



Polk County Board of County Commissioners

Meeting Agenda - Final-revised

October 01, 2024 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. (BILL BRASWELL, CHAIR)

INVOCATION

Dr. William DeHart, Chaplain, Polk County Fire Rescue

PLEDGE OF ALLEGIANCE (BILL BRASWELL, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

B. CEREMONIAL PROCLAMATIONS

B.1. Domestic Violence Awareness Month Proclamation

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

C.1. Ms. Fawn Spacke - Discuss Land Use Section 222 (Livestock/Fowl)

C.2. Comments.

D. APPROVE CONSENT AGENDAS

D.1. Approve Consent Agenda.

ELOISE COMMUNITY REDEVELOPMENT AGENCY

D.2. Approve Eloise CRA Consent Agenda.

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

E.1. Disbursements.

E.2. Minutes of Regular Board meeting held on September 17, 2024, and Budget Public Hearings held on September 9, 2024, and September 16, 2024.

F. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

G. COUNTY ATTORNEY (RANDY MINK)

H. COUNTY MANAGER (BILL BEASLEY)

H.1. Approve an Interlocal Agreement with the City of Auburndale for Tourist Development Tax Funding for improvements to the Lake Myrtle Sports Complex and Auburndale Softball Complex. (\$26,901,740 estimated expense over 23 years)

H.2. Approve Standard Grant Agreement No. QG010 between Polk County and State of Florida Department of Environmental Protection (FDEP) to fund the Wilson Ranch Reserve Hydrological Restoration Project. (one-time revenue \$7,500,000)

I. COMMISSIONER DISTRICT 1 (GEORGE LINDSEY)

I.1. Commissioner Lindsey Comments.

J. COMMISSIONER DISTRICT 2 (RICK WILSON)

J.1. Reappoint Eric Hinshaw as a Member (Seat 4) of the Industrial Development Authority, for the three-year term, November 7, 2024 through November 6, 2027.

J.2. Commissioner Wilson Comments.

K. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

K.1. Commissioner Santiago Comments.

L. COMMISSIONER DISTRICT 5 (NEIL COMBEE)

L.1. Commissioner Combee Comments.

M. COMMISSIONER DISTRICT 3 (BILL BRASWELL, CHAIR)

M.1. Chair Braswell Comments.

N. LAY BOARD APPOINTMENTS

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

* County Attorney opening comments

- O.1. Public Hearing (LDCPAL 2024-3 CR 640 Industrial Park CPA) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Map Amendment on 380 +/- acres to change the Future Land Use from Phosphate Mining (PM) to Industrial (IND). (No Fiscal Impact)
- O.2. Public Hearing (LDCT-2024-14 TCX Full-Service Car Wash Text Amendment) (Adoption Hearing) to modify Table 4.8, Use Table for US 27 Selected Area Plan. (No Fiscal Impact).

P. PUBLIC HEARINGS

- P.1. Public Hearing to consider approval of an Ordinance limiting code enforcement and/or building division action for certain Construction on property in unrecorded subdivisions.
- P.2. Approve a Resolution identifying unrecorded subdivisions where the Board of County Commissioners desires to limit code enforcement and/or building division action for certain Construction.

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 2203.
- R. COUNTY MANAGER
- R. ECONOMIC DEVELOPMENT
- R. TOURISM/SPORTS MARKETING
- R. OFFICE OF PLANNING & DEVELOPMENT

- R.2. SET HEARING: (LDGPAS-2024-6 Copalas Market CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 1.58 +/- acres of a total of 4.22 +/- acre parent parcel from Leisure/Recreation (LR) to Linear Commercial Corridor (LCC) in the Urban Growth Area (UGA). The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.
- R.3. SET HEARING: (LDGPAS-2024-11 US 98 Ft. Meade ARR CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 40.59 +/- acres from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) in the Rural Development Area (RDA). The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.
- R.4. SET HEARING: (LDGPAS-2024-12 Hall Communications IND CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 49.10 +/- acres from Phosphate Mining (PM) to Industrial (IND) in the Rural Development Area (RDA) and Urban Growth Area (UGA). The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.
- R.5. SET HEARING: (LDGPAS-2024-13 5955 South Florida Avenue South CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 11.8 +/- acres from Business-Park Center (BPC) to Institutional (INST) in the Transit Supportive Suburban Development Area (TSDA). The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.
- R.6. SET HEARING: (LDGPAS-2024-14 Peace River ROS CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 11.67 +/- acres from Agricultural/Residential Rural (A/RR) & Linear Commercial Corridor (LCC) to Recreation/Open Space (ROS) at the Bartow Peace River Landing in the Rural Development Area (RDA). The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.
- R.7. SET HEARING: (LDGPAS-2024-17 Homeland Park CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 5.71 +/- acres from Rural Cluster Center (RCC) to Leisure/Recreation (L/R) at the Homeland Heritage Park. The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.
- R.8. SET HEARING: (LDGPAS-2024-18 Crystal Lake CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 2.32 +/- acres from Residential Low (RL) to Recreation/Open Space (ROS) at the Crystal Lake Park. The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.
- R.9. Approve the release of a cash surety in the amount of \$2,665.30 for Davenport Carwash. (No fiscal impact)

- R.10. Approve the release of a cash surety in the amount of \$2,136.20 for The Retreat Orlando. (No fiscal impact)
- R. BUILDING
- R. DEPUTY COUNTY MANAGER
- R. BUDGET & MANAGEMENT SERVICES
- R.11. Approve the First Amendment to the American Rescue Plan Fund Agreement with Heart for Winter Haven. (No Fiscal Impact)
- R. PROCUREMENT
- R. COMMUNICATIONS
- R.12. Red Ribbon Month Proclamation
- R.13. Safe Sleep Awareness Month Proclamation
- R. COOPERATIVE EXTENSION SERVICES
- R. HEALTH & HUMAN SERVICES
- R.14. Approve 2022 HOME Community Housing Development Organization (CHDO) Funds for single family, new construction located in Haines City, FL. (\$236,302.00 one-time expense).
- R.15. Approve 2021 HOME Community Housing Development Organization (CHDO) funds for single family, new construction located in Haines City, FL. (\$235,000 one-time expense).
- R.16. Approve State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program Homeowner Assistance Agreement and Grant Agreement for property located in Winter Haven, FL., for Case #RC23-SHIP-017. (\$213,940.54 one-time expense).
- R.17. Approve State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program Homeowner Assistance Agreement and Grant Agreement for property located in Bartow, FL. for Case# RC23-SHIP-009. (\$210,140.30 one-time expense).
- R. EQUITY & HUMAN RESOURCES
- R.18. Approve the Collective Bargaining Agreement (CBA) between Polk County and the International Association of Emergency Medical Technicians (EMT's) and Paramedics Local 917 R-5 SEIU/NAGE (IAEP)
- R. INFORMATION TECHNOLOGY

- R. CODE ENFORCEMENT
- R. COURT SERVICES
- R. RISK MANAGEMENT
- R. COMMUNITY HEALTH CARE
- R.19. Approve Polk HealthCare Plan Behavioral Health Services Agreement with Lakeland Regional Health Systems, Inc. and Lakeland Regional Medical Center, Inc. d/b/a Lakeland Regional Health (Lakeland Regional Health) for outpatient behavioral health services. (Transfer of existing appropriations to medical provider).
- R. FACILITIES MANAGEMENT
- R. FLEET MANAGEMENT
- R.20. Extension of MOU for Fleet Management with the City of Auburndale FY24/25 (one-time revenue and expense of \$698,999.52)
- R.21. Extension of MOU for Fleet Management with the City of Lake Wales FY24/25 (one-time revenue and expense of \$366,355.44)
- R. PARKS & NATURAL RESOURCES
- R. FIRE RESCUE
- R. EMERGENCY MANAGEMENT
- R. REAL ESTATE SERVICES
- R.22. Approve Right-of-Way Agreement between Kaz J. Nycz, and Polk County in conjunction with the County Road 557 Project, Parcels 126 A, B and C and 721. (\$1,533,300 one-time expense)
- R.23. Approve Right-of-Way Agreement between Patrick Henry Saussol and Rosemary Fox Saussol and Polk County in conjunction with the County Road 557 Project, Parcels 117 and 705. (\$425,384 one-time expense)
- R.24. Approve Right-of-Way Agreement between Jasmine Sarmiento, and Polk County in conjunction with the County Road 557 Project, Parcels 140,141 and 727. (\$275,000 one-time expense)
- R.25. Approve Right-of-Way Agreement between Leslie R. Mason and Carol R. Mason and Polk County in conjunction with the CR 542A (Galloway Road) at 10th Street Project, Parcel 106. (\$117,919 one-time expense)

- R.26. Approve Right-of-Way Agreement between Grace V. Malcolm and Polk County in conjunction with the CR 542A (Galloway Road) at 10th Street Project, Parcel 107. (\$79,883 one-time expense)
- R.27. Approve Agreements for Transfer of Public Roads between the Town of Lake Hamilton and Polk County for portions of Kokomo Road (County Road 546) and Water Tank Road and authorize County Deeds for the rights-of-way associated therewith. (No fiscal impact)
- R.28. Approve Agreements for Transfer of Public Roads between the City of Winter Haven and Polk County for portions of Lake Eloise Drive West and Shell Road and authorize County Deeds for the rights-of-way associated therewith. (No fiscal impact)
- R.29. Accept instruments for additional rights-of-way along K-Ville Avenue, Ewell Road, CR 653, Gandy Cemetery Road, and H.L. Smith Road as requested through the Development Review Process. (No fiscal impact)
- R.30. Accept Polk County Utilities Easements from Spirit Lake Storage LLC and Christian Heritage Baptist Church, Inc., as requested through the Development Review Process. (No fiscal impact)
- R. ROADS & DRAINAGE
- R.31. Adopt Resolution Setting Truck Restrictions on Kalogridis Road (near Haines City). (\$171.01 one-time expense)
- R. UTILITIES
- R. SOLID WASTE
- R.32. Approve a Non-Exclusive Commercial Franchise for FY2024-25 by Roggen Clyne Development. (No Fiscal Impact)
- R.33. Approve a Non-Exclusive Commercial Franchise for FY2024-25 by Waste Pro of Florida Inc. (No Fiscal Impact)
- R.34. Approve a Non-Exclusive Commercial Franchise for FY2024-25 by Republic Services of FL LP. (No Fiscal Impact)
- R.35. Approve a Non-Exclusive Commercial Franchise for FY2024-25 by JJ's Waste & Recycling LLC. (No Fiscal Impact)
- 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.36. SET PUBLIC HEARING to consider the adoption of an ordinance setting the yearly salary of Commissioners in accordance with Section 2.5 of the Polk County Charter. Suggested Hearing Date: November 5, 2024, at 9:00 a.m. or soon thereafter.
- R.37. SET PUBLIC HEARING to consider adoption of an Amended Assessment Resolution and Non-Ad Valorem Assessment Roll pursuant to Ord. 2022-029, as amended, the Polk County Local Provider Participation Fund Ordinance. (Suggested hearing date is October 15, 2024 at 9:00 a.m.)
- R.38. 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.39. Release of Lien related to an Affordable Housing Impact Fee Waiver for Jose Canales (No fiscal impact).
- R.40. Release of Lien related to an Affordable Housing Impact Fee Waiver for Delores Canty (No fiscal impact).
- R.41. Release of Lien related to an Affordable Housing Impact Fee Waiver for David Cruz (No fiscal impact).
- R.42. Release of Lien related to Workforce Housing Impact Fee Waiver for Samuel and Tara Loman (No fiscal impact).
- R.43. Release of Lien related to Workforce Housing Impact Fee Waiver for Angel P. Cantillano and Dorian Y. Cantillano (No fiscal impact).
- R.44. Release of Lien related to Workforce Housing Impact Fee Waiver for Tammie D. Cameron (No fiscal impact).
- R.45. Adopt resolution amending the Berkley Ridge Street Lighting Assessment Area by adding Berkley Ridge Phase 2 and Berkley Ridge Phase 3 into the Berkley Ridge Special Street Lighting Area.
- R.46. Adopt resolution amending the Timberidge Street Lighting Assessment Area
- R.47. Adopt resolution creating the Natures Reserve Street Lighting Assessment Area.
- R.48. Adopt resolution creating the Sunrise Landing Street Lighting Assessment Area

S. ELOISE COMMUNITY REDEVELOPMENT AGENCY

- S.1. Approve the Eloise CRA meeting minutes from August 20, 2024.
- S.2. Adopt resolution granting the County Manager authority to execute certain contracts on behalf of the Eloise Community Redevelopment Agency (CRA).
(No fiscal impact)

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 30, 2024 – 1:30 p.m. – Transportation Disadvantaged Local Coordinating Board (TD-LCB) meeting will be held in the County Commission Boardroom.
- Tuesday, October 1, 2024 – 12:00 p.m. – Duke Energy will hold a lunch and meet-and-greet at the Hines Energy Complex, 7700 County Road 555 South, Bartow.
- Tuesday, October 1, 2024 – 6:00 p.m. – Sidewalk Advisory Committee will meet in Room 413, Fourth Floor, Administration Building.
- Wednesday, October 2, 2024 – 8:50 a.m. – Planning Commission will conduct a work session, prior to its regularly scheduled meeting, in the County Commission Boardroom.
- Wednesday, October 2, 2024 – 9:00 a.m. – Planning Commission meeting will be held in the County Commission Boardroom.
- Thursday, October 3, 2024 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, Polk County Administration Building.
- Thursday, October 3, 2024 – 9:30 a.m. – Transportation Planning Organization (TPO) Technical Advisory Committee (TAC) will meet in Room 413, Fourth Floor, County Administration Building.
- Thursday, October 3, 2024 – 10:00 a.m. – I-4 Corridor Conference will be held at the Omni Orlando Resort at Championsgate, 1500 Masters Boulevard, Championsgate.
- Thursday, October 3, 2024 – 2:30 p.m. – Historical Commission and Marker Committee will meet in the County Commission Boardroom.
- Thursday, October 3, 2024 – 5:00 p.m. – Polk County Farm Bureau Political Candidate Forum & 82nd Annual Membership meeting will be held at the W.H. Stuart Center, 1710 US Highway 17 South, Bartow.
- Friday, October 4, 2024 – 9:30 a.m. – Bartow Sports Complex Ribbon Cutting, 850 Highway 555, Bartow.
- Friday, October 4, 2024 – 2:30 p.m. – Arts, Culture & Heritage (ACH) Guidelines Subcommittee will meet at the Florida United Methodist Foundation, 450 Martin Luther King Jr. Avenue, Lakeland.

- Saturday, October 5, 2024 – 9:00 a.m. – Community Relations Advisory Council (CRAC) Strategic Planning meeting will be held in Room 413, Fourth Floor, Polk County Administration Building.
- Wednesday, October 9, 2024 – 8:30 a.m. – Citrus Connection Board Meeting will be held at 1212 George Jenkins Boulevard, Lakeland.
- Wednesday, October 9, 2024 – 10:00 a.m. – Polk State College Haines City – Davenport Campus Groundbreaking will be held at 39816 US Highway 27, Davenport. (Nearest cross street is Olive Drive, 39816 US Highway 27)
- Wednesday, October 9, 2024 – 4:00 p.m. – Central Florida Development Council (CFDC) Board Meeting will be held at the CFDC Offices, 1725 Bartow Road, Lakeland.
- Thursday, October 10, 2024 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, Polk County Administration Building.
- Thursday, October 10, 2024 – 9:00 a.m. – Transportation Planning Organization (TPO) Board meeting will be held in the County Commission Boardroom.
- Thursday, October 10, 2024 – 12:00 p.m. – Bartow Adult Leadership Day – Lunch & Round Table Talk will be held in Room 413, Fourth Floor, Administration Building.
- Friday, October 11, 2024 – 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.



Polk County
Board of County Commissioners

Agenda Item B.1.

10/1/2024

SUBJECT

Domestic Violence Awareness Month Proclamation

DESCRIPTION

To proclaim October 2024 as Domestic Violence Awareness Month

RECOMMENDATION

Approve Proclamation

FISCAL IMPACT

N/A

CONTACT INFORMATION

Cynthia Goss

CynthiaGoss@polk-county.net <mailto:CynthiaGoss@polk-county.net>
863.534-5927

Proclamation

WHEREAS, In 2023, more than 2,609 domestic violence injunction cases were filed in Polk County, and

WHEREAS, Many resources are available to help domestic violence victims, including injunctions for protection (restraining orders). Protective injunctions force abusers, by law, to stop abuse or threats against domestic violence victims, prevent abusers from coming near or contacting victims, and make abusers leave the home or give temporary custody of children to the victim. Further, the penalty for an abuser that violates an injunction is arrest, and

WHEREAS, Injunctions are filed through the Clerk & Comptroller at no cost to the individual in need, and

WHEREAS, Those in need of protection are urged to contact the Polk County Clerk's office for guidance and help in processing injunction applications, and injunctions can be filed in person at the Bartow Courthouse; and

WHEREAS, Polk County joins with the Domestic Violence Task Force and Peace River Center Victim Services in supporting victims of domestic violence and increasing public awareness in Polk County, and
Therefore, the Polk County Board of County Commissioners hereby proclaim the month of October 2024 as:

Domestic Violence Awareness Month





Polk County
Board of County Commissioners

Agenda Item D.1.

10/1/2024

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.2.

10/1/2024

SUBJECT

Approve Eloise CRA Consent Agenda.

DESCRIPTION

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

RECOMMENDATION

Request Board approve the Eloise CRA Consent Agenda.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Tabitha Alpers
Budget & Management Services
TabithaAlpers@polk-county.net
(863)534-6026



Polk County
Board of County Commissioners

Agenda Item E.1.

10/1/2024

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	03162	thru	03212
In the Amount of	\$30,106.07		
# of Direct Deposits	2919		
In the Amount of	\$4,216,705.23		
Dated	September 20, 2024		
Wire and Electronic Fund Transfers	\$22,770,121.20		
Dated	September 17, 2024	thru	September 30, 2024
Invoice Checks Numbered	468427	thru	469248
Totaling	\$15,338,502.13		
Dated	September 17, 2024	thru	September 30, 2024

Request approval of minutes of Regular Board Meeting held on September 17, 2024 and Budget Public Hearings held on September 9, 2024, and September 16, 2024.



Polk County
Board of County Commissioners

Agenda Item E.2.

10/1/2024

SUBJECT

Minutes of Regular Board meeting held on September 17, 2024, and Budget Public Hearings held on September 9, 2024, and September 16, 2024.

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 (Budget)

Meeting Minutes - Draft

September 09, 2024 Public Hearing on FY 24/25 Budget

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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.

1st Hearing - Tentative FY24-25 Budget

CALL TO ORDER (Bill Braswell, Chair)

A. FINAL ASSESSMENT RESOLUTIONS AND NON-AD VALOREM ASSESSMENT ROLLS (Randy Mink, County Attorney)

A.1. Public Hearing to consider adoption of the Final Rate Resolution for the 2024-25 Street Lighting Assessments. (No fiscal impact)

Minutes: Assistant County Attorney Noah Milov discussed the Final Rate Resolution for the 2024-25 Street Lighting Assessments. He recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

A.2. Public Hearing to consider adoption of the Final Rate Resolution for the 2024-25 Skyview Utility Municipal Service Benefit Unit ("MSBU"). (No fiscal impact)

Minutes: Assistant County Attorney Noah Milov discussed the Final Rate Resolution for the 2024-25 Street Skyview Utility Municipal Service Benefit Unit ("MSBU").

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Martha Santiago

SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

- A.3. Public Hearing to consider adoption of the Final Rate Resolution for the 2024-25 Island Club West Utility Municipal Service Benefit Unit ("MSBU"). (\$67,105.70 estimated assessment revenue)

Minutes: Assistant County Attorney Noah Milov discussed the Final Rate Resolution for the 2024-25 Island Club West Utility Municipal Service Benefit Unit ("MSBU"). He recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Rick Wilson
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

- A.4. Public Hearing to consider adoption of the Final Rate Resolution for the 2024-25 East Bimini Bay Utility Municipal Service Benefit Unit ("MSBU"). (\$65,369.88 estimated assessment revenue)

Minutes: Assistant County Attorney Noah Milov discussed the Final Rate Resolution for the 2024-25 East Bimini Bay Utility Municipal Service Benefit Unit ("MSBU"). He recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Martha Santiago
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

- A.5. Public Hearing to consider adoption of the Final Rate Resolution for the 2024-25 Fire Services Non-Ad Valorem Assessments. (\$64,874,674.00 estimated assessment revenue)

Minutes: Assistant County Attorney Noah Milov discussed the Final Rate Resolution for the 2024-25 Fire Services Non-Ad Valorem Assessments. He recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

- A.6. Public Hearing to consider adoption of the Final Rate Resolution and Assessment Roll for the 2024-25 Nuisance Abatement Assessments.

Minutes: Assistant County Attorney Noah Milov reviewed the Final Rate Resolution and Assessment Roll for the 2024-25 Nuisance Abatement Assessments. He recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Rick Wilson
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

A.7. Public Hearing to consider adoption of the Residential Waste Program Services Final Assessment Resolution and Setting the Assessment Rate for Fiscal Year 2024-25.

Minutes: Assistant County Attorney Noah Milov reviewed the Residential Waste Program Services Final Assessment Resolution and Setting the Assessment Rate for Fiscal Year 2024-25. He recommended approval.

The Chair opened a public hearing.

Shannon King said for the collection it is an 80% increase this year. She said it is a 30% increase for the disposal. She asked if we are building a new dumping facility and she asked for the justification of the cost.

Chair Braswell said it is a 6% increase every year since the last time we raised it. He said there has not been an increase in seven years. He said he does not like the way we do that and we are not going to do it that way anymore.

The Chair closed the public hearing.

RESULT:	APPROVED
MOVER:	Martha Santiago
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

A.8. Public Hearing to consider adoption of the Final Assessment Resolution and Assessment Roll for the 2024-25 Excessive Bulk Waste Assessments

Minutes: Assistant County Attorney Noah Milov reviewed the Final Assessment Resolution and Assessment Roll for the 2024-25 Excessive Bulk Waste Assessments. He recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Martha Santiago

AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago
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A.9. Public Hearing to consider adoption of the Final Rate Resolution for the 2024-25 Central Inwood Street Lighting Municipal Service Benefit Unit ("MSBU"). (No fiscal impact)

Minutes: Assistant County Attorney Noah Milov discussed the Final Rate Resolution for the 2024-25 Central Inwood Street Lighting Municipal Service Benefit Unit ("MSBU"). He recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

A.10. Public Hearing to consider adoption of the Final Rate Resolution for the 2024-25 Southwest Inwood Street Lighting Municipal Service Benefit Unit ("MSBU"). (No fiscal impact)

Minutes: Assistant County Attorney Noah Milov discussed the Final Rate Resolution for the 2024-25 Southwest Inwood Street Lighting Municipal Service Benefit Unit ("MSBU"). He recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Martha Santiago
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

A.11. Request the Board designate Assistant County Attorney Noah Milov to certify the 2024-25 Final Assessment Rolls to the Tax Collector.

Minutes: Assistant County Attorney Noah Milov requested the Board designate Assistant County Attorney Noah Milov to certify the 2024-25 Final Assessment Rolls to the Tax Collector.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

B. PURPOSE OF PUBLIC HEARING

B.1. Discuss the purpose of Public Hearing for the FY 24/25 Budget - Randy Mink, County Attorney

Minutes: County Attorney Randy Mink discussed the purpose of the public hearings.

B.2. Budget Presentation - Bill Beasley, County Manager

Minutes: County Manager Bill Beasley said these past 12 months reflect unprecedented growth dynamics. He said coupled with labor shortages and inflationary impacts there continues to be a strain being placed upon local governments throughout the state including Polk County. He said Polk County continues to be a stabilizing factor in providing core services to the businesses and citizens. He thanked staff, the Constitutional Offices, the State Court System, and the Medical Examiner's office. He said all of these entities have worked for the last six months helping to prepare their portions of the budget. He thanked the citizens who have participated in helping to shape this budget. He said by participating on citizens' advisory committees, participating in public hearings, making phone calls, sending emails, or through other social media contacts; he said their voices have been heard. He said the proposed Fiscal Year (FY) budget totals \$2,984,670,147. He said this budget does reflect the 1% decrease in the current countywide general fund millage rate. He said this budget reflects receipt and distribution of federal and state funds associated with our Community Development Block Grant (CDBG), the Emergency Solutions Grant funds, the HOME/SHIP funds, the American Rescue Plan funds. He said this budget maintains the Board's commitment to public safety, public health, infrastructure, technology, tourism, and community support by way of adding critical positions and maintaining current priority programs and services. He said this budget will continue to make investments in technology upgrades. He stated this budget will maintain commitment to capital infrastructure to support public safety, public health, public water supplies, transportation capacity, intersection improvement projects, stormwater management, water quality improvement projects, and environmental stewardship. He said the budget reflects the voter approved .2 millage assigned to the 20-year Environmental Lands Management program. He said this budget continues to address quality of life issues. He said this budget reflects a continuation of a cost indexing of the current fire assessment fee. He said this budget will allocate \$60 million of one-time funds to address capital project needs directed towards public safety, transportation, recreation and related support facilities. He said this budget reflects an increase in the residential waste collection and disposal fees to reflect current pricing consistent with new collection contracts to begin in October 2024 with future adjustments to reflect a 5% indexing for the remaining contract term. He said this budget reflects an updated comprehensive utilities rate structure to address increases in demand for water, waste water, reclaimed water, and to address growing regulatory compliance for alternative water supply initiatives. He said this budget invests in our employees by way of a 4% phased salary increase beginning in October. He said there will be no increase to the health insurance premiums for the third consecutive year.

Budget and Management Director Christia Johnson showed slides and said the total proposed budget is \$2.985 billion, the general funds is \$653.4 million, and there is a 11.39% property value increase. She said this budget is built around growth. She discussed the 1% decrease to the county-wide millage rate, the 5% index to the Fire Assessment, the Waste Collection Assessment increase to \$264.21 for collection and \$73 disposal fee. She said they are anticipating a 5% index over the next 5 years for waste collection, and a 6% index to water/waste water rates. She discussed the one-time funding projects. She reviewed a chart of the budgeted revenue from millage. She said the millage rate is lower than what was certified and does reflect the 1%

reduction to the general fund component of the county-wide millage rate. She gave a breakdown of the total proposed budget. She said the hospital assessment is between \$70-80 million. She reviewed the general fund operating budget revenue and expenses. She said there are 45 days of operating reserves and she said this is the policy maximum. She said that this is a result of fiscal stewardship, planning, and financial solvency. She gave an overview of the Five-Year CIP Budget of \$1,793,990,896. She discussed the staffing requests and said there will be a net position increase of 81 with the offset of staff from the closing of the ROHR Home. She said we are exceeding our peak positions from 2007/2008. She said the total budget is \$2,984,670,147.

Mr. Beasley said Polk County is changing and it is a direct reflection of the demands for services for a growing population. He discussed the growth dynamics. He thanked the Board for providing policy guidance, for allowing staff to think creatively and for having confidence in the staff to rise to the occasion during the unprecedented growth demands. He said the budget is a formal expression of our plans, goals and objectives of the upcoming year.

Ms. Johnson said \$74.5 million is in the local hospital provider program.

C. DISCUSS PROPOSED TENTATIVE MILLAGE RATES FOR FY 24/25 (Christia Johnson, Budget and Management Services Director)

C.1. Discuss the FY 24/25 Board of County Commissioners proposed tentative operating millage rate.

Minutes: Budget and Management Director Christia Johnson reviewed the proposed tentative operating millage rate and the tentative budget. She discussed the current year millage rate and said the proposed fiscal year 2024-2025 proposed tentative millage rate is 6.6348 and she said that is a difference of 0.3585 mills. She reviewed the rolled-back rates.

C.2. Discuss the FY 24/25 proposed tentative millage rate for Polk County Parks Municipal Services Taxing Unit (MSTU), Polk County Library MSTU, Polk County Stormwater MSTU, and Polk County Rancho Bonito MSTU.

Minutes: Budget and Management Director Christia Johnson discussed the fiscal year 2024-2025 proposed tentative millage rate of 0.5286 for Polk County Parks MSTU; the proposed tentative millage rate of 0.1985 for the Polk County Library MSTU; the proposed tentative millage rate of 0.0941 for the Polk County Stormwater MSTU. She said there are no difference in these rates from fiscal year 2023-2024. She said the proposed tentative millage rate for the Polk County Rancho Bonito MSTU is 9.1272; she said there is no difference from the current year. She said the total proposed tentative MSTU millage rate is 9.9484. She reviewed the rolled-back rates and the revenue for the millage rates.

D. DISCUSS PROPOSED TENTATIVE BUDGET FOR FY 24/25 (Christia Johnson, Budget and Management Services Director)

D.1. Discuss the FY 24/25 proposed tentative budget totaling \$2,984,670,147.

Minutes: Budget and Management Director Christia Johnson said the FY 24/25 proposed tentative budget totals \$2,984,670,147

- D.2. Discuss the FY 24/25 Polk County Parks MSTU proposed tentative budget totaling \$44,425,096, Polk County Library MSTU proposed tentative budget totaling \$10,177,281, Polk County Stormwater MSTU proposed tentative budget totaling \$12,881,579, and Polk County Rancho Bonito MSTU proposed tentative budget totaling \$55,387.

Minutes: Budget and Management Director Christia Johnson said that FY 24/25 Polk County Parks MSTU proposed tentative budget is totaling \$44,425,096 of which \$19,377,844 is from property tax; the Polk County Library MSTU proposed tentative budget is totaling \$10,177,281 of which \$7,276,773 is from property tax; the Polk County Stormwater MSTU proposed tentative budget is totaling \$12,881,579 of which \$3,449,594 is from property tax; and Polk County Rancho Bonito MSTU proposed tentative budget totaling \$55,387 of which \$8,952 is from property tax.

E. PUBLIC HEARING ON FY 24/25 PROPOSED TENTATIVE BUDGET AND MILLAGE RATES (Bill Braswell, Chair)

- E.1. Requests from the public to speak regarding the FY 24/25 Proposed Tentative Operating Budget and Millage Rates, which include the Parks MSTU, Library MSTU, Stormwater MSTU, and Rancho Bonito MSTU.

Minutes: The Chair opened a public hearing.

Michael Freitag said he received his notice of property tax form. He said this it is deceiving that it is not being discounted for the millage rates when it has in the past. He said there is over a 1,500% increase on his taxes.

Chair Braswell said Deputy County Manager Todd Bond can explain the tax bill to him.

Mr. Freitag said they moved here two years ago and they think everyone is doing a great job.

Chair Braswell said for seven years the garbage fee was not raised and that is why that jumped up so high.

Craig White said he received his tax notice and said it is a significant increase on what he was paying before. He said there are more expenses with more people and he asked if there is going to be more tax revenue with more people moving in.

Chair Braswell said building a house makes a big difference in your taxes. He said Mr. Bond will look over his tax bill.

The Chair closed the public hearing.

F. SET THE TENTATIVE MILLAGE RATES FOR FY 24/25 (Bill Braswell, Chair)

- F.1. Recommend Board adopt the resolution establishing the FY 24/25 tentative millage rate of 0.0941 mills for the Polk County Stormwater MSTU, which is a 7.1% increase over the rolled-back rate of 0.0879 mills.

Minutes: Budget and Management Director Christia Johnson discussed the resolution establishing the FY 24/25 tentative millage rate of 0.0941 mills for the Polk County Stormwater MSTU, which is a 7.1% increase over the rolled-back rate of 0.0879 mills. She recommended approval.

RESULT:	APPROVED
MOVER:	George Lindsey
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

- F.2. Recommend Board adopt the resolution establishing the FY 24/25 tentative operating millage rate of 6.6348 mills, which is a 5.7% increase over the rolled-back rate of 6.2763 mills; the tentative millage rate of 0.5286 mills for the Polk County Parks MSTU, which is a 7.0% increase over the rolled-back rate of 0.4940 mills; the tentative millage rate of 0.1985 mills for the Polk County Library MSTU, which is a 7.0% increase over the rolled-back rate of 0.1855 mills; and the tentative millage rate of 9.1272 mills for the Polk County Rancho Bonito MSTU, which is a 1.6% increase over the rolled-back rate of 8.9803 mills.

Minutes: Budget and Management Director Christia Johnson discussed the resolution establishing the FY 24/25 tentative operating millage rate of 6.6348 mills, which is a 5.7% increase over the rolled-back rate of 6.2763 mills; the tentative millage rate of 0.5286 mills for the Polk County Parks MSTU, which is a 7.0% increase over the rolled-back rate of 0.4940 mills; the tentative millage rate of 0.1985 mills for the Polk County Library MSTU, which is a 7.0% increase over the rolled-back rate of 0.1855 mills; and the tentative millage rate of 9.1272 mills for the Polk County Rancho Bonito MSTU, which is a 1.6% increase over the rolled-back rate of 8.9803 mills.

RESULT:	APPROVED
MOVER:	Rick Wilson
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

G. SET THE TENTATIVE BUDGET FOR FY 24/25 (Bill Braswell, Chair)

- G.1. Recommend Board adopt the resolution adopting the FY 24/25 tentative budget of \$12,881,579 for the Polk County Stormwater MSTU, which is included in the FY 24/25 tentative budget of \$2,984,670,147.

Minutes: Budget and Management Director Christia Johnson discussed the resolution adopting the FY 24/25 tentative budget of \$12,881,579 for the Polk County Stormwater MSTU, which is included in the FY 24/25 tentative budget of \$2,984,670,147.

