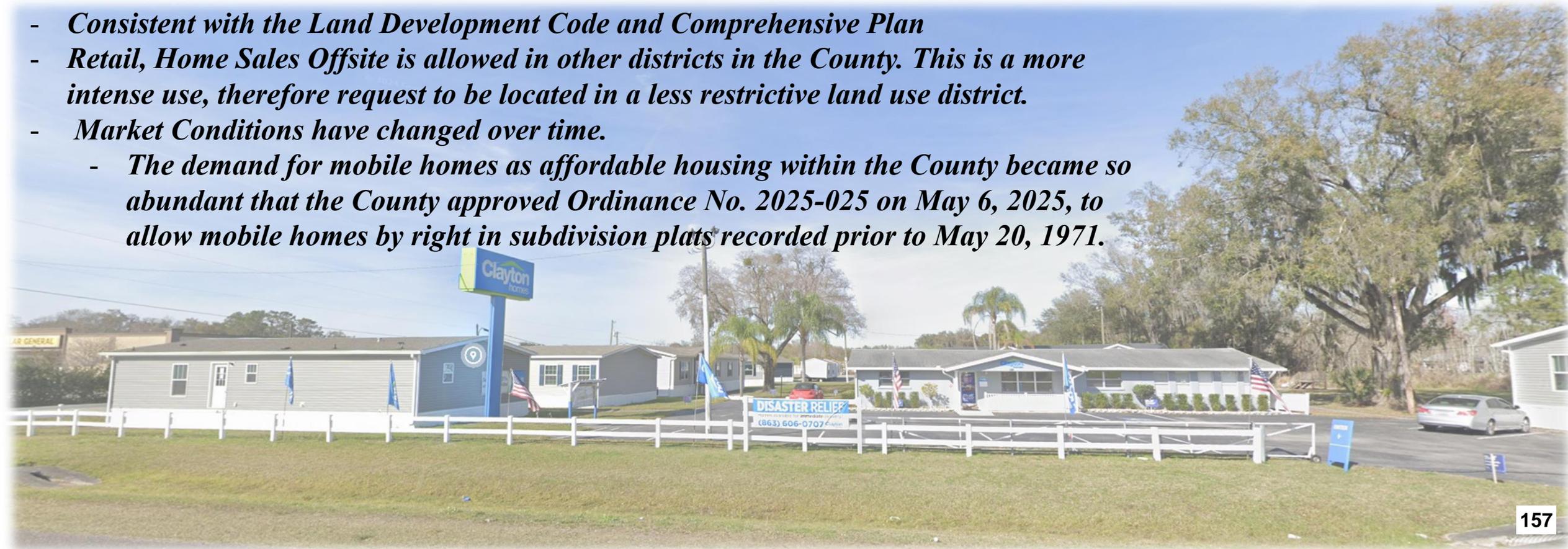
- *This text amendment to Chapter 4, Section 401.08, Table 401.08.01 Use Table for Se Polk SAP, to add Retail, Home Sales Offsite as a permitted use in Industrial-X (INDX) land use will give consistency with purpose and characteristics of the Industrial district.*
- *SE Polk SAP guiding principles “will not restrict property owners from seeking Comprehensive Plan map and/or text amendments in response to market conditions that may change over time.”*
- *The demand for mobile homes as affordable housing within the County became so abundant that the County approved Ordinance No. 2025-025 on May 6, 2025, to allow mobile homes by right in subdivision plats recorded prior to May 20, 1971.*

Request:

This is an applicant-initiated LDC Text Amendment to Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk Selected Area Plan, to add Retail, Home Sales Offsite as a permitted use in Industrial-X (INDX) land use District.

Staff Recommends Approval

- *Consistent with the Land Development Code and Comprehensive Plan*
- *Retail, Home Sales Offsite is allowed in other districts in the County. This is a more intense use, therefore request to be located in a less restrictive land use district.*
- *Market Conditions have changed over time.*
 - *The demand for mobile homes as affordable housing within the County became so abundant that the County approved Ordinance No. 2025-025 on May 6, 2025, to allow mobile homes by right in subdivision plats recorded prior to May 20, 1971.*



Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Johnathan Sims – Planner II
- Aleya Inqlima - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner I

Kyle Rogus

Bartow, FL | (863) 534-7553 | kylerogus@polk-county.net | linkedin.com/in/kyle-rogus

Environment-centered designer and enthusiast driving conservation through sustainable innovations in production and regional planning

EDUCATION

University of Illinois at Urbana-Champaign

May 2023

Bachelor of Science in Sustainable Design w/ Minor in Landscape Architecture

- Dean's List: Spring 2022, Fall 2022

Industry related coursework

- Architecture - Gathered data through site analysis and community engagement, created innovative problem solving designs
- Landscape Architecture - Designed sustainable greywater system relieving dependence on water overconsumption
- Urban planning - Explored the relationship between humans and nature to identify health impacts
- Applied Arts - Designed and constructed prototypes centered around awareness for conservation of natural resources

COMPUTER SKILLS

- Adobe Photoshop, InDesign, Illustrator
- Rhino 7, AutoCAD, SketchUp
- ESRI ArcGIS, Property Appraisers,
- Microsoft Word, Excel, Powerpoint

EXPERIENCE

Polk County Board of County Commissioners

Land Development Planner I

Bartow, FL

June 2024 – Present

The Walt Disney Company

Disney College Program

Lake Buena Vista, FL

May 2023 - May 2024

- Implement boating protocols and safety procedures
- Enhance guest experience through service, Disney property, and transportation knowledge

Champaign Park District

Horticulturist | Summer Employment

Champaign, IL

May 2022 – Aug.2022

- Enhanced knowledge of plants and cultural requirements to maximize growth and cultivation
- Installed and maintained over 25 flower beds within district boundaries
- Demonstrated continual positive effort to nurture working relationships and environment

Aquascape Inc

Retail Associate

St. Charles, IL

Jun. 2019 – Aug. 2021

- Designed and installed water feature and landscape for individual homeowner
- Developed professional customer relationships increasing loyalty, retention, and rapport
- Utilized upselling techniques to promote additional products and increase sales
- Trained and supervised new employees to use selling strategies and apply best practices for customer retention
- Monitored sales floor and merchandise displays, taking corrective action restocking or reorganizing

ACTIVITIES

Panhellenic Council

Scholarship Chair | Secretary

Champaign, IL

- Managed academic records for 50+ members to maintain university compliance
- Drafted agendas, recorded minutes, and generated documents for those in need of academic support
- Supported council by managing budgets, scheduling appointments, and organizing itineraries

Newell District Leadership Academy Member

- Identified trends and assessed opportunities to improve membership growth
- Spearheaded overhaul of fraternity best practices to increase membership retention rates



Polk County
Board of County Commissioners

Agenda Item N.3.

9/16/2025

SUBJECT

Public Hearing (LDCT-2025-16 Heavy Machinery Equipment Sales and Services LDC Text Amendment) (Adoption Hearing) to allow Heavy Machinery Equipment Sales and Services as a conditional use in the Industrial-X (INDX) land use district.

DESCRIPTION

This is an adoption hearing for an applicant-initiated request for a LDC text amendment to amend Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan - Use Table, to add Heavy Machinery Equipment Sales and Services as a conditional use in Industrial-X (INDX) land use district. State law requires one Planning Commission hearing, which was held on August 6, 2025, with a recommendation of 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 second of the two hearings.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Kyle Rogus, Planner I
Land Development Division
(863) 534-7553
kylerogus@polk-county.net

**POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT**

DRC Date:	June 6, 2025	Level of Review:	Level 4 Review
PC Date:	August 6, 2025	Type:	LDC Text Amendment
BoCC Date:	September 2, 2025	Case Numbers:	LDCT-2025-16
	September 16, 2025	Case Name:	Heavy Machinery Equipment Sales and Services Text Amendment
Applicant:	Peterson & Myers PA, Shelton Rice	Case Planner:	Kyle Rogus

Request:	An applicant-initiated LDC Text Amendment to Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan – Use Table to add “Heavy Machinery Equipment Sales and Services” as a conditional use in the Industrial-X (IND-X) land use district.
DRC Recommendation:	Approval
Planning Commission Vote:	7-0 Approval

Summary:

This Land Development Code (LDC) text amendment is to allow “Heavy Machinery Equipment Sales and Services” within the Industrial-X (IND-X) land use districts. Currently, “Heavy Machinery Equipment Sales and Services” is a permitted use in the IND district elsewhere in the County, however is not permitted in the IND-X district in the Wahneta Neighborhood Plan. “Heavy Machinery Equipment Sales and Services” is defined in Chapter 10 of the LDC as, “Establishments primarily engaged in the retail sale, leasing and service of new or used trucks (greater than 2 ton load capacity) and heavy machinery and equipment. This includes any warranty repair work and other repair service conducted as an accessory use that may require outdoor storage, or have the potential for greater nuisance to adjacent properties due to noise, light, glare, or odor than light repair uses. Heavy machinery equipment includes, but is not limited to earth movers, cranes and similar size vehicles, machinery and equipment.”

Allowing “Heavy Machinery Equipment Sales and Services” as a conditional use will better support the Vision Basic Principles and Objectives established for the Wahneta Neighborhood Plan in the Polk County Comprehensive Plan by creating opportunities for small businesses and new employment opportunities. Facilities providing “Heavy Machinery Equipment Sales and Services” within an IND-X land use district in the Wahneta Neighborhood Plan will now require a Level 2 Review and approval subject to special conditions.

Relevant Sections, Policies, and/or Regulations to Consider:

Comprehensive Plan Section 2.113 Industrial

LDC Section 204 Standard Land Use Districts

LDC Section 205 Use Table for Standard Land Use Districts

LDC Section 403.01 Use Table for Wahnetta Neighborhood Plan – Use Table

LDC Section 905 Level 2 Review

Findings of Fact

- *This is an applicant-initiated request for a Land Development Code (LDC) Text Amendment to Chapter 4, Section 403.01.C, Table 4: Wahnetta Neighborhood Plan – Use Table, to add “Heavy Machinery Equipment Sales and Services” as a conditional use in Industrial-X (IND-X) land use district.*
- *“Heavy Machinery Equipment Sales and Services” is defined in Chapter 10 of the LDC as, “Establishments primarily engaged in the retail sale, leasing and service of new or used trucks (greater than 2 ton load capacity) and heavy machinery and equipment. This includes any warranty repair work and other repair service conducted as an accessory use that may require outdoor storage, or have the potential for greater nuisance to adjacent properties due to noise, light, glare, or odor than light repair uses. Heavy machinery equipment includes, but is not limited to earth movers, cranes and similar size vehicles, machinery and equipment.”*
- *Chapter 2, Section 204.C6 states, “The purpose of the IND district is to provide areas for general manufacturing, processing, and distribution of goods. General commercial uses necessary to support the industrial area are also permitted.”*
- *Comprehensive Plan Policy 2.113-A1 states, “Industrial lands are characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation. Industrial districts are also the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.”*
- *Comprehensive Plan Section 2.101A goal is “To achieve an economically viable, efficient, safe, and quality-living environment through balanced and compact growth, while encouraging the efficient use of land, community infrastructure and protecting and managing the community's natural resources by showing the proposed distribution, location, and extent of future land uses by type, density, and intensity; while providing essential services in a cost effective manner.”*
- *Comprehensive Plan Policy 2.101A-A2 states, “Maintain a set of specific and detailed Land Development Regulations, which implement and provide consistency with the goals, objective, and policies of the Polk County Comprehensive Plan.”*

- *Comprehensive Plan Section 2.134-A Vision Basic Principles No. 9 of the Wahneta Neighborhood Plan states, “Allow for greater flexibility for the development of small businesses and community service providers to meet the diverse needs of the community.”*
- *Comprehensive Plan Section 2.134-A Vision Basic Principles No. 10 of the Wahneta Neighborhood Plan states, “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.”*
- *Table 2.1 of the LDC outlines permissible uses within standard land use districts. Table 403.01.C outlines the permissible and conditional uses for each land use district within the Wahneta Neighborhood Plan. “Heavy Machinery Equipment Sales and Services” is a use in both tables.*
- *Table 2.1 allows “Heavy Machinery Equipment Sales and Services” within the following standard land use districts:*
 - *Linear Commercial Corridor (LCC) as a C2 Conditional Use (CU)*
 - *High-Impact Commercial Center (HIC) as a P*
 - *Business Park Center-2 (BPC-2) as a C2 CU*
 - *Industrial (IND) as a P*
 - *Phosphate Mining (PM) as a C2 CU*
- *Table 403.01.C allows “Heavy Machinery Equipment Sales and Services” within the following standard land use districts:*
 - *Linear Commercial Corridor-X (LCCX) as a C2 Conditional Use (CU)*
 - *Business Park Center-2X (BPC-2X) as a C2 CU*
- *Comprehensive Plan Policy 2.113-A4 states, “Development within an Industrial area shall conform to the following criteria:*
 - a. *Permitted uses include facilities for the processing, fabrication, manufacturing, recycling, bulk material storage, and distribution of goods, disposal yards, and limited retail commercial in accordance with Policy 2.113-A4.b. Other non-residential uses that produce significant amounts of noise, odor, vibration, dust, and lighting on and off-site may be permitted within an industrial district through conditional approval. Permitted uses also include any use found within a Business-Park Center.*

- b. *Retail commercial uses within an industrial area shall be sized for the purpose of serving just the employees of, and visitors to, the industrial area, and shall be limited to a scale appropriate for that purpose. The maximum floor area ratio for commercial uses within an industrial area shall not exceed 0.25.*
- c. *Industrial sites shall be designed to provide for:*
 - 1. *adequate parking to meet the demands of the use; and*
 - 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.*
- d. *The maximum floor area ratio for non-commercial uses within an Industrial area shall not exceed 0.75 in the TSDA, 0.65 in the UGA, 0.50 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development.*
- e. *Retail sale of goods manufactured on the site of a business located within an Industrial area is allowed provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser.*
- f. *Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank systems and as required if within a Nutrient Restoration Plan Overlay.*
- g. *Planned Developments within the Industrial district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to parcels within the TSDA and UGA. The Land Development Code shall establish development standards and criteria for Planned Developments within the Industrial district.*
- h. *Industrial districts shall be separated from existing schools and developed residential areas through physical separation, screening, buffering, or a combination thereof, consistent with the standards in the County's Land Development Code.*
- i. *Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser.”*

- *According to Table 403.01.C of the LDC, “Heavy Machinery Equipment Sales and Services” is not a permitted use in IND land use districts.*

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **Approval of LDCT-2025-16**.

Analysis:

Outside the Wahneta Neighborhood Plan, “Heavy Machinery Equipment Sales and Services” is a permissible use within the standard Industrial (IND) land use district and aligns with the intent of the district, which is “the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.” “Heavy Machinery Equipment Sales and Services” which is defined as “establishments...[that] have the potential for greater nuisance to adjacent properties due to noise, light, glare, or odor than light repair uses.”

By introducing “Heavy Machinery Equipment Sales and Services” as a conditional use in the IND-X district, the Wahneta Neighborhood Plan will achieve consistency with the uses and policies that are typical of industrial districts, as well as the vision and policies contemplated for the Wahneta Neighborhood Plan. Ultimately, this amendment will alleviate inconsistency created by allowing relatively intensive uses in less restrictive districts. “Heavy Machinery Equipment Sales and Services” are a permitted use in IND-X district in the following Selected Area Plans: North US 27 SAP; US Highway 98 SAP; North Ridge SAP; and, is allowed as a Level 2 Conditional Use in the Southeast Polk Selected Area Plan.

Two of the Vision Basic Principles in the Wahneta Neighborhood Plan are 1: to allow for greater flexibility for the development of small businesses and community service providers to meet the diverse needs of the community and 2: to 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. Allowing Heavy Machinery Equipment Sales and Services as a conditional use will better support the Vision Basic Principles and Objectives established for the Wahneta Neighborhood Plan in the Polk County Comprehensive Plan. Expanding the uses permitted in the IND-X creates opportunities for small businesses to utilize existing IND-X districts for uses that are currently lacking in the Wahneta Neighborhood. Furthermore, this change will attract new businesses and expand service offerings in the area. Finally, broadening uses in the IND-X district will create new employment opportunities within the Wahneta Neighborhood Plan.

Limits of the Proposed Ordinance

The effects of this amendment are restricted to “Heavy Machinery Equipment Sales and Services” in IND-X districts in the Wahneta Neighborhood Plan.

Consistency with the Comprehensive Plan & Land Development Code

The request is consistent with the Comprehensive Plan and the Land Development Code. No use is being proposed within a land use designation for which it was not intended. This is a policy change pertaining to the permitted uses in IND-X districts in the Wahneta Neighborhood Plan.

Comments from Other Agencies: None

Draft Ordinance: Under separate attachment

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-16, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 4, SECTION 403.01.C, TABLE 4: WAHNETA NEIGHBORHOOD PLAN – USE TABLE, TO ADD HEAVY MACHINERY EQUIPMENT SALES AND SERVICES AS A CONDITIONAL USE IN THE INDUSTRIAL-X (INDX) LAND USE DISTRICT; 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 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 August 6, 2025; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall allow Heavy Machinery Equipment Sales and Services as a conditional use in Industrial-X land use districts; and

WHEREAS, the Board of County Commissioners held two public hearings on September 2, 2025 and September 16, 2025 wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; 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 August 6, 2025, to consider the LDC text amendments contained within Application LDCT-2025-16 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-16.
- c) The adoption of LDCT-2025-16 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan - Use Table, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

	CCX	CEX	LCCX	NACX	OCX	BPC-1X	BPC-2X	HICX	INDX	INST-1X	INST-2X
Heavy Machinery Equipment Sales and Services			C2				C2		<u>C2</u>		

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 16th day of September 2025.

LDCT-2025-16 - Wahneta Neighborhood Plan - LDC Text Amendment

Menu Reports Help

Application Name: [Wahneta Neighborhood Plan - LDC Text Amendment](#)

File Date: [06/05/2025](#)

Application Type: [BOCC-LDC Text Change](#)

Application Status: [Approved for Hearing](#)

Application Comments: View ID Comment Date

Description of Work: [Peterson & Myers, P.A. is transmitting this application submittal for a text amendment to the Polk County Land Development Code to allow for Heavy Machinery Equipment and Services in the Industrial-X \(INDX\) Future Land Use within the Wahneta Neighborhood Plan boundaries.](#)

Application Detail: [Detail](#)

Address: [330 W CHURCH ST, BARTOW, FL 33830](#)

Parcel No: [253006393000000172](#)

Owner Name: [POLK COUNTY](#)

Contact Info:	Name	Organization Name	Contact Type	Contact Primary Address	Status
	Shelton Rice	Peterson & Myer...	Engineer	Mailing, 225 East Lemo...	Active

Licensed Professionals Info:	Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$5,434.00](#)

Total Fee Invoiced: [\\$5,434.00](#)

Balance: [\\$0.00](#)

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS	
Development Type	Application Type
Board of County Commissioners	LDC Text Amendment
Variance Type	Brownfields Request
-	-
Affordable Housing	

GENERAL INFORMATION

Expedited Review	Number of Lots
	-
Will This Project Be Phased	Acreage
	0
DRC Meeting	DRC Meeting Time
06/26/2025	1:00 PM
Rescheduled DRC Meeting	Rescheduled DRC Meeting Time
-	-
Number of Units	Green Swamp
-	No
Is this Polk County Utilities	Case File Number
	-
FS 119 Status	One Year Extension
Non-Exempt	-

ADVERTISING

Legal Advertising Date	BOCC1 Advertising Date
-	-
BOCC2 Advertising Date	Advertising Board
-	Board of County Commissioners

MEETING DATES

Community Meeting	Planning Commission Date
-	8/6/2025
BOA Hearing Date	1st BOCC Date
-	9/2/2025
2nd BOCC Date	
9/16/2025	

HEARING

PC Hearing Results	PC Vote Tally
-	-
BOCC 1st Hearing Results	BOCC 1st Vote Tally

-
BOCC 2nd Hearing Results
-

-
BOCC 2nd Vote Tally
-

FINAL LETTER
Denovo Appeal
-
Denovo Tally
-

Denovo Results
-

LD_PUBL_HEAR_EDL

[Opening DigEplan List...](#)
DigEplan Document List
-

PLAN REVIEW FIELDS

TMPRecordID
[POLKCO-25EST-00000-35449](#)
RequiredDocumentTypesComplete
[Yes](#)

DocumentGroupforDPC
[DIGITAL PROJECTS LD](#)
AdditionalDocumentTypes
[Applications, AutoCad File, Binding Site Plans \(PDs, and CUs\), CSV, Calculations, Correspondence, Design Drawings, Flood/Traffic Studies, Impact Statement, Inspections, Miscellaneous, Plans, Record Drawings, Response Letter Resubmittal Complete, Staff Report/Approval Letter Survey, Title Opinion](#)
DigitalSigCheck
[Yes](#)

RequiredDocumentTypes
-
Activate DPC

Activate FSA
[Yes](#)

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement
[y](#)

NOR

[Neighborhood Organization Registry \(NOR\)](#)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	06/10/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Approve	06/26/2025	Mike Benton
Roads and Drainage Review	Phil Irvn	Approve	06/16/2025	Phil Irvn
Fire Marshal Review	Kim Turner	Not Required	06/12/2025	Kim Turner
Planning Review	Mark Bennett	Approve	06/20/2025	Mark Bennett
School Board Review	School District	Not Required	06/11/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	06/26/2025	Lyndsay Rathke
Public Notice				
Staff Report				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By
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Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments
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Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments
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Land Development Code Text Amendment Narrative and Demonstration of Need

The subject request is a text amendment to the Wahneta Neighborhood Plan provisions contained in Chapter 4 Special Districts of the Polk County Land Development Code (“LDC”) to allow for Heavy Machinery Equipment Sales and Services as a permitted use (P) in the Industrial (INDX) Future Land Use district within the Wahneta Neighborhood Plan (Wahneta NP). Specifically, the proposed amendment is requested in the INDX district for Table 4: Wahneta Neighborhood Plan – Use Table in the LDC.

The proposed text amendment would permit Heavy Machinery Equipment Sales and Services in the INDX district within the Wahneta NP. Currently, the Wahneta NP allows for Heavy Machinery and Equipment Sales and Services in the Business Park Center – 2 (BPC-2X) district as a conditional use (C2). By introducing Heavy Machinery Equipment Sales and Services as a permitted (P) use in the INDX district, the Wahneta NP will achieve consistency with the uses and policies that are typical of industrial districts. As justification for the request, Chapter 2, Section 205 of the LDC allows for Heavy Machinery Equipment Sales and Services as a permitted (P) use in the Industrial (IND) district and a conditional use in the Business Park Center-2 (BPC-2) district. Ultimately, this amendment will alleviate inconsistency created by allowing relatively intensive uses in less restrictive districts while prohibiting them in more intensive districts. This request is consistent with the Polk County Comprehensive Plan and Land Development Code.

Consistency Analysis

SECTION 2.101A GENERAL.

GOAL: To achieve an economically viable, efficient, safe, and quality-living environment through balanced and compact growth, while encouraging the efficient use of land, community infrastructure and protecting and managing the community's natural resources by showing the proposed distribution, location, and extent of future land uses by type, density, and intensity; while providing essential services in a cost effective manner.

OBJECTIVE 2.101-A: Polk County will manage future growth and land development by implementing and enforcing the Land Development Regulations for properties within the unincorporated areas of the county; by enforcing and strengthening existing regulations; by eliminating confusing and unnecessary regulations. All land development regulations call for in this Plan shall be adopted and implemented in accordance with the provisions of S. 163, Florida Statutes.

...

POLICY 2.101A-A2: Maintain a set of specific and detailed Land Development Regulations, which implement and provide consistency with the goals, objective, and policies of the Polk County Comprehensive Plan.

POLICY 2.101A-A3: The land development regulations shall provide for land use districts which indicate the permitted, prohibited, or conditional uses in a matrix table that further represents the Polk County Comprehensive Plan and its goals, objectives and policies.

ANALYSIS: *By introducing Heavy Machinery Equipment Sales and Services as a permitted (P) use in the INDX district, the Wahneta Neighborhood Plan will achieve consistency with the uses and policies that are typical of industrial districts, as well as the vision and policies contemplated for the Wahneta Neighborhood Plan. Ultimately, this amendment will alleviate inconsistency created by allowing relatively intensive uses in less restrictive districts while prohibiting them in more intensive districts. Heavy Machinery Equipment Sales and Services are a permitted use in INDX district in the following Selected Area Plans: North US 27 SAP, US Highway 98 SAP, North Ridge SAP, and is allowed as a Level 2 Conditional Use in the Southeast Polk Selected Area Plan.*

SECTION 2.134-A WAHNETA NEIGHBORHOOD PLAN.

VISION BASIC PRINCIPLES

The Basic Principles section has been included to serve as guiding principles to convey the concept and intent of the objectives and policies of the Wahneta Neighborhood Plan. It contains the following fundamental principles:

...

9. Allow for greater flexibility for the development of small businesses and community service providers to meet the diverse needs of the community.

10. 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.

OBJECTIVE 2.134-F: The county will assist in providing diverse employment opportunities for the community.

POLICY 2.134-F1: EMPLOYMENT RESOURCES - The County will continue to work with residents to provide employment assistance and job training services to the community. Services provided may vary depending on the needs of the community, but may include activities such as General Equivalency Diploma (GED) classes, English as a Second Language (ESL) classes, job search assistance, interview preparation, etc.

POLICY 2.134-F2: NEW BUSINESS DEVELOPMENT - The County will work with public and private organizations to promote and attract new businesses to the community to create a more diverse economy and enhance the residents' quality of life.

ANALYSIS: *Allowing Heavy Machinery Equipment Sales and Services as a permitted use (P) will better support the Vision Basic Principles and Objectives established for the Wahneta Neighborhood Plan in the Polk County Comprehensive Plan. Expanding the uses permitted in the Industrial (INDX) creates opportunities for small businesses to utilize existing INDX districts for uses that are currently lacking in the Wahneta Neighborhood. Furthermore, this change will attract new businesses and expand service offerings in the area. Finally, broadening uses in the INDX district will create new employment opportunities within the Wahneta Neighborhood Plan.*

LDCT-2025-16

Heavy Machinery Equipment Sales and Services LDC Text Amendment

DRC Recommendation: Approval

Legal Ad Published 6/23 – No Response.

BoCC Dates: 9/2 & 9/16

DRC Recommends Approval

Request:

This is an applicant-initiated LDC Text Amendment to Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan – Use Table, to add Heavy Machinery Equipment Sales and Services as a conditional use in Industrial-X (INDX) land use District.

SECTION 2: Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan – Use Table

	CCX	CEX	LCCX	NACX	OCX	BPC-1X	BPC-2X	HICX	INDX	INST-1X	INST-2X
Heavy Machinery Equipment Sales and Services			C2				C2		<u>C2</u>		

- ***Heavy Machinery Equipment Sales and Services are allowed in other districts in the County outside of an SAP (LCC, HIC, BPC-2, IND, and PM).***
- ***Permitted use in the following Selected Area Plans: North US 27 SAP; US Highway 98 SAP; North Ridge SAP; and , is allowed as a conditional use in the Southeast Polk SAP.***
- ***Consistent with the Land Development Code and Comprehensive Plan.***
- ***Consistent with the Vision Basic Principles in the Wahneta Neighborhood Plan.***



Industrial (IND) Land Use District

The Purpose:

- *“to provide areas for general manufacturing, processing, and distribution of goods. General commercial uses necessary to support the industrial area are also permitted.”*

Comprehensive Plan Policy 2.113-A1:

- *“Industrial lands are characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center...Industrial districts are also the appropriate location for land use **activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.**”*

Heavy Machinery Equipment Sales and Services:

- *“Establishments primarily engaged in the retail sale, leasing and service of new or used trucks (greater than 2 ton load capacity) and heavy machinery and equipment. This includes any warranty repair work and other repair service conducted as an accessory use that may require outdoor storage, or have the **potential for greater nuisance to adjacent properties due to noise, light, glare, or odor than light repair uses.** Heavy machinery equipment includes, but is not limited to earth movers, cranes and similar size vehicles, machinery and equipment.”*

Industrial (IND) Land Use District

Findings:

- *Table 2.1 of the LDC outlines permissible uses within standard land use districts. Table 403.01.C outlines the permissible and conditional uses for each land use district within the Wahneta Neighborhood Plan. “Heavy Machinery Equipment Sales and Services” is a use in both tables.*

- *Table 2.1 allows Retail, Home Sales Offsite within the following standard land use districts:*
 - *Linear Commercial Corridor (LCC) as a C2 Conditional Use (CU)*
 - *High-Impact Commercial Center (HIC) as a P*
 - *Business Park Center-2 (BPC-2) as a C2 CU*
 - ***Industrial (IND) as a P***
 - *Phosphate Mining (PM) as a C2 CU*

- *Comprehensive Plan Section 2.134-A Vision Basic Principles No. 9 of the Wahneta Neighborhood Plan states, “Allow for greater flexibility for the development of small businesses and community service providers to meet the diverse needs of the community.”*

Section 401.08, Table 401.08.01

	CCX	CEX	LCCX	NACX	OCX	BPC-1X	BPC-2X	HICX	INDX	INST-1X	INST-2X
Heavy Machinery Equipment Sales and Services			C2				C2		C2		

*****The Proposal:**

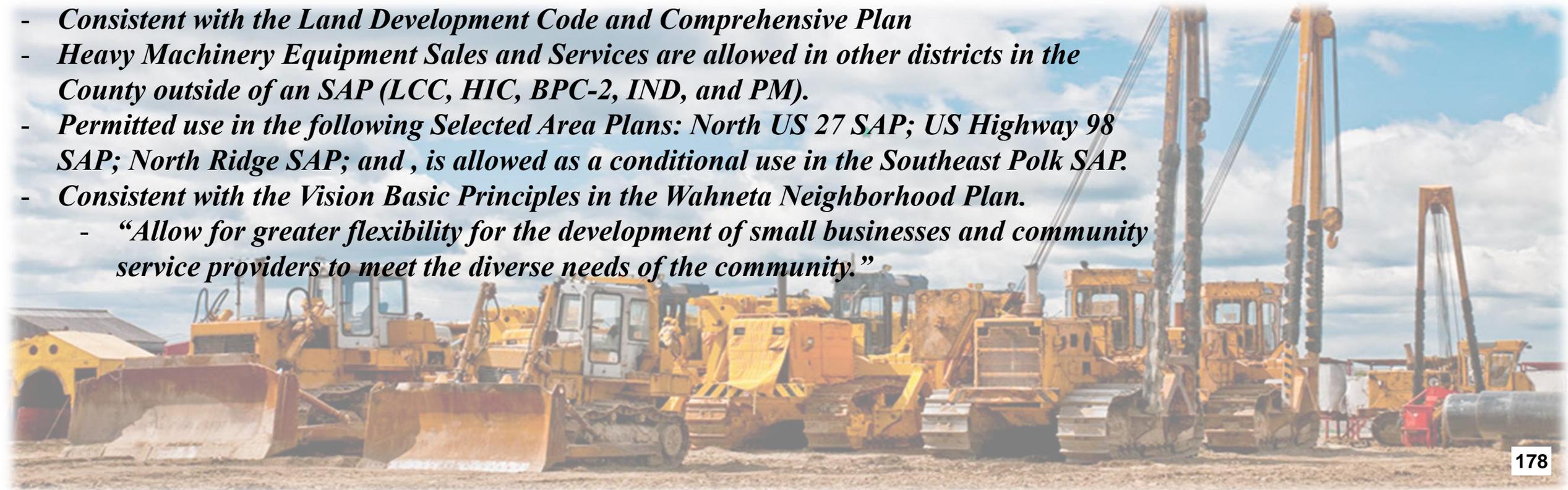
- *This text amendment to Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan - Use Table, to add Heavy Machinery Equipment Sales and Services as a conditional use in Industrial-X (INDX) land use will give consistency with purpose and characteristics of the Industrial district and implement principles No. 9 & 10 of the Wahneta Neighborhood Plan.*
- *Allowing relatively intensive uses in less restrictive districts.*
- *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.*

Request:

This is an applicant-initiated LDC Text Amendment to Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan – Use Table, to add Heavy Machinery Equipment Sales and Services as a conditional use in Industrial-X (INDX) land use District.

Staff Recommends Approval

- *Consistent with the Land Development Code and Comprehensive Plan*
- *Heavy Machinery Equipment Sales and Services are allowed in other districts in the County outside of an SAP (LCC, HIC, BPC-2, IND, and PM).*
- *Permitted use in the following Selected Area Plans: North US 27 SAP; US Highway 98 SAP; North Ridge SAP; and , is allowed as a conditional use in the Southeast Polk SAP.*
- *Consistent with the Vision Basic Principles in the Wahneta Neighborhood Plan.*
 - *“Allow for greater flexibility for the development of small businesses and community service providers to meet the diverse needs of the community.”*



Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Johnathan Sims – Planner II
- Aleya Inqlima - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner I

Kyle Rogus

Bartow, FL | (863) 534-7553 | kylerogus@polk-county.net | linkedin.com/in/kyle-rogus

Environment-centered designer and enthusiast driving conservation through sustainable innovations in production and regional planning

EDUCATION

University of Illinois at Urbana-Champaign

May 2023

Bachelor of Science in Sustainable Design w/ Minor in Landscape Architecture

- Dean's List: Spring 2022, Fall 2022

Industry related coursework

- Architecture - Gathered data through site analysis and community engagement, created innovative problem solving designs
- Landscape Architecture - Designed sustainable greywater system relieving dependence on water overconsumption
- Urban planning - Explored the relationship between humans and nature to identify health impacts
- Applied Arts - Designed and constructed prototypes centered around awareness for conservation of natural resources

COMPUTER SKILLS

- Adobe Photoshop, InDesign, Illustrator
- Rhino 7, AutoCAD, SketchUp
- ESRI ArcGIS, Property Appraisers,
- Microsoft Word, Excel, Powerpoint

EXPERIENCE

Polk County Board of County Commissioners

Land Development Planner I

Bartow, FL

June 2024 – Present

The Walt Disney Company

Disney College Program

Lake Buena Vista, FL

May 2023 - May 2024

- Implement boating protocols and safety procedures
- Enhance guest experience through service, Disney property, and transportation knowledge

Champaign Park District

Horticulturist | Summer Employment

Champaign, IL

May 2022 – Aug.2022

- Enhanced knowledge of plants and cultural requirements to maximize growth and cultivation
- Installed and maintained over 25 flower beds within district boundaries
- Demonstrated continual positive effort to nurture working relationships and environment

Aquascape Inc

Retail Associate

St. Charles, IL

Jun. 2019 – Aug. 2021

- Designed and installed water feature and landscape for individual homeowner
- Developed professional customer relationships increasing loyalty, retention, and rapport
- Utilized upselling techniques to promote additional products and increase sales
- Trained and supervised new employees to use selling strategies and apply best practices for customer retention
- Monitored sales floor and merchandise displays, taking corrective action restocking or reorganizing

ACTIVITIES

Panhellenic Council

Scholarship Chair | Secretary

Champaign, IL

- Managed academic records for 50+ members to maintain university compliance
- Drafted agendas, recorded minutes, and generated documents for those in need of academic support
- Supported council by managing budgets, scheduling appointments, and organizing itineraries

Newell District Leadership Academy Member

- Identified trends and assessed opportunities to improve membership growth
- Spearheaded overhaul of fraternity best practices to increase membership retention rates



Polk County
Board of County Commissioners

Agenda Item O.1.

9/16/2025

SUBJECT

Public Hearing (LDCPAS-2024-7 Goldenrod Lane CPA) (Adoption Hearing) to consider the adoption of an applicant-initiated Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use Map designation from Development of Regional Impact (DRI) to Residential Low (RL-1) in the Poinciana Master Plan on a 17.1 +/- acre parcel near the city limits of Haines City.

DESCRIPTION

This is an applicant-initiated Small-Scale Comprehensive Plan Map Amendment for property located south of Hemlock Avenue, east of Marigold Avenue, west of Dogwood Road, and north of Bayberry Street, east of the Haines City city limits, in Sections 14, Township 28, and Range 28.

State law requires one Planning Commission hearing, which was held on August 6th, 2025, with a recommendation for approval (6:1).

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan (JP) Sims, MPA
Planner II
Land Development Division
(863) 534-7515
johnathansims@polk-county.net

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

ID #:	82
DRC Date:	May 29 th , 2025
Planning Commission Date:	August 6 th , 2025
BoCC Dates:	September 16 th , 2025
Applicant:	Leandro Souto, Burkett Engineering
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAS-2024-7 Goldenrod Lane CPA
Request:	Small Scale Comprehensive Plan map amendment from Development of Regional Impact (DRI) to Residential Low (RL-X) on 17.1 +/- acres.
Location:	South of Hemlock Avenue, west of Dogwood Road, north of Bayberry Streete, east of Marigold Avenue, and east of Haines City, in Section 10, Township 28, Range 28.
Property Owner:	Moonstone Ventures LLC
Parcels Size:	± 17.1 acres (282810-935240-000004)
Development Area/Overlays:	Utility Enclave Area (UEA)
Future Land Use:	Development of Regional Impact (DRI)
Nearest Municipality	Haines City
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (6-1)
Case Planner:	Johnathan (JP) Sims, Planner II

Location Map



Current Future Land Use Map



Summary

The applicant, Leandro Souto, is requesting a Small-Scale Comprehensive Plan Amendment on behalf of the property owners, Moonstone Ventures LLC, to change the Future Land Use Designations from Pre-Development of Regional Impact (Pre-DRI) to Residential Low (RLX) on 17.09 +/- acres of property in the Utility Enclave Area (UEA). Site is located south of Hemlock Avenue, west of Dogwood Road, north of Bayberry Street, east of Marigold Avenue, and east of Haines City, in Section 10, Township 28, Range 28 in the Poinciana Pre-Development of Regional Impact.

Compatibility Summary

This request will be compatible with the surrounding area as the density requested by the applicant is relatively similar to the approved projects in the Poinciana Development of Regional Impact. It has Development of Regional Impact (DRI) surrounding the site, but all of the lots are slated for low density residential. There is currently nothing developed on the site as it was a designated School site Tract per the Poinciana Master Plan. Residential Low (RL-1X) would allow for a standard density of one (1) dwelling unit per acre, but could get up to five (5) dwelling units per acre with a Planned Development. This would be similar density to the surrounding residential developments.

Infrastructure Summary

The subject site is within the Toho Water Authority Service Area per the Toho website's Service Area Map. The site will have access to water and wastewater lines as all of the surrounding sites being developed will also have access. The road with access, Goldenrod Lane, is a Local Road owned by Polk County, but capacity information is not tracked by TPO. However, the surrounding road link in Marigold Avenue, an Urban Collector, has available capacity and is in Fair condition. Mass transit is not available nearby, and there is not a stop nearby to the site. Public safety response times are normal for this part of the County, but school capacity will be an issue in the future as two of the zoned schools are already over capacity. The request is compatible with the available infrastructure.

Environmental Summary

The nearest neighborhood park is the Poinciana Playground 1.22 miles north of the site and the nearest regional Park is Poinciana Community Park 2.2 miles to the south of the subject site. The soil types for the site are Tavares fine sand and Astatula sands. There are no wetlands or flood zone on site.

Comprehensive Plan

The relevant sections of the Comprehensive Plan that are applicable to the project request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.102-A10 Location Criteria
- Policy 2.107(A1-A5): Utility Enclave Area (UEA)
- Policy 2.120-C: Residential Low
- Policy 2.130-A: Poinciana Pre-DRI

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request for the Future Land Use designation change from Pre-Development of Regional Impact (Pre-DRI) to Residential Low (RLX).
- The subject site is currently designated as a School Site in the Poinciana Master Plan.
- The Poinciana development received approval by Polk County in 1971 as a Planned Unit Development (PUD 71-10). In 1983, Poinciana received vested rights status under Section 830.06 and 120.57, F.S., which vested this project from the Development of Regional Impact (DRI) review process.

Compatibility

- The existing uses surrounding the site are:
 - North – DRI; detached single family residential.
 - West – DRI; detached single family residential.
 - East – DRI; detached single family residential.
 - South – DRI; detached single family residential.
- The general area to the west, east, north, and south of the subject site are designated for single family detached. The site is currently slated as a school site, but since everything around it is planned to be used for low density single family residential, this change would be compatible with the surrounding area.

Infrastructure

- The zoned schools for the site are Laurel Elementary, Lake Marion Creek Middle, and Haines City High School.
- Polk County Fire Rescue Station 46 will be the response unit for fire and EMS for this site. It is located at 9500 Marigold Avenue, Kissimmee, with an approximate travel distance of 1.5 miles.
- The subject site is within the Sheriff Department's Northeast District. The Northeast District Office is located at 100 Dunson Road in Davenport.
- Per the applicant, the subject site will be serviced by Toho Water Authority's Service Area for potable water and wastewater.
- There are no sidewalks anywhere within the vicinity and there are no plans to construct sidewalks.

- The closest mass transit route is Line 426, the Poinciana Circulator route serviced by Lynx Transit Systems located within Osceola county. The closest stop is 8.5 miles away to the northeast of the subject site.
- The nearest neighborhood park is the Poinciana Playground 1.25 miles north of the site and the nearest regional Park is Poinciana Community Park 2.2 miles to the south of the subject site.

Environmental

- The site's elevation changes from the north to the south half of the property. On the half north of Goldenrod, the highest elevation is 110 feet in the middle with the lowest going down to 103 feet to the southeast. On the half south of Goldenrod, the elevation high is 123 feet in the middle with it sloping down to 100 feet on the side abutting Goldenrod Lane.
- There are no wetlands onsite and the property is not in a flood zone, but there is a tiny portion of wetlands to the northwest of the site.
- The soil types for the site are Tavares fine sand and Astatula sand.
- According to Polk County Endangered Habitat Maps, the subject site is not located within a one-mile radius of an observation of a protected animal species (Source: Florida Department of Environmental Protection, 2015).
- The subject site resides within a Potential Network Connection of the Polk Green District. However, everything around it is developed already so it is no longer a viable location.
- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.
- There are no wells on the subject site and it is not located in a wellfield.
- The site is not within an Airport Impact District.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.
- POLICY 2.102-A2 Compatibility states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the

intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.102-A3 Distribution states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.
- POLICY 2.102-A4 Timing states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.
- POLICY 2.102-A10 Location Criteria states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:
 - a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;
 - b. nearness to agriculture-production areas;
 - c. distance from populated areas;
 - d. economic issues, such as minimum population support and market-area radius (where applicable);
 - e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:
 - 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;
 - 2. sanitary sewer and potable water service;
 - 3. storm-water management;
 - 4. solid waste collection and disposal;
 - 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;
 - 6. emergency medical service (EMS) provisions; and
 - 7. other public safety features such as law enforcement;
 - 8. schools and other educational facilities
 - 9. parks, open spaces, civic areas and other community facilities
 - f. environmental factors, including, but not limited to:
 - 1. environmental sensitivity of the property and adjacent property;
 - 2. surface water features, including drainage patterns, basin characteristics, and flood hazards;
 - 3. wetlands and primary aquifer recharge areas;
 - 4. soil characteristics;
 - 5. location of potable water supplies, private wells, public well fields; and
 - 6. climatic conditions, including prevailing winds, when applicable.
- POLICY 2.107-A1 DESCRIPTION - UEAs shall be those areas within the County which have developed at urban or suburban densities with County-owned, municipal or County-

franchised potable-water systems, and centralized public sewer facilities, or private sewer system in excess of 400,000 GPD. UEAs are typically lacking the full complement of other urban services typically found in the Transit Supportive Development, Urban Growth, or Suburban Areas.

- POLICY 2.107-A2 DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map Utility-Enclave Areas (UEAs) base districts for those areas of the County meeting the general characteristics of this Section 2.107. Expansion of Utility Enclave Areas shall only be permitted in those cases where:
 - a.it is determined that such expansion is necessary for the utility provider to realize a beneficial return on its existing utility investment(s);
 - b.it is consistent with other policies in the Plan, and meets the requirements of Policy 2.102-A9 and Policy 2.102-A10 ("locational criteria" for land use and development area expansions); and c.it is determined, through adequate data and analysis of population and land use needs, that such expansion is needed.

- POLICY 2.107-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UEAs:
 - ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within UEA's in accordance with applicable criteria.
 - RESIDENTIAL: Residential-High, Residential-Medium and Residential-Low Districts shall be permitted within UEA's in accordance with applicable criteria.
 - OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.

- POLICY 2.107-A4: OVERLAY DISTRICTS - All Overlay Districts shall be permitted within UEAs in accordance with applicable criteria.

- POLICY 2.107-A5: DEVELOPMENT CRITERIA - Development within UEAs shall conform to the following criteria as further specified by the Land Development Code:

- All uses developed after adoption of the Polk County Comprehensive Plan shall be required to connect to the existing centralized water and sewer system and may receive a development order provided all other provisions of this Plan are met.
 - Incorporate design features that promote healthy communities, green building practices, mixed use development, transit-oriented design, variety in housing choices and other initiatives consistent with Section 2.1251 - Community Design, of this element.
 - Provide access to parks, green areas, and open space and other amenities.
 - Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement). In order to achieve higher densities and intensities allowed by each land use, development in the UEA shall be required to connect to centralized

water and sewer system and incorporate clustering and other low impact design criteria as established under the Conservation Development Section

- POLICY 2.120-C1: CHARACTERISTICS - Densities up to, and including, 5.00 DU/AC. The Residential-Low classification is characterized by single-family dwelling units, duplex units, and small-scale multi-family units.
- POLICY 2.120-C2: DESIGNATION AND MAPPING - Residential-Low districts shall be located within TSDAs, UGAs, and UEAs as designated on the Future Land Use Map Series as "RL."
- POLICY 2.120-C3: LOCATION CRITERIA - Residential-Low areas shall be located only within the TSDAs, UGAs, SDAs, and UEAs and new Residential-Low development shall not be located within Activity Centers. The placement of Residential-Low shall be evaluated based on the general criteria listed in Policy 2.119-A2.
- POLICY 2.120-C4: DEVELOPMENT CRITERIA - Residential development may contain a variety of housing types as defined by the Land Development Code within the TSDA. Outside the TSDA, RL may contain single-family dwelling units, duplex units, small-scale multi-family units, and family-care homes, and shall be permitted, with County approval, at a density of up to, and including, 5 DU/AC. Additionally, community facilities may be allowed in accordance with policies of this Plan.
- POLICY 2.130-A: POINCIANA (PRE-DRI #1) - The Poinciana development contains approximately 47,000 acres located in Polk and Osceola counties. The project is a multi-use development proposed to contain single-family, multi-family, commercial, industrial, institutional, and open space/recreation uses within 8 villages, 9 estate areas, and 6 office/industrial parks. Located in Polk County are Villages 3, 4, 6, 7, and 8. The Poinciana development received approval by Polk County in 1971 as a Planned Unit Development (PUD 71-10). In 1983, Poinciana received vested rights status under Sections 830.06 and 120.57, F.S., which vested this project from the Development of Regional Impact (DRI) review process.

The approved master development plan for Poinciana and subsequent modifications to various portions of this development are on file in the offices of the Polk County Land Development Division. Approved land uses are also detailed in the Poinciana Binding Letter of Interpretation of Vested Rights Status, date May 17, 1983, and subsequent Binding Letters of Modification to a Development of Regional Impact with Vested Rights (BLIVR), issued by and on file with the Department of Economic Opportunity (DEO). Additional copies are also available through the Polk County Land Development Division. In 2018, the Florida legislature modified Section 380.06 that local governments may modify the BLIVRs instead of DEO. The Land Development Code includes processes and procedures to determine if property is within the boundaries of Poinciana and how development will be implemented. This also includes Future Land Use changes adjacent to proposed roadways.

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions, the proposed request **IS**

COMPATIBLE with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCPAS 2024-7**.

Planning Commission Recommendation: On August 6th, 2025, in an advertised public hearing, the Planning Commission voted 6:1 to **recommend APPROVAL of LDCPAS-2024-7**.

***NOTE:** This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

***NOTE:** All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.*

***NOTE:** Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.*

Analysis

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses

Table 1 identifies the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

Northwest Pre-DRI; low density detached single family residential	North Pre-DRI; low density detached single family residential	Northeast Pre-DRI; low density detached single family residential
West Pre-DRI; low density detached single family residential	Subject Site Pre-DRI; undeveloped. Designated school site per Poinciana Master Plan	East Pre-DRI; low density detached single family residential
Southwest Pre-DRI; low density detached single family residential	South Pre-DRI; low density detached single family residential	Southeast Pre-DRI; low density detached single family residential

Source: Polk County Geographical Information System and site visit by County staff

Compatibility with the Surrounding Uses

According to *Policy 2.102-A2* of Polk County’s Comprehensive Plan, “land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.” The “development criteria” and the “density and dimensional regulations” of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as “a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.”

A. Land Uses

Utility Enclave Areas (UEA) shall be those areas within the County which have developed at urban or suburban densities with County-owned, municipal or County-franchised potable-water systems, and centralized public sewer facilities, or private sewer system in excess of 400,000 GPD. UEAs are typically lacking the full complement of other urban services typically found in the Transit Supportive Development, Urban Growth, or Suburban Areas.

The request is a Future Land Use that is not out of context or compatibility with the surrounding uses. The site was originally meant to be used for a future school, but the plans have changed over the years and this is no longer the case. Changing the land use to Residential Low, while everything around it is also residential in nature, is a compatible usage.

B. Infrastructure

Per the applicant, the subject site will be serviced by Toho Water Authority for potable water and wastewater. This was confirmed by the service area map on the Toho website. The site accesses onto Goldenrod Lane, a Local Road, while also having close access to Marigold Avenue, an Urban Collector. Local Roads are not tracked for capacity so Goldenrod is unknown, but this road link of Marigold Avenue does have available capacity. Public safety response times are normal for this part of the County. While there is capacity within one of the schools, the other two schools are over capacity and will need to coordinate with the Polk County School Board to discuss mitigation issues. The request is compatible with the available infrastructure.

Nearest Elementary, Middle, and High School

The schools zoned for the subject property are the zoned schools listed in Table 2 below. Per the requirements in Chapter 7 of the Land Development Code, the applicant will have to work out capacity for any development request with the school board.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2024-2025 School Year	Average driving distance from subject site
Laurel Elementary School	10 students	119%	2.5 miles
Lake Marion Creek Middle School	6 students	89%	1.9 miles
Haines City High School	8 students	120%	12.8 miles

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

Two of the three schools zoned for this site are overcapacity, so mitigation efforts will need to be made when this site is developed before Certificate of Occupancy can be permitted.

Nearest Sheriff, Fire, and EMS Station

Table 3 below displays that the nearest Sheriff District office and Fire/EMS stations. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the County. Table 3 Public Safety Information

	Name of Station	Distance Response Time*
Sheriff	Northeast District Command Unit (100 Dunson Road, Davenport, FL)	24.7 +/- miles Priority 1 – 10:12 Priority 2 – 21:17
Fire/ EMS	Station #46 (9500 Marigold Avenue, Kissimmee, FL)	1.5 +/- miles

Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for July 2025

Water and Wastewater

A. Estimated Demand

The subject site is within the Toho Water Authority Service Area for potable water and wastewater per the applicant's Impact Assessment Statement. This was confirmed by the service area map on the Toho website. The current land is undeveloped so generates no demand on water or wastewater, so the Residential Low land use would be greater than what is currently used.

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity	Maximum Permitted in Existing School Site in Poinciana DRI	Maximum Allowable in Proposed RL-1X in Poinciana DRI w/ PD
17.09 +/-acres 744,440 sq ft	744,440 sq ft X 0.25 FAR = 186,110 sq ft	17.09 +/- acres X 5 du/ac = 85 du
Potable Water Consumption	186,110 sq ft X 0.24 = 44,666 GPD	85 du X 360 GPD = 30,600 GPD
Wastewater Generation	44,666 GPD X 80% = 35,733 GPD GPD	85 du X 270 GPD = 22,950 GPD

Source: Concurrency Manual; Single Family Residential is 360 GPD used for water and 270 used for wastewater generation rates. Institutional (INST-1) rates were used since schools are a common use in INST and this site was originally slated for a School site.

B. Service Provider

The subject site is within the Toho Water Authority Service Area for water and wastewater. This was confirmed by the service area map on the Toho website. There are water and wastewater lines that run along Mediterranean Drive, and there supposedly is available capacity.

C. Available Capacity

Information is not available for capacity as the water and wastewater is handled by Toho Water Authority. However, a letter was provided to applicant from Toho Water Authority that they do in fact have capacity in water and sewer lines to serve this site.

D. Planned Improvements

Toho has announced that they are developing a plan for utilizing new water sources and reclaimed water usage.

Roadways/Transportation Network

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The Future Land Use change may result in higher trips than what is currently expected.

Table 5 Estimated Transportation Impact Analysis

Permitted Intensity	Maximum Permitted in Existing School Site in Poinciana DRI	Maximum Allowable in Proposed RL-1X in Poinciana DRI w/ PD
17.09 +/- acres 744,440 sq ft	744,440 sq ft X 0.25 FAR = 186,110 sq ft / 1,000 = 186 sq ft	17.09 +/- acres X 5 du/ac = 85 du
Average Annual	186 sq ft X 2.27 AADT = 376 Trips (89% New Trips)	85 du X 7.81 AADT = 664 Trips (100% New Trips)
PM Peak	186 sq ft X 0.16 AADT = 27 Trips (89% New Trips)	85 du X 1 AADT = 85 Trips (100% New Trips)

Source: Concurrency Manual and Table for Minor Traffic Study – Residential Low (Single Family Detached Housing) at 7.81 AADT and 1 PM Peak Hours (100% new trips). Elementary School – Institutional at 2.27 AADT and 0.16 PM Peak Hours (89% new trips).

B. Available Capacity

The roads surrounding the subject site have sufficient PM Peak capacity available for a residential development. There is currently nothing developed on the site. The road directly accessing the site, Goldenrod Lane, is not tracked on the Roadway Network Database so capacity information is not available. Marigold Avenue is an Urban Collector with available capacity in both directions. The table after this paragraph provides the current PM Peak Hour capacities of the nearby road links. It is also relevant to consider that the subject site is completely surrounded by ongoing residential development. These developments will have a significant impact on the road links.

Link #	Road Name	Current LOS	Available Capacity	Minimum LOS Standard	Projected Five Year LOS
8431N	MARIGOLD AVENUE (POINCIANA PARKWAY TO PALMETTO STREET)	C	64	D	F
8431S		D	31	D	F

Source: Polk Transportation Planning Organization, Roadway network Database 2023

C. Roadway Conditions

The condition of Goldenrod Lane is currently Poor while Marigold Avenue is Fair. The condition of the roadways and the LOS change over time. The conditions are addressed when development accesses a road during the Level 2 Review. LOS is a tool that can limit the intensity of a development.

D. Sidewalk Network

There are no sidewalks in the vicinity of the subject site. Once this area is developed, there could be sidewalks along these roads, but that will be determined at the Level 2 Review.

E. Planned Improvements:

There are plans to widen and improve Lake Marion Creek Drive, and a plan in place to widen Marigold Avenue from Cypress Parkway to Palmetto Street to the south of the subject site. Also, Cypress Parkway will be widened from Power Line Road to West Solivita Boulevard. Per TPO, the widening of Marigold Avenue has already been calculated into the Roadway Network Database report, so the Level of Service mentioned in the traffic section is current.

F. Mass Transit

The closest mass transit route is Line 426, the Poinciana Circulator route serviced by Lynx Transit Systems located within Osceola County. The closest stop is 8.5 miles away to the northeast of the subject site.

Park Facilities:

The following analysis is based on public recreation facilities.

A. Location:

The nearest neighborhood park is the Poinciana Playground 1.22 miles north of the site and the nearest regional park is Poinciana Community Park 2.2 miles to the south of the subject site.

B. Services:

Poinciana Playground has a tot lot and playground. Poinciana Community Park has a walking path, a playground, baseball fields, a cricket pitch and basketball parks. There are also multipurpose fields, a pavilion that can be rented and league play. Additionally, a dog park features separate areas for large and small dogs, agility equipment, water fountains and shaded areas for humans.

C. Multi-use Trails:

The closest free hiking trail is in the Poinciana Community Park which is 2.2 +/- miles to the south of the subject site.

D. Environmental Lands:

This site contains no County owned environmental lands. The closest environmental lands to the site are the Kissimmee Chain of Lakes 0.69 miles to the east of the subject site.

E. Planned Improvements:

There are no further recreation improvements scheduled for this area of the County at this time.

Environmental Conditions

The subject site is comprised of a mix of soil types which are suitable for building. Site should connect to water and wastewater with Toho Utilities so septic absorption is not an issue.

A. Surface Water:

There is no surface water on the subject site. The site's elevation changes from the north to the south half of the property. On the half north of Goldenrod, the highest elevation is 110 feet in the middle with the lowest going down to 103 feet to the southeast. On the half south of Goldenrod, the elevation high is 123 feet in the middle with it sloping down to 100 feet on the side abutting Goldenrod Lane.

B. Wetlands/Floodplains:

There are no wetlands on site and it does not sit within a flood zone. There is a small portion of wetlands to the northwest of the parcel, but not within it. The subject site resides within a Potential Network Connection of the Polk Green District. However, everything around it is developed already so it is no longer a viable location.

C. Soils:

The subject site is comprised of a mix of soil types as listed in Table 8 following this paragraph. According to the soil survey of Polk County, the subject site should not have any major issues with flooding or absorption. The site will be able to connect to Toho wastewater lines, so this should not be an issue.

Table 8

Soil Name	Septic Tank Absorption Field Limitations	Limitations to Dwellings w/o Basements	% of Site (approximate)
Tavares fine sand, 0-5% slopes (15)	Moderate; wetness	Slight	92.4%
Astatula sand, 0-5% slopes (46)	Slight	Slight	7.6%

*Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service *Because of poor filtration, ground water contamination is a hazard in many areas that have a concentration of homes with septic tanks.*

D. Protected Species

According to the Florida Biodiversity Matrix GIS application, no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law. Staff did witness a gopher tortoise on site when performing a site visit.

E. Archeological Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological sites listed in the Florida Master Site File.

F. Wells (Public/Private)

The subject site is not located in a Wellfield Protection District and does not have any wells on site. The site will be connecting to water and wastewater from Toho Utilities.

G. Airports:

The site is not within an Airport Impact District.

Economic Factors:

Per TPO, the widening of Marigold Avenue has already been calculated into the Roadway Network Database report, so the Level of Service mentioned in the traffic section is current.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent** with the Comprehensive Plan is listed below:

Table 8 Comprehensive Plan and Land Development Code

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	The Comprehensive Plan permits a variety of different Future Land Use designations in urban areas and contribute to a combination of mixed uses. Everything around the subject site is slated for low density residential use, meaning this land use change would be compatible.

Comprehensive Plan Policy	Consistency Analysis
<p>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.</p>	<p>The lands surrounding the subject site are already scheduled for detached single family homes, and the future development sites of many more low-density houses. Toho Water Authority lines are readily available in this area for water and wastewater. This request is consistent with this policy.</p>
<p>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.</p>	<p>The timing is consistent with the growth in the area as the surrounding sites are already designated for low density residential construction. There is available connectivity to water and wastewater from Toho Water Authority, and electricity. Fire and Sheriff are available for this area. Two of the schools that are zoned for the site are at capacity, so that will be an issue in the future. The overall parcel does not contain wetlands or floodplains, and does not sit in a flood zone. The site is undeveloped and entirely surrounded by existing residential development sites.</p>
<p>POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:</p> <p>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:</p> <ol style="list-style-type: none"> 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, <p>f. environmental factors, including, but not limited to:</p> <ol style="list-style-type: none"> 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns, basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas; 4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6. climatic conditions, including prevailing winds, when applicable. 	

Comprehensive Plan Policy	Consistency Analysis
<p>POLICY 2.107-A1 DESCRIPTION - UEs shall be those areas within the County which have developed at urban or suburban densities with County-owned, municipal or County-franchised potable-water systems, and centralized public sewer facilities, or private sewer system in excess of 400,000 GPD. UEs are typically lacking the full complement of other urban services typically found in the Transit Supportive Development, Urban Growth, or Suburban Areas.</p> <p>POLICY 2.107-A2 DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map Utility-Enclave Areas (UEAs) base districts for those areas of the County meeting the general characteristics of this Section 2.107. Expansion of Utility Enclave Areas shall only be permitted in those cases where:</p> <ul style="list-style-type: none"> o a.it is determined that such expansion is necessary for the utility provider to realize a beneficial return on its existing utility investment(s); o b.it is consistent with other policies in the Plan, and meets the requirements of Policy 2.102-A9 and Policy 2.102-A10 ("locational criteria" for land use and development area expansions); and c.it is determined, through adequate data and analysis of population and land use needs, that such expansion is needed. <p>POLICY 2.107-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UEs:</p> <ul style="list-style-type: none"> o ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within UEA's in accordance with applicable criteria. o RESIDENTIAL: Residential-High, Residential-Medium and Residential-Low Districts shall be permitted within UEA's in accordance with applicable criteria. o OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation. <p>POLICY 2.107-A4: OVERLAY DISTRICTS - All Overlay Districts shall be permitted within UEs in accordance with applicable criteria.</p>	<p>Residential Low is allowed within the Utility Enclave Area. Water and sewer lines have already been constructed in this area by Toho Water Authority and will service the subject site if developed. The timing of trying to get this site developed is consistent with what has already been approved surrounding the site. All of the parcels around our subject site have been developed in the Poinciana Development of Regional Impact for low density single family residential development.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>POLICY 2.107-A5: DEVELOPMENT CRITERIA - Development within UEAs shall conform to the following criteria as further specified by the Land Development Code:</p> <ul style="list-style-type: none"> o All uses developed after adoption of the Polk County Comprehensive Plan shall be required to connect to the existing centralized water and sewer system and may receive a development order provided all other provisions of this Plan are met. o Incorporate design features that promote healthy communities, green building practices, mixed use development, transit oriented design, variety in housing choices and other initiatives consistent with Section 2.1251 - Community Design, of this element. o Provide access to parks, green areas, and open space and other amenities. o Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement). In order to achieve higher densities and intensities allowed by each land use, development in the UEA shall be required to connect to centralized water and sewer system and incorporate clustering and other low impact design criteria as established under the Conservation Development Section 	
<p>POLICY 2.120-C1: CHARACTERISTICS - Densities up to, and including, 5.00 DU/AC. The Residential-Low classification is characterized by single-family dwelling units, duplex units, and small-scale multi-family units.</p> <p>POLICY 2.120-C2: DESIGNATION AND MAPPING - Residential-Low districts shall be located within TSDAs, UGAs, and UEAs as designated on the Future Land Use Map Series as "RL."</p> <p>POLICY 2.120-C3: LOCATION CRITERIA - Residential-Low areas shall be located only within the TSDAs, UGAs, SDAs, and UEAs and new Residential-Low development shall not be located within Activity Centers. The placement of Residential-Low shall be evaluated based on the general criteria listed in Policy 2.119-A2.</p> <p>POLICY 2.120-C4: DEVELOPMENT CRITERIA - Residential development may contain a variety of housing types as defined by the Land Development Code within the TSDA. Outside the TSDA, RL may contain single-family dwelling units, duplex units,</p>	<p>The current site is designated as a School site Tract within the Poinciana DRI. Converting the site to Residential Low would allow for a maximum density of 5 du/ac with a Planned Development, so on 17.09 acres, would allow for the requested 72 units to develop. This would not be out of context for the surrounding development as everything is slated for single family detached housing with similar densities.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>small-scale multi-family units, and family-care homes, and shall be permitted, with County approval, at a density of up to, and including, 5 DU/AC. Additionally, community facilities may be allowed in accordance with policies of this Plan.</p>	

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria and it is permitted in the designated area. Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	Sections where referenced in this report
a. <i>Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.</i>	Summary of analysis
b. <i>Allows a significant amount of urban development to occur in rural areas.</i>	Summary of analysis
c. <i>Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.</i>	Summary of analysis, surrounding Development, compatibility
d. <i>Fails to adequately protect and conserve natural resources and other significant natural systems.</i>	Summary of analysis, surrounding Development, compatibility
e. <i>Fails to adequately protect adjacent agricultural areas.</i>	Compatibility with Surrounding Land Uses
f. <i>Fails to maximize existing public facilities and services.</i>	Summary of Analysis, Infrastructure
g. <i>Fails to minimize the need for future facilities and services.</i>	Summary of Analysis, Infrastructure
h. <i>Allows development patterns that will disproportionately increase the cost of providing public facilities and services.</i>	Summary of Analysis, Infrastructure
i. <i>Fails to provide a clear separation between urban and rural uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
j. <i>Discourages infill development or redevelopment of existing neighborhoods.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
k. <i>Fails to encourage an attractive and functional mixture of land uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
l. <i>Will result in poor accessibility among linked or related land uses.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses
m. <i>Results in the loss of a significant amount of open space.</i>	Summary of Analysis, Compatibility with Surrounding Land Uses

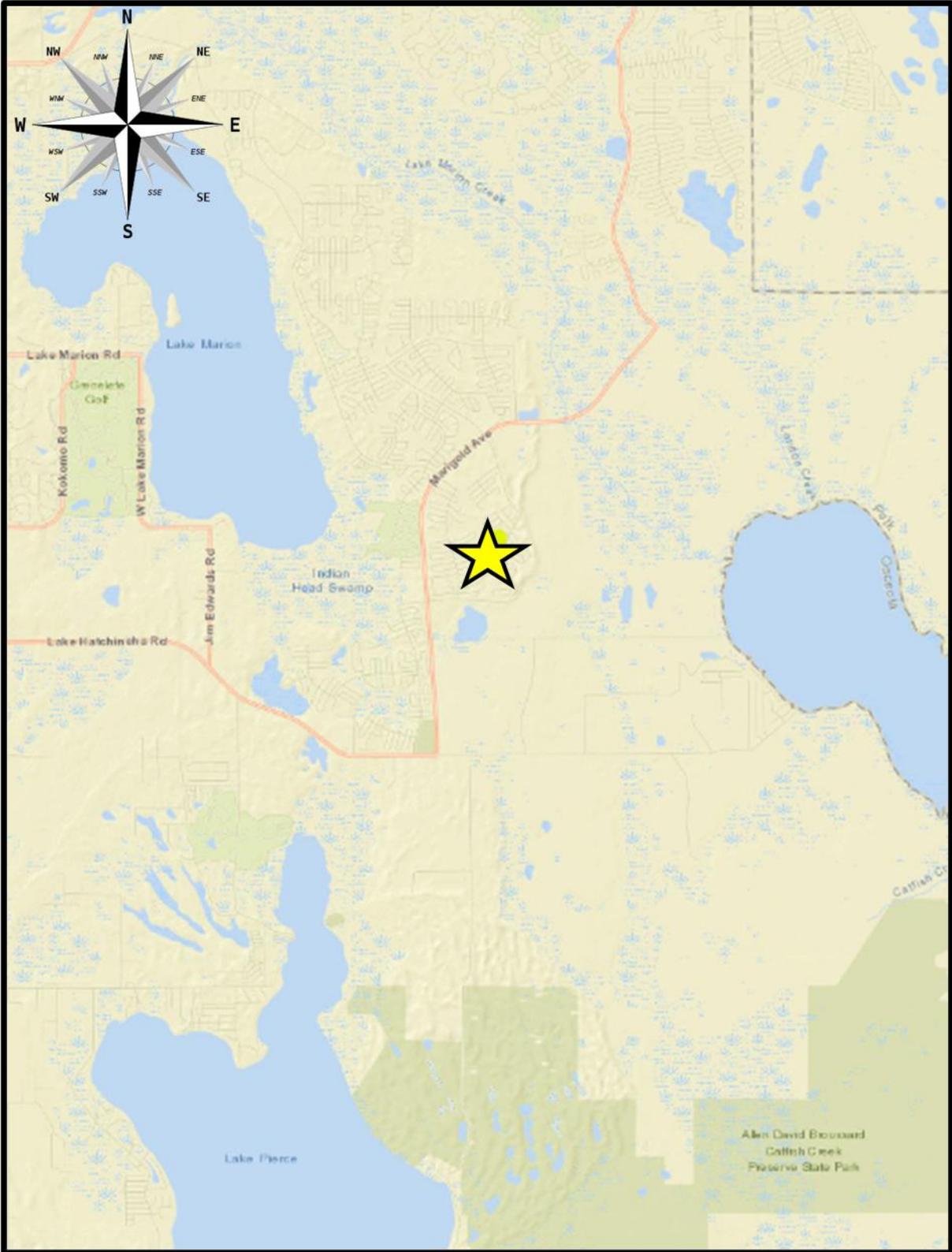
Comments from other agencies

No comments

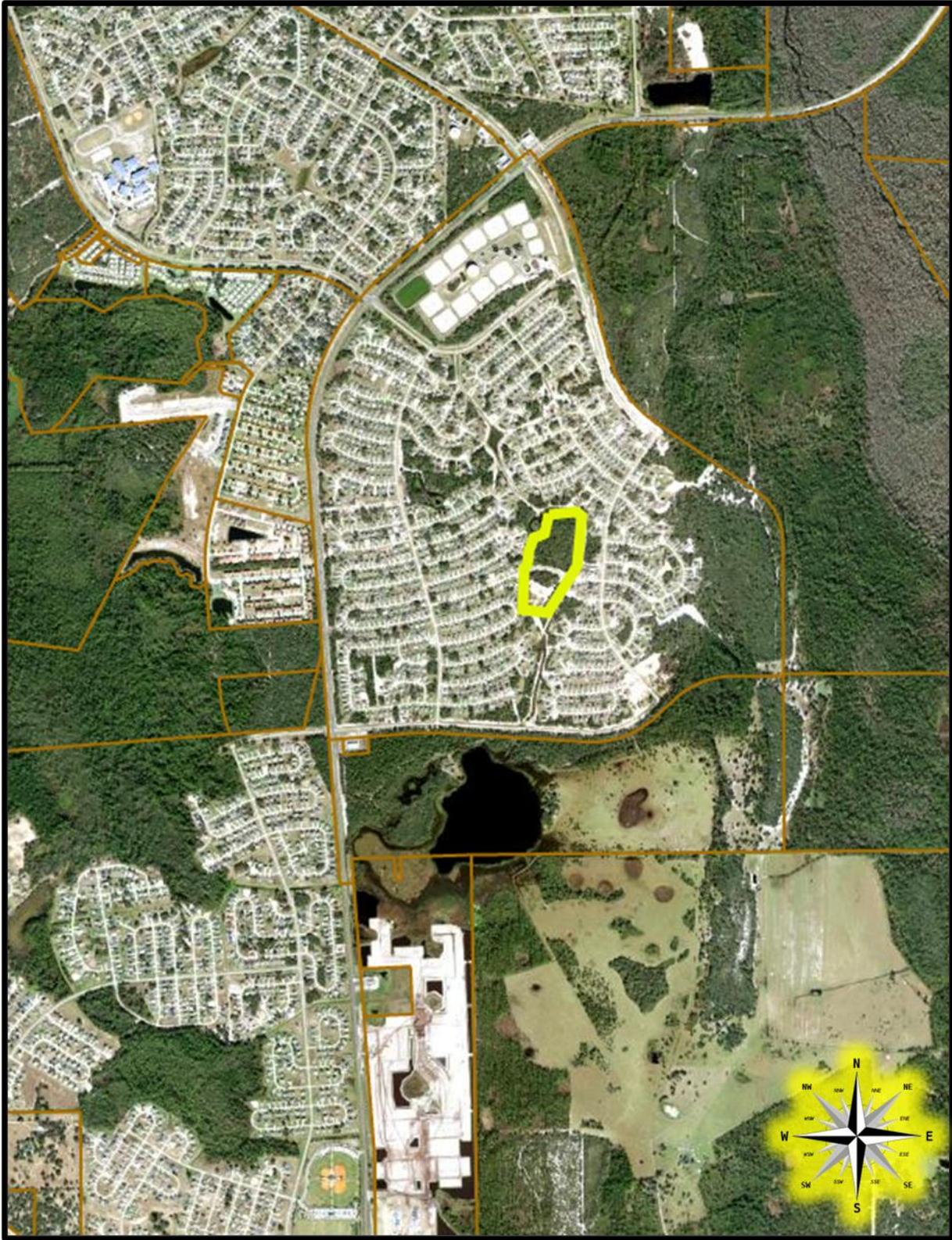
Exhibits:

- Exhibit 1 Location Map
- Exhibit 2 2023 Aerial Context Map
- Exhibit 3 2023 Aerial Close Up
- Exhibit 4 Current Future Land Use Map
- Exhibit 5 Proposed Future Land Use Map
- Exhibit 6 Poinciana Master Plan Land Use Map
- Exhibit 7 RL-1X Permitted and Conditional Uses

Applicant's submitted documents and ordinance as separate files



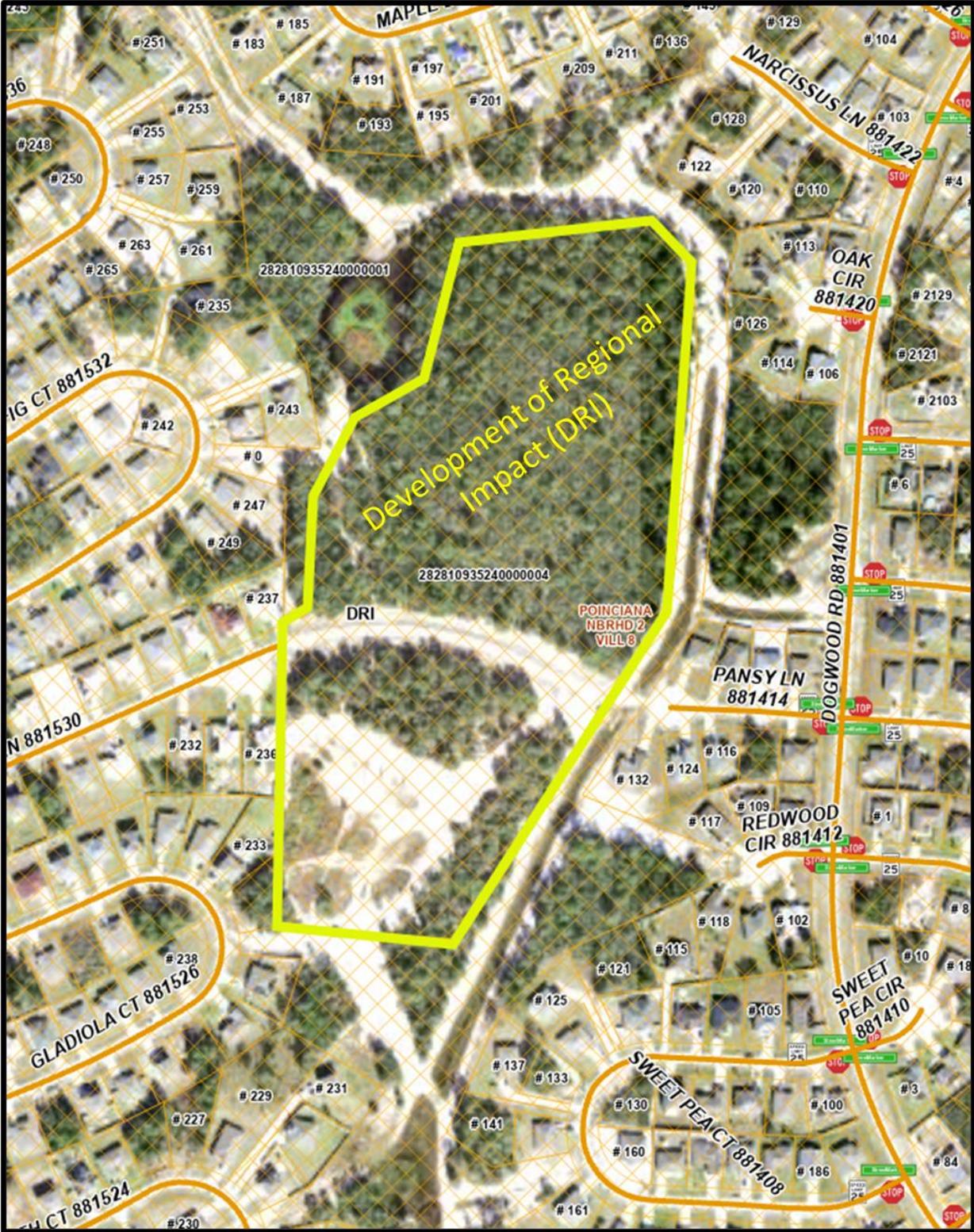
LOCATION MAP



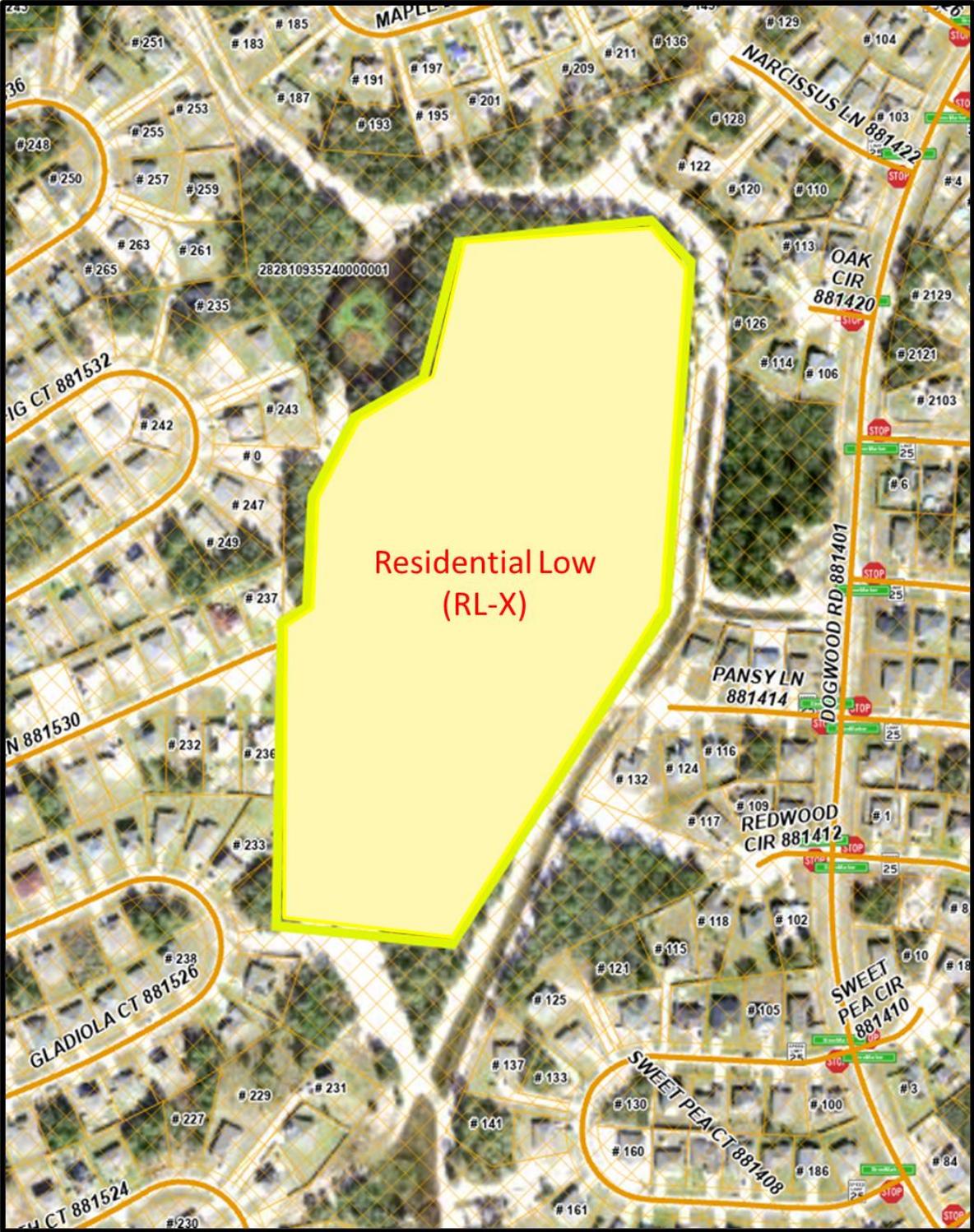
2023 AERIAL PHOTO CONTEXT



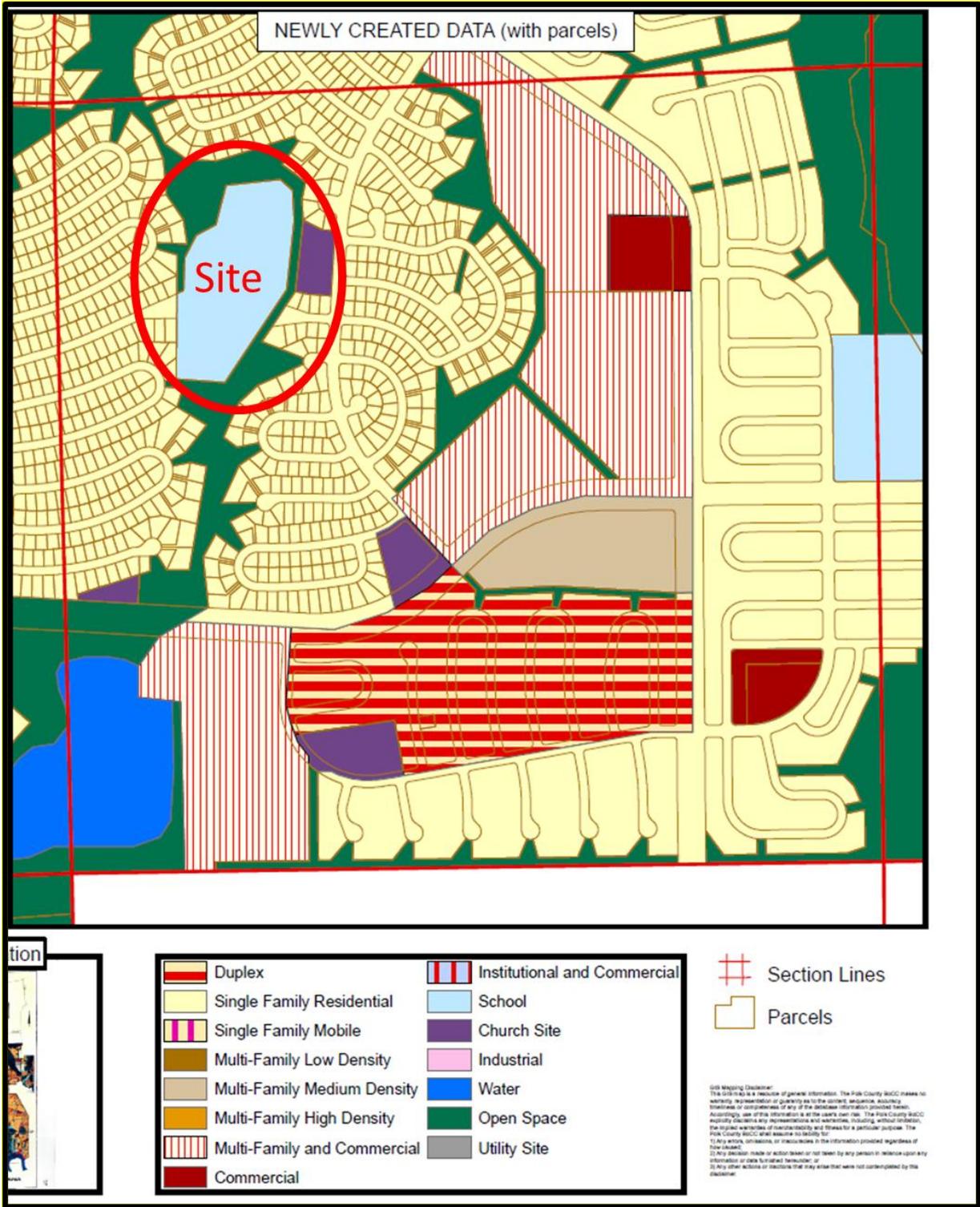
2023 AERIAL PHOTO CLOSE UP



CURRENT FLUM
 Pre-Development of Regional Impact (Pre-DRI)



PROPOSED FLUM Residential Low (RL-1X)



POINCIANA MASTER LAND USE

Pre-Development of Regional Impact

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
RL-1	Single-family Detached Home & Subdivision, Farming General, Utilities- Class I	Group Home- Small (6 or less residents), Mobile Homes- Individual, Animal Farm- Intensive, Emergency Shelter- Small (6 or less residents), Golf Course, Livestock Sale-Auction, Nurseries and Greenhouses, Recreation-Passive, Utilities- Class II, Residential Infill Development, Recreation-Low Intensity, School-Elementary, School- Middle	Group Living Facility (15 or more residents), Multi-family, Short-Term Rental Unit, Planned Development, Residentially Based Mixed Development (RBMD), Transitional Area Development, Adult Day Care Center (7 or more clients), Agricultural Support- Off-Site, Bed and Breakfast, Childcare Center, Communication Tower- Monopole, Communication Towers-Guyed and Lattice, Community Center, Cultural Facility, Emergency Shelter- Large (15 or more residents), Government Facility, Helistops, Mining-Non-phosphate, Recreation-High Intensity, Recreation-Vehicle Oriented, Religious Institution, Riding Academies, School- High, School- Leisure/Special Interest, Utilities- Class III, Mobile Home Park, Mobile Home Subdivision

Residential Low (RL-1X)

PERMITTED AND CONDITIONAL USES

ORDINANCE NO. 24 - _____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAS-2024-7**; AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED TO CHANGE THE FUTURE LAND USE DESIGNATION ON +/- 17.1 ACRES SITE FROM DEVELOPMENT OF REGIONAL IMPACT (DRI) TO RESIDENTIAL LOW (RLX) IN THE UTILITY ENCLAVE AREA (UEA). THE SUBJECT SITE IS LOCATED SOUTH OF HEMLOCK AVENUE, EAST OF MARIGOLD AVENUE, WEST OF DOGWOOD ROAD, AND NORTH OF BAYBERRY STREET, EAST OF THE HAINES CITY LIMITS, IN SECTION 10, TOWNSHIP 28, RANGE 28; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

WHEREAS, Section 163.3187, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Small-Scale Comprehensive Plan Amendments; and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the proposed Plan revisions on August 6th, 2025; and

WHEREAS, pursuant to Section 163.3187(2), FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Plan revisions on September 16th, 2025; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the “Polk County Comprehensive Plan”) is hereby amended to reflect a change in the Future Land Use designation on a +/- 17.1 acres site from Development of Regional Impact (DRI) to Residential Low (RLX) in the Utility Enclave Area (UEA) on the parcel listed below and graphically depicted on the parcel map in Attachment “A”.

Parcel Identification Number 282810-935240-000004

Legal Description:

POINCIANA NEIGHBORHOOD 2 VILLAGE 8 PB 53 PGS 29-43 TRACT D
Containing 17.1 acres, more or less.

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

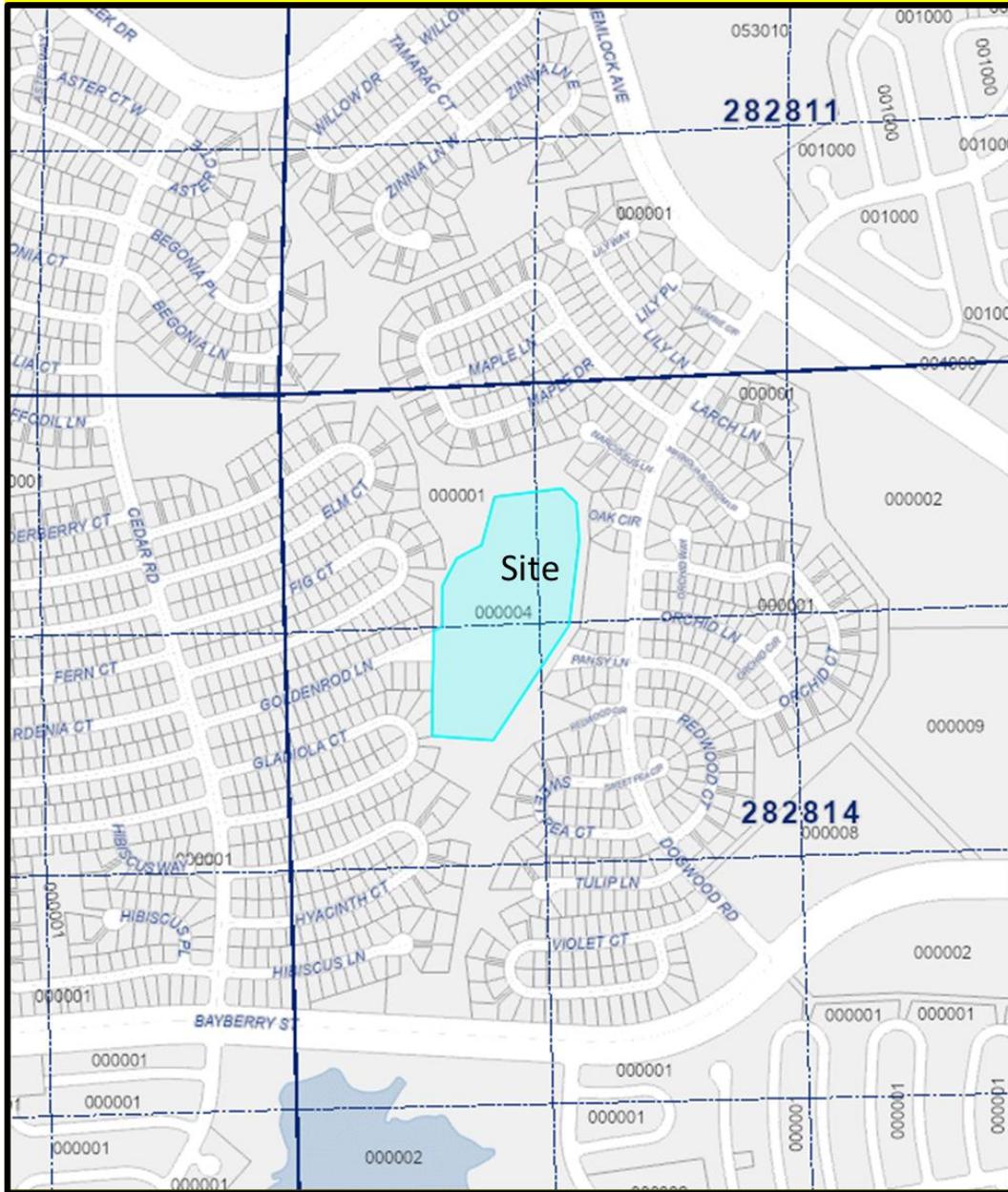
This ordinance shall be effective on October 17th, 2025 (31 days after adoption), unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a Final Order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment 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 16th day of September, 2025.

LDCPAS-2024-7
Development Area: Utility Enclave Area
Location: South of Hemlock Avenue, East of Marigold Avenue, West of Dogwood Road,
and North of Bayberry Street, East of the Haines City limits.
Section-10 Township-28 Range-28



PARCEL DETAIL
Note: Not to Scale

Moonstone 72-unit Subdivision

Demonstration of Need

1. Could the proposed amendment promote substantial amounts of low-density, low intensity, or single use development in excess of demonstrated need?
 - a. The proposed amendment promotes a denser development as it changes the current land use designation from DRI undeveloped to DRI developed. Therefore, it would not promote substantial amounts of low-density, low-intensity, or single use development in excess of the demonstrated need.
2. Will the passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?
 - a. No. The surrounding neighborhoods include built out residential neighborhoods and an elementary school. This change does not allow for dense urban development in this neighborhood.
3. Does the proposed amendment create or encourage urban development in radial, strip, isolated, or ribbon patterns emanating from existing urban development?
 - a. No. The proposed change allows for uses comparable with the surrounding area.
4. Does the proposed amendment fail to adequately protect adjacent agriculture areas?
 - a. No. There are no adjacent agriculture areas near the site. Any development on the property would provide for buffers to protect all adjacent areas per the Polk County existing Land Development Code.
5. Could the proposed amendment fail to maximize existing public facilities and services?
 - a. No. The amendment proposed is consistent with the existing residential neighborhoods surrounding the property.
6. Could the proposed amendment fail to minimize the need for future public facilities and services?
 - a. No. This proposed amendment is consistent with the existing DRI development and the surrounding community.
7. Will the proposed amendment allow development patterns that will disproportionately increase the cost of providing public facilities and services?

- a. No. This change will conform to concurrency requirements and consistent with surrounding residential neighborhoods and not increase the proportional cost of providing public facilities and services to each home.
8. Does the proposed amendment fail to provide clear separation between urban and rural uses?
 - a. No. The DRI is designed to facilitate uses that are consistent with both urban and rural uses and will not alter existing services to the surrounding residential neighborhoods.
 9. Will the proposed amendment discourage infill development or redevelopment of existing neighborhoods?
 - a. No. This proposed change will not alter infill development on the surrounding neighborhoods as a new permitted use within DRI zoning district.
 10. Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?
 - a. No. This amendment change is consistent with the vision of past historical planning for the area as a whole. The area is part of the broader functional mixture of land uses and fits in with existing residential neighborhoods.
 11. Could the proposed amendment result in poor accessibility among linked or related land uses?
 - a. No. the proposed development is linked between existing related land uses and is consistent with those neighborhoods.
 12. As a result of approval of this amendment, how much open space will be lost?
 - a. Currently the parcel is undeveloped wooded lot with an area of about 17.09 acres or 100% wooded vacant space. The DRI supports a maximum 70% developed area. Therefore, the amendment will not lose any open space area as it is part of the overall DRI for the entire area and is consistent with the proposed residential density within the community with typical open space requirements.

Moonstone

Land and Neighborhood Characteristics

1. The project location is within the heart of an existing neighborhood. The adjacent streets are Bayberry St. and Marigold Ave. Lake Marion Creek middle School, Laurel elementary school are within walking distance to the North. The location is within the Poinciana subdivision neighborhood and is centered between similar neighborhoods. The land will be zoned appropriately for residential use, and the area is not in conflict with any future commercial or industrial development. This ensures that the subdivision will be integrated seamlessly and consistent with the surrounding area.
2. There is no incompatibility with the proposed use and the adjacent uses.
3. This request will allow this vacant land surrounded by residential neighborhoods to be developed with a similar use that will complement the area while serving the families residing in the adjacent neighborhoods.

Access to Roads and Highways

1. The site is located and will have access to the following roadway system: Goldenrod Lane to Cedar Road (north/south) connecting to Bayberry Street to the south and Lake Marion Creek Road to the north. Both streets intersect with Marigold Avenue which extends north into the heart of Poinciana where the roadway takes you to the Poinciana Parkway further north U.S. 17 and Interstate 4 respectfully.
2. A minor traffic study is included with this submission.
3. The traffic study complies with existing Polk County land development code criteria and will include the final density of the proposed residential property.

Sewage

1. The development proposes 72 homes. The wastewater demand is $72 \times 270 = 19,440$ GPD.
2. The effluent will be treated at an offsite wastewater treatment facility.
3. The service provider is Toho Water Authority.
4. The nearest sewer line is 0.0 feet from the proposed development.
5. The capacity of the plant is currently 80 percent at this time.
6. Anticipated connection date is Summer 2027.
7. There are no improvements necessary at this time.

Water Supply

1. The source of water to the proposed site is a public water system, serviced by the Toho Poinciana Water System (349-4429).
2. The development proposed 72 homes. The water demand is $72 \times 360 = 25,920$ GPD.
3. There is an existing 6" water main located adjacent to the east side of the site on Orchid Ct. and a 6" line on the west side of the site on Goldenrod Lane about 165' away.
4. There does not appear to be any reclaimed water mains near the property.
5. Anticipated connection date is Summer 2027.
6. The water plant capacity is 86.8% at this time per TOHO Water Authority.
7. There are no known water wells currently on the property.

Surface Water Management and Drainage

1. There are currently no surface waters or stormwater systems currently on the site.
2. The property is an existing wooded lot surrounded by Poinciana residential subdivisions.
3. There does not appear to be any flood hazards onsite. Additionally, there appears to be no flooding issues known at this time.
4. The proposed development would alter the site's natural drainage features by adding treatment and attenuation of stormwater runoff. The stormwater alterations would include a stormwater conveyance system capturing the water and bringing it to a master drainage basin previously permitted with South Florida Water Management District (SFWMD) in the mid 1980's.
5. The proposed development will be designed consistent with the existing drainage patterns (pre-development condition).
6. A minor modification to the original SFWMD will most likely be required, however a pre-application meeting with the district will be completed to determine the scope of this requirement.

Environmental Analysis

1. There are no known surface waters or wetlands present on the property per the national wetland inventory database.
2. The property is located in zone "X" per the FEMA map Panel No.:12105C0415G .
3. The location of utilities and other infrastructure will be installed underground at the time of the internal street construction.
4. There are no airport buffer zones at issue with the proposed development.
5. Soil compositions show approximately 15.89 acres or 93% of the property is Tavares Find Sand, while approximately 1.20 acres or 7% of the property is Astatula Fine Sand. Both have a hydraulic soil group of A. The soils appear to be well drained with low water tables.

Infrastructure Impact Information

1. Parks and Recreation: Poinciana Community Park is within 3 miles of the property. Recreational facilities will be in accordance with current Polk County Land Development Code.
2. Educational Facilities: Lake Marion Creek Middle School is located 2.2 miles from the property and Sandhill Elementary School is within seven miles of the real property. A Polk County School Concurrency application will be submitted at the time of the land use and zoning change submittals.
3. Health Care: HCA Florida Poinciana Hospital is within 9.2 of the property.
4. Fire Protection: Fire Rescue Station is within six miles of the property.
5. Police Protection and Security: The Polk County Sheriff's Office Dundee station is 11 miles from the property.

6. Emergency Medical Services:). Fire Rescue Station is within six miles of the property and the nearest hospital (HCA Florida Poinciana Hospital) is located approximately 8.55 miles from the site located on Cypress Parkway.
7. Solid Waste: The Omni Waste of Polk, LLC facility is within twelve miles of the property.
8. The surrounding neighborhood is residential. The proposed development will be consistent with the surrounding homes and will assist with current demands in the area and will contribute to an already well-planned community. The request meets the intent of the DRI for Poinciana.

LDCPAS-2024-7 - Goldenrod Ln - Poinciana FL - Residential Development

Menu Reports Help

Application Name: [Goldenrod Ln - Poinciana FL - Residential Development](#)

File Date: [05/01/2024](#)

Application Type: [BOCC-CPA Small](#)

Application Status: [Approved for Hearing](#)

Application Comments:

View ID	Comment	Date
---------	---------	------

Description of Work: [** Objective: Small-Scale Comprehensive Plan map amendment; Land-Use Change to Residential-Low -- in alignment with the current Future Land Use designation \(RL\) - Previous DRC Meeting Date: 04/03/2024 ** Parcel Location: Goldenrod Ln - Poinciana, FL 34759 ** Parcel HOA Jurisdiction: A.P.V. \(Association of Poinciana Villages\) - Neighborhood 2, Village 8 ** Florida County: Polk County ** Site Acreage: 17.09 acres ** Site Condition: FFMA Flood Zone X \(outside the 500-year flood; plus, no wetland and/or swamps\) ** Site Surroundings: single-family homes, on a 360 degree radius ** Current Land Use Denomination: DRI \(Development of Regional Impact\) - School ** Raw Land Status: Undeveloped, since DRI school designation, 40+ years ago ** Current Future Land Use Designation: Residential Low \(as listed in policy 2.120-C of the County Comprehensive Plan\) ** Development Objective Parameters: In accordance with the APV HOA's + Polk County's guidelines ** APV HOA Approvals: Preliminary p design, encompassing the new construction of 77 x single-family homes, as well as the respective infrastructure necessary \(i.e. new proposed roads\) fully approved by th Master Board + APV's Design Control Board. ** Other: Our company has been building beautiful single-family homes in the same HOA, for the last 3+ years. We build tru differentiated homes vs. the majority of similarly-priced builders, with the ultimate goal of providing "budget luxury" to our client families, while still competing with the surr new-construction home prices. We wholeheartedly believe that we add a tremendous amount of value to the community, and we very much look forward to continuing sur now on a larger-scale basis through this development! ** Next: First, seeking review & approval for land-use change to RL, from Polk County's PC & BoCC, for the aforementioned residential development proposal. If approved, project will then proceed to engineering site works & investments, for future review and approval by Polk C](#)

Application Detail: [Detail](#)

Address: [GOLDENROD LN, POINCIANA, FL 34759](#)

Parcel No: [282810935240000004](#)

Owner Name: [HANNAHRW LLC](#)

Contact Info:	Name	Organization Name	Contact Type	Contact Primary Address	Status
	Leandro Souto	Moonstone Ventu...	Applicant	Mailing, 14422 Shoresi...	Active
	Leandro Souto	Moonstone Ventu...	Developer	Mailing, 14422 Shoresi...	Active
	Clifford Alejos		Engineer	105 E. Robinson St., S...	Active
	Rita Karacson		Individual	Mailing, 330 West Chur...	Active
	Clifford Alejos		Individual	105 E. Robinson St., S...	Active
	Burkett Engineering		Organization		Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #
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Job Value: [\\$0.00](#)

Total Fee Assessed: [\\$4,608.00](#)

Total Fee Invoiced: [\\$4,608.00](#)

Balance: [\\$0.00](#)

Custom Fields: **LD_GEN_PUB**

PUBLIC HEARINGS

Development Type

[Board of County](#)

[Commissioners](#)

Application Type

[CPA Small Scale Or](#)

[EAR](#)

[Brownfields Request](#)

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots

-

Will This Project Be Phased

Acreage

[17.09](#)

DRC Meeting

[05/29/2025](#)

DRC Meeting Time

-

Rescheduled DRC Meeting

Rescheduled DRC Meeting Time

-

Green Swamp

Number of Units

-

Case File Number

Is this Polk County Utilities

Is this Application a result of a Code Violation

[No](#)

One Year Extension

FS 119 Status

Code Violation Case Number

[Non-Exempt](#)

-

ADVERTISING

Legal Advertising Date

BOCC1 Advertising Date

-

BOCC2 Advertising Date

Advertising Board

[Board of County Commissioners](#)

MEETING DATES

Community Meeting Planning Commission Date
[8/6/2025](#)
Land Use Hearing Officer 3 1st BOCC Date
[9/16/2025](#)
2nd BOCC Date LUHO-Level 3
-

HEARING

PC Hearing Results PC Vote Tally
-
BOCC 1st Hearing Results BOCC 1st Vote Tally
-
BOCC 2nd Hearing Results BOCC 2nd Vote Tally
-

FINAL LETTER

Denovo Appeal Denovo Results
-
Denovo Tally
-

LD_GEN_PUB_EDL

[Opening DigEplan List...](#)
DigEplan Document List
-

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-24EST-00000-19269	DIGITAL PROJECTS LD	-
RequiredDocumentTypesComplete	AdditionalDocumentTypes	Activate DPC
Yes	Applications, AutoCad File, Binding, Site Plans (PDs, Yes and CUs), CSV, Calculations, Correspondence, Design Drawings, Flood/Traffic Studies, Impact Statement, Inspections, Miscellaneous, Plats, Record Drawings, Response Letter Resubmittal Complete, Staff Report/Approval Letter, Survey, Title Opinion	
Activate FSA	DigitalSigCheck	
Yes	Yes	

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement
[√](#)

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan LU Code

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board	Number of Boards (Number)	Number of Mailers (Number)	Date Mailed	Date Posted	NOR
PC	1			07/22/2025	
BOCC 1	1			07/22/2025	

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	Application Submittal	Lyndsay Rathke	Application ...	05/07/2025	Margo White
	Engineering Review				
	Surveying Review	Mike Benton	Approve	05/23/2025	Mike Benton
	Roads and Drainage Review	Phil Irvn	Approve	05/09/2025	Phil Irvn
	Fire Marshal Review	Kim Turner	Not Required	05/21/2025	Kim Turner
	Planning Review	Johnathan Sims	Approve	05/20/2025	Johnathan Sims
	School Board Review	School District	Approve	05/30/2025	School District
	Review Consolidation	Lyndsay Rathke	Approved for...	06/02/2025	Lyndsay Rathke
	Staff Report				
	Public Notice				

Task	Assigned To	Status	Status Date	Action By
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:	Name	Short Comments	Status	Apply Date	Severity	Action By
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Scheduled/Pending Inspections:	Inspection Type	Scheduled Date	Inspector	Status	Comments
---------------------------------------	-----------------	----------------	-----------	--------	----------

Resulted Inspections:	Inspection Type	Inspection Date	Inspector	Status	Comments
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October 23, 2023

Re: Parcel ID # 28-28-10-935240-000004

Request # 6921

Dear Leandro Souto,

Toho Water Authority (Toho) has reviewed your request for a water, reuse and sewer service availability determination and the Parcel ID referenced is within the Toho service area. Toho staff has determined that Toho has potable water, reuse and sewer capacity with existing facilities and expansions as part of planned improvements contained in its Capital Improvement Plan to serve the referenced project. As noted in the attached document, extension and/or upsizing of infrastructure at the Owner's expense may also be required to serve the property. The owner/ developer has not yet reserved capacity. However, subject to a fully executed Development Service Agreement (DSA), approved construction plans, and Florida Department of Environmental Protection permits, the Executive Director or his designee will ensure public facility capacity is reserved for the development in the amounts stated in the System Development Charge (SDC) Assessment letter and subject to the terms of the DSA, including any conditions associated with planned capital improvements serving the property and payment of SDCs.

The current locations of water, reuse and sewer mains are approximately:

- Water main installed.
- Water service line needs to be installed. Service line must be installed on property line.
- This water service will require tap.
- 4" WM transitions to 6" WM approx. 165' west of property
- 6" Water main approx. 75' east of property.
- Gravity main installed.
- Sewer lateral needs to be installed.
- 8" Gravity sanitary sewer main on-site west side of property.
- 8" Gravity sanitary sewer main approx. 110' east of property.
- Toho does not have reuse infrastructure near parcel at this time.
- Reuse infrastructure available approx. 5,790' north of property.
- Fire hydrant on-site right side of property.
- Fire hydrant approx. 170' west of property.

Please note this letter of availability is only valid for one year from the date of this letter. Should the project not have received Toho Water Authority approval and reserved capacity by 10/23/2024, they must request a new Letter of Availability from Toho.

Toho Water Authority looks forward to working you on this project. If you have any questions, please do not hesitate to contact us. More specific line location information is enclosed.

Sincerely,
Assets and Infrastructure
Toho Water Authority



Toho Request Number: 6921

Parcel ID & Address: 28-28-10-935240-000004 / Goldenrod Lane, Poinciana

The options that have been checked below apply to the referenced property:

Commercial Property Owners Only: Please contact a civil engineer to obtain design and cost information for main or service extensions. Toho does not provide extensions for commercial properties.

WATER

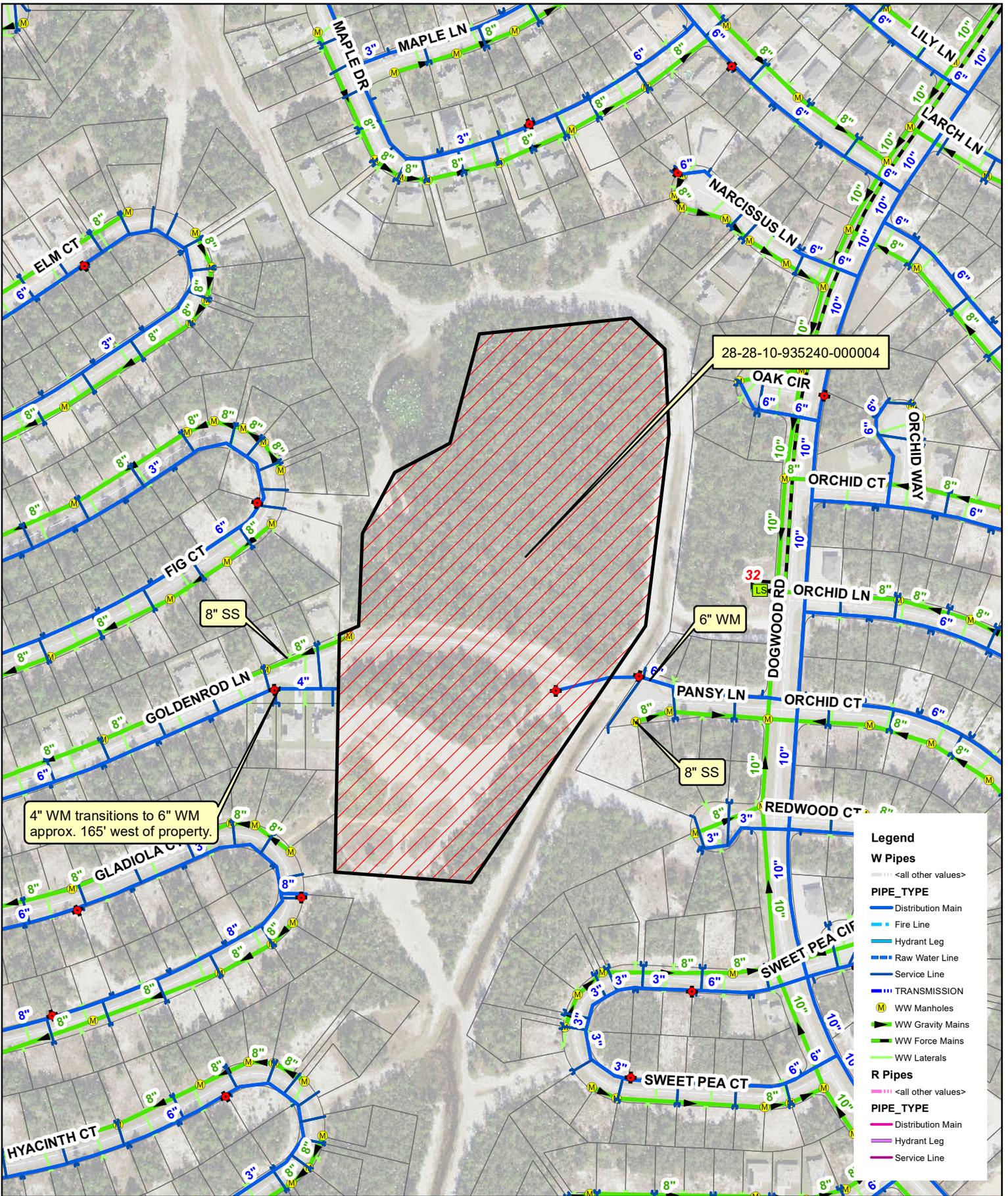
- A water main is installed
 - No hydraulic analysis is required
 - A hydraulic analysis is required, is the responsibility of the Owner, and could result in required main improvements by the Owner
- If a water main is installed, but the site does not have a water service line installed, please visit [Meter Installation Request | Toho Water Authority](#) to begin the process.

SEWER

- A gravity main is installed
 - No hydraulic analysis is required
 - A hydraulic analysis is required, is the responsibility of the Owner, and could result in required main improvements by the Owner
- A gravity lateral **is not** installed. Toho typically does not install sewer laterals. Please submit a sketch of the proposed lateral to Ray Biron at rbiron@tohowater.com for review and approval prior to the installation at the customer's expense

Service to the site is the customer's responsibility and may require offsite utility improvements performed by a private contractor hired by the customer.

If you would like to speak with someone regarding potential fees or System Development Charges, please contact meterfees@tohowater.com or 407-944-5000 and they will be happy to assist.



THE TOHOPEKALIGA WATER AUTHORITY MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS AS TO THE TRUTH, ACCURACY, OR COMPLETENESS OF THE DATA ON THIS MAP. THIS IS NOT A SURVEY PRODUCT AND IS A VISUAL REFERENCE TOOL ONLY. The Tohopekela Water Authority makes no warranty, express or implied with respect to its ownership of any rights relating to trademarks and trade names described herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. Any questions or concerns should be directed to Toho Water Authority, Information Technology (IT) Department at 407-844-5190.

C:\Users\Fsantos\Desktop\October_2023_Avail Map.mxd



28-28-10-935240-000004



1 inch = 300 feet



Polk County
Board of County Commissioners

Agenda Item O.2.

9/16/2025

SUBJECT

Public Hearing to consider adoption of a Resolution to vacate portions of platted, unopened, and unmaintained rights-of-way as shown on Fields Map of Survey of the Town of Loughman, Florida. (No fiscal impact)

DESCRIPTION

The County has received a petition from Heriberto Otero Jimenez and Sharon Otero to vacate certain portions of platted, unopened, and unmaintained rights-of-way (alleys) lying within Fields Map of Survey of the Town of Loughman, recorded in Plat Book 6, Page 37, of the Public Records of Polk County, Florida. The subject rights-of-way lie in Section 01, Township 26 South, Range 27 East.

Fields Map of Survey of the Town of Loughman, Florida filed in 1924 depicts various rights-of-way/alleys throughout the plat which are presumed to be public due to a lack of dedication to the contrary. The petitioners requested the vacation of the platted and unmaintained rights-of-way (alleys) lying adjacent their property which is the alley within Block 20 and the alley to the north of Lot 12 and a portion of Lot 13 in Block 21 of said plat in order to deter public usage and assemble with their current properties. During a review of the area, it was discovered that vacating a portion of the right-of-way (alley) within Block 21 would leave a remnant section, so the County requested to add the remainder of right-of-way (alley) lying within Block 21 less the westerly 20-feet thereof for possible future expansion of Old Lake Wilson Road. County staff contacted the adjacent property owners and received no objections. Vacating the right-of-way will remove the public's interest in the subject areas and allow the petitioner, and adjacent property owners, within the subject areas to utilize their respective properties more fully.

Charter Communications, Duke Energy, Frontier Communications, Kinder Morgan/Central Florida Pipeline, Lumen, and MCI have no objections to the proposed vacation.

The Office of Planning and Development, Polk County Utilities, and the Roads and Drainage Division have no objections to the proposed vacation.

RECOMMENDATION

Request Board adopt a resolution to vacate platted, unopened, and unmaintained rights-of-way as shown on Fields Map of Survey of the Town of Loughman, Polk County, Florida as more fully described in the legal description contained in the Petition and Resolution attached hereto.

FISCAL IMPACT

No fiscal impact.

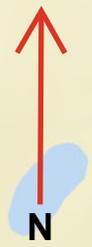
CONTACT INFORMATION

R. Wade Allen, Director

Real Estate Services
863-534-2577

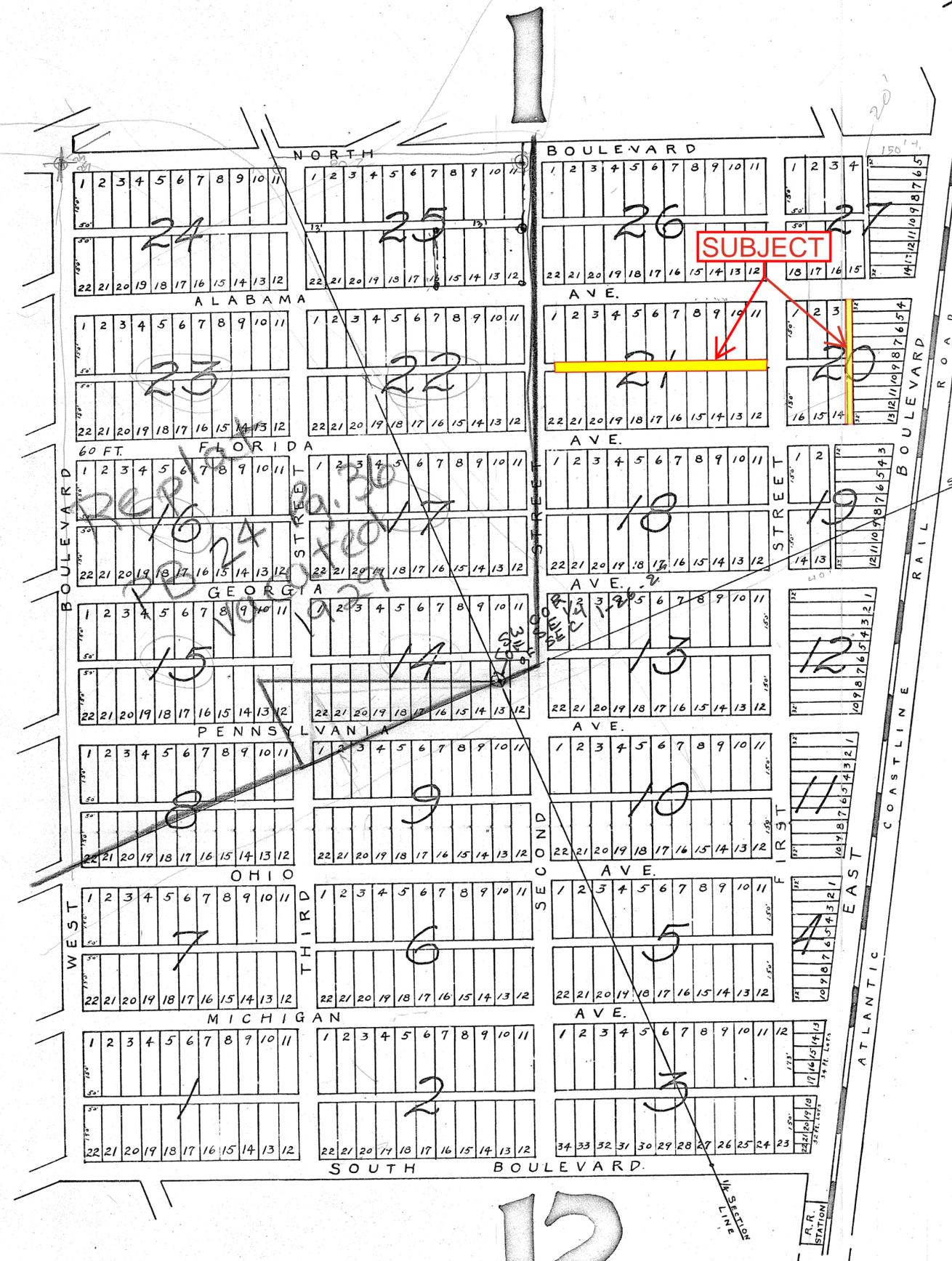
Section 01, Township 26 South, Range 27 East

SUBJECT



6

37



Section 1 Section 12

MAP OF A PORTION OF
SECTIONS 1, 12, 26, 27E.
POLK COUNTY, FLORIDA

Being a true tracing of a portion of a
Blue Print furnished me by and now in possession
of Mr. S. L. Berger, Loughman, Florida.

Said Blue Print bearing notations following:
"FIELDS' MAP OF SURVEY
OF THE
TOWN OF LOUGHMAN, FLORIDA
(POLK COUNTY)
Planned June, 1909
Platted and Recorded September, 1914.
S. R. FIELDS, LOUGHMAN, FLA."

J. F. NUTTALL, C.E.
Loughman, Fla., Sept. 8, 1923.

FILED JAN. 3, 1924
S. Paulson
Clerk Circuit Court.

12

380

10
4/6



COUNTY OF POLK, FLORIDA
Application and Petition for Vacation and Abandonment
of Streets, Alleys, and Rights-of-Way

Return to:
 Real Estate Services
 P.O. Box 9005, Drawer RE-01
 Bartow, FL 33831
 or
 515 E. Boulevard St.,
 Bartow, FL 33830
 (863) 534-2580

FOR OFFICE USE ONLY

Case/File No. _____
 C/C Meeting: _____

Date Received: _____
 Complete: _____

Please type or print clearly.

A. Property Owner(s): (Attach additional sheets if required)

Name <i>HERIBERTO OTERO TIMENEZ</i>		Email <i>OTEROCONSTRUCTION@GMAIL.COM</i>	
Address <i>418 FLORIDA AVE</i>			
City <i>DAVENPORT</i>	State <i>FLORIDA</i>	Zip <i>33896</i>	
Phone <i>863-206-8996</i>	Fax	Cellular	

Name <i>SHARON OTERO</i>		Email <i>SEATRA XXX @ GMAIL.COM</i>	
Address <i>418 FLORIDA AVE</i>			
City <i>DAVENPORT</i>	State <i>FLORIDA</i>	Zip <i>33896</i>	
Phone <i>516-818-3007</i>	Fax	Cellular	

B. Is there a pending "Contract for Sale"? Yes No
 If yes, please list all parties involved in the sales contract:

C. Applicant or Authorized Agent: (If different from above)

Name		Email	
Address			
City	State	Zip	
Phone	Fax	Cellular	

General Information

D. General Location of Property to be Vacated:

Property Location or Address
Parcel Number(s): <i>272601-708500-020010</i>

Legal Description ⁽¹⁾ (Attach additional sheets as necessary)

The subject property is located within a platted or unrecorded subdivision.
 How was this right-of-way reserved? Plat Deed Other (describe): _____

⁽¹⁾ An **exact legal description** of the property to be vacated must be submitted. The County suggests the Applicant contact a Registered Land Surveyor to determine the exact legal description. The County reserves the right to require a survey of the subject property and/or a title opinion, if necessary. The Owner/Applicant is responsible for all costs associated therewith.

E. Are any other applications pending? Yes No (Check all that apply.)
 Variance Conditional Use Special Exception Other (describe): _____

F. Reason for this Request – Check all that apply: (Attach additional sheets as necessary)

Code Violation. (Attach copy of letter citing violation.)
 Need to clear an existing encroachment. (Describe encroachment below.)
 Request to vacate to allow for construction of:
 Pool Screened Pool/Deck Building Addition (Describe Below). Other (Describe below)

Additional Comments:

PETITION TO VACATE RIGHT-OF-WAY

TO: THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA

The undersigned Petitioner respectfully petitions the Board of County Commissioners of Polk County, Florida, and requests that the right-of-way described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

(NOTE: The term "Petitioner" shall refer to all Petitioners, whether singular or plural.)

be vacated, abandoned, discontinued, and closed, and that any rights of the County and the Public in and to the said right-of-way and any lands in connection therewith, be renounced and disclaimed by the Board of County Commissioners of Polk County, Florida. In support of this Petition, Petitioner respectfully affirms:

1. Petitioner is the owner and/or legal representative of the owner of all of the land abutting the above described right-of-way, which is the subject of this Petition; that said ownership has been fully divulged; and that the names of all parties to an existing contract for sale or any options are filed with this application.
2. Petitioner acknowledges and agrees that this vacation of right-of-way may require Petitioner to grant an easement for public utility purposes to Polk County or other legal entities over, under and across all or part of the property to be vacated and further agrees that if said easement is required, Petitioner shall convey said easement in compliance with this request prior to the actual Public Hearing. Further, Petitioner understands that if said easement is not granted, the Public Hearing may be continued or the Petition may be denied, at the discretion of the Board of County Commissioners.
3. The subject right-of-way is unopened right-of-way unmaintained right-of-way opened, maintained right-of-way (check all that apply). The closing of the right-of-way will not deprive the Petitioner the right of access to his/her/their property, nor will it deprive any other person(s) of access to his/her/their property.
4. The subject right-of-way is not a part of a state or federal highway and is not located within the corporate limits of any municipality.
5. Petitioner acknowledges that the act of vacating the subject right-of-way does not necessarily grant ownership rights in the property vacated to the abutting property owners and that decisions regarding the distribution of vacated property shall not be made by the Board of County Commissioners or any of its Departments, Divisions or employees. Upon vacation of the subject right-of-way, the Polk County Property Appraiser's Office will distribute the subject right-of-way in accordance with historical records and applicable Florida Statutes but further legal action may be required to fully clear title to the property. By granting the Petition to vacate right-of-way, the Board of County Commissioners is in no way certifying, declaring or guaranteeing legal title to the vacated right-of-way to the Petitioner or any other persons.

WHEREFORE, the undersigned Petitioner requests the Board of County Commissioners of Polk County, Florida, adopt a Resolution setting a time and place for a public hearing, and, after due notice thereof, adopt a Resolution vacating, abandoning, discontinuing and closing the right-of-way described, renouncing and disclaiming any rights of the County and the Public in and to the subject right-of-way and to any lands in connection therewith, in accordance with the provisions of Section 336.09 and Section 336.10 of the Florida Statutes.

DATED THIS 24 day of June, 2025.