RESULT:	APPROVED
MOVER:	George Lindsey
SECONDER:	Martha Santiago

AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago
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G.2. Recommend Board adopt the resolution adopting the FY 24/25 tentative budget of \$2,984,670,147; the FY 24/25 tentative budget of \$44,425,096 for the Polk County Parks MSTU, the FY 24/25 tentative budget of \$10,177,281 for the Polk County Library MSTU, and the FY 24/25 tentative budget of \$55,387 for the Polk County Rancho Bonito MSTU.

Minutes: Budget and Management Director Christia Johnson discussed the resolution adopting the FY 24/25 tentative budget of \$2,984,670,147; the FY 24/25 tentative budget of \$44,425,096 for the Polk County Parks MSTU, the FY 24/25 tentative budget of \$10,177,281 for the Polk County Library MSTU, and the FY 24/25 tentative budget of \$55,387 for the Polk County Rancho Bonito MSTU.

RESULT:	APPROVED
MOVER:	George Lindsey
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

H. SET THE FY 24/25 SECOND PUBLIC HEARING DATE/TIME (Bill Braswell, Chair)

H.1. Recommend the Board set the date, time, and place for the Public Hearing to adopt a final millage rate and budget on September 16, 2024 at 6:00 p.m. in the Commission Boardroom.

RESULT:	APPROVED
MOVER:	George Lindsey
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Wilson, and Santiago

ADJOURNMENT (Bill Braswell, Chair)

Minutes: Meeting adjourned at 7:01 p.m.



Polk County Board of County Commissioners (Final Budget)

Meeting Minutes - Draft

September 16, 2024 Public Hearing on FY 24/25 Final Budget

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.

2nd Hearing - Adopt FY24-25 Budget

CALL TO ORDER (Bill Braswell, Chair)

A. PURPOSE OF PUBLIC HEARING (Randy Mink, County Attorney)

A.1. Discuss the purpose of the Public Hearing for the FY 24/25 Budget

Minutes: County Attorney Randy Mink discussed the purpose of the public hearing.

B. DISCUSS ADOPTED TENTATIVE MILLAGE RATES FOR FY 24/25 (Christia Johnson, Budget and Management Services Director)

B.1. Discuss the FY 24/25 Board of County Commissioners adopted tentative operating millage rate.

Minutes: Budget and Management Director Christia Johnson discussed the items on the agenda for the adopted tentative millage rate and the tentative budget. She said the adopted FY 24/25 tentative millage rate is 6.6852 mills and is a 0.8% decrease. She reviewed the roll back rates.

B.2. Discuss the FY 24/25 adopted tentative millage rate for the Polk County Parks Municipal Services Taxing Unit (MSTU), Polk County Library MSTU, Polk County Stormwater MSTU, and Polk County Rancho Bonito MSTU.

Minutes: Budget and Management Director Christia Johnson discussed the adopted tentative millage rate of 0.5286 mills for the Polk County Parks MSTU; the adopted tentative millage rate of 0.1985 for the Polk County Library MSTU; the adopted

tentative millage rate of 0.0941 for the Polk County Stormwater MSTU; the adopted tentative millage rate of 9.1272 for Rancho Bonito. She reviewed the rolled-back rates and the revenue from the millage rates.

C. DISCUSS ADOPTED TENTATIVE BUDGET FOR FY 24/25 (Christia Johnson, Budget and Management Services Director)

C.1. Discuss the FY 24/25 adopted tentative budget totaling \$2,984,670,147.

Minutes: Budget and Management Director Christia Johnson said the FY 24/25 adopted tentative budget totals \$2,984,670,147.

C.2. Discuss the FY 24/25 Polk County Parks MSTU adopted tentative budget totaling \$44,425,096, Polk County Library MSTU adopted tentative budget totaling \$10,177,281, Polk County Stormwater MSTU adopted tentative budget totaling \$12,881,579, and Polk County Rancho Bonito MSTU adopted tentative budget totaling \$55,387.

Minutes: Budget and Management Director Christia Johnson said that FY 24/25 Polk County Parks MSTU adopted tentative budget is totaling \$44,425,096 of which \$19,377,844 is from property tax; the Polk County Library MSTU adopted tentative budget is totaling \$10,177,281 of which \$7,276,773 is from property tax; the Polk County Stormwater MSTU adopted tentative budget is totaling \$12,881,579 of which \$3,449,594 is from property tax; and the Polk County Rancho Bonito MSTU adopted tentative budget totaling \$55,387 of which \$8,952 is from property tax.

D. PUBLIC HEARING ON FY 24/25 ADOPTED TENTATIVE BUDGET AND MILLAGE RATES (Bill Braswell, Chair)

D.1. Requests from the public to speak in regard to the FY 24/25 adopted tentative operating budget and millage rates, which include the Parks MSTU, Library MSTU, Stormwater MSTU, and Rancho Bonito MSTU.

Minutes: The Chair opened a public hearing; no one spoke.

E. ADOPT THE FINAL MILLAGE RATES FOR FY 24/25

E.1. Recommend Board adopt the resolution establishing the FY 24/25 Polk County Stormwater MSTU operating millage rate of 0.0941 mills, which is a 7.1% increase over the rolled-back rate of 0.0879 mills.

Minutes: Budget and Management Director Christia Johnson recommended that the Board adopt the resolution establishing the FY 24/25 Polk County Stormwater MSTU operating millage rate of 0.0941 mills, which is a 7.1% increase over the rolled-back rate of 0.0879 mills.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

- E.2. Recommend Board adopt the resolution establishing the FY 24/25 operating millage rate of 6.6348 mills, which is a 5.7% increase over the rolled-back rate of 6.2763 mills; the Polk County Parks MSTU operating millage rate of 0.5286 mills, which is a 7.0% increase over the rolled-back rate of 0.4940 mills; the Polk County Library MSTU operating millage rate of 0.1985 mills, which is a 7.0% increase over the rolled-back rate of 0.1855 mills; and the Polk County Rancho Bonito MSTU operating millage rate of 9.1272 mills, which is a 1.6% increase over the rolled-back rate of 8.9803 mills.

Minutes: Budget and Management Director Christia Johnson recommended that the Board adopt the resolution establishing the FY 24/25 operating millage rate of 6.6348 mills, which is a 5.7% increase over the rolled-back rate of 6.2763 mills; the Polk County Parks MSTU operating millage rate of 0.5286 mills, which is a 7.0% increase over the rolled-back rate of 0.4940 mills; the Polk County Library MSTU operating millage rate of 0.1985 mills, which is a 7.0% increase over the rolled-back rate of 0.1855 mills; and the Polk County Rancho Bonito MSTU operating millage rate of 9.1272 mills, which is a 1.6% increase over the rolled-back rate of 8.9803 mills.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

F. ADOPT THE FINAL BUDGET RATES FOR FY 24/25

- F.1. Recommend Board adopt the resolution that adopts the final budget of \$12,881,579 for the Polk County Stormwater MSTU for FY 24/25, which is included in the FY 24/25 adopted tentative budget of \$2,984,670,147.

Minutes: Budget and Management Director Christia Johnson recommend that the Board adopt the resolution that adopts the final budget of \$12,881,579 for the Polk County Stormwater MSTU for FY 24/25, which is included in the FY 24/25 adopted tentative budget of \$2,984,670,147.

RESULT:	APPROVED
MOVER:	Rick Wilson
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

- F.2. Recommend Board adopt the resolution that adopts the final budget of \$2,984,670,147 for FY 24/25; the final budget of \$44,425,096 for the Polk County Parks MSTU, \$10,177,281 for the Polk County Library MSTU, and \$55,387 for the Polk County Rancho Bonito MSTU, each of which are included in the FY 24/25 adopted tentative budget of \$2,984,670,147.

Minutes: Budget and Management Director Christia Johnson recommended that the Board adopt the resolution that adopts the final budget of \$2,984,670,147 for FY 24/25; the final budget of \$44,425,096 for the Polk County Parks MSTU, \$10,177,281 for the Polk County Library MSTU, and \$55,387 for the Polk County Rancho Bonito MSTU, each of which are included in the FY 24/25 adopted tentative budget of

\$2,984,670,147.

Upon question, Ms Johnson said that the Sheriff can spend across the Board and he does let them know when he is making budgetary changes.

County Attorney Randy Mink said a couple of years ago they passed the state law that does allow them to move it across.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

The budget packet includes:

- a. The budget, appropriations, and revenues by cost center
- b. FY 24/25 budget changes from Adopted FY 23/24 to Adopted Tentative FY 24/25
- c. FY 24/25 Pay Plan procedures
- d. FY 24/25 Position Changes
- e. Polk County Sheriff Office's Budget by Function (i.e., Law Enforcement, Detention, Judicial, Court Security, and Debt Service)
- f. Community Investment Program as presented to the Board on August 20, 2024.

ADJOURNMENT (BILL BRASWELL, CHAIR)

Minutes: Meeting adjourned at 6:21 p.m.



Polk County Board of County Commissioners

Meeting Minutes - Draft

September 17, 2024 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. (BILL BRASWELL, CHAIR)

Present:	Commissioner George Lindsey Commissioner Bill Braswell Commissioner Neil Combee Commissioner Martha Santiago Commissioner Rick Wilson
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INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (BILL BRASWELL, CHAIR)

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

C.1. Comments.

Minutes: Brother Anthony Lawrence thanked the Commissioners and County Manager for the great work they do. He said we are growing and sometimes citizens expect things overnight. He said the infrastructure is doing its best to keep up with the growth. He thanked the law officers, first responders, and our leaders for keeping us safe. He discussed patience and said to remember a female reproduces and brings wisdom. He said to let patience reproduce and to let her be our fruit.

Krista Silva said she is in support of any internal investigation with Polk County BoCC. She said she previously worked in Communications and said that she filed a complaint against Chief Hezedeane Smith. She said her complaint was filed with Richard Bradford

with a list of witnesses who were never interviewed. She said the complaint was deemed unfounded. She said after that the treatment of employees became worse and previous SOP's were rewritten by Chief Smith and Deputy County Manager Joe Halman to serve the chief without regard to employees. She said this is a direct failure of the management team in Human Resources. She said whether County Manager Bill Beasley was aware of the situation or not is irrelevant. She said she witnessed many cover ups, unethical acts, sexism, homophobia, and racism from all sides while working at the county. She said managers are asked to deal with things under the radar without sending them through proper channels to keep events from public record. She said the situation does not begin or end with the allegations with Chief Smith's resignation. She said the issue with PCFR, HR, and the management team have plagued this organization for years. She said there is a huge mistrust from the employees. She said employees are mistreated and have no where to go for protection. She said management has lost sight of their duties to the employees and residents of this county. She said she has resigned and asked the Board to do what is right.

Jessica Post discussed River Ranch and asked if the south side and north side will be addressed in the ordinance. She said she is hoping for a rough draft and for something to be seen in October. She thanked them for making a difference in everyone.

County Attorney Randy Mink said the ordinance is coming to the Board on October 1st and there will be a resolution for both north and south River Ranch.

Ms. Post thanked them for being here and for listening.

Cassandra Richards thanked the Board for getting issues resolved. She said her grandfather taught her that your word is your bond. She said she put on their agenda that Commissioner Wilson would be at the community meeting and she was disappointed that he was not there.

Commissioner Wilson apologized and said he was coming and he had a meeting conflict. He said he will make this happen. He said he will let her know when he is coming. He said he will be there.

Tom Palmer asked what can we do with the recycling carts once the recycling ends. He said some people were confused and he asked how would the haulers know what was put in there.

Chair Braswell said starting October 1st you can put yard trash and household garbage in the recycle cart. He confirmed it will all go to the landfill.

Waste and Recycling Director Dale Henderson said yard trash can be co-mingled with trash.

David Spain said he is opposing the increase in impact fees. He said they are asking for over a 100% increase. He said you are adding another \$10,000 and asked if they have to do it all at one time.

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

RESULT:	APPROVED
MOVER:	George Lindsey
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

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

E.1. Disbursements.

RESULT:	APPROVED
MOVER:	Martha Santiago
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

E.2. Minutes of Regular Board meeting held on September 3, 2024.

RESULT:	APPROVED
MOVER:	George Lindsey
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

G. COUNTY ATTORNEY (RANDY MINK)

G.1. Approve the release of a warranty and surety in the amount of \$127,027.83 in the form of Maintenance Bond No. S-332987 for Astonia Phase 1. (No fiscal impact)

Minutes: County Attorney Randy Mink discussed the release of a warranty and surety for Astonia Phase 1.

Commissioner Lindsey recused from voting.

RESULT:	APPROVED
MOVER:	Martha Santiago
SECONDER:	Rick Wilson
AYE:	Braswell, Combee, Santiago, and Wilson
Recused:	Lindsey

H. COUNTY MANAGER (BILL BEASLEY)

H.1. Approve Amendment No.2 to Agreement 2022-077, with Wright-Pierce, Inc. to provide professional engineering services for the Northeast Regional Wastewater Treatment Facility Expansion from 6.0 MGD to 9.0 MGD. (\$6,798,421.00 one-time expense)

Minutes: County Manager Bill Beasley discussed the amendment to agreement with Wright-Pierce, Inc., providing professional engineering services for the Northeast Regional Wastewater Treatment Facility Expansion from 6.0 MGD to 9.0 MGD. He recommended approval.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H.2. Approve Amendment No. 1 to Agreement 2023-074, with Wharton-Smith, Inc., to provide additional Construction Manager at Risk (CMAR) preconstruction services for the Northeast Regional Wastewater Treatment Facility expansion from 6 to 9 million gallons daily. (\$926,576.00 preconstruction services one-time expense)

Minutes: County Manager Bill Beasley discussed Amendment No. 1 to Agreement 2023-074, with Wharton-Smith, Inc., providing additional Construction Manager at Risk preconstruction services for the Northeast Regional Wastewater Treatment Facility expansion from 6 to 9 million gallons daily. He recommended approval.

RESULT:	APPROVED
MOVER:	Rick Wilson
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H.3. Approve and ratify the Letter of Agreement and IGT Provider Questionnaire from the State of Florida, Agency for Health Care Administration (AHCA) for the Public Emergency Medical Transportation Medical Managed Care Supplement Payment Program (\$4,328,212.75 not-to-exceed, one-time expense)

Minutes: County Manager Bill Beasley discussed the approval and ratification of the Letter of Agreement and IGT Provider Questionnaire from the State of Florida, Agency for Health Care Administration for the Public Emergency Medical Transportation Medical Managed Care Supplement Payment Program. He recommended approval.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H.4. Approve the first amendment to the contract with We Care of Central Florida, Inc. (We Care) for referral and coordination of specialty care services to eligible low-income residents. (Total amount not to exceed \$694,165 annually.)

Minutes: County Manager Bill Beasley discussed the first amendment to the contract with We Care of Central Florida, Inc., for referral and coordination of specialty care services to eligible low-income residents. He recommended approval.

RESULT:	APPROVED
MOVER:	George Lindsey

SECONDER:	Neil Combee
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H.5. Approve Cooperative Funding Agreement (No. 22CF0004301) with the Southwest Florida Water Management District (SWFWMD) to co-fund the Lake Hancock Watershed Management Plan (\$1,250,000 one-time revenue and \$1,250,000 County match).

Minutes: County Manager Bill Beasley discussed the Cooperative Funding Agreement (No. 22CF0004301) with the Southwest Florida Water Management District co-funding the Lake Hancock Watershed Management Plan. He recommended approval.

RESULT:	APPROVED
MOVER:	Rick Wilson
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H.6. Approve the Wetland Mitigation Credit Purchase and Sale Agreement with the Missing Link Mitigation Bank to purchase 2.07 freshwater forested state credits for the wetland impacts on the North Ridge Trail Project. (\$455,400 one-time expense)

Minutes: County Manager Bill Beasley discussed the Wetland Mitigation Credit Purchase and Sale Agreement with the Missing Link Mitigation Bank to purchase 2.07 freshwater forested state credits for the wetland impacts on the North Ridge Trail Project. He recommended approval.

Commissioner Combee said that this is two acres of wetlands and we are paying them \$455,000 for us to blitz wetland on the North Ridge Trail. He said he is not happy about spending this for two acres of wetlands. He said he will support it because they are recommending this.

Mr. Beasley said they will have a meeting within the next couple of weeks to discuss mitigation.

Roads and Drainage Director Jay Jarvis said this is uplands and wetlands and they have enhanced them to a higher level and higher quality. He said that is the part they are paying for.

Commissioner Combee said in the green swamp core area you have to have 20 acres for a home site.

Commissioner Wilson said that with mitigation banks they are competing with other mitigation banks. He said there is no set cost on mitigation credits. He said most are state and federal.

RESULT:	APPROVED
MOVER:	Martha Santiago
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

H.7. Confirm appointment of Shawn Smith as Interim Fire Chief for Polk County Fire Rescue, effective September 13, 2024.

Minutes: County Manager Bill Beasley recommended confirmation of appointment of Shawn Smith as Interim Fire Chief for Polk County Fire Rescue, effective September 13, 2024.

Chair Braswell said we have issues and we have opened a can of worms. He said he is stepping into a fire storm and there is a lot riding on him. He said the employees are not happy. He said if this was the Planning Division, so what, he said this is Fire and we need them to be in unison. He said the we are looking at him to get it going and he thinks that this is the right move.

Commissioner Santiago asked to meet with Interim Fire Chief Smith in a few weeks and for him to share how he is going to address some of those issues, his goals, and objective as the leader of the fire department.

Interim Fire Chief Shawn Smith said he would be honored to meet with Commissioner Santiago. He said this is Polk County Fire Rescue and it is a professional organization that is committed to the county, the citizens, and to each other. He said we are occupational athletes and we spend a lot of time with our families and each other. He said we will continue to build and grow. He said this is humbling and there are no words that can express his gratitude for this. He said this is a great opportunity and he assures them that we will build this organization back up to pride and ownership. He thanked the Board, the county managers, division directors, staff and his family for trusting and supporting him. He said they will continue to build and prune their policies.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

I. COMMISSIONER DISTRICT 1 (GEORGE LINDSEY)

I.1. Appoint Tony Kirk, Sr. as a member of the Polk County Sidewalk Advisory Committee, for the three-year term, October 1, 2024 through September 30, 2027.

RESULT:	APPROVED
MOVER:	George Lindsey
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

I.2. Commissioner Lindsey Comments.

Minutes: Commissioner Lindsey had no comments.

J. COMMISSIONER DISTRICT 2 (RICK WILSON)

J.1. Commissioner Wilson Comments.

Minutes: Commissioner Wilson had no comments.

K. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

K.1. Commissioner Santiago Comments.

Minutes: Commissioner Santiago had no comments.

L. COMMISSIONER DISTRICT 5 (NEIL COMBEE)

L.1. Appoint Bryana LaTorre-Carvalho as a member of the Sidewalk Advisory Committee for the three-year term, October 1, 2024 through September 30, 2027.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

L.2. Commissioner Combee Comments.

Minutes: Commissioner Combee had no comments.

M. COMMISSIONER DISTRICT 3 (BILL BRASWELL, CHAIR)

M.1. Chair Braswell Comments.

Minutes: Chair Braswell said on January 9th he opened this can of worms with years of listening to the problems in our Fire Department. He said he was fed up with it and he still not satisfied. He said we are working in the right direction and we had an audit of some serious issues that need to be addressed. He said it also pointed the fingers at our HR department which he thinks we have a plan to take a look at that. He said if we need the Sheriff he has said he will take a look at it because some of the accusations he does not know what makes them criminal or not. He said some of the accusations sound like it could be criminal. He said we have an Equal Opportunity Department that is charged with investigating issues within HR with the leader of HR over both departments; he said that is not how it is supposed to work. He said you cannot have the person in charge of the investigation also being investigated. He said we have a long ways to go and we have management issues that have to be resolved. He said we are going to move forward and he has expressed all this to Mr. Beasley, Mr. Halman, Mr. Taylor, and others. He said there are quick ways to change things out and we will do what we have to.

Commissioner Lindsey said we acknowledge there are issues within Fire Services and this Board is committed to addressing those. He said he had the privilege to watch two pinning ceremonies representing 120 plus folks for trainees and promotions. He said they took the pride in their job; he said black, white, male, female, brown, gay, straight were all a part of that family. He said he routinely stops by fire stations around the

county and he is proud of the folks that serve us. He said in spite of the distractions there has never been a time when the call was not responded to within minutes and when the bell rings 24/7 - 365 those folks are on the ball and they give quality service and they are proud of their service. He said he is proud of each and every one of them. He said we will address the issues and put this behind us but this is a strong organization represented by the new chief and he wished him all the success. He said he is sure he will do it and he has the team behind him to make the changes necessary.

County Manager Bill Beasley thanked the Board for seeking outside assistance to better help us define some of the management challenges that exist in our rapidly growing Fire Rescue Division. He said that step was necessary to initiate changes that will strengthen the agency long term. He said within 24 hours of receiving the report, he had conversation with Deputy County Manager Joe Halman and Fire Chief Hezedeane Smith. He said on Wednesday, September 11th Chief Smith submitted his resignation effective Monday, September 30th. He recommended that the next step is to sponsor a series of meetings to be scheduled as quickly as possible that are open to all Fire Rescue personnel and their union representation. He said with the Chair, himself, Mr. Halman and Interim Chief Shawn Smith that it would be listening tours so we can learn firsthand the managerial challenges staff is facing. He said he hopes in finding solutions to any challenges and hopefully it is seen as a bottom-up solution as opposed to a top-down solution. He said the commissioners have always put public safety as the highest priority and he believes our employees are most grateful to the decisions the Board has made to make investments in new facilities, new apparatus, additional staffing, additional personal protective equipment, and additional compensation. He said new staff, new senior staff, and the Fire Rescue leadership team are making the commitment to ensure employees will create a high performing and high valued culture. He said he hopes the Board will give him direction in scheduling those meetings.

Chair Braswell said he will and to get it scheduled.

Commissioner Combee discussed the Bucs game. He said there was a mistake that was made with an opportunity to make three points; he said that Dan Campbell said I am the head coach, this is on me, this is nobody else's fault and I am the guy at the top and I own it. He said that made the news and he said he will have to be Dan Campbell.

Commissioner Santiago thanked all the Fire Rescue families with everything they have done supporting our community and keeping them safe. She said it is not always a task that is regularly thanked and she wants to publicly say that. She said she is optimistic that Chief Shawn Smith is going to do what he said earlier and rebuild the department and she looks forward to that. She said she appreciates the meetings that will take place. She said we do not want to be kept in the dark and that is why she asked him to meet with her. She said lets move forward.

N. LAY BOARD APPOINTMENTS

- N.1. Appoint Edwin Moran to serve as a member of the Community Relations Advisory Council (CRAC) for a four-year term beginning September 17, 2024,

and ending September 17, 2028

RESULT:	APPROVED
MOVER:	Rick Wilson
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

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

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

O.1. Public Hearing (LDCPAS-2024-5 Innovation W Pipkin Road INST CPA) (Adoption Hearing) to consider a Small-Scale Comprehensive Plan Future Land Use Map change from Business Park Center (BPC) to Institutional (INST) in the Transit Supportive Development Area (TSDA). (No Fiscal Impact)

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

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

O.2. Public Hearing (LDCT-2024-16 W Pipkin Road Text Amendment) to modify Appendix E, (subsection F.) the original conditional requirements (Adoption Hearing). (No Fiscal Impact)

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

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	George Lindsey
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

O.3. Public Hearing (LDCT-2024-12 SPD Changes Text Amendment) (Adoption Hearing) to conform Suburban Planned Development (SPD) standards in Section 303, Conditional Uses; Section 403.01, the Wahneta Neighborhood Plan; and Section 505, Polk City SPA in the Green Swamp ACSC with other Planned Development standards. (No Fiscal Impact).

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

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

O.4. Public Hearing (LDCT-2024-15 Access via Easement Text Amendment) (Adoption Hearing) to modify LDC Section 705.B for access via easement. (No Fiscal Impact).

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

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Rick Wilson
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

O.5. Public Hearing (LDCT-2024-14 TCX Full-Service Car Wash Text Amendment) (First Reading) to modify Table 4.8, Use Table for US 27 Selected Area Plan. (No Fiscal Impact).

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

The Chair opened a public hearing; no one spoke.

Chair Braswell said it blows his mind that there is that much demand for carwashes.

P. PUBLIC HEARINGS

P.1. Public Hearing (LDCDD-2024-3 / Cypress Creek CDD) to consider the adoption of an applicant-initiated ordinance to establish a new Community Development District (CDD) the unincorporated area of the county. (No fiscal impact)

Minutes: Erik Peterson, Land Development, showed slides and reviewed the Cypress Creek Community Development District (CDD). He said that this is consistent and recommends approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	George Lindsey
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.2. Public Hearing (LDCDD-2024-4/ Lake Ashton II CDD Boundary Amendment) to consider the adoption of an applicant-initiated ordinance to add non-residential property to an existing Community Development District (CDD) located in the cities of Lake Wales and Winter Haven that was originally adopted by the Board prior to annexation.

Minutes: Erik Peterson, Land Development, showed slides and reviewed the Lake Ashton II Community Development District (CDD) boundary amendment. He said this is taking property from one CDD and maintaining it in another CDD.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	George Lindsey
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.3. Public Hearing (LDCPAS-2024-10 Shepherd Road CPA (Adoption Hearing) to consider the Future Land Use Change from Residential Low (RL-1) to Residential High (RH) in the Transit Supportive Development Area (TSDA). (No Fiscal Impact)

Minutes: Chanda Bennett, Land Development, showed slides and reviewed the proposed land use change. She showed photos of the surrounding area. She said that staff and the Planning Commission recommend approval. She said that this is consistent with the Land Development Code and the Comprehensive Plan and is compatible with the surrounding land use.

Upon question, Ms. Bennett said the out parcel is a drainage structure that moves water from the north to the south; she said it is like a culvert. She said it is owned by the county.

Roads and Drainage Director Jay Jarvis said that is the outfall ditch that comes across when we widened Shepherd Road. He said we had to buy that to expand the pipe and do erosion control. He said it charges into the natural system and flows north ultimately into Poley Creek. He said there is a ditch/canal that this ties into. He said there are not issues with the subdivision north and west of this site.

The Chair opened a public hearing.

Tom Wodrich, applicant, said they are available for questions. He said that they have the wetlands determination with SWFMD and the school concurrency determination letter. He said they have the recommendation from the Planning Commission and staff.

Upon question, Mr. Wodrich said they are working to make sure the flow is maintained and addressed.

Ricardo Jimenez said there are connections east and west and then it goes south towards the Imperial Lakes subdivision. He said the overflow would go to the property on the north side. He said they will maintain the connection in their plans. He said that

it was presented to the Water Management District with their current application.

Upon question, Mr. Jimenez said the site is undeveloped and it overflows. He said they will formalize it more and get the water north with the rest of the system.

Upon question, Mr. Jarvis said the system goes back to open basin versus closed basin. He said they are aware that it flows to the north and connects to Poley Creek. He said he would assume some of it is private. He said staff's review will ensure the integrity is maintained to the boundary line.

Upon question, Mr. Jimenez said it is not a defined channel. He said it just comes out and it is wide open. He said it is undeveloped, low lying, and is not defined.

Chair Braswell said he is looking at Google Maps and it is more defined and it is pretty obvious.

David Jennings said every time something gets built the water level comes into his yard. He discussed the retention ponds and said his concern is he will get flooded out. He said there are owls, otters, and gopher tortoises. He said there is standing water in his yard and we have not had rain in two days.

Nick Crews said he has the same concerns as the previous speaker. He said when the pond fills up across Shepherd Road, it flows, and comes to their yards. He said he wants everybody concerned with the flow of water and where it is going to go. He discussed the flooding and said 1/3 of his yard is flooded.

The Chair closed the public hearing.

Commissioner Lindsey made a motion for approval; motion dies for lack of a second.

Commissioner Combee said it appears to be tricky and he discussed all the rain. He said it sounds like Residential High (RH) on this site is more than he can go with today.

Mr. Wodrich responded and said whether it is Residential Low (RL) or RH they will have to deal with the retention issues, the stormwater, and the wetlands that is on this site. He said with the floodplain and the design they are ahead with knowing what to do to move things around to apply for the appropriate level of drainage.

Commissioner Combee said with the unknowns he feels better with RL.

RESULT:	DENIED
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Braswell, Combee, Santiago, and Wilson
NAY:	Lindsey

P.4. Public Hearing to consider adoption of an ordinance amending and restating Polk County Ordinance 2019-056, the Polk County Amended and Restated Comprehensive Impact Fee Ordinance, for the purpose of imposing updated

rates for Emergency Medical System (EMS), Correctional Facilities, Transportation, Educational System, Library, Park, Fire Rescue, and Law Enforcement Impact Fees.

Minutes: Deputy County Manager Todd Bond discussed the proposed impact fee ordinance.

Nilgun Kamp, Benesch, was sworn in by County Attorney Randy Mink. She showed slides and reviewed the impact fee study. She said the study was updated last in 2019 and it does not include road impact fees that were updated in 2023. She gave background information and said that the exception to increase the rates is that if there is a study within the past 12 months demonstrating extraordinary circumstances, two public workshops are held to discuss the extraordinary circumstances, and the increase is approved by 2/3 of the governing Board. She said it is a consumption-based methodology. She outlined the proposed impact fees. She said this would be effective January 1.

Commissioner Lindsey discussed the significant increase in the parks impact fees from \$400 in change to over \$1,400. He said it appears that the earlier fee was limited to regional parks and some community parks. He said the new fee includes everything. He said he went through the exhibit; he said there were 156 parcels identified and 99 of the 156 parcels were less than five acres. He said considering that the county is no longer embarking on capital improvements of 5, 10, 20 acre parcels but concentrating on regional parks, community parks should be left out of that calculation since that is not part of the long range capital plan. He said to capture that historic cost seems to be an overreach.

Ms. Kamp said during the last study it included the regional and specialty parks and that was because there was no need for community or smaller parks. She said this time they calculated the fees both ways including the regional and specialty as well as all parks. She said they were told that the county now has needs for other smaller types of community parks. She said the calculation was made on regional and specialty only and all parks.

Mr. Bond said for the regional and specialty parks went up to the \$1,100 to \$1,200 range. He said the fee for all parks went up to the \$1,400.

Commissioner Lindsey said there was also reference to astro turf. He said that does not add capacity and it is a maintenance issue.

Ms. Kamp said that they were trying to show some examples of the projects in need. She said that project itself is not used to calculate the fee.

Commissioner Lindsey said that is a maintenance issue not a capacity issue.

Chair Braswell said he would disagree with that. He said the numbers have increased dramatically and there is no opportunity to maintain it. He said the only way to utilize it is to astro turf it.

Upon question, Mr. Bond said the fees for just regional/specialty parks for the

single-family residents is \$1,112.

The Chair opened a public hearing.

Mike Hickman said he has been building in the county for years and said he has been very active in the community and the Builder's Association. He said he also serves on the Planning Commission. He said that they understand the burdens that they have, the desires, the impact fees and the need for revenue. He said our industry is comprised of small businesses and a lot of little companies that are collectively a huge industry. He said those business owners and employees live and work here. He said he has experienced a lot of ups and downs in this county and said we need to be cautious when raising these fees. He said majority of these new homes are being bought by people who live here. He said to take a hard look at these numbers again and to come up with something more reasonable. He said this has potential for disaster.

Eric Gardinno said increases need to be reasonable and must comply with state law. He said a number of them do not comply with state law. He said the data should be calculated at 1.5 people per unit and not 2 people per unit. He said the most recent data must be used. He said to use the data by the Property Appraiser's office and recalculate. He said all fees upfront is unreasonable.

Tom Palmer said the choice is whether to bite the bullet with the full cost or keep doing business as usual. He said there is no free lunch and the roads and parks are not going to get any cheaper to build/develop.

Steve Williams said he is here for a hundred subcontractors that work for them. He said history repeats itself over and over again. He discussed the market trends since the 1920's. He discussed the increases in the costs of homes. He discussed interest rates increasing and contracts being cancelled. He said 30,000-40,000 people work in construction. He said the study is based on 2020-2021 numbers.

The Chair closed the public hearing.

Commissioner Lindsey said staff was quick give an answer if they took out the small parcels and limited the parks to regional, community and specialty and it brought it down to about \$1,100. He asked if they had time to calculate the occupancy numbers. He said we are required to use current and local data.

Ms. Kamp said the data they are using is from American Community Survey with the latest data that they have for Polk County. She said if we get the units from the Property Appraisers, they do not know the number of people living in each of them. She said that the fees that are affected by the person per housing unit are about 17% of the total. She said if the persons per housing unit was 25% lower the overall fee for multi-family would decrease about 4%.

Commissioner Lindsey said he recognizes the need for the fees but never have we not phased in fees of this magnitude. He said he would like the fees phased in effective January 2025, 2026, and 2027. He said that is really 24 months from January 2025 to establish those new fees. He said he asked staff to prepare these fees for

non-residential. He reviewed the proposed fee increases for non-residential. He recommended to phase residential and non-residential over three installments. He said he asked staff to take the delta between the total calculated into the fee from the current, divide that number by three, and have those installments applied equally over the next three installments in 2025, 2026 and 2027. He said what the motion intends is the example presented here and the numbers that support this would substitute attachment 1, 2, 3, 4, 5, 6, 7 for this exhibit here on the non-residential side and the chart he presented earlier. He said he did take some liberties on the parks; he said the regional, community and specialty would be about \$1,100. He said what he had done earlier was take 75% of the \$1,864 which produces \$1,398 which is still more than \$1,100 leaving off those 2, 3, and 4 acre parks that we do not build anymore. He said he also adjusted the school impact fee and said in the past we only adopted 75% of the school fee because there was capacity not being used by the school system and it was up to them to redistrict and put the kids where the capacity is. He said they have made some progress in that regard and are continuing to move forward in that effort and he suggested rather than limit it to the 75% that we make that 85%. He said it can be adjusted at a future dates as they continue to redistrict. He said his motion is to have the non-residential differentials be spread over three years and the residential reflect the schedule that he has presented to the staff and the Board.