HERIBERTO OTERO JIMENEZ
Petitioner Name

418 FLORIDA AVE.
Address

DAVENPORT, FL 33896
City/State/Zip

Phone 863-206-8996

[Signature]
Petitioner's Signature

SHARON OTERO
Petitioner Name

418 FLORIDA AVE
Address

DAVENPORT, FL 33896
City/State/Zip

Phone 516-818-3007

[Signature]
Petitioner's Signature

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 24 day of June, 2025, by Sharon Otero + Heriberto Jimenez, who is / are personally known to me or who has / have produced FL DL 0237-159-400-0 Puerto Rico DL as identification and who did / did not take an oath.
1683027

[Signature]
Notary Public
My Commission Expires: _____
Commission No.: _____



EXHIBIT "A"

ALL THAT PLATTED ALLEYWAY LYING EAST OF LOTS 3 AND 14, AND WEST OF LOTS 4 THROUGH 13, BLOCK 20; AND THAT PORTION OF THE PLATTED ALLEYWAY LYING SOUTH OF LOTS 1 THROUGH 11 AND NORTH OF LOTS 12 THROUGH 22, BLOCK 21, LESS AND EXCEPT THE WESTERLY 20.0 FEET THEREOF; ALL ACCORDING TO THE PLAT OF FIELDS MAP OF SURVEY OF THE TOWN OF LOUGHMAN, FLORIDA, AS RECORDED IN PLAT BOOK 6, PAGE 37, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

RESOLUTION NO. 2025-_____

VACATING AND CLOSING PORTIONS OF PLATTED, UNOPENED, AND UNMAINTAINED RIGHTS-OF-WAY AS SHOWN ON FIELDS MAP OF SURVEY OF THE TOWN OF LOUGHMAN, POLK COUNTY, FLORIDA.

WHEREAS, the petition of Heriberto Otero Jimenez and Sharon Otero, requesting that the Board of County Commissioners of Polk County, Florida, vacate, abandon, discontinue and close portions of platted, unopened, and unmaintained rights-of-way as shown on Fields Map of Survey of the Town of Loughman described as:

ALL THAT PLATTED ALLEYWAY LYING EAST OF LOTS 3 AND 14, AND WEST OF LOTS 4 THROUGH 13, BLOCK 20; AND THAT PORTION OF THE PLATTED ALLEYWAY LYING SOUTH OF LOTS 1 THROUGH 11 AND NORTH OF LOTS 12 THROUGH 22, BLOCK 21, LESS AND EXCEPT THE WESTERLY 20.0 FEET THEREOF; ALL ACCORDING TO THE PLAT OF FIELDS MAP OF SURVEY OF THE TOWN OF LOUGHMAN, FLORIDA, AS RECORDED IN PLAT BOOK 6, PAGE 37, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

And renounce and disclaim any right of the County and the public in and to said rights-of-way and the land in connection therewith, was duly presented to said Board at its regular meeting held on the 16th day of September, 2025; and

WHEREAS, notice of intention to apply to the Board of County Commissioners to close said rights-of-way was duly published in the Lakeland Sun, Lakeland, Florida, a newspaper of general circulation in Polk County, Florida; and

WHEREAS, a hearing has been held this 16th day of September, 2025, as provided in the above referred to notice, and after due weight, consideration and determination, it has been determined that the statutory requirements have been complied with and that the closing and abandoning of the rights-of-way described above will not adversely affect the ownership of any person, it being conclusively shown and demonstrated that said rights-of-way are no longer needed as right-of-way; and

WHEREAS, this action is found to be in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, that certain rights-of-way described above be and are hereby vacated, abandoned, discontinued, and closed and all rights of the County and the public in and to said rights-of-way and the land in connection therewith be and is hereby renounced.

ADOPTED this 16th day of September, 2025.



Polk County
Board of County Commissioners

Agenda Item O.3.

9/16/2025

SUBJECT

Public Hearing to consider adoption of a Resolution providing that the proposed Polk County Ag-Center serves a public purpose

DESCRIPTION

Chapter 288, Florida Statutes provides that the Florida Department of Agriculture and Consumer Services shall serve as the state agency responsible for screening applications for qualified agriculture and education facilities seeking state funding. Pursuant to that statute, applicants must certify by resolution, following a public hearing, that the proposed agriculture education and promotion facility serves a public purpose. Applications for state funding of the agriculture and education facility must be submitted by October 1st.

RECOMMENDATION

Adopt resolution providing that the proposed Polk County Ag-Center serves a public purpose and authorizes the filing of application for state funding for the Polk County Ag-Center.

FISCAL IMPACT

None.

CONTACT INFORMATION

Noah Milov, Assistant County Attorney

863-534-6730

RESOLUTION NO. 25-

The Establishment of a New Polk County Agri-Center and Certification that a New Polk County Agri-Center Serves a Public Purpose

WHEREAS, Polk County acknowledges the critical importance of offering diverse recreational and educational opportunities for all its citizens, particularly our youth; and recognizes the need to foster initiatives that enhance the quality of life and promote agricultural awareness within the community; and

WHEREAS, the establishment of a new Ag-Center will serve as a hub for “agricultural education and promotion,” benefiting all citizens of Polk County by providing a dedicated space for programs that highlight the significance of agriculture, horticulture, livestock, and equestrian activities; and

WHEREAS, in accordance with Florida Statute 288.1175, subsection 3, the term “agriculture education and promotion facility” refers to an exhibition hall, arena, civic center, exposition center, or other capital projects or facilities intended for exhibitions, demonstrations, trade shows, classrooms, civic events, and other activities that promote and educate the public on the state's agricultural resources; and

WHEREAS, the Board of County Commissioners (BOCC) actively encourages the collaboration of community organizations, local businesses, and volunteers in the development and operation of the new Polk County Ag-Center, a safe and inclusive facility that will foster constructive community engagement, provide valuable resources, and serve as a center for youth agricultural programming, personal development, leadership training, and overall community enrichment;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners fully supports the establishment of a new Polk County Ag-Center and is committed to its success in promoting agricultural education and community growth. The Board of County Commissioners, after a public hearing, hereby certifies that a new Polk County Ag-Center serves a public purpose as an agriculture education and promotion facility.

DATED this 16th day of September 2025

Attest:

Stacy M. Butterfield, CLERK

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman



Polk County
Board of County Commissioners

Agenda Item R.1.

9/16/2025

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2225.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2225 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 2225.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
alisonbrown@polk-county.net <<mailto:alisonholland@polk-county.net>>

BLANKET PROPERTY REMOVAL FORM # 2225

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: Zellman Baker
Fixed Asset Accounting Office of Clerk Auditor

Approved By _____
Chairman of the Board of County Commissioners

BoCC Approval Date: **9/16/2025**

Property # **57774** Asset # **101482**
Item: COMPUTER, DESKTOP HP SB Z4
Serial # MXL0273N9S Date Rec'd 7/23/2020 Cost \$2,141.14
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57833** Asset # **102346**
Item: WORKSTATION, COMPUTER HP SB Z4 G4 19
Serial # MXL0431S74 Date Rec'd 11/8/2020 Cost \$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57826** Asset # **102375**
Item: COMPUTER, LAPTOP HP ZBOOK FURY 17
Serial # CND0475D1S Date Rec'd 12/19/2020 Cost \$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57827** Asset # **102376**
Item: COMPUTER, LAPTOP HP ZBOOK FURY 17
Serial # CND0475D1Q Date Rec'd 12/19/2020 Cost \$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57817** Asset # **102387**
Item: COMPUTER, LAPTOP HP ZBOOK CREATE G7
Serial # CND0338K2H Date Rec'd 6/29/2021 Cost \$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59933** Asset # **105096**
Item: FREEZER TSX FREEZER
Serial # 1142410601220527 Date Rec'd 9/5/2022 Cost \$7,963.79
Reason for Request: EXTRAORDINARY

Property # **21243384** Asset # **107448**
Item: TRUCK, PICKUP FORD F-150
Serial # 1FTEW2KP7RKD56134 Date Rec'd 5/16/2024 Cost \$43,947.89
Reason for Request: EXTRAORDINARY

Property # **N0002270156** Asset # **57125**
Item: COMPRESSOR, AIR
Serial # 553707 Date Rec'd 5/15/1984 Cost \$1,700.00
Reason for Request: EXTRAORDINARY

Property # **N0000004942** Asset # **57464**
Item: CHAIR, EXAM
Serial # Date Rec'd 11/20/2005 Cost \$1,440.27
Reason for Request: EXTRAORDINARY

Property # **N0000360656** Asset # **57757**
Item: CABINET, X-RAY
Serial # Date Rec'd 11/21/1991 Cost \$1,730.00
Reason for Request: EXTRAORDINARY

Property # N0001250299	Asset # 57850	TITMUS	T25PPO-P	
Item: SIGHT VISION SCREENER		<i>Date Rec'd.</i> 9/18/1995	Cost	\$1,204.77
Serial # S-21200				
Reason for Request: EXTRAORDINARY				
Property # N0001250381	Asset # 57858	BIOMPEDIENCE		
Item: MACHINE, BIOMPEDIENCE (BODY FAT)		<i>Date Rec'd.</i> 3/27/2001	Cost	\$1,791.00
Serial #				
Reason for Request: EXTRAORDINARY				
Property # N0002001710	Asset # 57890			
Item: CRYO THERAPY UNIT		<i>Date Rec'd.</i> 10/3/1994	Cost	\$1,100.00
Serial # A-94-10-0				
Reason for Request: EXTRAORDINARY				
Property # 51155	Asset # 68868	MACAN	RADIO SURGE UNIT	
Item: DENTAL UNIT		<i>Date Rec'd.</i> 3/18/2008	Cost	\$1,197.29
Serial # 3515				
Reason for Request: EXTRAORDINARY				
Property # 51151	Asset # 69028	WELCH ALLYN	AM232	
Item: AUDIOMETER		<i>Date Rec'd.</i> 5/19/2008	Cost	\$1,130.00
Serial # AR082046				
Reason for Request: EXTRAORDINARY				
Property # 51163	Asset # 69146	MIDMARK	INSTR DELIVERY UNIT	
Item: DENTAL UNIT		<i>Date Rec'd.</i> 6/5/2008	Cost	\$3,990.00
Serial # V583584				
Reason for Request: EXTRAORDINARY				
Property # 51766	Asset # 70064	RITTER	M9 ULTRA CLAVE	
Item: AUTOCLAVE		<i>Date Rec'd.</i> 2/16/2009	Cost	\$3,917.50
Serial # V689714				
Reason for Request: EXTRAORDINARY				
Property # 51770	Asset # 70067	MARQUIS	IFOLD 100	
Item: FOLDING MACHINE		<i>Date Rec'd.</i> 2/26/2009	Cost	\$1,782.00
Serial # 301056				
Reason for Request: EXTRAORDINARY				
Property # 51828	Asset # 70219		APC SMART-UPS 3000VA	
Item: UPS(UNINTERRUPTED POWER SUPPLY)		<i>Date Rec'd.</i> 5/20/2009	Cost	\$1,299.00
Serial # SJS0850004062				
Reason for Request: EXTRAORDINARY				
Property # 51829	Asset # 70220		APC SMART-UPS 3000VA	
Item: UPS(UNINTERRUPTED POWER SUPPLY)		<i>Date Rec'd.</i> 5/20/2009	Cost	\$1,299.00
Serial # SJS0850004065				
Reason for Request: EXTRAORDINARY				
Property # 50092704	Asset # 74873	LARK	VT720TA/CARGO	
Item: CARGO TRLR		<i>Date Rec'd.</i> 2/16/2009	Cost	\$9,261.00
Serial # 5RTBE20249D013698				
Reason for Request: DONATE TO NON-PROFIT ORGANIZATION OR OTHER GOVT AGENCY				
Property # 53397	Asset # 75779	FUJITSU	FI 6230Z	
Item: SCANNER		<i>Date Rec'd.</i> 8/28/2012	Cost	\$1,908.00
Serial # 401249				
Reason for Request: EXTRAORDINARY				

Property # 54076	Asset # 79214	HON		
Item: DESK WITH HUTCH				
Serial # NONE		Date Rec'd. 4/24/2013	Cost	\$1,337.17
Reason for Request: EXTRAORDINARY				
Property # 53605	Asset # 88640	CISCO	CATALYST 2960X	
Item: SWITCH, IT				
Serial # FOC1807S2HV		Date Rec'd. 3/17/2014	Cost	\$3,200.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 54628	Asset # 89145	WARN	M15000	
Item: WINCH				
Serial # N/A		Date Rec'd. 9/16/2014	Cost	\$1,567.55
Reason for Request: DISPOSED OF W/MAIN COMPONENT - REMOVE FROM INVENTORY				
Property # 54671	Asset # 89318	ELIPAR	S-10	
Item: LIGHT, DENTAL				
Serial # 939112027176		Date Rec'd. 10/13/2014	Cost	\$1,218.75
Reason for Request: EXTRAORDINARY				
Property # 54744	Asset # 89644	AIRTEC	VACSTAR 50	
Item: DENTAL EQUIPMENT				
Serial # 15020014		Date Rec'd. 3/9/2015	Cost	\$3,977.00
Reason for Request: EXTRAORDINARY				
Property # 55398	Asset # 94890	DELL MICROSOFT	MICROSOFT SURFACE PRO	
Item: TABLET, IT				
Serial # 059875162453		Date Rec'd. 7/14/2016	Cost	\$2,020.65
Reason for Request: EXTRAORDINARY				
Property # 56060	Asset # 95882	AMX	MODERO S TABLETOP	
Item: MONITOR, IT				
Serial # 226506GX08H0079		Date Rec'd. 4/17/2017	Cost	\$1,274.56
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 56377	Asset # 95908	DELL	NETWORKING N2024P	
Item: SWITCH, IT				
Serial # 9BWYWC2		Date Rec'd. 6/5/2017	Cost	\$4,134.00
Reason for Request: EXTRAORDINARY				
Property # 56864	Asset # 96103	DELL	N2048P	
Item: SWITCH, IT				
Serial # 96B7XC2		Date Rec'd. 8/21/2017	Cost	\$2,306.80
Reason for Request: EXTRAORDINARY				
Property # 57225	Asset # 97174		SET OF 5	
Item: WORKSTATION, MODULAR				
Serial # NONE		Date Rec'd. 5/20/2018	Cost	\$6,430.73
Reason for Request: EXTRAORDINARY				
Property # 57623	Asset # 98462	DELL	PRECISION 5820 TOWER	
Item: COMPUTER, DESKTOP				
Serial # D5MR2W2		Date Rec'd. 4/10/2019	Cost	\$2,930.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
(33 detail records)				\$119,199.86



Polk County
Board of County Commissioners

Agenda Item R.2.

9/16/2025

SUBJECT

Approve an Agreement with Arrow Group Consulting, LLC. for lobbying services for fiscal year 2026. (\$240,000 one-time expense)

DESCRIPTION

Since 2006, Polk County has partnered with Arrow Group Consulting, LLC (formally Anfield Consulting, Inc.) to satisfy a wide variety of advocacy needs for Polk County. Arrow has assisted with a number of Polk County issues over the years and have yielded significant appropriations in capital investments among other areas of local government.

This Agreement is to continue our partnership with Arrow Group as they assist Polk County with lobbying services for all relevant issues before the State Legislature and the Executive Branch. In addition, Capital City Consulting (CCC) and The Vogel Group, will continue to be retained as strategic additions to the team that will help advance Polk County's agenda in upcoming legislative sessions. CCC and The Vogel Group include former agency heads and legislative committee professionals that will enhance the ability of the team to advocate for and respond to policy issues which may arise during the 2026 legislative season. The term of this agreement is for one (1) year beginning October 1, 2025, through September 30, 2026. The agreement fee is in the amount of \$240,000 which is the same fee as the previous years' agreement that was approved in September of 2024.

RECOMMENDATION

Request Board approve an Agreement for Professional Services with Arrow Group Consulting, LLC. for lobbying services for fiscal year 2026.

FISCAL IMPACT

Funds are budgeted and available in the Utilities and General funds.

CONTACT INFORMATION

Polk County, County Manager's Office
John M. Bohde
Deputy County Manager
(863) 534-6031



ARROWGROUP

AGREEMENT FOR PROFESSIONAL SERVICES

This contract for professional services (hereinafter referred to as “Agreement”) is by and between Arrow Group Consulting, LLC, a privately-owned limited liability company registered in the State of Florida (hereinafter referred to as “ARROW”), and the Polk County, a political subdivision of the State of Florida (hereinafter referred to as “CLIENT”). ARROW and CLIENT shall collectively be referred to as the “Parties.”

(1) Services: ARROW shall represent CLIENT for lobbying services before the government agencies of the Florida Executive Branch and the Florida Legislative Branch. Such representation includes the following.

- a. Assisting CLIENT with pre-session preparation;
- b. Assisting CLIENT with lobbying all relevant issues before the State Legislature and the Executive Branch including all relative agencies;
- c. Monitoring proposed legislation and legislative committee and staff activities directly related to the CLIENT’S interests;
- d. Organizing, as necessary, introductory meetings with key legislative members or other officials for the purpose of establishing relationships directly related to the CLIENT’S interests;
- e. Monitoring the activities of the Governor and the Governor’s agencies directly related to the CLIENT’S interests;
- f. Coordinating activities with other lobbyists and consultants to best influence the outcome of issues of common interests;
- g. Coordinating, arranging, and attending any meetings throughout the year with state leaders and CLIENT representatives; and
- f. Assisting CLIENT in the development of written position statements on matters of importance to CLIENT, and to distribute such position statements to members of appropriate legislative committees, as well as other legislators deemed appropriate by CLIENT and/or ARROW.

For the purposes of this Agreement, ARROW shall be assisted by Capital City Consulting, LLC and The Vogel Group, LLC, both limited liability corporations registered in the State of Florida. All representations made by the ARROW team on CLIENT’S behalf shall be subject to prior approval by CLIENT’S authorized representative, as assigned by the County Manager’s Office.



ARROWGROUP

(2) Disclosure: Please note this is not an engagement of Gunster, Yoakley & Stewart, PA. CLIENT acknowledges that Arrow is an affiliate of Gunster, Yoakley & Stewart (“Gunster”) and agrees that the engagement of Arrow under this agreement does not create an attorney-client relationship or any other relationship between CLIENT and Gunster or any of its attorneys. Rather, to the extent that CLIENT wishes to engage the services of Gunster or any of its attorneys to provide any legal representation or services, CLIENT may only do so through a separate, written engagement agreement directly with Gunster. By signing below, CLIENT further acknowledges that it has read this Agreement and agrees that for the purposes of avoidance of any doubt, the hiring of Arrow by CLIENT shall not, by itself, result in or give rise to any claim of conflict of interest against Gunster or any of its attorneys arising from Arrow’s engagement by CLIENT.

(3) Staffing: Primary responsibility for this engagement will initially be assumed by Kimberly Shugar with support from Alexandria Kernan, Rosanna Catalano and Edgar Fernandez. Because of various strengths in relationships and geographic areas of legislative members, other lobbyists may also be assigned to this matter. Staffing will depend primarily on the judgment of ARROW as to the experience and expertise required to properly provide the CLIENT with appropriate representation as detailed in this engagement.

(4) Term and Compensation: The term of this Agreement will commence on **October 1, 2025 and end September 30, 2026**. CLIENT will pay ARROW the sum total **Two Hundred Forty Thousand dollars (\$240,000.00)** to perform the services specified in Section (1) (the total sum may also be referred to as the “fee”). By mutual agreement, the fees will be paid monthly in twelve (12) installments in the amount of **Twenty Thousand (\$20,000.00)** with each fee payable monthly upon receipt of an electronic invoice from ARROW on the 15th day of the month. ARROW submits statements for services rendered and costs advanced on a monthly basis. Statements are to be paid in full within 30 days after receipt.

(5) Costs: The monthly fee payable to ARROW covers all incidental costs or fees related to services provided by subcontractors identified by ARROW and authorized by CLIENT for retention such as regular U.S. mail, copies, and telephone. However, ARROW shall be entitled to reimbursement in addition to the terms and fees stated herein for additional expenses, including but not limited to, business travel, lodging, meals, state or local lobbying registration or renewal fees, express mail costs, mass mailing, teleconference call charges, costs of preparing presentation materials needed to represent the CLIENT, and similar related costs during the term of the agreement. ARROW will discuss such expenditures with CLIENT and receive prior authorization before incurring them. These costs and the corresponding details will be included on each invoice.

(6) Issuance of Payments and Notice: CLIENT can remit payment by check or wire. Checks should be made payable to “The Arrow Group”, and sent to 777 South Flagler Drive, Suite 500



ARROWGROUP

East Tower, West Palm Beach, FL 33401. All written notices from CLIENT to ARROW shall also be sent to this address. Wire payment information is available at the bottom of all invoices.

Notices shall be provided to **Polk County** through direct mail at:

Mr. Bill Beasley
County Manager
330 W. Church Street
Bartow, FL 33830

Billing online shall be directed to **Polk County** via email to the following authorized accounting representative at the following email address: **billbeasley@polk-county.net**

(7) Renewal and Termination: This Agreement may be modified or extended only by a written document signed by both Parties. Conversely, either Party may terminate this Agreement prior to the date (if applicable) established in section (3) of this Agreement by providing written notice to the other Party thirty (30) days prior to the desired date of termination. CLIENT shall pay ARROW for any and all services and CLIENT approved expenses during the term of this Agreement up to and until the established date of termination. In the event of early termination, the final amount to be paid shall be established on a pro-rata basis based on number of business days in the calendar year. If monthly fee or retainer, if applicable, exceed the pro-rata amount due, ARROW shall remit the difference within 30 days of termination in a check or money order payable to: Polk County.

(8) Governing Law: This Agreement is executed in the State of Florida and shall be construed, interpreted, and governed by the laws of such state, and by all applicable laws of the United States of America.

(9) Severability: If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

(10) Registration and Reporting Requirements: In providing its services under this Agreement, ARROW and its staff will endeavor to maintain confidentiality regarding information relating to this representation where applicable. However, the services covered by this Agreement are lobbying services and ARROW, its staff, and the CLIENT will be subject to registration and reporting requirements, as are provided for in statutes and ordinances applicable to lobbying activities. Therefore, in complying with these requirements ARROW and its staff will register prior to undertaking any effort on the CLIENT's behalf with legislative, executive, or municipal members, staff, or employees. When registrations or other required reports, disclosures or



ARROWGROUP

responses are required, ARROW will timely furnish the CLIENT with copies of such forms, reports and responses and the CLIENT agrees to execute such documents as are required by law and otherwise cooperate in achieving compliance and the avoidance of penalties. Reporting will be made pursuant to the relevant portion of work between legislative and executive agency contact. By entering into this Agreement CLIENT hereby consents to making such registrations and disclosures as are legally required to comply with all applicable lobbying laws.

(11) Assignment: ARROW shall not assign any interest in this Agreement and shall not transfer any interest therein without prior written consent of CLIENT. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

(12) Independent Contractor: No employer/employee relationship is intended by the parties hereto, the relationship of ARROW to CLIENT being that of independent contractor. CLIENT will not be required to make payroll deductions or provide worker's compensation insurance or health benefits.

(13) Force Majeure: In no event shall ARROW be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, pandemic, epidemic, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that ARROW shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

(14) General Provisions: ARROW acknowledges and agrees to the Polk County General Terms and Conditions attached hereto as exhibit "A."

(15) Agreement Execution: The Parties, after reviewing, reading, and understanding the contents of this document, do hereby execute this Agreement by their respective signatures. This Agreement is effective as of the date of the last signature below.

For The Arrow Group:

Albert Balido, President

The foregoing has been accepted and agreed to this 3rd day of September, 2025.



ARROWGROUP

Polk County, a political subdivision of the State of Florida

Stacy M. Butterfield,
Clerk of the Board

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman,
Board of County Commissioners
Date: _____

Approved as to form and legal sufficiency:

County Attorney's Office

Exhibit “A”
Polk County General Terms and Conditions

For purpose of these general terms, the person or entity entering into the contract with Polk County, Florida, a political subdivision of the State of Florida shall be referenced as “Contractor” and by entering into an agreement with Polk County, the Contractor agrees to these general terms.

I. **Sovereign Immunity**. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of POLK COUNTY’S sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

II. Certification of Non-Scrutinized Company

A. Contractor hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- (i) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- (ii) Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
 - (a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - (b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Contractor was not on any of the Lists referenced in this subsection
 - (e), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- (iii) The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

(iv) The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:

(a) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

(v) The undersigned is duly authorized to execute this Certification by and on behalf of the Contractor.

III. PUBLIC MEETINGS AND RECORDS.

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

B. Without any manner limiting the generality of the foregoing, to the extent applicable, CONTRACTOR acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i). keep and maintain public records required by the COUNTY to perform the services required under this Contract;

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

(iii). ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the term of this Contract and following completion of this Contract if CONTRACTOR does not transfer the records to the COUNTY; and

(iv). upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

IV. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and

uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

V. Annual Appropriations

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

VI. Non-Discrimination

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

VII. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm,

other than bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

VIII. Public Entity Crimes

The Contractor understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the condition under Section 287.133, Florida Statutes applies to the Contractor, relating to conviction for a public entity crime.

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Albert Balido, President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Arrow Group Consulting, LLC
NONGOVERNMENTAL ENTITY



SIGNATURE

Albert Balido
PRINT NAME

President
TITLE

9/3/25
DATE



Polk County
Board of County Commissioners

Agenda Item R.3.

9/16/2025

SUBJECT

SET HEARING: (LDCD-2025-5 Bowling Green Sub-District) to consider the adoption of a Sub-District Change to change 1.02 +/- acres from Rural Cluster Center-Residential (RCC-R) to Rural Cluster Center-Commercial (RCC) in the Rural Development Area (RDA). The suggested adoption hearing date is October 7, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located west of U.S. Highway 17, north of Dixie Boulevard, south of Hillcrest Drive, east of Miner Avenue, north of the city of Bowling Green and Hardee County line in Section 33, Township 32, Range 25. State law requires one Planning Commission hearing, which will be held on September 10, 2025.

RECOMMENDATION

Request Board set the adoption hearing date for October 7, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
Land Development Division
(863) 534-6470
erikpeterson@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.4.

9/16/2025

SUBJECT

SET HEARING: (LDCPAS-2025-20 Willow Oak Fire Station CPA) to consider the adoption of a Small -Scale Comprehensive Plan Amendment to change the Future Land Use from Residential Suburban (RS) to Institutional (INST) on ±2.15 acres located within the Suburban Development Area (SDA). The suggested adoption hearing date is October 7, 2025, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request for property located at 4145 Willis Road, east of Willow Oak Road. West of Vicki Drive, south of Alimony Lane, and east of State Road 60, south of the city of Lakeland, north of the town of Mulberry in Section 33, Township 29, Range 23. State law requires one Planning Commission hearing, which will be on September 10, 2025.

RECOMMENDATION

Request Board set the adoption hearing date for October 7, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
Land Development Division
(863) 534-6470
erikpeterson@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.5.

9/16/2025

SUBJECT

SET HEARING: (LDCT-2025-13 Non-Phosphate Mining Text Amendment) to amend Chapter 2, Section 227, Filling and Excavating Land, and Chapter 3, Section 303, Criteria for Conditional Uses. The suggested hearing dates are for the first reading on October 7, 2025, at 9:15 a.m. and the adoption hearing date on October 21, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for an LDC Text Amendment to Chapter 2, Section 227, Filling and Excavating Land, and Chapter 3, Section 303, Criteria for Conditional Uses, to exempt fill material excavation associated with site management for a phosphate mine or phosphogypsum stack from non-phosphate mining requirements. State law requires one Planning Commission hearing, which will be held on September 10, 2025.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted.

RECOMMENDATION

Request Board set for the first reading on October 7, 2025, at 9:15 a.m., and the adoption hearing date on October 21, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance
Land Development Division
(863) 534-7621
ivannance@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.6.

9/16/2025

SUBJECT

Accept a one-year warranty and surety in the amount of \$200,317.41 in the form of Maintenance Bond No. FGAC25489 for Garden Hills at Providence PH 3.

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of \$200,317.41 in the form of Maintenance Bond No. FGAC25489, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Garden Hills at Providence PH 3 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 September 16, 2025, and ends on September 16, 2026.

RECOMMENDATION

Request Board to accept a one-year warranty expiring on September 16, 2026, and a Maintenance Bond in the amount of \$200,317.41 for Garden Hills at Providence PH 3.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Rita Karacson
Land Development
863-534-6794
ritakaracson@polk-county.net

Sanitary Manhole Drop Connection	1	EA	\$2,300.00	\$2,300.00
TOTAL WASTEWATER				\$677,206.00

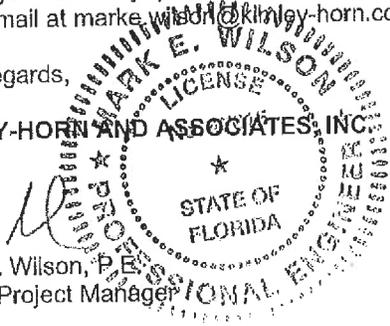
RECLAIMED WATER	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
10" PVC Pipe	682	LF	\$70.00	\$47,740.00
6" Gate Valves	2	EA	\$2,475.00	\$4,950.00
6" PVC Pipe	227	LF	\$32.00	\$7,264.00
8" Gate Valves	10	EA	\$3,194.00	\$31,940.00
8" PVC Pipe	4,865	LF	\$47.00	\$228,655.00
Miscellaneous Fittings	1	LS	\$77,600.00	\$77,600.00
Single Service Assembly	75	EA	\$1,243.00	\$93,225.00
8" DR-18 PVC Reuse (Offsite)	2,365	LF	\$60.00	\$141,900.00
8" Gate Valves (Offsite)	2	EA	\$3,280.00	\$6,560.00
Double Service Assembly	43	EA	\$1,961.00	\$84,323.00
TOTAL RECLAIMED WATER				\$724,157.00
PROJECT GRAND TOTAL				\$2,003,174.13
10%				\$200,317.41

Should you have any questions or require additional information, please contact me at 863-226-6863 or via email at mark.wilson@kimley-horn.com.

Best Regards,

KIMLEY-HORN AND ASSOCIATES, INC.

Mark E. Wilson, P.E.
Senior Project Manager



FIDELITY GUARANTY AND ACCEPTANCE CORP
FIDELITY GUARANTY AND ACCEPTANCE CORP



5505 WATERFORD DISTRICT DRIVE 7TH FLOOR WEST MIAMI, FLORIDA 33126

P.H.O.N.E. (305) 553-8724

JULY 1, 2025

IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-25489

BENEFICIARY: POLK COUNTY
330 WEST CHURCH STREET
BARTOW, FL 33830

APPLICANT: LENNAR HOMES, LLC
6675 WESTWOOD BOULEVARD, 5TH FLOOR
ORLANDO, FL 32821

LC AMOUNT: USD 5200,317.41 (TWO HUNDRED THOUSAND THREE HUNDRED SEVENTEEN AND 41/100 US DOLLARS)

EXPIRATION DATE: JUNE 30, 2026 AT OUR COUNTERS

RE: GARDEN HILLS AT PROVIDENCE - PHASE 3

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-25489 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF LENNAR HOMES, LLC IN AN AGGREGATE AMOUNT NOT TO EXCEED THE LC AMOUNT.

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT(S) DRAWN AT SIGHT ON FIDELITY GUARANTY AND ACCEPTANCE CORP DULY SIGNED AND MARKED: "DRAWN UNDER FIDELITY GUARANTY AND ACCEPTANCE CORP LETTER OF CREDIT NO. FGAC-25489 DATED JULY 1, 2025" WHEN ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY, AND THE FOLLOWING DOCUMENT(S):

BENEFICIARY'S CERTIFICATE DULY SIGNED AND DATED BY AN AUTHORIZED OFFICER OF POLK COUNTY SIGNING AS SUCH ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS:

(i) THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF THE FAILURE OF LENNAR HOMES, LLC TO MAINTAIN THE IMPROVEMENTS FOR GARDEN HILLS AT PROVIDENCE - PHASE 3, PURSUANT TO THE POLK COUNTY LAND DEVELOPMENT CODE (THE "CODE") AND UNDER THE ENGINEER'S COST ESTIMATE DATED JUNE 9, 2025 PREPARED BY KIMLEY-HORN AND ASSOCIATES, INC.; (ii) THAT LENNAR HOMES, LLC HAS BEEN GIVEN WRITTEN NOTICE BY POLK COUNTY DESCRIBING THE EVENT OR CONDITION OF SUCH DEFAULT IN REASONABLE DETAIL BY CERTIFIED MAIL RETURN RECEIPT REQUESTED; (iii) THE DEFAULT HAS NOT BEEN CURED WITHIN THE CURE PERIOD PROVIDED FOR THEREIN, IF ANY; AND (iv) THAT POLK COUNTY IS NOT IN DEFAULT UNDER THE TERMS AND CONDITIONS OF THE CODE AND AS SUCH IS ENTITLED TO BE PAID THE PROCEEDS OF THIS LETTER OF CREDIT UNDER THE TERMS OF THE CODE.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH DATE WE SHALL NOTIFY YOU BY REGISTERED OR CERTIFIED MAIL OR COURIER OR HAND DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

WE HEREBY ENGAGE WITH BENEFICIARY THAT ALL SIGHT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN TO FIDELITY GUARANTY AND ACCEPTANCE CORP, 5505 WATERFORD DISTRICT DRIVE, 7TH FLOOR WEST, MIAMI, FL 33126, IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE. PRESENTATIONS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY FEDERAL EXPRESS OR ANY OTHER NATIONALLY RECOGNIZED COURIER COMPANY.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (*ISBP98).

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP

WILLIAM O'REARDON, AUTHORIZED AGENT



Polk County
Board of County Commissioners

Agenda Item R.7.

9/16/2025

SUBJECT

Accept a one-year warranty and surety in the amount of \$25,752.08 in the form of Maintenance Bond No. DUA003469 for Hawthorne Phase 3 Driveway.

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of \$25,752.08 in the form of Maintenance Bond No. DUA003469, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Hawthorne Phase 3 Driveway 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 September 16, 2025, and ends on September 16, 2026.

RECOMMENDATION

Request Board accept a one-year warranty expiring on September 16, 2026, and a cash surety in the amount of \$25,752.08 for Hawthorne Phase 3 Driveway.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Rita Karacson
Land Development
863-534-6794
ritakaracson@polk-county.net

COMMERCIAL MAINTENANCE BOND

Bond No. DUA003469

KNOWN ALL MEN BY THESE PRESENTS, That we, Forestar (USA) Real Estate Group Inc., as Principal, and AXIS Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of IL 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 Twenty Five Thousand Seven Hundred Fifty Two and 08/100 (\$ 25,752.08) 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 Hawthorne Ranch Phase 3 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.

Initials 

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:

AXIS Insurance Company
10000 AVALON BOULEVARD, SUITE 200
ALPHARETTA, GA 30009

The Principal at:

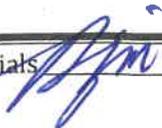
Forestar (USA) Real Estate Group Inc.
2221 E Lamar Blvd, Suite 790
Arlington, TX 76006

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.

Initials



Page 2 of 3

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 8th day of April, 2025.

[Signature]
Witness

Lincoln Worstler
Printed Name

[Signature]
Witness

[Signature]
Printed Name

[Signature]
Witness

Jynell Whitehead
Printed Name

[Signature]
Witness

Amy Waugh
Printed Name

PRINCIPAL:

Forestar (USA) Real Estate Group Inc.
Name of Corporation

By: [Signature]

Alex Madison
Printed Name

Title: Division President
(SEAL)

SURETY:

AXIS Insurance Company
Name of Corporation

By: [Signature]

Noah William Pierce
Printed Name

Title: Attorney-In-Fact
(SEAL)



Initials [Signature]

POWER OF ATTORNEY

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

Kyle Williams, Noah William Pierce, Bryan M Caneschi, Catherine Thompson, Jynell Marie Whitehead, and Lisa A. Pless.

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By: [Signature]
Printed Name: Andrew M. Weissert
Title: Senior Vice President



STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

[Signature]
Notary Public



CERTIFICATION

I, Frances R. Mathis, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 8th day of April, 2025.

By: [Signature]
Printed Name: Frances R. Mathis
Title: Assistant Secretary



**HAWTHORNE PH 3 INFRASTRUCTURE
POLK COUNTY
MAINTENANCE BOND**



Date: 02/24/25

Rev'd Date:

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
OFFSITE ROADWAY					
1	Full Depth Limerock Base	1,910	SY	\$ 53.35	\$ 101,898.50
2	2.5" SP-12.5 Asphalt Widen	1,465	SY	\$ 26.70	\$ 39,115.50
3	1" FC-12.5 Asphalt Overlay	1,805	SY	\$ 22.55	\$ 40,702.75
4	Type F Curb	360	LF	\$ 24.00	\$ 8,640.00
5	5' Sidewalk	650	SF	\$ 7.55	\$ 4,907.50
6	8' Sidewalk	845	SF	\$ 9.75	\$ 8,238.75
7	Handicap Ramps	2	EA	\$ 1,450.00	\$ 2,900.00
8	ROW Restoration	2,250	SY	\$ 3.90	\$ 8,775.00
9	Signage & Striping	1	LS	\$ 10,950.00	\$ 10,950.00
OFFSITE STORM					
1	14" x 23" ERCP	135	LF	\$ 139.05	\$ 18,771.75
2	19" x 30" ERCP	40	LF	\$ 180.90	\$ 7,236.00
3	14" x 23" MES	2	LF	\$ 1,660.00	\$ 3,320.00
4	19" x 30" MES	1	LF	\$ 2,065.00	\$ 2,065.00
TOTAL OFFSITE					\$ 257,520.75

POLK COUNTY MAINTENANCE BOND @ 10%

\$ 25,752.08



Digitally signed by Christopher J Allen
Reason: This item has been digitally
signed and sealed by Christopher J
Allen PE on the date adjacent to the
seal. Printed copies of this document
are not considered signed and sealed
and the signature must be verified on
any electronic copies.
Date: 2025.02.24 09:53:59-05'00'

Christopher J Allen, P.E. Florida Registration No. 77719
Project Manager
Dewberry Engineers Inc.
800 N. Magnolia Ave. Ste. 1000
Orlando, Florida 32803
Certificate of Authorization No. 8794

Date



Polk County
Board of County Commissioners

Agenda Item R.8.

9/16/2025

SUBJECT

Accept Performance Surety in the amount of \$950,983.00 in the form of Performance Bond No. 75003684 for East Ashton BLVD.

DESCRIPTION

This request is to accept Performance Surety Bond No. 75003684 in the amount of \$950,983.00 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. 75003684 in the amount of \$950,983.00 for East Ashton BLVD.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Rita Karacson
Land Development
863-534-6794
ritakaracson@polk-county.net

**Maringa Valley Townhomes
Winter Haven, Florida
East Ashton Boulevard Construction Cost Estimate**

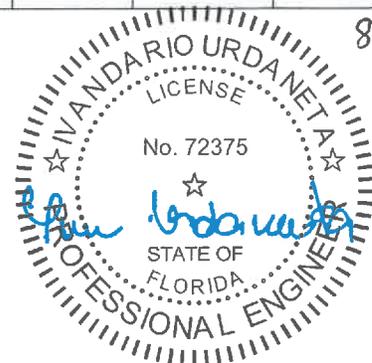


DATE: 04/09/2025

SPEC REFERENCE NUMBER	BID ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	1.05.00	MOBILIZATION				
	1.05.01	MOBILIZATION (INCLUDES TEMPORARY CONSTRUCTION ENTRANCE)	LS	1	\$45,000.00	\$45,000.00
	1.06.00	MAINTENANCE OF TRAFFIC				
	1.06.01	MAINTENANCE OF TRAFFIC	LS	1	\$5,500.00	\$5,500.00
	1.07.00	CLEARING AND DEMOLITION				
	1.07.01	EROSION AND SILTATION CONTROL	LF	2,550	\$5.50	\$14,025.00
	1.07.02	CLEARING AND GRUBBING	AC	2	\$5,130.00	\$10,260.00
	1.07.03	STORM INLETS PROTECTION	EA	7	\$450.00	\$3,150.00
	1.08.00	EARTHWORK				
	1.08.01	REMOVAL OF UNSUITABLE MATERIAL	CY	1,100	\$24.00	\$26,400.00
	1.08.02	SUITABLE FILL MATERIAL	CY	150	\$213.00	\$31,950.00
	1.08.03	SITE GRADING	LS	1	\$22,000.00	\$22,000.00
	1.09.00	STORM DRAINAGE				
	1.09.01	18" HDPE	LF	128	\$65.00	\$8,320.00
	1.09.02	24" HDPE	LF	456	\$95.00	\$43,320.00
	1.09.03	30" HDPE	LF	100	\$130.00	\$13,000.00
	1.09.04	FDOT TYPE 4 CURB INLET	EA	6	\$5,985.00	\$35,910.00
	1.09.05	STORM MANHOLE	EA	1	\$2,850.00	\$2,850.00
	1.11.00	ROADWAY AND PARKING				
	1.11.01	12" TYPE B STABILIZATION	SY	6,975	\$8.50	\$59,287.50
	1.11.02	6" LIMEROCK BASE (LBR 100)	SY	6,850	\$17.10	\$117,135.00
	1.11.03	1.5" TYPE SP 12.5 ASPHALT (TRAFFIC LEVEL B)	SY	6,625	\$22.00	\$145,750.00
	1.11.04	TYPE D CURB (LANDSCAPE ISLANDS)	LF	1,136	\$24.46	\$27,786.56
	1.11.05	VALLEY GUTTER ROADWAY CURB	LF	2,720	\$35.65	\$96,968.00
	1.11.06	CONCRETE SIDEWALK (4"THICK) INCLUDES DETECTABLE WARNINGS	SF	13,530	\$10.75	\$145,447.50
	1.12.00	PAVING MARKINGS AND SIGNAGE				
	1.12.01	STOP SIGNS	EA	4	\$621.30	\$2,485.20
	1.12.02	STREET SIGNS	EA	4	\$621.30	\$2,485.20
	1.12.03	PAVEMENT MARKINGS	LS	1	\$5,500.00	\$5,500.00
		TOTAL CONSTRUCTION COST (2025)				\$864,529.96

10%
Total

86,453
950,983



IVAN URDANETA
Digitally signed by IVAN URDANETA
DN: cn=IVAN URDANETA,
o=Qualifier=AD141DC00001934EA367C30004F382,
OU=Unath/Asp, C=US
Date: 2024.04.09 15:22:15-0400



Letter of Credit and Trade Services
7701 Airport Center DR, Suite 2600
Greensboro, NC 27409
Tel: 800-951-7847
Fax: 336-605-5830
SWIFT: BRBTUS33GBO

IRREVOCABLE STANDBY LETTER OF CREDIT 75003684

AUGUST 01, 2025

APPLICANT:
ASHTON LAND DEVELOPMENT LLC
1120 CARLTON AVE STE 1300
LAKE WALES, FL 33853

BENEFICIARY:
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830

FOR: USD 950,983.00 (US DOLLARS NINE HUNDRED FIFTY THOUSAND NINE HUNDRED EIGHTY THREE)

DATE OF EXPIRATION: 8/1/2026
PLACE OF EXPIRATION: OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 75003684 IN YOUR FAVOR FOR ACCOUNT OF THE ABOVE-REFERENCED APPLICANT AVAILABLE BY YOUR DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE WHEN ACCOMPANIED BY THIS LETTER OF CREDIT.

ALL DRAFTS MUST REFERENCE THIS NUMBER AND ISSUE DATE OF THIS CREDIT.

THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 PUBLICATION 590.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO THE BELOW ADDRESS ON OR BEFORE AUGUST 1, 2026.

ALL DOCUMENTS ARE TO BE REMITTED TO:
TRUIST BANK, LETTER OF CREDIT DEPARTMENT, 7701 AIRPORT CENTER DRIVE,
SUITE 2600, GREENSBORO, NC 27409.

UNLESS OTHERWISE INSTRUCTED HEREIN, ALL CORRESPONDENCE AND INQUIRIES REGARDING THIS TRANSACTION SHOULD BE DIRECTED TO OUR LETTER OF CREDIT AND TRADE SERVICES CUSTOMER SERVICE CENTER AT THE ADDRESS PROVIDED IN THIS LETTER. PLEASE INDICATE OUR REFERENCE NUMBER IN ALL YOUR CORRESPONDENCE OR TELEPHONE INQUIRIES.

SINCERELY,
TRUIST BANK



AUTHORIZED SIGNATURE

Keisha G. Callands A.V.P.

PRINTED NAME AND TITLE



Letter of Credit and Trade Services
7701 Airport Center DR, Suite 2600
Greensboro, NC 27409
Tel: 800-951-7847
Fax: 336-605-5830
SWIFT: BRBTUS33GBO



Polk County
Board of County Commissioners

Agenda Item R.9.

9/16/2025

SUBJECT

Accept Performance Surety in the amount of \$26,633.75 in the form of Performance Bond No. FGAC25556 for Hunt Club Grove South PH 1.

DESCRIPTION

This request is to accept Performance Surety Bond No. FGAC25556 in the amount of \$26,633.75 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 FGAC25556 in the amount of \$ 26,633.75 for Hunt Club Grove South PH 1.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Rita Karacson
Land Development
863-534-6794
ritakaracson@polk-county.net

ENGINEER'S FINAL COST OF CONSTRUCTION							
DAVE SCHMITT ENGINEERING, INC.							
PROJECT NAME: Hunt Club Grove- South							
Subj:	Cost Phase1 - ROW					Created:	4/24/2025
Proj No:	CBD-9					Updated :	
Prep. By:	MA						
Chkd. By:	CS						
ACCOUNT CODE	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	EST QTY	CONST. COST	
SITE PREPARATION							
		Site Work					
	1	12" HDPE Direction Drill	LF	\$125.00	53.7	\$6,712.50	
	2	10"x10" Wet Tap Sleeve Valve	EA	\$5,000.00	1	\$5,000.00	
	3	Connection To Ex 10" WM	EA	\$7,500.00	1	\$7,500.00	
	4	ROW Restoration	LS	\$5,000.00	1	\$5,000.00	
		Subtotal Site Work				\$24,212.50	
		CONTINGENCY FEE	10%			\$2,421.25	
		TOTAL SITE WORK	100%			\$24,212.50	
		GRAND TOTAL SITE WORK	110%			\$26,633.75	



FIDELITY GUARANTY AND ACCEPTANCE CORP
FIDELITY GUARANTY AND ACCEPTANCE CORP



550.5 WATERFORD DISTRICT DRIVE, 7TH FLOOR, WEST MIAMI, FL 33126

PHONE: (305) 553-8724

JULY 30, 2025

IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-25556

**BENEFICIARY: POLK COUNTY
330 WEST CHURCH STREET
BARTOW, FL 33830**

**APPLICANT: LENNAR HOMES, LLC
6675 WESTWOOD BOULEVARD, 5TH FLOOR
ORLANDO, FL 32821**

LC AMOUNT: USD \$26,633.75 (TWENTY-SIX THOUSAND SIX HUNDRED THIRTY-THREE AND 75/100 US DOLLARS)

EXPIRATION DATE: JULY 29, 2026 AT OUR COUNTERS

RE: HUNT CLUB GROVE SOUTH PH 1 LDROW-2025-10

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-25556 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF LENNAR HOMES, LLC IN AN AGGREGATE AMOUNT NOT TO EXCEED THE LC AMOUNT.

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT(S) DRAWN AT SIGHT ON FIDELITY GUARANTY AND ACCEPTANCE CORP, DULY SIGNED AND MARKED: "DRAWN UNDER FIDELITY GUARANTY AND ACCEPTANCE CORP, LETTER OF CREDIT NO. FGAC-25556 DATED JULY 30, 2025" WHEN ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY, AND THE FOLLOWING DOCUMENT(S):

BENEFICIARY'S CERTIFICATE DULY SIGNED AND DATED BY AN AUTHORIZED OFFICER OF POLK COUNTY SIGNING AS SUCH ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS:

(i) THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF THE FAILURE OF LENNAR HOMES, LLC TO COMPLETE THE INSTALLATION OF THE IMPROVEMENTS FOR HUNT CLUB GROVE SOUTH PURSUANT TO THE POLK COUNTY LAND DEVELOPMENT CODE (THE "CODE") AND UNDER THE ENGINEER'S COST ESTIMATE DATED APRIL 24, 2025 PREPARED BY DAVE SCHMITT ENGINEERING, INC.; (ii) THAT LENNAR HOMES, LLC HAS BEEN GIVEN WRITTEN NOTICE BY POLK COUNTY DESCRIBING THE EVENT OR CONDITION OF SUCH DEFAULT IN REASONABLE DETAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED; (iii) THE DEFAULT HAS NOT BEEN CURED WITHIN THE CURE PERIOD PROVIDED FOR THEREIN, IF ANY; AND (iv) THAT POLK COUNTY IS NOT IN DEFAULT UNDER THE TERMS AND CONDITIONS OF THE CODE AND AS SUCH IS ENTITLED TO BE PAID THE PROCEEDS OF THIS LETTER OF CREDIT UNDER THE TERMS OF THE CODE.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH DATE WE SHALL NOTIFY YOU BY REGISTERED OR CERTIFIED MAIL OR COURIER OR HAND-DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

WE HEREBY ENGAGE WITH BENEFICIARY THAT ALL SIGHT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN TO FIDELITY GUARANTY AND ACCEPTANCE CORP, 550.5 WATERFORD DISTRICT DRIVE, 7TH FLOOR, WEST MIAMI, FL 33126, IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE. PRESENTATIONS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY FEDERAL EXPRESS OR ANY OTHER NATIONALLY RECOGNIZED COURIER COMPANY.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE - PUBLICATION NO. 590 (TSP98).

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP

WILLIAM O'REARDON, AUTHORIZED AGENT



Polk County
Board of County Commissioners

Agenda Item R.10.

9/16/2025

SUBJECT

Accept Performance Surety in the amount of \$11,849.25 in the form of Performance Bond No. 3002247 for Jernigan Building.

DESCRIPTION

This request is to accept Performance Surety Bond No. 3002247 in the amount of \$11,849.25 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. 3002247 in the amount of \$11,849.25 for Jernigan Building.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net

COMMERCIAL PERFORMANCE BOND

Bond No. 3002247

KNOWN ALL MEN BY THESE PRESENTS, That we, TB Repairs Inc, as Principal, and Harco National Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of North Carolina 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 Eleven Thousand, Eight Hundred Forty Nine and 25/100 (\$ 11,849.25) 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 Project No. LDNON-2024-99 , K-Ville Row Improvements project located at Offsite Polk County Row Along K-Ville Avenue ^{Jernigan Building} (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 08/15/2026, or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (the “Coverage Period”). The Surety shall not terminate this Bond until the Coverage Period has ended.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the required Improvements within the time specified in Paragraph 1, above, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.
3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and

the Surety shall forthwith pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.
5. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety:

Harco National Insurance Company
702 Oberlin Rd.
Raleigh, NC 27605

The Principal:

TB Repairs Inc
2318 Hurst Rd
Auburndale, FL 33823

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.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 3002247

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

JEREMY CRAWFORD

Golden Valley, MN

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, 2024



STATE OF NEW JERSEY
County of Essex

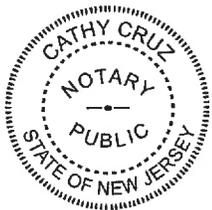
Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2024, 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.



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, August 15, 2025

A02712

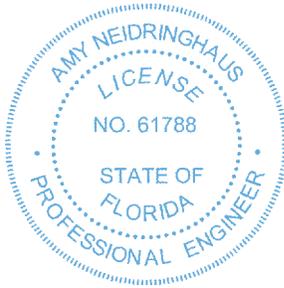
Irene Martins, Assistant Secretary

JERNIGAN BUILDING - COST ESTIMATE FOR K-VILLE ROW IMPROVEMENTS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY TO COMPLETE</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>BALANCE TO COMPLETE</u>
<u>I. OFFSITE POLK COUNTY ROW ALONG K-VILLE AVENUE</u>					
1	Mobilization	1.00	Lump Sum	\$3,000.00	\$3,000.00
2	Maintenance of Traffic	1	Lump Sum	\$2,500.00	\$2,500.00
3	Construction Stakeout	1	Lump Sum	\$1,000.00	\$1,000.00
4	Silt Fencing	1	Lump Sum	\$500.00	\$500.00
5	Clearing & Grubbing	1	Lump Sum	\$500.00	\$500.00
6	8" Type B Stabilized Subbase	20	S.Y.	\$30.00	\$600.00
7	8" Crushed Concrete Base, LBR 150	20	S.Y.	\$60.00	\$1,200.00
8	6" Concrete Sidewalk, 3000 PSI	17	S.Y.	\$105.00	\$1,785.00
9	R/W Restoration	20	S.Y.	\$10.00	\$200.00
Total Offsite:					\$11,285.00
Add 5% Contingency					\$564.25
Grand Total:					\$11,849.25

I certify that **\$11,849.25** represents a reasonable amount to complete the improvements shown on the plans. Polk County Project Number LDNON-2024-99 (Jernigan Building)

Prepared by: Amy Neidringhaus, PE Validus Engineering Group, LLC



Amy Neidringhaus, State of Florida, Professional Engineer, License No. 61788. This item has been digitally signed and sealed by Amy Neidringhaus on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
2025.01.07 20:59:29 -05'00'

Amy Neidringhaus, PE #61788



Polk County
Board of County Commissioners

Agenda Item R.11.

9/16/2025

SUBJECT

Approve Interlocal Agreement for Countywide Transit System with the Lakeland Area Mass Transit District (\$4,200,000 expense)

DESCRIPTION

The Lakeland Area Mass Transit District (the "District") and the County have been entering into annual Interlocal Agreements for the operation and management of all transit services previously conducted by the County, in the unincorporated area of Polk County, as well as certain mutually-agreed upon transit routes since FY 15/16. The proposed annual agreement for the fiscal year of October 1, 2025 through September 30, 2026 was approved by the District's Board of Directors on August 27, 2025. It requires the County to pay the District an amount not to exceed \$4,200,000 in local matching funds for state and federal grants, mutually-agreed upon routes, and administrative expenses to provide the transit services formerly provided by the County. The County must pay the district the full agreement amount by October 15, 2025.

RECOMMENDATION

Recommend Board approve the Interlocal Agreement with the District to provide funding for the Countywide transit system for FY 25/26.

FISCAL IMPACT

Funds are included in the General Fund within the FY 25/26 budget as adopted on September 15, 2025.

CONTACT INFORMATION

Christia Johnson
Budget & Management Services Director
863-534-5985
christiajohnson@polk-county.net

**INTERLOCAL AGREEMENT
FOR
COUNTYWIDE TRANSIT SYSTEM**

This Interlocal Agreement ("this Agreement") is made and entered into, as of the 1st day of October 2025 by and between Polk County, a political subdivision of the State of Florida (the "County"), and the Lakeland Area Mass Transit District, an independent special district (the "District").

WITNESSETH:

WHEREAS, the Polk Transit Authority was created under Chapter 2007-275, Laws of Florida, with the stated purpose to provide for the consolidation of transit services in Polk County and to provide for the transition to a countywide transit system; and

WHEREAS, the District is a public transportation operator in the Lakeland Urbanized Area and elsewhere in Polk County; and

WHEREAS, the District operates and manages all transit services in Polk County; and

WHEREAS, the District has the power to contract with federal, state, and local governmental agencies, private companies, and individuals concerning the establishment, operation, and maintenance of public mass transportation systems; and

WHEREAS, the District and the County previously entered into an Interlocal Agreement for the transition of the operation and management of all transit services from the County to the District; and

WHEREAS, the County has successfully transferred all beneficial interest in any and all transit grants it previously received to the District, as the new beneficiary; and

WHEREAS, many federal and state grants that provide funding for transit services require local governments to contribute funds as a condition for awarding the grants; and

WHEREAS, for the October 1, 2025 - September 30, 2026 fiscal year (the "Agreement Year") the County has agreed to provide the District an aggregate amount not to exceed \$4,200,000 to be used as the local government contribution toward those Services the District will provide as described in Section 2, below;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Management and Operation of Transit Services. The District shall manage and operate transit routes within Polk County, Florida pursuant to the routes, service hours, frequency, miles, and vehicle assignments the District determines (collectively, the "Services"). The District and the County recognize the importance of transit agencies providing assistance during crisis situations. The District agrees to be the lead agency identified in the Polk County Comprehensive Emergency Management plan to perform vital services such as transportation of special needs clients, evacuation of victims, and transport of emergency personnel. The District will continue to have access to the County's Public Safety Radio System for transit operations. The County will provide the District with radio technical support for the Emergency Management Division radio services program as more fully described in prior County resolutions addressing the matter.
3. County Funding for Management and Operation of Transit Services.
 - a. The County agrees to pay the District an amount not to exceed \$4,200,000 (the "Contract Funds") as further specified in Attachment A, attached hereto and incorporated herein by reference. The Contract Funds represent the total actual costs (collectively, the "Services Costs") the District anticipates are required during the Agreement Term for the following: (i) the local matching funds for the state and federal grants for transit services within the unincorporated areas of Polk County not lying within the District's boundaries, (ii) certain mutually agreed transit routes, and (iii) an amount, not to exceed twenty percent (20%) of the aggregate amount the County provides the District for the local matching funds and mutually agreed routes, for the actual administrative expenses the District incurs to provide the transit services formerly provided by the County. The Contract Funds will be provided to the District on October 15, 2025.
 - b. The District shall submit to the County within 30 days after the end of each quarter, starting in January 2026, documentation of grant submittals to any grantors for which County provides cash match (FDOT, FTA) for expense reimbursements. Documentation shall include grantor approval and/or proof of reimbursement.

- c. The District shall not now, or in the future expend or retain any funds provided by the County under this Agreement for accrued pension liabilities, or, except as stated in this Section 3. c. for an expense that does not represent an actual disbursement of funds. If at the end of an Agreement Year there are unspent Contract Funds (the “Excess County Funds”) because the total actual Services Costs were less than the amount the District anticipated when entering this Agreement, then subject to the account balance amount limitation described in this section, the District may deposit and retain the Excess County Funds in a separate reserve account (the Services Costs Reserve Account”) dedicated solely to paying any Services Costs shortfalls the District incurs during future Agreement Years. If it deposits any Excess County Funds into the Services Costs Reserve Account, then the District shall deliver written notice of the deposit to the County within thirty (30) days after doing so. The Services Costs Reserve Account balance shall not exceed one hundred fifty thousand dollars (\$150,000.00) at any time. If the deposit of any portion of Excess County Funds from an Agreement Year would increase the Services Costs Reserve Account balance over the one hundred fifty thousand dollar (\$150,000.00) limit, then the District shall refund that portion of the Excess County Funds to the County no later than the date stated in Section 3. d., below.
- d. The District shall make financial records available to the County staff, the Inspector General's Office of the Clerk of the Circuit Court, or a mutually agreed upon external audit firm hired by the County, for review upon reasonable request by the County. The County or an external audit firm hired by the County may also conduct site or remote monitoring visits, audits, and interview District staff to ensure the County Contract Funds are being used in accordance with this Agreement. The District will comply with requests for information and will make all financial records available for review within a reasonable amount of time after receiving a request to do so. In the event the County or an external audit firm hired by the County discovers that any funds provided hereunder, or under any prior agreements with the District, have either been held in reserves except as stated in Section 3. c., above, or as prior year carry-over, or were used to defray expenses not directly related to the Services Costs, then upon receipt of notice the District shall immediately pay the County any such amounts so discovered.

In all cases, internal control measures must be in place to provide reasonable assurance that the financial records are accurate. If at the end of an Agreement Year there are Excess County Funds which the District elects not to deposit in the Services Costs Reserve Account or cannot do so because of the Services Costs Reserve Account balance limit, then the District shall refund such Excess County Funds to the County within thirty (30) days after the completion of the District's annual audited financial statements, but not later than June 30, 2026.

4. The district finished the FY 23/24 fiscal year with a surplus of \$870,244. The District's Services Costs Reserve Account is fully funded at its cap of \$150,000. The District returned the entire \$870,422 surplus amount to the County
5. Funding Emergency. The District and the County agree that in the event federal or state funds are temporarily or permanently unavailable, the District shall fund the operations within the District boundaries and the County may, in its sole discretion, fund all operations outside of the District's territory.
6. New or Increased Grant Opportunities. District agrees to utilize and maintain current grants and seek and obtain approval from County prior to the application for any new transit grants or additional funding under existing grants for the Services to the extent District will be seeking matching contributions from the County for the same. The County shall not be obligated to provide matching funds for any transit grant opportunities unless the same is approved by the County in advance of the District submitting the grant application. In all instances, the District must timely submit all reimbursement requests to the applicable grantor agency, and to all requests for additional information, in order to receive grant funds within a reasonable period of time. If the District has not timely submitted such information, the County may suspend its payment under this Agreement until such time that the District has become current on all such grant reimbursement requests.
7. Insurance Requirements. The District shall maintain at all times during the term of this contract, the following insurance policies, with an insurance company(ies) that has (have) a minimum rating of A VIII by A.M. Best, and that is (are) authorized to do business in the State of Florida.
 - a. Such insurance policies shall insure the District against any and all claims, demands, or causes of action whatsoever for injuries received or damage to property relating to

the performance of duties, services, and/or obligations of the District under the terms and provisions of the contract.

i. Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (federal, maritime, etc.).

ii. Employers Liability insurance with the following minimum limits and coverage:

1. Each Accident	\$1,000,000
2. Disease-Each Employee	\$1,000,000
3. Disease-Policy Limit	\$1,000,000

iii. General Liability insurance, without restrictive endorsements, with the following minimum limits and coverage:

1. Each Occurrence/General Aggregate	\$1,000,000 / 2,000,000
2. Products-Completed Operations	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Fire Damage	\$50,000
5. Medical Expense	\$5,000

iv. Auto Liability insurance, including owned, non-owned, and hired autos, including Pollution Liability due to accident or overturn, with the following minimum limits:

1. Combined Single Limit	\$2,000,000
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v. Auto Physical Damage insurance based upon the replacement cost, or other valuation basis to which the County has agreed, of each vehicle. The County shall be listed as a loss payee as response auto physical damage insurance for the County's vehicles that are subject of this contract.

vi. Pollution Liability covering fuel handling and operations, both on and off any scheduled premises. With the following minimum limits:

1. Per Pollution Event	\$1,000,000
2. Annual Aggregate	\$2,000,000

- b. All policies shall have no greater than a \$25,000 deductible or self-insured retention, without approval of the County.
- c. Polk County, a political subdivision of the State of Florida, shall be named as an additional insured on the General Liability, Auto Liability, and Pollution Legal Liability insurance policies.
- d. The General Liability, Auto Liability, Workers' Compensation, and Pollution Liability policies shall contain a waiver of subrogation provision in favor of the County, shall be primary and noncontributory to any insurance that may be available

- to the County, and shall include a cross Liability or Severability of Interests provision.
- e. The certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance.
 - f. If it is not possible for the District to certify compliance on the certificate of insurance with all of the above requirements, then the District shall provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions. The County has the right to request copies of the policies and review all policies prior to the inception of this contract.
 - g. Certificate(s) of Insurance shall be issued to: Polk County, C/O Risk Management, P. O. Box 9005, Drawer AS06, Bartow, FL 33830.
 - h. The District shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the District evidencing coverage and limits in accordance with the District's requirements.
 - i. All deductibles and self-insured retentions shall be shown on the Certificate(s) of Insurance. The County shall be exempt from, and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the District and/or subcontractor providing such insurance.
 - j. Neither approval, nor failure to disapprove insurance provided by the District shall relieve the District from liability. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract.
8. Term. The term of this Agreement shall be October 1, 2025 through September 30, 2026.
9. Termination. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, in whole or in part, by either party, upon written notice given at least thirty (30) days in advance of the effective date of termination, subject to compliance with FTA and FDOT requirements.
10. Interlocal Agreement. This Agreement shall be an "Interlocal Agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969 and shall become effective upon being filed with the Clerk of the Circuit Court of Polk County, Florida.

11. Attorney's Fees and Expenses. If a dispute arises between the parties hereto in connection with this Agreement, each party shall bear their own attorney's fees, costs, and expenses, including any paralegal's fees and any fees and expenses in connection with any appellate proceedings.
12. No Personal Liability. No provision, representation, covenant, or agreement contained in this Agreement, or any obligation herein or therein imposed upon the County or the District, or the breach thereof, shall constitute or give rise to or impose any personal liability upon any officer or employee of the County or the District.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no warranties, representations, or other agreements between the parties in connections with the subject matter hereof, except as specifically set forth herein.
14. Amendments, Assignments, and Waivers. No amendment, supplement, modification, assignment, or waiver of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Each such amendment, supplement, modification, assignment, or waiver of this Agreement shall be filed with the Clerk of the Circuit Court of Polk County, Florida.
15. Public Records. Each party shall comply with Florida's public records law to specifically include without limitation keeping and maintaining public records, and ensuring that those public records (or applicable portions thereof) which are exempt from disclosure are not disclosed except as authorized by law.
16. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid with return receipt requested, to the parties at the following addresses:

COUNTY: Polk County
 Attn: Deputy County Manager, Support Services and
 Human Services
 P.O. Box 9005, Drawer CA01

330 W. Church Street
Bartow, Florida 33830-9005

DISTRICT: Lakeland Area Mass Transit District
Attn: Tom Phillips, Executive Director
1212 George Jenkins Boulevard
Lakeland, Florida 33815

Either of the parties may, by written notice given to the other, designate any further or different addresses to which subsequent notices, certificates, or other communications may be sent. Any notice shall be deemed given on the date such notice is actually delivered or attempted delivery is refused.

17. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared severable.
18. Rights Cumulative. All rights, powers, and remedies of the County and the District hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the County or the District by law.
19. Controlling Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida. Any suit brought to enforce this Agreement shall be in the state courts in and for Polk County, Florida.
20. Parties in Interest. This Agreement shall insure to the benefit of the County and the District. It is not the purpose of this Agreement to render any other party a third party beneficiary hereof.
21. Nothing contained herein shall operate or be construed as a waiver of the District's or the County's limit of liability as set forth in § 768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
22. Recitals. The recitals set forth at the beginning of this Agreement are hereby incorporated by reference into the body of this Agreement as if set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their

duly authorized officers as of the respective dates specified below.

POLK COUNTY, a political subdivision of
the State of Florida

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Date: _____

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Reviewed as to form and legal sufficiency:

County Attorney's Office

LAKELAND AREA MASS TRANSIT
DISTRICT, an independent special district

By: _____
Printed Name: Sara Roberts McCarley

Title: Board Chair

Date: 8/23/25

Witness: Debbie Moore

Printed Name: Debbie Moore

Witness: Kla Joseph

Printed Name: Kla Joseph

ATTACHMENT "A"

May 8, 2025

Mr. Bill Beasley, County Manager
330 W Church St
Drawer BC 01
PO Box 9005
Bartow, FL 33831

Dear Bill,

The District fiscal year ending September 30, 2024 audited financial statements are completed and the County Interlocal Agreement facilitated the approved budget. The final audited report reflected the County ending the fiscal year with revenues exceeding expenses totaling \$870,244.

The contributing elements to revenues exceeding expenses were due to the District amending the WHAT CARES operating grants for route 22XL to include all operating expenses, which allowed the District to bill some of the county expenses at 100% as opposed to 50% of costs.

Please find enclosed a copy of the annual audited statement.

Please let me know if you have any further questions.

Thank you.

Sincerely,



Tom Phillips
General Manager

Enclosure: FYE 9/30/2024 Audit Report

1212 GEORGE JENKINS BLVD., LAKELAND, FL 33815 | 855-POLKBUS (765-5287) | WWW.RIDECITRUS.COM

Date: May 8, 2025

To: John Bohde, Deputy County Manager, Polk County
Christia Johnson, Budget and Management Services Director, Polk County

From: Tom Phillips, General Manager

Subject: Proposed FY 2025-26 Operating and Capital Budget for Polk County Transit Services

The District is proposing the FY 2025-26 Operating Budget for the Polk County Transit Services totaling \$11,320,500 an increase of \$215,100 or 2%, compared to a 3.99% increase in FY2024-25.

The Revenues are summarized on the attached page with the FY 2025-26 projections. The amount for each revenue source for the grants is reflected in this report. The District anticipates an increase in FDOT block grant of 17% and an increase in FDOT rural grant of 47%.

The Operating Expenses totaled \$11,320,500 with the following assumptions.

CBA Salaries	6.7% increase
Admin Emp.-Salaries and wages	3.6% increase
FRS Rate	13.63% (a slight projected increase)
Health Insurance Premiums	8% Increase
Administrative Fees	20% of the Polk Transit Contract which is in agreement with the contract rather than 20% of the full cost of administrative fees
Operating Expenses	Based on the current fiscal year operating and maintenance costs for the County

Capital Budget: The District is not requesting capital funds for this fiscal year.

Reserve Fund: These current reserves are \$150,000 which are aligned with our contracted maximum allowable reserve.

The County Grants revenues are increasing by 8% as noted in the revenue summary, and all prior year grants have been utilized. The expenses are estimated on the current level of transit services consistent with the Lakeland Area Mass Transit District operating estimates for both fixed and variable costs.

The FY 2025-26 Proposed Operating Budget includes an anticipated 3% increase for the Contract Bargaining Agreement Employees. Administrative employees are receiving a 3% increase.

Staffing:

Total personnel for FY 2025-26 will increase from 74 to 76. The change is due to an increase in hiring for an Operations Manager and an Operator position for the East Side of the County.

County Funding:

Total funds from the County are estimated at \$4,200,000 (\$3,699,038) for the grants match and \$500,962 budget subsidy. This is an increase of \$215,000 or 2% over the last fiscal year.

The FY 2024-25 budgeted grants match totaled \$4,178,000 (\$2,715,000) for the grants match and \$1,463,000 requested for last fiscal year's budget subsidy.

Capital Budget:

The District is not requesting capital funds for this fiscal year.

Please let me know if you need additional information on the proposed budget for the FY 2025-26.

Attachments: FY 2025-26 Budget Document and Schedules.

cc: Bill Beasley, Polk County Manager
Rhonda Carter, CFO
Nicole McCleary, Director of Strategic Planning & Innovation
Daisy Manjarres, Associate Director of Finance & Controller

Polk County Contract
Proposed Budget
FY 2025-26

Revenue

	Actual FY 9/30/23	Actual FY 9/30/24	YTD Actual 02/28/25	Budget FY 24-25	Request FY 2025-26
County Match	\$ 2,198,753	\$ 2,399,579	\$ 2,715,000	\$ 2,715,000	\$ 3,699,038
Other Contract Revenue - County	\$ 56,901	\$ 71,335	\$ -	\$ 28,000	\$ 340,520
City Contribution	\$ 616,163	\$ 665,403	\$ 706,232	\$ 711,000	\$ 711,000
County Contribution - PCTS	\$ 933,454	\$ 1,309,355	\$ 1,463,000	\$ 1,463,000	\$ 500,962
Other Revenue				\$ 200,000	\$ 60,000
Fares	\$ 36,082	\$ 54,537	\$ 33,237	\$ 63,200	\$ 63,100
FDOT Grants:					
Block	\$ 704,093	\$ 668,139	\$ -	\$ 765,000	\$ 922,650
Rural	\$ 2,188,167	\$ 2,313,162	\$ 168,555	\$ 450,000	\$ 841,580
Sunrail	\$ 199,309	\$ 164,062	\$ -	\$ 240,200	\$ 240,740
Mobility Manager	\$ -	\$ -	\$ -	\$ -	\$ 62,550
FTA					
FTA 5307 Grant	\$ 2,505,877	\$ 3,578,404	\$ 365,661	\$ 3,850,000	\$ 3,878,360
Capital Contributions - County	\$ -	\$ -	\$ -	\$ 620,000	\$ -
Total	\$ 9,438,799	\$ 11,223,976	\$ 5,451,685	\$ 11,105,400	\$ 11,320,500

Expenses

	Actual FY 9/30/23	Actual FY 9/30/24	YTD Actual 2/28/25	Budget FY 24-25	Request FY 23-24
Labor	\$ 4,064,633	\$ 5,349,040	\$ 2,353,689	\$ 5,431,400	\$ 5,994,890
Contract	\$ 2,258,715	\$ 2,387,713	\$ 738,038	\$ 2,575,000	\$ 2,200,000
Operating	\$ 2,926,387	\$ 2,616,981	\$ 967,055	\$ 3,099,000	\$ 3,125,610
Capital	\$ 42,000			\$ -	
Total	\$ 9,291,735	\$ 10,353,733	\$ 4,058,782	\$ 11,105,400	\$ 11,320,500

**Polk County Budget
FY October 1, 2025, thru September 30, 2026**

Revenues:

Other Contract Revenues – This revenue classification is for services provided for Micro -Transit transportation services .

City Contributions – The municipalities in Polk County other than the City of Lakeland are required to contribute their fare share for transit services. For the next fiscal year this cost for Transit Services is \$9.63 per revenue mile. The annual revenues for the next fiscal year are estimated at \$711,000 based on the previous year’s rate.

Fares – The Fare Revenues are for the Transit Riders for the cost of Transit Services. The District is utilizing the Avail System and the Smart Phone to enable Customers to manage and utilize electronic fare purchases in addition to the Customer Service Centers. The estimated fares totaled \$63,100.

Grants – The County annual Grant Allocation is for the following Grants.

<u>FTA Section 5307-</u>	Estimated at \$3,878,360
<u>FTA/FDOT Rural -</u>	Estimated at \$841,580
<u>FDOT Block Grant-</u>	Estimated at \$922,650
<u>FDOT Sun-Rail -</u>	Estimated at \$249,740
<u>FDOT Mobility Manager</u>	Estimated at \$62,550

Grants Match – The schedule in this revenue section represents the required grants match (cash) to match the County Grants. The estimated total for the next fiscal year is \$3,699,038.

County subsidy to balance the Budget – The budget is balanced with estimated revenues equal to planned expenses. However, because the estimated revenues do not match the expenses there is a County Subsidy needed of \$500,962.

Polk County Budget
FY October 1, 2025, thru September 30, 2026

Expenses: Total Operating Budget \$11,320,500

Labor Cost \$5,994,890

- Labor and Fringe expenses are increasing by \$563,490 or 10%, due to additional micro-transit positions, and prior year driver shortages.

Operating Contract Expenses \$2,200,000

- Anticipating contract expenses are decreasing by (375,000) or -16% for routes on the east side of the County to Transitions Commute Solutions.

Operating Expenses \$3,125,610

- Operating expenses are increasing by \$26,610 or 1% due to an anticipated increase in fuel and spare parts.

Capital Budget:

- The District is not requesting capital funds for this fiscal year.



Polk County
Board of County Commissioners

Agenda Item R.12.

9/16/2025

SUBJECT

Approve State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for property located in Fort Meade, FL, for Case #RC24-SHIP-009. (\$187,500.00 one-time expense)

DESCRIPTION

Approve a SHIP Homeowner Assistance Agreement for Case #RC24-SHIP-009 in the amount of \$177,500.00 for a home replacement, and a SHIP Rehabilitation/Replacement Grant Agreement in the amount of \$10,000.00 for construction soft costs, for a total project cost of \$187,500.00.

RECOMMENDATION

Request approval of this SHIP rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for Case #RC24-SHIP-009.

FISCAL IMPACT

Funds are available in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Marie Smoker
Housing Administrative Supervisor
mariesmoker@polk-county.net
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 _____, 20__ between **Patricia B. Harrison aka Patricia Barber**, 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 **313 2nd Street NE, Fort Meade, FL 33841**

Legal Description: Lots 11 and 12, in Block "A" of ORANGE COURT, a subdivision according to the plat thereof recorded in Plat Book 16, page 13, of the Public Records of Polk County, Florida, being a subdivision of Block 12 of Hooker and Robeson's Addition to Fort Meade, Florida (Plat recorded in Deed Book "L", page 438); said lots lying in and comprising a part of the NE ¼ of the SE ¼ of Section 27, Township 31 South, Range 25 East.

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 and No/100 Dollars (\$10,000.00)** 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 7/19/2023 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 devisees 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

Patricia B. Harrison aka Patricia Barber

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

T. R. Wilson, 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 _____, 20__, by Patricia B. Harrison aka Patricia Barbers, 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: RC24-SHIP-009**

HOMEOWNER: Patricia B. Harrison aka Patricia Barbers

PROPERTY ADDRESS: 313 2nd Street NE, Fort Meade, FL 33841

THIS AGREEMENT is entered into this _____ day of _____ 20__ by Polk County, a political subdivision of the State of Florida, **Patricia B. Harrison aka Patricia Barbers** (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 **\$177,500.00** to assist with a Rehabilitation/Replacement of an owner-occupied home and a grant agreement in the amount of **\$10,000.00** 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.

\$55,000.00 County Area Median Income (adjusted for family size)

80% Percentage (%) AMI Level of HOMEOWNER

\$51,553.17 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 **\$177,500.00** 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 an application with Polk County dated 07/19/2023, 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 devisees 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:

OWNER:

Witness

Patricia B. Harrison aka Patricia Barbers

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:

CLERK OF COURT

STACY M. BUTTERFIELD

**Polk County Florida, a political subdivision
of the State of Florida**

By: _____
Deputy Clerk

By: _____
T. R. Wilson, 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 _____, 202_ by Patricia B. Harrison aka Patricia Barbers, 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: Patricia B. Harrison aka Patricia Barber
313 2nd Street NE
Fort Meade, FL 33841

Case No. RC24-SHIP-009

Bid Amount	\$	177,500.00	\$	177,500.00
HO Contribution				
0% Payback Mortgage				
Deferred Mortgage	\$	177,500.00	\$	177,500.00

Soft Costs (Replacement SHIP GRANT)

Service Delivery	\$	4,620.00	\$	4,620.00
Appraisal	\$	400.00	\$	400.00
Survey			\$	-
Blue Prints	\$	450.00	\$	450.00
Soil Test			\$	-
Septic Tank Pumpout			\$	-
Septic Tank Permit			\$	-
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	\$	70.00	\$	70.00
Add'l Recording Fees	\$	-	\$	-
Total	\$	10,000.00	\$	10,000.00

TOTAL PROJECT COSTS **\$ 187,500.00**

Polk Deferred Mortgage & Security Agreement	\$	177,500.00
0% Payback Mortgage	\$	-
Grant Agreement	\$	10,000.00
TOTAL	\$	187,500.00

Prepared By: Jacqueline Goodin
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 _____, 20____. The Mortgagor(s) **Patricia B. Harrison aka Patricia Barber a single woman** whose post office address is: **313 2nd Street NE, Fort Meade, FL 33841** ("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 principle sum of **One Hundred Seventy-Seven Thousand Five Hundred and No/100 Dollars (\$177,500.00)**. 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 **313 2nd Street NE, Fort Meade, FL 33841**, and more particularly described as:

Lots 11 and 12, in Block "A" of ORANGE COURT, a subdivision according to the plat thereof recorded in Plat Book 16, page 13, of the Public Records of Polk County, Florida, being a subdivision of Block 12 of Hooker and Robeson's Addition to Fort Meade, Florida (Plat recorded in Deed Book "L", page 438); said lots lying in and comprising a part of the NE ¼ of the SE ¼ of Section 27, Township 31 South, Range 25 East. .

- 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 reasonable 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 entirety 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 modification 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.

(Signatures 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

Patricia B. Harrison aka Patricia Barber

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 _____, 20__, by **Patricia B. Harrison aka Patricia Barber**, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

Prepared By: Jacqueline Goodin
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: Patricia B. Harrison aka Patricia Barber

ADDRESS: 313 2nd Street NE, Fort Meade, FL 33841

CASE NUMBER: RC24-SHIP-009

LOAN AMOUNT: \$177,500.00

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantor is Patricia B. Harrison aka Patricia Barber whose post office address is: 313 2nd Street NE, Fort Meade, FL 33841 ("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 Five Hundred and No/100 Dollars (\$177,500.00), 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

Patricia B. Harrison aka Patricia Barber

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 _____, 20__, by **Patricia B. Harrison aka Patricia Barber**, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires _____

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)

- | | |
|--------------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> Down Payment Assistance | <input type="checkbox"/> Principal Buy Down |
| <input type="checkbox"/> Closing Costs | <input type="checkbox"/> Rehabilitation |
| <input type="checkbox"/> Interest Subsidy | <input type="checkbox"/> Emergency Repair |
| <input type="checkbox"/> Loan Guarantee | <input type="checkbox"/> Other |

C. Household Information: Include all household members

Member	Full Name	Relationship to Head	Age
1	Patricia Barber Harrison	HEAD	82
2	Donald Harrison	Son	59
3	Jeffrey Chauncey	Grandson	38
4			
5			
6			
7			
8			

D. Assets: All household members including assets owned by minors

Member	Asset Description	Cash Value	Income from Assets
1	See Attachment		
2			
3			
4			
5			
6			
7			
8			
Total Cash Value of Assets		D(a) \$ 82,802.33	
Total Income from Assets		D(b)	\$ 38.25
If line D(a) is greater than \$50,000: 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 (.40%). Combine both amounts and enter results in D(c), which must be counted on page two alongside other sources of household income.		D(c)	\$ 154.77

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	11,700.00	24,314.40			(Enter the greater of box D(b) or box D(c), above, in box E(e) below)
2		11,316.00			
3		4068.00			
4					
5					
6					
7					
8					
	(a)	(b)	(c)	(d)	(e)
Totals	11,700.00	39,698.40			154.77
Enter total of items E(a) through E(e). This amount is the Annual Anticipated Household Income					\$ 51,553.17

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.

x Patricia E Barber Harrison
Signature of Head of Household

Date 10/04/2024

Signature of Spouse or Co-Head of Household

Date _____

x Donald J...
Signature of Household Member (over 18 years)

Date 10/09/2024

x [Signature]
Signature of Household Member (over 18 years)

Date 10/04/2024

Signature of Household Member (over 18 years)

Date _____

Signature of Household Member (over 18 years)

Date _____

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: _____

x _____ **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: 55,000.00

_____ **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 10/04/2024
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 +	
3							1	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)					
			X	X CC	X CC					

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.

Attachement to RIC Patricia Barber Harrison				
Income	Salary	Pension/SS		Total Income
Patricia Barter	\$ 11,700.00	\$ 24,314.40		
Donald Harrison		\$ 11,316.00		
Jeffrey Ryan Chauncey		\$ 4,068.00		
Total	\$ 11,700.00	\$ 39,698.40		\$ 51,398.40
Assets				
Asset	Amount	Income	Imputed Income	
D. Harrisoin Checking	\$ 1,730.00		6.92	
P Barber Harrison life ins	\$ 1,552.66		6.21	
P Barber Harrison Stock-Pfizer	\$ 191.05	\$ 5.70		
Stock Clorx	\$ 274.63	\$ 4.54		
Stock GPC	\$ 143.77	\$ 0.95		
P Barber Harrison Crew Sav	\$ 5,913.67	\$ 4.13		
P Barber Harrison Crew Ck	\$ 2,091.07	\$ 0.41		
P Barber Harrison Trus ck	\$ 22,349.14		89.39	
P Barber Harrison Mo Life Ins	\$ 3,383.11		13.53	
P Barber Harrison Cash Ap	\$ 0.20		\$ -	
P Barber Harrison Cits ck	\$ 119.03		0.47	
P Barber Harrison MMK	\$ 45,054.00	\$ 22.52		
Total	\$ 82,802.33	\$ 38.25	\$ 116.52	\$ 154.77
Grand Total				\$ 51,553.17


 Patricia Barber Harrison


 Donald Harrison


 Jeffrey Chauncey



Polk County
Board of County Commissioners

Agenda Item R.13.

9/16/2025

SUBJECT

Approve State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for property located in Haines City, FL., for Case #RC25-SHIP-006 Major. (\$101,250.97 one-time expense).

DESCRIPTION

Approve a SHIP Homeowner Assistance Agreement for Case #RC25-SHIP-006 Major in the amount of \$97,340.75 for home renovation costs, and a SHIP Rehabilitation/Replacement Grant Agreement in the amount of \$3,910.22 for construction soft costs, for a total project cost of \$101,250.97.

RECOMMENDATION

Request approval of this SHIP rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for Case #RC25-SHIP-006 Major.

FISCAL IMPACT

Funds are available in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Marie Smoker
Housing Administrative Supervisor
mariesmoker@polk-county.net
863-534-5241

This Document Prepared By:
Helen R. Sorhaindo
Housing & Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

**POLK COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
REHABILITATION/REPLACEMENT
GRANT AGREEMENT**

This Agreement entered into this _____ day of _____, _____ between Charlie Joe Sankey, herein after referred to as the "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 purposes 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

Legal Description:

The West 100 feet of the East 350 feet of that part of the SE 1/4 of the SW 1/4 of Section 2, Township 27 South, Range 26 East, Lying South of State Road S-17. 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 **Three Thousand Nine Hundred Ten and 22/100 Dollars (\$3,910.22)** as a grant to be used for construction soft costs.
- 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 09/23/2024, 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 devisees 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 NEXT PAGE]

In Witness Whereof, the Owner(s) and County have executed this Agreement as of the day and year first above written.

Attest:

Owner(s):

Witness

Charlie Joe Sankey

Print Name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue
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

T. R. Wilson, 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 _____, ____ by Charlie Joe Sankey, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires: _____

This Document Prepared By:
Helen R. Sorhaindo
Housing & Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

**POLK COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
REHABILITATION/REPLACEMENT
HOMEOWNER ASSISTANCE AGREEMENT**

Case Number: RC25-SHIP-006 Major

HOMEOWNER: Charlie Joe Sankey

PROPERTY ADDRESS: 6055 Old Polk City Rd., Haines City, FL 33844

THIS AGREEMENT is entered into this ____ day of _____, ____ by Polk County, a political subdivision of the State of Florida, and Charlie Joe Sankey, (hereinafter referred to as the "HOMEOWNER(S)").

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 \$97,340.75 to assist with a Rehabilitation/Replacement of an owner-occupied home and a grant agreement in the amount of \$3,910.22 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.

4) 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.
\$42,800.00 County Area Median Income (adjusted for family size)

80% _____ Percentage (%) AMI Level of HOMEOWNER
\$35,261.60 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 **\$97,340.75** 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 September 23, 2024, 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 devisees 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 ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Owner(s):

Witness

Charlie Joe Sankey

Print Name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue
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

T. R. Wilson, 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 _____, ____ by Charlie Joe Sankey, 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
 15384.340554028.5334420

Homeowner: Charlie Joe Sankey Case No. **RC25-SHIP-006 Major**
6055 Old Polk City Rd
Haines City, FL 33844

Bid Amount	97,340.75	\$	97,340.75
HO Contribution			
0% Payback Mortgage			
Deferred Mortgage	<u>97,340.75</u>	<u>\$</u>	<u>97,340.75</u>

Soft Costs (SHIP GRANT)

Service Delivery	2,496.22	\$	2,496.22
Appraisal	-	\$	-
Survey	-	\$	-
Blue Prints	-	\$	-
Septic Tank Pumpout	650.00	\$	650.00
Soil Test	160.00	\$	160.00
Septic Tank Permit	180.00	\$	180.00
Temp. Relocation	-	\$	-
Insurance		\$	-
NOC Filing Fee	13.00	\$	13.00
Mortgage Doc. Fee	341.00	\$	341.00
Mortgage Recording Fee	70.00	\$	70.00
Total	<u>3,910.22</u>	<u>\$</u>	<u>3,910.22</u>

TOTAL PROJECT COSTS **\$ 101,250.97**

Polk Deferred Mortgage & Security Agreement	\$ 97,340.75
0% Payback Mortgage	\$ -
Grant Agreement	\$ 3,910.22
TOTAL	<u>\$ 101,250.97</u>

This Document Prepared By:
Helen R. Sorhaindo
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 _____, _____. The Mortgagor(s) **Charlie Joe Sankey, an unmarried Widower whose mailing address is 6055 Old Polk City Rd., Haines City, FL 33844**, the ("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 principle sum of **Ninety-Seven Thousand Three Hundred Forty and 75/100 Dollars (\$97,340.75)**. 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 **6055 Old Polk City Rd., Haines City, FL 33844**, and more particularly described as:

Legal Description:

The West 100 feet of the East 350 feet of that part of the SE 1/4 of the SW 1/4 of Section 2, Township 27 South, Range 26 East, Lying South of State Road S-17. 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 reasonable 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 entirety 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 modification 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.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Owner(s):

Witness

Charlie Joe Sankey

Print Name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue
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 _____, _____ by Charlie Joe Sankey, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires: _____

This Document Prepared by:
Helen R. Sorhaindo
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: Charlie Joe Sankey
ADDRESS: 6055 Old Polk City Rd., Haines City, FL 33844
CASE NUMBER: RC25-SHIP-006 Major
LOAN AMOUNT: \$97,340.75

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantors are Charlie Joe Sankey, whose mailing address is 6055 Old Polk City Rd., Haines City, FL 33844. For value, the Owner promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida Ninety-Seven Thousand Three Hundred Forty and 75/100 Dollars (\$97,340.75), 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

Charlie Joe Sankey

Print Name of Witness

Witness Address:

Housing & Neighborhood Development
1290 Golfview Avenue
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 _____, ____ by Charlie Joe Sankey, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires: _____

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 Principal Buy Down
 Closing Costs Rehabilitation
 Interest Subsidy Emergency Repair
 Loan Guarantee Other

C. Household Information: Include all household members

Member	Full Name	Relationship to Head	Age
1	Charlie Joe Sankey	HEAD	83
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	MidFlorida Savings Account #1301 (\$650.35)	0.00	0.00
2	MidFlorida Savings Account #1303 (\$90.08)	0.00	0.00
3	MidFlorida Checking Account #1388 (\$4,977.94)	0.00	0.00
4	Kemper Life Insurance Policy #2475	3,395.00	0.00
5	Kemper Life Insurance Policy #9718	3,317.29	0.00
6	TrustMark Life Insurance Policy #7731	104.70	
7			
8			
Total Cash Value of Assets		D(a) \$ 6,816.99	
Total Income from Assets		D(b)	\$ 0.00
If line D(a) is greater than \$50,000: 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 (.40%). Combine both amounts and enter results in D(c), which must be counted on page two alongside other sources of household income.		D(c)	\$

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		35,261.60			(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	35,261.60	0.00	0.00	0.00
Enter total of items E(a) through E(e). This amount is the Annual Anticipated Household Income					\$ 35,261.60

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.

Charlie Santos Date 12/26/24
 Signature of Head of Household

 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) Date _____

Resident Income Certification

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of December, 2024, by Charlie Joe Sankey, who is personally known to me or has produced FLDL as identification.

(AFFIX NOTARY SEAL)



Sterling Harvey

Notary Public

Print Name Sterling Harvey

My Commission Expires 9-14-2027

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: _____

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: \$ 42,800.00

_____ **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 _____ (year)
Income Limits for 2024 (MSA or County) Polk County

Signature of the SHIP Administrator or His/Her Designated Representative:

Signature  Date 01/02/2025
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)				
			X						

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.



Polk County
Board of County Commissioners

Agenda Item R.14.

9/16/2025

SUBJECT

Approve modification of State Housing Initiatives Partnership (SHIP) Rehabilitation program 1) Homeowner Assistance Agreement and 2) Grant Agreement for the property located in Winter Haven, FL for Case #RC24-SHIP-012. (\$11,402.00 one-time expense).

DESCRIPTION

Case #RC24-SHIP-012 was approved for rehabilitation on March 7, 2025, with a mortgage of \$86,124.50 and a grant agreement of \$5,733.74, for a total project cost of \$91,858.24. During the rehabilitation, it was determined the cost needed to be adjusted for additional work for electrical change out to re-wire circuits, remove carpet debris, drywall and planter repair and repaint. The cost of the additional work will be \$11,335.00 and the additional recording costs will be \$67.00. This increases the mortgage to \$97,459.50 and the grant agreement to \$5,800.74, for a total project cost of \$103,260.24.

RECOMMENDATION

Request approval of this SHIP rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for Case #RC24-SHIP-012.

FISCAL IMPACT

Funds are available in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Marie Smoker

Housing Administrative Supervisor

mariesmoker@polk-county.net

863-534-5241

Prepared By: Helen R. Sorhaindo
Housing and Neighborhood Development
Housing Development Section
Drawer HS04, Post Office Box 9005
Bartow, Florida 33831-9005

MODIFICATION OF STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) HOUSING REHABILITATION/RECONSTRUCTION DEFERRED MORTGAGE and SECURITY AGREEMENT

This Modification of SHIP Housing Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement ("Modification") made this _____ day of _____, 2025 between Vera Jane Hurlbut, an unremarried widow, whose mailing address is 1861 4th Street SE, Winter Haven, FL 33880 ("Owner") and Polk County ("County") amends that certain Mortgage and Security Agreement ("Mortgage"), recorded in Book 13535 Pages 503 through 510 in the Official Records of Polk County, Florida and covering the real property ("Property") specifically described as follows:

Lot 5 of LAKE LULU TERRACE, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 43, Page 31

WHEREAS, the County agrees to increase the credit line, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Mortgage as follows:

The Modification increases the amount of the principal balance by \$11,335.00 for a total amount of \$97,459.50.

The SHIP Rehabilitation/Reconstruction Deferred Mortgage and Security Agreement Mortgage and Note ("Note") and SHIP Rehabilitation/Reconstruction Loan Agreement are hereby amended to provide for an increase in the credit limit in the amount of \$11,335.00.

Except as expressly modified above, the terms of the original Mortgage and Note shall remain unchanged and in full force and effect and are legally valid, binding and enforceable in accordance with their respective terms.

Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Mortgage, Note, or other credit agreement secured by the Mortgage. It is the intention of the County to retain as liable all parties to the Mortgage and all parties to the Modification, unless a party is expressly released by the County in writing.

If it is determined that any other person or entity other than the County shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and the County shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of the County over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

[Signature on following page]

The parties acknowledge having read all the provisions of this Modification and agree to its terms.

Attest:

Owner(s):

Witness

Vera Jane Hurlbut

Printed Name 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 of Court

Polk County, Florida, a political
subdivision of the State of Florida

BY: _____
Deputy Clerk

T. R. Wilson, 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 _____, ____ by Vera Jane Hurlbut, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires: _____

This Document Prepared By:
Helen R. Sorhaindo
Housing & Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM REHABILITATION/REPLACEMENT GRANT AGREEMENT MODIFICATION

This Modification to the State Housing Initiatives Partnership (SHIP) Rehabilitation/Replacement Grant Agreement ("Grant Agreement") dated _____ by **and between Polk County, a political subdivision of the State of Florida ("COUNTY"), and Vera Jane Hurlbut, ("OWNER")** (each a "Party" and collectively "Parties"), is entered as of this ___ day of _____, 2025.

WHEREAS, the Parties wish to increase the original grant agreement to cover cost of additional recording fees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein, the parties hereto agree as follows:

1. Section 1 is hereby amended to read as follows:

The OWNER(S) agree(s) to accept an increase of \$67.00 to the original grant agreement to be used for additional recording fee. This increase is a result of modifications made to the original estimated recording costs.

2. This Amendment 1 is hereby made a part of the Grant Agreement. All provisions of the Grant Agreement not in conflict with this amendment are still in effect.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

Attest:

Owner(s):

Witness

Vera Jane Hurlbut

Print Name of Witness

Witness Address:

Housing & Neighborhood Development
1290 Golfview Avenue
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

T. R. Wilson, 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 _____, ____ by Vera Jane Hurlbut, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires: _____

This Document prepared by:
Helen R. Sorhaindo
Housing & Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

MODIFICATION OF STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM HOUSING REHABILITATION/RECONSTRUCTION HOMEOWNER ASSISTANCE AGREEMENT

This Modification of the SHIP Housing Rehabilitation/Reconstruction Homeowner Assistance Agreement ("Modification") made this _____ day of _____ 2025 between Vera Jane Hurlbut ("Owner") and Polk County, a political subdivision of the State of Florida ("County"), hereby amends that certain Homeowner Assistance Agreement ("Agreement"), dated April 25, 2025, by and between the parties hereto.

WHEREAS, pursuant to the Agreement, the County agreed to provide SHIP funds to the Owners in the principal amount of \$86,124.50 as a non-amortizing, zero percent (0%) interest rate Deferred Payment Loan ("DPL") for the purposes of Rehabilitation of an owner-occupied home.

WHEREAS the County now agrees to increase the amount of SHIP funds allocated to the Owner in the amount of \$11,335.00 for a total DPL of \$97,459.50 pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements exchanged herein and other good and valuable consideration, the parties hereto agree to modify the Agreement as follows:

1. The foregoing recitals are true and correct and are incorporated into the body of this Modification by reference.
2. Section 1: Form of Assistance: The body of this Section is deleted in its entirety and the following is inserted in its place:
SHIP funds shall be used as a non-amortizing, zero percent (0%) interest rate. The Deferred Payment Loan (DPL) in the principal amount of \$97,459.50 to assist with Rehabilitation/ Reconstruction of an owner-occupied home and a grant agreement in the amount of \$5,800.74 for construction soft costs.
3. Section 9: Duration of the Agreement: This body of this Section is deleted in its entirety and the following inserted in its place:

The SHIP funds in the amount of \$97,459.50 are provided as a direct SHIP subsidy in the form of a DPL of a 15-year, zero (0%) interest loan. The 15-year affordability period begins one year after the date of completion of the rehabilitation project of the owner-occupied property that is subject to this Agreement. The 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 the HOMEOWNER complies with all other terms of this Agreement, the Note and the Mortgage.

4. Except as specifically amended by this Modification, all provisions of the Agreement shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this modification to be executed by the undersigned as duly authorized:

Attest:

Owner(s):

Witness

Vera Jane Hurlbut

Print Name of Witness

Witness Address:

Housing & Neighborhood Development
1290 Golfview Avenue
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

T. R. Wilson, 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 _____, ____ by Vera Jane Hurlbut 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
 15384.340554028.5334420

Homeowner: Vera Jane Hurlbut Case No. **RC24-SHIP-012**
1861 4th Street SE
Winter Haven, FL 33880

	Modification No. 1		
Bid Amount	86,124.50		\$ 86,124.50
Modification No. 1		11,335.00	\$ 11,335.00
0% Payback Mortgage			
Deferred Mortgage	86,124.50	11,335.00	\$ 97,459.50

Soft Costs (SHIP GRANT)

Service Delivery	2,198.74	-	\$ 2,198.74
Appraisal	-	-	\$ -
Survey	-	-	\$ -
Blue Prints	-	-	\$ -
Septic Tank Pumpout	-	-	\$ -
Soil Test	-	-	\$ -
Septic Tank Permit	-	-	\$ -
Temp. Relocation	2,150.00	-	\$ 2,150.00
Insurance	1,000.00	-	\$ 1,000.00
NOC Filing Fee	13.00	-	\$ 13.00
Mortgage Doc. Fee	302.00	40.00	\$ 342.00
Mortgage Recording Fee	70.00	27.00	\$ 97.00
Total	5,733.74	67.00	\$ 5,800.74

TOTAL PROJECT COSTS **\$ 103,260.24**

Polk Deferred Mortgage & Security Agreement	\$ 86,124.50
Modification No. 1	\$ 11,335.00
Grant Agreement	\$ 5,800.74
TOTAL	\$ 103,260.24



Williams Construction

Blake Nicholson

863-294-2808

blake@williamsconstructionfl.com

CGC 1517268

CCC 1331082

CMC 1250264

08/21/2025

HURLBUT

1861 4th st. SE

Winter Haven, FL

We met at 1861 4th street SE needing proposal for additional work.

Plaster repair under windows in both bedrooms and living room. Once repair is complete paint wall that repair was done.

\$2210.00

Debris removal. All carpet that was removed by owner and remove all tack strips.

\$1200.00

Remove header in hallway closet and jam on left side. Repair drywall on ceiling and paint.

\$950.00

Total \$4360.00



4100 Spirit Lake Rd, Winter Haven, FL 33880-4978

Phone: 18632942808

Bill to:
Vera Hurlbut
1861 4th street SE
Winter Haven, FL 33881

Invoice ID: remodel-0001

Amount due: \$6,975.00

HND- HURLBUT 1861 4th st. SE WH: Electrical Change order

Items	Description	Qty/Unit	Price
Electrical change out ELECTRICAL	1861 4th street SE Winter Haven, FL 33880 RC24-SHIP-012-Vera Hurlbut Electrical change order	1.00	\$6,975.00
Totals:			\$6,975.00

This Document Prepared By:
Helen R. Sorhaindo
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 _____, _____. The Mortgagor(s) Vera Jane Hurlbut, an unmarried widow, whose mailing address is 1861 4th Street SE, Winter Haven, FL 33880, the ("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 principle sum of Eighty-Six Thousand One Hundred Twenty-Four and 50/100 Dollars (\$86,124.50). 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 1861 4th Street SE, Winter Haven, FL 33880, and more particularly described as:

Legal Description:

Lot 5 of LAKE LULU TERRACE, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 43, Page 31.

- 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 reasonable 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 entirety 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 modification 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.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Owner(s):

Witness

Vera Jane Hurlbut

Print Name of Witness

Witness Address:

1290 Golfview Avenue

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 _____, _____ by Vera Jane Hurlbut, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires: _____



Polk County
Board of County Commissioners

Agenda Item R.15.

9/16/2025

SUBJECT

Approve selection committee’s recommendation to authorize staff to negotiate an agreement with Cynet Health to provide recruitment services of mental health provider positions for community mental health agencies. (No fiscal impact)

DESCRIPTION

Health and Human Services requested Procurement to solicit proposals from qualified firms to provide recruitment services for mental health provider positions which consist of job candidate sourcing, recruitment, screening, and placement services for Community Mental Health Agencies (CMHA) who partner with Polk County to provide mental health care services for residents with opioid use disorder and substance abuse. CMHA’s are experiencing difficulties with recruiting certain mental health positions including, but not limited to physicians, psychiatric - mental health advanced practice registered nurses, psychiatric physician assistants, RN’s, LPN’s, licensed therapists, and inpatient behavioral health technicians. The Florida Opioid Allocation and Statewide Response agreement between the State of Florida Department of Legal Affairs, office of the Attorney General and Polk County allows for opioid funding to be used in forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders.

Request for Proposal (RFP) 25-482, Recruitment Services for Mental Health Provider Positions was issued, and fourteen vendors submitted proposals. The selection committee met on August 12, 2025, and elevated three vendors to interviews. On August 25, 2025, the selection committee received presentations from the three vendors elevated to interviews. After the interview, the consensus of the selection committee was to request the Board authorize staff to enter into negotiations with all firms that were interviewed, beginning with the highest ranked proposer, Cynet Health.

The following is a listing of the firms and their ranking:

<u>Proposer</u>	<u>City</u>	<u>Rank</u>
Cynet Health	Sterling, VA	1
Modern Med Health Solutions, LLC	Houston, TX	2
Healthcare Staffing Professionals, Inc.	Reseda, CA	3

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve the selection committee’s recommendation and authorize staff to enter into contract negotiations with all proposers, beginning with the highest ranked proposer, Cynet Health, for RFP 25-482, Recruitment Services for Mental Health Provider Positions, and moving to the

second-highest ranked proposer and so on, if negotiations with Cynet Health are unsuccessful.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Brad Howard

Sr. Procurement Analyst

Procurement Division

(863) 534-6706

bradhoward@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.16.

9/16/2025

SUBJECT

Approve Public Entity General Liability insurance effective October 1, 2025, through September 30, 2026. (one-time payment of \$514,250)

DESCRIPTION

The Public Entity General Liability Insurance policy is currently written with Lloyd's of London and expires on September 30, 2025. This policy covers General Liability, Law Enforcement Liability, Automobile Liability, Employment Practices Liability among others, and extends to the BoCC and all Constitutional Offices. The expiring annual premium was \$552,800.

County insurance broker, Brown and Brown of Florida, Inc., has marketed our insurance coverage to various liability insurers with the Lloyd's of London syndicate again providing the most favorable premium pricing. The most favorable renewal quote is \$514,250, representing a decrease of \$38,550 (7% reduction) from the expiring premium, with no change in coverage, retentions, or limits.

RECOMMENDATION

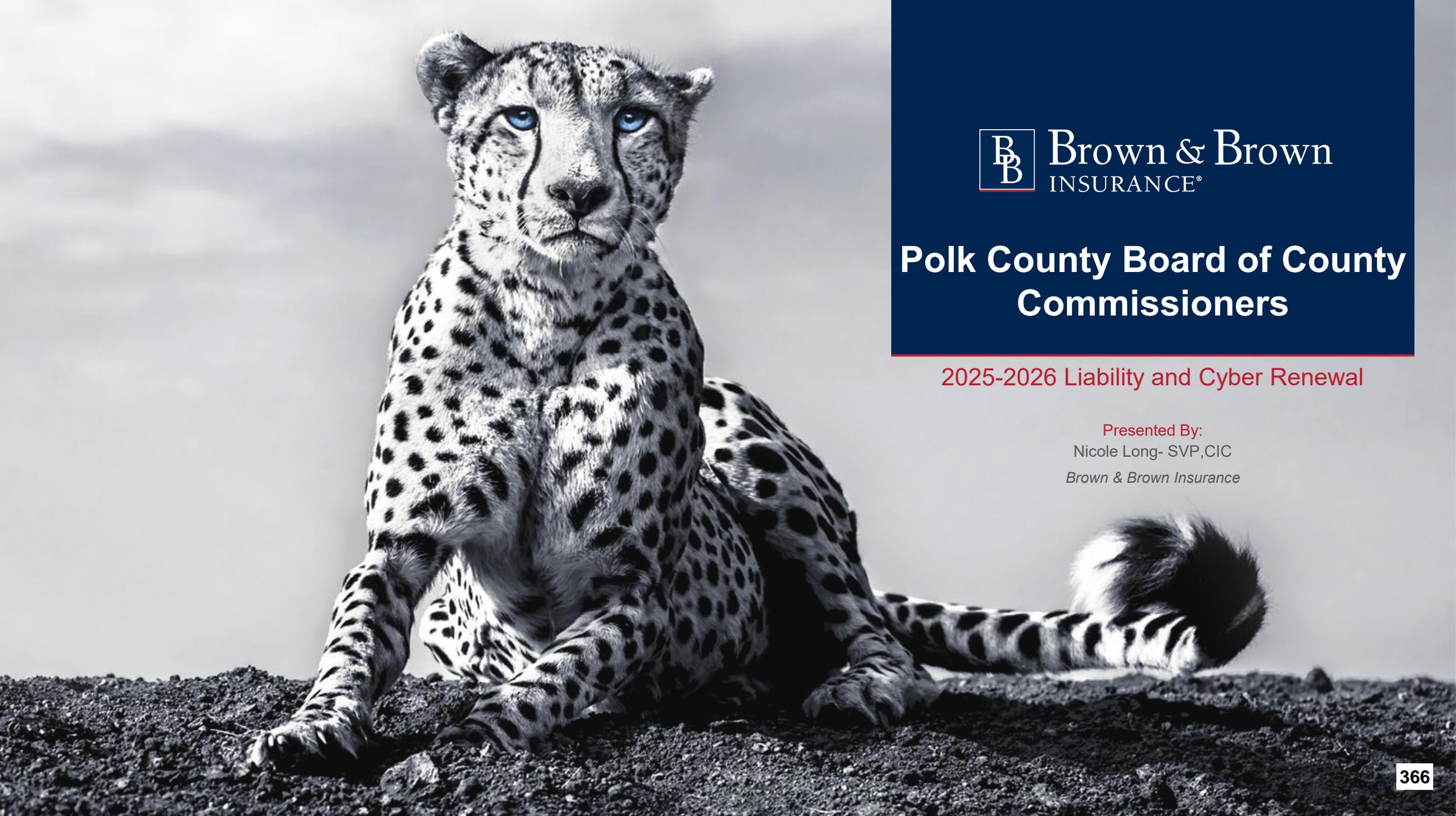
Request Board approval for the Risk Management Director to bind coverage with Lloyd's of London for Public Entity General Liability insurance for the total annual amount of \$514,250.

FISCAL IMPACT

Funds are available in the Risk Management General Fund Budget.

CONTACT INFORMATION

Mark Thomas
Director, Risk Management
863-534-5265



Brown & Brown
INSURANCE®

Polk County Board of County Commissioners

2025-2026 Liability and Cyber Renewal

Presented By:

Nicole Long- SVP, CIC

Brown & Brown Insurance



Presentation Agenda

1

Current Liability Landscape

2

Comparing Years Coverage

3

Current Cyber Landscape

4

Comparing Years Coverage

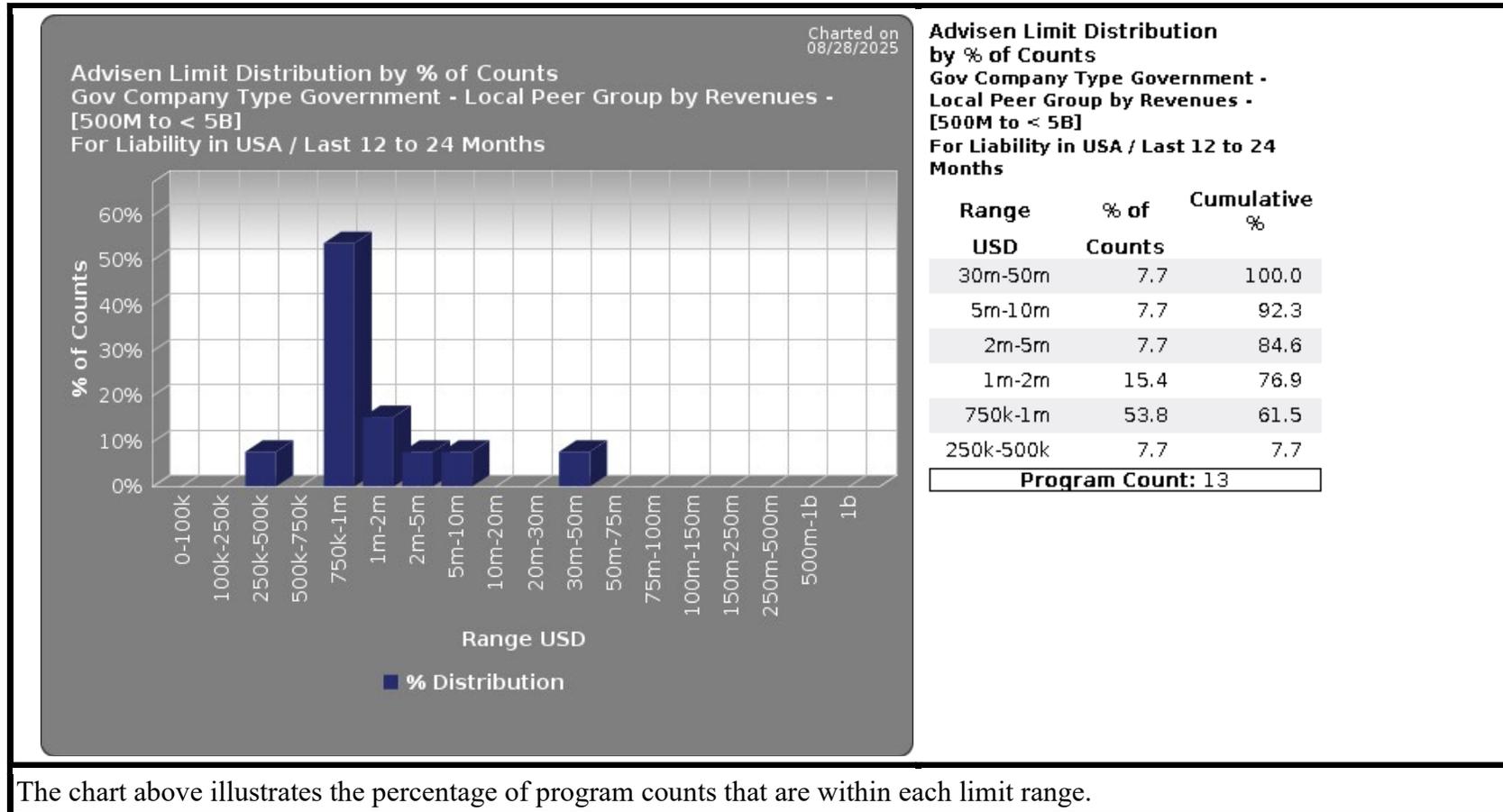
Liability Market Update

Public Entities

- 1. Market Conditions and Premiums:** Liability premiums have surged—with an 8% increase in early 2025—and coverage is tightening. High-litigation environments, such as California, are experiencing significant cost escalation and insurer departures.
- 2. Coverage Availability:** While underwriting remains selective, certain lines like management liability are more favorable. However, new risks, including AI and cyber exposures, are increasingly underwriting focal points.
- 3. Claims and Risk Management:** Social inflation and litigation costs continue to drive losses. Rate increases are moderating in some lines, but risk management effectiveness heavily influences outcomes.
- 4. Regulatory and Legislative:** Tort reform may offer relief, but impacts are limited and vary by jurisdiction. Workers' compensation improvements demonstrate beneficial regulatory influence.
- 5. Emerging Tools & Risk Strategies:** AI analytics, InsurTech, and alternative risk transfers (captives, parametrics, extended policies) are becoming key components of resilient insurance programs.
- 6. Market Outlook:** Public entities should expect ongoing volatility. To navigate this, they must ramp up risk management, explore alternative programs, leverage technology, and stay abreast of legal and legislative shifts.

Liability Limit Benchmark

Public Entities Across the United States

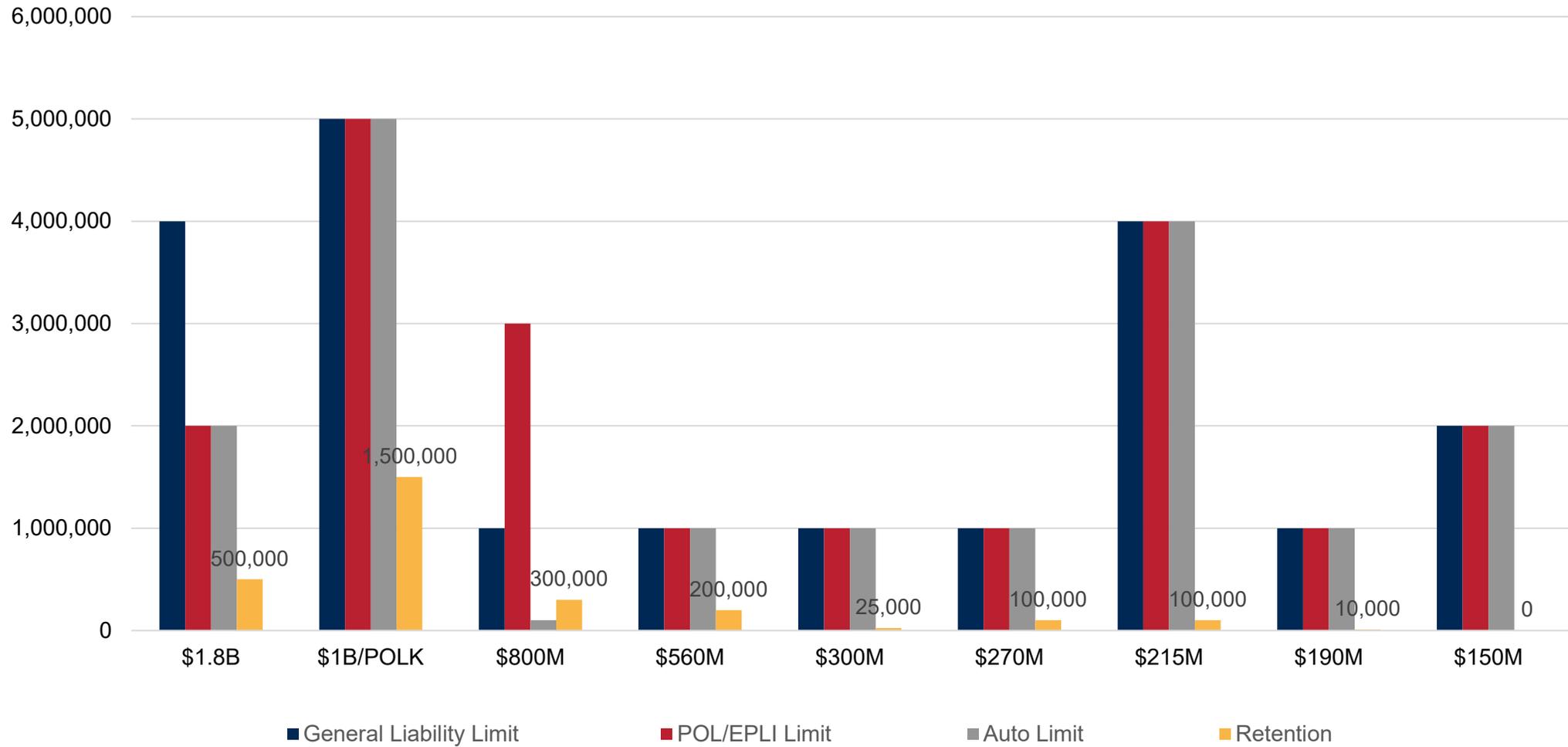


Polk County Liability 10 Largest Claims in 10 Years

Department	Description	Policy	Loss Date	Loss Paid
Sheriff	Allegation: excessive force, wrongful death, medical negligence, death of mentally ill son.	General Liability	3/20/2018	\$373,368
Sheriff	Alleged: Discrimination based on gender.	Employment Practices Liability	7/9/2019	\$255,480
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Liability Benchmark

Florida Counties



Liability Year Over Year

General Liability	2024	2025
Limit of Liability	\$5M/\$10M	\$5M/\$10M
Retention	\$1.5M	\$1.5M

Employee Benefits	2024	2025
Limit of Liability	\$5M/\$10M	\$5M/\$10M
Retention	\$1.5M	\$1.5M

Auto Liability	2024	2025
Limit of Liability	\$5M	\$5M
Retention	\$1.5M	\$1.5M
GarageKeepers Liability	\$2M	\$2M

Law Enforcement Liability	2024	2025
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Employment Practices Liability	2024	2025
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Liability Limit Options and Historical Premiums

Liability Options	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
\$7M/\$14M Limit	\$565,000	\$564,950	\$564,075	\$502,912	\$517,308					
Carrier	Lloyds	Lloyds	Lloyds	Argonaut	Argonaut					
\$5M/\$10M Limit						\$517,500	\$459,625	\$499,600	\$552,800	\$514,250
Carrier						Lloyds	Lloyds	Lloyds	Lloyds	Lloyds

Liability Market Summary

Carrier	Response
Ambridge (Lloyd's)	Incumbent - Quoting
Chubb	Declined; size of jail exceeds current appetite.
Euclid	Declined; cannot compete
Gemini	Quoting
Genesis	Declined; cannot compete on the \$5M Xs, but can offer options above the \$5M x \$5M
Munich Re	Quoting
Old Republic	Declined; cannot compete
Safety National	Decline to quote; cannot write the abuse & molestation on claims made, would need to purchase a tail policy. Not competitive.



Cyber

Cyber Market Update

Public Entities

Market Conditions & Premiums

Premiums are stabilizing in 2024–25, with modest decreases or flat renewal rates for well-secured entities. However, overall market growth is strong, with global premiums expected to climb steadily—some estimates foresee annual growth of 15–20%, or a market value near \$23 billion by 2026.

Coverage Availability

Insurers remain highly selective, typically writing policies only for public entities that can demonstrate mature security controls. Public entity clients with outdated infrastructure remain at risk of reduced access or elevated pricing.

Ransomware & Claims Trends

The volume of payments is declining—total ransomware payouts dropped to \$813 million in 2024—but the average payment is up (approx. \$2 million), and recovery costs can exceed \$5 million per incident. In Q2 2025, payments spiked again (average \$1.13 million), with data-exfiltration extortion overtaking encryption-based attacks.

Threat Evolution & AI Risk

Attackers are increasingly leveraging AI to craft personalized ransomware payloads, accelerating attack cycles and evasion tactics. This trend significantly heightens exposure for organizations with insufficient defenses.

Regulatory & Structural Shifts

Calls for state-backed cyber coverage schemes are rising, as private insurers hesitate to underwrite major cyber events affecting critical infrastructure.

Outlook for Public Entities

While pricing pressures may ease slightly, the risk environment remains elevated. Public entities must prioritize cybersecurity investments, strengthen incident response frameworks, and work closely with brokers to secure comprehensive coverage. Engagement with potential public–private initiatives may be essential for insuring critical systems.

Historical Public Entity Cyber Market

Evolving Cyber Threats

Advanced Threats: Cyberattacks have become more sophisticated, with AI-fueled phishing and deepfake impersonation emerging alongside double- and triple-extortion ransomware tactics.

Current Focus: Public entities—particularly municipalities, schools, and municipal utilities—continue to be prime targets owing to legacy systems, limited cybersecurity budgets, and staffing constraints

Rising Costs

Global Average Data Breach Cost: Has declined by 9% to \$4.44 million in 2025, thanks in part to faster detection and containment enabled by AI-driven defenses.

U.S. Specific Cost: The U.S. now leads in breach costs, averaging a record \$10.22 million, driven by steeper regulatory fines and higher escalation costs.

Shadow AI Impact: Breaches involving "shadow AI" (unauthorized AI use) add around \$670,000 in extra cost, and account for 20% of all incidents studied.

Multi-Environment Breaches: Breaches affecting hybrid or multi-cloud environments cost about \$5.05 million and take roughly 276 days to contain.

Enhanced Regulations

Regulatory scrutiny continues to climb, especially in areas related to AI governance, data privacy, and operational resilience. Certain sectors (like EU financial institutions) have new mandates (e.g., DORA) for robust ICT and third-party risk oversight.

Evolving Coverage

Policy Features: Coverage now often includes forensic investigations, crisis management, public relations, ransomware loss coverage, and third-party liability for regulatory fines and business interruption—though availability hinges on demonstrable cybersecurity maturity.

Third-Party Claims: Coverage for vendor-related breaches and contractual liabilities continues to expand.

Merchant Services and Payment Security

Public-sector entities that process payments face increased forensic, reissuance, and compliance costs. Recent policies increasingly recognize and insure these unique exposures, though specifics will depend on the insurer and entity's cyber hygiene.

Vendor Risks

Responsibility for third-party vendor breaches remains a persistent challenge for public entities. Modern policies increasingly extend coverage for such incidents—but insurers expect strong vendor oversight and security protocols in place.

Cybersecurity Investment

Investments: Investing in AI-powered detection, SIEM, DevSecOps, and incident response pays off—organizations using advanced tools extensively saw average breach costs drop from \$5.52 million to \$3.62 million.

Insurance Implications: Entities with strong cybersecurity posture—especially around AI governance and rapid breach containment—are likely to qualify for more favorable terms, such as rate relief or broader coverage.

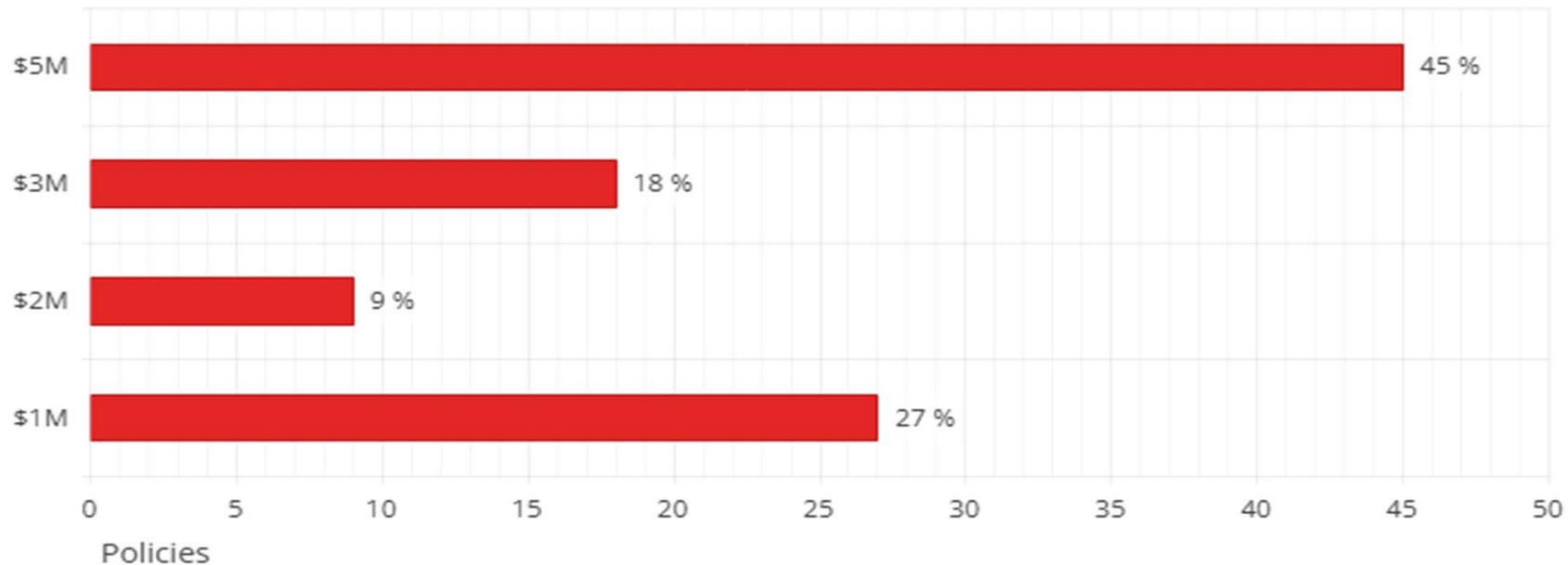
Summary: Public Entities must prioritize AI governance, vendor oversight, and invest in modern defenses to secure cyber insurance coverage and mitigate emerging costs.