Mr. Bond said they have prepared the slides that show that.

Commissioner Lindsey said it is about \$2,000 a year bump in the total.

Chair Braswell said he has no interest in modifying this. He said the cost is the cost and this will be \$60 additional on a mortgage and he does not think that is a deal breaker. He said Polk County has been very good to builders and we have always listened to them and taken into consideration how these impact them. He said prices are out of control. He said the only option he sees is to do what Orange County does and put a moratorium on construction which will let us catch up as opposed to continuing to move on. He said he does not think anybody wants that.

Mr. Bond said he has what they were projecting to budget next year based on their history, that number was \$29,331,000 for all of the impact fees except for schools; he said schools was about \$110 million. He said in total just under \$140 million with no connection fees or any other permitting fees.

Commissioner Combee said there were no impact fees for the first 140 years in Polk County and impact fees did not come along until the early 1990's. He said he was here before impact fees and during impacts fees and it is not something he ever felt good about. He said the people who pay them are not just the folks coming from other states a lot are those who are born and raised here. He said we do not want to have our existing residents paying for the growth. He said you will have a hard time convincing majority of the population of this county that they have benefited from the development that has occurred in the last ten years. He said they see their housing values rise and when those assessed values go up even if the millage rate stays the same or is reduced and everybody is paying higher taxes. He said next year is not going to be like this year or the year before and we will be dealing with less revenue. He said Chair Braswell was right and we have been good to the building community and we have set

the bar low. He said the parks is \$1,800 and that shocked him. He said the right thing to do is accept this as presented, put it in place and let things work themselves out; he said there has got to be a better way. He discussed how it is difficult to maintain the little parks and said it is more efficient if we can have a regional park. He said what he has tried to do that anything that is platted over a certain size has to have some active all-purpose field. He said the cost of roads and bridges is \$4 billion and the depreciated value from last year was \$18 million. He said the insured value of our buildings is \$800 million. He said he does not want to do \$1,800 right now and said he does not want the open space to be a retention pond. He said he does not like the Lindsey plan but it is better than the fall-back which is the under state-statute.

Commissioner Santiago said she is asking the Commissioners to re-look at Commissioner Lindsey's plan because she thinks it is a good plan. She said in 2019 when they increased impact fees and they did a plan just like this where we were phasing the different options. She said we know that we have to have impact fees that goes along with the growth. She said phasing it in is easier to deal with because it helps the businesses and it helps us to get the fees to pay for the growth. She said we will reach the same results except it is going to get phased out. She said we do not have to move it with 100%, she likes Commissioner Lindsey's plan and she will support that.

Commissioner Wilson said Commissioner Lindsey's idea is a good idea. He said we have talked about it and this is a good plan. He said we can phase this in and help everybody out. He said he is all in.

Commissioner Lindsey said his plan rolls the \$1,800 to 1,398.

Commissioner Combee said he would rather keep it at \$1,800 if we do not have an agreement to do something with our Land Development Code regulations.

Commissioner Lindsey said with the PD's all we have to do is tell the staff to do that same standard.

Commissioner Combee said it still is not enough to do what he wants to do with a neighborhood park. He said we need to find a solution.

Commissioner Lindsey said this number reflects more than regional, community, and specialty parks. He said it is on the rest of the Board to make that change in the Land Development Code.

Commissioner Combee said he wants to go to the \$1,800 with the parks.

Commissioner Lindsey said it over collects for what we are really building from the county side. He said it does not count the 99 parks that are less than 5 acres. He said we have overcompensated for that and to go to \$1,800 that would be an over reach. He said he is sticking with the \$1,398 which is still more than the \$1,100 that staff said would be the equivalent for those three types of parks and the phase in schedule. He said you have two more installments and if the Board chooses not to make those changes in the non-PD then you got a chance to go back and make this change in the

future.

Commissioner Combee said he will vote against the motion unless we can stay at the \$1,800.

Motion to amend and divide that number by three, and have those installments applied equally over the next three installments in 2025,2026 and 2027; with \$1,398 for parks.

RESULT:	DENIED
MOVER:	George Lindsey
SECONDER:	Neil Combee
AYE:	Lindsey, Santiago, and Wilson
NAY:	Braswell, and Combee

Minutes: Chair Braswell said this just kicks the can down the road which he does not agree with at all.

Take Commissioner Lindsey's plan with the exception to Parks and Recreation and we change that number to the recommended number from our consultant

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Martha Santiago
AYE:	Lindsey, Combee, Santiago, and Wilson
NAY:	Braswell

P.5. Public Hearing to consider adopting a resolution providing that the proposed Polk County Ag-Center serves a public purpose.

Minutes: County Attorney Randy Mink discussed the a resolution providing that the proposed Polk County Ag-Center serves a public purpose. He recommended approval.

The Chair opened a public hearing; no one spoke.

Upon question, Chair Braswell said another opportunity has popped up and that needs to be vetted. He said that right now this is moving forward with this and figuring out what we want.

Commissioner Lindsey said he wanted to make clear nothing is binding.

RESULT:	APPROVED
MOVER:	Rick Wilson
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Santiago, and Wilson
Absent:	Combee

P.6. Public Hearing to consider adoption of a resolution to vacate platted, unopened, and unmaintained right-of-way as shown on Crosby's Addition to Loughman,

Florida, Davenport, Florida. (No fiscal impact)

Minutes: Scott Lowery, Real Estate Services, showed slides and discussed the resolution vacating a platted, unopened, and unmaintained right-of-way as shown on Crosby's Addition to Loughman in Davenport. He said there are no objections to the proposed request. He said staff recommends approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	George Lindsey
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.7. Public Hearing to consider adoption of a resolution to vacate portions of platted rights-of-way as shown on the plat of Holly Hill Addition to Loughman and the plat of Roy A. Miller's Subdivision at Loughman, Fla., Davenport, Florida. (No fiscal impact)

Minutes: Scott Lowery, Real Estate Services, showed slides and reviewed the resolution vacating portions of platted rights-of-way as shown on the plat of Holly Hill Addition to Loughman and the plat of Roy A. Miller's Subdivision at Loughman in Davenport. He said there are no objections to this request. He said Duke Energy and Florida Public Utilities requested easements and petitioner has complied with that request. He recommended approval.

The Chair opened a public hearing.

Emanuel Mohammed said he is the developer. He thanked the Board and said this county has been incredible. He said staff is awesome and is always available to assist.

The Chair closed the public hearing.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.8. Public Hearing to consider adoption of a resolution to vacate portions of platted, rights-of-way as shown on the plat of Waverly Manor Town Unit No. 1, and the Plat of Washington Park, Waverly, Florida. Also accept Drainage Easement and Utility Easement to Polk County in conjunction therewith. (No fiscal impact)

Minutes: Scott Lowery, Real Estate Services, showed slides and reviewed the resolution vacating portions of platted, rights-of-way as shown on the plat of Waverly Manor Town Unit No. 1, and the Plat of Washington Park in Waverly. He said there are no objections to the proposed request. He said Duke Energy, Roads and Drainage, and Utilities requested an easement and the petitioner complied with the request. He recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	APPROVED
MOVER:	Rick Wilson
SECONDER:	Martha Santiago
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.9. Public Hearing to consider adoption of a resolution Allowing for the Installation of Five Traffic Calming Devices (Speed Humps) on Lake Thomas Drive, Near Winter Haven. (estimated \$25,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, showed slides and reviewed the request for the installation of five Traffic Calming Devices on Lake Thomas Drive, Near Winter Haven. She said this met the traffic calming policy and received the required favorable votes.

The Chair opened a public hearing.

Jim Sirera asked where they are going to be placed. He said there are certain sections they want them and that it is not just the main drive.

Ms. Gregory said the placement is on the exhibit. She said that Mr. Sirera is not on the portion that is having the speed humps.

The Chair closed the public hearing.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	Rick Wilson
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

P.10. Public Hearing to consider adoption of a resolution Allowing for the Installation of Five Traffic Calming Devices (Speed Humps) on Lewis Road, Near Lakeland. (estimated \$25,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, showed slides and reviewed the request for the installation of five Traffic Calming Devices on Lewis Road, Near Lakeland.

The Chair opened a public hearing.

Josh Kline said they should not spend \$25,000 on speed humps. He said to reduce the speed limit or the number of speed bumps. He said the emergency vehicles will have to go over the speed bumps. He said to have more speed limit signs.

A gentleman said he owns the corner at Duff and Lewis. He asked how many citations and wrecks there were. He asked if we can use speed cameras. He said putting five bumps will not resolve the problem. He said emergency vehicles will be highly impacted. He asked for another solution.

Commissioner Combee said the Sheriff said no to cameras in school zones. He said the average speed is 44 mph and that is unacceptable. He said there are many trips

well in excess of 44 mph.

The Chair closed the public hearing.

RESULT:	APPROVED
MOVER:	Neil Combee
SECONDER:	George Lindsey
AYE:	Lindsey, Braswell, Combee, Santiago, and Wilson

Minutes

Minutes: County Manager Bill Beasley said Deputy County Manager Todd Bond is retiring a week from Friday. He said Mr. Bond has had 23 years with the county and 8 with the state. He said he like a brother to him on a personal and professional level. He said he will be missed in the County Manager's office, the Budget and Management office and the Health and Human Services office and all the Support Services offices he has helped manage.

Mr. Bond thanked Mr. Beasley for the kind words. He thanked the Board for the support throughout the years. He said they call it retiring but he will be under new management. He said it is a great opportunity to spend more time with his wife and his parents and do some things that they wanted.

Chair Braswell said congratulations and he has always been the shell answer man for him. He said if he had a question Mr. Bond always had the answer, it has always been impressive, and he has done a great job.

Commissioner Combee said it has been a pleasure and joy to work with him. He said he is an absolute professional and his calm demeanor is good when he is working with someone like him.

Commissioner Santiago said thank you for everything he has done to help her. She wished him the best and said to enjoy the rest of his life.

Commissioner Wilson said he has been flawless with him and has helped him in every way that he could. He wished him and his family the best.

Commissioner Lindsey said thank you for everything and he thanked him for his services.

Meeting adjourned at 12:00 p.m.



Polk County
Board of County Commissioners

Agenda Item H.1.

10/1/2024

SUBJECT

Approve an Interlocal Agreement with the City of Auburndale for Tourist Development Tax Funding for improvements to the Lake Myrtle Sports Complex and Auburndale Softball Complex. (\$26,901,740 estimated expense over 23 years)

DESCRIPTION

Polk County Tourism and Sports Marketing (PCTSM) recruits, partners and manages special events while promoting tourism to enhance the economic climate of Polk County. Currently, PCTSM is partnering with the City of Auburndale (City) to provide funds for the design, engineering, and construction of Phase IV of the Lake Myrtle Sports Complex and converting the Auburndale Softball Complex to artificial turf. The Interlocal Agreement provides for the expenditure of Tourist Development Tax funds (as authorized by Section 125.0104, Florida Statutes) for the improvements and expansion, financed by bonds or other conventional financing, to be issued or procured by the City. Improvements to the Lake Myrtle Sports Complex will be completed in three phases and include a) additional restrooms and concession stands throughout the complex, fencing around the soccer stadium, judges tower at the ski lake, parking, lighting, and electrical updates around the ski lake; b) engineering and construction of three multi-purpose (soccer) fields with parking, concessions and bathrooms; and c) construction of a baseball stadium. The conversion of the Auburndale Softball Complex to artificial turf will follow the completion of the phases at the Lake Myrtle Sports Complex. The agreement obligates the City to ensure that: (1) all improvements and expansion is completed by December 31st, 2029; (2) such fields are available, on a long-term basis, for use by the County in recruiting and hosting sports events; (3) Polk County shall have first priority usage of City facilities and receive a discounted rental rate, and (4) the County and City shall share sponsor revenues.

The Tourist Development Council (TDC) reviewed the project at its annual retreat on June 6, 2024, and approved funding as part of the FY 24-25 budget at the August 22, 2024 TDC meeting. The Interlocal Agreement calls for funds to be provided from the Fourth (4) and Fifth (5) Pennies of the Tourist Development Tax to make a one-time payment to the City of \$3,000,000 in FY 24-25, and thereafter to service the debt on City Bonds or conventional financing, issued in the approximate amount of \$15,000,000, amortized over a 22-year term, at a maximum interest rate of 5%, to finance improvements to the Lake Myrtle Sports Complex and the Auburndale Softball Complex. The first principal and interest payments will be paid in FY 25-26, totaling \$398,362.34. The County's average annual debt service amount is, \$1,086,442.73, including principal and interest, for a total of \$23,901,740 over the 22-year term. Such amounts will be paid from the Fourth and Fifth Pennies of the Tourist Development Tax and will be budgeted each year of the Agreement term.

The City of Auburndale will still be responsible for all facility maintenance costs associated with the

completed facility.

RECOMMENDATION

Request Board approve the Interlocal Agreement with the City of Auburndale pledging financial support and creating debt service obligations, paid for by a portion of the Tourist Development Tax funds, City Bonds, or other conventional financing that will fund improvements to the Lake Myrtle Sports Complex and the Auburndale Softball Complex.

FISCAL IMPACT

The County shall make an initial payment of \$3,000,000 in FY 24-25. The first principal and interest payments will be paid in FY 25-26, totaling \$398,362.34. The County's average annual debt service amount is \$1,086,442.73, including principal and interest, for a total of \$23,901,740 over the 22-year term. Such amounts will be paid from the Fourth and Fifth Pennies of the Tourism Tax Fund and will be budgeted each year of the Agreement term.

CONTACT INFORMATION

Marc Zimmerman
Senior Economic Development Manager
Tourism & Sports Marketing
863-551-4726
zimm@visitcentralflorida.org

**INTERLOCAL AGREEMENT FOR TOURIST DEVELOPMENT TAX
FUNDING FOR DESIGN AND DEVELOPMENT/CONSTRUCTION OF
FACILITIES AT THE LAKE MYRTLE SPORTS PARK**

THIS INTERLOCAL AGREEMENT (hereinafter the “Agreement”) is made as of the Effective Date, defined in Section 8 below, by and between **POLK COUNTY**, a political subdivision of the State of Florida (hereinafter the “County”), and the **CITY OF AUBURNDALE**, a municipal corporation of the State of Florida (hereinafter the “City”). The County and City are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the City is the owner and operator of the Lake Myrtle Sports Park, a public facility located at 905 Lake Myrtle Park Road, Auburndale, Florida; and

WHEREAS, the Lake Myrtle Sports Park is a “venue” that has “as one of its main purposes the attraction of tourists” as referenced in Section 125.0104(3)(n), *Florida Statutes*, in that the Lake Myrtle Sports Park now includes nine collegiate-sized baseball fields, five youth baseball fields, eleven international dimension soccer fields, a soccer stadium and competitive water sports lake that provide a much-needed venue that has been successfully marketed in the State of Florida, nationally and internationally; and

WHEREAS, the City and the County have cooperated, since 2006, in the design, operation, and use of the Lake Myrtle Sports Park to attract large scale sporting events and organizations which bring tourists and economic impact to Polk County; and

WHEREAS, the City and the County have proposed to further enhance the Lake Myrtle Sports Park, on property owned by the City, to better position the entire facility with related support facilities on which to host high-level competitive events herein by reference (collectively, the “Improvements” which are more specifically identified on Exhibit “A” attached hereto and incorporated by reference herein); and

WHEREAS, the City, through its procurement procedures, will enter into an agreement(s) with an appropriate company or companies for design, and construction of the Improvements; and

WHEREAS, the County has proposed that funding for the design and construction be made available from the Tourist Development Tax because the Improvements at the Lake Myrtle Park Sports Park will provide an enhanced venue having as one of its main purposes the attraction of tourists; and

WHEREAS, the Improvements at the Lake Myrtle Sports Park by the City complies with, and will further the purposes of, the Polk County Tourist Development Plan set out in Polk County Ordinance 86-27, as amended, and as required by Section 125.0104(4), Florida Statutes, in that construction of this expanded venue will promote and advertise tourism in the City, the County, the State of Florida, nationally and internationally; and

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto, and Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 (hereinafter the “Cooperation Act”), to permit the City and County to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to

provide for the Improvements at the Lake Myrtle Sports Park in the manner that will make best use of resources available to each of them; and

WHEREAS, the City has committed to undertake and oversee, with County input, the design and construction of the Improvements, and the County has elected to pledge a portion of the revenues from its tourist development tax, authorized by Section 125.0104, Florida Statutes (the “Tourist Development Tax”), in the amount set forth in Section 2.1 of this Agreement, to pay that portion of the design and construction costs as set forth in this Agreement, all in accordance with the intent and purposes of the Cooperation Act permitting local governments to, among other things, provide from their treasuries the financial support for the purposes set forth in interlocal agreements; and

WHEREAS, the City and the County have ascertained that the method or formula for equitably providing for and allocating payment and financing of the capital costs for the Improvements and the payment of the Indebtedness therefore, including payments to reserve funds and payments of principal and interest on obligations as established by the Parties are reasonable on the basis of the amount of services rendered or to be rendered, benefits received or conferred and on all other equitable bases; and

WHEREAS, the City and the County wish by this Agreement to provide for the commitments of the City and the County created hereby in order to further the purposes stated herein.

NOW THEREFORE, in consideration of the mutual covenants of this Agreement, the City and the County agree as follows:

SECTION 1. RECITALS / AUTHORITY.

1.1 The above recitals are true and correct and are hereby fully incorporated herein.

1.2 This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; and other applicable provisions of law.

SECTION 2. OBLIGATIONS OF THE COUNTY.

2.1 Subject to the terms and conditions of this Agreement, the County does hereby covenant and pledge a portion of the fourth and the fifth percent of the Tourist Development Tax for the purposes provided herein for a term of twenty-two (22) years. In order to assist with the financing of the Improvements, the County shall make an initial, single payment of \$3 million (\$3,000,000) to the City within 30 days of the full execution of this Agreement, but no earlier than October 1, 2024, to be used by the City toward the cost of the Improvements (the "Initial Payment"). The City shall finance the remaining costs of the Improvements by issuing bonds and/or obtaining conventional financing, amortized over a twenty-two (22) year period, in the par amount which is necessary to generate, at a minimum, sufficient project net proceeds (*i.e.*, after costs of issuance) to design and construct the Improvements. The County shall pay to the City amounts equal to semi-annual principal and interest payments on a total principal amount that produces net proceeds of Fifteen Million Dollars (\$15,000,000), such debt to be incurred by the City to finance the Improvements ("Indebtedness"), as further provided in Section 2.2 below. The City may issue any such bonds, or obtain any such financing (i) in a one-time, single issuance or procurement in the total amount of the Indebtedness, or (ii) in three separate issuances or procurements over the

course of a three year period starting in fiscal year 2025-2026 (commencing October 1, 2025) which collectively equal the total amount of the Indebtedness, and the Parties expressly acknowledge and agree that this Agreement, and the County's obligations hereunder, shall not apply to any other bonds issued, or other conventional financing procured by the City following such single or multi-year issuance or procurement, as applicable and as contemplated herein, whether issued or procured in connection with the financing of the Improvements or not; provided, however, this provision shall not operate to limit either Party's rights under Section 3.4 of this Agreement. Notwithstanding anything to the contrary contained herein, the City reserves the right to issue such Indebtedness in conjunction with other borrowings for which the City will assume the responsibility to pay debt service on. The Parties expressly acknowledge and agree that this Agreement, and the County's obligations hereunder, shall only apply to the Indebtedness and shall not extend to other borrowings.

2.2 Following the Initial Payment, the County shall make semi-annual payments to the City, commencing in December 2025 and continuing every six months thereafter, in the amount of the semi-annual principal and interest necessary to defease a principal amount of \$15 million (\$15,000,000) over a twenty-two (22) year term, at a maximum true interest cost of five percent (5.0%). If the actual true interest cost is less than 5.0%, then the amount of the County's financial obligation hereunder shall be reduced accordingly. If the actual true interest cost is greater than 5.0%, then the City will be responsible for payment of any debt service in excess of the 5.0%. Such semi-annual payments by the County shall be applied toward payment of the Indebtedness, and the County shall

make such semi-annual payments to the City until the County's obligation under this Agreement is satisfied, or sooner terminated. The semi-annual payment shall represent both principal and interest on the County's portion of the Indebtedness as set forth on Exhibit "B" attached hereto and incorporated herein. The County hereby acknowledges that the City may pledge such payments to secure the Indebtedness. Exhibit "B" is provided for illustration purposes only and shall not be construed as adding to or limiting the obligation of the Parties pursuant to this Agreement. Upon the issuance of the Indebtedness, the City shall prepare the final, actual amortization schedule for the Indebtedness which shall be used to calculate the annual payments due from the County hereunder, and upon the County's approval, such final, actual amortization schedule shall be incorporated into this Agreement via an amendment duly executed by both Parties.

2.3 On any semi-annual payment date, the County may elect to terminate its obligations under this Agreement by paying to the City an amount equal to the County's share of the unpaid principal amount and any costs associated with any redemption premium due on the Indebtedness through maturity of this Agreement. However, if the Indebtedness is not prepayable for a defined period in accordance with the terms of the issuance documents, then the County will be prohibited from prepaying its obligations hereunder in order to terminate this Agreement, until the Indebtedness itself becomes prepayable.

2.4 The City and County acknowledge and agree that in the event the construction of the Improvements is not completed for any reason by the date set forth in Section 3.3 below, other than as may be articulated and agreed to in this

Agreement, the City shall immediately return to the County the payment made under Section 2.1 above, in full.

2. 5 In the event the revenue generated from the fourth and fifth percent of the Tourist Development Tax is insufficient in any given fiscal year for the County to meet its obligations hereunder, then the County shall carry the shortfall forward so that it becomes due and payable with the next semi-annual payment. In the event full payment has not been made at the end of the thirteen-year financing period provided herein, the Parties agree that this Agreement, and the County's obligation to make payments hereunder, shall be extended for such additional period of time as is necessary for the County to make full payment to the City.

SECTION 3. OBLIGATIONS OF THE CITY

Subject to the terms and conditions of this Agreement, the City does hereby covenant and agree as follows:

3.1 The City shall diligently pursue the permitting, design, and the construction of the Improvements as the Parties determine is financially feasible.

3.2 The City shall be solely responsible for the permitting, design, and construction of the Improvements, consistent with the projects and facilities proposed on Exhibit "A" attached hereto and incorporated herein by reference and shall monitor and oversee all design and construction contracts related thereto. The City shall include the County in all design and construction meetings and provide an accounting of expenditures of the County's and City's respective funds no less than quarterly.

3.3 The City shall ensure that: (1) the Improvements which include, at a minimum, the projects and facilities proposed in Exhibit "A"; and (2) that the

Improvements are completed by December 31st, 2029, provided, however, that so long as the City is proceeding with the permitting, design, and construction of the Improvements contemplated under this Agreement in good faith but due to unforeseen conditions and/or circumstances the completion of the contemplated Improvements is not available for use by the date set forth above, then the County's obligations under this Agreement shall remain in full force and effect, provided the Improvements are made available for use as soon as reasonably possible after the unforeseen conditions or circumstances are mitigated. It is the intent of the Parties that the contemplated Improvements are constructed and made available for use as soon as reasonably possible taking into consideration matters that may arise during the permitting, design, and construction process over which the City and/or its contractor has no control which may cause delays in the date that the contemplated Improvements are available for use. Notwithstanding anything to the contrary contained herein, in the event the conditions of this Section 3.3 are not satisfied, in the County's reasonable discretion, then the County shall have the right to terminate this Agreement by providing written notice thereof to the City, and in such event, the County shall be entitled to receive any payments made to the City hereunder, including the Initial Deposit and any semi-annual debt service payments, returned from the City within 30 days of such notice, and thereafter, the Parties shall have no further obligations hereunder.

3.4 As additional consideration for the County's pledge made herein, the City shall annually grant the County, for the life of this Agreement, up to two (2) complimentary weekend dates at City of Auburndale facilities, a preferred rental rate of 25% off standard rental rates for all other dates, first priority usage, with

reasonable consideration to other events and programs scheduled at the Improvements by the City. The Parties acknowledge and agree that the final site plan showing the layout and configuration of the Improvements, as well as any additional facilities that are not funded by Tourist Development Tax dollars pursuant to this Agreement, is ongoing pursuant to the design process, and the ultimate design and construction of the Improvements and any such additional facilities is subject to that ongoing effort. The Parties acknowledge and agree that ultimate configuration and siting of the Improvements shall be determined by mutual agreement of the County and the City. The determination of whether any additional facilities, outside of the Improvements, will be constructed and/or operated at the Lake Myrtle Sports Park and/or on other City-owned land shall be made exclusively by the City, so long as such determination does not adversely affect, in the County's reasonable discretion, the construction, location, use, operation or maintenance of the Improvements, or otherwise negatively impact the County's rights under this Agreement.

3.5 The City covenants and agrees not to mortgage, sell, dispose of, transfer, or otherwise convey any interest in Lake Myrtle Sports Park during the Term of this Agreement, as set forth in Section 7 below, without the written consent of the County, and any proceeds from any such disposition, if permitted, shall first be applied against the Indebtedness.

3.6 The City covenants and agrees not to modify or amend any of the financing agreements in connection with the Indebtedness in any manner which would shorten, lengthen, enlarge or modify the obligations of the County hereunder, or to refund the Indebtedness without prior written consent of the

County; and in the event such modification or amendment is made which reduces the total debt service payment on the Indebtedness, then the County's debt service obligation shall be reduced accordingly. Notwithstanding anything in this Section 3.6 to the contrary, the County's rights under this Section 3.6 do not apply to any indebtedness of the City which finance or refinance any City projects other than the Improvements.

3.7 The City shall prepare the semi-annual payment calculations based upon the actual amortization schedule as described in Section 2.2 of this Agreement and submit a written copy of such calculation to the County no later than sixty (60) days immediately preceding each required semi-annual payment date.

SECTION 4: No Lien on Nor Pledge of Ad Valorem Revenues

The pledge of the City and the County, respectively, as set forth herein, shall not constitute nor create a lien, either legal or equitable, on any of the City's or the County's respective ad valorem revenues or funds. Neither the City nor the County shall ever be required to levy ad valorem taxes on any property within its respective boundaries to pay their respective shares of the debt service payments or any other payments provided herein.

SECTION 5: Indemnification

Without waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, each Party will indemnify the other from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorneys' fees, arising from or incurred because of any loss or damage sustained

as a result of the indemnifying Party's failure to comply with the provisions of this Agreement, to the extent permissible by Florida Law. Nothing herein shall be deemed a waiver, express or implied, of either Party'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.

SECTION 6: Default and Remedy

If the City materially defaults in the timely performance of any Agreement obligation, or if the City is otherwise in material default of this Agreement, then the County shall subject to the terms of this Agreement, have the right to (i) set-off the monetary amount of any and all damages arising from such default, whether direct or indirect, actual or liquidated, from the amounts due to the City from the County pursuant to Section 2, above; and (ii) immediately terminate this Agreement by delivering written notice to the City, whereupon such delivery all liability of the County to the City under this Agreement shall cease

SECTION 7: Term

Unless extended by mutual written agreement of the Parties, or unless otherwise provided in this Agreement, this Agreement shall expire twenty-three (23) years after the Effective Date, as set forth in Section 8 below.

SECTION 8: Effective Date

Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall become effective upon the filing of the fully executed Agreement with the Clerk of the Circuit Court for Polk County, Florida.

SECTION 9: Notice

Any notice or correspondence required under this Agreement shall be provided to the other Party by personal hand delivery, by recognized overnight courier service, postage prepaid, or by certified mail, return receipt requested, to the other Party at the address set forth below:

Polk County, Florida
County Manager's Office
P.O. Box 9005, Drawer CA01
Bartow, Florida 33831

City of Auburndale, Florida
City Manager's Office
1 Bobby Green Place
Auburndale, Florida 3323

and

Polk County Tourism and
Sports Marketing
Attn: Director
2701 Lake Myrtle Park Road
Auburndale, Florida 33823

SECTION 10: 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 11: Assignment

Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered under any circumstances.

SECTION 12: 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 13: 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 and the Charter and Code of Ordinances of the City. 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 14: LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CITY 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 BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN NO EVENT, SHALL THE CITY BE LIABLE TO THE COUNTY 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 BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

SECTION 15: 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 courts of Polk County, Florida or the United States District Court, Middle District of Florida, Tampa Division.

SECTION 16: 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 17: 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 and approved by the governing bodies of the County and the City. 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 18: Annual Appropriations

The City acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this Agreement is contingent upon annual appropriation.

SECTION 19: Entirety of Agreement

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 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 and approved by the governing bodies of the County and the City.

SECTION 21: No Construction Against Drafter

The Parties 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 caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD, Clerk

POLK COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Approved as to form and legal sufficiency:

County Attorneys' Office

ATTEST:

CITY OF AUBURNDALE, a
municipal corporation of the State
of Florida

Brandon Henry, City Clerk

By: _____
Dorothea Taylor Bogert, Mayor

Approved as to form and legal sufficiency:

Frederick J. Murphy, Jr., City Attorney

EXHIBIT "A"

Proposed projects and amenities to be constructed as part of the Improvements are shown in the conceptual drawing below and include the following:

Phase 1

- Fencing Soccer Stadium
- Bathrooms Soccer Fields 1-3
- Bathrooms and concession Soccer Fields 7-10
- Engineered plans and Construction improvements to Champions Ski Lake including:
 - o Bathroom and Judges Tower at Champions Ski Lake
 - o Additional Parking
 - o Additional Street Lighting
 - o Paved path around South, East, and North sections of Champions Ski Lake
 - o Electrical updates
 - o Engineered plans of 3 multipurpose and 4 softball fields

Phase 2

- Construction of 3 multipurpose fields, concessions, bathrooms, and parking
- Engineered plans of Baseball Stadium
- Moving of onsite residence and maintenance shop

Phase 3

- Construction of Baseball Stadium
- Engineered plans of artificial turf for Auburndale Softball Complex

Phase 4

- Construction of 4 Softball Fields at Lake Myrtle Sports Park
- Artificially Turf Auburndale Softball Complex



EXHIBIT “B”

Estimated Bonded Debt Amortization Schedule

Estimated Debt Service Schedule - Semi-Annual Payment					
No.	Due Date	Payment	Interest	Principal	Balance
					15,000,000.00
1	12/1/2025	199,181.17	125,000.00	74,181.17	14,925,818.83
2	6/1/2026	199,181.17	123,145.47	76,035.70	14,849,783.13
3	12/1/2026	398,362.34	246,244.58	152,117.76	14,697,665.37
4	6/1/2027	398,362.34	242,441.63	155,920.71	14,541,744.66
5	12/1/2027	597,543.51	363,543.62	233,999.89	14,307,744.77
6	6/1/2028	597,543.51	357,693.62	239,849.89	14,067,894.88
7	12/1/2028	597,543.51	351,697.38	245,846.13	13,822,048.75
8	6/1/2029	597,543.51	345,551.22	251,992.29	13,570,056.46
9	12/1/2029	597,543.51	339,251.42	258,292.09	13,311,764.37
10	6/1/2030	597,543.51	332,794.11	264,749.40	13,047,014.97
11	12/1/2030	597,543.51	326,175.38	271,368.13	12,775,646.84
12	6/1/2031	597,543.51	319,391.17	278,152.34	12,497,494.50
13	12/1/2031	597,543.51	312,437.36	285,106.15	12,212,388.35
14	6/1/2032	597,543.51	305,309.71	292,233.80	11,920,154.55
15	12/1/2032	597,543.51	298,003.86	299,539.65	11,620,614.90
16	6/1/2033	597,543.51	290,515.38	307,028.13	11,313,586.77
17	12/1/2033	597,543.51	282,839.67	314,703.84	10,998,882.93
18	6/1/2034	597,543.51	274,972.08	322,571.43	10,676,311.50
19	12/1/2034	597,543.51	266,907.79	330,635.72	10,345,675.78
20	6/1/2035	597,543.51	258,641.90	338,901.61	10,006,774.17
21	12/1/2035	597,543.51	250,169.36	347,374.15	9,659,400.02
22	6/1/2036	597,543.51	241,485.00	356,058.51	9,303,341.51
23	12/1/2036	597,543.51	232,583.54	364,959.97	8,938,381.54
24	6/1/2037	597,543.51	223,459.54	374,083.97	8,564,297.57
25	12/1/2037	597,543.51	214,107.44	383,436.07	8,180,861.50
26	6/1/2038	597,543.51	204,521.54	393,021.97	7,787,839.53
27	12/1/2038	597,543.51	194,695.98	402,847.53	7,384,992.00
28	6/1/2039	597,543.51	184,624.81	412,918.70	6,972,073.30
29	12/1/2039	597,543.51	174,301.82	423,241.69	6,548,831.61
30	6/1/2040	597,543.51	163,720.80	433,822.71	6,115,008.90
31	12/1/2040	597,543.51	152,875.21	444,668.30	5,670,340.60
32	6/1/2041	597,543.51	141,758.52	455,784.99	5,214,555.61
33	12/1/2041	597,543.51	130,363.88	467,179.63	4,747,375.98
34	6/1/2042	597,543.51	118,684.40	478,859.11	4,268,516.87
35	12/1/2042	597,543.51	106,712.92	490,830.59	3,777,686.28
36	6/1/2043	597,543.51	94,442.15	503,101.36	3,274,584.92
37	12/1/2043	597,543.51	81,864.62	515,678.89	2,758,906.03
38	6/1/2044	597,543.51	68,972.65	528,570.86	2,230,335.17
39	12/1/2044	597,543.51	55,758.38	541,785.13	1,688,550.04
40	6/1/2045	597,543.25	42,213.75	555,329.50	1,133,220.54
41	12/1/2045	398,362.34	28,330.51	370,031.83	763,188.71
42	6/1/2046	398,362.08	19,079.72	379,282.36	383,906.35
43	12/1/2046	199,181.17	9,597.66	189,583.51	194,322.84
44	6/1/2047	199,180.91	4,858.07	194,322.84	0.00



Polk County
Board of County Commissioners

Agenda Item H.2.