Cyber Benchmark

Named Insured: Polk County Board of County Commissioners

The following Limits Benchmarking Analysis is derived from CRC Group's proprietary book of business and has been filtered by the parameters outlined below to compare only CRC Group accounts with similar risk profiles.

Total Cyber Account Limits

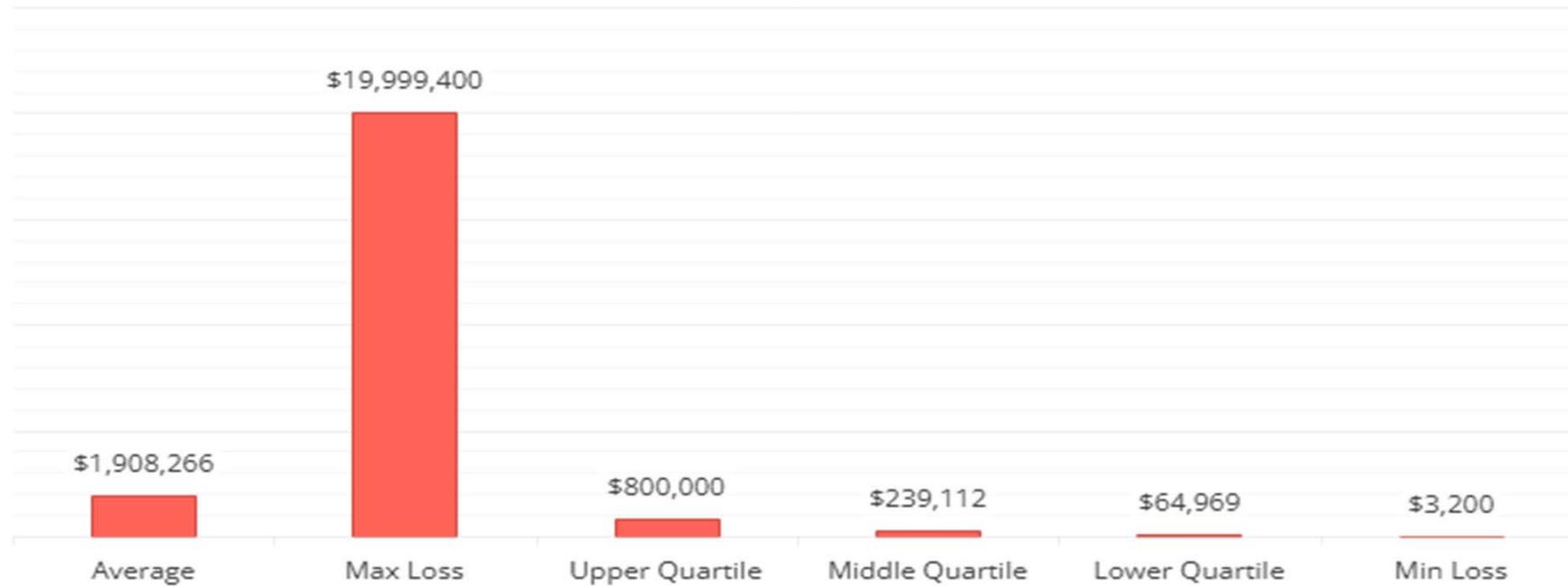


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Historical Peer Group Losses

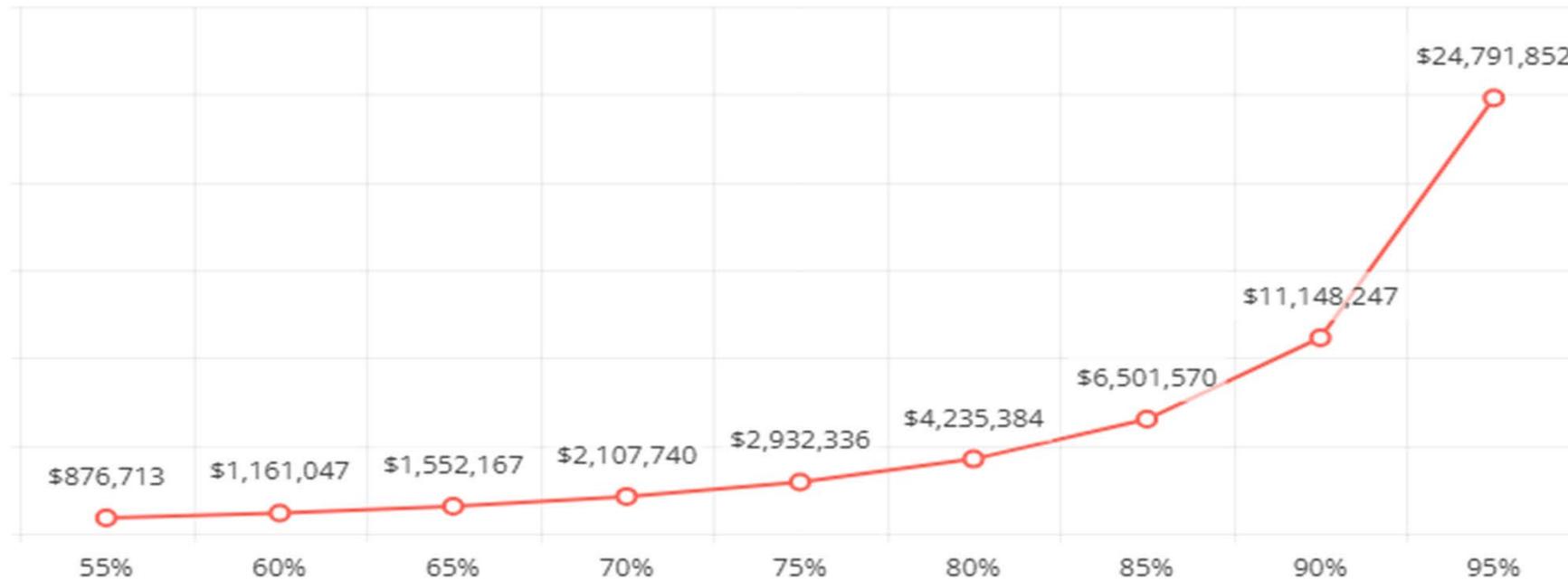


Cyber Benchmark

Account Limits Confidence Intervals

The 95% Confidence Interval above is derived from an aggregated cyber breach and loss dataset provided by Advisen, and models degrees of Cyber Limit confidence in the event of a breach for Institutional / Government companies and 10,000,000,000 records affected. The Sample Case Study below is filtered for Institutional / Government companies

Account Limits Confidence Intervals



Cyber Sample Case Study

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Polk County Cyber Claims/Vulnerabilities

Claims	Loss Date	Loss Paid	Status
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Alleged Lost Thumb Drive Sent Through Mail	3/29/2017	\$4,617	Closed

AIG Cyber Year Over Year

Media Content	2024	2025
Sublimit of Liability	\$1M	\$1M
Retention	\$100k	\$100k
Retroactive Date	Full Prior	Full Prior
Continuity Date	10/1/11	10/1/11

Event Management	2024	2025
Sublimit of Liability	\$1M	\$1M
Retention	\$100K	\$100K
Retroactive Date	N/A	N/A
Continuity Date	N/A	N/A

Security Privacy	2024	2025
Limit of Liability	\$1M	\$1M
Retention	\$100k	\$100k
Retroactive Date	Full Prior	Full Prior
Continuity Date	10/1/11	10/1/11

Cyber Extortion	2024	2025
Limit of Liability	\$1M	\$1M
Retention	\$100k	\$100k
Retroactive Date	N/A	N/A
Continuity Date	N/A	N/A

Network Interruption	2024	2025
Limit of Liability	\$1M	\$1M
Retention	\$100k	\$100k
Waiting Period	10H	8H
Retro/Continuity	N/A	N/A

Reputation Guard	2024	2025
Limit Of Liability	\$50K	\$50K
Retention	\$0	\$0
Retroactive Date	N/A	N/A
Continuity Date	10/1/11	10/1/11

Cyber Liability Limit Options and Historical Premiums

Cyber Liability Options	2017	2018	2019	2020	2021	2022	2023	2024	2025
\$5M Limit	\$55,941	\$56,030	\$56,058	\$110,025					
Retention Level	\$100,000	\$100,000	\$100,000	\$100,000					
Carrier	(AIG) Illinois National	(AIG) Illinois National	National Union Fire	National Union Fire					
\$2M Limit					\$145,569				
Retention Level					\$750,000				
Carrier					AIG Specialty				
\$1M Limit						\$115,000	\$115,000	\$145,000	\$134,838
Retention Level						\$750,000	\$750,000	\$100,000	\$100,000
Carrier						AIG Specialty	AIG Specialty	AIG Specialty	AIG Specialty

Cyber Market Summary

Carrier	Response
Ambridge	Declined due to class of business/size
At-Bay	Declined due to class of business/size
Axis	Could not meet the deadline. We will advise if we receive any alternative competitive terms
AXAXL	Could not be competitive with current terms
Beazley	Declined due to class of business/size
CFC	Declined due to class of business/size
CN A	Declined due to class of business/size
Coalition	Could not meet the deadline. We will advise if we receive any alternative competitive terms
Corvus	Declined due to mitigation controls.
Cowbell	Declined due to class of business/size
Crum&Forster	Could not meet the deadline. We will advise if we receive any alternative competitive terms
CV Starr	Could not meet the deadline. We will advise if we receive any alternative competitive terms
Hartford	Declined due to class of business/size
Ironshore	Declined due to class of business/size
Markel	Declined due to class of business/size
Philadelphia	Declined due to class of business/size
TMHCC	Could not meet the deadline. We will advise if we receive any alternative competitive terms
Travelers	Declined due to class of business/size
Westchester	Could not meet the deadline. We will advise if we receive any alternative competitive terms



The Cheetah: Since our beginning, we have known that doing the best for our customers requires constant persistence and vision. The cheetah, which represents vision, swiftness, strength, and agility, embodies our company culture and has served as a symbol for Brown & Brown since the 1980s.

For Additional Information: Nicole Long

Senior Vice President, CIC | (407) 468-3309 | Nicole.long@bbrown.com



Polk County
Board of County Commissioners

Agenda Item R.17.

9/16/2025

SUBJECT

Approve Cyber Risk and Network Security Liability annual insurance policy renewal effective October 1, 2025, through September 30, 2026. (one-time payment of \$134,838)

DESCRIPTION

The Cyber Risk insurance policy, which covers the BoCC and all Constitutional Offices, is currently written with AIG/Lexington and set to expire on September 30, 2025. AIG holds an A.M. Best Rating of A XV, indicating excellent financial stability. The expiring policy carries a premium of \$145,000.

The Risk Management and Information Technology Divisions, together with the IT departments of each Constitutional Office and the County's insurance broker, Brown and Brown, marketed the coverage to a broad range of worldwide cyber insurers. Following this comprehensive effort, AIG submitted the most competitive renewal quote at \$134,838 for equivalent terms and conditions. This represents a premium decrease of \$10,162, or approximately 7%, compared to the expiring policy.

RECOMMENDATION

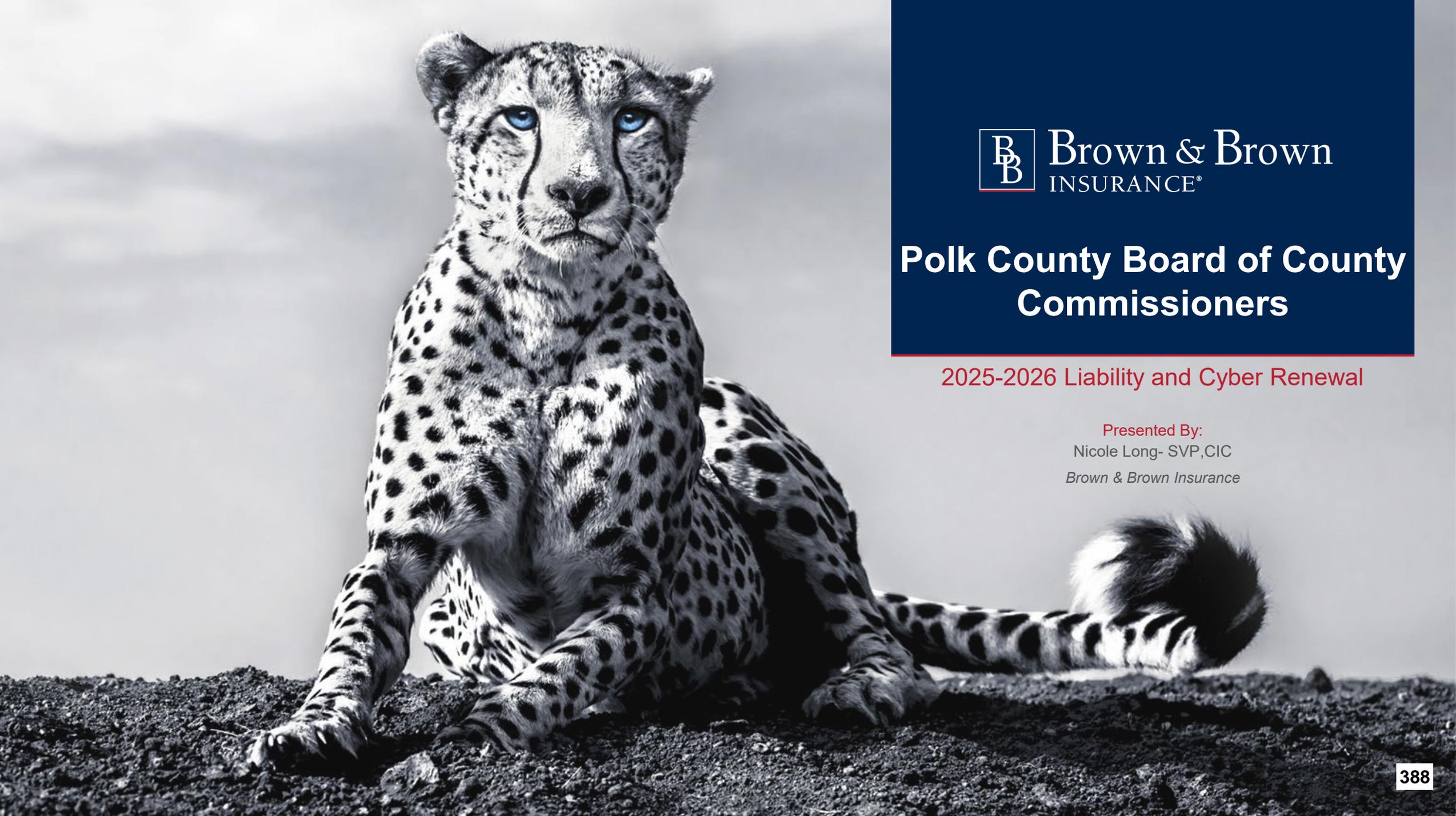
Request Board approval for the Risk Management Director to bind coverage with AIG/Lexington for Cyber Risk insurance for the total annual premium of \$134,838.

FISCAL IMPACT

Funds are available in the Risk Management General Fund Budget.

CONTACT INFORMATION

Mark Thomas
Director, Risk Management
863-534-5265



Brown & Brown
INSURANCE®

Polk County Board of County Commissioners

2025-2026 Liability and Cyber Renewal

Presented By:

Nicole Long- SVP, CIC

Brown & Brown Insurance



Presentation Agenda

1

Current Liability Landscape

2

Comparing Years Coverage

3

Current Cyber Landscape

4

Comparing Years Coverage

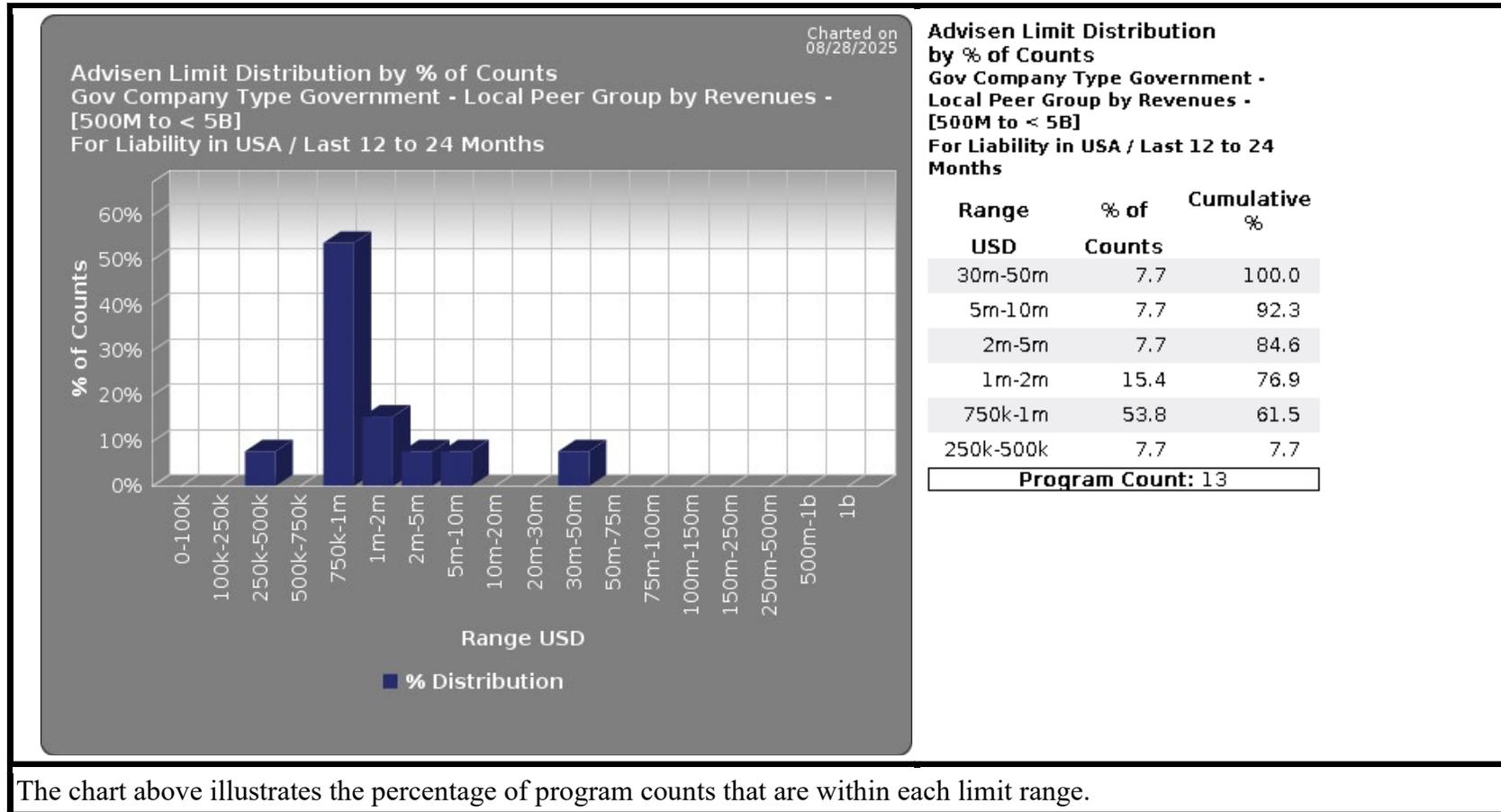
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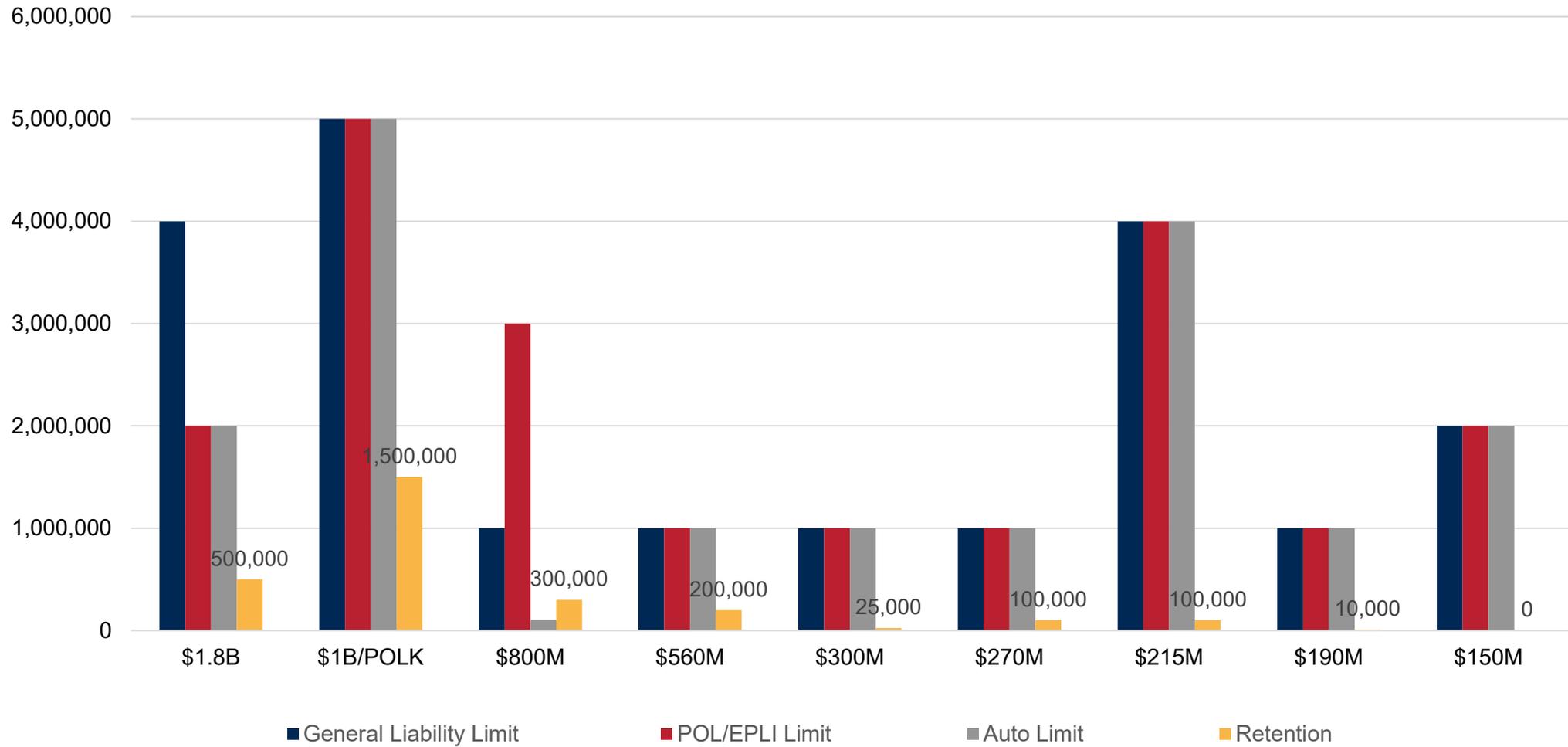


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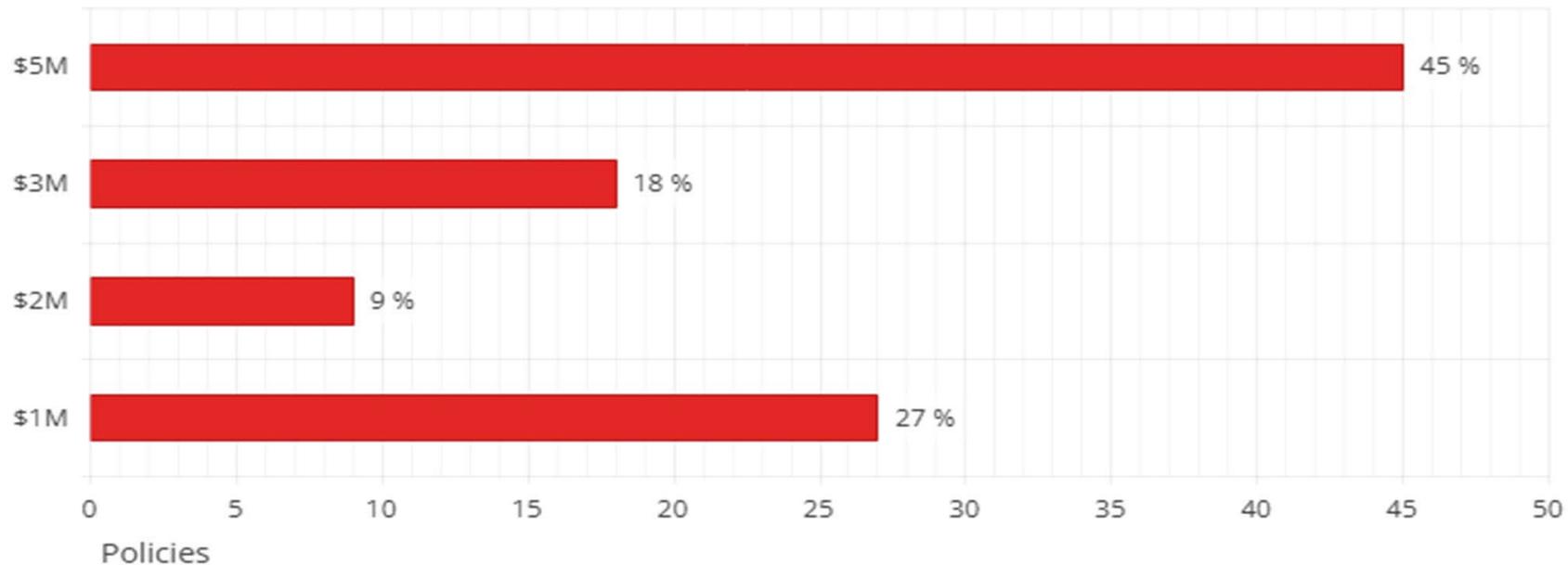
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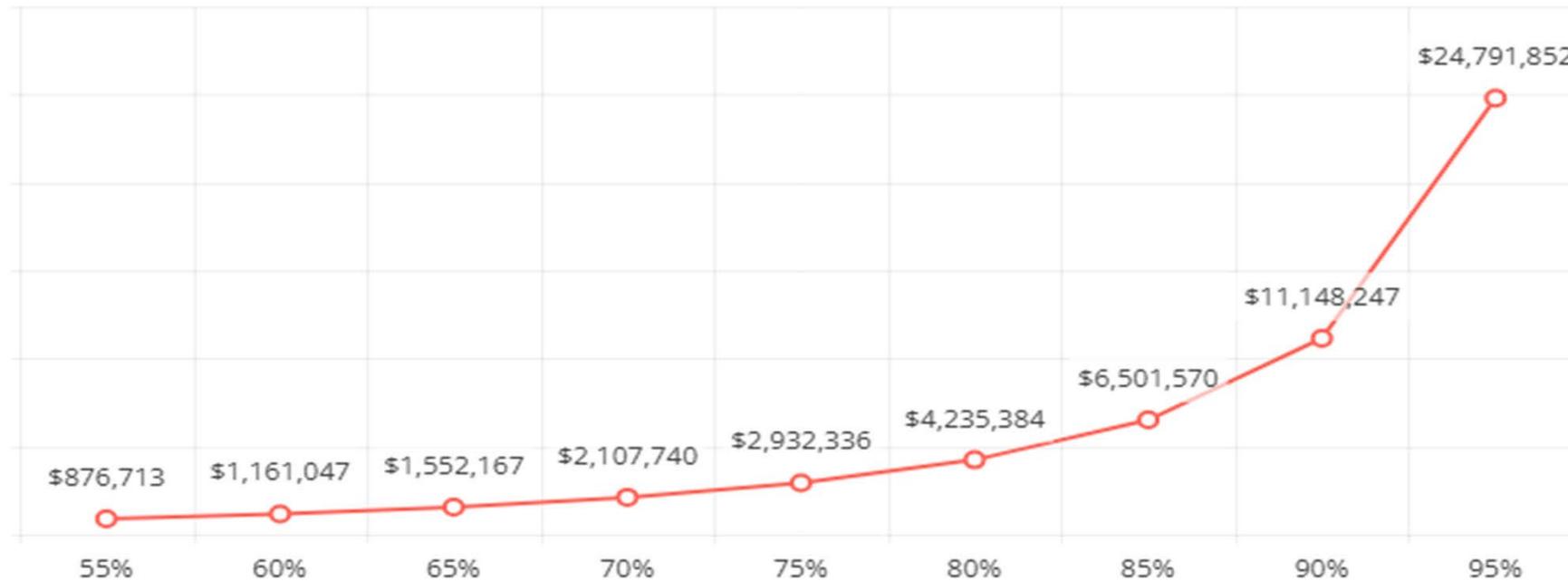


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Retroactive Date	Full Prior	Full Prior
Continuity Date	10/1/11	10/1/11

Cyber Extortion	2024	2025
Limit of Liability	\$1M	\$1M
Retention	\$100k	\$100k
Retroactive Date	N/A	N/A
Continuity Date	N/A	N/A

Network Interruption	2024	2025
Limit of Liability	\$1M	\$1M
Retention	\$100k	\$100k
Waiting Period	10H	8H
Retro/Continuity	N/A	N/A

Reputation Guard	2024	2025
Limit Of Liability	\$50K	\$50K
Retention	\$0	\$0
Retroactive Date	N/A	N/A
Continuity Date	10/1/11	10/1/11

Cyber Liability Limit Options and Historical Premiums

Cyber Liability Options	2017	2018	2019	2020	2021	2022	2023	2024	2025
\$5M Limit	\$55,941	\$56,030	\$56,058	\$110,025					
Retention Level	\$100,000	\$100,000	\$100,000	\$100,000					
Carrier	(AIG) Illinois National	(AIG) Illinois National	National Union Fire	National Union Fire					
\$2M Limit					\$145,569				
Retention Level					\$750,000				
Carrier					AIG Specialty				
\$1M Limit						\$115,000	\$115,000	\$145,000	\$134,838
Retention Level						\$750,000	\$750,000	\$100,000	\$100,000
Carrier						AIG Specialty	AIG Specialty	AIG Specialty	AIG Specialty

Cyber Market Summary

Carrier	Response
Ambridge	Declined due to class of business/size
At-Bay	Declined due to class of business/size
Axis	Could not meet the deadline. We will advise if we receive any alternative competitive terms
AXAXL	Could not be competitive with current terms
Beazley	Declined due to class of business/size
CFC	Declined due to class of business/size
CN A	Declined due to class of business/size
Coalition	Could not meet the deadline. We will advise if we receive any alternative competitive terms
Corvus	Declined due to mitigation controls.
Cowbell	Declined due to class of business/size
Crum&Forster	Could not meet the deadline. We will advise if we receive any alternative competitive terms
CV Starr	Could not meet the deadline. We will advise if we receive any alternative competitive terms
Hartford	Declined due to class of business/size
Ironshore	Declined due to class of business/size
Markel	Declined due to class of business/size
Philadelphia	Declined due to class of business/size
TMHCC	Could not meet the deadline. We will advise if we receive any alternative competitive terms
Travelers	Declined due to class of business/size
Westchester	Could not meet the deadline. We will advise if we receive any alternative competitive terms



The Cheetah: Since our beginning, we have known that doing the best for our customers requires constant persistence and vision. The cheetah, which represents vision, swiftness, strength, and agility, embodies our company culture and has served as a symbol for Brown & Brown since the 1980s.

For Additional Information: Nicole Long

Senior Vice President, CIC | (407) 468-3309 | Nicole.long@bbrown.com



Polk County
Board of County Commissioners

Agenda Item R.18.

9/16/2025

SUBJECT

Approve three Low Income Pool Letters of Agreement with the State of Florida Agency for Health Care Administration as the non-federal/state share of matching funds for: 1) Central Florida Health Care, Inc. 2) Peace River Center for Personal Development, Inc. 3) Tri-County Human Services, Inc. (not-to-exceed \$3,545,953.46 one-time expense).

DESCRIPTION

The Low Income Pool program is authorized by the federal Centers for Medicare and Medicaid Services through waivers and state plan amendments. The program provides government support for safety-net health care service providers for the costs of uncompensated charity care for uninsured low-income individuals. County governments use InterGovernmental Transfers to send matching funds to the state Agency for Health Care Administration as the non-federal/state share on behalf of qualifying health care service providers. The State draws down the federal matching funds based on utilization and sends total combined funds directly to the health care service providers.

Approximately \$67.9 million has been leveraged through the indigent health care fund over the past 18 years to return a benefit estimated in the amount of \$169.8 million directly to qualified health care service providers towards uncompensated care for uninsured Polk County residents.

The State provided the County with Letters of Agreement that will include the non-federal/state match required in order for the following health care providers to benefit from the Low Income Pool program:

- Central Florida Health Care - match in the amount of \$1,059,010.46
- Peace River Center - match in the amount of \$1,786,675.00
- Tri County Human Services - match in the amount of \$700,268.00

This funding was presented to the Citizen's Healthcare Oversight Committee in June 2025 and recommended for approval.

Since the statutory deadline for executed Letters of Agreement be provided to the State on or before October 1, 2025, administration is requesting the Board to execute the LOAs prior to the deadline.

RECOMMENDATION

Approve three Low Income Pool Letters of Agreement with the Agency for Health Care Administration for Low Income Pool matching funds before the deadline of October 1, 2025.

FISCAL IMPACT

Funds are budgeted in the Indigent Health Care Fund.

CONTACT INFORMATION

Joy Johnson, Administrator, Health and Human Services at 863-534-5204.

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2025, by and between **Polk County BoCC** (the “IGT Provider”) on behalf of **Central Florida Health Care, Inc** and the State of Florida, **Agency for Health Care Administration** (the “Agency”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

“Charity care” or “uncompensated charity care” means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts, regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children’s Health Insurance Program (CHIP) shortfall. The state and providers that are participating in the Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

“Low Income Pool (LIP)” means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, “bad debt,” or Medicaid and CHIP shortfall.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2025-2026, passed by the 2025 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$1,059,010.46**.

- a. The IGT Provider and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the IGT Provider and the State of Florida at large.
- b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:
 - i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and

rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

1. The IGT Provider will return the signed LOA to the Agency no later than October 1, 2025.
2. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$1,059,010.46**.
 - a. Per Florida Statute 409.908, annual payments for the months of July 2025 through June 2026 are due to the Agency no later than October 31, 2025, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
3. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
 - a. Audits and Records
 - i. The IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
 - ii. The IGT Provider agrees to ensure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
 - iii. The IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. Retention of Records
 - i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
 - ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.

- i. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
 - c. Monitoring
 - i. The IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.
 - d. Assignment and Subcontracts
 - i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
- 4. This LOA may only be amended upon written agreement signed by both parties. The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely, the exchange of signed copies of a revised LOA.
- 5. The IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to redirect any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
- 6. The IGT Provider agrees the following provision shall be included in any agreements between the IGT Provider and local providers where IGT funding is provided pursuant to this LOA: "Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes."
- 7. This LOA covers the period of July 1, 2025, through June 30, 2026, and shall be terminated September 30, 2026, which includes the state's certified forward period.
- 8. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2025-2026
Estimated IGTs	\$1,059,010.46
Total Funding Not to Exceed	\$1,059,010.46

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this (4) page Letter of Agreement to be executed by their undersigned officials as duly authorized.

POLK COUNTY BOCC

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: Stephanie Scanlon

TITLE:

TITLE: Chief of Medicaid Program
Finance

DATE: _____

DATE: _____

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2025, by and between **Polk County** (the “IGT Provider”) on behalf of **Peace River Center for Personal Development, Inc.** and the State of Florida, **Agency for Health Care Administration** (the “Agency”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

“Charity care” or “uncompensated charity care” means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts, regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children’s Health Insurance Program (CHIP) shortfall. The state and providers that are participating in the Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

“Low Income Pool (LIP)” means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, “bad debt,” or Medicaid and CHIP shortfall.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2025-2026, passed by the 2025 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$1,786,675**.

- a. The IGT Provider and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the IGT Provider and the State of Florida at large.
- b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:
 - i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and

rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

1. The IGT Provider will return the signed LOA to the Agency no later than October 1, 2025.
2. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$1,786,675**.
 - a. Per Florida Statute 409.908, annual payments for the months of July 2025 through June 2026 are due to the Agency no later than October 31, 2025, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
3. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
 - a. Audits and Records
 - i. The IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
 - ii. The IGT Provider agrees to ensure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
 - iii. The IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
 - b. Retention of Records
 - i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
 - ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.

- i. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
 - c. Monitoring
 - i. The IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.
 - d. Assignment and Subcontracts
 - i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
- 4. This LOA may only be amended upon written agreement signed by both parties. The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely, the exchange of signed copies of a revised LOA.
- 5. The IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to redirect any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
- 6. The IGT Provider agrees the following provision shall be included in any agreements between the IGT Provider and local providers where IGT funding is provided pursuant to this LOA: "Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes."
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- 8. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2025-2026
Estimated IGTs	\$1,786,675.00
Total Funding Not to Exceed	\$1,786,675.00

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this (4) page Letter of Agreement to be executed by their undersigned officials as duly authorized.

POLK COUNTY

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: Stephanie Scanlon

TITLE:

TITLE: Chief of Medicaid Program
Finance

DATE: _____

DATE: _____

Low Income Pool Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2025, by and between **Polk County** (the “IGT Provider”) on behalf of **Tri-County Human Services, Inc.** and the State of Florida, **Agency for Health Care Administration** (the “Agency”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

“Charity care” or “uncompensated charity care” means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts, regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children’s Health Insurance Program (CHIP) shortfall. The state and providers that are participating in the Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

“Low Income Pool (LIP)” means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, “bad debt,” or Medicaid and CHIP shortfall.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

A. GENERAL PROVISIONS

1. Per Senate Bill 2500, the General Appropriations Act of State Fiscal Year 2025-2026, passed by the 2025 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$700,268**.

- a. The IGT Provider and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the IGT Provider and the State of Florida at large.
- b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:
 - i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and

rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

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- 8. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

LIP Local Intergovernmental Transfers (IGTs)	
Program / Amount	State Fiscal Year 2025-2026
Estimated IGTs	\$700,268.00
Total Funding Not to Exceed	\$700,268.00

WITNESSETH:

IN WITNESS WHEREOF, the parties have caused this (4) page Letter of Agreement to be executed by their undersigned officials as duly authorized.

POLK COUNTY

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: Stephanie Scanlon

TITLE:

TITLE: Chief of Medicaid Program
Finance

DATE: _____

DATE: _____

Inter**G**overnmental **T**ransfers

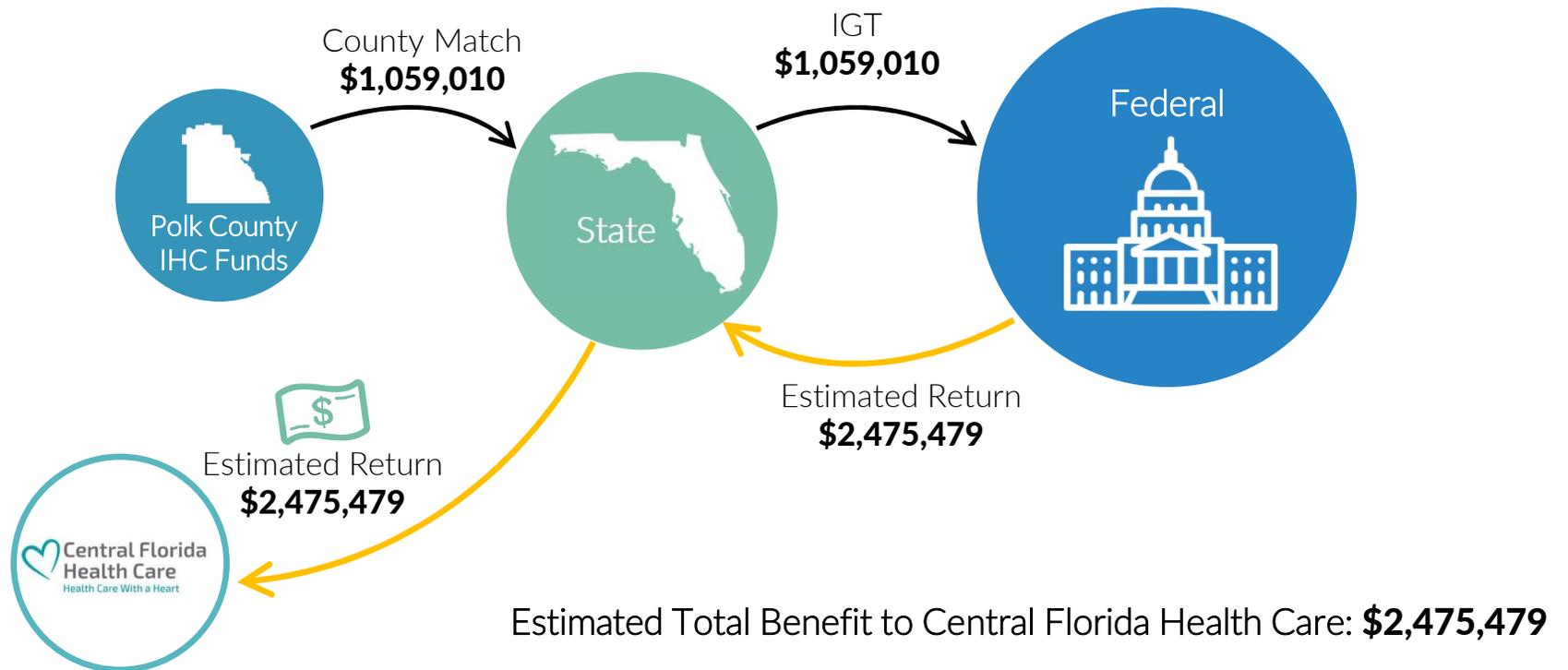
Low **I**ncome **P**ool

September 12, 2025

Joy Johnson, Health and Human Services Administrator

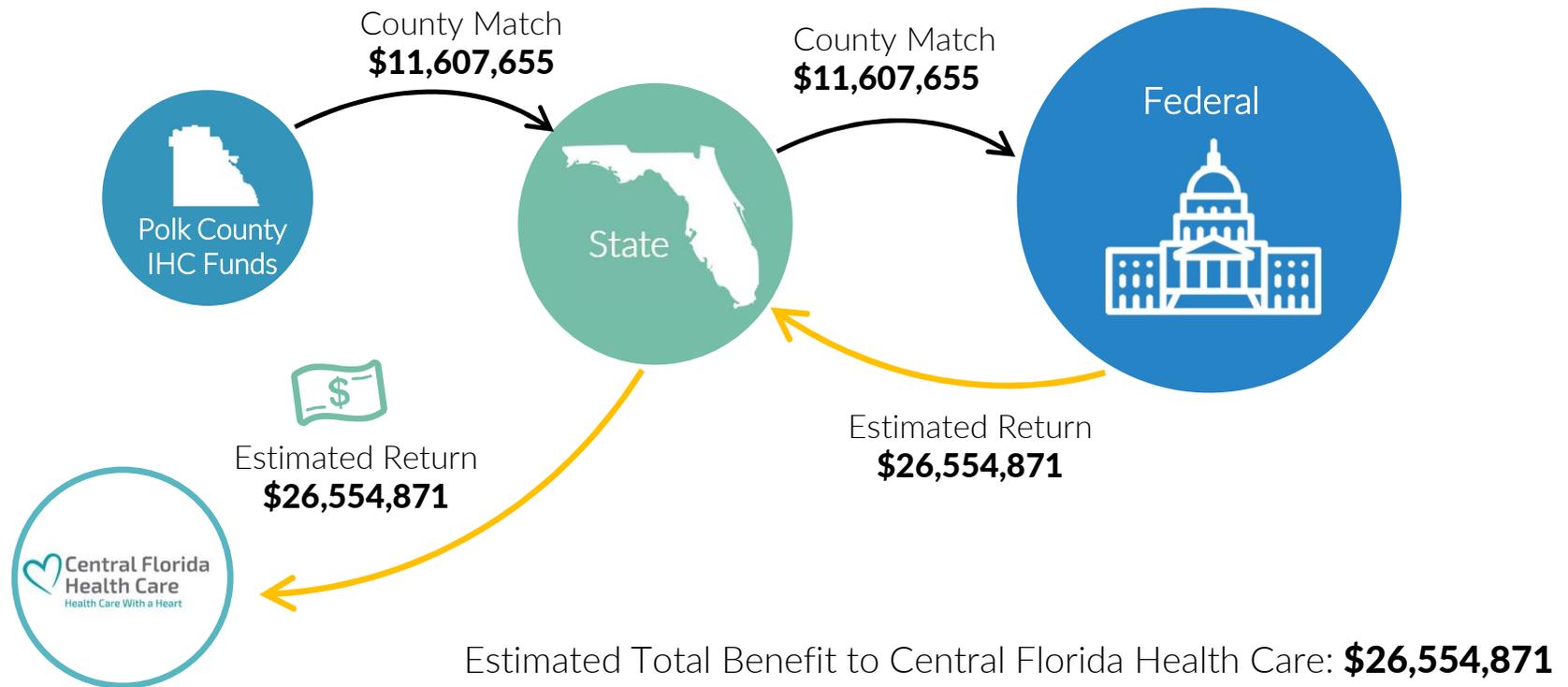
Central Florida Health Care

LIP Funding State FY 25/26



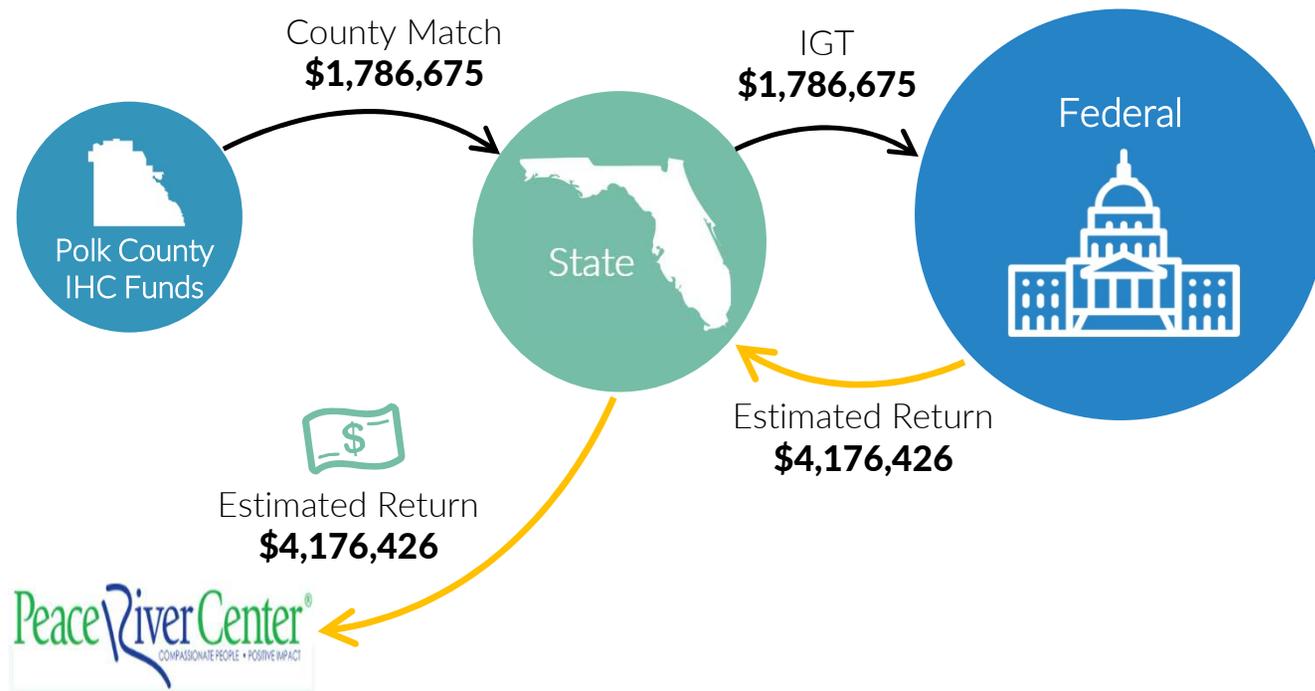
Central Florida Health Care

LIP Historical Funding from 2008 to 2026



Peace River Center

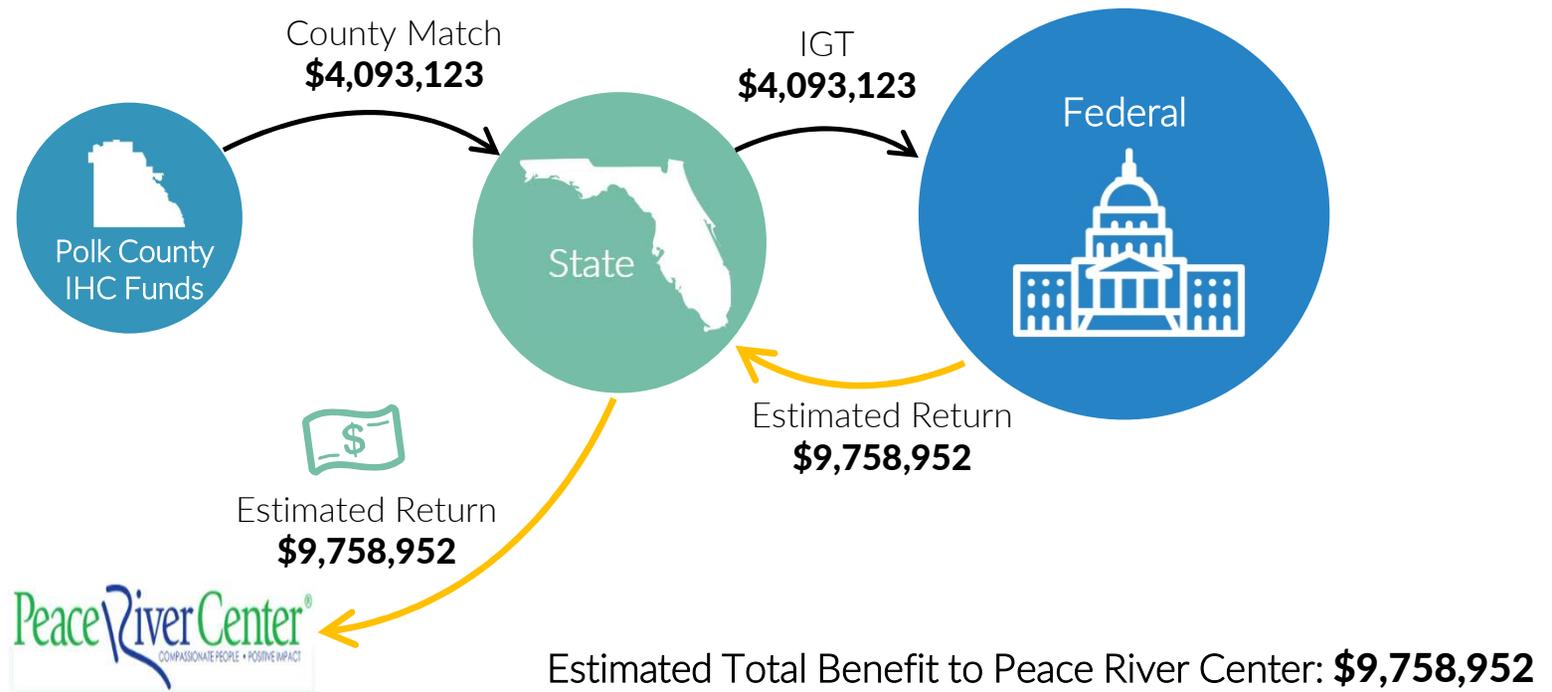
LIP Funding State FY 25/26



Estimated Total Benefit to Peace River Center: **\$4,176,426**

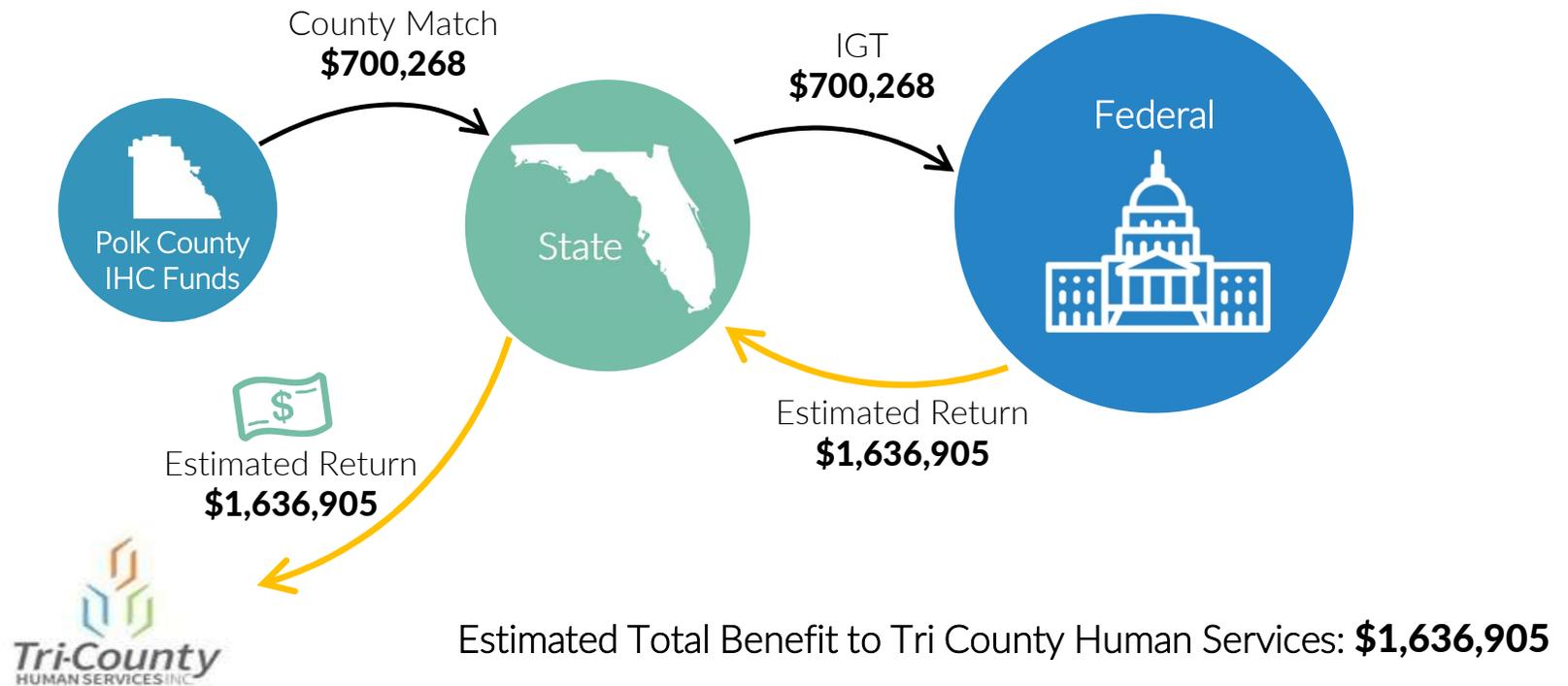
Peace River Center

LIP Historical Funding from 2022 to 2026



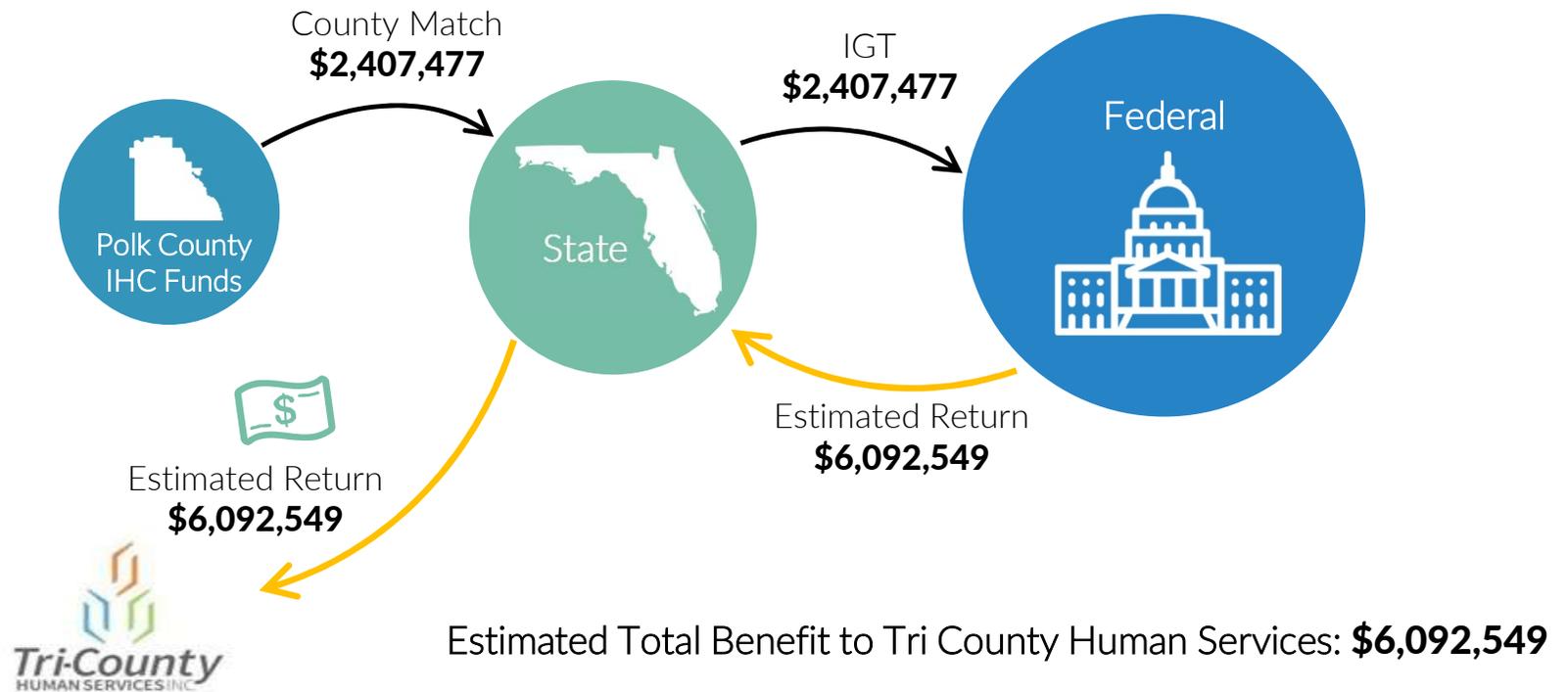
Tri-County Human Services

LIP Funding State FY 25/26



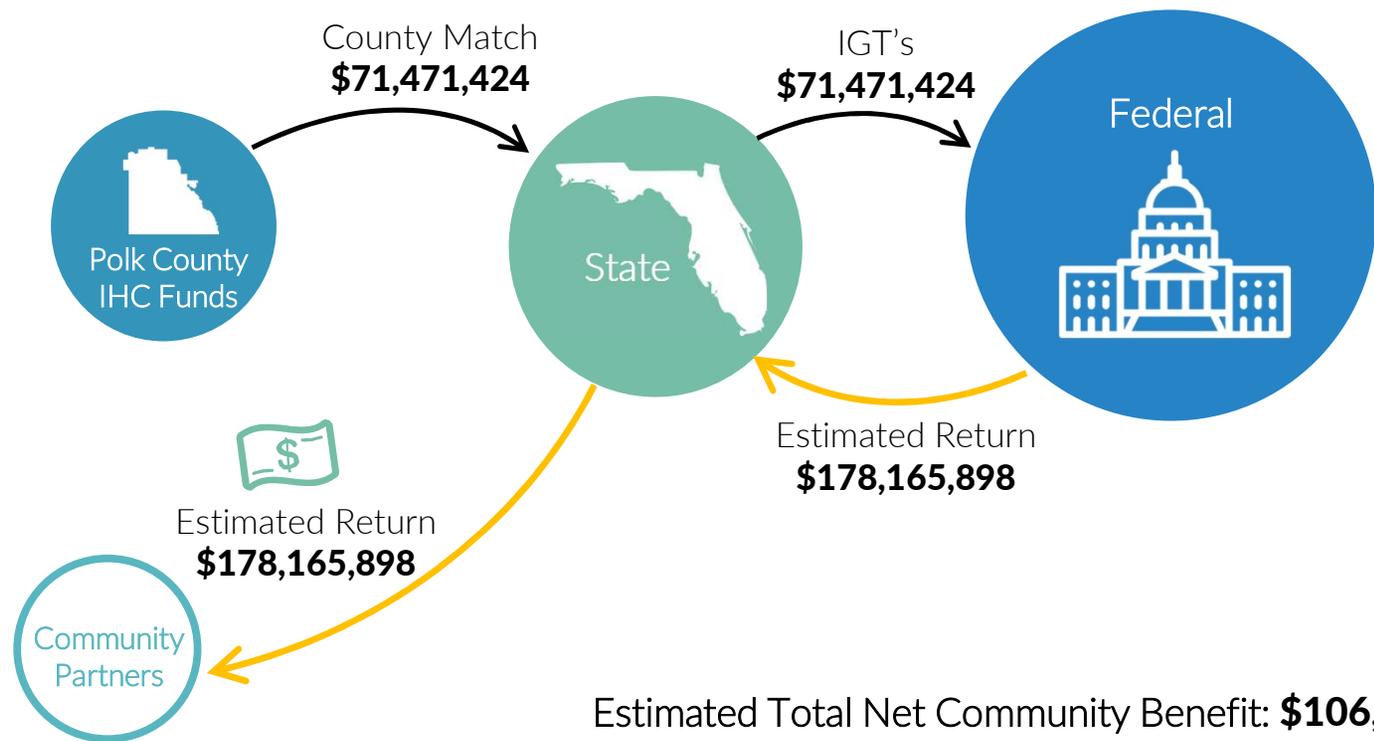
Tri-County Human Services

LIP Historical Funding from 2022 to 2026



TOTAL LIP Funding

2008 to 2026



Revised 9/10/2025



Intergovernmental Transfers Questionnaire

IGT Provider Name:	Polk County
Health Care Provider Name:	Central Florida Health Care, Inc.
IGT Amount:	\$ 1,059,010.46
State Fiscal Year Ending:	6/30/2026

1. What type of governmental entity is your organization considered? (county, city, hospital taxing district, or other)

County

If other, please explain

2. Does your organization have a relationship with the provider for which you contribute IGTs as named in the preamble of the enclosed Letter of Agreement (LOA)?

Yes

If yes, please describe your relationship, including services provided to/by the provider to/by the organization and any other financial transactions between the provider and the organization.

Shared commitment to provide health care services to non-Medicaid eligible qualified persons

3. Please describe the source of the IGT funding for your organization, including whether the source is from a tax, a provider donation, or other funds. Provide the amount of funding from each source.

Source	Amount
1/2 Cent Indigent Health Care Sales Tax	\$ 1,059,010
	\$ -
	\$ -

If other, please explain

a. Verify whether the funds are public funds as defined by 42 CFR § 433.51, and exclude any federal funds.

Yes

If no, please explain

4. Does your organization have taxing authority?

Yes

5. If the source of IGT funding is from taxes, please answer the following questions:

a. Is the tax a state, county, city, or hospital district tax?

County

If other, please explain

b. What entities are taxed?

All

c. What is the tax structure (i.e. property tax, percentage of revenue, assessment, etc.)?

Funded through a half-cent sales surtax for indigent health care (F.S. 212.0055 (7))

d. What is the amount or percent of the tax?

1/2 cent

e. Does at least 85% of the burden of the tax revenue fall on health care providers as defined in 42 CFR §433.55? (Provide the total tax revenue and the health care provider tax burden) If so, please answer the following questions:

	Amount
Total Tax Burden	\$ -
Healthcare Provider Tax Burden	\$ -

0.00%

i) Is the tax broad based? A broad based tax can be defined as a tax that is imposed on at least all health care items or services in the class or providers of such items or services furnished by all non-Federal, non-public providers in the State, and is imposed uniformly, pursuant to 42 CFR § 433.68.

If no, please explain

ii) Is the tax uniform across all entities being taxed? Based on 42 CFR § 433.68, a health care-related tax will be considered to be imposed uniformly even if it excludes Medicaid or Medicare payments (in whole or in part), or both; or in the case of health care-related tax based on revenue or receipts with respect to a class of items or services, if it excludes either Medicaid or Medicare revenue with respect to a class of items or services, or both. The exclusion of Medicaid revenue must be applied uniformly to all providers being taxed.

[Redacted]

If no, please explain

[Redacted]

iii) Is the tax generally redistributive and a waiver of the broad-based or uniform tax requirement was granted in accordance with 42 CFR §433.68(e)?

[Redacted]

If no, please explain

[Redacted]

iv) Does the tax program comply with the hold harmless provisions included in 42 CFR § 433.68(f)?

[Redacted]

If no, please explain

[Redacted]

v) Does every tax paying entity receive a supplemental payment equal to or exceeding its tax cost?

[Redacted]

If yes, please explain

[Redacted]

6. Please answer the following regarding provider funds received from the healthcare entity and/or other health care entities.

a. Are provider voluntary payments or in-kind services received by the organization as defined in 42 CFR § 433.52?

[Redacted]

b. How much of the organization's revenue is received from provider-related donations (Provide the total revenue and the provider-related donation amounts)?

	Amount
Total Revenue	\$ -
Provider Related Donations	\$ -

c. Do individual provider donations exceed \$5,000 per year or \$50,000 per year for a health care organizational entity?

No

If yes, please list the provider and payment amount.

Provider Name	Funding Source	Amount
		\$ -
		\$ -
		\$ -

d. Does any portion of the provider donation constitute as a “bona fide donation” pursuant to 42 CFR § 433.54? 42 CFR § 433.54 requires donations will not be returned to the individual provider, the provider class, or related entity under a hold harmless provision.

[Redacted]

e. Is there an agreement between the IGT provider and the health care entity? If so, please specify whether the agreement is written and provide the details.

[Redacted]

7. Were funds utilized for the IGT specifically appropriated by the organization's board?

Yes

If yes, provide the board minutes and date of the appropriation.

9/16/2025

I _____ certify that the statements and information contained in this submittal are true, accurate, and complete.

Signature of Officer or Administrator

Title

Date



Intergovernmental Transfers Questionnaire

IGT Provider Name:	Polk County
Health Care Provider Name:	Peace River Center for Personal Development, Inc.
IGT Amount:	\$ 1,786,675.00
State Fiscal Year Ending:	6/30/2026

1. What type of governmental entity is your organization considered? (county, city, hospital taxing district, or other)

County

If other, please explain

2. Does your organization have a relationship with the provider for which you contribute IGTs as named in the preamble of the enclosed Letter of Agreement (LOA)?

Yes

If yes, please describe your relationship, including services provided to/by the provider to/by the organization and any other financial transactions between the provider and the organization.

Shared commitment to provide health care services to non-Medicaid eligible qualified persons

3. Please describe the source of the IGT funding for your organization, including whether the source is from a tax, a provider donation, or other funds. Provide the amount of funding from each source.

Source	Amount
1/2 Cent Indigent Health Care Sales Tax	\$ 1,786,675
	\$ -
	\$ -

If other, please explain

a. Verify whether the funds are public funds as defined by 42 CFR § 433.51, and exclude any federal funds.

Yes

If no, please explain

4. Does your organization have taxing authority?

Yes

5. If the source of IGT funding is from taxes, please answer the following questions:

a. Is the tax a state, county, city, or hospital district tax?

County

If other, please explain

b. What entities are taxed?

All

c. What is the tax structure (i.e. property tax, percentage of revenue, assessment, etc.)?

Funded through a half-cent sales surtax for indigent health care (F.S. 212.0055 (7))

d. What is the amount or percent of the tax?

1/2 cent

e. Does at least 85% of the burden of the tax revenue fall on health care providers as defined in 42 CFR §433.55? (Provide the total tax revenue and the health care provider tax burden) If so, please answer the following questions:

	Amount	
Total Tax Burden	\$	-
Healthcare Provider Tax Burden	\$	-
		0.00%

i) Is the tax broad based? A broad based tax can be defined as a tax that is imposed on at least all health care items or services in the class or providers of such items or services furnished by all non-Federal, non-public providers in the State, and is imposed uniformly, pursuant to 42 CFR § 433.68.

If no, please explain

ii) Is the tax uniform across all entities being taxed? Based on 42 CFR § 433.68, a health care-related tax will be considered to be imposed uniformly even if it excludes Medicaid or Medicare payments (in whole or in part), or both; or in the case of health care-related tax based on revenue or receipts with respect to a class of items or services, if it excludes either Medicaid or Medicare revenue with respect to a class of items or services, or both. The exclusion of Medicaid revenue must be applied uniformly to all providers being taxed.

[Redacted]

If no, please explain

[Redacted]

iii) Is the tax generally redistributive and a waiver of the broad-based or uniform tax requirement was granted in accordance with 42 CFR §433.68(e)?

[Redacted]

If no, please explain

[Redacted]

iv) Does the tax program comply with the hold harmless provisions included in 42 CFR § 433.68(f)?

[Redacted]

If no, please explain

[Redacted]

v) Does every tax paying entity receive a supplemental payment equal to or exceeding its tax cost?

[Redacted]

If yes, please explain

[Redacted]

6. Please answer the following regarding provider funds received from the healthcare entity and/or other health care entities.

a. Are provider voluntary payments or in-kind services received by the organization as defined in 42 CFR § 433.52?

[Redacted]

b. How much of the organization's revenue is received from provider-related donations (Provide the total revenue and the provider-related donation amounts)?

	Amount
Total Revenue	\$ -
Provider Related Donations	\$ -

c. Do individual provider donations exceed \$5,000 per year or \$50,000 per year for a health care organizational entity?

No

If yes, please list the provider and payment amount.

Provider Name	Funding Source	Amount
		\$ -
		\$ -
		\$ -

d. Does any portion of the provider donation constitute as a “bona fide donation” pursuant to 42 CFR § 433.54? 42 CFR § 433.54 requires donations will not be returned to the individual provider, the provider class, or related entity under a hold harmless provision.

e. Is there an agreement between the IGT provider and the health care entity? If so, please specify whether the agreement is written and provide the details.

7. Were funds utilized for the IGT specifically appropriated by the organization's board?

If yes, provide the board minutes and date of the appropriation.

9/16/2025

I William D. Beasley certify that the statements and information contained in this submittal are true, accurate, and complete.

Signature of Officer or Administrator

County Manager

Title

Date



Intergovernmental Transfers Questionnaire

IGT Provider Name:	Polk County
Health Care Provider Name:	Tri-County Human Services, Inc.
IGT Amount:	\$ 700,268.00
State Fiscal Year Ending:	6/30/2026

1. What type of governmental entity is your organization considered? (county, city, hospital taxing district, or other)

County

If other, please explain

2. Does your organization have a relationship with the provider for which you contribute IGTs as named in the preamble of the enclosed Letter of Agreement (LOA)?

Yes

If yes, please describe your relationship, including services provided to/by the provider to/by the organization and any other financial transactions between the provider and the organization.

Shared commitment to provide health care services to non-Medicaid eligible qualified persons

3. Please describe the source of the IGT funding for your organization, including whether the source is from a tax, a provider donation, or other funds. Provide the amount of funding from each source.

Source	Amount
1/2 Cent Indigent Health Care Sales Tax	\$ 700,268
	\$ -
	\$ -

If other, please explain

a. Verify whether the funds are public funds as defined by 42 CFR § 433.51, and exclude any federal funds.

Yes

If no, please explain

4. Does your organization have taxing authority?

Yes

5. If the source of IGT funding is from taxes, please answer the following questions:

a. Is the tax a state, county, city, or hospital district tax?

County

If other, please explain

b. What entities are taxed?

All

c. What is the tax structure (i.e. property tax, percentage of revenue, assessment, etc.)?

Funded through a half-cent sales surtax for indigent health care (F.S. 212.0055 (7))

d. What is the amount or percent of the tax?

1/2 cent

e. Does at least 85% of the burden of the tax revenue fall on health care providers as defined in 42 CFR §433.55? (Provide the total tax revenue and the health care provider tax burden) If so, please answer the following questions:

	Amount	
Total Tax Burden	\$	-
Healthcare Provider Tax Burden	\$	-
		0.00%

i) Is the tax broad based? A broad based tax can be defined as a tax that is imposed on at least all health care items or services in the class or providers of such items or services furnished by all non-Federal, non-public providers in the State, and is imposed uniformly, pursuant to 42 CFR § 433.68.

If no, please explain

ii) Is the tax uniform across all entities being taxed? Based on 42 CFR § 433.68, a health care-related tax will be considered to be imposed uniformly even if it excludes Medicaid or Medicare payments (in whole or in part), or both; or in the case of health care-related tax based on revenue or receipts with respect to a class of items or services, if it excludes either Medicaid or Medicare revenue with respect to a class of items or services, or both. The exclusion of Medicaid revenue must be applied uniformly to all providers being taxed.

[Redacted]

If no, please explain

[Redacted]

iii) Is the tax generally redistributive and a waiver of the broad-based or uniform tax requirement was granted in accordance with 42 CFR §433.68(e)?

[Redacted]

If no, please explain

[Redacted]

iv) Does the tax program comply with the hold harmless provisions included in 42 CFR § 433.68(f)?

[Redacted]

If no, please explain

[Redacted]

v) Does every tax paying entity receive a supplemental payment equal to or exceeding its tax cost?

[Redacted]

If yes, please explain

[Redacted]

6. Please answer the following regarding provider funds received from the healthcare entity and/or other health care entities.

a. Are provider voluntary payments or in-kind services received by the organization as defined in 42 CFR § 433.52?

[Redacted]

b. How much of the organization's revenue is received from provider-related donations (Provide the total revenue and the provider-related donation amounts)?

	Amount
Total Revenue	\$ -
Provider Related Donations	\$ -

c. Do individual provider donations exceed \$5,000 per year or \$50,000 per year for a health care organizational entity?

No

If yes, please list the provider and payment amount.

Provider Name	Funding Source	Amount
		\$ -
		\$ -
		\$ -

d. Does any portion of the provider donation constitute as a “bona fide donation” pursuant to 42 CFR § 433.54? 42 CFR § 433.54 requires donations will not be returned to the individual provider, the provider class, or related entity under a hold harmless provision.

[Redacted]

e. Is there an agreement between the IGT provider and the health care entity? If so, please specify whether the agreement is written and provide the details.

[Redacted]

7. Were funds utilized for the IGT specifically appropriated by the organization's board?

Yes

If yes, provide the board minutes and date of the appropriation.

9/16/2025

I William D. Beasley certify that the statements and information contained in this submittal are true, accurate, and complete.

Signature of Officer or Administrator

County Manager
Title

Date



Polk County
Board of County Commissioners

Agenda Item R.19.

9/16/2025

SUBJECT

Extension of MOU for Fleet Management with the City of Auburndale FY 25/26 (one-time revenue and expense of \$747,700.00)

DESCRIPTION

Polk County Fleet Management has been providing fleet maintenance services to the City of Auburndale under an MOU since 2010. Approval of this extension would continue to provide services for the period October 1, 2025, through September 30, 2026.

The FY 25/26 budgeted revenue of \$747,700.00 is a 6.5% increase over FY 24/25.

RECOMMENDATION

Request the Board approve the vehicle maintenance MOU Extension between the County and the City for the provision of fleet maintenance services to the City from October 1, 2025, through September 30, 2026, for a one-time revenue and expense of \$747,700.00.

FISCAL IMPACT

\$747,700.00 is budgeted in the Fleet Maintenance Fund for FY 25/26 which will be reimbursed by the City per the Memorandum of Understanding

CONTACT INFORMATION

Michael Chase

Director

Fleet Management

863-534-5614

michaelchase@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.20.

9/16/2025

SUBJECT

Extension of MOU for Fleet Management with the City of Lake Wales FY 25/26 (one-time revenue and expense of \$392,928.00)

DESCRIPTION

Polk County Fleet Management has been providing fleet maintenance services to the City of Lake Wales under an MOU since 2010. Approval of this extension would continue to provide services for the period October 1, 2025, through September 30, 2026.

The FY 25/26 budgeted revenue of \$392,928.00 is a 3% increase over FY 24/25.

RECOMMENDATION

Request the Board approve the vehicle maintenance MOU Extension between the County and the City for the provision of fleet maintenance services to the City from October 1, 2025, through September 30, 2026, for a one-time revenue and expense of \$392,928.00

FISCAL IMPACT

\$392,928.00 is budgeted in the Fleet Maintenance Fund for FY 25/26 which will be reimbursed by the City per the Memorandum of Understanding.

CONTACT INFORMATION

Michael Chase

Director

Fleet Management

863-534-5614

michaelchase@polk-county.net

2490 Bob Phillips Road
PO Box 9005 • Drawer AS03
Bartow, Florida 33831-9005



PHONE: 863-534-5660
FAX: 863-534-0390
www.polk-county.net

FLEET MANAGEMENT DIVISION

AGREEMENT TO EXTEND

DATE: July 15, 2025

RE: EXTENSION OF MEMORANDUM OF UNDERSTANDING BETWEEN POLK COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF LAKE WALES FOR FLEET MAINTENANCE SERVICES

VENDOR: Polk County Board of County Commissioners

As confirmation that The CITY OF LAKE WALES is interested in extending the MOU listed above to Polk County Board of County Commissioners, please complete this form and return all three copies to our office no later than August 15, 2025.

The undersigned agrees to extend the above referenced MOU, for the period October 1, 2025, through September 30, 2026, with the terms and conditions set forth in the Memorandum of Understanding with a price adjustment of \$60/hour and parts plus 8% as it pertains to charges incurred beyond the fixed rates as stated on the attached further revised Schedule of Rates (Exhibit A).

If you are not interested in extending the bid for the above-mentioned period, please note "not interested" on this letter and scan and email to michaelchase@polk-county.net or fax back to (863) 534-0390, Attention Michael Chase. If you have any questions, please feel free to contact me at (863) 534-5660.

POLK COUNTY

By: _____ Date _____
Chairman

Attest: Stacy M. Butterfield, County Clerk

By: _____ Date _____
Deputy Clerk

CITY OF LAKE WALES

By: _____ Date: 8/19/25

2490 Bob Phillips Road
PO Box 9005 • Drawer AS03
Bartow, Florida 33831-9005



PHONE: 863-534-5660
FAX: 863-534-0390
www.polk-county.net

FLEET MANAGEMENT DIVISION
AGREEMENT TO EXTEND

DATE: July 15, 2025

RE: EXTENSION OF MEMORANDUM OF UNDERSTANDING BETWEEN POLK COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF LAKE WALES FOR FLEET MAINTENANCE SERVICES

VENDOR: Polk County Board of County Commissioners

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The undersigned agrees to extend the above referenced MOU, for the period **October 1, 2025**, through **September 30, 2026**, with the terms and conditions set forth in the Memorandum of Understanding with a price adjustment of \$60/hour and parts plus 8% as it pertains to charges incurred beyond the fixed rates as stated on the attached further revised Schedule of Rates (Exhibit A).

If you are not interested in extending the bid for the above-mentioned period, please note "not interested" on this letter and scan and email to michaelchase@polk-county.net or fax back to (863) 534-0390, Attention Michael Chase. If you have any questions, please feel free to contact me at (863) 534-5660.

POLK COUNTY

By: _____ Date _____
Chairman

Attest: Stacy M. Butterfield, County Clerk

By: _____ Date _____
Deputy Clerk

CITY OF LAKE WALES

By: _____ Date: 7/19/25

2490 Bob Phillips Road
PO Box 9005 • Drawer AS03
Bartow, Florida 33831-9005



PHONE: 863-534-5660
FAX: 863-534-0390
www.polk-county.net

FLEET MANAGEMENT DIVISION

AGREEMENT TO EXTEND

DATE: July 15, 2025

RE: EXTENSION OF MEMORANDUM OF UNDERSTANDING BETWEEN POLK COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF LAKE WALES FOR FLEET MAINTENANCE SERVICES

VENDOR: Polk County Board of County Commissioners

As confirmation that The CITY OF LAKE WALES is interested in extending the MOU listed above to Polk County Board of County Commissioners, please complete this form and return all three copies to our office no later than August 15, 2025.

The undersigned agrees to extend the above referenced MOU, for the period **October 1, 2025**, through **September 30, 2026**, with the terms and conditions set forth in the Memorandum of Understanding with a price adjustment of \$60/hour and parts plus 8% as it pertains to charges incurred beyond the fixed rates as stated on the attached further revised Schedule of Rates (Exhibit A).

If you are not interested in extending the bid for the above-mentioned period, please note "not interested" on this letter and scan and email to michaelchase@polk-county.net or fax back to (863) 534-0390, Attention Michael Chase. If you have any questions, please feel free to contact me at (863) 534-5660.

POLK COUNTY

By: _____ Date _____
Chairman

Attest: Stacy M. Butterfield, County Clerk

By: _____ Date _____
Deputy Clerk

CITY OF LAKE WALES

By: _____ Date: 8/19/25

EXHIBIT A

EQ #	FY25/26 Fees	Department ID	Dept Name	Model Year	Manufacturer ID	Model ID
4110400	0	181000	CITY OF LAKE WALES	2007	JOHNSON	SWEEPER
4110420	0	181000	CITY OF LAKE WALES	2006	INTERNATIONAL	4300
4111308	183	181000	CITY OF LAKE WALES	2019	PETERBILT	337
3620424	0	181000	CITY OF LAKE WALES	2006	INTERNATIONAL	4300
3620708	410.34	181000	CITY OF LAKE WALES	2016	FREIGHTLINER	114SD
4111316	83.74	181000	CITY OF LAKE WALES	2019	FORD	F550
3620425	208.46	181000	CITY OF LAKE WALES	2006	FORD	F650
4110412	208.46	181000	CITY OF LAKE WALES	1995	FORD	F800
4110417	208.46	181000	CITY OF LAKE WALES	1996	GMC	KODIAK
4111305	139.56	181000	CITY OF LAKE WALES	2018	PETERBILT	337
2200401	0	181000	CITY OF LAKE WALES	1987	FORD	F800
1920312	124.68	181000	CITY OF LAKE WALES	1998	FORD	F150
2121340	189.53	181000	CITY OF LAKE WALES	2010	FORD	F150
2140402	189.53	181000	CITY OF LAKE WALES	2013	FORD	F150
2420305	145.87	181000	CITY OF LAKE WALES	2006	FORD	F150
3610502	84.47	181000	CITY OF LAKE WALES	2015	FORD	F150
3610503	84.47	181000	CITY OF LAKE WALES	2015	FORD	F150
3610504	84.47	181000	CITY OF LAKE WALES	2015	FORD	F150
3610505	84.47	181000	CITY OF LAKE WALES	2015	FORD	F150
4111303	84.47	181000	CITY OF LAKE WALES	2016	FORD	F150
4111304	84.47	181000	CITY OF LAKE WALES	2016	FORD	F150
5242001	84.47	181000	CITY OF LAKE WALES	2017	FORD	F150
5242002	84.47	181000	CITY OF LAKE WALES	2017	FORD	F150
5722001	84.47	181000	CITY OF LAKE WALES	2016	FORD	F150
7211306	84.47	181000	CITY OF LAKE WALES	2016	FORD	F150
7211308	84.47	181000	CITY OF LAKE WALES	2016	FORD	F150
21113410	189.53	181000	CITY OF LAKE WALES	2011	FORD	F150
21113412	189.53	181000	CITY OF LAKE WALES	2011	FORD	F150
21113417	189.53	181000	CITY OF LAKE WALES	2011	FORD	F150
2140469	114.53	181000	CITY OF LAKE WALES	2022	FORD	F150
3610511	81.41	181000	CITY OF LAKE WALES	2018	FORD	F150
3610517	114.53	181000	CITY OF LAKE WALES	2022	FORD	F150
3610519	100	181000	CITY OF LAKE WALES	2024	FORD	F150
7211313	81.41	181000	CITY OF LAKE WALES	2017	FORD	F150
2120341	254.52	181000	CITY OF LAKE WALES	2008	FORD	F150
2140403	254.52	181000	CITY OF LAKE WALES	2013	FORD	F150
3610510	76.41	181000	CITY OF LAKE WALES	2018	FORD	F150
3610514	76.41	181000	CITY OF LAKE WALES	2020	FORD	F150
3610515	76.41	181000	CITY OF LAKE WALES	2020	FORD	F150
3620715	76.41	181000	CITY OF LAKE WALES	2022	FORD	F150
3620716	76.41	181000	CITY OF LAKE WALES	2022	FORD	F150
3620721	100	181000	CITY OF LAKE WALES	2024	FORD	F150
3910710	76.41	181000	CITY OF LAKE WALES	2018	FORD	F150
3910714	76.41	181000	CITY OF LAKE WALES	2020	FORD	F150
4111309	76.41	181000	CITY OF LAKE WALES	2018	FORD	F150
4111315	76.41	181000	CITY OF LAKE WALES	2019	FORD	F150
5192001	76.41	181000	CITY OF LAKE WALES	2018	FORD	F150

5192002	76.41	181000	CITY OF LAKE WALES	2018	FORD	F150
5422005	76.41	181000	CITY OF LAKE WALES	2018	FORD	F150
5722003	76.41	181000	CITY OF LAKE WALES	2020	FORD	F150
7211320	76.41	181000	CITY OF LAKE WALES	2018	FORD	F150
7211321	76.41	181000	CITY OF LAKE WALES	2018	FORD	F150
7211322	76.41	181000	CITY OF LAKE WALES	2018	FORD	F150
7211325	76.41	181000	CITY OF LAKE WALES	2019	FORD	F150
7211326	76.41	181000	CITY OF LAKE WALES	2019	FORD	F150
7211329	76.41	181000	CITY OF LAKE WALES	2022	FORD	F150
7211337	100	181000	CITY OF LAKE WALES	2024	FORD	F150
3620707	122.34	181000	CITY OF LAKE WALES	2015	FORD	F250
5722008	100	181000	CITY OF LAKE WALES	2024	FORD	F250
3610419	167.67	181000	CITY OF LAKE WALES	1995	FORD	F350
3610422	167.67	181000	CITY OF LAKE WALES	2008	FORD	F350
7211339	100	181000	CITY OF LAKE WALES	2024	FORD	F350
1910401	168.07	181000	CITY OF LAKE WALES	2002	FORD	F350
3620426	168.07	181000	CITY OF LAKE WALES	2008	FORD	F350
4111306	124.08	181000	CITY OF LAKE WALES	2017	FORD	F250
3610518	176.67	181000	CITY OF LAKE WALES	2022	FORD	F350
3620339	176.67	181000	CITY OF LAKE WALES	2008	FORD	F250
21113408	381.71	181000	CITY OF LAKE WALES	2011	FORD	F250
21113409	381.71	181000	CITY OF LAKE WALES	2011	FORD	F250
3610513	220.33	181000	CITY OF LAKE WALES	2019	FORD	F350
3620712	175	181000	CITY OF LAKE WALES	2020	FORD	F350
7211319	99.13	181000	CITY OF LAKE WALES	2018	FORD	F250
2140420	263.87	181000	CITY OF LAKE WALES	2015	CHEVROLET	IMPALA
2140421	263.87	181000	CITY OF LAKE WALES	2015	CHEVROLET	IMPALA
2140427	263.87	181000	CITY OF LAKE WALES	2016	CHEVROLET	IMPALA
2140429	263.87	181000	CITY OF LAKE WALES	2016	CHEVROLET	IMPALA
2140430	263.87	181000	CITY OF LAKE WALES	2016	CHEVROLET	IMPALA
2120223	86.03	181000	CITY OF LAKE WALES	2015	FORD	FUSION
2140410	86.03	181000	CITY OF LAKE WALES	2014	FORD	FUSION
2200274	0	181000	CITY OF LAKE WALES	2006	FORD	CROWN VICTORIA
2200302	0	181000	CITY OF LAKE WALES	2014	FORD	ESCAPE
2410310	74.44	181000	CITY OF LAKE WALES	2017	FORD	ESCAPE
2410311	74.44	181000	CITY OF LAKE WALES	2017	FORD	ESCAPE
3640312	74.44	181000	CITY OF LAKE WALES	2015	FORD	ESCAPE
5396001	74.44	181000	CITY OF LAKE WALES	2016	FORD	ESCAPE
5422004	74.44	181000	CITY OF LAKE WALES	2017	FORD	ESCAPE
21122801	74.44	181000	CITY OF LAKE WALES	2012	FORD	ESCAPE
5123001	100	181000	CITY OF LAKE WALES	2025	FORD	EXPLORER
5121001	87.51	181000	CITY OF LAKE WALES	2018	FORD	EXPLORER
2140452	142.38	181000	CITY OF LAKE WALES	2020	CHEVROLET	TAHOE POLICE
2140453	142.38	181000	CITY OF LAKE WALES	2020	CHEVROLET	TAHOE POLICE
2140454	142.38	181000	CITY OF LAKE WALES	2020	CHEVROLET	TAHOE POLICE
2140455	142.38	181000	CITY OF LAKE WALES	2020	CHEVROLET	TAHOE POLICE
2140456	142.38	181000	CITY OF LAKE WALES	2020	CHEVROLET	TAHOE POLICE
2140457	142.38	181000	CITY OF LAKE WALES	2020	CHEVROLET	TAHOE POLICE
2140472	100	181000	CITY OF LAKE WALES	2023	CHEVROLET	TAHOE POLICE

1930001	74.44	181000	CITY OF LAKE WALES	2017	FORD	TRANSIT CONNECT
1930002	74.44	181000	CITY OF LAKE WALES	2017	FORD	TRANSIT CONNECT
2140447	74.44	181000	CITY OF LAKE WALES	2019	FORD	TRANSIT CONNECT
3910706	114.01	181000	CITY OF LAKE WALES	2017	FORD	TRANSIT
7211307	94.27	181000	CITY OF LAKE WALES	2016	FORD	T350
7260401	179.05	181000	CITY OF LAKE WALES	2006	FORD	E350
3620501	55.83	181000	CITY OF LAKE WALES	2008	LOUDO TRAILER	EE-7-20
7210725	688.85	181000	CITY OF LAKE WALES	2005	KAWASAKI	LOADER
7211314	422.03	181000	CITY OF LAKE WALES	2018	JOHN DEERE	624K II
2120501	0	181000	CITY OF LAKE WALES	2006	CARGO MATE	TRAILER
2120508	0	181000	CITY OF LAKE WALES	2005	LOAD TRAIL	TRAILER
2120509	55.83	181000	CITY OF LAKE WALES	2003	TAPCO	TRAILER
2120701	55.83	181000	CITY OF LAKE WALES	2005	HORTON HAULER	TRAILER
2120734	65.97	181000	CITY OF LAKE WALES	2005	WACKER	LIGHT TOWER
2120735	65.97	181000	CITY OF LAKE WALES	2007	MULTIQUIP	NIGHT HAWK LT12
2120736	65.97	181000	CITY OF LAKE WALES	2007	MULTIQUIP	NIGHT HAWK LT12
2120737	74.44	181000	CITY OF LAKE WALES	2010	POLARIS	570 RANGER
2140470	0	181000	CITY OF LAKE WALES	2023	YAMAHA	QUIE TECH
2140471	0	181000	CITY OF LAKE WALES	2023	YAMAHA	QUIE TECH
2140489	0	181000	CITY OF LAKE WALES	2025	FOREST RIVER	CARGO TRAILER
2711309	0	181000	CITY OF LAKE WALES	2017	CARRY-ON	7X12GWATV
3610500	0	181000	CITY OF LAKE WALES	2008	HOMEMADE	TRAILER
3610501	0	181000	CITY OF LAKE WALES	2008	LOUDO TRAILER	EE-7-20
3610506	0	181000	CITY OF LAKE WALES	2017	HUSTLER	MOWER
3610507	0	181000	CITY OF LAKE WALES	2017	HUSTLER	MOWER
3610508	0	181000	CITY OF LAKE WALES	2017	HUSTLER	MOWER
3610509	74.44	181000	CITY OF LAKE WALES	2018	VERMEER	LP373GT
3610512	55.83	181000	CITY OF LAKE WALES	2018	TOYOTA	FORKLIFT
3610516	0	181000	CITY OF LAKE WALES	2021	HUSTLER	MOWER
3610520	0	181000	CITY OF LAKE WALES	2025	ED TRAILERS	LOW SIDE
3610732	446.35	181000	CITY OF LAKE WALES	2006	CATERPILLAR	416E
3610734	169.92	181000	CITY OF LAKE WALES	2008	BOBCAT	X-430
3610735	90.87	181000	CITY OF LAKE WALES	2010	JOHN DEERE	X320
3620709	74.44	181000	CITY OF LAKE WALES	2016	KAWASAKI	MULE
3620710	0	181000	CITY OF LAKE WALES	2016	HUSTLER	MOWER
3620711	120.09	181000	CITY OF LAKE WALES	2017	KUBOTA	M5091D
3620713	0	181000	CITY OF LAKE WALES	2022	HAUL ABOUT	TRAILER
3620717	0	181000	CITY OF LAKE WALES	2023	WACKER	LIGHT TOWER
3620719	0	181000	CITY OF LAKE WALES	2022	YAMAHA	QUIE TECH
3620727	55.83	181000	CITY OF LAKE WALES	1995	ACME DYNAMICS	GP150
3620729	55.83	181000	CITY OF LAKE WALES	1999	ACME DYNAMICS	PUMP
3620730	0	181000	CITY OF LAKE WALES	2006	BALDOR	TS175
3620731	0	181000	CITY OF LAKE WALES	1999	KOHLER	150 KW
3620735	169.92	181000	CITY OF LAKE WALES	2008	BOBCAT	T-250
3620736	55.83	181000	CITY OF LAKE WALES	2008	GODWIN	GP150
3620737	55.83	181000	CITY OF LAKE WALES	2008	GODWIN	GP150
3620739	96.12	181000	CITY OF LAKE WALES	1999	HUSTLER	MOWER
3620740	90.87	181000	CITY OF LAKE WALES	2010	JOHN DEERE	X320
39100002	0	181000	CITY OF LAKE WALES	2004	JOHN DEERE	F725

3910500	0	181000	CITY OF LAKE WALES	2010	IMPERIAL	TRAILER
3910701	0	181000	CITY OF LAKE WALES	2016	JOHN DEERE	HPX GATOR
3910702	125	181000	CITY OF LAKE WALES	2015	JOHN DEERE	HPX GATOR
3910703	147.61	181000	CITY OF LAKE WALES	2016	GRASSHOPPER	325D
3910704	147.61	181000	CITY OF LAKE WALES	2016	GRASSHOPPER	325D
3910705	0	181000	CITY OF LAKE WALES	2017	IMPERIAL	TRAILER
3910708	147.61	181000	CITY OF LAKE WALES	2018	GRASSHOPPER	325D
3910709	74.44	181000	CITY OF LAKE WALES	2018	KAWASAKI	MULE
3910711	120.09	181000	CITY OF LAKE WALES	2018	KUBOTA	TRACTOR
3910715	100	181000	CITY OF LAKE WALES	2022	JOHN DEERE	HPX GATOR
3910716	0	181000	CITY OF LAKE WALES	1986	KUBOTA	BACKHOE
3910717	100	181000	CITY OF LAKE WALES	2024	GRASSHOPPER	325D
4110030	203.94	181000	CITY OF LAKE WALES	1995	JOHN DEERE	TRACTOR
4110031	198.99	181000	CITY OF LAKE WALES	2007	TORO	Z593D
4110032	281.41	181000	CITY OF LAKE WALES	2011	KUBOTA	MOWER
4110109	147.61	181000	CITY OF LAKE WALES	2013	SCAG	MOWER
4110500	55.83	181000	CITY OF LAKE WALES	2007	IMPERIAL	TRAILER
4110501	55.83	181000	CITY OF LAKE WALES	2008	EXPRESS	TRAILER
4111300	480.56	181000	CITY OF LAKE WALES	2013	JOHN DEERE	JD 997
4111307	147.61	181000	CITY OF LAKE WALES	2018	JOHN DEERE	Z997R
4111310	125	181000	CITY OF LAKE WALES	2019	JOHN DEERE	HPX GATOR
4111311	120.09	181000	CITY OF LAKE WALES	2019	JOHN DEERE	5055E
4111312	147.61	181000	CITY OF LAKE WALES	2019	GRASSHOPPER	325D
4111313	129.58	181000	CITY OF LAKE WALES	2019	JOHN DEERE	310SL
4111314	0	181000	CITY OF LAKE WALES	2020	FELLING	TRAILER
4111317	175	181000	CITY OF LAKE WALES	2022	CATERPILLAR	303E
4111318	0	181000	CITY OF LAKE WALES	2022	VER-MAC	1500LP
4111319	100	181000	CITY OF LAKE WALES	2023	GRASSHOPPER	325D
5422003	147.61	181000	CITY OF LAKE WALES	2017	JOHN DEERE	Z997R
5422006	120.09	181000	CITY OF LAKE WALES	2020	MASSEY	6713
5422007	0	181000	CITY OF LAKE WALES	2020	WOODS	BW15.70F
5422008	75	181000	CITY OF LAKE WALES	2022	JOHN DEERE	XUV855M
5422009	147.61	181000	CITY OF LAKE WALES	2023	JOHN DEERE	Z997R
5530700	0	181000	CITY OF LAKE WALES	1997	CLUB CAR	GOLFCART
5722002	120.09	181000	CITY OF LAKE WALES	2018	JOHN DEERE	4052R
5722004	0	181000	CITY OF LAKE WALES	2022	JOHN DEERE	Z355E
5722005	0	181000	CITY OF LAKE WALES	2024	PJ TRAILERS	UL214
5722006	0	181000	CITY OF LAKE WALES	2024	TRIMAX	S5
5722007	75	181000	CITY OF LAKE WALES	2024	JOHN DEERE	2020A
60104201	274.42	181000	CITY OF LAKE WALES	2010	CATERPILLAR	416E
7210017	0	181000	CITY OF LAKE WALES	1995	HARDE	MOWER
7210035	281.41	181000	CITY OF LAKE WALES	2000	KUBOTA	MOWER
7210503	55.83	181000	CITY OF LAKE WALES	2000	HOMEMADE	TRAILER
7210504	55.83	181000	CITY OF LAKE WALES	1996	TRIPLE CROWN	TRAILER
7210505	55.83	181000	CITY OF LAKE WALES	1994	EMERSON	TRAILER
7210506	55.83	181000	CITY OF LAKE WALES	2010	IMPERIAL	TRAILER
7210507	55.83	181000	CITY OF LAKE WALES	2010	IMPERIAL	TRAILER
7210719	0	181000	CITY OF LAKE WALES	1996	VERMEER	DISC
7210724	0	181000	CITY OF LAKE WALES	2024	TORO	44830

7211300	480.56	181000	CITY OF LAKE WALES	2013	JOHN DEERE	JD 997
7211301	480.56	181000	CITY OF LAKE WALES	2013	JOHN DEERE	JD 997
7211302	55.83	181000	CITY OF LAKE WALES	2014	TRIPLE CROWN	TRAILER
7211309	0	181000	CITY OF LAKE WALES	2016	CARRY-ON	7X12GWATV
7211310	0	181000	CITY OF LAKE WALES	2017	CARRY-ON	7X12GWATV
7211311	147.61	181000	CITY OF LAKE WALES	2017	JOHN DEERE	Z997R
7211312	147.61	181000	CITY OF LAKE WALES	2017	JOHN DEERE	Z997R
7211315	125	181000	CITY OF LAKE WALES	2018	JOHN DEERE	HPX GATOR
7211316	120.09	181000	CITY OF LAKE WALES	2018	JOHN DEERE	4052R
7211317	264.36	181000	CITY OF LAKE WALES	2018	JOHN DEERE	MX6
7211318	0	181000	CITY OF LAKE WALES	2018	BAUMALIGHT	3P24
7211323	125	181000	CITY OF LAKE WALES	2019	JOHN DEERE	HPX GATOR
7211324	0	181000	CITY OF LAKE WALES	2020	FELLING	TRAILER
7211327	147.61	181000	CITY OF LAKE WALES	2020	JOHN DEERE	Z997R
7211328	147.61	181000	CITY OF LAKE WALES	2020	JOHN DEERE	Z997R
7211330	100	181000	CITY OF LAKE WALES	2023	JOHN DEERE	5075E
7211331	100	181000	CITY OF LAKE WALES	2023	JOHN DEERE	5075E
7211332	100	181000	CITY OF LAKE WALES	2024	GRASSHOPPER	325D
7211333	0	181000	CITY OF LAKE WALES	2024	JOHN DEERE	RC10R
7211334	0	181000	CITY OF LAKE WALES	2024	JOHN DEERE	RC10R
7211335	100	181000	CITY OF LAKE WALES	2024	GRASSHOPPER	125V
7211336	100	181000	CITY OF LAKE WALES	2024	GRASSHOPPER	125V
7211338	0	181000	CITY OF LAKE WALES	2024	FRONTIER	SW2172
2200440	100	181000	CITY OF LAKE WALES	2024	FORD	F150
3610521	100	181000	CITY OF LAKE WALES	2024	FORD	F350
5192003	100	181000	CITY OF LAKE WALES	2024	FORD	F250
4111320	0	181000	CITY OF LAKE WALES	2025	ED TRAILERS	LOW SIDE
5422010	0	181000	CITY OF LAKE WALES	2009	FORD	F750
7211340	100	181000	CITY OF LAKE WALES	2025	JOHN DEERE	Z997R
7211341	100	181000	CITY OF LAKE WALES	2025	JOHN DEERE	Z997R

29169.01

**VEHICLE MAINTENANCE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
POLK COUNTY, FLORIDA AND THE CITY OF LAKE WALES**

This Memorandum of Understanding [MOU] is entered into between the Polk County Board of County Commissioners [BoCC] and the City of Lake Wales, Florida [CLW] to provide an agreement for a vehicle maintenance and/or service outline under which the parties agree to mutually conduct their operations. This Vehicle Maintenance MOU will be administered by the Polk County Fleet Management [PCFM] Division.

Polk County Fleet Management Agrees to Provide:

- All labor, parts and outsourced services related to routine, breakdown and/or preventative maintenance. Repairs related to accidents and/or abuse are included but are not within PCFM's basic rate structure.
- Management of accident and/or abuse related repairs in coordination with CLW management personnel.
- Tire maintenance, replacement and/or repairs.
- Service and/or breakdown support, 24 hours/day / 7 days/week.
- Repair and/or maintenance of allied tools, equipment and/or small engine machinery.
- Maintenance reporting thru the current PCFM automated Fleet Management Information System [FMIS].
- Access to and service from all PCFM's network of garage facilities Countywide.
- Repair and/or maintenance of CLW Fire Services, when requested.
- Repair and/or maintenance of CLW owned generators, when requested.
- Repairs to shop equipment owned by CLW if the failed equipment was rendered inoperative due to PCFM.

City of Lake Wales Agrees to:

- Fully support and encourage the efforts of PCFM among CLW staff.
- Make all vehicles and/or equipment available for routine and/or preventive maintenance.
- Take all necessary steps to protect the vehicles and/or equipment by assuring maintenance and/or repairs are approved in a timely manner.
- Hold employees accountable for unreasonable or unnecessary vehicle/equipment damage or abuse.
- Partner with PCFM in considering and acting on operational changes where such changes will enhance asset protection and/or lower total vehicle and/or equipment costs without compromising response times or services to citizens.
- Provide an adequately maintained, and funded garage facility (e.g. shop, shop equipment, electricity, water, etc.) at CLW's sole expense.
- Remit payment of PCFM invoices on a timely basis (30 days).

Rates:

PCFM has established an annual per vehicle fixed rate schedule to be applied to all vehicles/equipment covered by this agreement (attached as the "Schedule of Rates" (Exhibit A)). Monthly maintenance fees are calculated by dividing the actual total cost of maintenance for the previous eighteen (18) months by 12. This amount then becomes the monthly maintenance fee for the following fiscal year. The monthly maintenance fee is recalculated each fiscal year using the previous eighteen (18) months of data. The

monthly maintenance fees are provided as an annual amount but are divided by twelve (12) and invoiced to CLW monthly. The Schedule of Rates will cover all repairs and/or routine maintenance (including tires and/or towing) for vehicles and/or equipment with a monthly maintenance fee represented on the Schedule of Rates. The monthly maintenance fee will not cover accident damage repairs, repairs/replacement of windshields or other broken glass, repairs due to driver abuse, vandalism, or acts of God or the towing or tires associated with these types of damages. Charges relating to accident damage repairs, repairs/replacement of windshields or other broken glass, repairs due to driver abuse, vandalism, or acts of God are billed at \$85 per hour of labor and/or parts plus fifteen (15) percent. If an outside vendor is used, CLW will be charged at PCFM's actual cost plus fifteen (15) percent. If CLW opts to not pay a monthly maintenance fee on a specific vehicle or equipment, then all services will be billed at \$85 per hour of labor and/or parts plus fifteen (15) percent for that vehicle/equipment.

If CLW chooses to purchase used vehicles/equipment, PM's and any repairs will be charged on a pay as seen basis. This is because PCFM cannot validate the current condition or past maintenance of these vehicles and/or equipment. These items may be added to the fixed rate schedule at some future point.

Mutual fiscal accountability and stewardship are critical elements in the success of this City/County partnership. Because municipal fleets typically retain vehicles and/or equipment longer than County fleets, the assessment of a fixed monthly rate has inherent risks. PCFM cannot anticipate and subsequently establish rates high enough to cover the full spectrum of repairs that may occur on a mature vehicle whose market value is depressed due to age. CLW should actively participate in repair decisions where repair costs may exceed the vehicle/equipment's market or book value. CLW and PCFM agree to consult and mutually concur, in advance, on the most expeditious and financially responsible course of action when these cases arise. In these specific cases, should it be determined that repairing the vehicle/equipment is the most advantageous course of action for CLW, the repairs costs related to that specific instance will be CLW's responsibility and will be completed only with the prior approval of both of the repair and the cost by the appropriate CLW official.

Personnel:

Should CLW request additional personnel be added within the budget year, the payroll and related expenses will not be part of the fixed rates for the year. The unbudgeted expenses will be represented in the Monthly Expenses amount on the settlement statements and may contribute to any under billed amounts. The additional personnel will be added to the fixed rate calculations for the following budget year.

Payment:

CLW will remit payment to the County on a NET 30 day term. Both parties in advance of payment must mutually agree to any deduction.

Quarterly True Up Settlement:

After the initial period beginning 10/1/2024 thru 9/30/2025, and at the conclusion of each successive three (3) month period, PCFM will provide a detailed accounting of its fixed expenses as compared to the monthly maintenance fees assessed. If the fixed expenses incurred by PCFM exceed the monthly maintenance fees assessed to CLW, CLW will be billed for the difference. If the fixed expenses incurred by PCFM do not exceed the monthly maintenance fees assessed to CLW, resulting in a credit for the

quarter, this amount will be applied, if applicable, to the following quarter. The settlement represents fixed fee assets only. Charges assessed due to accident damage repairs, repairs/replacement of windshields or other broken glass, repairs due to driver abuse, vandalism, or acts of God or the towing or tires associated with these types of damages, are excluded.

Year End Settlement:

After the initial period beginning 10/1/2024 thru 9/30/2025, and at the conclusion of each successive twelve (12) month period, PCFM will provide a finalized accounting of its fixed expenses as compared to the monthly maintenance fees assessed. The settlement represents fixed fee assets only and is a recap of the previous quarterly true up statements. If the fixed expenses incurred by PCFM do not exceed the monthly maintenance fees assessed to CLW, resulting in a credit, PCFM will retain 5% of the charges to be returned to CLW. Charges assessed due to accident damage repairs, repairs/replacement of windshields or other broken glass, repairs due to driver abuse, vandalism, or acts of God or the towing or tires associated with these types of damages, are excluded.

Reporting Relationships:

- PCFM and CLW will maintain an open dialog at least one management tier above the foreman level utilizing the PCFM Director and a designated management level staff member from CLW.
- The PCFM Director or his designate will meet periodically with CLW senior management staff to promote open communication and assure service levels are satisfactory or better.

Term:

The initial term of this agreement is for twelve (12) months beginning 10/1/2024 and concluding 9/30/2025. Unless terminated as set forth below, this agreement will be updated with new dates and presented for approval annually.

Termination:

Either party may cancel this agreement by providing 60 days written notice of their desire to cancel, to the other party. Upon termination, any outstanding charges will be remitted to PCFM as agreed. PCFM will be allowed to retrieve any tools and/or equipment owned by PCFM. The tools and/or equipment owned by CLW will remain in the shop facility.

Statement of Mutual Cooperation:

Both parties agree this MOU represents a partnership between the CLW and PCFM and as such circumstances may arise that are not covered by this agreement. Should that occur, both parties agree to negotiate in good faith and in the spirit of mutual cooperation to resolve matter not provided in this MOU.

Summary Statement of Commitment:

PCFM and CLW fully understand the critical nature and spirit of this memorandum and realize this document is not designed to cover all situations that may occur. PCFM recognizes the critical nature and importance of the mission of the CLW and agrees to work diligently to assure that missions are not compromised by a lack of vehicle availability. CLW recognizes the importance of vehicles and equipment to the accomplishment of their mission and agrees to fully support PCFM in every

reasonable way to assure no impediments are intentionally placed in the way of Fleet's mission of service and support.

[Signature]
Chairman – Board of County Commissioners

Date: 10/1/24

Alison Brown
Witness



[Signature]
City of Lake Wales

Date: 8/14/24

[Signature]
Witness



Polk County
Board of County Commissioners

Agenda Item R.21.

9/16/2025

SUBJECT

Approve Right-of-Way Agreement between Baby A. Makil and Gisha Abraham, and Polk County in conjunction with the Mt. Olive Road at SR 33 Intersection Improvement Project, Parcel 100. (\$95,000 one-time expense)

DESCRIPTION

The County has a Community Investment Project to improve the intersection of Mt. Olive Road at SR 33 in Polk City to include roadway improvements and the addition of a turn lane. To allow for construction of the improvements, the County will need to acquire additional right-of-way for the project from impacted property owners.

Parcel 100 is a fee parcel needed for the construction and maintenance of the intersection improvements. The parcel is a nearly rectangular-shaped parcel, containing approximately 5,600 square feet, located along the northern boundary (Mt. Olive Road frontage) of the parent parcel. The parent parcel is a rectangular shaped vacant parcel containing nearly 2-acres. The county hired an independent appraiser to establish full compensation for the taking of Parcel Number 100 and subsequently made a written offer to the owners in accordance with the statutory requirements. The owners, Baby A. Makil and Gisha Abraham, rejected the County's offer for the purchase of the parcel and subsequent negotiations with the owners have resulted in a proposed settlement of \$95,000 for the purchase of the parcel. The owner has not incurred any attorney fees or expert costs in conjunction with this acquisition.

The County Attorney's Office and the Real Estate Services Director have reviewed the agreement and recommend approval. The alternative of acquiring this parcel through condemnation litigation would result in substantial cost to the County. Approving the Right-of-Way Agreement and authorizing the issuance of a check for the purchase will allow the County to close the transaction and acquire the parcel for the project.

RECOMMENDATION

Recommend Board approve the aforementioned Right-of-Way Agreement for Parcel 100 and authorize the issuance of a check in the amount of \$95,000 for the purchase.

FISCAL IMPACT

Funds are budgeted and available in Roads and Drainage 5-year CIP in the Transportation Impact Fee Zone "A" Fund.

CONTACT INFORMATION

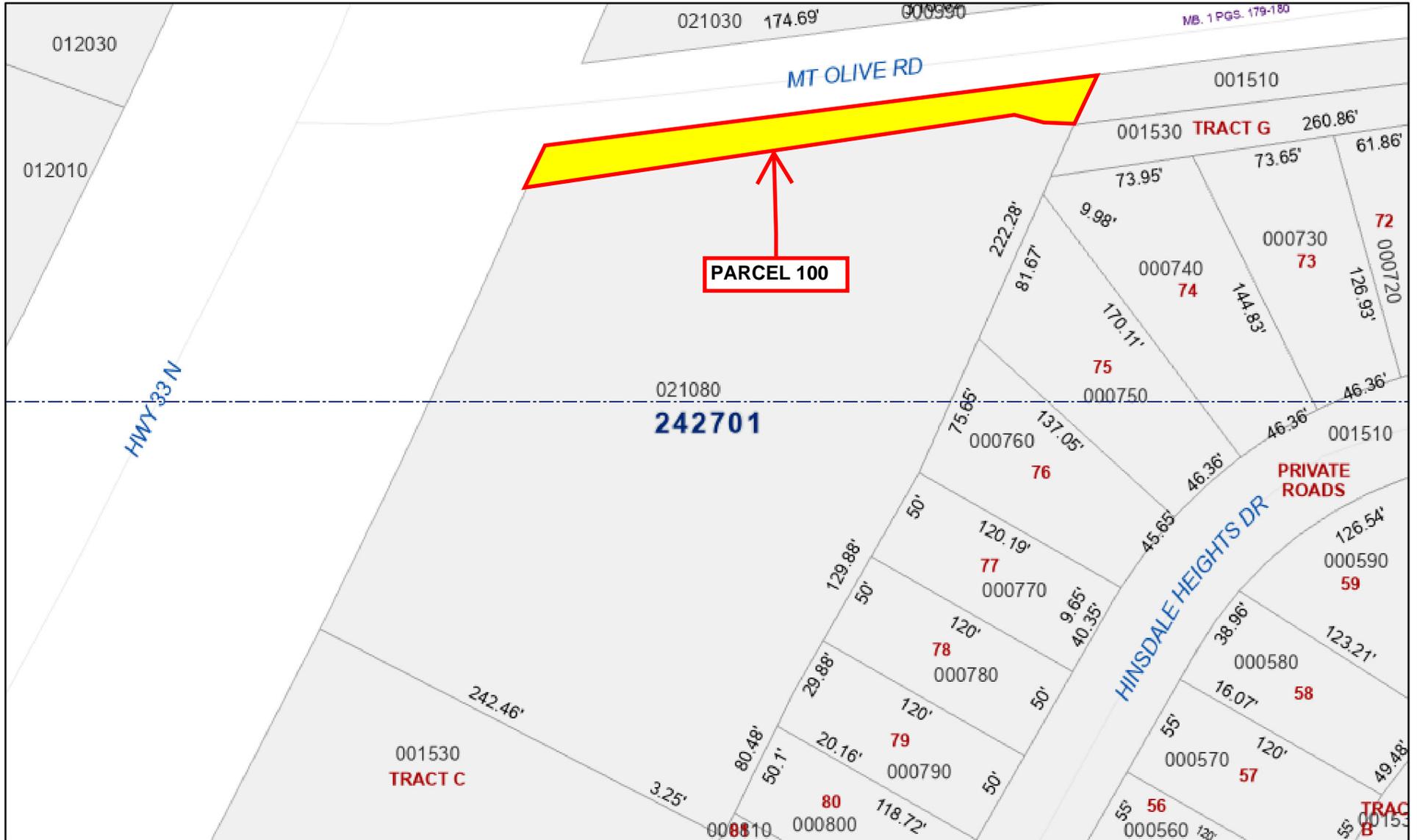
R. Wade Allen, Director
Real Estate Services
863-534-2577



SUBJECT AREA

SECTION 01, TOWNSHIP 27 SOUTH, RANGE 24 EAST

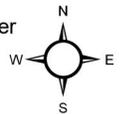
SECTION 01, TOWNSHIP 27 SOUTH, RANGE 24 EAST



All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Polk County Property Appraiser
Polk County, Florida
August 19, 2025





Board of County Commissioners

Project No.: 5400244
Project Name: Mt. Olive Road at SR 33
Parcel No.: 100
Parent Tract Tax I.D. No.: 242701-000000-021080

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT made and entered into this 14th day of August, 2025, by and between **Baby A. Makil, a married man, and Gisha Abraham, a married woman**, hereinafter referred to as "Owners", and the **County of Polk**, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Purchaser requires the lands described as Parcel No. 100 (see attached Exhibit "A"), as additional right-of-way for construction and maintenance of an authorized road, and said Owners is are required to furnish the parcel for such purpose:

INTERSECTION IMPROVEMENTS, INCLUDING CONSTRUCTION OF A LEFT TURN LANE FROM WESTBOUND MT. OLIVE ROAD TO SOUTHBOUND SR 33

NOW, THEREFORE, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

- (a) Owners agree to sell and convey, by good and sufficient deed, free of liens and encumbrances, unto said Purchaser, said lands and affected improvements for the total sum of \$95,000 (Ninety-Five Thousand and 00/100 dollars).
- (b) Purchaser shall pay unto the Owners the sum of \$95,000 (Ninety-Five Thousand and 00/100 dollars) by County warrant, within ninety (90) days from date hereof upon simultaneous delivery of such deed of conveyance. Any improvements or personal property not removed within fourteen (14) days after purchase of subject land shall be considered abandoned by the Owners.

Polk County Right Of Way Agreement
Page 2
Project No.: 5400244
Project Name: Mt. Olive Road at SR 33
Parcel No.: 100
Parent Tract Tax I.D. No.: 242701-000000-021080

(c) The Owners agree and expressly acknowledge that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by the County to Owners.

* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

PURCHASER:

OWNERS:

POLK COUNTY, a political subdivision of the State of Florida

By: 
Its Agent
Ashleigh J. Schneider
American Acquisition Group, LLC


BABY A. MAKIL

GISHA ABRAHAM

APPROVED BY:

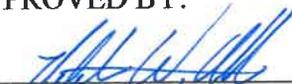
 8/14/25
R. Wade Allen, Director
Polk County Real Estate Services

Exhibit "A" - Page 1 of 2

Road Number: 740102
 Project Name: Mt. Olive Road at S.R. 33
 Parcel 100

Parent Tax Folio Number: 24-27-01-000000-021080
 Project Number: 7401E25-1

DESCRIPTION

A parcel of land being a portion of the Southeast 1/4 of Section 01, Township 27 South, Range 24 East, Polk County, Florida, being more particularly described as follows:

Commencing at the western most corner of Lot 76, FOUNTAIN PARK – PHASE 1 as recorded in Plat Book 146, Page 7, Public Records of Polk County, Florida; Thence North 24°04'49" East, along the westerly limits of said FOUNTAIN PARK – PHASE 1, a distance of 196.46 feet to the northwest corner of Tract “G” of said FOUNTAIN PARK – PHASE 1, and the **POINT OF BEGINNING**; Thence continue North 24°04'49" East, 25.55 feet to the southerly maintained right-of-way line for Mount Olive Road as depicted in Map Book 1, Page 179, of said Public Records; Thence South 82°55'59" West, along said southerly maintained right-of-way, 21.81 feet; Thence South 82°30'00" West, along said southerly maintained right-of-way, 100.01 feet; Thence South 83°17'17" West, along said southerly maintained right-of-way, 99.98 feet; Thence South 83°57'28" West, along said southerly maintained right-of-way, 69.25 feet to the easterly right-of-way of State Road 33 as depicted on Florida Department of Transportation right-of-way map Section number 1607-1036 and a point on a non-tangent curve concave to the northwest having a radius of 5849.58 feet, a central angle of 00°14'24", a chord bearing of South 24°46'11" West, and a chord distance of 24.51 feet; Thence southwesterly along said easterly right-of-way line and the arc of said curve, a distance of 24.51 feet; Thence North 82°36'33" East, 256.74 feet; Thence South 83°07'57" East, 16.33 feet; Thence North 81°52'11" East, 18.18 feet to the **POINT OF BEGINNING**.

Said Parcel containing 5573 square feet or 0.13 acres more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

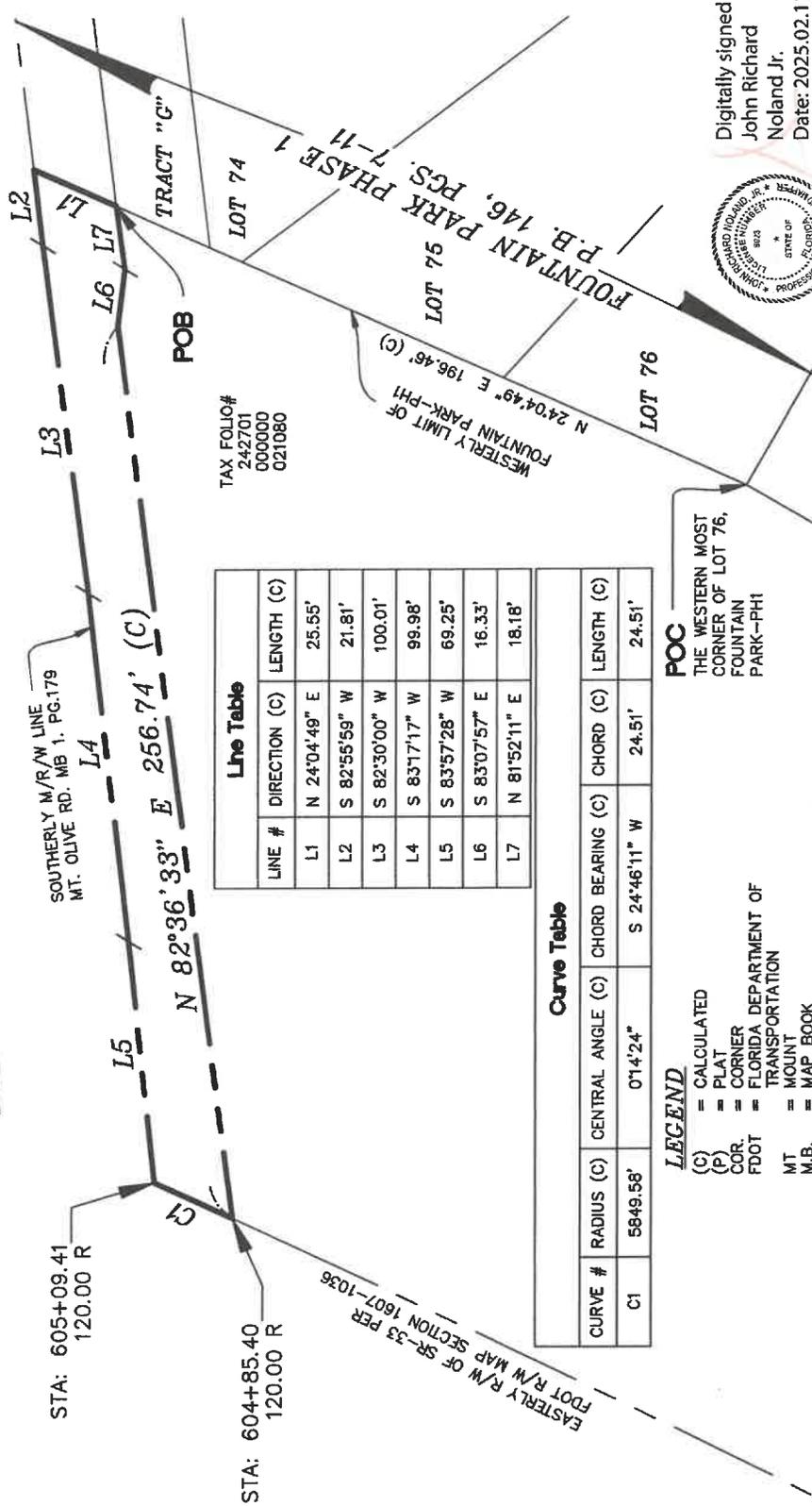
REVISION	DATE	BY

THIS IS NOT A SURVEY

Parcel 100

SCALE
1" = 50 feet

MT. OLIVE ROAD



TAX FOLIO#
242701
000000
021080

LINE #	DIRECTION (C)	LENGTH (C)
L1	N 24°04'49" E	25.55'
L2	S 82°55'59" W	21.81'
L3	S 82°30'00" W	100.01'
L4	S 83°17'17" W	99.98'
L5	S 83°57'28" W	69.25'
L6	S 83°07'57" E	16.33'
L7	N 81°52'11" E	18.18'

Curve Table

CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	5849.58'	0°14'24"	S 24°46'11" W	24.51'	24.51'

LEGEND

- (C) = CALCULATED
- (P) = PLAT
- COR. = CORNER
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- MT. = MOUNT
- 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

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.