10/1/2024

SUBJECT

Approve Standard Grant Agreement No. QG010 between Polk County and State of Florida Department of Environmental Protection (FDEP) to fund the Wilson Ranch Reserve Hydrological Restoration Project. (one-time revenue \$7,500,000)

DESCRIPTION

In 2023, the County approved a comprehensive services agreement (CSA) #2023-059 with HGS, LLC d/b/a RES ENVIRONMENTAL OPERATING COMPANY ("RES"), to design and construct a proposed regional water quality treatment and wetland restoration project located where Saddle Creek and Peace Creek converge to form the headwaters of the Peace River (the "Project"). Once the Project is constructed, RES will monitor the pollutant loads, floodplain restoration levels, and exotic vegetation thresholds to ensure the Project has achieved desired water quality benefits. At the conclusion of a 25-year management period, RES will convey fee simple title for the Property and Project improvements to the County.

The CSA requires the County and RES to work together to secure State funding to fund the Project. Therefore, the County applied to the FDEP Water Quality Improvement Grant program in September 2023, requesting funds in the amount of \$7,500,000.00 with no match required. In the spring of 2024, FDEP notified the County that it was awarded the full funding requested.

Approval of this grant agreement allows Polk County to begin implementing the scope outlined in the FDEP grant. The major tasks for this grant agreement are to complete preconstruction work and initiate construction activities. Through CSA 2023-059 County will work closely with RES to execute the tasks of the FDEP grant #QC010 for \$7,500,000. There is no match requirement. The County will be reimbursed upon successful completion of the grant tasks.

The project has been approved by STAC.

RECOMMENDATION

Approve Standard Grant Agreement No. QG010 between Polk County and State of Florida Department of Environmental Protection (FDEP) to fund the Wilson Ranch Reserve Hydrological Restoration Project. (one-time revenue \$7,500,000)

FISCAL IMPACT

Funds are budgeted in the Special Revenue Grant Fund within the Parks and Natural Resources five

-year CIP.

CONTACT INFORMATION

Tabitha Biehl, Land and Water Natural Areas Manager
Parks and Natural Resources Division
(863) 534-7377

tabithabiehl@polk-county.net <mailto:tabithabiehl@polk-county.net>

Gaye Sharpe, Director
Parks and Natural Resources Division
(863) 534-7377

gayesharpe@polk-county.net <mailto:gayesharpe@polk-county.net>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Wilson Ranch Reserve Hydrologic Restoration Project	Agreement Number: QG010
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: Polk County, a political subdivision of the State of Florida	Entity Type: Local Government
Grantee Address: 4177 Ben Durrance Road, Bartow, FL 33830	FEID: 59-6000809
(Grantee)	

3. Agreement Begin Date: Upon Execution	Date of Expiration: October 31, 2027
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Lat/Long: (27.91258, -81.81812)
Project Description: The Grantee will complete design and permitting along with the start of construction. The hydrological restoration project will provide restoration of wetlands, floodplains, and portions where Saddle and Peace Creek converge. This restoration will improve water quality, resiliency, and ecological habitat.	

5. Total Amount of Funding: \$ 7,500,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WQIG, GAA LI 1712, FY 23-24, WPSPTF	\$ 7,500,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 7,500,000.00

6. Department's Grant Manager Name: Gabe Higginbotham <div style="text-align: right;">or successor</div> Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2173 Email: Gabe.Higginbotham@FloridaDEP.gov	Grantee's Grant Manager Name: Tabitha Biehl <div style="text-align: right;">or successor</div> Address: 4177 Ben Durrance Road Bartow, FL 33830 Phone: (863) 534-7374 Email: tabithabiehl@polk-county.net
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Polk County, a political subdivision of the State of Florida

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

W.C. Braswell, Chair

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Gabe Higginbotham, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

Attachment 1

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The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

4 of 13

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG010**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Wilson Ranch Reserve Hydrologic Restoration Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Wilson Ranch Reserve Hydrological Restoration Project

PROJECT LOCATION: The Project will be located in the City of Bartow within Polk County, a political subdivision of the State of Florida; Lat/Long (27.91258, -81.81812). See Figure 1 for a location map.

PROJECT BACKGROUND: The Project is designed to provide hydrologic and ecologic restoration of lands, where Saddle Creek and Peace Creek converge to form the headwaters of the Peace River, through the restoration of the floodplain and restoration of natural stream flows while improving the stream corridor which will incorporate natural materials and native vegetation into a design that brings the essential services of the stream back in balance. The Project will reduce nutrient contributions to the Peace River and restore wildlife habitat that was lost over time as a result of the site being ditched and drained for agricultural practices over many decades. The project is an addition to the County's Maximum Daily Load (TMDL) commitment to implementing projects to improve waters not attaining standards before receiving a Total

PROJECT DESCRIPTION: This hydrologic restoration project will provide restoration of wetlands, floodplain, and the portions of the stream within the project property to improve water quality, resiliency, and ecological habitat. The grant will fund the design and permitting of the project as well as the mobilization and start of construction. The funding will not result in a completed project.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete technical suitability and construction schedule of values, hydrologic and hydraulic modeling designs, a quality control plan, signed and sealed package, and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the designs completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will start mobilization of management, subcontractor coordination, shop drawing development, and initial site preparation.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$1,500,000	04/01/2024	06/30/2025
2	Construction	Contractual Services	\$6,000,000	05/01/2025	12/31/2026

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 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, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. 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 received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

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

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5, Exhibit 1 5 of 7

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects	\$7,500,000	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$7,500,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Attachment 5, Exhibit 1

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services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1
7 of 7

BGS-DEP 55-215
Revised 7/2019

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

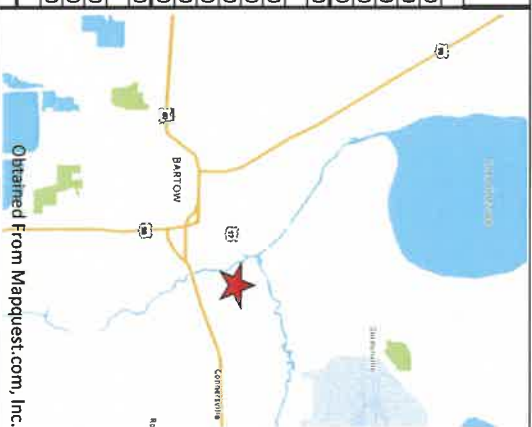
The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

Project # 5600088

Proposed FY2025 Community Investment Program / FY2025 - FY2029 Project Detail										Project No.									
GENERAL PROJECT DATA:			COMPREHENSIVE PLAN INFORMATION:				PROJECT NEED CRITERIA			PROJECT SCHEDULE									
Project Title:	Headwaters of Peace River - RES		Project listed in CIE?	No			Safety	Design/Arch	FY25	FY26	FY27	FY28	FY29						
Functional Area:	Water Resources		Comp. Plan reference:	3.104-B-D; 2.305-A			Mandate	Land/ROW	1	2	3	4	1	2	3	4			
Department:	Deputy County Manager		LOS/Concurrency Related:	No			Replace	Construct											
Location:	Countywide						Growth	Equipment	X										
PROJECT DESCRIPTION: Located along the Peace Creek Canal. This project is a public private partnership project, the landowner, RES, will be conducting all engineering, design, permitting and construction services through a Comprehensive Agreement executed by the Board. RES will provide a key turn restored and functioning treatment wetland project, one in which the ownership of the project and property will be transferred to the County at the completion and satisfaction of the agreement.															PROJECT RATIONALE (Include Additional LOS Detail, if necessary): This projects provides the opportunity to make water quality improvements and potential to increase water storage along the Peace Creek canal. The main goal of this project is to improve water quality through a streambank restoration, and marsh/wet prairie floodplain restoration.				
OPERATING BUDGET IMPACT: Not available at this time.															Oracle Account 11123.560537149 11187.560537149				
REPLACEMENT COUNTY PROPERTY NO.:																			
	Prior Cumul.	FY24 Budget	FY 24 Projected Expense	FY25 EXPENDITURE PLAN	FY26	FY27	FY28	FY29	Future Years	Proposed Project Total									
Design/Arch/Eng		1,500,000	0	1,500,000						1,500,000									
Land (or ROW)			0							0									
Construction			0	7,500,000						7,500,000									
Other				0						0									
Equipment				0						0									
Total Project Cost		1,500,000	0	9,000,000	0	0	0	0	0	9,000,000									
FUNDING PLAN																			
PRWC Peace Creek WPP 11123		1,500,000	0	1,500,000						1,500,000									
FDEP State WQ Assistance Gt RES 11187			0	7,500,000						7,500,000									
SW/FWMD				0						0									
ARP			0							0									
18001 SW MSTU			0							0									
14471/30201 Dm										0									
Total Funding		1,500,000	0	9,000,000	0	0	0	0	0	9,000,000									
OPERATING BUDGET IMPACT																			
Personal Svc.										0									
Non-personal										0									
Capital										0									
Total Operating																			



REQUEST FOR LEGAL SERVICES

TO: County Attorney's Office

Attention: Breezi Hicks

FROM: Tabitha Biehl Drawer #206 Ext. 534-7377 Mail: 206

DIV: Parks and Natural Resources

DATE: September 10, 2024

Request (In detail):

Polk County has been awarded a State of Florida Department of Environmental Protection (FDEP) Grant Agreement (Agreement #QG010) to implement preconstruction activities and start construction on the Wilson Ranch Reserve Hydrological Restoration Project. Polk County entered into a Comprehensive Agreement with HGS, LLC DBA RES Environmental Operating Company in 2023, to complete the Headwaters of Peace River project. The acceptance and implementation of the grant is Polk County's role as a part of that agreement.

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

Assign to: Breezi

Date:

County Attorney

SEP 12 2024

County Attorney Project No.: 2024-536

Logged out:

County Attorney

SEP 16 2024



Polk County
Board of County Commissioners

Agenda Item J.1.

10/1/2024

SUBJECT

Reappoint Eric Hinshaw as a Member (Seat 4) of the Industrial Development Authority, for the three-year term, November 7, 2024 through November 6, 2027.

DESCRIPTION

Purpose of Layboard: For the purpose of performing such acts necessary for the sound planning and development of Polk County, its industry, commerce and business.

Creating Authority: Special Act of the Legislature in 1969 and Chapter 159, Part III, Florida Statutes; Resolution 08-002.

Appointments: Nine members appointed by the Board of County Commissioners. At least one member of the IDA shall reside in each Commissioner's District and no more than three members may reside in the same District. No member shall hold dual office.

Term: Three years. Each member shall serve and continue to hold office until his successor is appointed. In the event of a vacancy in the office of any member during a term of office, the Board of County Commissioners shall appoint a successor for the period of the unexpired term.

Term Limits: No term limits.

Reason for appointment: Expiration of current term.

RECOMMENDATION

Reappoint Eric Hinshaw as a Member (Seat 4) of the Industrial Development Authority, for the three-year term, November 7, 2024 through November 6, 2027. (District 2 Appointment)

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Kay Suggs
Executive Assistant to the Board
KaySuggs@polk-county.net

ERIC HINSHAW

Chalet Suzanne Properties, Inc.- Owner

Refuge on the Ridge- Director

United Airlines- 787 Captain

PCTPO (Transportation Planning)- Citizen Advisory Committee- Aviation Committee Chair-
Member

Ridge Scenic Highway- Corridor Advisory Group- Member

Boy Scouts of America- Eagle Scout Review Board- Member

Lake of the Hills Home Owners Assoc.- Director

Unity in the Community, Lake Wales- Founding Member

Leadership Lake Wales- Member

Polk County Industrial Development Authority- Secretary

Polk County Joint Airport Zoning Board- Member

CFASSP (Aviation System Planning)- Member



Polk County
Board of County Commissioners

Agenda Item O.1.

10/1/2024

SUBJECT

Public Hearing (LDCPAL 2024-3 CR 640 Industrial Park CPA) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Map Amendment on 380 +/- acres to change the Future Land Use from Phosphate Mining (PM) to Industrial (IND). (No Fiscal Impact)

DESCRIPTION

This is an Applicant-Initiated request for a Future Land Use designation change from Phosphate Mining (PM) to Industrial (IND), on 380 acres in the Rural Development Area (RDA). Subject site is north of County Road 640, south of State Road 60, east of New Wales Road, and west of US 37. It is south of the City of Mulberry in Section 21, Township 30, Range 23

State law requires one Planning Commission hearing, which was held on June 5th, 2024, with a recommendation for approval (Vote 7:0). The transmittal hearing was held on August 6th, 2024. This is the adoption hearing after comments are received from the state.

RECOMMENDATION

Adopt,
Adopt as amended, or
Do Not Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA
Land Development Division
Planner II
863-534-7515
johnathansims@polk-county.net <mailto:johnathansims@polk-county.net>

**POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT**

DRC Date:	April 6, 2024	Level of Review:	4
PC Date:	June 5, 2024	Type:	Comprehensive Plan Amendment
BoCC Date:	August 6, 2024	Case Numbers:	LDCPAL-2024-3
	October 1, 2024	Case Name:	CR 640 Industrial Park CPA
Applicant:	David Carter, Carter & Kaye Engineering, LLC	Case Planner:	Johnathan Sims, Planner II

Request:	Future Land Use Designation for a Large-Scale Comprehensive Plan Map Amendment change from Phosphate Mining (PM) to Industrial (IND).
Location:	North of County Road 640, west of State Road 37, south of State Road 60, east of New Wales Road. It is south of the City of Mulberry in Section 21, Township 30, Range 23.
Property Owner:	Mims Properties LLC, Agrifos Mining LLC, Nichols Ranch LLC
Parcel Size/number:	380 +/- acres (233020-000000-014010, 233021-000000-042010, 233020-000000-011010, 233021-000000-043030)
Development Area:	Rural Development Area (RDA)
Nearest Municipality:	Mulberry
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7-0)
Public Comment:	None
Florida Commerce*	This staff report will be updated when the ORC is received

Location Map



Current Future Land Use Map



Summary

This is an Applicant-Initiated request for a Future Land Use designation change from Phosphate Mining (PM) to Industrial (IND), on 380 acres of a total 586 acres in the Rural Development Area (RDA). The subject site is part of the now released Agrifos Phosphate Mine.

Compatibility Summary

The subject site is bordered by Phosphate Mining (PM) designation to the west, south, and north. To the east and northeast is Agricultural/Rural Residential (A/RR). The A/RR is partially developed with residential uses. The Rural Development Area (RDA) is highlighted by providing areas for rural activities, such as agricultural uses, mining activities, areas to be available for future long-range urban expansion activities, and rural residential uses. The Industrial usage that is being pursued by the applicant is an allowed land use category for the RDA. The area is a collection of unincorporated parcels within the County with a scattered development of residential northeast of the subject site, but not immediately abutting.

Infrastructure Summary

The proposed CPA is not anticipated to degrade the Level-of-Service (LOS) standards for transportation, schools, and public safety facilities. The subject site will utilize the same public safety facilities as the existing PM FLU designation. School service will not be impacted as Industrial does not allow residential development, however, there is not capacity in the zoned middle and elementary schools at this time. The proposed Industrial (IND) Future Land Use (FLU) designation will generate less trips than phosphate mining use. However, the additional trips are not anticipated to degrade the level-of-service and final concurrency will be established during the later development stage and will limit the intensity of the development. The biggest limitation the site has is that it does not fall within a service area for utilities, so water and wastewater will need to be addressed before any development can occur.

Environmental Summary

The nearest lake to the parcel is Scott Lake to the northeast at over eight (8) miles away. There is a flood basin that runs through the northeast corner of the subject site. The soil available in this area is a large mixture of different types of soil and sand. The closest park to the site is Rolling Hills Park 4.7 miles to the southeast. There is an environmental land 1.69 miles to the north of the subject site in the North Prong of the Alafia River. The subject site is in a flood zone and wetland. There have been no sightings of protected species on the subject site, and the Species Evaluation Map does not show it to be a primary habitat area for any of the protected species of Florida. No historical or archaeological sites have been identified on the subject site. A thorough review of the environmentally sensitive areas will take place at the Level 2 Review.

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 2.108 (A1-A6): RDA Development Criteria
- Policy 2.113A (A1-A5): Industrial
- Policy 2.114A (A4) – Future Development of PM Land

Findings of Fact

Request and Legal Status

- LDCPAL-2024-3 is an applicant-initiated request for a Future Land Use designation change from Phosphate Mining (PM) to Industrial (IND) on 380 +/- acres.
- The subject site resides within the Rural Development Area (RDA).
- The subject site will be changing 380 +/- acres of a total 586 acres on the parcel.
- The subject site is part of a released phosphate mine called Agrifos.

Compatibility

- The existing uses surrounding the site are;
 - North – PM; Mosaic Fertilizer
 - West – PM; Mosaic Fertilizer.
 - East – A/RR; single-family housing
 - South – PM; Mosaic New Wales facility
- Staff is coordinating with the Phosphate Review Group to obtain any comments per Policy 2.114-A4, any comments received may result in updates to the Staff Report.

Infrastructure

- The zoned schools for the site are Purcell Elementary, Mulberry Middle, and Mulberry Senior High School.
- Fire and Ambulance responses are from Polk County Fire Rescue Station 4, located at 6949 Old Highway 37 in Bradley Junction, which is approximately 7.1 miles away with an estimated 14-minute response.

- The subject site is within the Southwest District Command Area for the Sheriff's office which is located at 4120 US Highway 98 South, Lakeland.
- The subject site is not in a water or wastewater utility provider. There are no lines built along County Road 640.
- A new water and wastewater facility is considered a Class III Utility which is a conditional use Level 2 Review in Phosphate Mining (PM) and Industrial (IND). However, the infrastructure element of the Comprehensive Plan requires any new wastewater facilities to have a design capacity of 100,000 gallons per day.
- The applicant stated in the Impact Assessment Statement that there will be a private water and wastewater facility constructed on site.
- The closest mass transit stop is 0.18 miles away on State Road 37, south of Mulberry, northeast of the subject site at Stop 1209. It is serviced by Citrus Connection on Line 21X.
- The nearest regional park is Rolling Hills Park 4.7 miles southeast of the subject site near the Jamison Road area. The closest environmental site is the North Prong of the Alafia River 1.69 miles northeast of the subject site.

Environmental

- The subject site's elevations have a wide variety starting from County Road 640 to the north end of the subject site. The southeast corner of the site has an elevation of about 105 feet at Anderson Road, and it slopes upwards moving west along the road to a high elevation of 140 feet in the southwest corner. Moving north, the elevation slopes up and down to a low of 109 feet at the northwest corner of the site. The northeast corner of the site goes to an overall low of 100 feet.
- The site is not located in a wetland or floodplain. There is a drainage basin that runs through the northeast corner of the site, and there is a small portion of wetland on the overall site, but it is not part of the subject site.
- The soil type for the subject site includes Pomona Fine Sand, Hydraquents (clayey), Arents-Water complex, Sparr sand (0 to 5 percent slopes), Urban land (0 to 2 percent slopes), Kendrick fine sand (0 to 5 percent slopes), Basinger mucky fine sand (frequently ponded, 0 to 1 percent slopes), Arents (clayey substratum), and Arents (0 to 5 percent slopes).
- Per the Polk Species Observation Map, there have not been any endangered species sightings on the subject site.
- 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 2.108-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-A2: DESIGNATION AND MAPPING** - The Future Land Use Map Series shall designate and map Rural-Development Area base areas for those areas of the County meeting the general characteristics of this Section.
 - **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, Agri-related Business-Park Centers, Office Centers, Phosphate Mining, Leisure/Recreation, Agricultural/Residential-Rural, Recreation and Open Space, Preservation, Institutional.
 - **POLICY 2.108-A4: OVERLAY DISTRICTS** - All Overlay Districts shall be permitted within RDAs in accordance with applicable criteria.
 - **POLICY 2.108-A5: DEVELOPMENT CRITERIA** - Development within RDAs shall be guided by the following criteria:

- a. The detailed criteria listed for each land use category permitted within the Rural-Development Area;
 - b. Elementary, middle and high schools and other community facilities and essential services will be allowed as conditional use, in accordance with the guidelines of the County's Land Development Code; and
 - c. Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement).
- **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.
 - 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 2.114-A4: FUTURE DEVELOPMENT OF PM LAND - Polk County shall promote the redevelopment of PM lands by encouraging master planned developments incorporating land uses permitted within Rural Development Areas. Applications for land use amendments will be reviewed by the "Phosphate Mining Review Group." The applicant will be required to submit appropriate data and analysis as required by the amendment process, a copy of the reclamation plan including the subject site(s), and narrative establishing how the proposed land use(s) follows or conforms to the reclamation plan. The proposal shall demonstrate consistency with the goals, objectives, and policies of the Plan, including, county-wide land use needs, compatibility with adjacent uses, and protection of existing natural resources.
 - The "Phosphate Mining Review Group" will be composed of a representative from each of the following agencies:
 - Department of Environmental Protection, Bureau of Mine Reclamation
 - Central Florida Regional Planning Council
 - Phosphate Mining Industry
 - Florida Institute of Phosphate Mining Research
 - Florida Fish and Wildlife Conservation Commission
 - Polk County Planning
 - Polk County Natural Resources
 - Polk County Cooperative Extension Services, Soils Conservation
 - These applications for land use amendments shall be reviewed by the Group prior to application being accepted by the County.
- POLICY 2.308-A1: Polk County shall use a combination of the best available information to develop a wetlands database and shall revise that database regularly as additional information becomes available.
- POLICY 2.308-A2: Polk County shall, to the greatest extent that is financially feasible, enhance degraded wetland systems found on the site of any County public works project undertaken.
- POLICY 2.308-A3: Polk County's development regulations shall encourage wetland species diversification and re-vegetation by natural or cultural means.
- POLICY 2.308-A4: Polk County shall enforce its existing wetlands regulations through the implementation of the land development code.

- POLICY 2.308-A5: Development within wetlands shall be limited in accordance to the policies stated in the Future Land Use Element "Wetland-Protection Areas" Section 2.123-C.
- POLICY 2.308-A6: Application for development near wetlands shall include a wetland delineation report to identify if a wetland is either isolated or within a wetlands system and provide for a mitigation strategy.

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 LDCPAL 2024-3**.

Planning Commission Recommendation: On June 5th, 2024, in an advertised public hearing, the Planning Commission voted (7:0) to recommend Approval of **LDCPAL-2024-3**.

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 PM; Mosaic Fertilizer	North PM; Mosaic Fertilizer	Northeast A/RR; residential development, single family detached
West PM; Mosaic Fertilizer	Subject Site PIX; undeveloped grove land	East A/RR; residential development, single family detached
Southwest PM; Mosaic Fertilizer	South PM; Mosaic New Wales facility	Southeast PM; Mosaic Fertilizer

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

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.

The subject site is 380 acres in the Phosphate Mining (PM) Future Land Use (FLU) designation. The site is mostly surrounded by other phosphate mining industries through Mosaic's New Wales Facility and Mosaic Fertilizer. There is a small area of residential single-family homes to the northeast and east of the site with access off of Anderson Road.

B. Infrastructure

The subject site has no access to water and wastewater, as there is no service provider available in this area of the County. However, the applicant has stated in their Impact Assessment Statement that a private water and wastewater servicer will be constructed in this area in the coming future. This is considered as a Class III Utility as a conditional use Level 2 Review in Industrial and Phosphate Mining. The infrastructure element requires any new wastewater facility to have a plant design capacity of 100,000 gallons per day.

Nearest Elementary, Middle, and High School

The schools zoned for the subject property are the zoned schools listed in Table 2 below.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2022-2023 School Year	Average driving distance from subject site
Purcell Elementary	0 students	110%	5.7 ± miles driving distance
Mulberry Middle School	0 students	115%	6 ± miles driving distance
Mulberry Senior High	0 students	82%	6.7 ± miles driving distance

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

There is capacity in the high school zoned for the subject site, but the elementary and middle schools are currently over capacity. However, Industrial does not allow for Residential development, so no students should be generated from this change.

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	Polk County Sheriff's Office Southwest District 4120 US Highway 98 South, Lakeland	20.7 +/- miles Priority 1 – 9:49 Priority 2 – 19:06
Fire/ EMS	Fire Rescue Station 4 6949 Old Highway 37 in Bradley Junction	7.1 +/- miles

Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for April 2024.

Water and Wastewater

A. Estimated Demand and Service Provider

Table 4 displays estimated water needs and wastewater generation rates at full buildout. Phosphate Mining (PM) and Industrial (IND) can allow equal square footage of uses. The main difference is uses in PM have to be phosphate related, whereas IND uses can be wide open. In addition, the Floor Area Ratio (FAR) in PM is 75%, but in IND it is 50%.

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity	Maximum Permitted in Existing Land Use PM	Maximum Permitted in Proposed IND
380 +/- acres	380 +/- acres 16,552,800 sq ft X 0.75 FAR = 12,414,600 sq ft	380 +/- acres 16,552,800 sq ft X 0.5 FAR = 8,276,400 sq ft
Potable Water Consumption	12,414,600 sq ft X 0.24 = 2,979,504 GPD	8,276,400 sq ft X 0.24 = 1,986,336 GPD
Wastewater Generation	2,979,504 GPD X 80% = 2,383,603 GPD	1,986,336 GPD X 80% = 1,589,069 GPD

Source: Estimating Maximum Feasible Buildout for Comprehensive Plan Amendment Evaluation, PM in the RDA 0.75 FAR and 0.24 GPD Water, 80% Wastewater for Warehouse; IND in the RDA 0.5 FAR and 0.24 GPD Water, 80% Wastewater for Warehouse.

B. Available Capacity

Since water and wastewater are not available in this area, there is no capacity information to report. Table 4 provides a scenario of the maximum buildout project of the subject site, as well as the impacts it may have on water and wastewater services based upon the maximum development potential in the current land use designation PM, and the proposed land use classification IND.

Per the Polk County Utilities GIS, the nearest fire hydrant is 3.4 miles to the southeast of the subject site.

C. Planned Improvements

There are no planned improvements scheduled for this area of the County.

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 proposed request will generate less traffic than the current Future Land Use designation.

Table 5 Estimated Transportation Impact Analysis

Permitted Intensity	Maximum Permitted in Existing Land Use PM	Maximum Permitted in Proposed IND
380 +/-acres	380 +/- acres 16,552,800 sq ft sq ft X 0.75 FAR = 12,414,600 sq ft / 1,000 = 12,415 sq ft	380 +/- acres 16,552,800 sq ft sq ft X 0.5 FAR = 8,276,400 sq ft / 1,000 = 8,276 sq ft
Average Annual	12,415 sq ft X 4.87 AADT (92% New Trips) = 60,459 Trips	8,276 sq ft X 4.87 AADT (92% New Trips)= 37,880 Trips
PM Peak	12,415 sq ft X 0.65 PM Peak Hour AADT = 8,070 Trips	8,276 sq ft X 0.65 PM Peak Hour AADT = 5,380 Trips

Source: Polk County Concurrency Manual, BPC-Warehouse, Institute of Transportation Engineers (ITE) Code 150, General Light Industrial for PM and IND, 4.87 AADT and 0.65 PM Peak Hours (92% new trips).

B. Available Capacity

The roads surrounding the subject site all have sufficient capacity availability for about 490,750 square feet of development. State Road 37 to the east is a Minor Arterial Road with a “B” Level of Service. County Road 640, which the subject site directly accesses, is a Minor Arterial Road that also has a “B” Level of Service. It is important to note that the PM Peak Hour Traffic in either PM or IND is more than what is available as displayed in Table 6, following this paragraph. The applicant has provided a traffic study (attached separately).

Table 6 Road Links

Link #	Road Name	Current Level of Service (LOS)	Available Peak Hour Capacity	Minimum LOS Standard	5-Year Peak Hr Projected LOS
4069E	CR 640 (PINECREST RD)	B	622	C	B
4069W	CR 640 (PINECREST RD)	B	611	C	B
5802N	SR 37 (CR 640 to Alafia River North Prong)	B	755	D	B
5802S	SR 37 (CR 640 to Alafia River North Prong)	B	773	D	B

Source: 2023 Roadway Network Database

C. Roadway Conditions

County Road 640 is currently in Good condition.

D. Sidewalk Network

There are no sidewalks on County Road 640. The closest sidewalk connection is over three (3) miles away to the northeast on State Road 37, just south of Mulberry.

E. Planned Improvements:

There are currently no planned County improvements along any of the traffic links.

F. Mass Transit

The closest mass transit stop is 0.18 miles away on State Road 37, south of Mulberry, northeast of the subject site at Stop 1209. It is serviced by Citrus Connection on Line 21X

Park Facilities:

The nearest regional park is Rolling Hills Park 4.7 miles southeast of the subject site near the Jamison Road area.

A. Location:

The nearest regional park is Rolling Hills Park 4.7 miles southeast of the subject site near the Jamison Road area.

B. Services:

Rolling Hills Park has a picnic area and an open field that can be used for various activities.

C. Multi-use Trails:

The closest free hiking trail is the Alafia River Reserve which is 10.4 miles away from the subject site.

D. Environmental Lands:

The subject site is southeast of the Alafia River's North Prong, which are the closest environmental lands to the 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 does not contain any surface water. The elevation does have many changes across the entirety of the site. There are wetlands and flood zones to be aware of on the subject site. The soils on site are a wide variety. There are no wells, protected species, or archeological issues on the subject site.

A. Surface Water:

There are no surface waters on the subject site. The subject site's elevations have a wide variety from County Road 640 to the north end of the subject site. The southeast corner of the site has an elevation of about 105 feet, and it slopes upwards moving west along the road to a high elevation of 140 feet in the southwest corner. Moving north, the elevation slopes up and down to a low of 109 feet at the northwest corner of the site. The northeast corner of the site goes to an overall low of 100 feet.

B. Wetlands/Floodplains:

There are floodplains on the subject site. There is Flood Zone A on the north to eastern edges and a small portion of the site. Also, there is a portion of wetlands on the overall parcels on the north, east, and southeast areas. Finally, there is a flood basin that runs along the northeast to east corners of the subject site. The fingers of proposed IND extending to the northeast and east cross a flood area with wetlands. Since the property has access to County Road 630, impacts to the wetlands will most likely not be consistent with the Comprehensive Plan.

C. Soils:

Table 7, which follows, lays out the various types of soil and sand that are available on this subject site.

Table 7 Soil Types (Per the Applicant's IAS)

Soil Name	Septic Tank Absorption Field Limitations	Limitations Dwellings Basements to w/o	% of Site (approximate)
Pomona Fine Sand	Severe: wetness, percs slowly	Severe: wetness	3.4%
Hydraquents, clayey	Severe: ponding, percs slowly	Severe: ponding, shrink-well	0.1%
Arents-Water complex	None	None	35.3%
Sparr sand, 0 to 5 percent slopes	Severe: wetness, poor filter	Moderate: wetness	3.6%
Urban land, 0 to 2 percent slopes	None	None	5.1%
Kendrick fine sand, 0 to 5 percent slopes	Slight	Slight	1.8%
Basinger mucky fine sand, frequently ponded, 0 to 1 percent slopes	Severe: ponding, poor filter	Severe: ponding	3.5%
Arents, clayey substratum	None	None	0.4%
Arents, 0 to 5 percent slopes	None	None	46.3%

Source: Soil Survey of Polk County, Florida

The subject site does not have acceptable soils for septic systems. The applicant has indicated they will be constructing a private water and wastewater facility in this area.

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.

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 on a wellfield and does not have a well on site. There is no water or wastewater on site, but the applicant has indicated they will be constructing a private water and wastewater facility in this area.

G. Airports:

The site is not within an Airport Impact District.

Economic Factors:

No Economic Factors will be impacted by this request.

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 Industrial uses within the Rural Development Area, and Industrial is an allowable use next to Phosphate Mining which is the majority of what surrounds the site. Agricultural/Rural Residential (A/RR) is a permissible neighboring use to Phosphate Mining in the Rural Development Area (RDA). Therefore, this request is compatible with the surrounding area.
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 bypassed in favor of development more distant from services and existing Communities.	The lands surrounding the subject site are primarily being used by Mosaic for various Phosphate Mining uses. County Road 640 is primarily used for mining and industrial purposes. Per the applicant, they will be constructing a private water and wastewater facility to serve this area. The subject site is not at an intersection which limits the developability of the site.