POC
THE WESTERN MOST CORNER OF LOT 76, FOUNTAIN PARK-PHI

DATE
2/11/25

Digitally signed by
John Richard Noland Jr.
Noland Jr.
Date: 2025.02.11 15:23:45 -05'00'



JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

DESCRIPTION SKETCH

LOCATED IN SECTION 1,
TOWNSHIP 27 SOUTH, RANGE 24 EAST,
POLK COUNTY, FLORIDA.

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No. 2 of 2 Drawn by: EAA Checked by: JRN Drawn Date: 2/11/25

Parcel Number: N/A PREPARED FOR: REAL ESTATE SERVICES Job Number: 7401E25-1





Polk County
Board of County Commissioners

Agenda Item R.22.

9/16/2025

SUBJECT

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

DESCRIPTION

The County through its Environmental Lands Acquisition program routinely acquires title to properties for conservation preservation purposes. Through this acquisition program the County has accumulated a large land holding within the Lake Wales Ridge Ecosystem known as the Crooked Lake West Area; however, many of the parcels are scattered and non-contiguous making land management activities very difficult. The County's Natural Resources section has identified numerous parcels which if acquired would infill and add to the overall conservation area while aiding in future land management activities. The County is in the process of contacting the property owners of the identified parcels, many of whom are out of state, with an offer to purchase the specific parcels. Several property owners are still reviewing the offer and others, such as the one referenced below, have decided to accept the County's offer, and have executed an agreement for the sale of their property.

Approving the following agreement will allow the County to purchase and take ownership of the subject property. It will also allow the parcel to be incorporated into the existing Crooked Lake West conservation preservation area and aid in the overall land management of the area:

1. Land Purchase Agreement between Vladimir Harvey, as Personal Representative of the Estate of Roosevelt Harvey, Jr., deceased, and Polk County for the purchase of Parcel ID Number 273027-000000-023200 for the amount of \$4,000. The property is a vacant, nearly rectangular-shaped parcel containing approximately 1.25 acres lying in Section 27, Township 30 South, Range 27 East.

RECOMMENDATION

Request Board approve the afore-mentioned Land Purchase Agreement and authorize the issuance of a check in the amount of \$4,000 for the purchase.

FISCAL IMPACT

Funds are available for the purchase of the property in the Environmental Lands Acquisition Fund.

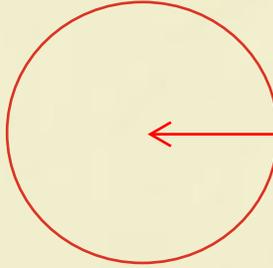
CONTACT INFORMATION

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

Section 27, Township 30 South, Range 27 East



Alturas Babson Park Cutoff



Subject Area

Hwy 27

Middle St

Willow St

Crooked Lake Park

Jefferson St

Holland St

North Dr

N Central Dr

South Dr

Jackson St

Lincoln St

Tyler St

Harrison St

Pierce St

Grant St

Taylor St

Hayes St

Taft St

Washington St

1st Ave N

Lake Blvd

Caloosa Blvd

1st Ave

Canal Dr

Genesis Pt

Wales St

Avon St

Easton St

Fleetwood St

Benton St

MacDonald St

Central Dr

1st Ave

N Lakes

Sunshine Dr



Board of County Commissioners

Crooked Lake West Project Area
Parcel ID Number: 273027-000000-023200

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 11th day of August, 2025, between **Vladimir Harvey, Personal Representative of the Estate of Roosevelt Harvey, Jr., deceased** whose mailing address is 3310 Barkwood Trace, Trussville, Alabama 35173, hereinafter referred to as "Owner", and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow, Florida 33831-9005, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Owner agrees to sell to Purchaser and Purchaser agrees to purchase from Owner the land identified as **Parcel ID Number 273027-000000-023200** located in Polk County, Florida, as further described in **Exhibit "A"**, containing approximately 1.25 acres, together with all improvements, easements, and appurtenances, (collectively, the "Property"), in accordance with the provisions of this Agreement.

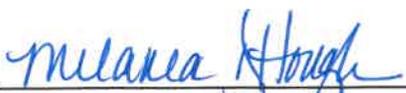
NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

- (a) Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto Purchaser, for the sum of **\$4,000.00 (Four Thousand Dollars)**.
- (b) Purchaser shall pay unto the Owner the total sum of \$4,000.00, by County Warrant, within ninety (90) days from the date hereof upon simultaneous delivery of such instrument of conveyance. Any improvements or personal property not removed from the Property by closing shall be considered abandoned by the Owner.
- (c) Purchaser shall be responsible for the payment of any real property taxes, or proration thereof and the recording of the deed of conveyance.
- (d) Owner acknowledges he has not incurred the services of a Real Estate Broker.
- (e) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and/or claims arising from this acquisition and no other monies, including fees and/or costs, are owed by the County to Owner.

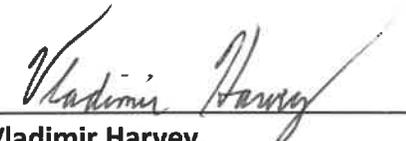
- **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date shown above.

PURCHASER:
POLK COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

By: 
Melanea D. Hough, Professional
Real Estate Services

OWNER:

By: 
Vladimir Harvey,
Personal Representative of the Estate
of Roosevelt Harvey, Jr., deceased

APPROVED BY:

By:  9/3/25
R. Wade Allen, Director
Real Estate Services
Its Agent

Exhibit "A"

Tract No. 248: The East 165 feet of the West 2475 feet of the North 330 feet of the South 1650 feet of the East 3/4 of the South 1/2 of Section 27, Township 30 South, Range 27 East. The South 30 feet thereof subject to an easement for road right-of-way.

Being Parcel I.D. #273027-000000-023200

Being the same property described in that certain Warranty Deed recorded in Official Record Book 1938 at Page 415, Public Records of Polk County, Florida.



Polk County
Board of County Commissioners

Agenda Item R.23.

9/16/2025

SUBJECT

Approve Agreement for Transfer of Public Road between the City of Lake Wales and Polk County for all of Conner Road and authorize County Deed for the right-of-way associated therewith. (No fiscal impact)

DESCRIPTION

Conner Road is a County-maintained roadway running from Mountain Lake Cutoff Road northward for approximately seven-tenths of a mile to its dead-end. The road is classified as a local residential roadway and lies within and/or adjacent to the municipal limits of the City of Lake Wales ("City"). All of Conner 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 September 3, 2025, 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

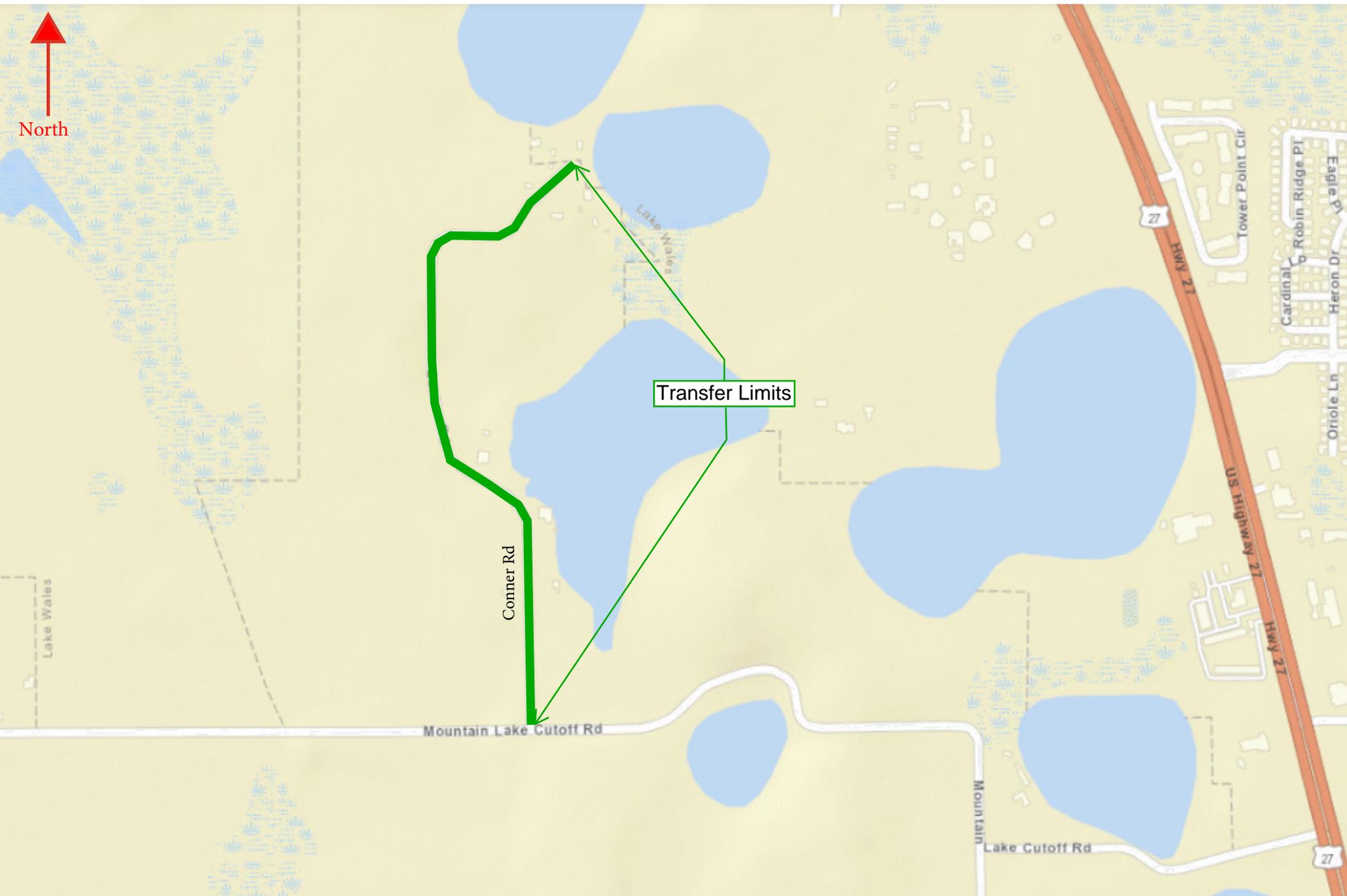
Request Board approve the aforementioned Agreement for Transfer of Public Roads and authorize the County Deed to the City for the right-of-way associated therewith.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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



Section 28, Township 29 South, Range 27 East

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF LAKE WALES, FLORIDA

and

POLK COUNTY, FLORIDA

**FOR ALL OF CONNER ROAD FROM MOUNTAIN LAKE CUTOFF ROAD TO DEAD
END NORTH, IN LAKE WALES, FLORIDA.**

This is an Agreement by and between the City of Lake Wales, 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, Conner 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 Conner Road from Mountain Lake Cutoff Road to dead end north, (ROAD), 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 Conner Road from Mountain Lake Cutoff Road to dead end north.

Including, but not limited to those parts of the rights-of-ways for Conner Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 23, Pages 72 through 77 and any rights-of-way dedicated by Plat Book 102, Page 24 and any 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 28, Township 29 South, Range 27 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 via Resolution adopted by the Governing Body of the CITY. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the CITY via Resolution adopted by the Governing Body of the CITY 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 Lake Wales 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 ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD 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 affect 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 Lake Wales has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the _____ day of _____, 2025.

ATTEST:

CITY OF LAKE WALES

By: _____
Jennifer Nanek, City Clerk

By: _____
Jack Hilligoss, Mayor

This ____ day of _____, 2025

Reviewed as to form and legality

Albert C. Galloway, Jr., City Attorney Date

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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 _____, 2025.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

T.R. Wilson, Chairman

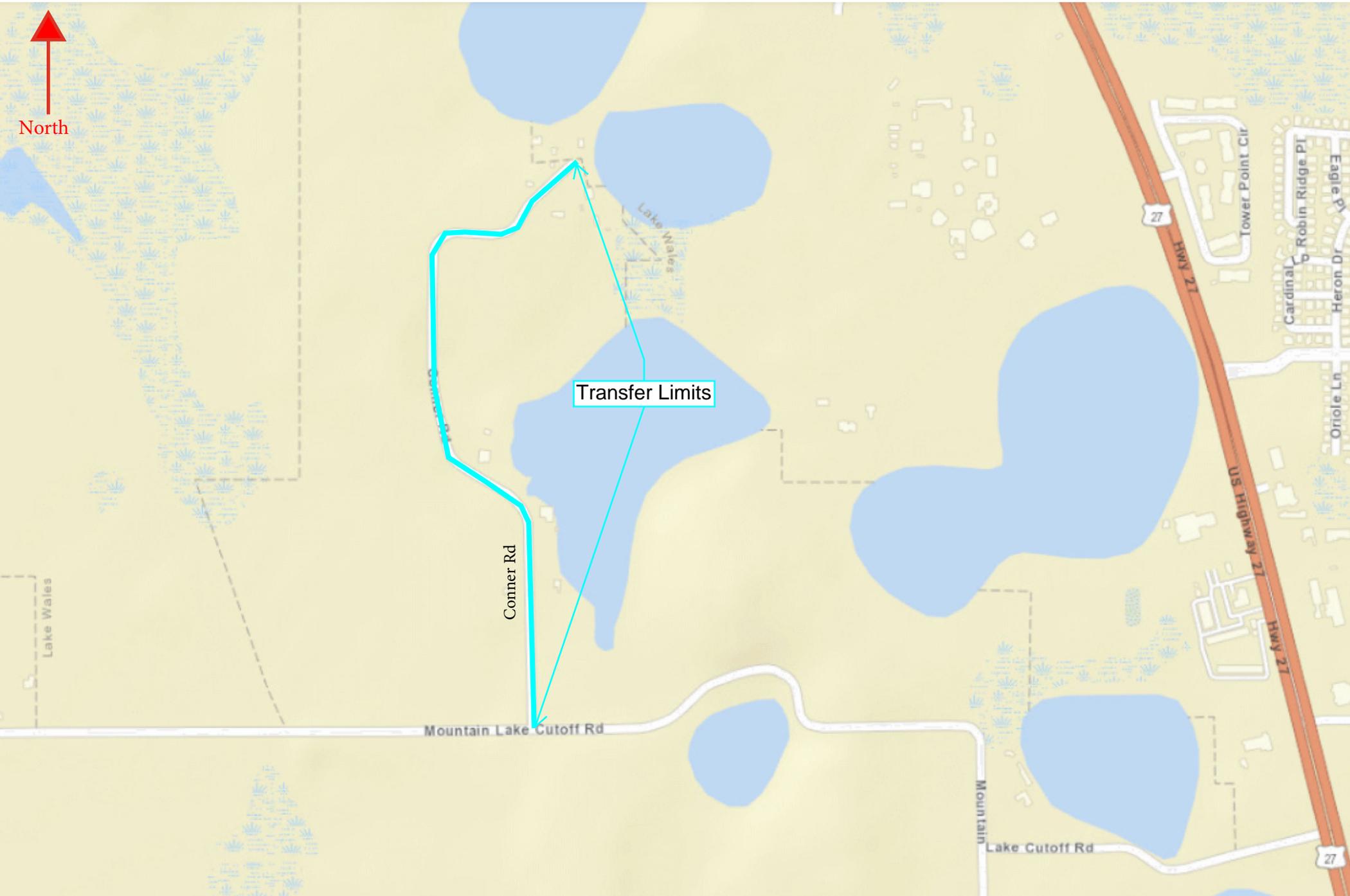
This ____ day of _____, 2025

Reviewed as to form and legality

County Attorney's Office

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Attachment "A"



North

Transfer Limits

Mountain Lake Cutoff Rd

Conner Rd

Section 28, Township 29 South, Range 27 East

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: All of Conner Road

COUNTY DEED

THIS DEED, made this 16th day of September, 2025 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF LAKE WALES**, a Florida Municipal Corporation, whose address is, 201 W. Central Avenue, Lake Wales, Florida 33853, 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 Conner Road from Mountain Lake Cutoff Road to dead end north.

Including, but not limited to those parts of the rights-of-ways for Conner Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 23, Pages 72 through 77 and any rights-of-way dedicated by Plat Book 102, Page 24 and any 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 28, Township 29 South, Range 27 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 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

GRANTOR:
Polk County, Florida, a political
subdivision of the state of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

(Seal)



Polk County
Board of County Commissioners

Agenda Item R.24.

9/16/2025

SUBJECT

Accept a Drainage Easement for drainage improvements along Lake Ariana Boulevard. (No fiscal impact)

DESCRIPTION

In response to flooding concerns on and around Lake Ariana Boulevard in the Auburndale area the County has plans to make drainage improvements in the area. The improvements consist of replacing an existing drainage pipeline that carries storm water from the roadway to the lake which is in disrepair and not functioning properly. When reviewing the area for the improvements it was discovered that no easement for the existing drainage pipeline could be located. County staff contacted the owners of the property, Gary and Monica Roberts, and requested a 15-foot wide easement to accommodate the replacement of the drainage pipeline in the same location as the existing pipeline. The owners have agreed to the request and have executed and delivered a Drainage Easement to the County. Accepting the aforementioned Drainage Easement will give the County the easement needed for the construction and future maintenance of the planned drainage improvements.

RECOMMENDATION

Request Board accept the aforementioned Drainage Easement.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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

This instrument prepared under the direction of:

R. Wade Allen, Director
Polk County Real Estate Services
PO Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Melanea Hough
Parent Parcel ID No.: 252733-301800-000121

DRAINAGE EASEMENT

THIS EASEMENT made this 25th day of August, 2025, between **GARY S. ROBERTS AND MONICA E. ROBERTS, husband and wife**, whose address is 2056 Lake Ariana Blvd., Auburndale, FL 33823, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 988, Bartow, FL 33830-0988, Grantee.

WITNESSETH, that the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, do hereby grant unto the Grantee, its successors and assigns forever, a perpetual drainage easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining public drainage facilities in, upon, under, over, across and through the following described land in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantors for the purpose of exercising the rights herein granted.

Grantors covenants with the Grantee that they are lawfully seized of said lands and that they have good, right and lawful authority to grant this easement.

Grantors shall be responsible for maintenance of vegetation within the easement area.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, said Grantors has hereunto set their hands and seal the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Nellie Vice
Witness

Gary S Roberts
Gary S. Roberts

Print Name Hollie Vice

Address 105 Kinstle Hill Dr
Auburndale FL 33823

Monica E. Roberts
Monica E. Roberts

James A Roberts Jr
Witness

Print Name James A. Roberts Jr

Address 102 Kinstle Hill Dr
Auburndale, FL 33823

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this _____ day of _____, 2025, by Gary S. Roberts and Monica E. Roberts, husband and wife who are personally known to me or have produced _____ as identification.

(AFFIX NOTARY SEAL)

Dianna M. Whatley
Notary Public

Print Name DIANNA M. WHATLEY

My Commission State of Florida
Comm# HH431375
Expires 9/5/2027



EXHIBIT "A"

Project Name: Lake Ariana Blvd Drainage
Tax Folio Number: 25-27-33-301800-000121

Project Number: 7533E25-2
Road Number: 850301

DESCRIPTION

A parcel of land being a portion of Lot 12A and Lot 13A of TRIPLE LAKE Subdivision as recorded in Plat Book 33, Page 41, Public Records of Polk County, Florida, lying in Section 33, Township 27 South, Range 25 East, Polk County, Florida, lying 7.50 feet each side of the following described centerline:

Commence at the northwest corner of Lot 13 of said TRIPLE LAKE Subdivision, thence South 89°55'32" East, along the north line of said Lot 13, a distance of 100.18 feet to the northeast corner of said Lot 13; thence South 00°01'31" West, along the east line of said Lot 13, its southerly extension, and the east line of said Lot 13A, a distance of 286.49 feet to the **Point of Beginning** of said centerline: thence North 18°12'53" West, 116.2 feet to the centerline of Lake Ariana Boulevard and the **Point of Terminus**.

The sidelines are to be extended or trimmed as to terminate at the south right-of-way line of Lake Ariana Boulevard and the water's edge of Lake Ariana.

SHEET 1 OF 2

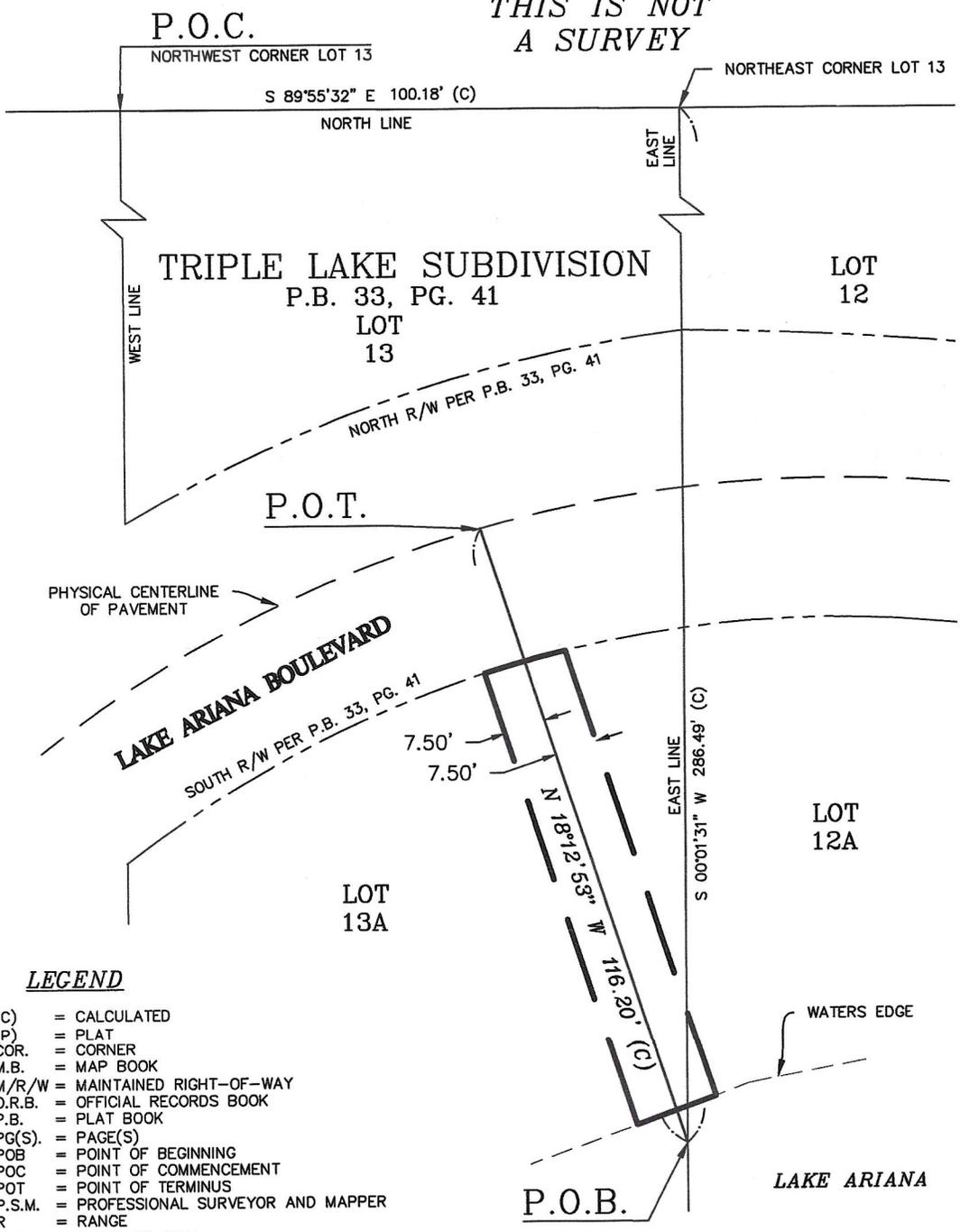
FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

**THIS IS NOT
A SURVEY**



SCALE
1" = 30 feet



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
- POT = POINT OF TERMINUS
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- R/W = RIGHT-OF-WAY
- SEC = SECTION
- T = TOWNSHIP

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

DATE
06/09/25

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 33,
TOWNSHIP 27 SOUTH, RANGE 25
EAST, POLK COUNTY, FLORIDA.

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200		FAX: (863) 519-8117	
Sheet No. 2 of 2	Drawn by: RWY	Checked by: JRN	Check Date: 06/09/25
Parcel Number: N/A	PREPARED FOR: REAL ESTATE SERVICES		File Name: 7533E25-2





Polk County
Board of County Commissioners

Agenda Item R.25.

9/16/2025

SUBJECT

Accept Polk County Utility Easement from Davenport Self Storage II, LLC, a Delaware limited liability company, as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of a proposed development, the County, through its Development Review Process has requested a utility easement for the construction and/or future maintenance of utility facilities for the development. The owner of the subject property has executed and delivered an easement to Polk County for said facilities.

Accepting the following instrument will give the County the easement needed to construct and/or maintain the utility facilities for the proposed development.

1. Polk County Utilities Easement from Davenport Self Storage II LLC, a Delaware limited liability company, for utilities in conjunction with a proposed commercial development. The subject easement lies in Section 12, Township 26 South, Range 27 East.

RECOMMENDATION

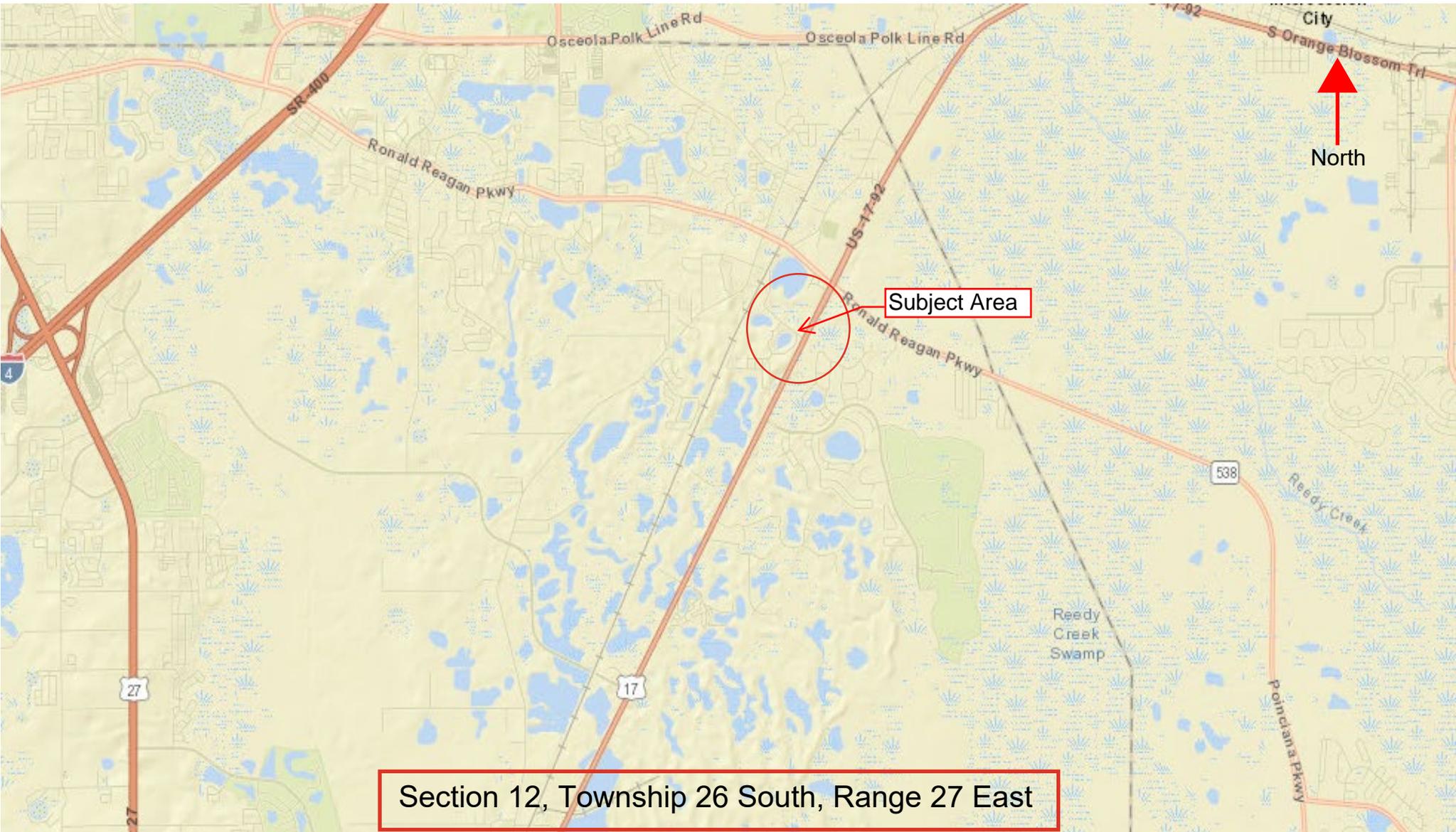
Request Board accept the preceding instrument.

FISCAL IMPACT

No fiscal impact.

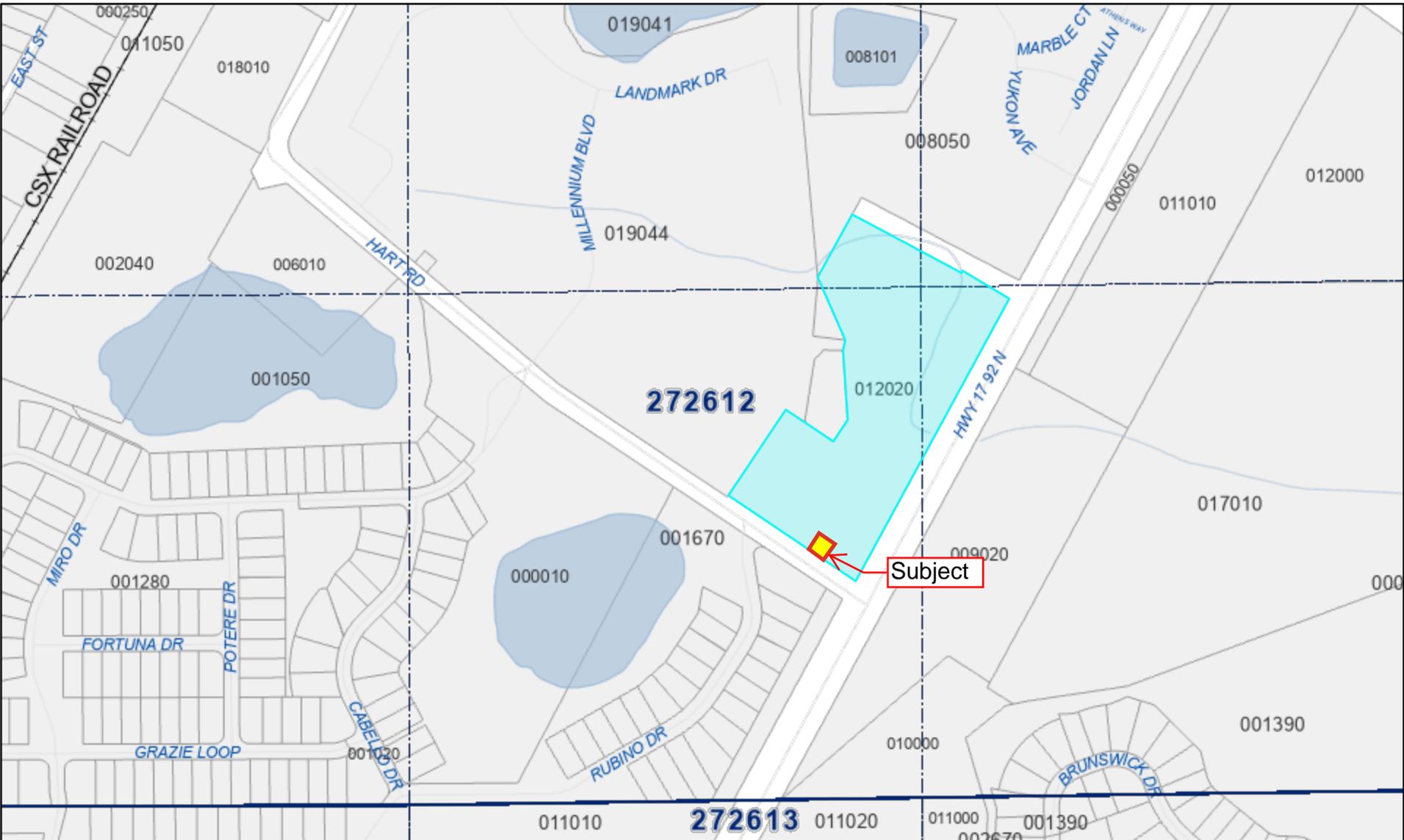
CONTACT INFORMATION

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



Section 12, Township 26 South, Range 27 East

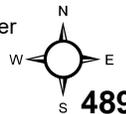
Section 12, Township 26 South, Range 27 East



All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Polk County Property Appraiser
Polk County, Florida
September 2, 2025



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: Davenport Self Storage
LDNON-2023-104

Parent Parcel I.D. No.: 272612-702000-012020

POLK COUNTY UTILITIES EASEMENT

THIS POLK COUNTY UTILITIES EASEMENT, made this 29th day of August, 2025, between DAVENPORT SELF STORAGE II, LLC, a Delaware limited liability company (the GRANTOR), whose address is 21500 Biscayne Boulevard, Suite 402, Aventura, Florida 33180, and POLK COUNTY, a political subdivision of the State of Florida (the GRANTEE), whose address is P.O. Box 988, Bartow, FL 33831.

WITNESSETH, the GRANTOR, for and in consideration of the sum of one dollar and other valuable consideration paid by GRANTEE, receipt whereof is hereby acknowledged, grants and conveys to GRANTEE to, its successors, assigns, licensees, a perpetual Polk County Utilities Easement, as described and illustrated below, which is to be under, over, and across the property situated in Polk County, Florida, more particularly described as:

See Attached Exhibit "A"

for Polk County owned utilities, which may include but is not limited to potable water, reclaimed water and wastewater facilities hereafter on said property, such easement to include (i) the right of free ingress and egress under, over and across said property for the purposes of constructing, installing, repairing, replacing, operating, and maintaining said utilities. The GRANTEE is hereby granted the right, privilege, and authority to trim and remove, as necessary, the roots of trees, shrubs, bushes, and plants that may adversely affect the operation of said utilities.

This grant of easement shall not be construed as a grant of right of way and is limited to a Polk County utilities easement. The GRANTOR shall have the right to use the property subject to the easement granted hereby (the "Easement"), including without limitation for improved parking areas, improved roadways, improved driveways, medians and landscaping, which are not inconsistent with the use of the Easement by the GRANTEE for the purposes granted hereby. Inconsistent improvements to the use of the Easement by the GRANTOR for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific prior written approval of the GRANTEE, the limited use of trees, walls, foundations and mounded landscaping may be utilized within such area by the GRANTOR.

The GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the GRANTEE. In the event that the GRANTEE performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, the GRANTEE shall be responsible for restoring the disturbed portions of all existing County approved and permitted improvements in as good or better condition than existed prior to the disturbance activity by the GRANTEE

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness
Print Name Eric Stackland
Address 21500 Biscayne Blvd, Ste 402
Aventura FL 33180

Witness
Print Name JOAQUIN BOGGIO
Address 21500 Biscayne Blvd Ste 402
Aventura FL 33180

DAVENPORT SELF STORAGE II, LLC,
a Delaware limited liability company

By [Signature]
Julia Baytler, as Trustee of the IJK 2000
Revocable Trust dated July 26, 2022, its
Manager

STATE OF FLORIDA
COUNTY OF miami-dade

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of August, 2025, by Julia Baytler, as Trustee of the IJK 2022 Revocalbe Trust dated July 26, 2022 as Manager of Davenport Self Storage II, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me or who has produced _____ as identification.

(Seal)

[Signature]
Notary Public
State of Florida at Large

Kiki Lee
Printed Name of Notary

Commission No. HH 485617
My commission expires 9/2/26



**SKETCH OF DESCRIPTION
DAVENPORT SELF STORAGE
UTILITY EASEMENT**

Exhibit "A" - Sheet 1 of 2

SECTION 12, TOWNSHIP 26 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 12, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF LANDS CONVEYED BY DEED TO DAVENPORT SELF STORAGE II, LLC, AS RECORDED IN OFFICIAL RECORDS BOOK 12949, PAGES 1319-1324, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT D7, AVANA PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 133, PAGES 42-47, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE N28°22'52"E, A DISTANCE OF 60.27 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF HART ROAD (60 FOOT PUBLIC RIGHT OF WAY PER OFFICIAL RECORDS BOOK 5833, PAGE 932 AND OFFICIAL RECORDS BOOK 5833, PAGE 935, BOTH ARE PUBLIC RECORDS OF POLK COUNTY, FLORIDA) AND THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 192 (100 FOOT PUBLIC RIGHT OF WAY PER MAP 1605, PROJECT 94); THENCE ALONG THE NORTH RIGHT OF WAY LINE OF SAID HART ROAD, N56°12'21"W, A DISTANCE OF 135.78 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, N56°12'21"W, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, N33°47'39"E, A DISTANCE OF 25.00 FEET; THENCE S56°12'21"E, A DISTANCE OF 20.00 FEET; THENCE S33°47'39"W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.011 ACRES (500 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR UTILITY EASEMENT.
2. THE BASIS OF BEARINGS FOR THIS SKETCH IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST, NAD 83, NGS ADJUSTMENT OF 2011. THE NORTH RIGHT OF WAY LINE OF THE HART ROAD BEARS N56°12'21"W.
3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.
5. THIS IS NOT A SURVEY.

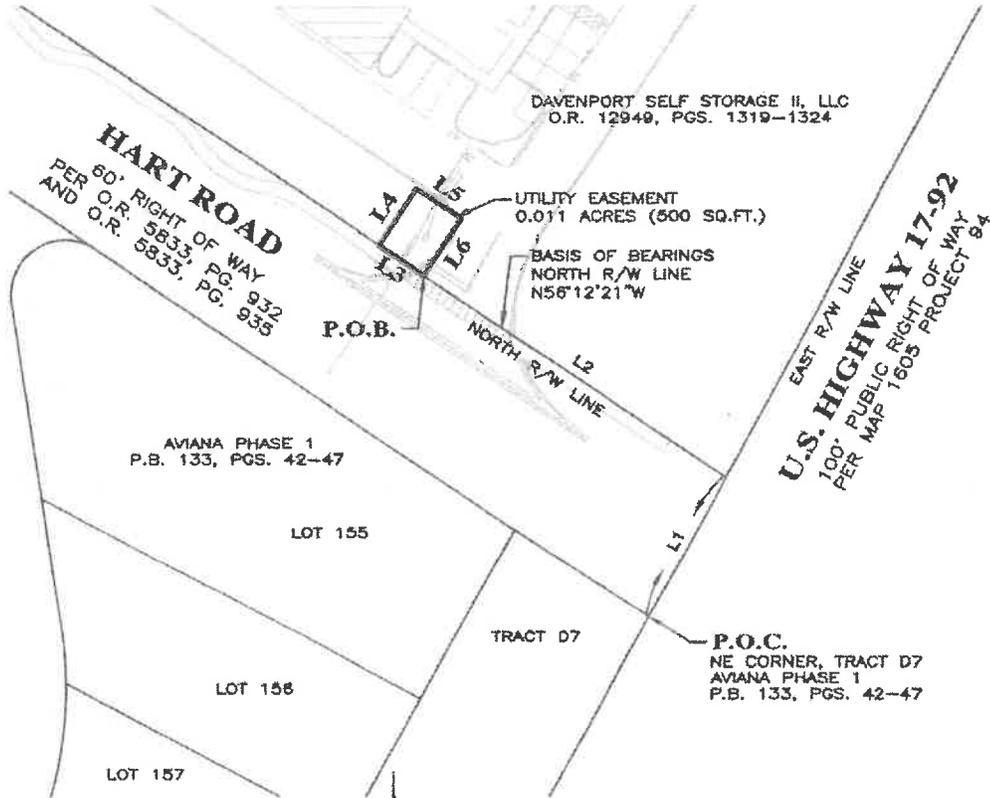
THIS SKETCH OF DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 <p>LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedge.com FLORIDA LICENSED BUSINESS NUMBER LB 6546</p>	<p>SKETCH OF DESCRIPTION FOR POLK COUNTY UTILITIES</p>	<p>DATE OF DRAWING: 18 AUG 2025 MANAGER: JDH CADD: SCL PROJECT NUMBER: 1352-24001 FIELD BOOK NUMBER: N/A LAST FIELD WORK: N/A CREW CHIEF(S): N/A COMPUTER FILE: 1352001SD1.DWG SCALE: N/A SHEET 1 OF 2</p>
	<p>SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.</p> <p align="right">DATE: 08/17/2025</p> <p>JEFFREY D. HOPKINS PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610</p>	

**SKETCH OF DESCRIPTION
DAVENPORT SELF STORAGE
UTILITY EASEMENT**

Exhibit "A" - Sheet 2 of 2

SECTION 12, TOWNSHIP 26 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA



LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
O.R. OFFICIAL RECORDS BOOK
P.G. PLAT BOOK
PG./PGS. PAGE/PAGES
S.F. SQUARE FEET
LB LICENSED BUSINESS



GRAPHIC SCALE 1"=60'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N28°22'52"E	60.27'
L2	N56°12'21"W	135.78'
L3	N56°12'21"W	20.00'
L4	N33°47'39"E	25.00'
L5	S56°12'21"E	20.00'
L6	S33°47'39"W	25.00'

THIS SKETCH OF DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SHEET 1 OF 2)

**LEADING EDGE
LAND SERVICES
INCORPORATED**

8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9891
WEB: www.leadingedges.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
POLK COUNTY UTILITIES

THIS IS NOT A SURVEY.

THIS SKETCH IS INCOMPLETE UNLESS
ACCOMPANIED BY A LEGAL DESCRIPTION
OF THE PROPERTY DEPICTED HEREON

DATE OF DRAWING: 18 AUG 2025	
MANAGER: JDH	CADD: SCL
PROJECT NUMBER: 1352-24001	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1352001SD1.DWG	
SCALE: 1"=60'	SHEET 2 OF 2



Polk County
Board of County Commissioners

Agenda Item R.26.

9/16/2025

SUBJECT

Approve selection committee’s recommendation to authorize staff negotiations with WSB LLC for construction engineering and inspection services for the CR 557 widening project. (No fiscal impact)

DESCRIPTION

Roads and Drainage requested Procurement to solicit proposals from qualified firms to provide construction engineering and inspection services for the County Road 557 road widening project.

Request for Proposal (RFP) 25-388, Construction Engineering and Inspection Services for County Road 557 was issued, and five firms submitted proposals. The selection committee met on Thursday, August 14, 2025, to evaluate and score the proposals. The three highest scored proposers were elevated to interviews. On Thursday, August 21, 2025, the selection committee conducted interviews and received presentations from the three proposers. After the interviews, the consensus of the selection committee was to request the Board authorize staff to enter into contract negotiations with all proposers starting with the highest ranked proposer, WSB LLC.

The following is a listing of the firms and their rankings:

Proposer	City	Rank
WSB LLC	Jacksonville, FL	1
AECOM Technical Services, Inc.	Tampa, FL	2
RS&H, Inc.	Lakeland, FL	3

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve the selection committee’s recommendation and authorize staff to enter into contract negotiations with all proposers interviewed starting with the highest ranked proposer, WSB LLC, in regards to RFP 25-388, Construction Engineering and Inspection Services for the County Road 557 widening project.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

Procurement

(863) 534-6727

kenbrush@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.27.

9/16/2025

SUBJECT

Approve the purchase of three vehicles for Utilities positions, Microsoft surface pros, accessories, truck mounts and a budget amendment to move operating funds to capital funds (\$917,477 one-time transfer)

DESCRIPTION

This budget amendment is requested to transfer operating funds to capital funds to account for the transactions to purchase three additional vehicles, as well as 187 new Surface Pros with vehicle mounts and appurtenances. The new vehicles allow for the mobility of shared positions among the more than 30 utilities locations. The upgrade to Surface Pros provides improved capacity and access to utility data and programs for staff as they traverse the county.

This transfer does not change the total dollar amount of the Utilities FY 25 budget.

RECOMMENDATION

Request the Board to approve three vehicles for the utilities operations group, Microsoft surface pros, accessories, truck mounts and a budget amendment to move operating funds to capital funds.

FISCAL IMPACT

Funds will be available in the Utilities Operating Fund upon approval of this budget amendment.

CONTACT INFORMATION

Charles Richards
Customer Service and Finance Manager
298-4135
charlesrichards@polk-county.net

BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date 6.5.25
 Parent Fund 42000
 Department/Division Utilities
 BoCC Date _____

Request for the following transfer be made for the reason(s) stated:

	Amount FROM	Fund	Cost Center	Account	Project	Area	TBD
	\$ 150,000	42011	640536100	5359000	0	00	0000000
	\$ 99,886	42011	660536018	5359000	0	00	0000000
	\$ 99,886	42011	660536026	5359000	0	00	0000000
	\$ 99,886	42011	660536016	5359000	0	00	0000000
	\$ 99,886	42011	660100105	5359000	0	00	0000000
	\$ 207,582	42011	660202500	5359000	0	00	0000000
	\$ 99,886	42011	660536010	5359000	0	00	0000000
	\$ 60,465	42011	650536006	5359000	0	00	0000000
TOTAL	\$ 917,477						

	Amount TO	Fund	Cost Center	Account	Project	Area	TBD
	\$ 150,000	42011	660536017	5666000	0	00	0000000
	\$ 99,886	42011	660536018	5666000	0	00	0000000
	\$ 99,886	42011	660536026	5666000	0	00	0000000
	\$ 99,886	42011	660536016	5666000	0	00	0000000
	\$ 99,886	42011	660100105	5666000	0	00	0000000
	\$ 207,582	42011	660202500	5666000	0	00	0000000
	\$ 99,886	42011	660536010	5666000	0	00	0000000
	\$ 60,465	42011	650536006	5666000	0	00	0000000
TOTAL	\$ 917,477						

JUSTIFICATION (attach additional back-up as necessary)

This budget amendment is for three additional vehicles are needed for new positions for the Utilities Division. The new positions are required to divide time at the more than 30 Utilities locations throughout the county. This budget Amendment also moves operating funds to capital funds to cover the aggregate purchase of Microsoft Pros and accessories.

Department/Division Director Tamara Richards

Recommended or not recommended by W. Stinson (Budget & Management Services) 6/9/25 (Date)

Reason _____

APPROVED / NOT APPROVED
 Board of County Commissioners/County Management _____ (Date)

Requesting Department or Division: **FORWARD TO BUDGET & MANAGEMENT SERVICES**

***BACKUP
DOCUMENTS***

POLK COUNTY

SURFACE PRO AND ACCESSORIES SUMMARY

Operations

Order 1

Count	Item	CDW#	Price Est	Est Total
137	Surface Pro 10 5G 32 GB RAM/512 gb SSD	7972350	\$ 2,293.24	\$ 314,173.88
137	3 YR Warranty	7859146	\$ 167.60	\$ 22,961.20
137	Thunderbolt Dock	7405398	\$ 205.99	\$ 28,220.63
137	MS Surface Arc Mouse	4610965	\$ 72.60	\$ 9,946.20
137	Rugged Case	7209639	\$ 67.51	\$ 9,248.87
137	Screen Protector	7245118	\$ 30.59	\$ 4,190.83
137	MS Surface Type Cover Keyboard	7866715	\$ 179.99	\$ 24,658.63
137	65 W USB-C DC Travel Adapter	4988819	\$ 54.19	\$ 7,424.03
106	Carry case for Surface	Amazon	\$ 34.99	\$ 3,708.94
31	Carry case for surface including external monitor	Amazon	\$ 49.99	\$ 1,549.69
31	External Monitor	Amazon	\$ 149.99	\$ 4,649.69
			Total:	\$ 430,732.59

Order 2

30	Surface Pro	7972350	\$ 2,293.24	\$ 68,797.20
30	Warranty	7859146	\$ 167.60	\$ 5,028.00
30	MS Surface Arc Mouse	4610965	\$ 72.60	\$ 2,178.00
30	Rugged Case	7209639	\$ 67.51	\$ 2,025.30
60	Screen Protector	7245118	\$ 30.59	\$ 1,835.40
30	Keyboard	7866715	\$ 179.99	\$ 5,399.70
30	Travel Adaptor	4988819	\$ 54.19	\$ 1,625.70
30	Display port cables	1461507	\$ 14.40	\$ 432.00
18	Carry case for Surface	Amazon	\$ 34.99	\$ 629.82
13	Carry case for surface including external monitor	Amazon	\$ 33.99	\$ 441.87
14	External Monitor	Amazon	\$ 129.99	\$ 1,819.86
43	HDMI to USB-C Cable	Amazon	\$ 7.99	\$ 343.57
2	Monitor Stand 4 monitors	Amazon	\$ 69.99	\$ 139.98
7	4 monitor - Docking Station	Amazon	\$ 299.95	\$ 2,099.65
			Total:	\$ 92,796.05

Customer Service

20	Surface Pro	7972350	\$ 2,293.24	\$ 45,864.80
20	Warranty	7859146	\$ 193.75	\$ 3,875.00
20	Rugged Case	7209639	\$ 71.96	\$ 1,439.20
45	Screen Protector	7245118	\$ 30.59	\$ 1,376.55
25	Keyboard	5788115	\$ 179.99	\$ 4,499.75
40	Travel Adaptor	4988819	\$ 64.85	\$ 2,594.00
4	Display port cables	1461507	\$ 14.40	\$ 57.60
10	Wall Charger	7900868	\$ 75.80	\$ 758.00
			Total:	\$ 60,464.90

Truck Mounts

Count	Item	CDW#	Price Est	Est Total
86	Havis C-HDM 1019	6770622	\$ 130.26	\$ 11,202.36
86	Havis Vehicle Mounting Kit C-HDM-202	1815139	\$ 107.60	\$ 9,253.60
86	Havis C-MD 317 Mounting Kit for Monitor_Keyboard	6650496	\$ 282.02	\$ 24,253.72
86	Havis Vehicle Mounting Kit C-HDM-401	1815140	\$ 45.95	\$ 3,951.70
86	Havis C-HDM 411 Mounting Component black powder coat	1970088	\$ 50.02	\$ 4,301.72
86	Havis PKG Rugged Keyboard w MNT	8246347	\$ 399.80	\$ 34,382.80
86	Havis Case Dock F Microsoft Surface	8326001	\$ 554.99	\$ 47,729.14
			Total:	\$ 135,075.04

Installation of Havis Truck Mounts

86	Installation		\$ 505.00	\$ 43,430.00
16	Project Management		\$ 175.00	\$ 2,800.00
	Travel and Milage			\$ 2,175.00
			Total:	\$ 48,405.00

Grand Total: \$ 767,473.58 Total Surface Pro order
 150,000 3 vehicle allowance
\$ 917,473.58 Raw total

917,473.58 Raw total
 150,000.00 3 trucks
 207,582.00 CC 660202500
 60,465.00 CC650536006
 499,426.58 Divide this into 5 remaining cost centers
 99,885.32 round up to 99,886

99,886.00
 99,886.00
 99,886.00
 99,886.00
 99,886.00
 207,582.00
 60,465.00
 150,000.00
 917,477.00 total budget amendment



Polk County
Board of County Commissioners

Agenda Item R.28.

9/16/2025

SUBJECT

Approve Interlocal Agreements with each of 15 municipalities for the collection of Polk County Impact Fees. (No fiscal impact)

DESCRIPTION

Pursuant to the Polk County Impact Fee Ordinance (Ord. No. 24-062), if capital facilities impact fee construction is located within a municipality which collects impact fees, the impact fees shall be paid directly to the municipality in accordance with the terms of the interlocal agreement between the municipality and the County pertaining to the payment and collection of impact fees.

Each of the municipalities identified below have previously entered into an interlocal agreement with Polk County authorizing the municipality to collect County impact fees for capital facilities impact construction:

Auburndale	Bartow	Davenport
Eagle Lake	Fort Meade	Frostproof
Haines City	Lake Alfred	Lake Wales
Lakeland	Mulberry	Polk City
Winter Haven	Dundee	Lake Hamilton

Recent legislative changes to Florida Statute 163.3180, related to concurrency, require that if a county and municipality charge new development or redevelopment a fee for transportation capacity impacts, the county and municipality must execute an interlocal agreement by October 1, 2025, to coordinate the mitigation of their respective transportation capacity impacts.

Upon approval and execution, the attached interlocal agreements amend and replace the existing interlocal agreements with each of the 15 municipalities listed above and ensure the parties' respective compliance with statutory requirements.

RECOMMENDATION

Request Board approve Interlocal Agreements with each of the following municipalities: (1) Auburndale; (2) Bartow; (3) Davenport; (4) Eagle Lake; (5) Fort Meade; (6) Frostproof; (7) Haines City; (8) Lake Alfred; (9) Lake Wales; (10) Lakeland; (11) Mulberry; (12) Polk City; (13) Winter Haven; (14) Dundee; and (15) Lake Hamilton, for the collection of Polk County impact fees.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6437

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF AUBURNDALE, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement ("Agreement") is entered into as of the Effective Date (as defined in Section 13, below), by and between the City of Auburndale, a municipal corporation in the State of Florida (the "CITY"), and Polk County, a political subdivision of the State of Florida (the "COUNTY"), their respective successors and assigns.

WITNESSETH

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the "Polk County Impact Fee Ordinance"); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the "Cooperation Act"), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the "Florida Impact Fee Act"; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY's collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the "Agreement") is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY's Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY. All such reports shall be prepared in accordance with the provisions of Sections 163.31801(8) and (13) of the Florida Statutes.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or

redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The "City Street System" shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The "County Road System" shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. "Transportation Network" shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term "Transportation Network" shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY's calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City

Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 10: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the

party's negligence or to assume any liability for the other party's negligence.

SECTION 13: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the "Effective Date").

SECTION 14: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 15: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 16: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or

agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 17: LIMITATION OF LIABILITY

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

SECTION 18: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 19: 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.

SECTION 20: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 21: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 22: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

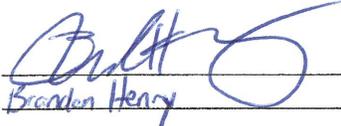
Reviewed as to form and legal sufficiency:

County Attorney's Office Date

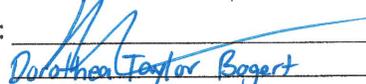
Date: _____

ATTEST:

CITY OF AUBURNDALE, a municipal corporation
of the State of Florida



Brandon Henry, City Clerk

By: 

Dorothea Taylor Bogert, Mayor

Date: 9-4-25

Reviewed as to form and correctness:



City Attorney FREDERICK J. MURPHY, JR

Date: 9-4-25

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF BARTOW, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 13, below), by and between the City of Bartow, a municipal corporation in the State of Florida (the “CITY”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY’s Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY. All such reports shall be prepared in accordance with the provisions of Sections 163.31801(8) and (13) of the Florida Statutes.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or

redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The "City Street System" shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The "County Road System" shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. "Transportation Network" shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term "Transportation Network" shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY's calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City

Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 10: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the

party's negligence or to assume any liability for the other party's negligence.

SECTION 13: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the "Effective Date").

SECTION 14: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 15: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 16: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or

agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 17: LIMITATION OF LIABILITY

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

SECTION 18: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 19: 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.

SECTION 20: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 21: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 22: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

Date: _____

ATTEST:

CITY OF BARTOW, a municipal corporation of the
State of Florida

_____, City Clerk

By: _____
_____, Mayor

Date: _____

Reviewed as to form and correctness:

City Attorney

Date: _____

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF DAVENPORT, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 13, below), by and between the City of Davenport, a municipal corporation in the State of Florida (the “CITY”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY’s Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of

their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The “City Street System” shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The “County Road System” shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. “Transportation Network” shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term “Transportation Network” shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY’s calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 10: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the other as to the receipt, allocation and expenditure of Impact Fees, including records as to the issuance of Building Permits and Certificates of Occupancy. All such inspections shall be made upon

SECTION 13: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the “Effective Date”).

SECTION 14: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 15: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 16: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of

any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 17: LIMITATION OF LIABILITY

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

SECTION 18: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 19: 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.

SECTION 20: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 21: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 22: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

Date: _____

ATTEST:


Raquel Castillo, City Clerk

CITY OF DAVENPORT, a municipal corporation
of the State of Florida

By: 
Brynn Summerlin, Mayor

Date: September 4, 2025

Reviewed as to form and correctness:


City Attorney

Date: September 4, 2025



**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 13, below), by and between the Town of Dundee, a municipal corporation in the State of Florida (the “TOWN), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a Town which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the Town according to the terms of the interlocal agreement between the Town and the County pertaining to the payment and collection of Impact Fees; and

(1)

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the TOWN and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the TOWN to collect COUNTY impact fees for Capital Facilities Impact Construction within the TOWN limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the TOWN and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the TOWN and the COUNTY related to the TOWN’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the TOWN and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: TOWN’s Obligations

(A) The TOWN hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the TOWN limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The TOWN shall require that the Applicant pay to the TOWN the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the town for Capital Facilities Impact Construction. To facilitate that collection, the TOWN shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each

Capital Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the TOWN or the COUNTY.

(C) The TOWN shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the TOWN shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the TOWN shall provide to the COUNTY documentation to support the actual costs incurred by the TOWN in the collection of COUNTY impact fees. Thereafter, the TOWN shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the TOWN's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the TOWN written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the TOWN with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the TOWN. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the TOWN. All such reports shall be prepared in accordance with the provisions of Sections 163.31801(8) and (13) of the Florida Statutes.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the TOWN both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the TOWN hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the TOWN each expressly agree as follows:

(A) The COUNTY and the TOWN shall mutually ensure that any new development

or redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The "Town Street System" shall mean the road system of the Town located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The "County Road System" shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the Town Street System or the State Highway System.
- iii. "Transportation Network" shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term "Transportation Network" shall not include any roads or facilities within the Town Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY's calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the Town

Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The TOWN acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Town Street System, and the Town's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the TOWN or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the TOWN's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the TOWN and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 10: Review

The TOWN and the COUNTY shall each have the reciprocal right to review the records of

party's negligence or to assume any liability for the other party's negligence.

SECTION 13: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the "Effective Date").

SECTION 14: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the TOWN and the COUNTY.

SECTION 15: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 16: Controlling Law / Members of the Town and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the Town contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the Town, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant,

stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the Town or the County in its, his, her or their individual capacity and neither the members of the governing body of the Town or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the Town or the County of this Agreement or any act pertaining hereto.

SECTION 17: LIMITATION OF LIABILITY

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

SECTION 18: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 19: 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.

SECTION 20: Waiver

A waiver by either the COUNTY or the TOWN 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 21: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the TOWN.

SECTION 22: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

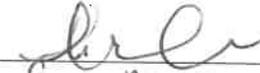
Reviewed as to form and legal sufficiency:

County Attorney's Office Date

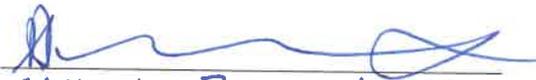
Date: _____

ATTEST:

TOWN OF DUNDEE, a municipal corporation of
the State of Florida



Erica Anderson, Town Clerk

By: 

SAMUEL Pennant, Mayor

Date: August 26, 2025

Reviewed as to form and correctness:



Town Attorney FREDERICK J. MURPHY, JR.

Date: 8-26-25

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF EAGLE LAKE, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 12, below), by and between the City of Eagle Lake, a municipal corporation in the State of Florida (the “CITY”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY’s Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of

their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The “City Street System” shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The “County Road System” shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. “Transportation Network” shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term “Transportation Network” shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY’s calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 9: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the other as to the receipt, allocation and expenditure of Impact Fees, including records as to the issuance of Building Permits and Certificates of Occupancy. All such inspections shall be made upon

SECTION 12: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the “Effective Date”).

SECTION 13: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 14: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 15: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or

agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 16: LIMITATION OF LIABILITY

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

SECTION 17: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 18: 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.

SECTION 19: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 20: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 21: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

Date: _____

ATTEST:



Dawn Wright
Dawn Wright, City Clerk

CITY OF EAGLE LAKE, a municipal corporation
of the State of Florida

By: Cory Coler
Cory Coler, Mayor

Date: 8/4/2025

Reviewed as to form and correctness:

Heather R Maxwell
City Attorney

Date: 8/4/2025

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF FORT MEADE, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement ("Agreement") is entered into as of the Effective Date (as defined in Section 12, below), by and between the City of Fort Meade, a municipal corporation in the State of Florida (the "CITY"), and Polk County, a political subdivision of the State of Florida (the "COUNTY"), their respective successors and assigns.

WITNESSETH

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the "Polk County Impact Fee Ordinance"); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees;
and

(1)

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the "Cooperation Act"), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the "Florida Impact Fee Act"; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY's collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the "Agreement") is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY's Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of

their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The "City Street System" shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The "County Road System" shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. "Transportation Network" shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term "Transportation Network" shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY's calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 9: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the other as to the receipt, allocation and expenditure of Impact Fees, including records as to the issuance of Building Permits and Certificates of Occupancy. All such inspections shall be made upon

SECTION 12: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the "Effective Date").