Comprehensive Plan Policy	Consistency Analysis
<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>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;</p> <p>b. nearness to agriculture-production areas;</p> <p>c. distance from populated areas;</p> <p>d. economic issues, such as minimum population support and market-area radius (where applicable);</p> <p>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. 	<p>The timing of this request is consistent in that as land finishes the reclamation process, it becomes suitable for other development. Industrial is one of the top suggestions for converted phosphate mining land since the uses are similar in intensity. The applicant has stated that they are planning on constructing private water and wastewater facilities in this area of the County in the future, but no connections are currently available for either. Fire and Sheriff are available but with higher-than-average response times. Schools that are zoned for the site are anticipated to have capacity issues, but Industrial does not generate students so that will not be an issue. The subject site directly accesses onto County Road 640.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>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.</p> <p>POLICY 2.108-A2: DESIGNATION AND MAPPING - The Future Land Use Map Series shall designate and map Rural-Development Area base areas for those areas of the County meeting the general characteristics of this Section.</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, Agri-related Business-Park Centers, Office Centers, Phosphate Mining, Leisure/Recreation, Agricultural/Residential-Rural, Recreation and Open Space, Preservation, Institutional.</p> <p>POLICY 2.108-A4: OVERLAY DISTRICTS - All Overlay Districts shall be permitted within RDAs in accordance with applicable criteria.</p> <p>POLICY 2.108-A5: DEVELOPMENT CRITERIA - Development within RDAs shall be guided by the following criteria:</p>	<p>Utilities are not readily available for this site, as is common in Rural Development Areas. Industrial is an allowable use in the RDA. Public safety services are available.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>a. The detailed criteria listed for each land use category permitted within the Rural-Development Area;</p> <p>b. Elementary, middle and high schools and other community facilities and essential services will be allowed as conditional use, in accordance with the guidelines of the County's Land Development Code; and</p> <p>c. Be designed to facilitate the provision of public safety services (i.e., fire, EMS and law enforcement).</p>	
<p>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.</p> <p>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.</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>The subject site is 380 acres of a total 586 acres of land, so it is a sizeable allotment of land for Industrial uses. However, this means it will also be able to provide ample buffering and setbacks from any neighboring developments, such as the scattering of houses to the northeast of the site. This will help with mitigating any odor, sounds, or lights that emanate from the development. It directly accesses County Road 640, a Minor Arterial Road, which is appropriate for Industrial uses.</p>

Comprehensive Plan Policy	Consistency Analysis
<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>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:1.arterial roads;2.collector roads, if the subject parcel is within 2 miles of an intersecting arterial road; or3.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.</p> <p>g. Applications for establishment of an Industrial district shall include a plan consistent with Policy 2.110-L5.</p> <p>POLICY 2.113-A4: DEVELOPMENT CRITERIA - Development within an Industrial area shall conform to the following criteria:</p> <p>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</p>	

Comprehensive Plan Policy	Consistency Analysis
<p>uses also include any use found within a Business-Park Center.</p> <p>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.</p> <p>c. Industrial sites shall be designed to provide for:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1.adequate parking to meet the demands of the use; and <input type="checkbox"/> 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. <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	

Comprehensive Plan Policy	Consistency Analysis
<p>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.</p> <p>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.</p> <p>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.</p>	
<p>POLICY 2.114-A4: FUTURE DEVELOPMENT OF PM LAND - Polk County shall promote the redevelopment of PM lands by encouraging master planned developments incorporating land uses permitted within Rural Development Areas. Applications for land use amendments will be reviewed by the "Phosphate Mining Review Group." The applicant will be required to submit appropriate data and analysis as required by the amendment process, a copy of the reclamation plan including the subject site(s), and narrative establishing how the proposed land use(s) follows or conforms to the reclamation plan. The proposal shall demonstrate consistency with the goals, objectives, and policies of the Plan, including, county-wide land use needs, compatibility with adjacent uses, and protection of existing natural resources.</p> <p>o The "Phosphate Mining Review Group" will be composed of a representative from each of the following agencies:</p>	<p>Phosphate Mining lands that have been reclaimed should be used for uses that are allowable in the RDA. Industrial is allowable in the RDA and is the primary suggested use for converted Phosphate Mining land.</p>

Comprehensive Plan Policy	Consistency Analysis
<p><input type="checkbox"/> Department of Environmental Protection, Bureau of Mine Reclamation</p> <p><input type="checkbox"/> Central Florida Regional Planning Council</p> <p><input type="checkbox"/> Phosphate Mining Industry</p> <p><input type="checkbox"/> Florida Institute of Phosphate Mining Research</p> <p><input type="checkbox"/> Florida Fish and Wildlife Conservation Commission</p> <p><input type="checkbox"/> Polk County Planning</p> <p><input type="checkbox"/> Polk County Natural Resources</p> <p><input type="checkbox"/> Polk County Cooperative Extension Services, Soils Conservation</p> <p><input type="checkbox"/> These applications for land use amendments shall be reviewed by the Group prior to application being accepted by the County.</p>	
<p>POLICY 2.308-A1: Polk County shall use a combination of the best available information to develop a wetlands database and shall revise that database regularly as additional information becomes available.</p> <p>POLICY 2.308-A2: Polk County shall, to the greatest extent that is financially feasible, enhance degraded wetland systems found on the site of any County public works project undertaken.</p> <p>POLICY 2.308-A3: Polk County's development regulations shall encourage wetland species diversification and re-vegetation by natural or cultural means.</p> <p>POLICY 2.308-A4: Polk County shall enforce its existing wetlands regulations through the implementation of the land development code.</p> <p>POLICY 2.308-A5: Development within wetlands shall be limited in accordance to the policies stated</p>	<p>Development on this site will not be allowed to infringe upon or disturb any wetlands. Wetlands run along the northern to eastern edge of the subject site in its entirety.</p>

Comprehensive Plan Policy	Consistency Analysis
<p>in the Future Land Use Element "Wetland-Protection Areas" Section 2.123-C.</p> <p>POLICY 2.308-A6: Application for development near wetlands shall include a wetland delineation report to identify if a wetland is either isolated or within a wetlands system and provide for a mitigation strategy.</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	PM and IND Conditional Uses

Applicant's submitted documents and ordinance as separate files



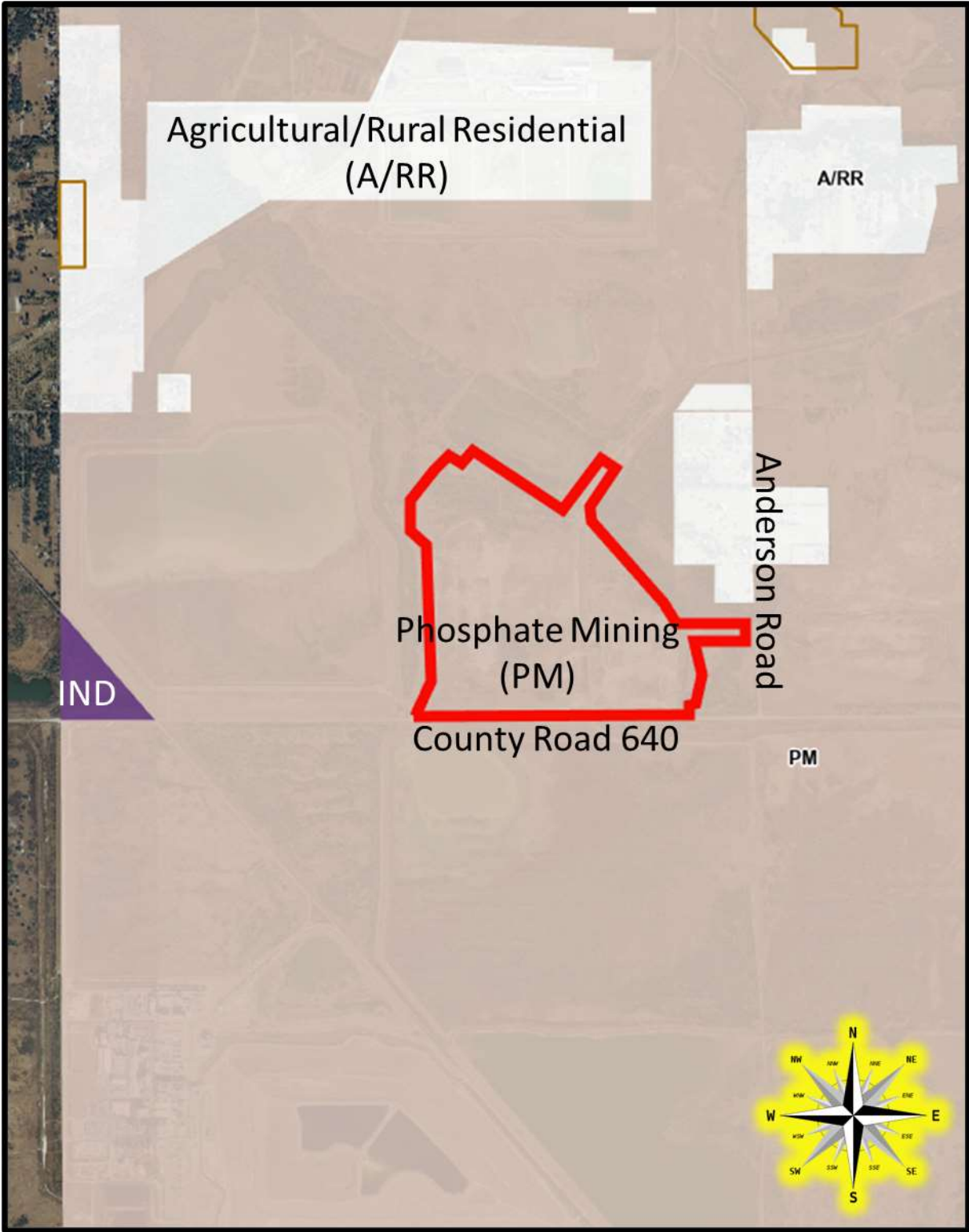
LOCATION MAP



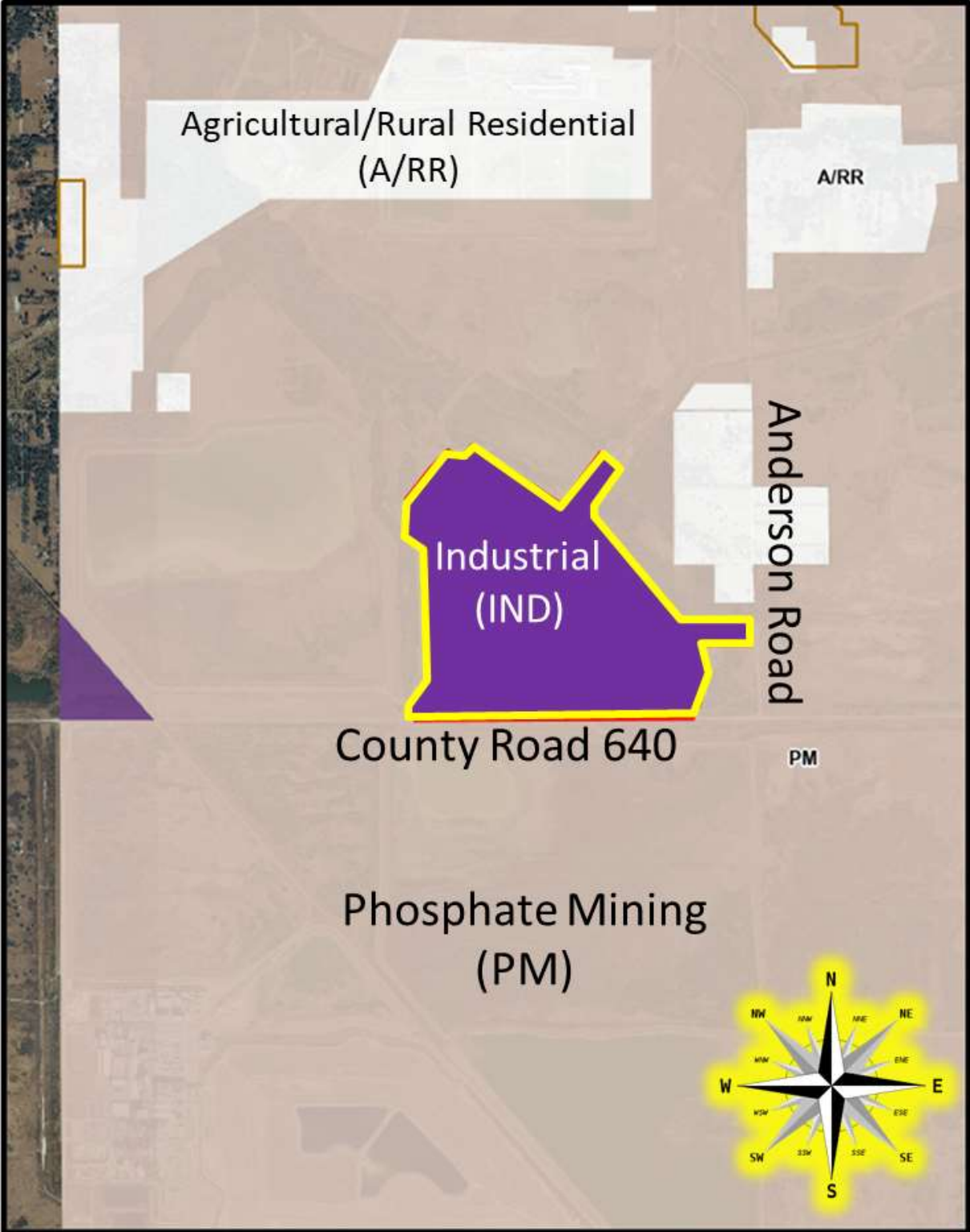
2023 AERIAL PHOTO CONTEXT



2023 AERIAL PHOTO CLOSE UP



CURRENT FLUM
Phosphate Mining (PM)



PROPOSED FLUM
Industrial (IND)

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
PM	Animal Farm- Intensive, Farming General, Kennels- Boarding and Breeding, Livestock Sale- Auction, Nurseries and Greenhouses, Utilities- Class I, Utilities- Class II, Veterinary Service	Family Farm, Recreation- Passive, Riding Academies, Farm Worker Dormitory- Apartment Style, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Community Center, Convenience Stores- Isolated, Cultural Facility, Heavy Machinery Equipment Sales and Services, Heliports, Helistops, Manufacturing- Explosives/ Volatile Material, Manufacturing- General, Manufacturing- Light, Motor Freight Terminal, Recreation- Low Intensity, Religious Institution, Research & Development, School- Technical/Vocational/Trade & Training, Solar Electric-Power Generation Facility, Utilities- Class III	Farm Worker Dormitory- Barrack Style, Planned Development, Agricultural Support- Off-Site, Breeding- Boarding- and Rehabilitation Facility- Wild or Exotic, Government Facility, Lime Stabilization Facility, Mining- Non-phosphate, Railroad Yard, Recreation- High Intensity, School- Leisure/Special Interest, Water Ski Schools, Airport, Gypsum Stack, Hazardous Waste Transfer- Storage, Hazardous Waste Treatment Facilities, Mining- Phosphate, Power Generation- Certified, Power Plants- Non-Certified- High, Power Plants Non-Certified- Low

PM CONDITIONAL USES

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
IND	Agricultural Support- Off-Site, Animal Farm- Intensive, Commercial Vehicle Parking, Crematorium, Farming General, Government Facility, Heavy Machinery Equipment Sales and Services, Kennels- Boarding and Breeding, Livestock Sale- Auction, Manufacturing- Explosives/ Volatile Material, Manufacturing- General, Manufacturing- Light, Motor Freight Terminal, Nurseries and Greenhouses, Office, Personal Service, Printing & Publishing, Research & Development, School- Technical/Vocational/Trade & Training, Studio- Production, Transit- Commercial, Transit- Facility, Utilities- Class I, Utilities- Class II, Vehicle Repair- Auto Body, Vehicle Service- Mechanical, Warehousing/Distribution	Alcohol Package Sales, Bars- Lounges- and Taverns, Golf Course, Recreation- Passive, Farm Worker Dormitory- Barrack Style, Breeding- Boarding- and Rehabilitation Facility- Wild or Exotic, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Community Center, Convenience Stores- Isolated, Cultural Facility, Financial Institution, Financial Institution- Drive Through, Gas Station, Heliports, Helistops, Hotels and Motels, Medical Marijuana Dispensaries, Nurseries- Retail, Recreational Vehicle Storage, Religious Institution, Restaurant- Drive-thru/Drive-in, Restaurant- Sit-down/Take-out, Retail- 10-000 – 34-999 sq. ft., Retail- 35-000 - 64-999 sq. ft, Retail- Less than 10-000 sq. ft., Self-storage Facility, Solar Electric-Power Generation Facility, Utilities- Class III, Vehicle Recovery Service/Agency, Veterinary Service	Planned Development, Construction Aggregate Processing, Construction Aggregate Storage, Lime Stabilization Facility, Mining- Non-phosphate, Railroad Yard, Retail- More than 65-000 sq. ft., Salvage Yard, School- Leisure/Special Interest, School- University/College, Seaplane Base, Water Ski Schools, Airport, Hazardous Waste Transfer- Storage, Power Plants- Non-Certified- High, Power Plants Non-Certified- Low

IND CONDITIONAL USES

ORDINANCE No. 24 - ?

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAL 2024-3**; AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED TO CHANGE THE FUTURE LAND USE DESIGNATION ON 380 ACRES OF PHOSPHATE MINING (PM) INTO INDUSTRIAL (IND) IN THE RURAL DEVELOPMENT AREA (RDA). THE SUBJECT SITE IS LOCATED ON THE WEST SIDE OF STATE ROAD 37, NORTH OF COUNTY ROAD 640, SOUTH OF STATE ROAD 60, EAST OF NEW WALES ROAD, SOUTHWEST OF THE CITY OF MULBERRY IN SECTION 20, 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 163.3184, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Large-Scale Comprehensive Plan Amendments; and

WHEREAS, Application LDCPAL 2023-4 is an applicant-initiated application to change the future land use designation of 380 +/- acres from Phosphate Mining (PM) in the Rural Development Area (RDA) to Industrial (IND) in the Rural Development Area (RDA) (the "Amendment"); 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, Amendment on June 5th, 2024; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners on August 6th, 2024, held an initial public hearing and authorized transmittal of the Amendment to the Department of Economic Opportunity (DEO) for written comment, and

WHEREAS, DEO, by letter dated _____, 2024 transmitted objections, recommendations, and comments on the Amendment; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the Amendment on October 1st, 2024; and

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

WHEREAS, the Board of County Commissioners has considered the data and analysis contained within the staff report; and

WHEREAS, the Amendment is consistent with Chapter 163, FS, and the Polk County Comprehensive Plan.

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

SECTION 1: LEGISLATIVE FINDINGS OF FACT

The findings of fact set forth in the recitals to this Ordinance are true and correct and hereby adopted.

SECTION 2: 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 380 acre site from Phosphate Mining (PM) to Industrial (IND) in the Rural Development Area (RDA) on the parcel listed below and graphically depicted on the parcel map in Attachment “A”.

Parcels included:

233020-000000-014010

COMM AT NW COR OF SEC 20 RUN S 248.23FT TO POB RUN E 1112.55 FT S 57 DEG14'00"E 2921.77 FT
 RUN S 02 DEG 24'01"E392.31 FT RUN S 02 DEG 37'41"W 281.49 FT RUN S 01 DEG 25'49"E 1002.98 FT
 RUN S 01DEG 52'05"E 1792.87 FT TO S LN OF SEC 20 RUN W 3130.59 FT RUN N 2982.07 FT RUN N35 DEG
 17'01"W 838.57 FT TO W LN OF SEC20 RUN N 1391.67 FT TO POB LESS R/W FOR CR S-640 & LESS THAT
 PT LYING WITHIN FOLL: BEG NW COR OF SEC S00-01-21W ALONG W LINE SEC 1639.89 FT S35-16-
 50E 838.57 FT S00-48-10 E 2947.14 FT TO NLYR/W CR 640 N89-45-30E ALONG R/W 240.69 FT N27-05-06E
 690.10 FT N02-24-47W 1416.56 FT N02-16-57W 962.77 FT N47-40-26W 371.12 N00-10-29W 510.23 FT
 N41-47-15E 454.64 FT N36-50-38E 211.54 FT N46-04-17E 315.75 FT S68-38-44E 257.25 FT N41-39-37E
 276.92 FT N57-13-49W 802.04 FT N41-16-23E 228.73 FT N41-21-04E 101.21 FT TO N LINE SEC W TO POB
 LESS ALL PHOSPHATE INTEREST IN THAT PART DESC IN OR 5188 PG 2210

233021-000000-042010

BEG AT SW COR SEC 21 RUN E 1450.35 FT TO CENTERLINE OF ANDERSON RD RUN N 03 DEG 04'10"W
 ALONG SAID CENTERLINE 1548.45 FT RUN S 88 DEG 39'42"W 233.71 FT RUN W 765.64 FT TO BEG OF
 CURVE TO LEFT RUN SWLY ALONG SAID CURVE 116.43 FT RUN S 35 DEG 25'09"W 74.23 FT TO BEG OF
 CURVE TO LEFT RUN SWLY ALONG SAID CURVE 103 FT RUN S 20 DEG 51'08"E 71.94 FT TO BEG OF CURVE
 TO RIGHT RUN SELY ALONG SAID CURVE 100.41 FT RUN S 12 DEG 11'01"W 90.71 FT RUN S 08 DEG
 18'48"W 313.80 FT RUN S 06 DEG 03'00"W 237.47 FT TO BEG OF CURVE TO RIGHT RUN SWLY ALONG SAID
 CURVE 186.99 FT RUN S 69 DEG 04'19"W 27.67 FT RUN N 82 DEG 23'20"W 23.55 FT TO W LN OF SEC 21
 RUN S 393.50 FT TO POB LESS R/W FOR ANDERSON RD & LESS R/W FOR CR S-640

233021-000000-043030

THAT PT OF SW 1/4 OF SEC LYING WLY OF ANDERSON RD LESS NE 1/4 OF NW 1/4 OF SW 1/4 & LESS BEG AT
 SW COR SEC 21 RUN E 1450.35 FT TO CENTERLINE OF ANDERSON RD RUN N 03 DEG 04'10"W ALONG
 SAID CENTERLINE 1548.45 FT RUN S 88 DEG 39'42"W 233.71 FT RUN W 765.64 FT TO BEG OF CURVE TO
 LEFT RUN SWLY ALONG SAID CURVE 116.43 FT RUN S 35 DEG 25'09"W 74.23 FT TO BEG OF CURVE TO
 LEFT RUN SWLY ALONG SAID CURVE 103 FT RUN S 20 DEG 51'08"E 71.94 FT TO BEG OF CURVE TO RIGHT
 RUN SELY ALONG SAID CURVE 100.41 FT RUN S 12 DEG 11'01"W 90.71 FT RUN S 08 DEG 18'48"W 313.80
 FT RUN S 06 DEG 03'00"W 237.47 FT TO BEG OF CURVE TO RIGHT RUN SWLY ALONG SAID CURVE
 186.99 FT RUN S 69 DEG 04'19"W 27.67 FT RUN N 82 DEG 23'20"W 23.55 FT TO W LN OF SEC 21 RUN S
 393.50 FT TO POB LESS R/W FOR ANDERSON RD & LESS R/W FOR CR S-640

233020-000000-011010

THAT PT OF SECTIONS 17 & 20 DESC AS: COMM AT NW COR OF SEC 20 RUN S 248.23 FT RUN E 1112.55 FT TO POB RUN S 57 DEG 14'00"E 2921.77 FT RUN S 02 DEG 24'01"E 392.31 FT RUN S 02 DEG 37'41"W 281.49 FT RUN S 01 DEG 25'49"E 1002.98 FT RUN S 01 DEG 52'05"E 1792.87 FT TO S LN OF SEC 20 RUN E ALONG S LN OF SEC 20 TO SE COR OF SAID SEC RUN N ALONG E BDRY OF SEC TONE COR OF SEC 20 RUN S 89 DEG 46'02"W 245.38 FT ALONG N BDRY SEC 20 RUN S 44 DEG 57'34"W 361.82 FT RUN S 41 DEG 36'36"W 847.31 FT RUN N 33 DEG 13'49"W 302.85 FT RUN N 30 DEG 58'14"E 98.06 FT RUN N 66 DEG 40'25"W 462.76 FT RUN N 47 DEG 13'09"W 210.19 FT RUN N 56 DEG 31'34"W 955.68 FT RUN N 64 DEG 40'44"W 275.38 FT RUN N 57 DEG 52'59"W 485.92 FT RUN N 80 DEG 26'17"W 155.49 FT RUN S 37 DEG 19'35"W 194.75 FT RUN S 40 DEG 20'53"W 840.23 FT RUN S 41 DEG 16'12"W 228.73 FT TO POB LESS R/W FOR SR S-640 & LESS PHOSPHATE INTEREST IN SEC 20 AS DESC IN OR 5188 PG 2210

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.

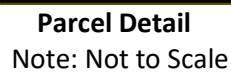
SECTION 4: EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Economic Opportunity posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

SECTION 5: FILING WITH THE DEPARTMENT OF STATE:

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

<p>LDCPAL 2024-3</p> <p>Land Use: PM to IND (380 ± acres)</p> <p>Location: The site is located on the west side of State Road 37, north of County Road 640, east of New Wales Road, and south of State Road 60.</p> <p>Section-20 Township-30 Range-23</p>
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LDCPAL-2024-3 - N. 640 Industrial Park

Menu

Reports

Help

Application Name: [N. 640 Industrial Park](#)

File Date: [03/07/2024](#)

Application Type: [BOCC-CPA Large](#)

Application Status: [Approved for Hearing](#)

Application Comments:

View ID	Comment	Date
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Description of Work:

Applicant is requesting a large scale comprehensive plan amendment on 380 +/- acres from PM to IND in the RDA. Site will access CR 640 and lies just east of County L Road and west of SR 37 South of Mulberry. Request includes Parcel 23302-0000000-014010 and a portion of parcels 23302-0000000-011010 and 233021-000000-0430 and 233021-000000-042010.

Application Detail:

Detail

Address: [ANDERSON RD, MULBERRY, FL 33860](#)

Parcel No: [233021000000043030](#)

Owner Name: [AGRIFOS MINING L L C](#)

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Kris Kaye	Carter and Kaye...	Applicant	Mailing, 137 Fifth St ...	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:

[\\$10,128.25](#)

Total Fee Invoiced:

[\\$10,128.25](#)

Balance:

[\\$0.00](#)

Custom Fields:

LD_GEN_PUB

PUBLIC HEARINGS

Development Type

[Board of County Commissioners](#)

Variance Type

[-](#)

Affordable Housing

[-](#)

Application Type

[CPA Not In](#)

[Selected Area Plan](#)

Brownfields Request

[-](#)

Type of Acreage

[-](#)

GENERAL INFORMATION

Expedited Review

[-](#)

Number of Lots

[-](#)

Will This Project Be Phased

[-](#)

Acreage

[380](#)

DRC Meeting

[04/06/2024](#)

DRC Meeting Time

[-](#)

Rescheduled DRC Meeting

[-](#)

Rescheduled DRC Meeting Time

[-](#)

Green Swamp

[No](#)

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

[Non-Exempt](#)

Code Violation Case Number

[-](#)

ADVERTISING

Legal Advertising Date

[-](#)

BOCC1 Advertising Date

[-](#)

BOCC2 Advertising Date

[-](#)

Advertising Board

[Board of County Commissioners](#)

MEETING DATES

Community Meeting

[-](#)

Planning Commission Date

[6/5/2024](#)

Land Use Hearing Officer 3

[-](#)

1st BOCC Date

[8/6/2024](#)

2nd BOCC Date

[10/1/2024](#)

LUHO-Level 3

[-](#)

HEARING

PC Hearing Results

[-](#)

PC Vote Tally

[-](#)

151

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

[POLKCO-24EST-00000-08717](#)

RequiredDocumentTypesComplete

[Yes](#)

DocumentGroupforDPC

[DIGITAL PROJECTS LD](#)

AdditionalDocumentTypes

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

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

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

[nt, Inspections, Miscellaneous, Plats, Record Drawin](#)

[gs, Response Letter, Resubmittal Complete, Staff R](#)

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

DigitalSigCheck

[Yes](#)

RequiredDocumentTypes

-

Activate DPC

Activate FSA

[Yes](#)

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement

[✓](#)

SELECTED AREA PLANS

[Selected Area Plans](#)

LAND USE

[Selected Area Plan LU Code](#)

[Not in an SAP](#)

PM-Phosphate Mining

DEVELOPMENT AREA

[Development Area](#)

[Rural](#)

NOR

[Neighborhood Organization Registry \(NOR\)](#)

PUBLIC MAILERS

Posting Board	Number of Boards (Number)	Number of Mailers (Number)	Date Mailed	Date Posted	NOR
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PC	5	29	05/07/2024	05/20/2024	
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BOCC 1	5			05/20/2024	
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BOCC 2	5			05/20/2024	
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Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	Application Submittal	Margo White	Application ...	03/14/2024	Margo White
	Surveying Review	Steve McQuaig	Approve	04/30/2024	Steve McQuaig
	Roads and Drainage Review	Phil Irvén	Approve	03/15/2024	Phil Irvén
	Engineering Review	Robert Joynes	Approve	03/22/2024	Robert Joynes
	Fire Marshal Review	Kim Turner	Not Required	03/18/2024	Kim Turner
	Planning Review	Johnathan Sims	Approve	03/27/2024	Johnathan Sims
	School Board Review		Not Required	04/30/2024	Margo White
	Review Consolidation	Margo White	Approved for...	04/30/2024	Margo White
	Staff Report				
	Public Notice				
	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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N. 640 INDUSTRIAL PARK
DEMONSTRATION OF NEED

Meeting Marked Demands & Outweighing Adverse Impacts

A number of sites were converted from PM to Industrial around 10 years ago in the vicinity. Because of either site conditions limiting short term development, or those sites already being developed/in process of sales, only one of those Industrial sites remains available. This indicates a strong demand for these types of development sites. In addition, the owner reports a number of requests for new industrial sites in this area.

This proposed change outweighs adverse impacts to public facilities and environmental resources primarily by avoiding those impacts in the first place. The site will utilize existing CR 640 and then SR 37, both of which have available capacity for access. Fire protection, water and sanitary sewer collection and treatment will be provided by the developer onsite or nearby. There are few pristine wetlands onsite, and the developer has a large number of wetland mitigation credits available from previous nearby wetland creation efforts. By avoiding or mitigating such impacts, the amendment will meet the market demands for business expansion without adverse effects on the County.

Excess Vacant Land Analysis

There is currently only one industrial site in the immediate area available for sale or short-term development. We reviewed all nearby Industrial sites with this developer and he indicates a strong market demand exists for this type use and there are very little offerings for potential buyers/users.

We feel the above demonstrates that the County has a healthy development history for this designation. Furthermore, industrial sites of this size are difficult to assemble, and so this will provide a needed area for this use.

Why Now and Why at This Location

The change is needed at this time because market demands indicate that additional space of this size is not currently available to serve the county's expanding manufacturing and warehousing customer base.

This location has excellent access to the state highway system and although there are a number of industrial sites in the vicinity, many are already developed and/or are associated with the phosphate mining industry. There are few environmental concerns.

For Text Amendments, please provide a narrative discussing why the text amendment is needed and what other alternatives besides the request have been or could be sought as a remedy?

N/A, this is a map amendment request.

An **Analysis of Economic Issues** *[Minimum population support and market area radius (where applicable)]* is required when requesting a Land Use amendment from Residential to a Non-Residential Land Use designation.

This is a change from PM to Industrial uses. The PM designation allows similar uses as the Industrial, however the PM requires the use to be associated with the phosphate mining industry.

This is a manufacturing designation that does not typically feature common retail commercial establishments visited by the general public. As such, the Comprehensive Plan features a relatively large Service-Area Radius of “20 miles or more” with a Minimum Population Support of “150,000 or more people”.

Urban Sprawl Analysis (Only for CPA Map Amendments)

Address the following statements with regard to the proposed land use amendment:

1. Could the proposed amendment promote substantial amounts of low-density, low intensity, or single use development in excess of demonstrated need?

No, the proposed amendment would allow for a relatively high intensity development near the intersection of a collector and major arterial roadway, CR 640 and US Highway 37. The area was previously mined.

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

No, because the area already has had significant mining and industrial development.

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

The amendment will focus additional intensity into an existing development area.

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

There will be no adverse impacts to adjacent agriculture areas.

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

No public facilities negatively affected.

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

The change as proposed will minimize the need for future public facilities by providing private, onsite private water and sewer.

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

There are no anticipated changes to existing facilities, and therefore no additional cost of providing those services from this amendment.

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

The area has seen significant mining and phosphate processing activities. The conversion to general industry will allow this land to be converted to more productive use after mining as ended onsite.

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

N/A

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

The proposed industrial designation is very similar to the uses currently allowed under the PM designation. A different mixture of uses on this land would be difficult to establish.

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

No, good access to the county and state highway system will be provided.

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

As the land is currently vacant, there will be open space lost.

N. 640 INDUSTRIAL PARK

IMPACT ASSESSMENT STATEMENT FORM

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.

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?

This request is to change the Future Land Use from Phosphate Mining (PM) to Industrial (Ind).

The site is in close proximity to the intersection of CR 640 and US Highway 37, allowing easy access to the existing state roadway network.

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 incompatibilities, as much of the surrounding land is vacant, or is used for mining/processing.

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

The general vicinity currently has a number of industrial/manufacturing sites, albeit mostly associated with the phosphate industry. As such, it is not anticipated that there will be any change on future development of the area outside of this project.

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 detailed methodology and calculations.

The initial abbreviated overall site trip generation below is based upon the proposed maximum build-out. Actual construction will likely result in smaller trip numbers. A traffic study by Lassiter will be provided shortly.

IND --The ITE Trip Generation Manual, lists 1.5 ADT/0.68 PHT per 1,000 SF of manufacturing. Using the maximum FAR of 0.50 for the 22 acres gives an ADT of 12,000 and PHT of 5,400.

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

Impacts will not be significant enough to warrant any modifications to the existing transportation system, aside from entrance and turn lane improvements provided by the developer.

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

Additional parking may be provided as required or needed by the owner during Level 2 permitting.

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

There will be an entrance on the south side of the area to CR 640, and then access to SR 37.

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?

The sewerage generation will vary depending on the uses developed on the property.

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?

The developer is proposing a private Waste Water Treatment Plant (WWTP) on nearby property.

3. If offsite treatment, who is the service provider? **By private proposed WWTP**

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).

The project resides in a rural area removed from existing centralized utilities. The nearest county lines are about 6 miles north of the site.

5. What is the provider's general capacity at the time of application? **Capacity to be provided as needed.**

6. What is the anticipated date of connection? **Immediately after Level 2 approval**

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

Owner is not requesting connection to county sewer services.

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?

The project will be served by private Water Treatment Plant (WTP).

2. What is the estimated volume of consumption in gallons per day (GPD)?

The water demand will vary depending on the uses developed on the property.

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

The project resides in a rural area removed from existing centralized utilities. The nearest county lines of any size or capacity are some 6 miles north. A smaller county system is to the east about 5 miles, but has limited capacity.

4. Who is the service provider? **Private WTP.**

5. What is the anticipated date of connection? **Immediately after Level 2 approval**

6. What is the provider's general capacity at the time of application? **Capacity to be provided as needed. Industrial sites normally have a small water/sewer needs, in comparison to other users.**

7. Is there an existing well on the property(ies)? **No**

Yes What type? **N/A**

Permit Capacity: **N/A**

Water Use Permit #: **N/A**

Constructed prior to Water Management District Permitting: Yes **X** No

Type of Use: Public Industrial or Commercial Recreation or Aesthetic Mining

Permitted Daily Capacity:

Average Peak Monthly Withdrawal Rate:

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);

The project will provide onsite drainage facilities which will retain the required volume and rate of flow per county and SWFWMD regulations

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

To be determined at Level 2. However, few of the wetlands on site are pristine, most developed from the reclamation work in depressional areas. Thirtymile Creek runs diagonally northwest to southeast along the northern edge of the site. The developer indicates that that system has been impacted by mining and he intends to recreate free flow of that system.

The developer does have significant credits available from previous wetland creation work, should those be needed.

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.

The site was previously mined and has limited pristine environmental features.

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

Except for the Thirtymile Creek system mentioned above, there are limited wetland and floodplain features on site.

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

Potable water is to be provided by private WTP. There are no anticipated impacts to wells from this project.

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

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

The site was previously mined. The most noticeable effect is that the stormwater ponds will likely all be wet ponds.

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;

This is an industrial project and does not generate a demand for parks and recreation.

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

This is an industrial project and does not generate a demand for public education facilities.

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

The closest hospital is Bartow Regional Medical Center and is located 15 miles from subject property with an estimated travel time of 18 minutes at regular speed.

4. Fire Protection;

Polk County Fire Rescue Station 721 located 5 miles from the subject property with an estimated travel time of 7 minutes at regular speed.

5. Police Protection and Security;

Mulberry Police Department is located in Mulberry, 6 miles from subject property with an estimated travel time of 7 minutes at regular speed.

6. Emergency Medical Services (EMS);

Polk County Fire Rescue Station 721 located 5 miles from the subject property with an estimated travel time of 7 minutes at regular speed.

7. Solid Waste (collection and waste generation);

Contract with Republic Services. Pick-up on regular schedule for dumpster.

8. How may this request contribute to neighborhood needs?

This facility provides manufacturing jobs to the local community. In addition, the finished products are often needed by local business and agricultural operations.

Maps

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; **See attached Vicinity Map**

Map B: Map depicting the site boundary (properties included in the request) **See attached site boundary map.**

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. N/A to map amendments**



Polk County
Board of County Commissioners

Agenda Item O.2.

10/1/2024

SUBJECT

Public Hearing (LDCT-2024-14 TCX Full-Service Car Wash Text Amendment) (Adoption Hearing) to modify Table 4.8, Use Table for US 27 Selected Area Plan. (No Fiscal Impact).

DESCRIPTION

This is an applicant-initiated request for a Land Development Code (LDC) text amendment to add the use "Car Wash, Full Service" as a "C2" Conditional Use in the Town Center-X (TCX) land use district within Chapter 4, Table 4.8 Use Table of the North US 27 Selected Area Plan (SAP). State law requires one Planning Commission hearing, which was held on September 4, 2024, with a recommendation of approval (7-0).

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,

Adopt as amended, or

Do Not Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Malissa Celestine
Land Development
(863) 534-6412

MalissaCelestine@polk-county.net <mailto:MalissaCelestine@polk-county.net>

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

DRC Date:	June 27, 2024	Level of Review:	Level 4 Review
PC Date:	September 4, 2024	Type:	Conditional Use
BoCC Date:	September 17, 2024	Case Numbers:	LDCT-2024-14
	October 1, 2024	Case Name:	US 27 SAP Town Center-X (TCX)
Applicant:	Savi Tri County LLC		Full-Service Car Wash
		Case Planner:	Malissa Celestine, Planner II

Request:	This is an applicant-initiated request for a Land Development Code (LDC) text amendment to add the use “Car Wash, Full Service” as a “C2” Conditional Use in the Town Center-X (TCX) land use district within Chapter 4, Table 4.8 Use Table of the North US 27 Selected Area Plan (SAP).
Future Land Use:	Town Center-X (TCX) US 27 Selected Area Plan (SAP)
DRC Recommendation:	Approval
Planning Commission Vote:	7-0

Among the changes to Section 401.03 US 27 Selected Area Plan:

- Adding “Car Wash, Full-Service” to Table 4.8, Use Table for US 27 Selected Area Plan, as a “C2” conditional use in Town Center-X (TCX) land use district outside the Ridge Special Protection Area (SPA).

Summary:

LDCT-2024-14 is an applicant-initiated request to add “Car Wash, Full Service” to Use Table 4.8 within the US 27 Selected Area Plan (SAP) in Town Center-X (TCX) land use districts. Currently, “Car Wash, Incidental” is a C2, Conditional Use (CU) in the TCX district of this SAP. These car washes differ from full-service car washes in that they are typically built in conjunction with gas stations and serve as an accessory use.

Full-Service Car Washes in the Town Center-X (TCX) land use district within the US 27 SAP is consistent with the intent of the Comprehensive Plan, specifically POLICY 2.131-C6.a.2. This policy establishes that the Town Centers designations are intended to serve as a commercial node of concentrated uses, central to residents and tourists. The signature trait of this SAP is high-density residential development. The potable water usage that is derived from individuals washing their own vehicles is significantly more than the usage generated by commercial car washes, which utilize reclaimed water and Car Wash Recycling Systems. Staff recommends approval.

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

Comprehensive Plan Section 2.131-C: North US 27 Selected Area Plan
 Comprehensive Plan Policy 2.131-C6: Special Provision Areas
 LDC Section 401.03: North US 27 Selected Area Plan
 LDC Section 303: Criteria for Conditional Uses

Findings of Fact

- *LDCT-2024-14 is an applicant-initiated request for a Land Development Code (LDC) text amendment to add the use “Car Wash, Full Service” as a “C2” conditional use in Town Center-X (TCX) land use districts within Table 4.8, Use Table for the North US 27 Selected Area Plan (SAP).*
- *Per Chapter 4, Table 4.8 of the Land Development Code (LDC), Car Wash, Incidental is permitted as a “C2” Conditional Use (CU) in the Town Center-X (TCX) land use districts and shall comply with applicable Criteria for Conditional Uses in Chapter 3, Section 303.*
- *Per Chapter 10 of the LDC, “Car wash, Full Service” is defined as “any facility providing complete car washing and cleaning services. Car washing is generally automatic, with the driver leaving the car during the washing procedure. Waxing and detailing may also be provided.”*
- *Per Chapter 3, Section 303, “Car Wash, Full Service” conditional use criteria:*

“In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

 - 1. The minimum distance from a full-service car wash facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lane, car washing enclosure, or detailing area, whichever is closer. All car wash activities shall be screened from off-site residential view.*
 - 2. Land use activities, containing a full-service car wash, located adjacent to residentially designated properties shall, at a minimum, provide a landscaped buffer equal to a Type C buffer (see Section 720) between the entire property and adjacent residential areas.*
 - 3. All car wash operations shall be required to connect to public or community sanitary sewer, a Car Wash Recycle System, or similar wastewater treatment system approved by the Florida Department of Environmental Protection or other applicable regulatory agency.*
 - 4. All car wash operations shall be required to connect re-use water where and when it is available.*
- *Per Chapter 4, Table 4.8 of the Land Development Code (LDC), “Car Wash, Incidental” is permitted as a “C2” Conditional Use (CU) in the Town Center-X (TCX) land use districts and shall comply with applicable Criteria for Conditional Uses in Chapter 3, Section 303.*
- *Per Chapter 10 of the LDC, “Car Wash, Incidental” is defined as “any automated car wash which is incidental to the sale of fuel, and characterized by an automatic wash which requires the driver to remain in the vehicle during operation. The facility may be an attached or a free-standing structure.”*
- *Per Chapter 3, Section 303, “Car Wash, Incidental” conditional use criteria:*

In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

 - 1. The minimum distance from an incidental car wash facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the*

residential property and either the stacking lane, car washing enclosure, or detailing area, whichever is closer. All car wash activities shall be screened from off-site residential view.

2. *Land use activities, containing an incidental car wash, located adjacent to residentially designated properties shall, at a minimum, provide a landscaped buffer equal to a Type C buffer (see Section 720) between the entire property and adjacent residential areas.*
 3. *All car wash operations shall be required to connect to public or community sanitary sewer, a Car Wash Recycle System, or similar wastewater treatment system approved by the Florida Department of Environmental Protection or other applicable regulatory agency.*
 4. *All car wash operations shall be required to connect re-use water where and when it is available.*
- *Comprehensive Plan SECTION 2.131-C NORTH US 27 SELECTED-AREA PLAN VISION - BASIC PRINCIPLES - A "Basic Principles" section has been included to serve as guiding principles to convey the concept and intent of the objective and policies of the North US 27 Selected-Area Plan. It contains fundamental principles as follows:*
...
*c. **The town center** and activity centers **serve as** the social, **commercial**, cultural, educational, and civic center of the entire area. Its location is central to the neighborhoods.*
...
● *Comprehensive Plan POLICY 2.131-C3.e. **SPECIAL-PROVISION AREA** - Due to the specific characteristics of this selected area, the uses permitted in land-use classifications shall be more specifically defined and may vary from those allowed under the general provisions of a land use classification, and/or basic overlay district, as defined within the following special categories:*
 1. **Town Center (TC).**
 2. **Green Swamp Protection Area (GSPA).**
 3. **Greenway Corridor.**
 - *Per Comprehensive Plan POLICY 2.131-C6.a.2:*
TOWN CENTER (TC) - In addition to the other applicable provisions, the TC shall be governed by the following provisions:
 2. **PURPOSE - It is the specific intent of this TC to cluster commercial, other non-residential, and multi-family uses as appropriate to create "Town Centers" for the entire SAP area. These areas are intended to serve as a commercial node of concentrated uses, central to residents and tourists, and provide short- and long-term accommodation of, and encouragement to, development related to Walt Disney World.**

*The primary purpose for the TC is to serve as the focal point for the area encompassing multiple uses and activities. **The TC will serve as the primary core and will compliment the activities and uses proposed for the SAP. The TC will be an employment center and a location for major retail, commercial, and hotel opportunities.** The TC will be the hub for cultural, educational, and civic activities. The TC should be unique in its diversity of uses set in an environment designed around the pedestrian, as opposed to the automobile. Greater attention will be given to providing an environment where it is more convenient and pleasant to walk or bicycle, than drive, between activities.*

The TC future land use designation is a mixed-use district that carries with it development rights of both ten dwelling units per acre (10 du/ac) and a commercial floor-area-ratio of 30% (0.35 FAR).

- *Per Comprehensive Plan POLICY 2.131-C6.5:
PERMITTED USES - Uses permitted include:*
 - (a) All uses permitted within a Neighborhood Activity Center (NAC) as specified in Policy 2.110-D1; and*
 - (b) All commercial uses permitted within the Tourist Commercial Center (TCC) as specified in Objective 2.110-I.*
 - (c) Special Residential in accordance with Section 2.125-F of the Comprehensive Plan and consistent with the TC Guidelines.*
- *POLICY 2.110-D1: CHARACTERISTICS - Neighborhood Activity Centers are intended to accommodate the shopping needs of residents living within the immediate surrounding neighborhood(s). General (approximate) characteristics of Neighborhood Activity Centers are:*
 - Usable Area: Over 5 acres to 20 acres*
 - Gross Leasable Area (GLA): 20,000 to 150,000 square feet*
 - Minimum Population Support: 5,000 to 10,000 people*
 - Market-Area Radius: 1½ miles*
 - Typical Leading Tenant: Supermarket*
 - Other Typical Leading Tenants: Drug Store, Restaurant, Bakery, Office, Convenience Store*
- *Per LDC Chapter 4, Table 4.8 “Carwash, Full Service” is a “C2” Conditional Use in the Neighborhood Activity Centers (NACX) designation.*
- *POLICY 2.110-II: CHARACTERISTICS - Tourism Commercial Centers are “intended to provide for the tourist, recreational needs, and entertainment activities primarily for the short-term visitor to Polk County, and also the residents of Polk County that accommodate large crowds and daily events. **These include, but are not limited to:** theme parks, resorts, hotels, motels, cultural centers, museums, and conference centers. Ancillary commercial uses necessary to support the activities within the center, such as restaurants, **service stations**, and convenience stores may also be permitted.”*
- *Per LDC Chapter 2, Table 2.1 “Carwash, Full Service” is a “P” Permitted Use in the Tourism Commercial Centers (TCC) designation.*
- *The US 27 SAP is approximately 4,904 acres. The TCX is approximately 211.38 acres. Approximately 1.52-acre within the TCX is undeveloped.*
- *This request has been reviewed for consistency with Chapter 4, Table 4.8, and Sections 303, and 907 of the LDC; POLICY 2.131-C of the Comprehensive Plan.*

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 proposed 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, and therefore, the DRC recommends **APPROVAL of LDCT-2024-14**.

Planning Commission Recommendation: On September 4th, 2024, in an advertised public hearing, the Planning Commission voted (7:0) to recommend Approval of **LDCT-2024-14**.

Analysis:

US 27 SAP & TCX

Currently, “Car Wash, Full Service” is not permitted within TCX land use districts. The applicant is seeking to change this, making them “C2” conditional uses in the TCX designation of the North US 27 Selected Area Plan. At present, “Car Wash, Incidental” is a “C2” in the TCX of this SAP. Where permissible, both uses require a “C2” and must adhere to the requirements outlined in LDC Section 303. See table below for reference.

Table 4.8 Use Table for U.S 27 Selected Area Plan

Green Swamp ACSC Districts is Bold	TCX	RACX	NACX	TCX	RACX	NACX
Car Wash, Incidental	C2	C2	C2	C2	C2	C2
Car Wash, Full Service			C2		C2	C2

The US 27 SAP is in what is often referred to as the “Four Corners” where Polk County meets Lake, Osceola, and Orange County. According to Section 401.03 of the LDC, the North US 27 SAP was adopted to recognize a high level of urbanization. It is comprised of approximately 4,904 acres, defined mostly by high-density residential development approved and constructed in the late 1990’s and early 2000’s as the citrus industry abandoned the area. To maintain an efficient and highly desirable urban growth pattern, a balance of residential and non-residential uses is required.

The North US 27 SAP is unique because it encompasses land use designations inside and outside the Green Swamp Area of Critical State of Concern (ACSC), including TCX. Bifurcated by US Highway 27, the west side of the throughfare is identified as the Ridge Special Protection Area (SPA). The TCX within the entire North US 27 SAP is approximately 211.38 acres created with the specific intent to cluster commercial, other non-residential, and multi-family uses as appropriate to create "Town Centers" for the entire SAP area. Of the overall acreage in the TCX, there is only one ±1.52-acre undeveloped parcel south of Bella Citta Blvd in the Champions Crossings development.

Full-Service Car Washes

Constructing a full-service car wash is an extensive project requiring ample room for the automated washing facility, drive-thru and bypass lanes, as well as accessory parking for vacuuming and hand-detailing of vehicles. This use is generally more intense than an incidental car wash built in conjunction with a gas station, which captures internal traffic and serves as an ancillary economic benefit to the sale of fuel. There is also concern about the economic viability of these facilities and what to do with the structures if a business leaves the site. These structures are not easily repurposed into other uses, which is a strong consideration when planning on where they should be sited.

Still, the US 27 corridor is a prime location for a full-service car wash, attracting customers from

surrounding subdivisions and multi-family developments. Car washes are also better for water conservation than when residents wash their vehicles at home. According to the University of Florida, most commercial car washes use 60% less water than washing at home. This is because many of them use two types of recycling systems - 100% closed-loop systems and partial recycle systems. Closed-loop systems recycle 100% of the water used to wash and rinse, and partial systems recycle only the wash water. According to UF, besides recycling the water, commercial car washes also have absorption systems that prevent the chemical-filled water from traveling into storm drains. Polk County allows the use of Car Wash Recycle systems and require the use of reclaimed water, which is available in the TCX.

Limits of the Proposed Ordinance

The scope of the amendment is limited to TCX land use districts within the US 27 SAP, its use table, and the site requirements for the proposed use. TCX properties on the west side of US 27 are in the Green Swamp Ridge Special Protection Area (SPA); however, these properties have been developed or are currently undergoing Level 2 reviews. Therefore, the proposed use will only be added to the TCX outside of the Ridge SPA.

Consistency with the Comprehensive Plan & Land Development Code

The Special Provision Area for the North US 27 SAP within Comprehensive Plan allows all uses permitted within a Neighborhood Activity Center (NAC). As noted above, “Car Wash, Full Service” is a “C2” in the NACX district. Thus, the applicant’s request is consistent with the LDC and Comprehensive Plan.

Compatibility with the Surrounding Land Uses and Infrastructure:

Comments from other Agencies: None

Draft Ordinance: Under separate attachment

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT **LDCT-2024-14**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 4, SECTION 401.03, TABLE 4.8, TO ADD FULL-SERVICE CAR WASHES AS CONDITIONAL USES IN THE TOWN CENTER-X (TCX) LAND USE DISTRICT IN THE US 27 SELECTED AREA PLAN (SAP); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on September 4, 2024; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall add “Car Wash, Full-Service” as “C2” conditional uses in the TCX within the U.S. 27 SAP; and

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

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

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: 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 September 4, 2024, to consider the LDC text amendments contained within Application LDCT-2024-14 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2024-14.
- c) The adoption of LDCT-2024-14 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 4, Section 401.01, Table 4.8 Use Table for U.S. 27 Selected Area Plan, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Table 4.8 Use Table for U.S. 27 Selected Area Plan Land Use District

Green Swamp ACSC Districts Outlined in Heavy Border	TC X	RAC X	PI X	OC X	INST X	TC X	RAC X	PI X	NAC X	RH X	L/R X
...											
Bed & Breakfast	P					P				C3	P
Car Wash, Full-Service						C2	C2		C2		
Car Wash, Incidental	C2	C2				C2	C2		C2		
...											
School, University/College	C3		C3	C2	P	C3		C3			
Self-Storage Facility			C2				C2	C2	C2		
Solar Electric-Power Generation Facility					C2						
...											

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 1st day of October 2024.

LDCT-2024-14 - LDC Text Amendment

Menu

Reports

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Application Name: [LDC Text Amendment](#)

File Date: [05/20/2024](#)

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

Application Status: [Approved for Hearing](#)

Application Comments:

View ID	Comment	Date
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Description of Work:

[This is a request for a LDC text amendment to add the use "Car Wash, Full-Service" as a "C2" conditional use in Town Center-X \(TCX\) land use district within Chapter 4. 4.8 Use Table for the North US 27 Selected Area Plan \(SAP\). See attached narrative for additional detail.](#)

Application Detail:

[Detail](#)

Address:

[0 CHAMPIONS DR, DAVENPORT, FL 33897](#)

Parcel No:

[262536998953000090](#)

Owner Name:

[SAVI TRI COUNTY LLC](#)

Contact Info:	Name	Organization Name	Contact Type	Contact Primary Address	Status
	SAVI TRI COUNTY LLC	Gardner Brewer ...	Applicant	Mailing, 400 N Ashley ...	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:

[\\$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
-	0
DRC Meeting	DRC Meeting Time
06/29/2024	-
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
-	09/04/2024
BOA Hearing Date	1st BOCC Date
-	09/17/2024
2nd BOCC Date	
10/01/2024	

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

-

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List

-

PLAN REVIEW FIELDS

TMPRecordID

POLKCO-24EST-00000-24521

RequiredDocumentTypesComplete

[Yes](#)

DocumentGroupforDPC

[DIGITAL PROJECTS LD](#)

AdditionalDocumentTypes

[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](#)

DigitalSigCheck

[Yes](#)

RequiredDocumentTypes

-

Activate DPC

Activate FSA

[Yes](#)

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement

[N](#)

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 ...	06/07/2024	Lyndsay Rathke
	Surveying Review				
	Roads and Drainage Review	Phil Irven	Approve	06/10/2024	Phil Irven
	Engineering Review	Clinton Howerton	Approve	06/14/2024	Clinton Howerton
	Fire Marshal Review	Kim Turner	Not Required	06/07/2024	Kim Turner
	Planning Review	Malissa Celestine	Approve	07/02/2024	Malissa Celestine
	School Board Review	School District	Approve	07/01/2024	School District
	Review Consolidation	Lyndsay Rathke	Approved for...	07/08/2024	Lyndsay Rathke
	Staff Report				
	Public Notice				
	Planning Commision				
	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	

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT **LDCT-2024-14**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 4, SECTION 401.03, TABLE 4.8, TO ADD FULL-SERVICE CAR WASHES AS CONDITIONAL USES IN THE TOWN CENTER-X (TCX) LAND USE DISTRICT IN THE US 27 SELECTED AREA PLAN (SAP); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

An ordinance of the Polk County Board of County Commissioners regarding Land Development Code amendment **LDCT-2024-14**, amending ordinance no. 00-09, as amended, the Polk County Land Development Code; amending Chapter 4, Section 401.03, Table 4.8, to add Full-service Car Washes as conditional uses in the Town Center-X (TCX) land use district in the US 27 Selected Area Plan (SAP); providing for severability; and providing for an effective date.

PROJECT NARRATIVE

Text Amendment Request – Full-Service Car Wash in TCX

May 20, 2024

INTRODUCTION

This request is to modify Section 401.03.01, Table 4.8, of the Polk County Land Development Code (“LDC”) to add Car Wash, Full-Service as a “C2” Conditional Use within the North US 27 Selected Area Plan (“SAP”).

Currently, Car Wash, Incidental is a C2 Conditional Use within the North US 27 SAP. Car Wash, Incidental is defined as “any automated car wash which is incidental to the sale of fuel, and characterized by an automatic wash which requires the driver to remain in the vehicle during operation. The facility may be an attached or a free-standing structure.” According to Chapter 10 of the LDC, Car Wash, Full-Service is defined as “any facility providing complete car washing and cleaning services. Car washing is generally automatic, with the driver leaving the car during the washing procedure. Waxing and detailing may also be provided.”

Currently, full-service car wash is a permitted use in the following land use districts:

- Community Activity Center (CAC)
- Regional Activity Center (RAC)
- Tourism-Commercial Center (TCC)

Currently, full-service car wash is a C2 conditional use in the following land use districts:

- Linear Commercial Corridor (LCC)
- Ronald Reagan SAP CACX
- Ronald Reagan SAP RACX
- North US 27 NACX
- North Ridge RMX

The request is appropriate as the purpose and intent of the North US 27 SAP is to balance residential and non-residential uses to create traditional neighborhood villages and a town center that promotes the internal capture of trips between various uses, especially within a Town Center along an arterial roadway. The TCX is a land use district that promotes the clustering of commercial, other non-residential, and multifamily uses to serve as a commercial node of various uses.

In accordance with Section 303 of the LDC, in addition to the applicable district regulations in Section 401.03, the following standards shall continue to apply to full-service car wash uses:

1. The minimum distance from a full-service car wash facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lane, car washing enclosure, or detailing area, whichever is closer. All car wash activities shall be screened from off-site residential view.
2. Land use activities, containing a full-service car wash, located adjacent to residentially designated properties shall, at a minimum, provide a landscaped buffer equal to a Type C buffer (see Section 720) between the entire property and adjacent residential areas.
3. All car wash operations shall be required to connect to public or community sanitary sewer, a Car Wash Recycle System, or similar wastewater treatment system approved by the Florida Department of Environmental Protection or other applicable regulatory agency.

4. All car wash operations shall be required to connect re-use water where and when it is available.

LEVEL 4 REVIEW CRITERIA COMPLIANCE

According to Section 907.A of the Land Development Code, the following specific standards are proposed to be met for the addition of Full-Service Car wash in the TCX district:

1. Requirement: The compatibility of non-residential uses near or adjacent to residential land uses or vacant land designated as residential.

Evidence of Compliance: The criteria listed in Section 303 of the LDC for Car Wash, Full Service as a conditional use is intended to retain compatibility of this use near residential uses by establishing minimum distance and buffer requirements. The Town Center future land use within the North US 27 SAP is primarily located within 0.25 mile of the US 27 arterial roadway. The majority of the parcels with the current underlying Town Center future land use within the North US 27 SAP are within a Planned Development or Planned Unit Development that are either under construction or completely developed.

Therefore, the allowance of waxing and detailing, in addition to the currently allowed incidental services, is compatible with the uses within and near the TCX district within the North US 27 SAP.

2. Requirement: The compatibility of proposed residential uses in proximity to existing residential densities of a significantly different density.

Evidence of Compliance: The request is to expand upon the already allowed car wash use to allow full-service car wash use.

3. Requirement: Where there are specific characteristics of the proposal which may result in potential adverse off-site impacts. Site characteristics such as a dumpster, driveway, drive-through window, or buffer will be reviewed to determine compatibility and possible mitigation of impacts not deemed compatible.

Evidence of Compliance: As previously stated, the criteria listed in Section 303 of the LDC for Car Wash, Full Service as a conditional use is intended to retain compatibility of this use near residential uses by establishing minimum distance and buffer requirements.

4. Requirement: The effects of noise, vibration, air pollution, glare and odor may adversely impact the use of adjacent properties shall be reviewed and, where appropriate, conditions for mitigation imposed.

Evidence of Compliance: Section 303 of the LDC currently provides requirements for the minimum distance from residential uses to a full-service car wash facility and screening requirements. These criteria are currently codified to limit the impacts to adjacent properties.

5. Requirement: Whether the requested development meets minimum development standards as stated in this Code, and other County development regulations; and to provide for compatibility.

Evidence of Compliance: The allowance of waxing and detailing, in addition to the currently allowed incidental services car wash, is compatible with the uses within and near the TCX district within the North US 27 SAP. Development standards must comply with Section 303 and the existing Planned Development if the site is located within a site plan-controlled district.

6. Requirement: The development plan and impacts are outlined in an Impact Assessment Statement which mitigates any impacts of the project and is prepared pursuant to Section 910.

Evidence of Compliance: Not applicable to the proposed text amendment request.

CONCLUSION

The scope of the amendment is limited to TCX land use districts within the North US 27 SAP. Given the allowance of full-service car wash use in other similar districts, the district's location along a major arterial roadway, and the existing conditional use requirements established in Section 303 of the LDC, the request to add full-service car wash as a C2 conditional use is appropriate.



Agenda Item #2

Planning Commission Vote: 7-0 Approval
LDCT-2024-14

US 27 SAP Full-Service Car Wash Text Amendment

The Request: Land Development Code (LDC) Text Amendment to add Full-Service Car Washes as “C2” Conditional Use in the Town Center-X (TCX) land use district within Chapter 4, Table 4.8 Use Table of the North US 27 Selected Area Plan (SAP).

FLU	Town Center-X (TCX) US 27 Selected Area Plan (SAP)
Amends	Chapter 4, Section 401.01, Table 4.8 Use Table

Justification for Approval

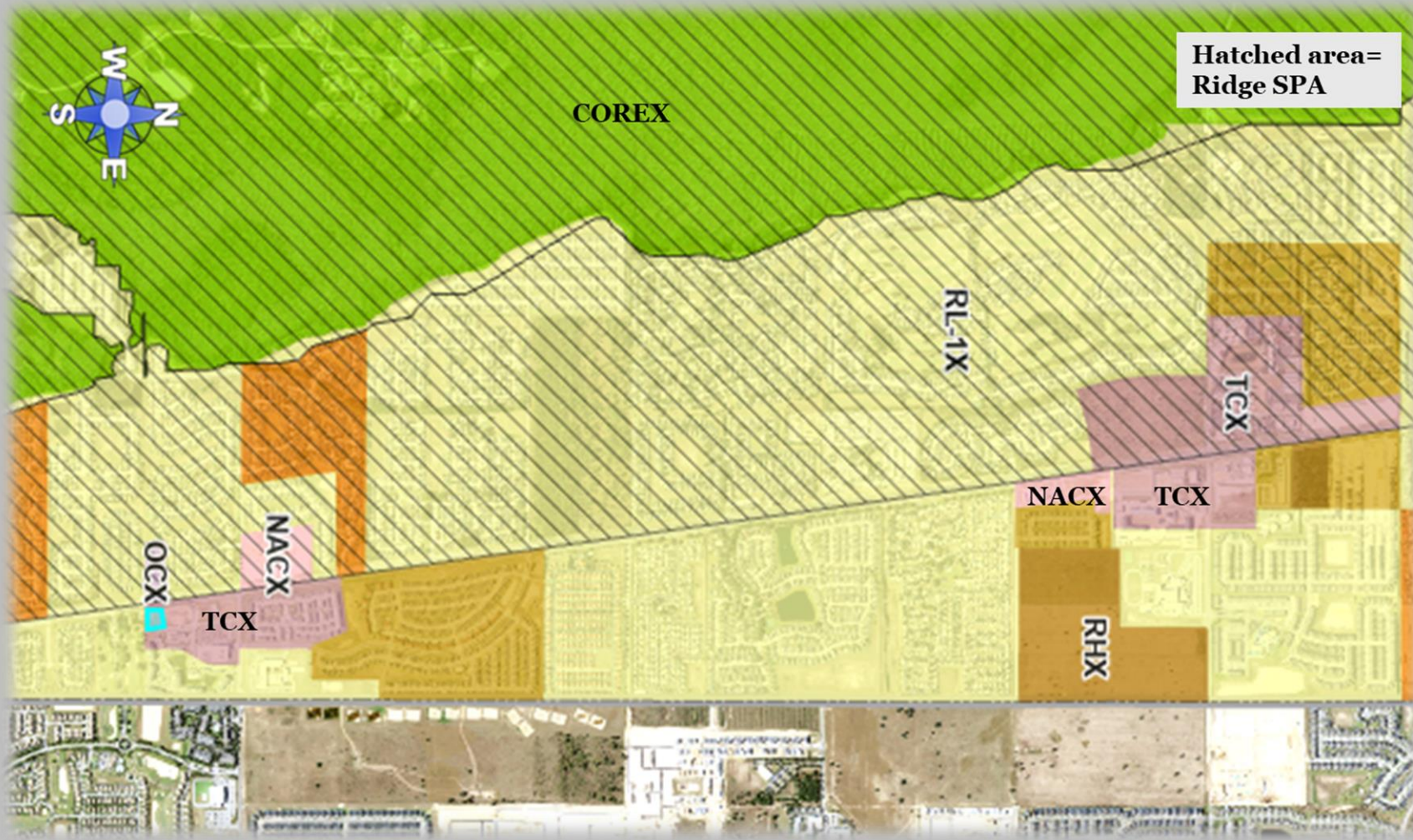
- ❖ Currently, “Car Wash, Incidental” is a C2, Conditional Use (CU) in the TCX district of this SAP.
- ❖ The proposed request is consistent with the Land Development Code (LDC) and Comprehensive Plan.