SECTION 13: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 14: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 15: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of

any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 16: LIMITATION OF LIABILITY

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

SECTION 17: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 18: 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.

SECTION 19: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 20: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 21: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

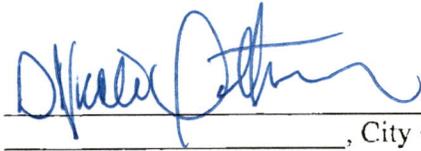
Reviewed as to form and legal sufficiency:

County Attorney's Office Date

Date: _____

ATTEST:

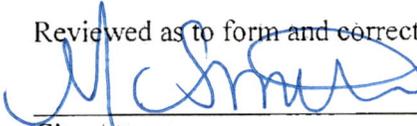
CITY OF FORT MEADE, a municipal corporation
of the State of Florida


_____, City Clerk

By: 
_____, Mayor

Date: 8/18/25

Reviewed as to form and correctness:



City Attorney

Date: 8/20/2025

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF FROSTPROOF, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 12, below), by and between the City of Frostproof, a municipal corporation in the State of Florida (the “CITY”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

WITNESSETH

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY’s Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of

their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The “City Street System” shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The “County Road System” shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. “Transportation Network” shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term “Transportation Network” shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY’s calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 9: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the other as to the receipt, allocation and expenditure of Impact Fees, including records as to the issuance of Building Permits and Certificates of Occupancy. All such inspections shall be made upon

SECTION 12: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the “Effective Date”).

SECTION 13: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 14: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 15: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of

any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 16: LIMITATION OF LIABILITY

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

SECTION 17: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 18: 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.

SECTION 19: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 20: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 21: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

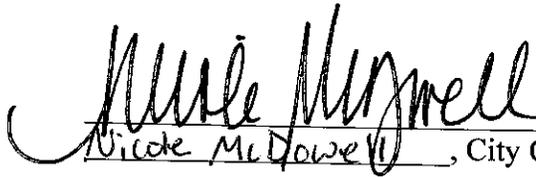
Reviewed as to form and legal sufficiency:

County Attorney's Office Date

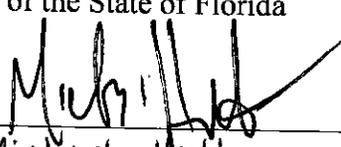
Date: _____

ATTEST:

CITY OF FROSTPROOF, a municipal corporation
of the State of Florida

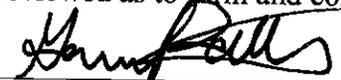


Nicole McDowell, City Clerk

By: 

Michael Hutto, Mayor

Reviewed as to form and correctness:



City Attorney

Date: August 4, 2025

Date: August 4, 2025

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF HAINES CITY, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 12, below), by and between the City of Haines City, a municipal corporation in the State of Florida (the “CITY”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY’s Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of

their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The “City Street System” shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The “County Road System” shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. “Transportation Network” shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term “Transportation Network” shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY’s calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 9: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the other as to the receipt, allocation and expenditure of Impact Fees, including records as to the issuance of Building Permits and Certificates of Occupancy. All such inspections shall be made upon

SECTION 12: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the “Effective Date”).

SECTION 13: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 14: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 15: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of

any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 16: LIMITATION OF LIABILITY

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

SECTION 17: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 18: 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.

SECTION 19: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 20: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 21: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

Date: _____

ATTEST:

CITY OF HAINES CITY, a municipal corporation
of the State of Florida

_____, City Clerk

By: _____
_____, Mayor

Date: _____

Reviewed as to form and correctness:

City Attorney

Date: _____

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF LAKE ALFRED, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 13, below), by and between the City of Lake Alfred, a municipal corporation in the State of Florida (the “CITY”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY’s Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY. All such reports shall be prepared in accordance with the provisions of Sections 163.31801(8) and (13) of the Florida Statutes.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or

redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The "City Street System" shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The "County Road System" shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. "Transportation Network" shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term "Transportation Network" shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY's calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City

Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 10: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the

party's negligence or to assume any liability for the other party's negligence.

SECTION 13: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the "Effective Date").

SECTION 14: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 15: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 16: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or

agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 17: LIMITATION OF LIABILITY

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

SECTION 18: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 19: 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.

SECTION 20: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 21: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 22: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

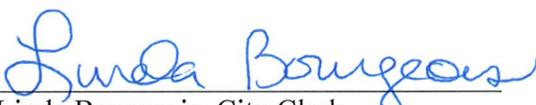
Reviewed as to form and legal sufficiency:

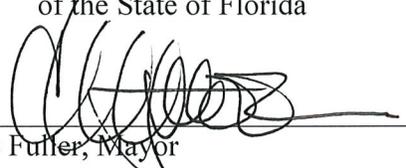
County Attorney's Office Date

Date: _____

ATTEST:

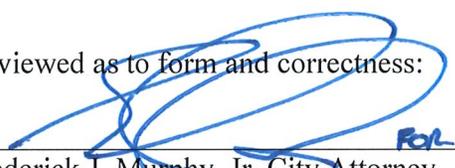
CITY OF LAKE ALFRED, a municipal corporation
of the State of Florida


Linda Bourgeois, City Clerk

By: 
Mac Fuller, Mayor

Date: September 11, 2025

Reviewed as to form and correctness:


Frederick J. Murphy, Jr. City Attorney

Date: September 11, 2025



**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

TOWN OF LAKE HAMILTON, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 12, below), by and between the Town of Lake Hamilton, a municipal corporation in the State of Florida (the “TOWN), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a Town which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the Town according to the terms of the interlocal agreement between the Town and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the TOWN and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the TOWN to collect COUNTY impact fees for Capital Facilities Impact Construction within the TOWN limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the TOWN and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the TOWN and the COUNTY related to the TOWN’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the TOWN and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: TOWN’s Obligations

(A) The TOWN hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the TOWN limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The TOWN shall require that the Applicant pay to the TOWN the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the town for Capital Facilities Impact Construction. To facilitate that collection, the TOWN shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each

Capital Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the TOWN or the COUNTY.

(C) The TOWN shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the TOWN shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the TOWN shall provide to the COUNTY documentation to support the actual costs incurred by the TOWN in the collection of COUNTY impact fees. Thereafter, the TOWN shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the TOWN's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the TOWN written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the TOWN with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the TOWN. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the TOWN.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the TOWN both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the TOWN hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the TOWN each expressly agree as follows:

(A) The COUNTY and the TOWN shall mutually ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from

the calculation of their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The “Town Street System” shall mean the road system of the Town located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The “County Road System” shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the Town Street System or the State Highway System.
- iii. “Transportation Network” shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term “Transportation Network” shall not include any roads or facilities within the Town Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY’s calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the Town Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The TOWN acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Town Street System, and the Town's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the TOWN or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the TOWN's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the TOWN and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 9: Review

The TOWN and the COUNTY shall each have the reciprocal right to review the records of the other as to the receipt, allocation and expenditure of Impact Fees, including records as to the issuance of Building Permits and Certificates of Occupancy. All such inspections shall be made upon

SECTION 12: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the “Effective Date”).

SECTION 13: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the TOWN and the COUNTY.

SECTION 14: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 15: Controlling Law / Members of the Town and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the Town contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the Town, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant,

stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the Town or the County in its, his, her or their individual capacity and neither the members of the governing body of the Town or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the Town or the County of this Agreement or any act pertaining hereto.

SECTION 16: LIMITATION OF LIABILITY

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

SECTION 17: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 18: 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.

SECTION 19: Waiver

A waiver by either the COUNTY or the TOWN 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 20: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the TOWN.

SECTION 21: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

Date: _____

ATTEST:



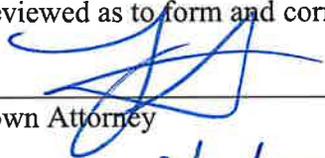
Jacqueline Burja, Town Clerk

TOWN OF LAKE HAMILTON, a municipal
corporation of the State of Florida

By: Phyllis Hall
Phyllis Hall, Mayor

Date: 8/5/25

Reviewed as to form and correctness:



Town Attorney

Date: 8/5/25

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF LAKE WALES, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 12, below), by and between the City of Lake Wales, a municipal corporation in the State of Florida (the “CITY”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY’s Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.3180(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of

their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The “City Street System” shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The “County Road System” shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. “Transportation Network” shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term “Transportation Network” shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY’s calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 9: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the other as to the receipt, allocation and expenditure of Impact Fees, including records as to the issuance of Building Permits and Certificates of Occupancy. All such inspections shall be made upon

SECTION 12: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the “Effective Date”).

SECTION 13: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 14: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 15: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of

any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 16: LIMITATION OF LIABILITY

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

SECTION 17: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 18: 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.

SECTION 19: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 20: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 21: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

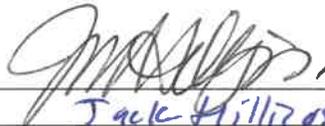
Date: _____

ATTEST:

CITY OF LAKE WALES, a municipal corporation
of the State of Florida



Jennifer Narek, City Clerk

By: 

Jack Hilligose, Mayor

Date: Sept. 3, 2025

Reviewed as to form and correctness:



City Attorney

Date: 8.27.25

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF LAKELAND, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 13, below), by and between the City of Lakeland, a municipal corporation of the State of Florida (the “CITY”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth to contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY’s Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms using CITY permit tracking software acceptable to COUNTY, a summary of

the Impact Fees paid for each Capital Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY, as applicable.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than sixty (60) days from the Effective Date of this Agreement, or a date mutually agreed upon in writing by the parties, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall

review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(4)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) During the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY upon request.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or

redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The "City Street System" shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The "County Road System" shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. "Transportation Network" shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term "Transportation Network" shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY's calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City

Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Major Transportation System, defined as all arterial and collector roads maintained by the City or maintained by FDOT and all associated multimodal improvements to such roads, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. Neither party hereto shall be required to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence.

SECTION 13: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the "Effective Date").

SECTION 14: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 15: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 16: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the

County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 17: LIMITATION OF LIABILITY

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

SECTION 18: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 19: 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.

SECTION 20: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 21: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 22: Developer Contribution Credits / Separate Agreements

The County and the City acknowledge and agree that this Agreement shall not apply to or govern any Impact Fees credited or collected pursuant to Section 2.11 of the Polk County Impact Fee Ordinance providing for Developer Contribution Credits. The parties further acknowledge and agree that any such Impact Fee credits granted, and the collection of remaining fees due and the administrative costs related to such collection, shall be governed by a separate credit agreement entered into by and between the Applicant or Owner, the City, and the County in accordance with the terms and conditions of said Section 2.11.

SECTION 23: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

Date: _____

County Attorney's Office, Date

ATTEST:



CITY OF LAKE LAND, a municipal corporation of
the State of Florida

By: Heather L. Bradman
Kelly S. Koos, City Clerk
Heather L. Bradman, Deputy City Clerk
9-4-25

By: H. William Mutz
H. William Mutz, Mayor

Date: 9/4/25

Reviewed as to form and correctness:

Palmer C. Davis

Palmer C. Davis, City Attorney

Date: 9-5-2025

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF MULBERRY, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 13, below), by and between the City of Mulberry, a municipal corporation in the State of Florida (the “CITY”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY’s Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY. All such reports shall be prepared in accordance with the provisions of Sections 163.31801(8) and (13) of the Florida Statutes.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or

redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The "City Street System" shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The "County Road System" shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. "Transportation Network" shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term "Transportation Network" shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY's calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City

Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 10: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the

party's negligence or to assume any liability for the other party's negligence.

SECTION 13: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the "Effective Date").

SECTION 14: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 15: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 16: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or

agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 17: LIMITATION OF LIABILITY

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

SECTION 18: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 19: 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.

SECTION 20: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 21: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 22: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

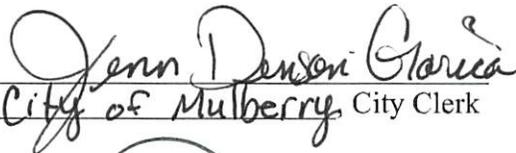
Reviewed as to form and legal sufficiency:

County Attorney's Office Date

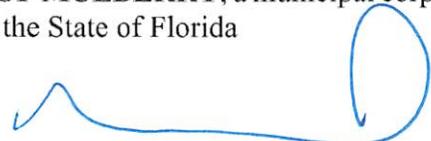
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ATTEST:

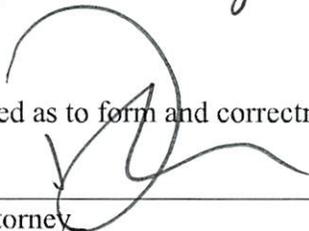
CITY OF MULBERRY, a municipal corporation of
the State of Florida



City of Mulberry City Clerk


By: _____
NEIL DEVINE Vice Mayor

Reviewed as to form and correctness:



City Attorney

Date: 08/19/2025

Date: Aug. 19, 2025

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF POLK CITY, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 12, below), by and between the City of Polk City, a municipal corporation in the State of Florida (the “CITY”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY’s Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of

their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The “City Street System” shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The “County Road System” shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. “Transportation Network” shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term “Transportation Network” shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY’s calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 9: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the other as to the receipt, allocation and expenditure of Impact Fees, including records as to the issuance of Building Permits and Certificates of Occupancy. All such inspections shall be made upon

SECTION 12: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the “Effective Date”).

SECTION 13: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 14: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 15: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of

any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 16: LIMITATION OF LIABILITY

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

SECTION 17: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 18: 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.

SECTION 19: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 20: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 21: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

Date: _____

ATTEST:

CITY OF POLK CITY, a municipal corporation of
the State of Florida

_____, City Clerk

By: _____
_____, Mayor

Date: _____

Reviewed as to form and correctness:

City Attorney

Date: _____

**INTERLOCAL AGREEMENT FOR COLLECTION OF
POLK COUNTY IMPACT FEES**

between

CITY OF WINTER HAVEN, FLORIDA

and

POLK COUNTY, FLORIDA

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 13, below), by and between the City of Winter Haven, a municipal corporation in the State of Florida (the “CITY”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

W I T N E S S E T H

WHEREAS, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

WHEREAS, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

WHEREAS, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a City which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the City according to the terms of the interlocal agreement between the City and the County pertaining to the payment and collection of Impact Fees; and

(1)

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

WHEREAS, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

WHEREAS, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, the CITY and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the CITY to collect COUNTY impact fees for Capital Facilities Impact Construction within the City limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

WHEREAS, it is the express intent of the CITY and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the CITY and the COUNTY related to the CITY’s collection and remittance of COUNTY impact fees.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Authority

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

SECTION 3: All Prior Agreements Superseded

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the COUNTY pertaining to the matters stated herein, whether written or oral.

SECTION 4: Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

SECTION 5: CITY’s Obligations

(A) The CITY hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the CITY limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The CITY shall require that the Applicant pay to the CITY the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the City for Capital Facilities Impact Construction. To facilitate that collection, the CITY shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Capital

Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the CITY or the COUNTY.

(C) The CITY shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30th) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

SECTION 6: Administrative Costs

Pursuant to Section 163.31801(4)(c), Florida Statutes, the CITY shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the CITY shall provide to the COUNTY documentation to support the actual costs incurred by the CITY in the collection of COUNTY impact fees. Thereafter, the CITY shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the CITY's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

SECTION 7: COUNTY's Obligations

(A) The COUNTY shall provide to the CITY written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the CITY with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the CITY. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the CITY. All such reports shall be prepared in accordance with the provisions of Sections 163.31801(8) and (13) of the Florida Statutes.

SECTION 8: Transportation Capacity Impacts Coordination

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the CITY both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the CITY hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the CITY each expressly agree as follows:

(A) The COUNTY and the CITY shall mutually ensure that any new development or

redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The "City Street System" shall mean the road system of the City located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The "County Road System" shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the City Street System or the State Highway System.
- iii. "Transportation Network" shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term "Transportation Network" shall not include any roads or facilities within the City Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY's calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the City

Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The CITY acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the City Street System, and the City's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the CITY or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the CITY's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

SECTION 9: Term

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the CITY and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

SECTION 10: Review

The CITY and the COUNTY shall each have the reciprocal right to review the records of the

party's negligence or to assume any liability for the other party's negligence.

SECTION 13: Filing / Effective Date

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the "Effective Date").

SECTION 14: Third-Party Rights

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the CITY and the COUNTY.

SECTION 15: Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 16: Controlling Law / Members of the City and County Not Liable

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided

by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

SECTION 17: LIMITATION OF LIABILITY

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

SECTION 18: Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

SECTION 19: 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.

SECTION 20: Waiver

A waiver by either the COUNTY or the CITY 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

SECTION 21: Amendment

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the CITY.

SECTION 22: No Construction Against Drafter

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

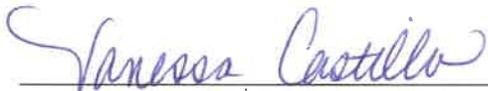
Reviewed as to form and legal sufficiency:

County Attorney's Office Date

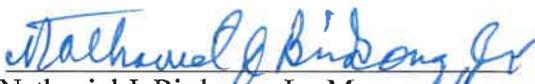
Date: _____

ATTEST:

CITY OF WINTER HAVEN, a municipal
corporation of the State of Florida



Vanessa Castillo, MMC, City Clerk

By: 

Nathaniel J. Birdsong, Jr., Mayor

Date: 9/10/25

Reviewed as to form and correctness:



Frederick J. Murphy, Jr., City Attorney

Date: 9-10-25



Polk County
Board of County Commissioners

Agenda Item R.29.

9/16/2025

SUBJECT

Approve the Extension of the Ad Valorem and Non-Ad Valorem Assessment Rolls prior to Completion of Value Adjustment Board Hearings (No Fiscal Impact)

DESCRIPTION

In accordance with Florida Statute 197.323, Joe G. Tedder, Tax Collector, has requested that the Board of County Commissioners order the ad valorem and non-ad valorem tax assessment rolls be extended prior to completion of the Value Adjustment Board hearings. This is permitted if completion thereof would otherwise be the only cause for a delay in the issuance of tax notices beyond November 1. For any parcel for which tax liability is subsequently altered as a result of board action, the tax collector is required to resolve the matter by following the same procedures used for correction of errors.

RECOMMENDATION

Approve the extension.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Randy Mink, County Attorney

863-534-6730



JOE G. TEDDER, CFC, TAX COLLECTOR

Imperial Polk County & The State of Florida

September 2, 2025



The Honorable Rick Wilson
Chairman, Polk County Board of County Commissioners
Post Office Box 9005, Drawer BC01
Bartow, Florida 33831-9005

**RE: VALUE ADJUSTMENT BOARD/DELIVERY OF AD VALOREM TAX ROLL
AND NON-AD VALOREM ASSESSMENT ROLLS**

Dear Chairman Wilson:

It appears that the Value Adjustment Board hearings and decisions of the Special Master for the 2025 tax assessments will not be completed within the timeframe required to extend the tax roll on time.

If this deadline is not met, we will have a late tax roll resulting in tax notices being mailed after November 1, 2025, preventing all tax authorities we represent (including the Board of County Commissioners) from receiving their tax money on time.

I am, therefore, requesting the Board of County Commissioners order the roll to be extended prior to completion of the Value Adjustment Board hearings per Florida Statute 197.323. If any parcels are altered by the Value Adjustment Board, they can be corrected by Certificate of Correction.

Since this requires the majority vote of the Board of County Commissioners, please put this on your agenda no later than October 2, 2025, Board Meeting to consider this request. If you have questions or concerns, please contact me.

Sincerely,

Joe G. Tedder, CFC
Tax Collector

cc: Bill Beasley, County Manager
Todd Bond, Deputy County Manager
Randy Mink, County Attorney
The Honorable Neil Combee, Property Appraiser



Polk County
Board of County Commissioners

Agenda Item R.30.

9/16/2025

SUBJECT

Authorize the County Attorney's Office to open a probate in the Estate of Betty Frey for the limited purpose of clearing the title to the home located at 2348 W. Patterson Street, Lakeland, Florida 33815, and to take all legal steps necessary to do so.

DESCRIPTION

The Board approved #RC24-SHIP-003, a State Housing Initiative Partnership (SHIP) rehabilitation/replacement program Homeowner Assistance Agreement and Grant Agreement in the amount of \$192,960.00 for Ms. Betty Frey (Agenda Item #25-0673). Unfortunately, in early August, amid construction, Ms. Frey passed away. Staff are aware of one daughter, Krista Webb, who lives in Alabama, and possibly one granddaughter. Staff successfully made contact via one telephone call with Ms. Webb. Ever since, Ms. Webb has been uncooperative. During that one call, Ms. Webb expressed that she was uninterested in said home or the probate process. Staff is unaware of the existence of any will and believes Ms. Frey died intestate.

During the construction process, the contractor made necessary changes and incurred additional costs of materials. Normally when this happens, a change order is provided, and the homeowner enters into a Mortgage Modification agreement. In this instance, there is no one with legal authority to sign these documents or enter such an agreement. Therefore, there is no one with legal authority to enable the County to finish construction.

Staff brought this issue to the attention of the County Attorney's Office who recommends opening a probate with a limited purpose of clearing title and appointing a curator, pursuant to section 733.501, Florida Statutes, to avoid waste and delay, and to enable the construction process to continue, and protect the County's interest.

RECOMMENDATION

Authorize the County Attorney's Office to open a probate in the Estate of Betty Frey for the limited purpose of clearing title to the home only and take all legal steps necessary to do so.

FISCAL IMPACT

Funding is available in the general fund.

CONTACT INFORMATION

Heather Bryan, Esquire
Assistant County Attorney
863-534-6746

Randall Vogel, Esquire
Assistant County Attorney

863-534-6744



INSTR # 2025124980
 BK 13564 Pgs 1172-1179 PG(s)8
 RECORDED 05/29/2025 09:09:26 AM
 STACY M. BUTTERFIELD, CLERK OF COURT
 POLK COUNTY
 MTG DOC \$637.00
 RECORDING FEES \$69.50
 RECORDED BY shawjame

This Document Prepared By:
 Helen R. Sorhaindo
 Housing and Neighborhood Development
 Housing Development Section
 P.O. Box 9005, Drawer HS04
 Bartow, FL 33831-9005

Re

**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
 REHABILITATION/REPLACEMENT
 DEFERRED MORTGAGE AND SECURITY AGREEMENT**

This Mortgage and Security Agreement ("Mortgage") is given this 20th day of May, 2025. The Mortgagor(s) Betty S. Frey, a single woman, whose mailing address is 2348 W. Patterson Street, Lakeland, FL 33815, the ("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 principle sum of One Hundred Eighty-Two Thousand and No/100 Dollars (\$182,000.00). 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 2348 W. Patterson Street, Lakeland, FL 33815, and more particularly described as:

Legal Description:

THE WEST 1/2 OF THE WEST 200 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF LOT 29 IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 23 EAST OF WEST END FARMS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3A, PAGE 32, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS AND EXCEPT ANY PART OF CAPTIONED PROPERTY WHICH MIGHT LIE WITHIN THE FOLLOWING:

BEGIN AT THE NW CORNER OF LOT 29, OF WEST END FARMS LOCATED IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 23 EAST, AS PER PLAT RECORDED IN PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 32, THENCE RUN SOUTH 165 FOR POINT OF BEGINNING, THENCE EAST 200 FEET, THENCE SOUTH 60 FEET, THENCE WEST 200 FEET, THENCE NORTH 60 FEET TO THE POINT OF BEGINNING.

- 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 reasonable 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 entirety 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 modification 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.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

Attest:

Owner(s):

Jennifer Morris
Witness

Betty S. Frey
Betty S. Frey

JENNIFER MORRIS

Print Name of Witness

Witness Address:

Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

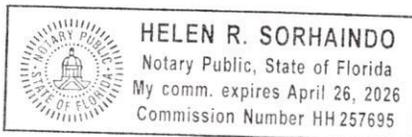
**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of May, 2025 by Betty S. Frey, who is personally known to me or has produced FLDL as identification.

(AFFIX NOTARY SEAL)

Helen R. Sorhaindo
Notary Public

Print Name HELEN R. SORHAINDO
My Commission Expires: 04/26/2026



This Document Prepared by:
Helen R. Sorhaindo
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: Betty S. Frey
ADDRESS: 2348 W. Patterson Street, Lakeland, FL 33815
CASE NUMBER: RC24-SHIP-003
LOAN AMOUNT: \$182,000.00

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantors are Betty S. Frey, whose mailing address is 2348 W. Patterson Street, Lakeland, FL 33815. For value, the Owner promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida One Hundred Eighty-Two Thousand and No/100 Dollars (\$182,000.00), 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.

RC24-SHIP-003
Page 2 of 3

Attest:

Jennifer Morris
Witness

JENNIFER MORRIS

Print Name of Witness

Witness Address:

Housing & Neighborhood Development
1290 Golfview Avenue
P.O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Owner(s):

Betty S. Frey
Betty S. Frey

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of May, 2025 by Betty S. Frey, who is personally known to me or has produced FLDL as identification.

(AFFIX NOTARY SEAL)



Helen R. Sorhaindo
Notary Public
Print Name HELEN R. SORHAINDO
My Commission Expires: 04/26/2026

CASE #: RC24-SHIP-003

REHABILITATION / RECONSTRUCTION WORK CONTRACT

THIS CONTRACT, entered into this 20 day of May , 2025 , between (indicate full name of each owner of the property to be repaired and rehabilitated together with the name of the spouse of every owner even if the spouse is a non-owner) Betty S. Frey and N/A (Hereinafter "Owner") and Gordon Moore & Associates LLC (Hereinafter "Contractor") at project address 2348 W. Patterson Street, Lakeland, FL 33815 as listed in the attached Bid Package.

**MANDATORY WARNING FOR DIRECT CONTRACTS
RELATED TO RESIDENTIAL CONTRACTS**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 - 713.37 FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUB CONTRACTORS, SUB-CONTRACTOR, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

WITNESSETH

In consideration of the mutual covenants and provisions herein, and for other valuable consideration, said Owner(s) and Contractor agree as follows:

A. Work to be performed by Contractor

1. The Contractor shall act in compliance with and perform such work as detailed and specified in those documents which are hereto attached and marked "BID PACKAGE" (Bid Number N/A), and the "Instructions to Bidder Manual" previously received and signed for by the contractor, the same being incorporated as part of this Contract by reference.
2. The Contractor will furnish all supervision, labor, materials, machinery, tools, equipment, and services and perform and complete all the work detailed in Paragraph A-1 of this Contract in an efficient and workmanlike manner.
3. On behalf of the Owner(s) the County may, at any time or from time to time, order additions, elections or revisions in the work to be performed by the Contractor pursuant to the provisions of this Contract through the use of "Change Orders" signed by the Owner(s), the Contractor, and the County (in concurrence). If any proposed Change Order will cause an increase or decrease in the Contract Price or an extension or shortening of the Contractor's time for completion of the work, an equitable adjustment to the Contract Price and to the Contractor's time for completion will be made and indicated upon the signed Change Order. Additional work performed by the Contractor without the authorization of a signed Change Order will result in the Contractor being not entitled to an increase in the contract price or to an extension of time for completion of the work. Upon receipt of a signed Change Order, the Contractor shall proceed with the work involved. All work shall be executed in accordance with the applicable terms and provisions of the aforementioned "Bid Package."
4. At all times during the work progress, the Contractor will keep on the work site a competent resident supervisor. The Contractor will give, by written notice to the Polk County Housing and Community Development, Housing Section, the name and address of said supervisor within ten (10) days of work

CASE #: RC24-SHIP-003

commencement. Said supervisor shall not be replaced by the Contractor without prior written notice to the County except under extraordinary circumstances. The supervisor will be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the supervisor will be as binding upon the Contractor as if the same were given to the Contractor.

5. The Contractor will adhere to and otherwise comply with the mandates and provisions of the Section 3 of the Housing and Urban Development Act of 1968.
 - 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 135, 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 24 CFR 135 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 135, 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 135. 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 CFR135.
 - 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 CFR135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
 - f. Noncompliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - 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).

B. Mailing Addresses for Giving Written Notices and Other Written Communications

Whenever the parties to this Contract or the County desire to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed

CASE #: RC24-SHIP-003

to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Paragraph B. The following mailing addresses are to be used by the parties to this Contract and the County for the purpose of giving written notices and any other written communications relating to this Contract:

1. Mailing Address of Owner(s): Betty S. Frey N/A
2348 W. Patterson Street, Lakeland, FL 33815
2. Mailing Address of Contractor: Gordon Moore & Associates LLC
4324 Melbrooke Ct. Lakeland, FL, 33811
3. County: **Housing & Neighborhood Development Office, Drawer HS04,
P.O. Box 9005, Bartow, Florida 33831-9005**

C. The Contract Price

Subject to the "dollar for dollar" adjustment provisions as stated in Paragraph S of this Contract, the County will pay for the Contractor's complete and proper performance pursuant to the provisions of this contract, the total net bid amount of (see bid proposal):

One Hundred Eighty Two Thousand Dollars and Zero Cents \$ 182,000.00

Before making or authorizing such payment, the County shall require the Contractor to furnish releases of liens from any and all subcontractors performing work and supplying materials or services to the Contractor pursuant to the subject matter of this Contract.

D. Subcontracting by Contractor

Should the Contractor use any subcontractors for the performance of any portion of the work in connection with this Contract, said work shall be deemed as performed by the Contractor. The Contractor will give prior written notice to the County and Owner (notice to be in compliance with Paragraph B of this Contract) and furnish the names and addresses of all subcontractors within ten (10) days of the execution of any subcontract. The Contractor will bind all of its subcontractors to the terms and conditions of this Contract, but this shall not relieve the Contractor from full responsibility for the Contractor's proper completion of all work to be executed in strict accord with the provisions of this contract; nor shall the Contractor be released from this responsibility as a result of any sub contractual agreement made by the Contractor with others. The Contractor shall not employ any subcontractor to whom the Owner or County may have a reasonable objection, including without limitation, a subcontractor which is not properly insured, or which may be debarred from bidding or performing services to Federal, State, or local programs.

E. Contractor's Compliance with Permits and Codes

The Contractor shall give all notices required by, and comply with all applicable laws, ordinances, and codes of the State of Florida and the County, and shall, at Contractor's own expense, secure and pay the fees and charges for all permits and licenses required for the performance of the contract work required by the provisions of this Contract.

F. Contractor's Liability for Damages and Financial Responsibility for Protection of Work

The Contractor shall be liable and responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence in connection with the prosecution of the work required by the provisions of this Contract, and the Contractor shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the County.

G. Public Liability Insurance

The Contractor will not commence work under this Contract until he/she/it has obtained all the insurance required by the County's Building Division in order that they can pull permits. The Contractor will procure and maintain during the life of the Contract(s), Workers' Compensation, Employers Liability, General Liability, and Automobile Liability in the amounts specified by the County's Risk Management Office.

H. Worker's Compensation

During its performance pursuant to the provisions of this Contract, the Contractor will subscribe to and comply with the Worker's Compensation laws of the State of Florida and pay such premiums as may be required by state law, and the Contractor will save the County and the Owner(s) harmless from any and all types of liability contemplated by said laws. The Contractor will furnish the county (at the time of the signing of this Contract and at such times as may otherwise be requested) with a copy of the official certificate or receipt showing the premium payment referred to above.

I. Contractor's Duty to Prevent Accidents

1. The Contractor will exercise proper precaution at all times for the protection of persons and property, and shall be responsible for all damages to persons or property, either on or off the work (project) site, which occur as result of the Contractor's prosecution of the work. The safety provisions of applicable laws and building and construction codes will be observed by the Contractor and the Contractor shall take or cause to be taken such additional safety and health measures as the County may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the Federal Occupational Safety and Health Act (OSHA) and more stringent state laws and local ordinances.
2. The Contractor will maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of work related to the Contractor. The Contractor shall promptly give notice to and furnish the County (pursuant to Paragraph B of this Contract) with reports concerning these matters, by 1st class mail, or certified mail.

J. Contractor's Indemnity Obligation to County and Owner

The Contractor shall indemnify and save harmless the County, its agents and employees, and the Owner(s) from liability for any injury or damages to persons or property resulting from the Contractor's prosecution of work pursuant to the provisions of this Contract.

K. Maintenance of Premises

The Contractor will keep the work premises of the Owner(s) (see the aforementioned attached "Bid Package" for location of premises) clean and orderly during the course of the work and remove all debris at the completion of said work. Materials, equipment, and supplies placed on site by the Contractor or his agents will be the responsibility of the Contractor. Any and all expenses incurred by reason of theft and damage will be borne by the Contractor.

L. Contractor's Guarantee of Work

All work performed by the Contractor pursuant to the provisions of this contract is hereby guaranteed by the Contractor to be free of defective workmanship, as per General Conditions and Specifications. Said guarantee shall be in force and effect for the period of twelve (12) months from the date of final acceptance

CASE #: RC24-SHIP-003

by the County for all work performed by the Contractor pursuant to the provisions of this Contract. The Contractor's obligation to perform the work and complete the project pursuant to the provisions of this Contract is absolute. Neither approval of any progress or final payment by the County nor any payment by the County to the Contractor, nor any act of acceptance by the County, nor any failure to do so, nor any correction of defective work by the County, shall constitute an acceptance of work not in accordance with the provisions of this Contract. The Contractor will, prior to payment for the Contractor's performance pursuant to the provisions of this Contract, provide the County with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished during the course of said performance, whereby said guarantees and warranties will be thereafter delivered by the County to the Owner(s).

M. Use of Owner's Utilities

REHABILITATION PROJECTS At the Owner's expense, and with the Owner's permission the Contractor may use and otherwise consume the necessary utilities (such as light, heat, power and water) found upon the work premises of the Owner(s); provided such use and consumption are directly related to the Contractor's performance pursuant to the provisions of this Contract.

REPLACEMENT PROJECT .Owner to request all power to be disconnected and terminated at the power pole. Contractor is to re-connect all utility services to the new dwelling, to include but not limited to; water, sewer/septic, and electric. The Contractor is responsible for all utility disconnection and connection fees and shall include the same within his/her proposal. Contractor is responsible for costs of electric, water, and sewer/septic during construction.

N. Owner's Cooperation with Contractor

During the Contractor's performance pursuant to the provisions of this Contract, the Owner(s) will cooperate with the Contractor to facilitate the performance of the work. The owner acknowledges that they have **ten calendar days** to move out of the property and that includes **removing and re-installation of all furniture, personal belongings, food, etc.** The Owner(s) will permit the Contractor the necessary right of complete and total access and free movement within and upon the work premises of the Owner(s). Owner acknowledges that any items left within areas covered by the scope of work after the move out period and not SPECIFICALLY noted in the scope of work to remain are to be considered as debris and may be disposed of at the contractors discretion.

O. Contractor's Duty to Comply with "Anti-Kickback Act"

The Contract will comply with all applicable regulations of the U. S. Secretary of Labor of the United States Department of Labor relating to the "Anti-Kickback Act" of June 13, 1934 (48 stat. 948; 62 stat. 862; and 18 U.S.C. § 874), and any amendments or modifications thereof. Also, the Contractor will cause appropriate provisions to be inserted in subcontracts and will insure compliance therewith by all subcontractors subject thereto, and said Contractor will be responsible for the submission of statement required of subcontractors hereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

P. Public Entity Crimes

The Contractor understands and acknowledges that this Agreement will be void in the event the conditions stated in Florida Statutes, Section 287.133, relating to a conviction for a public entity crime apply to the Contractor.

Q. Equal Employment Opportunity (Executive Order 11246). Statement of Assurance

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed (and employees are treated equally during employment) without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). If at all possible, the Contractor shall use personnel and/or subcontractors from the service/target area.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will cause the foregoing provisions (Paragraph Q-1 and Q-2) to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor; provided that the said foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1974 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1974 when Federal grant(s) is/are involved together with other applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

R. Right of Inspection by County

The County shall have the right to inspect the work done pursuant to the provisions of this Contract at all times (including the time of completion).

S. Contractor's Time for Completion

The work which the Contractor is required to perform pursuant to this Contract shall be commenced by the Contractor within **ten (10) days** after the issuance by the Owner(s) of a Notice to Proceed. Said work shall be fully completed within **180 consecutive** days following such commencement. Time is of the essence for the completion of said work after the issuance of the aforesaid "Notice to Proceed". In the event the Contractor fails to satisfactorily complete all work within the completion time set forth above, the sum of **\$50.00** a day shall be deducted from the contract price by the Owner(s) as liquidated damages for each calendar day elapsing beyond specified amount to compensate for the hardship and expense caused by this delay, unless a written authorization for extension of time has been obtained by the Owner(s) and Polk County Housing Section. In the event such failure directly causes the incurring of additional housing relocation expenses to Polk County as may be incurred where the "Owner(s)" (including **1** family members) has been temporarily relocated during the course of the Contractor's performance pursuant to this Contract, Polk County has the authority to adjust (dollar for dollar) its otherwise agreed upon payment (See Paragraph C of this Contract) to the Contractor. The provisions of the preceding sentence are to be construed as an "additional remedy" and not as a limiting remedy, limiting course of action, or limitation of rights otherwise available to Polk County as a result of the inappropriate or non-performance of the Contractor as required pursuant to the provisions of this Contract.

T. County's Right to Terminate or Abandon the Work (Project)

1. If the Contractor is adjudged as bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if it repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if it repeatedly fails to make prompt payment to subcontractors or for labor, materials or equipment, or it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority of the County's housing official, agent or employee, or it otherwise violates any provisions of this Contract, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice (notice to the Contractor being in compliance with Paragraph C of this Contract), terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the said work by whatever method the County may deem expedient. In such cases the Contractor shall not be entitled to receive any payment under the provisions of this Contract until said work is finished. If the unpaid balance otherwise due the Contractor of the contract price exceeds the direct and indirect costs borne by the County in completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the County. Such costs incurred by the County will be determined by the County and incorporated in a Change Order or other applicable document.
2. Where the Contractor's services have been terminated by the County pursuant to the provisions of Paragraph T-1 above, said termination shall not affect any right of the Owner(s) against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.
3. Upon the delivery of written notice to the Contractor (pursuant to Paragraph B of this Contract), the County may without cause or penalty whatsoever and without prejudice to any other right or remedy, elect to abandon the project and immediately terminate this Contract. In such case, unless in dispute, the Contractor shall be paid for all work executed and expenses incurred through the termination date contained within the written notice.

U. Accessibility of Records

Polk County, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audit, examination, excerpts, and transcriptions. The Contractor is required to maintain all required records for three (3) years after Polk County has made final payments and all pending matters are closed.

V. Right to Suspend or Debar.

Contractor acknowledges that Polk County Housing and Neighborhood Development Office (HND) has the right to suspend, debar, and/or keep contractors from bidding on additional jobs for periods of time to be determined by HND for reasons to include:

1. Non-performance of work items.
2. Work not being performed in a timely manner.
3. Non-compliance with contractual obligations.
4. Exceptional number of homeowner complaints.
5. Non-payment to subcontractors, material or equipment suppliers.
6. Poor workmanship which is documented by County.

[Signature appear on the following page]

IN WITNESS WHEREOF, the Owner(s) and Contractor have executed this Contract as of the day and year first written.

OWNER:

Betty S. Frey
Betty S. Frey

OWNER:

N/A

ATTEST:

Jennifer Morris
Witness

JENNIFER MORRIS

Print Name of Witness
Witness Address: Housing & Neighborhood Development
1290 Golfview Avenue P.O. Box 9005
Drawer HS04 Bartow, FL 33831-9005

Witness

Print Name of Witness
Witness Address: Housing & Neighborhood Development
1290 Golfview Avenue 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 physical presence or online notarization this 20 day of May, 2025. By Betty S. Frey who is personally know to me or has produced FLDL as identification.

(AFFIX NOTARY SEAL)



Helen R. Sorhaindo

Notary Public
Print Name HELEN R. SORHAINDO
My Commission Expires 04/26/2026

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means physical presence or online notarization this 20 day of May, 2025. By N/A who is personally know to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires _____

CONTRACTOR:

Gordon Moore
Gordon Moore President
Gordon Moore & Associates LLC

Jennifer Morris
Witness

JENNIFER MORRIS

Print Name of Witness
Witness Address: Housing & Neighborhood Development
1290 Golfview Avenue P.O. Box 9005
Drawer HS04 Bartow, FL 33831-9005

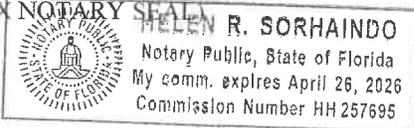
Witness

Print Name of Witness
Witness Address: Housing & Neighborhood Development
1290 Golfview Avenue 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 physical presence or online notarization this 20 day of May, 2025. By Gordon Moore as President (title of officer), of Gordon Moore & Associates LLC (entity name), on behalf of the company, who is personally know to me or has produced FLDL as identification.

(AFFIX NOTARY SEAL)



Helen R. Sorhaindo

Notary Public
Print Name HELEN R. SORHAINDO
My Commission Expires 04/26/2026

22) CHANGE ORDERS AND CONTRACT TIME EXTENSIONS

- a) No change orders or time extensions will be considered without proper back-up documentation.
- b) This includes, but is not limited to, invoices from suppliers or subcontractors indicating additional expenses to be incurred, estimated material and labor cost breakdown and an explanation as to why this change occurred or was not anticipated after thorough examination of the building site and all the bid documents.

*****Change work orders MUST HAVE HND approval in writing prior to any changes.*****

23) LEGAL NOTICES AND REQUIRED POSTINGS:

- a) **REQUIRED:** The following posters, notices, and other items are required to be posted and maintained by the Contractor in one area on the job site in plain view:
 - i. Equal Employment Opportunity Poster
 - ii. Notice of Commencement
 - iii. Copy of the Technical Specifications and Plans (Drawings) (if any)
 - iv. Primary Contractor (address and phone numbers)
 - v. Permits
 - vi. Key (in secure location) to jobsite for inspector access
- b. **RECOMMENDED:**
 - i. **NO TRESSPASSING SIGNS** as per FL STATUTE 810.09 posted on jobsite
NOTE: Polk County will not be responsible for any thefts or damage incurred on the projects.

The undersigned Contractor hereby represents that he/she/they have/ has carefully examined the documents as supplied by HND within the complete bid package and will execute the Contract and perform all of its work, covenants, specifications and standards.

Gordon Moore & Assoc.

Name of Bidder, Corp., Firm or Individual

3/14/2025

Date

[Signature]
Contractor's Signature & Title

4324 Melbrooke Ct Lakeland FL 33811

Business Address

86-3222623

F.E.I.N. or S.S.#

863-1214-4140

Phone Number

**1344/1425/CEDAR FLOORPLANS
PROJECT SCOPE OF WORK AND SPECIFICATIONS**

CASE #: RC24-SHIP-003

Owner: Betty S. Frey

PRE-POWER: Contractor must have electricity permanently connected to the home following a pre-power inspection by the local building division prior to scheduling a punch list inspection with HND.

WELL SYSTEM: **Not Applicable**

INCLUDE Decommission of existing well in bids. Contractor shall provide the following to HND:

- **Standard Well Systems:** Well Completion Report on new well and De-commission Report of existing well. Base all bids on a new well drilled to a 250' foot depth and a cost analysis per lineal foot beyond 250' feet. Provide copy of water sample analysis report to HND.
- **Delineated Well (EDB) Systems:** Well Completion Report on new well & De-commission Report of existing well. Water Sample Analysis Report. Base all bids on a new well drilled to a 350' foot depth and a cost analysis per lineal foot beyond 350' feet. Provide copy of water sample analysis report to HND.
- Regarding State of Florida issued refunds on Delineated Wells, submit a copy of the paperwork and well cost reports to the Homeowner and HND. **NOTE:** ANY AVAILABLE LEGISLATIVE REFUND ON AN EDB WELL SHALL REMIT BACK TO THE HOMEOWNER.

SEPTIC TANK SYSTEM - **REQUIRED** PERMIT #: **TBD. See Notes.**

Reference permit included in bid package. Contractor shall meet all requirements of the Health Department to include but not limited to pumping, crushing and filling existing tanks & drain field. All areas disturbed during installation shall be graded and sodded with Bahia grass. Additional expenses for installation of sod for septic systems shall be included in bid submittals.

Additional Sod Allowance: 2000 sq ft

FIRE EXTINGUISHERS: Supply and install one (1) 2.5lb residential class fire extinguisher mounted under kitchen sink. 2-A:10- B:C rated. Homeowner quality and does not require certification.

FINAL CLEAN: The Contractor shall clean the house and site prior to the punch list inspection. All flooring, doors, windows, cabinets, wood trim, plumbing fixtures, electrical fixtures, walkways, driveways, porches, etc. shall be cleaned and ready for occupancy. Extra paint cans/buckets shall be neatly stacked in laundry for homeowners use. Yards shall be free of all nails and debris, construction equipment, and left-over building materials.

CERTIFICATE OF OCCUPANCY (C/O): Contractor shall furnish HND a copy of the C/O prior to owner occupancy and submitting a final draw request.

WARRANTY: Contractor shall provide at minimum 1 year warranty and provide HND and the client with a warranty certificate. Contractor shall also provide supplemental manufacturer warranty documentation for items such as, but not limited to roofing materials, HVAC, appliances, water heater, etc. All warranty documentation shall be provided to rehab specialist at time of final punch.

RELEASE OF LIENS: Contractor to supply partial and full release of liens throughout the construction process as stated in the draw schedule. Missing or incomplete liens will delay payment.

I acknowledge that I have read and understand the above specifications. I have included all specifications and plan requirements as noted in Bid Documents in the attached bid.



Signature

3/14/2025
Date

Gordon Moore
Printed Name

Gordon Moore & ASSOC.
Company Name

**1344/1425/CEDAR FLOORPLANS
PROJECT SCOPE OF WORK AND SPECIFICATIONS**

CASE #: RC24-SHIP-003

Owner: Betty S. Frey

PROJECT SPECIFIC NOTES

1. Original mobile home burned down. Include completely clearing the lot of all debris in bid proposals.
2. Due to limitations caused by the lot conditions, a pump-out of the existing septic system was unable to be done. The contractor will be responsible for informing myself once the lot is clear so that I can schedule a pump-out, and ultimately, a septic permit.
3. FFE 12" Above the crown of road. Finished floor elevation may require field adjustment. Please contact HND to coordinate a site visit at footer stage.
4. Remove/trim trees according to the existing site drawing. Include Removal of stumps.
5. Install new driveway/parking pad according to proposed site drawing.
6. This project is not in a flood zone pursuant to GIS viewer.
7. Reminder to Polk County Housing and Neighborhood Development Affordable Housing (low-income) on the permit application. HND will supply contractor with the client's application approval at award of bid.
8. Property has no power. Contractor will need to have a T-pole on site. Contact Lakeland Electric for service.
9. Include installation of a new perimeter fence with gate in bid proposals.

I acknowledge that I have read and understand the above project specific notes and specifications. I have included all project specific notes, specifications and plan requirements as noted in Bid Documents in the attached bid.


Signature

3/14/2025
Date

Gordon Moore
Printed Name

Gordon Moore & Assoc.
Company Name

Case# RC24-SHIP-003

Owner: Betty S. Frey

LEAD-BASE PAINT HAZARDS

ALL CONTRACTORS BIDDING OR WORKING ON PROJECTS OF POLK COUNTY HOUSING AND NEIGHBORHOOD DEVELOPMENT PROJECTS BUILT ON OR BEFORE DECEMBER 31, 1977. MUST BE IN FULL COMPLIANCE WITH ALL REQUIREMENTS OF THE:

- U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)
- U.S. HOUSING AND URBAN DEVELOPMENT (HUD)
- U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

THE RULE IS EFFECTIVE APRIL 22, 2010:

- TRAINING PROVIDERS MUST BE ACCREDITED
- RENOVATION FIRMS MUST BE CERTIFIED
- RENOVATORS AND DUST SAMPLING TECHNICIANS MUST BE TRAINED AND CERTIFIED
- NON-CERTIFIED WORKERS MUST WORK UNDER AND BE TRAINED ON-THE-JOB BY A CERTIFIED RENOVATOR
- WORK PRACTICES MUST BE FOLLOWED FOR WORK COVERED BY THE RULE
- RENOVATORS MUST EDUCATE OWNERS/OCCUPANTS.

YOUR FIRM MUST BE CERTIFIED TO ADDRESS LEAD-BASED PAINT HAZARDS CREATED BY RENOVATION, REPAIR AND PAINTING ACTIVITIES THAT DISTURB LEAD-BASED PAINT. A COPY OF YOUR CERTIFICATION MUST BE ON FILE IN THIS OFFICE

Gordon Moore & Assoc.
Name of Bidder, Corp., Firm or Individual

3/14/2025
DATE

[Signature]
Contractor's Signature & Title

4324 Melbrooke Ct Lakeland FL 33811
Business Address

86-3222623
F.E.I.N. or S.S.#

863-614-4140
Phone Number

THIS NOTICE MUST BE SIGNED BY CONTRACTOR/ BIDDER AND SUBMITTED WITH BID

Polk County Board of County Commissioners
Housing and Neighborhood Development Division
CONSTRUCTION OFFICE
1290 GOLFVIEW AVENUE, SUITE 135
BARTOW, FL. 33830

Contractor Verification

As a bidding vendor, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid.

Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed debarment, declared ineligible, or voluntarily excluded for participation in this transaction by any federal department or agency.


Contractor's Signature & Title

Gordon Moore & Assoc.
Name of Bidder, Corp., Firm or Individual

4324 Melbrooke Ct Lakeland
FL 33811
Business Address

3/14/2025
Date

86-3222623
F.E.I.N. or S.S.#

863-614-4140
Phone Number

THIS NOTICE MUST BE SIGNED BY CONTRACTOR/ BIDDER AND SUBMITTED WITH BID

Polk County Board of County Commissioners
Housing and Neighborhood Development Division
CONSTRUCTION OFFICE
1290 GOLFOVIEW AVENUE, PO Box 9005 Drawer HS04
BARTOW, FL. 33831

BID PROPOSAL

POLK COUNTY HOUSING AND NEIGHBORHOOD DEVELOPMENT HOUSING REPLACEMENT PROGRAMS

This BID PROPOSAL made this 14th day of March, 20 25 by Gordon Moore & Associates. Hereinafter referred to as "Contractor", To Betty S. Frey Hereinafter referred to as "Owner", at project site address: 2348 W. Patterson Street, Lakeland, FL 33815 Phone: 863-800-2149

WITNESS TO:

1) Contractor hereby offers to furnish all labor, supervision, materials, tools, equipment and perform all work necessary for the construction or rehabilitation at the above-described project address, all as required by and in strict accordance with the Contract Documents, Schedules, Drawings, Specifications, and with all addenda.

Bid Amount LEGIBLY written out and numerical -

\$ One hundred eighty-two thousand 00/100 (\$182,000.00)

IF APPLICABLE: WELL COST ANALYSIS PER LINEAL FOOT BEYOND SPECIFIED DEPTH \$ N/A Per lineal foot.

- 2) Contractor agrees that this bid proposal shall remain open for acceptance by the Owner for a period of thirty (30) days from the date of public bid opening.
- 3) HND shall issue to the Contractor a written Notice to Proceed based upon long lead item material deliveries. Upon issuance of the written Notice to Proceed, Contractor agrees to commence work within **ten (10) calendar days** and will satisfactorily complete **all** work within **one hundred-eighty (180) calendar days on replacement projects.**
- 4) Before commencing work, the Contractor and each of his subcontractors shall furnish HND Rehabilitation Unit with evidence showing that the following insurance is in force and will cover all operations under the Contract:
 - a) Contractor will not commence work under this Contract until he/she/it has obtained all the insurance!as required by the attached Insurance Requirements document. The Contractor will procure and maintain during the life of the Contract(s), Workers' Compensation, Employers Liability, General Liability, and Automobile Liability in the amounts specified by the County's Risk Management Office.

Case# RC24-SHIP-003

Owner: Betty S. Frey

BID PROPOSAL

POLK COUNTY HOUSING AND NEIGHBORHOOD DEVELOPMENT HOUSING REPLACEMENT PROGRAMS

5) The undersigned Contractor hereby represents that he/she/they have/ has visited and examined the work site, and has carefully examined the documents as supplied by HND within the complete bid! package and will execute the Contract and perform all of its work, covenants, specifications and! standards.!By signing this bid proposal, the undersigned affirms that said bid proposal is made! without any understanding, agreement, or connection with any other person, firm, or corporation! providing a bid proposal for the same purpose and that this bid proposal, is in all respects, fair and! without collusion or fraud. The undersigned understands that this bid proposal must be signed in! blue ink and that an unsigned bid proposal will be considered incomplete and subject to rejection! by Polk County.

Gordon Moore & Assoc.
Name of Bidder, Corp., Firm or Individual

3/14/2025
Date

[Signature]
Contractor's Signature & Title

4324 Melbrooke Ct Lakeland FL 33811
Business Address

810-3922623
F.E.I.N. or S.S.#

813-1214-4140
Phone Number

SUBMIT BIDS TO:

Polk County Board of County Commissioners
Housing and Neighborhood Development
Division: CONSTRUCTION OFFICE
1290 GOLFVIEW AVENUE, PO Box 9005 Drawer HS04
BARTOW, FL. 33831

OWNER BID ACCEPTANCE

Betty S. Frey
Homeowner's Signature

4/1/2025
Date

Homeowner's Signature

[Signature]
County-Authorized Representative

County-Authorized Representative

The undersigned acknowledges and agrees that:

1. Contractor agrees to comply with HND Policy & Procedures, Bidder Manual, and Contractual Agreement between the Homeowner and the Contractor;
2. Contractor agrees to comply with local, state, and federal regulations to include, but not limited to: Polk County Ordinances, Florida Statutes, Florida Department of State, Workers Compensation Insurance and or Exemptions, OSHA, and Insurance requirements;
3. Contractor agrees to not begin work on a job site until the Contract Documents have been signed and the Notice to Proceed has been issued by HND;
4. Contractor agrees construction must begin within 5 days of the Notice to Proceed;
5. Contractor will not commence work under this Contract until he/she has obtained all the insurance and licensing required by the County's Building Division, and pursuant to local, state, federal regulations;
6. Contractor must satisfactorily complete all work within the specified contract timeline after the issuance of the Notice to Proceed;
7. Contractor agrees no Subcontractor will be allowed to perform any work on the project unless they are specifically named on the Subcontractors List provided by the Contractor to HND. Any changes in sub-contractors shall be provided in writing to HND within 48 hours of such change to include, but not limited to, licensing & insurance;
8. Contractor will be responsible for all damages to person or property that occur as a result of his/her fault or negligence in connection with the execution of the work;
9. Contractor is aware all materials and workmanship will be subject to inspection, examination, or test by HND at any and all times during manufacture or construction and any and all places where such manufacture or construction is carried on;
10. Contractor is aware if HND deems it not expedient to require the Contractor to correct work not done in accordance with the Contract documents, an equitable deduction from the Contract price will apply;
11. Contractor is aware HND has the right to suspend, deter or ban the Contractor from bidding on other contracts as a result of such termination, abandonment or other reasons to include, but not limited to:
 - a. Engaging in unlicensed or fraudulent activity;
 - b. Excessive Owner Complaints;
 - c. Producing sub-standard work below professional recognized standards;
 - d. Recurring delays in completion of jobs; and
 - e. Numerous withdrawals of bids.

Signature

Title

Printed

Date

Witness Signature

Witness Printed Name

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of March, 2025, by Gordon Moore as owner (title of officer) of GMA (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

(AFFIX ANTI-FORGERY SEAL)



OONA LEIGH MOORE
Notary Public
State of Florida
Comm# HH325420
Expires 10/24/2026

Notary Public

Print Name

My Commission Expires

Received by HND staff and date

Updated

PLAN ACKNOWLEDGEMENT

NAME: Betty S. Frey

ADDRESS: 2348 W. Patterson Street. Lakeland, FL 33815

CASE #: RC24-SHIP-003

DATE: 11/20/2024

I HAVE ACCEPTED PLAN 3/2 NO: 1425 LH

I UNDERSTAND THAT I HAVE ACCEPTED THE ABOVE HOUSE PLAN AND THAT THERE CAN BE NO CHANGES TO THE PLANS AND SPECIFICATIONS.

IF I DESIRE TO MAKE ANY CHANGES, THEY CANNOT TAKE PLACE UNTIL THE PROJECT IS FINALLED OUT BY THE HOUSING AND NEIGHBORHOOD DEVELOPMENT DIVISION AND THAT SUCH CHANGES WOULD HAVE TO BE DONE AT MY SOLE EXPENSE.

I AUTHORIZE THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS HOUSING AND NEIGHBORHOOD DEVELOPMENT DIVISION TO USE IMAGES OF MY RESIDENCE (OLD AND NEW) FOR PUBLIC PRESENTATIONS OF VARIOUS TYPES. MY NAME AND ADDRESS WILL NOT BE DISCLOSED.

Betty Frey

11/20/2024
DATE

DATE

[Signature]

WITNESS

11/20/2024
DATE

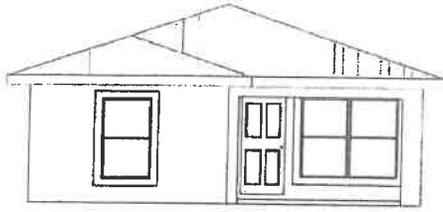
WITNESS

DATE

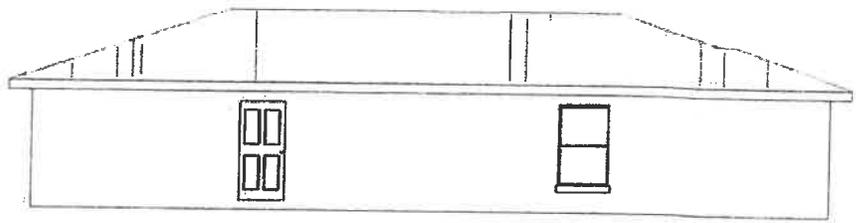
POLK COUNTY HND 3 BEDROOM 2 BATHROOM FLOORPLAN #1425 RH

CLIENT: Betty S. Frey

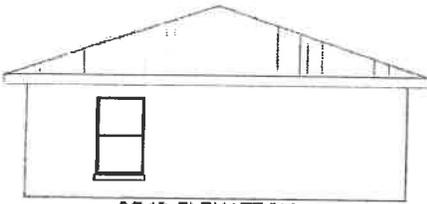
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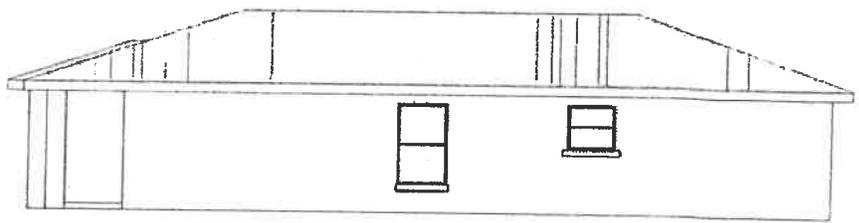
FRONT ELEVATION



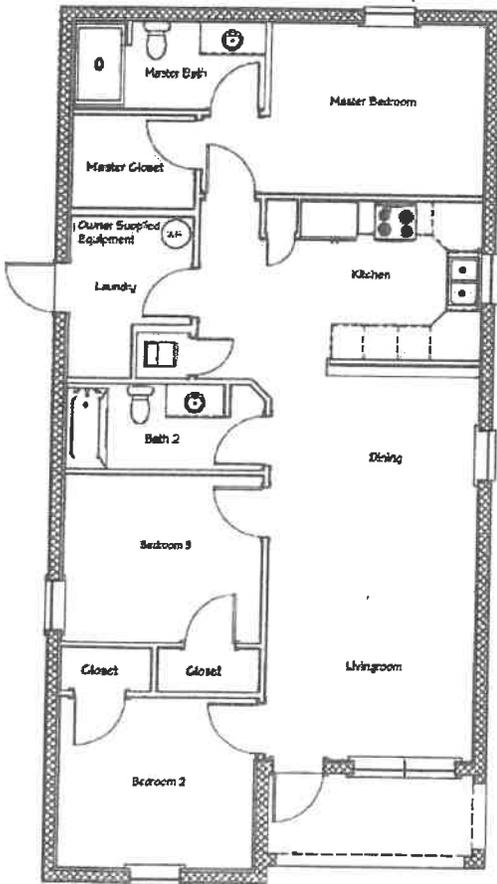
LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



1425 SQ' RIGHTHAND

APPROVED BY: Betty Frey

DATE: 11-20-2024

APPROVED BY: _____

DATE: _____



Polk County
Board of County Commissioners

Agenda Item R.31.

9/16/2025

SUBJECT

Authorize the County Attorney or his designee to file a complaint against all necessary parties to foreclose County Code Enforcement liens encumbering properties within Polk County owned by Salvador Lopez, Sr. a/k/a Salvador Lopez, and the County Manager to designate appropriate staff to represent the County in all related proceedings..

DESCRIPTION

The Code Enforcement Division has requested the County Attorney seek approval to file a complaint to foreclose all County Code Enforcement liens which encumber properties within Polk County that are owned by Salvador Lopez, Sr. a/k/a Salvador Lopez. The liens secure payment of fines and costs which Mr. Salvador Lopez has incurred from code violations for irreversible and irreparable harm caused by holding events on his properties without required permits and approvals. The County has previously sought an injunction against Mr. Lopez to prohibit him from hosting special events on his properties without the required permits. More recently, in August 2025, Mr. Lopez was found in contempt of court for violating the Permanent Prohibitory Injunction dated February 21, 2022.

RECOMMENDATION

Authorize the County Attorney or his designee to file a complaint against all necessary parties to foreclose County Code Enforcement liens encumbering properties within Polk County owned by Salvador Lopez, Sr. a/k/a Salvador Lopez, and the County Manager to designate appropriate staff to represent the County in all related proceedings. These authorizations include representing the County in court proceedings and any associated mediation, settlement, or other dispute resolution process.

FISCAL IMPACT

Funding to pay all associated fees and costs is available in the General Fund.

CONTACT INFORMATION

Breezi K. Hicks
Assistant County Attorney
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