- ❖ BoCC First Reading: September 17, 2024
- ❖ BoCC Adoption Hearing: October 1, 2024

- LDC Chapter 10 defines “Car Wash, Full-Service” as, “Any facility providing complete car washing and cleaning services. Car washing is generally automatic, with the driver leaving the car during the washing procedure. Waxing and detailing may also be provided.”
- LDC Chapter 10 defines “Car Wash Recycle System” as, “A method, as approved by the Florida Department of Environmental Protection or other applicable regulatory authority, of recycling wash water this is captured, treated, and redirected back into the same car wash facility.”
- LDC Section 303 establishes the conditional use criteria for “Car Wash, Full-Service” uses:

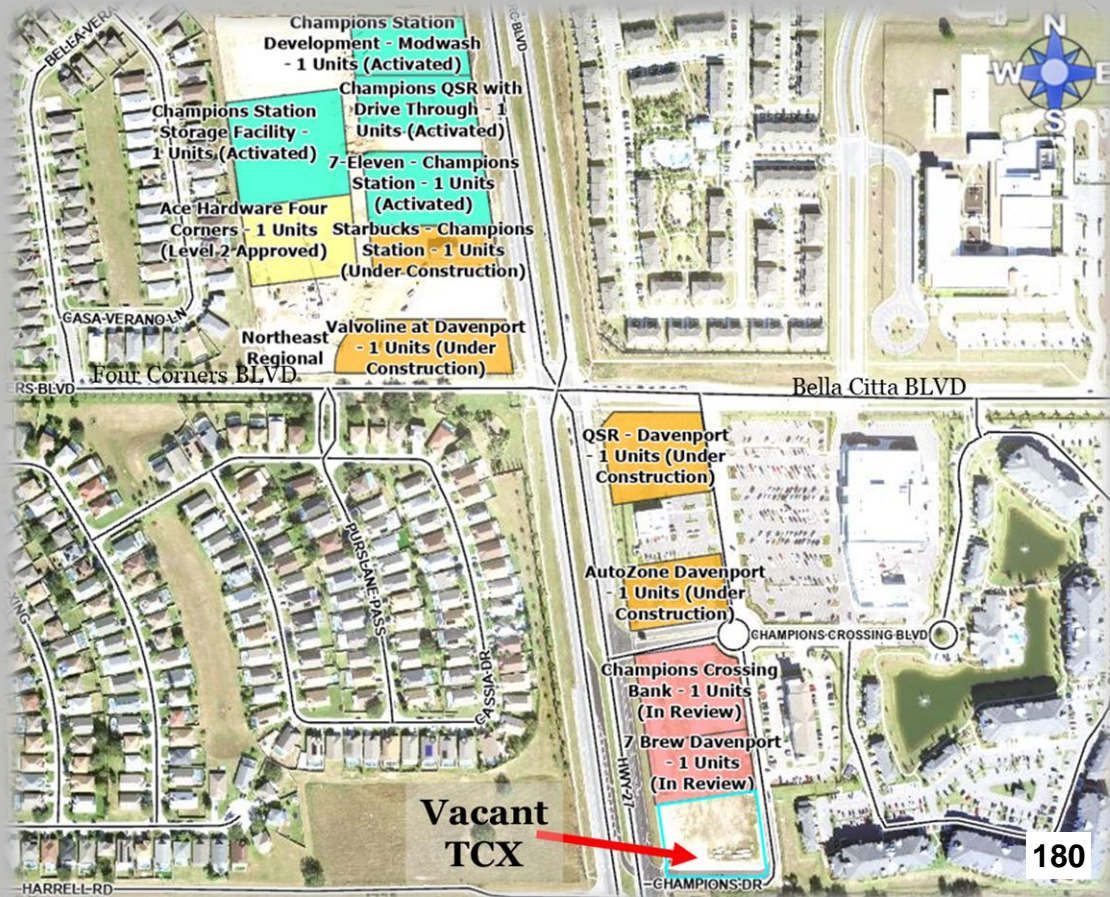
“In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

- 1. The minimum distance from a car wash facility to any residentially designated property shall be 50 feet measured at the narrowest point between the property line of the residential property and either the stacking lane, car washing enclosure, or detailing area, whichever is closer. All car wash activities shall be screened from off-site residential view.*
- 2. Land use activities, containing a car wash, located adjacent to residentially designated properties shall, at a minimum, provide a landscaped buffer equal to a Type C buffer (see Section 720) between the entire property and adjacent residential areas.*
- 3. All car wash operations shall be required to connect to public or community sanitary sewer, a Car Wash Recycle System, or similar wastewater treatment system approved by the Florida Department of Environmental Protection or other applicable regulatory agency.*
- 4. All car wash operations shall be required to connect re-use water where and when it is available.”*



Synopsis

- Applicant initiated LDC Text Amendment for “Car Wash, Full-Service” as a “C2” outside the Ridge Special Protection Area (SPA).
- Currently, “Car Wash, Incidental” is a C2, Conditional Use (CU) in the TCX district of this SAP.
- The TCX within the entire North US 27 SAP is approximately 211.38 acres
- Of the overall acreage in the TCX, there is only one ±1.52-acre undeveloped parcel south of Bella Citta Blvd in the Champions Crossings development.



Justification for Approval

- The proposed **request is consistent** with the Land Development Code (LDC) and Comprehensive Plan.
- Per Comprehensive Plan POLICY 2.131-C6.a.2:** “It is the specific intent of this TC to **cluster commercial, other non-residential, and multi-family uses as appropriate to create "Town Centers"** for the entire SAP area. These areas are intended to serve as a commercial node of concentrated uses, central to residents and tourists.”

Table 4.8 Use Table for U.S. 27 Selected Area Plan Land Use District

Green Swamp ACSC Districts Outlined in Heavy Border	TC X	RAC X	PI X	OC X	INST X	TC X	RAC X	PI X	NAC X	RH X	L/R X
...											
Bed & Breakfast	P					P				C3	P
Car Wash, Full-Service						C2	C2		C2		
Car Wash, Incidental	C2	C2				C2	C2		C2		
...											
School, University/College	C3		C3	C2	P	C3		C3			
Self-Storage Facility			C2				C2	C2	C2		
Solar Electric-Power Generation Facility					C2						
...											

Limits of the Proposed Ordinance

The scope of the amendment is limited to TCX land use districts within the US 27 SAP, its use table, and the site requirements for the proposed use. TCX properties on the west side of US 27 are in the Green Swamp Ridge Special Protection Area (SPA); however, these properties have been developed or are currently undergoing Level 2 reviews. Therefore, the proposed use will only be added to the TCX outside of the Ridge SPA.

Consistency with the Comprehensive Plan & Land Development Code

The Special Provision Area for the North US 27 SAP within Comprehensive Plan allows all uses permitted within a Neighborhood Activity Center (NAC). As noted above, “Car Wash, Full Service” is a “C2” in the NACX district. Thus, the applicant’s request is consistent with the LDC and Comprehensive Plan.

MALISSA CELESTINE

Planner II, Polk County Land Development Division

CONTACT

Phone:
(863) 534-6412

Email:
MalissaCelestine@Polk-County.net

EXPERIENCE

Planner II

2022- Present

Conducts research and prepares staff reports for amendments to the Comprehensive Plan and Land Development Code (LDC). Presents before the Planning Commission and Land Use Hearing Officer. Review engineered site plans for compliance with the Polk County Land Development Code (LDC). Represent current planning on the Development Review Committee (DRC), serving as a liaison between planning, and citizens during face-to-face meetings.

SKILLS

Land Use Interpretation
Written Communication
Research and Analysis
ArcGIS Applications
Public Speaking

Planning Technician

2020-2022

Assist citizens in person, email, or via telephone on land development inquiries by interpreting various Land Use Code rules, regulations, and maps to formulate recommendations. Responsible for creating agendas to discuss with department attendees. Assist in the training of new employees and have individuals' job shadow.

EDUCATION

Polk State College
2019
Bachelor of Applied
Science in Supervision
and Management-
Healthcare
Administration

Secretary II

2018-2019

Aid building inspectors in power releases, and inspection issues. Inform citizens on building permits, inspections, and the permitting process. Performed preliminary review of single trade permit applications to assure compliance with the Land Development Code.



Polk County
Board of County Commissioners

Agenda Item P.1.

10/1/2024

SUBJECT

Public Hearing to consider approval of an Ordinance limiting code enforcement and/or building division action for certain Construction on property in unrecorded subdivisions.

DESCRIPTION

Polk County, in accordance with the Florida Building Code, requires that construction be permitted and inspected as part of the original construction process. However, Polk County has certain unrecorded subdivisions that have existing unpermitted Construction.

Because Polk County has limited resources to review and inspect this unpermitted Construction, to ensure the Construction complies with all applicable county codes, regulations, and ordinances, Polk County is considering the adoption of an Ordinance limiting Code Enforcement and/or Building Division action against property owners for this unpermitted Construction.

RECOMMENDATION

Approve the Ordinance limiting code enforcement and/or building division action for certain Construction on property in unrecorded subdivisions.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Randall Vogel
Assistant County Attorney
863-534-6744

ORDINANCE NO. 2024-_____

**AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS
LIMITING CODE ENFORCEMENT AND/OR BUILDING DIVISION ACTION FOR
CERTAIN CONSTRUCTION ON PROPERTY IN UNRECORDED SUBDIVISIONS;
PROVIDING FOR INTERPRETATION; PROVIDING FOR SEVERABILITY; PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, Polk County has an important interest in ensuring that property rights are protected; and

WHEREAS, Polk County, in accordance with the Florida Building Code, requires that construction be permitted and inspected as part of the original construction process; and

WHEREAS, Polk County has limited resources to review and inspect construction in unrecorded subdivisions with a history of unpermitted construction; and

WHEREAS, The difficulty created by ensuring construction, completed in these unrecorded subdivisions, comply with all applicable county codes, regulations, and ordinances is a substantial issue;

NOW THEREFORE, to efficiently manage Polk County's limited resources, it is the intent of the Polk County Board of County Commissioners, in enacting this ordinance, to limit Code Enforcement and/or Building Division action against owners for unpermitted Construction, completed before June 1, 2024, in unrecorded subdivisions designated by Resolution of the Board of County Commissioners, with a history of unpermitted construction, within unincorporated Polk County.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA THAT:

Section 1. DEFINITIONS. The following words and phrases, whenever used in this section or in the affidavit shall have the meanings defined in this section unless the context clearly requires otherwise:

- a. "Board" means the Polk County Board of County Commissioners
- b. "Construction" means any activity, whether temporary or permanent, that requires a building permit.
- c. "Original construction" means the initial construction process that generate the onsite Construction.
- d. "Owner" means one or more individuals who have an ownership interest in property or structure by way of an ownership document including but not limited to, a Warranty Deed, Quit Claim Deed, Agreement for Deed, Deed of Trust (where the trustee or the

beneficiary resides on the property), through the construction of a structure on the property, or as otherwise provided by law,

- e. "Unpermitted" means no active permit exists with the Polk County Building Division.
- f. "Unrecorded subdivision" (a/k/a "Paper Plat") means an area designated by the Board, through resolution, consisting of real property that the Board finds has at least a twenty (20) year history of unpermitted construction; subdivided into fifty or more lots of less than five acres each; not under common ownership; not platted in accordance with Chapter 177; containing unmarked, unsterilized and/or unmaintained lots, roadways, trails, pathways, or easements; and with no material improvements to the property. Roadways, trails, or pathways that are not located within a recorded easement, that have arisen by the passage of time by the use of motorized vehicles without the incorporation of stabilizing materials or the use of grading equipment, shall not be deemed a material improvement for purposes of this part.

Section 2. INTERPRETATION.

It is the intent of this Ordinance to provide a process for owners with unpermitted Construction, completed prior to June 1, 2024, in unrecorded subdivisions designated by Resolution of the Board of County Commissioners, to cure Code Enforcement or Building Division violations for building without a permit.

Section 3. REVIEW RESTRICTIONS.

The review of unpermitted Construction, completed before June 1, 2024, in an unrecorded subdivision is limited to the minimum necessary to ensure compliance with this Ordinance, within unincorporated Polk County.

Section 4. PROCESS TO CURE BUILDING WITHOUT A PERMIT.

To cure a Code Enforcement and/or Building Division action for unpermitted Construction, completed before June 1, 2024, in an unrecorded subdivision designated by Resolution of the Board of County Commissioners, upon being made aware of the unpermitted Construction, which the owner does not intend to make changes to that would otherwise require a building permit or other approval from Polk County, the owner must complete the attached affidavit and must record the attached affidavit in the public records of Polk County. Upon the recording of the affidavit, the Code Enforcement and/or Building Division must close any actions for building without a permit, as compliant, unless there is evidence the structure was constructed on or after June 1, 2024.

The process provided herein shall only cure violations of County codes or ordinances for the unpermitted Construction, completed before June 1, 2024, in an unrecorded subdivision designated by Resolution of the Board of County Commissioners. Nothing herein shall remedy violations of state or federal laws or regulations.

Section 5. LOCAL, STATE, OR FEDERAL FLOODPLAIN MANAGEMENT REGULATIONS

Nothing herein shall supersede code provisions implementing local, state, or federal floodplain management regulations.

Section 6. NO WARRANTIES OR INSURANCES

An adoption of a resolution establishing an unrecorded subdivision provides no warranties or insurances that the Construction located within the unrecorded subdivision is safe or that the Construction complies with any applicable laws, ordinances, building codes, fire codes, zoning regulations or any safety codes whatsoever.

Section 7. STATUTORY CONSTRUCTION & SEVERABILITY.

If any section, subsection or provision of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections or provisions of this ordinance or its application to any other person or circumstance. The Board of County Commissioners hereby declares that it would have adopted each section, subsection, or provision hereof independently, irrespective of the fact that any one or more other sections, subsections or provisions hereof be declared invalid or unenforceable.

SECTION 8. EFFECTIVE DATE

This Ordinance shall take effect immediately upon filing with the Office of the Florida Secretary of State.

Affidavit

(Unpermitted Construction in Unrecorded Subdivision)

I, _____, after being placed under oath, do swear, or affirm the following:

1. I am the property owner of the property/structure located at: (Parcel ID) _____ (hereinafter "Property").
2. I understand that Construction requires a permit as part of the original construction process.
3. To the best of my knowledge, no building permit was obtained for the following Construction: (describe the unpermitted Construction) _____
4. To the best of my knowledge, the unpermitted Construction, subject to the Code Enforcement and/or Building Division action is in an unrecorded subdivision, designated by Resolution of the Board of County Commissioners, and was completed before June 1, 2024.
5. I understand that Polk County's inability to adequately inspect the unpermitted Construction does not mean that the unpermitted Construction is safe or that it complies with all applicable laws, ordinances, building codes, and zoning regulations.
6. I understand that, as the Property owner, I am certifying that the unpermitted Construction has no apparent safety hazards.
7. I understand that I may personally inspect the unpermitted Construction or if I deem it necessary, I may hire a licensed professional to verify that the unpermitted Construction complies with all applicable laws, ordinances, building codes, zoning regulations in effect at the time of the unpermitted Construction before I attest that the unpermitted Construction has no apparent safety hazards.
8. I understand that, as the Property owner, I am the responsible party for any potential risks (physical/financial) associated with the unpermitted Construction on my Property.
9. I understand that falsifying this affidavit may result in fines up to \$15,000, per occurrence.

After reviewing paragraphs 1-9, I hereby certify that I have personally inspected the unpermitted Construction or, if I deem it necessary, I have hired a licensed professional to verify that the unpermitted Construction complies with all applicable laws, ordinances, building codes, zoning regulations. Based on these activities I hereby certify that no apparent safety hazards exist related to the unpermitted Construction.

Signature: (signature of property owner)

Date: (date)

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 _____, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

My Commission Expires _____

Print Name _____

*To resolve Polk County Code Enforcement and Building Division compliance issues, this Affidavit must be completed, recorded in the Public Records of Polk County, and submitted to Polk County. *



Polk County
Board of County Commissioners

Agenda Item P.2.

10/1/2024

SUBJECT

Approve a Resolution identifying unrecorded subdivisions where the Board of County Commissioners desires to limit code enforcement and/or building division action for certain Construction.

DESCRIPTION

Polk County, in accordance with the Florida Building Code, requires that construction be permitted and inspected as part of the original construction process. However, Polk County has certain unrecorded subdivisions that have existing unpermitted Construction.

Because Polk County has unrecorded subdivisions with at least a twenty (20) year history of unpermitted Construction, the Board of County Commissioners desires to limit code enforcement and/or building division action against certain Construction in unrecorded subdivisions identified by this Resolution

RECOMMENDATION

Approve the Resolution identifying unrecorded subdivisions where the Board of County Commissioners desires to limit code enforcement and/or building division action for certain Construction.

FISCAL IMPACT

No fiscal Impact.

CONTACT INFORMATION

Randall Vogel
Assistant County Attorney
863-534-6744

RESOLUTION NO. 2024-_____

A RESOLUTION EXPRESSING THE INTENT OF POLK COUNTY, FLORIDA TO LIMIT CODE ENFORCEMENT AND/OR BUILDING DIVISION ACTION FOR CERTAIN CONSTRUCTION IN SPECIFIC UNRECORDED SUBDIVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Polk County has an important interest in ensuring that property rights are protected; and

WHEREAS, Polk County, in accordance with the Florida Building Code, requires that construction be permitted and inspected as part of the original construction process; and

WHEREAS, Polk County has limited resources to review and inspect construction in unrecorded subdivisions with a history of unpermitted construction; and

WHEREAS, The difficulty created by ensuring construction, completed in these unrecorded subdivisions, comply with all applicable county codes, regulations, and ordinances is a substantial issue;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA THAT:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 125, Florida Statutes, Polk County Ordinance 24-_____ and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The Board hereby finds, determines, and declares as follows:

- A) The County is authorized under law, including, without limitation, the Act, to limit code enforcement and/or building division action for certain Construction on property in unrecorded subdivisions; and
- B) The area(s) of land listed in exhibit "A" consist of real property subdivided into fifty or more lots of less than five acres each; not under common ownership; not platted in accordance with Chapter 177; containing unmarked, unsterilized and/or unmaintained lots, roadways, trails, pathways, or easements; and with no material improvements to the property; and
- C) The area(s) of land listed in exhibit "A" has at least a twenty (20) year history of unpermitted construction.

D) Construction completed before June 1, 2024, in the area(s) of land listed in exhibit "A" are exempt from code enforcement and/or building division action IF the Owner meets the requirements of the Ordinance.

SECTION 3. EXPRESSION OF INTENT. This Resolution is a declaration of the official intent of the Board to classify the area(s) of land listed in exhibit "A" as unrecorded subdivisions for the purposes of Ordinance 24-_____.

SECTION 4. NO WARRANTIES OR INSURANCES. By adoption of this Resolution the Board provides no warranties or insurances that the Construction located within the unrecorded subdivision is safe or that the Construction complies with any applicable laws, ordinances, building codes, fire codes, zoning regulations or any safety codes whatsoever.

SECTION 5. FURTHER ACTION. The officers and employees of the County are hereby authorized to do all acts and things required of them by this Resolution to classify the area(s) listed in exhibit "A" as unrecorded subdivisions.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Polk County, Florida on _____, 2024.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

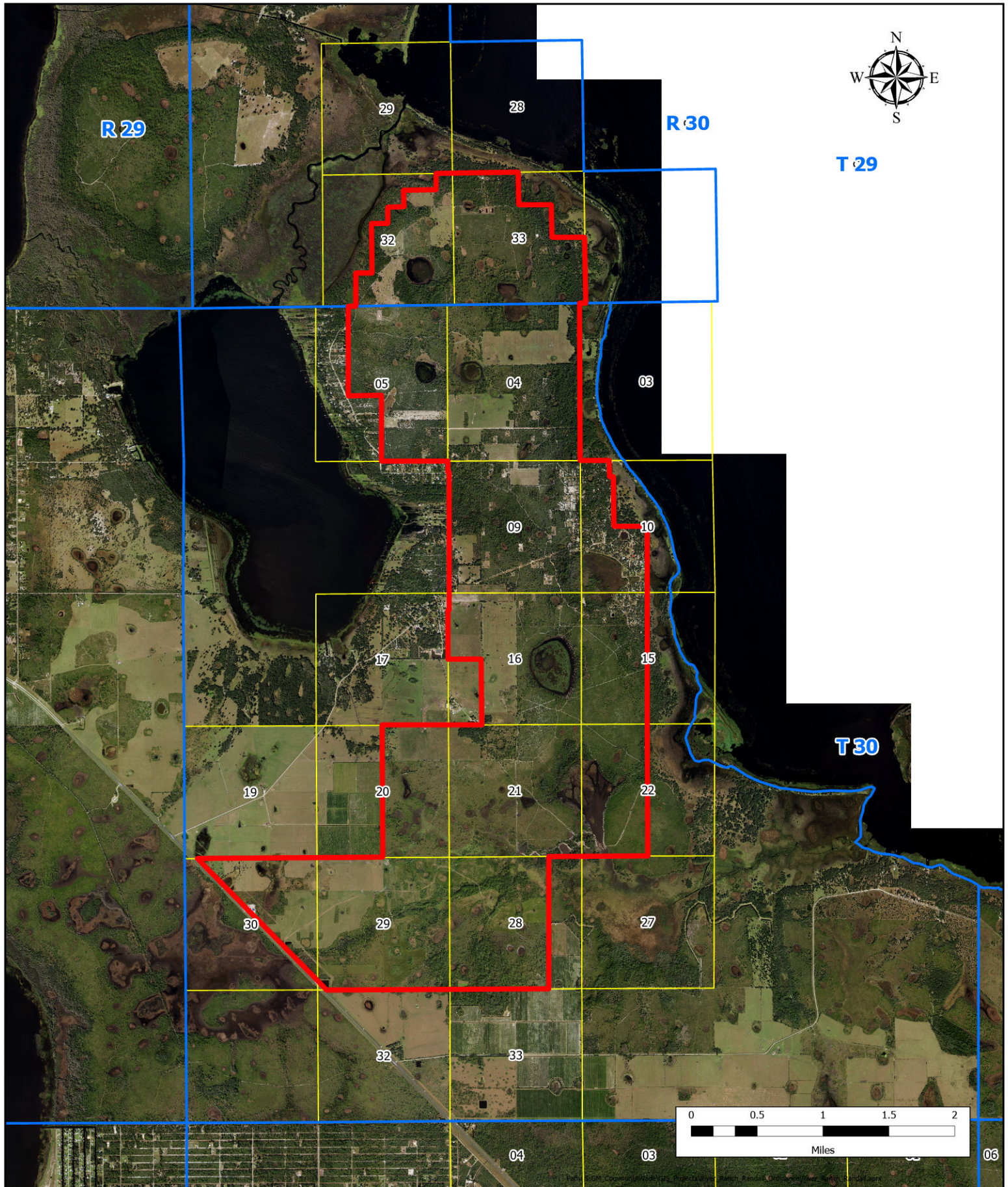
BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Bill Braswell, Chair

(SEAL)

Exhibit “A”



Polk County Board of County
Commissioners



River Ranch Ranch Ordinance

Author: arth.wade

Date Created: 9/25/2024

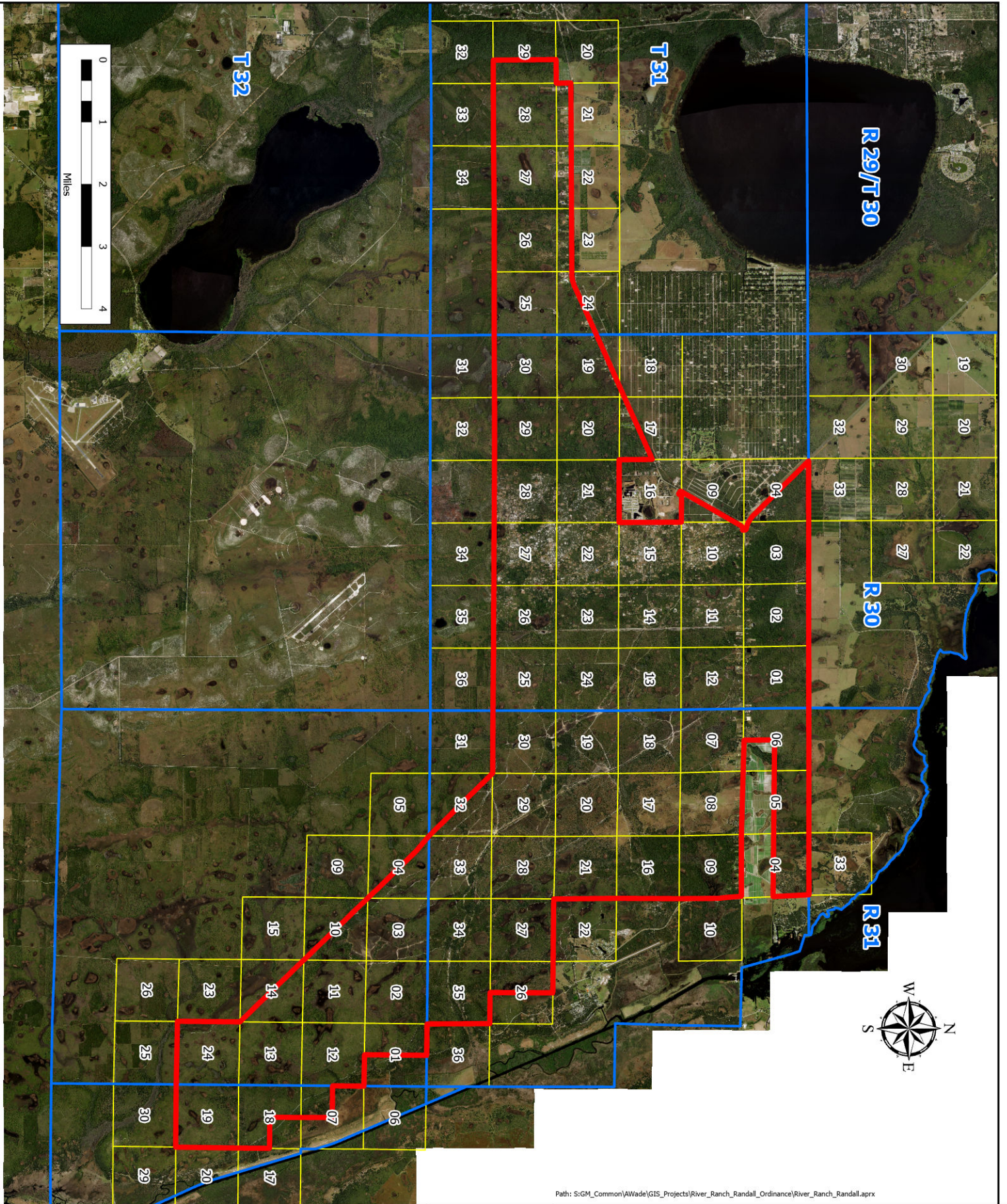
River Ranch North

Township 30 South Range 30 East

The West three quarters of section 28, all of section 29 and that portion of section 30 lying Northeast of State Road 60. All of section 21, the west half of section 22 and the east half of section 20. The west half of section 15 and all of section 16, less the west half of the Southwest quarter. The Southwest quarter of section 10, and the west half of the Northwest quarter of section 10. Also including all of section 4 and all the southeast quarter of section 5, along with north half of section 5, less the west half of the northwest quarter.

Township 29 South Range 30 East

All of section 33, less the North half of the Northeast quarter and less the southeast quarter of the Northeast quarter. All of section 32, less the northeast, the northwest and the southwest quarter of the northwest quarter, and less the north half and the southwest quarter of the southeast quarter of the northwest quarter, and less the northwest quarter of the northeast of the northeast quarter, and less the north half and the southwest quarter of the northwest quarter of the northeast quarter, and less the southwest quarter of the southwest quarter, and less the west three quarters of the north half of the southwest quarter.



Path: S:\GM_Common\AWade\GIS_Projects\River_Ranch_Randall_Ordinance\River_Ranch_Randall.aprx

Polk County Board of County Commissioners



River Ranch South Ordinance

Author: arth.wade

Date Created: 9/25/2024

River Ranch South

Township 32 South Range 32 East

All of section 19; the Northwest 1/4 and the south half of section 18 and the southwest 1/4 of section 7.

Township 32 South Range 31 East

The West half of section 1, all of sections 2,3,11,12,13 and 24. Also the Northeast halves of sections 4,10 and 14.

Township 31 South Range 31 East

All of sections 7,8,9,18,17,16,19,20,21,29,28,27,30,33,34,35, the Northeast half of section 32, the north half of sections 4,5, and 6 and the west half of section 6.

Township 31 South Range 30 East

All of sections 1,2,3,11,12,13,14,15,20,21,22,23,25,26,27,28,29,30. Also those portions of sections 17 and 19 lying southeast of County Road 630. Also, all of Sections 10, and 24. Also that portion of section 9 lying southeast of County Road 630, and that portion of section 4 lying northeast of State Road 60.

Township 31 South Range 29 East

All of sections 25,26,27,28 including the East two thousand feet of section 29. Also, sections 21,22,23, and 24 lying south of County Road 630.



Polk County
Board of County Commissioners

Agenda Item R.1.

10/1/2024

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2203.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2203 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 2203.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

BLANKET PROPERTY REMOVAL FORM # 2203

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: K. Swafford
Fixed Asset Accounting Office of Clerk Auditor

Approved By _____
Chairman of the Board of County Commissioners

BoCC Approval Date: 10/1/2024

Property # 58986 Asset # 101651
Item: SAMPLER, COMPOSITE - REFRIG ISCO 6712 REFRIG SAMPLER
Serial # Date Rec'd. 8/27/2020 Cost \$6,901.90
Reason for Request: CANNIBALIZED - TO BE USED FOR PARTS

Property # N0000002767 Asset # 50803
Item: SWITCH, IT 2950G EI
Serial # FOC0751W2TF Date Rec'd. 3/24/2004 Cost \$2,141.88
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # N0001250341 Asset # 51115
Item: SAMPLER, COMPOSITE ISCO 6700
Serial # 197K02033 Date Rec'd. 2/10/1998 Cost \$7,200.00
Reason for Request: CANNIBALIZED - TO BE USED FOR PARTS

Property # N0000004901 Asset # 58306
Item: WORKSTATION, MODULAR
Serial # Date Rec'd. 9/29/2005 Cost \$26,759.88
Reason for Request: DISPOSED OF PRIOR TO BOCC APPROVAL

Property # N0000200753 Asset # 58542
Item: WORKSTATION, MODULAR KNOLL
Serial # Date Rec'd. 9/18/1995 Cost \$1,666.40
Reason for Request: DISPOSED OF PRIOR TO BOCC APPROVAL

Property # N0000200806 Asset # 58545
Item: WORKSTATION, MODULAR HAWORTH
Serial # Date Rec'd. 12/30/1997 Cost \$2,819.03
Reason for Request: DISPOSED OF PRIOR TO BOCC APPROVAL

Property # N0000200808 Asset # 58547
Item: WORKSTATION, MODULAR HAWORTH
Serial # Date Rec'd. 12/30/1997 Cost \$2,819.03
Reason for Request: DISPOSED OF PRIOR TO BOCC APPROVAL

Property # N0000200809 Asset # 58548
Item: WORKSTATION, MODULAR HAWORTH
Serial # Date Rec'd. 12/30/1997 Cost \$2,819.03
Reason for Request: DISPOSED OF PRIOR TO BOCC APPROVAL

Property # N0000200810 Asset # 58549
Item: WORKSTATION, MODULAR HAWORTH
Serial # Date Rec'd. 12/30/1997 Cost \$2,819.03
Reason for Request: DISPOSED OF PRIOR TO BOCC APPROVAL

Property # N0002992301 Asset # 61761
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1485 Date Rec'd. 8/13/2006 Cost \$3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # N0002992412	Asset # 61872				
Item: RADIO, 800 MHZ - MOBILE		MOTOROLA	XTL5000		
Serial # 500CGP1557		Date Rec'd. 8/15/2006		Cost	\$3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # N0002992562	Asset # 62022				
Item: RADIO, 800 MHZ - MOBILE		MOTOROLA	XTL5000		
Serial # 500CGP1606		Date Rec'd. 9/1/2006		Cost	\$3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # N0002992674	Asset # 62134				
Item: RADIO, 800 MHZ - MOBILE		MOTOROLA	XTL5000		
Serial # 500CGP1892		Date Rec'd. 9/17/2006		Cost	\$3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 31083409	Asset # 68388				
Item: TRUCK, UTILITY 4X2		FORD	F 350 SUPER DUTY		
Serial # 1FDWW36Y98EC98758		Date Rec'd. 12/13/2007		Cost	\$26,682.87
Reason for Request: TO BE SOLD AT AUCTION					
Property # N0002992876	Asset # 68561				
Item: RADIO, 800 MHZ - MOBILE		MOTOROLA	XTL 5000 MOBILE RADIO		
Serial # 500CHR0880		Date Rec'd. 10/1/2007		Cost	\$3,485.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 11097102	Asset # 69719				
Item: AUTOMOBILE, SEDAN		FORD	FOCUS		
Serial # 1FAHP35N99W155098		Date Rec'd. 10/22/2008		Cost	\$12,823.64
Reason for Request: TO BE SOLD AT AUCTION					
Property # 21093424	Asset # 70032				
Item: VAN, CARGO		FORD	ECONOLINE E258		
Serial # 1FTNS24W29DA51936		Date Rec'd. 3/22/2009		Cost	\$17,050.21
Reason for Request: TO BE SOLD AT AUCTION					
Property # 51562	Asset # 70291				
Item: SERVER, IT		HEWLETT PACKARD	PROLIANT DL 380		
Serial # USE930N60H		Date Rec'd. 7/23/2009		Cost	\$8,247.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # N0002993250	Asset # 70890				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA	XTS 2500 TYPE III		
Serial # 205CKP4264		Date Rec'd. 12/9/2009		Cost	\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # N0002993549	Asset # 71189				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA	XTS 2500 TYPE III		
Serial # 205CKP5078		Date Rec'd. 12/14/2009		Cost	\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # N0002993624	Asset # 71264				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA	XTS 2500 TYPE III		
Serial # 205CKP5284		Date Rec'd. 12/14/2009		Cost	\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # N0002993963	Asset # 71784				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA	XTS 2500 TYPE III		
Serial # 205CKP4002		Date Rec'd. 1/26/2010		Cost	\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					

Property # N0002993661A	Asset # 72196			
Item: RADIO, 800 MHZ - HANDHELD	MOTOROLA	XTS 2500 TYPE II		
Serial # 205CKV2418	Date Rec'd 1/3/2010	Cost		\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002993716A	Asset # 72231			
Item: RADIO, 800 MHZ - HANDHELD	MOTOROLA	XTS 2500 TYPE III		
Serial # 205CKP5060	Date Rec'd 1/5/2010	Cost		\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002993728A	Asset # 72243			
Item: RADIO, 800 MHZ - HANDHELD	MOTOROLA	XTS 2500 TYPE III		
Serial # 205CKP5403	Date Rec'd 1/5/2010	Cost		\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002993834A	Asset # 72348			
Item: RADIO, 800 MHZ - HANDHELD	MOTOROLA	XTS 2500 TYPE III		
Serial # 205CKV2375	Date Rec'd 1/12/2010	Cost		\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002993835A	Asset # 72349			
Item: RADIO, 800 MHZ - HANDHELD	MOTOROLA	XTS 2500 TYPE III		
Serial # 205CKV2389	Date Rec'd 1/12/2010	Cost		\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002993856A	Asset # 72370			
Item: RADIO, 800 MHZ - HANDHELD	MOTOROLA	XTS 2500 TYPE III		
Serial # 205CKV2455	Date Rec'd 1/13/2010	Cost		\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002994716	Asset # 72863			
Item: RADIO, 800 MHZ - MOBILE	MOTOROLA	XTL 2500		
Serial # 514CLF1946	Date Rec'd 3/21/2010	Cost		\$3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002994764	Asset # 73090			
Item: RADIO, 800 MHZ - MOBILE	MOTOROLA	XTL 2500		
Serial # 514CLH1573	Date Rec'd 5/11/2010	Cost		\$3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002994823	Asset # 73149			
Item: RADIO, 800 MHZ - CONSOLETTA	MOTOROLA	XTL 5000		
Serial # 276CLF0226	Date Rec'd 5/18/2010	Cost		\$5,615.20
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002994893	Asset # 73320			
Item: RADIO, 800 MHZ - MOBILE	MOTOROLA	XTL 2500		
Serial # 514CLH1706	Date Rec'd 6/2/2010	Cost		\$3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002994910	Asset # 73337			
Item: RADIO, 800 MHZ - MOBILE	MOTOROLA	XTL 2500		
Serial # 514CLH1763	Date Rec'd 6/2/2010	Cost		\$3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002994943	Asset # 73487			
Item: RADIO, 800 MHZ - MOBILE	MOTOROLA	XTL 2500		
Serial # 514CLH1796	Date Rec'd 6/10/2010	Cost		\$3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # N0002995102	Asset # 75371				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA		XTS 2500 TYPE III	
Serial # 205CMZ3030		Date Rec'd. 1/10/2012		Cost	\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # N0002995103	Asset # 75372				
Item: RADIO, 800 MHZ - HANDHELD		MOTOROLA		XTS 2500 TYPE III	
Serial # 205CMZ3031		Date Rec'd. 1/10/2012		Cost	\$3,628.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 60129008	Asset # 75803				
Item: TRACTOR		CHALLENGER		MT465B	
Serial # 132072		Date Rec'd. 9/24/2012		Cost	\$65,690.00
Reason for Request: TO BE SOLD AT AUCTION					
Property # 31133404	Asset # 79138				
Item: TRUCK, UTILITY 4X4		FORD		F550	
Serial # 1FDUF5HY6DEA18496		Date Rec'd. 3/31/2013		Cost	\$54,223.67
Reason for Request: TO BE SOLD AT AUCTION					
Property # 21153424	Asset # 88670				
Item: TRUCK, PICKUP 4X4		FORD		F250	
Serial # 1FT7X2B6XFEA13633		Date Rec'd. 4/8/2014		Cost	\$24,503.67
Reason for Request: TO BE SOLD AT AUCTION					
Property # 60149002	Asset # 88739				
Item: TRACTOR		CHALLENGER		MT465D	
Serial # D322066		Date Rec'd. 5/21/2014		Cost	\$81,031.00
Reason for Request: TO BE SOLD AT AUCTION					
Property # N0002995106	Asset # 89092				
Item: RADIO, 800 MHZ - MOBILE		MOTOROLA		XTL 5000	
Serial # 500CNT0117		Date Rec'd. 9/21/2014		Cost	\$4,270.60
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 31153414	Asset # 89137				
Item: TRUCK, DUMP - FLATBED		FORD		F350	
Serial # 1FDRF3G69FEB07170		Date Rec'd. 9/29/2014		Cost	\$35,754.80
Reason for Request: TO BE SOLD AT AUCTION					
Property # 54936	Asset # 91954				
Item: SERVER, IT		DELL		N3024	
Serial # 44A14YY88745N12		Date Rec'd. 8/12/2015		Cost	\$4,922.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 54937	Asset # 91955				
Item: SERVER, IT		DELL		N3024	
Serial # PX2A37P852P2XAL		Date Rec'd. 8/12/2015		Cost	\$4,922.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 21152406	Asset # 94003				
Item: VAN, CARGO		FORD		TRANSIT CONNECT	
Serial # NM0LS7E74F1226693		Date Rec'd. 9/21/2015		Cost	\$24,911.16
Reason for Request: TO BE SOLD AT AUCTION					
Property # 55133	Asset # 94490				
Item: FIREWALL		CHECK POINT		12200 NEXT GENERATION	
Serial # 1537801367		Date Rec'd. 1/13/2016		Cost	\$27,558.89
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					

Property # 55874	Asset # 95037	CHECK POINT	12200 NEXT GENERATION	
Item: FIREWALL		Date Rec'd 9/12/2016	Cost	\$43,386.10
Serial # 1552B00231				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 21173955	Asset # 95236	FORD	F250	
Item: TRUCK, PICKUP 4X4		Date Rec'd 1/11/2017	Cost	\$28,052.60
Serial # 1FT7X2B65HEC32731				
Reason for Request: TO BE SOLD AT AUCTION				
Property # 55945	Asset # 95288	CHECK POINT	1180 NGTP	
Item: FIREWALL		Date Rec'd 1/18/2017	Cost	\$2,040.80
Serial # 1609393006500107				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 55947	Asset # 95290	CHECK POINT	1200R NEXT GENERATION	
Item: FIREWALL		Date Rec'd 1/18/2017	Cost	\$2,159.80
Serial # NX1641000482				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 55948	Asset # 95291	CHECK POINT	1200R NEXT GENERATION	
Item: FIREWALL		Date Rec'd 1/18/2017	Cost	\$2,159.80
Serial # NX164100081				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 55949	Asset # 95292	CHECK POINT	1200R NEXT GENERATION	
Item: FIREWALL		Date Rec'd 1/18/2017	Cost	\$2,159.81
Serial # NX164100083				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 31172661	Asset # 95786	FORD	F550	
Item: TRUCK, UTILITY 4X4		Date Rec'd 5/22/2017	Cost	\$70,849.03
Serial # 1FDUF5HY1HEC57105				
Reason for Request: TO BE SOLD AT AUCTION				
Property # 55534	Asset # 96213	CISCO	CATALYST 2960X-48 PORT	
Item: SWITCH, IT		Date Rec'd 9/25/2017	Cost	\$4,443.00
Serial # FCW2131A1CY				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 55540	Asset # 96723	HP	ZBOOK 15U G4	
Item: COMPUTER, LAPTOP		Date Rec'd 10/9/2017	Cost	\$1,931.00
Serial # 5CG7386051				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 55565	Asset # 96969	HPE	BL460C	
Item: BLADE SERVER - IT		Date Rec'd 1/26/2018	Cost	\$24,030.42
Serial # 2M280306FK				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 55593	Asset # 97216	HPE	BL460C GEN 9	
Item: BLADE SERVER - IT		Date Rec'd 6/2/2018	Cost	\$22,513.86
Serial # 2M282101KW				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				
Property # 55594	Asset # 97217	HPE	BL460C GEN 9	
Item: BLADE SERVER - IT		Date Rec'd 6/2/2018	Cost	\$22,513.86
Serial # 2M282101KV				
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL				

Property # 55595	Asset # 97218				
Item: BLADE SERVER - IT		HPE	BL460C GEN 9		
Serial # 2M282101KX		Date Rec'd 6/2/2018		Cost	\$22,513.86
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 55577	Asset # 97413				
Item: COMPUTER, LAPTOP		HP	SB ZBOOK 15 G4		
Serial # 5CG743108Q		Date Rec'd 3/15/2018		Cost	\$1,599.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 55763	Asset # 97608				
Item: BLADE SERVER - IT		HPE	BL460C		
Serial # 2M2834050T		Date Rec'd 8/30/2018		Cost	\$23,248.78
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 55764	Asset # 97609				
Item: BLADE SERVER - IT		HPE	BL460C		
Serial # 2M2834050V		Date Rec'd 8/30/2018		Cost	\$23,248.78
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 55765	Asset # 97610				
Item: BLADE SERVER - IT		HPE	BL460C		
Serial # 2M2834050S		Date Rec'd 8/30/2018		Cost	\$23,248.78
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # 55749	Asset # 97646				
Item: SWITCH, IT		CISCO	2960-X 24PD-L		
Serial # SFJC2227W287		Date Rec'd 8/16/2018		Cost	\$3,650.89
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
(64 detail records)					\$856,129.06



Polk County
Board of County Commissioners

Agenda Item R.2.

10/1/2024

SUBJECT

SET HEARING: (LDCPAS-2024-6 Copalas Market CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 1.58 +/- acres of a total of 4.22 +/- acre parent parcel from Leisure/Recreation (LR) to Linear Commercial Corridor (LCC) in the Urban Growth Area (UGA). The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located south of Old Haines City Lake Alfred Road, east of Willow Road, west of Lake Lowery Road, north of US Highway 92 (State Road 600), and north of the city of Lake Alfred, in Section 27, Range 27, Range 26. State law requires one Planning Commission hearing, which was held on September 4th, 2024, with a recommendation for approval (7:0).

RECOMMENDATION

Request Board set the adoption hearing date for October 15, 2024, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II
Land Development Division
863-534-7515
JohnathanSims@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.3.

10/1/2024

SUBJECT

SET HEARING: (LDCPAS-2024-11 US 98 Ft. Meade ARR CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 40.59 +/- acres from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) in the Rural Development Area (RDA). The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located on the south side of US Highway 98 E, west of Pool Branch Road, north of Dishong Road, east of Edgewood Drive, and east of the city of Fort Meade, in Section 25, Township 31, Range 25. State law requires one Planning Commission hearing, which was held on September 4th, 2024, with a recommendation for approval (7:0).

RECOMMENDATION

Request Board set the adoption hearing date for October 15, 2024, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III
Land Development Division
863-534-6468
robertbolton@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.4.

10/1/2024

SUBJECT

SET HEARING: (LDCPAS-2024-12 Hall Communications IND CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 49.10 +/- acres from Phosphate Mining (PM) to Industrial (IND) in the Rural Development Area (RDA) and Urban Growth Area (UGA). The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located south and east of County Road 555, west of Noralyn Mine Road, north of County Road 640, and west of the city of Bartow, in Section 24, Township 30, Range. State law requires one Planning Commission hearing, which was held on September 4th, 2024, with a recommendation for approval (7:0).

RECOMMENDATION

Request Board set the adoption hearing date for October 15, 2024, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II
Land Development Division
863-534-7515
JohnathanSims@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.5.

10/1/2024

SUBJECT

SET HEARING: (LDCPAS-2024-13 5955 South Florida Avenue South CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 11.8 +/- acres from Business-Park Center (BPC) to Institutional (INST) in the Transit Supportive Suburban Development Area (TSDA). The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located on the West side of South Florida Avenue (State Road 37), north of County Road 540A, south of the city of Lakeland, in Section 13, Township 29, Range 23. State law requires one Planning Commission hearing, which was held on September 4th, 2024, with a recommendation for approval (7:0).

RECOMMENDATION

Request Board set the adoption hearing date for October 15, 2024, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

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



Polk County
Board of County Commissioners

Agenda Item R.6.

10/1/2024

SUBJECT

SET HEARING: (LDGPAS-2024-14 Peace River ROS CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 11.67 +/- acres from Agricultural/Residential Rural (A/RR) & Linear Commercial Corridor (LCC) to Recreation/Open Space (ROS) at the Bartow Peace River Landing in the Rural Development Area (RDA). The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request for property located at 2001 East Highway 60, north of Wabash Street, west of Moose Lodge Road, east of US-17, east of Bartow in Section 04, Township 30, Range 25. State law requires one Planning Commission hearing, which was held on September 4th, 2024, with a recommendation for approval (7:0).

RECOMMENDATION

Request Board set the adoption hearing date for October 15, 2024, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Aleya Inglima, Planner II
Land Development Division
863-534-6764
AleyaInglima@polk-county.net



Polk County
Board of County Commissioners

Agenda Item R.7.

10/1/2024

SUBJECT

SET HEARING: (LDCPAS-2024-17 Homeland Park CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 5.71 +/- acres from Rural Cluster Center (RCC) to Leisure/Recreation (L/R) at the Homeland Heritage Park. The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request for a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 5.71 +/- acres from Rural Cluster Center (RCC) to Leisure/Recreation (L/R) at the Homeland Heritage Park, located at 249 Church Avenue, south of 2nd Street, east of Old Bartow Road, north of 4th Street, west of US 17 in Homeland, south and east of Bartow, in Section 04, Township 31, Range 25. State law requires one Planning Commission hearing, which was held on September 4th, 2024, with a recommendation for approval (7:0).

RECOMMENDATION

Request Board set the adoption hearing date for October 15, 2024, 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.8.

10/1/2024

SUBJECT

SET HEARING: (LDCPAS-2024-18 Crystal Lake CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 2.32 +/- acres from Residential Low (RL) to Recreation/Open Space (ROS) at the Crystal Lake Park. The suggested adoption hearing date is October 15, 2024, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 2.32 +/- acres from Residential Low (RL) to Recreation/Open Space (ROS) at the Crystal Lake Park, located at 2500 North Crystal Lake Drive, west of Combee Road, northwest of Skyview Drive, southwest of Mount Airy Avenue, east of Lakeland, in Section 21, Township 28, Range 24. State law requires one Planning Commission hearing, which was held on September 4th, 2024, with a recommendation for approval (7:0).

RECOMMENDATION

Request Board set the adoption hearing date for October 15, 2024, 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.9.

10/1/2024

SUBJECT

Approve the release of a cash surety in the amount of \$2,665.30 for Davenport Carwash. (No fiscal impact)

DESCRIPTION

On September 19, 2023, the Board accepted a cash surety in the amount of \$2,665.30. A warranty inspection was performed on August 2, 2024, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release the cash surety in the amount of \$2,665.30.

RECOMMENDATION

Request Board approve the release of the cash surety in the amount of \$2,665.30 for Davenport Carwash.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net



WARRANTY INSPECTION FORM

Subdivision Name: Davenport Carwash – LDSUR-2023-20	
Road Name:	
Engineering Firm / Engineer of Record: Michael J Palmer, P.E. – Synergy Civil Engineering, Inc.	
Contractor:	
Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	
Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage	
C. Perimeter Swales:	
Utility Items:	Condition / Remarks
A. Amount Security: \$2,665.30	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	
Inspector: Tim Bearden	
Date: 8/2/2023	

**SYNERGY CIVIL
Engineering**

OPINION OF COST						
PROJECT NAME: Davenport Carwash						
"A" SEWAGE COLLECTION SYSTEM	Public / Private	Spec. O.C.U.	Quantity	Units	Unit Cost	Total Cost
6 inch SS Service Pipe (Gravity)	Public	PVC SDR-26	23	LF	\$35.00	\$805.00
Cleanout	Public	PVC SDR-26	1	EACH	\$675.00	\$675.00
Manhole Connection	Public	WW-02	1	EACH	\$1,500.00	\$1,500.00
Sewer Televiewing	Public		1	EACH	\$2,000.00	\$2,000.00
Record Drawings	Public		1	LS	\$1,000.00	\$500.00
TOTAL ITEM 'A'						\$5,480.00
"B" WATER DISTRIBUTION SYSTEM						
2 inch Service Pipe	Public	AWWA C901-20	10	LF	\$25.00	\$250.00
2" Tap to Existing Main (Wet) (Service)	Public	GR-20-1	1	EACH	\$3,500.00	\$3,500.00
Fire Hydrant Assembly & Valve	Public	WA-03	1	EACH	\$4,000.00	\$4,000.00
6" Tap to Existing Main (Wet) (Hydrant)	Public	WA-03	1	EACH	\$5,000.00	\$5,000.00
Water Meter & Backflow Preventer	Public	WA-05	1	EACH	\$5,500.00	\$5,500.00
Record Drawings	Public		1	LS	\$1,000.00	\$500.00
TOTAL ITEM 'B'						\$18,750.00
SUBTOTAL ITEMS A-C						\$24,230.00
Contingencies					10%	\$2,423.00
TOTAL ITEM 'A'-C'						\$26,653.00



MICHAEL J. PALMER, State of Florida P.E. LIC. NO. 63743

This item has been digitally signed and sealed by
Michael J. Palmer, PE, on 05-03-23
Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies.
CERTIFICATE OF AUTHORIZATION No.27692

SUBMITTED BY:

Synergy Civil Engineering, Inc.
2453 McMullen Booth Road, Suite 200
Clearwater, FL 33759
Contact: Michael J. Palmer
Phone: (727) 470-1344

Digitally signed by Michael J Palmer
DN: cn=Michael J Palmer c=US
o=Florida
Reason: I am the author of this
document
Location: 2457 McMullen Booth Rd
Clearwater, FL
Date: 2023-05-03 10:26-04:00



Polk County
Board of County Commissioners

Agenda Item R.10.

10/1/2024

SUBJECT

Approve the release of a cash surety in the amount of \$2,136.20 for The Retreat Orlando. (No fiscal impact)

DESCRIPTION

On September 19, 2023, the Board accepted a cash surety in the amount of \$2,136.20. A warranty inspection was performed on August 2, 2024, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release the cash surety in the amount of \$2,136.20.

RECOMMENDATION

Request Board approve the release of the cash surety in the amount of \$2,136.20 for The Retreat Orlando.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polk-county.net



WARRANTY INSPECTION FORM

Subdivision Name: The Retreat Orlando – LDSUR-2021-60	
Road Name:	
Engineering Firm / Engineer of Record: Momtaz Barq, P.E. – Terra-Max Engineering	
Contractor:	
Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	
Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage	
C. Perimeter Swales:	
Utility Items:	Condition / Remarks
A. Amount Security: \$2,136.20	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	
Inspector: Tim Bearden	
Date: 8/2/2023	



**TERRA-MAX
ENGINEERING**

September 30, 2021

Chrissy Irons
Polk County Land Dev. Division
330 W. Church St.
Bartow, FL 33830

**Subject: The Retreat Orlando
Engineer's Certification of Cost
2700 Sand Mine Road, Davenport, FL.
PCU Project Numbers: LDRES-2018-45 & LDSUR-2021-60
TME Project: FAL- 01-001**

REVISED 10/14/2021

Ms. Irons,

Terra-Max Engineering, Inc. (TME) was retained by the developer of the Retreat Orlando to assume the responsibility of the Engineer of Record. Please find below, an itemized cost breakdown of improvements made on site. This breakdown has been prepared in conjunction with the site contractor based on their initial proposal and final pay application. The total cost of improvements in the utility easement is \$21,362.00. A maintenance surety amount of 10% is proposed for this project in the amount of \$2,136.20. TME requests your approval of this proposed amount to cover the maintenance surety.

If you should have any questions regarding the attached information, please do not hesitate to call me at (407) 578-2763 x111.

Sincerely,

Terra-Max Engineering, Inc.

Momtaz Barq, P.E.
Principle Engineer
MMB/sks



TERRA-MAX
ENGINEERING

UTILITIES COST ESTIMATE

Type of Estimate: Preliminary Planning () Pre-Design () **Final Design (X)**

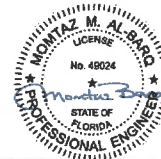
Engineer's Project No.: **FAL-01-001**

Project Name: **Retreat Orlando** Prepared By: **RMK** Date: **10/8/2021**
Budget Cost Estimate (+/-1.6 AC) Checked By: **MMB**

SYSTEM	MATERIAL	QUANTITY	UNITS	UNIT PRICE	AMOUNT
POTABLE WATER	4" PVC, AWWA C-900, DR 18, Blue	25.00	LF	\$8.00	\$200.00
	4" Gate Valve Assembly, Complete	2.00	EA.	\$800.00	\$1,600.00
	4" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	2.00	EA.	\$350.00	\$700.00
	4" Master Meter & Backflow	1.00	EA.	\$6,000.00	\$6,000.00
	8" PVC, AWWA C-900, DR 18, Blue	22.00	LF	\$21.00	\$462.00
	8" Gate Valve Assembly, Complete	2.00	EA.	\$1,600.00	\$3,200.00
	8" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	2.00	EA.	\$600.00	\$1,200.00
	8" Backflow	1.00	EA.	\$8,000.00	\$8,000.00
	Subtotal:				\$21,362.00

SYSTEM	MATERIAL	QUANTITY	UNITS	UNIT PRICE	AMOUNT
SANITARY SEWER					
	N/A	0.00	EA.	\$4,710.00	\$0.00
	N/A	0.00	LF	\$35.00	\$0.00
	Subtotal:				\$0.00
SYSTEM	MATERIAL	QUANTITY	UNITS	UNIT PRICE	AMOUNT
RECLAIM					
	N/A	0.00	EA.	\$750.00	\$0.00
	N/A	0.00	LF	\$12.50	\$0.00
	Subtotal:				\$0.00
Subtotal, Utilities:				\$21,362.00	
10% of Utilities Subtotal				\$2,136.20	

Digitally signed by Momtaz Al-Barq
 DN: c=US, o=Terra-Max
 Engineering Inc.,
 ou=A01410C00000172BEA84F710
 000D31E, cn=Momtaz Al-Barq
 Date: 2021.10.14 16:23:45 -04'00



Momtaz Barq, P.E.
Project Manager
FL License No. 49024
COA No. 26002



Polk County
Board of County Commissioners

Agenda Item R.11.

10/1/2024

SUBJECT

Approve the First Amendment to the American Rescue Plan Fund Agreement with Heart for Winter Haven. (No Fiscal Impact)

DESCRIPTION

On March 11, 2021, the American Rescue Plan Act of 2021 was signed into law which included the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). The Act was designed to facilitate the United States' recovery from the COVID pandemic. Of the \$1.9 trillion approved, approximately \$140.8 million was appropriated to Polk County BoCC. The Fiscal Recovery Funds are intended to provide to local government economic relief in response to the impacts of COVID.

A portion of the ARP Funding, \$10.5 million, was allocated to address COVID's impact on public health and economic harm to households, small businesses, nonprofits, and impacted industries. In October 2021, the Board of County Commissioners requested and received proposals from applicants who qualified based upon the criteria that 1) the business/non-profit is located in Polk County, 2) the business/non-profit has been active as of January 1, 2021, and 3) the business/non-profit was negatively impacted by COVID. The Board selected recipients to receive an ARP Fund award to address these impacts.

Heart for Winter Haven is actively collaborating with the City of Winter Haven, local contractors, developers, property management agencies and owners, and nonprofit and faith-based agencies committed to addressing the housing shortage plaguing the greater Winter Haven area.

The original agreement was signed by the Board on April 19, 2022. This amendment to the original contract will allow Heart for Winter Haven to purchase a multi-family complex and rent out up to five units to families. This amendment does not change the amount of the original award of \$200,000.

RECOMMENDATION

Request the Board approve the first amendment to the Coronavirus State and Local Fiscal Recovery Funds American Rescue Plan Agreement with Heart for Winter Haven, Inc.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Christia Johnson
Budget and Management Services Director
Phone: 863-534-5985

**AMENDED AND RESTATED AMERICAN RESCUE PLAN
LOCAL FISCAL RECOVERY FUNDING AGREEMENT**

THIS AMENDED AND RESTATED AMERICAN RESCUE PLAN LOCAL FISCAL RECOVERY FUNDING AGREEMENT ("Agreement") is 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"), 330 W. Church Street, Attn.: Budget and Management Director, Bartow, Florida 33831, and **Heart for Winter Haven, Inc. ("Recipient")**, a Florida not for profit corporation, 250 Magnolia Ave SW, Attention: Brad Beatty, Executive Director, Winter Haven, Florida, 33880.

WHEREAS, pursuant to an agreement (the "SLFRF Agreement") with the U. S. Department of Treasury the County has received federal stimulus funding from the Coronavirus State and Local Fiscal Recovery Funds (the "ARP Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (the "Act"); and

WHEREAS, the Act authorizes the County to expend ARP Funds for the purpose of, among others, responding to the COVID-19 public health emergency or its negative economic impacts, including assistance to small businesses and non-profit agencies, as outlined in the U.S. Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and, when effective, its Final Rule (both and each, as applicable, the "SLFRF Rule"), and in accordance with all other applicable federal laws, regulations, rules, and guidance regarding the ARP Funds to include without limitation the U. S. Treasury Department's current version of its Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities (collectively, the "SLFRF Guidance"); and

WHEREAS, the County retains discretion, consistent with the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF Guidance, to act on a countywide basis to ensure efficient and responsible use of available ARP Funds; and

WHEREAS, pursuant to the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF Guidance, all ARP Funds received by the County must be obligated no earlier than March 3, 2021, and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026; and

WHEREAS, the County desires to allocate a portion of the ARP Funds to support the COVID-19 public health and economic response by addressing COVID-19 and its impact on public health as well as addressing its economic harm to households, small businesses, nonprofits, and impacted industries; and

WHEREAS, the County has accordingly requested and received requests for an allocation of ARP Funds from small businesses and non-profit agencies located in Polk County, such as the Recipient, who (i) have requested the funds for programs, services, or capital expenditures that respond to the public health and negative impacts of the pandemic; or (ii) whose operations and financial conditions were negatively impacted by the COVID-19 public health emergency, whether through a reduction in revenues, increase in operating costs, business disruption or closure, event cancellation or other similar circumstances occurring during the pandemic that created a financial hardship; and

WHEREAS, Applicant has submitted a written application (the "Application") to the County requesting an allocation of ARP Funds; and

WHEREAS, the County, by and through its Board of County Commissioners, has considered the Application and selected the Recipient for an award of ARP Funds in the amount set forth in Section 3 below, for those proposed uses(s) (the "Uses") specified in the Scope of Use attached hereto as Exhibit "A" and fully incorporated herein by reference, provided the Recipient only utilizes the ARP Funds for eligible uses as described in the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF Guidance; and

WHEREAS, the Recipient has agreed to accept and use the awarded ARP Funds in accordance with the terms, conditions, requirements, and limitations stated in the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF

Guidance, as each of the foregoing may from time to time be further amended, revised, supplemented, or restated in whole or in part, together with any other federal law, regulation, requirement, or guidance regarding the ARP Funds to include without limitation those stated within the prior referenced documents, and in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties previously entered an American Rescue Plan Local Fiscal Recovery Funding Agreement dated April 19, 2022 (the “Original Agreement”) to memorialize and document the award of ARP Funds and the obligations and duties related thereto; and

WHEREAS, parties have agreed to amend the Original Agreement to clarify the uses of the Recipient Funds and to restate the Original Agreement in the entirety;

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, the COUNTY and the RECIPIENT hereby enter into this Agreement for the disbursement and use of ARP Funds, as further set forth and described below.

1. Recitals; Restatement. (a) The recitals set forth above are true and accurate and fully incorporated herein. (b) This restated Agreement amends and restates the parties Original Agreement in its entirety.
2. Term. The term of this Agreement shall be from the March 15, 2022 through December 31, 2026, unless sooner terminated by the County.
3. Recipient’s Use of ARP Funds; Payment; Repayment.
 - (a) The County agrees to provide ARP Funds to Recipient in the amount of **Two Hundred Thousand Dollars, (\$200,000.00)** (the “Recipient Funds”) as further provided in the Scope of Use. The Recipient Funds shall only be expended for the Uses described in the scope. At the sole discretion of the County, the Recipient Funds may be distributed in multiple tranches of varying amounts as the County shall determine based on the anticipated demands for such funds.
 - (b) Unless the parties agree the Recipient Funds will be disbursed to Recipient by delivery of a check, the County will disburse the Recipient Funds via electronic funds transfer.
 - (c) If the Recipient has not timely disbursed the Recipient Funds as stated in the Scope of Use and in accordance with this Agreement, then upon the County’s request, the Recipient shall immediately return all such undistributed Recipient Funds to the County in accordance with instructions the County provides. Additionally, if Recipient disburses, distributes, or expends any portion of the Recipient Funds in violation of this Agreement due to negligence; willful misconduct; fraud, misrepresentation or other deceptive act; theft, embezzlement, conversion or other intentional wrongful act, or any other act of malfeasance, then the County may require the Recipient to repay or to reimburse the County the full amount of all such disbursements, distributions, or expenditures including any discovered after the expiration or other termination of the Agreement. This section shall survive the termination or expiration of the Agreement. Any return, repayment, or reimbursement of Recipient Funds shall be via electronic transfer to the County.
4. Ineligible Uses. The Recipient acknowledges and agrees that it shall not use any portion of the Recipient Funds for non-allowable uses specified under the Act, the SLFRF Rule, the SLFRF Agreement, or the SLFRF Guidance, including, without limitation, the following: (i) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; (ii) damages covered by insurance; (iii) usage of funds as a deposit into any pension fund; (iv) expenses that have been or will be reimbursed under any federal program; (v) debt service costs; (vi) contributions to a “rainy day” fund; or (vii) legal settlements.
5. Maintenance and Audit of Records; Performance Monitoring; Report Requirements.

- (a) Recipient agrees to maintain accurate and complete books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this Agreement, and in accordance with Florida's Public Records Act. Recipient further agrees to provide for audit purposes (upon request) all files, books, records, and documents pertaining to the expenditure or other distribution of the Recipient Funds which shall include without limitation receipts, invoices, and other related documents. The Recipient shall retain all such records in a secure place within Polk County. Recipient hereby grants the County and its designated representatives - which may include any representative or agent of the state or federal government to include without limitation the State Inspector General's Office, and those identified in the Act, the SLFRF Rule, the SLFRF Guidance, or other applicable federal requirements, an absolute right of access to all Recipient's records pertaining to the Recipient Funds and this Agreement together with a right to review, copy and audit the same, and the right to access, meet, confer, and interview Recipient's employees, agents, and any person receiving benefit from the Recipient Funds, or any portion thereof. The records shall be made available to the designated reviewer(s) and auditor(s) upon written request. Recipient shall assure that all records will be retained for a period of seven (7) years after all services and activities related to this Agreement are concluded. Recipient shall assure if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the above mentioned seven (7) year term, the records will be retained until seven (7) years from completion of the action and resolution of all issues which arise from it. If it is determined at any time during the course of an audit or otherwise that the Recipient used all or any portion of the Recipient Funds for an ineligible purpose, the Recipient shall promptly reimburse the County for such payment(s).
- (b) The County, through its employees, contractors, or other designated representatives, shall have the right to review and monitor the Recipient's performance of its Agreement obligations. The Recipient shall cooperate with the County to provide all necessary access to do so.
- (c) The Recipient shall regularly compile and submit reports to the County regarding Recipient's use and expenditure of the Recipient Funds. The reports shall be delivered, contain the content, and be formatted as the County will from time to time advise the Recipient so the County may fully comply with the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF Guidance as the same may be updated or revised during the Agreement term.
- (d) The provisions of this Section 5 shall survive the expiration or earlier termination of this Agreement.

6. Recipient's Representations and Warranties. Recipient hereby represents and warrants the following to the County:

- (a) Recipient currently maintains a physical location in Polk County and has continuously maintained such physical location since at least January 1, 2021.
- (b) Recipient has thoroughly reviewed the terms and conditions of this Agreement and the SLFRF Agreement, as well as the SLFRF Rule and the SLFRF Guidance, both available at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>, has consulted with its own legal counsel on these matters to the extent it desires to do so, and enters into this Agreement freely and of its own accord.
- (c) All information contained in the Application was true and correct at the time of submission and remains true and correct as of Recipient's signing of this Agreement.
- (d) The person executing this Agreement on behalf of the Recipient has the full power and authority to do so and is authorized to bind the Recipient.
- (e) The Recipient shall only use the Recipient Funds for eligible purposes as set forth in the Act, the SLFRF Rule, the SLFRF Agreement, and the SLFRF Guidance as each of the foregoing may from time to time be further amended, revised, supplemented, or restated in whole or in part, together with any other federal law, regulation, requirement, or guidance regarding the ARP Funds, and in accordance with the terms and conditions of this Agreement, for eligible costs for the Uses which Recipient incurs between March 3, 2021 through December 31, 2024, and are expended by Recipient no later than December 31, 2026.

7. Federal Requirements. Recipient acknowledges that the United States Government has provided all or a portion of the Recipient Funds. To fulfill certain federal requirements associated with the receipt of the Recipient Funds, Recipient shall comply with the applicable supplemental conditions attached hereto as Exhibit "B" and fully incorporated herein by reference and will also execute and deliver to the County the certifications attached hereto as Exhibit "C" and Exhibit "D", respectively.

8. Assurances. Recipient shall comply with all applicable Federal, State, and County constitutions, laws, ordinances, codes, and regulations now in effect and hereafter adopted in the performance of this Agreement. The Recipient's governance documents (e.g., Bylaws, Policies and Procedures, Articles of Incorporation, etc.) shall also regulate the program operation of Recipient. Any conflict or inconsistency between the Federal, State, or County guidelines and regulations, Recipient's governance documents, and this Agreement shall be resolved in favor of the most restrictive regulations. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Recipient receives Federal financial assistance. Recipient shall not exclude eligible residents from participation in any program on the grounds of race, color, national origin, sex, religion, handicap, or familial status. Recipient shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, Recipient shall immediately disclose such situations to the County and the County Attorney's Office for review. In accordance with the Drug Free Workplace Act of 1988, Recipient certifies that it has a policy designed to ensure that the Recipient's workplace is free from the illegal use, possession, or distribution of drugs or alcohol. Recipient is in compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Additionally, Recipient shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements, if applicable.

9. Default and Remedy. If Recipient fails to comply with any Agreement provisions and cure such non-compliance within seven (7) days after receiving written notice from the County, the County may withhold, temporarily or permanently, all or any unpaid portion of the Recipient Funds or of any invoiced amount which are in dispute until such failure is cured. In addition to the foregoing, upon any uncured default the County may also pursue any other available legal or equitable remedy.

10. Indemnification. Recipient shall indemnify and hold harmless the County, its agents, and employees from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the County, its agents, or employees may be subjected to by reason of injury to person or death or property damage, resulting from, arising out of or related to any action or commission, omission, negligence or fault of Recipient in connection with (i) this Agreement, including, without limitation, any default hereof or misrepresentation made hereunder, (ii) Recipient's performance of any services listed in the Application, or (iii) any use of the Recipient Funds. Additionally, Recipient shall indemnify and hold harmless the County, its agents, and employees from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description arising from, based upon, arising out of or related to the violation of any Federal, State, County or City constitution, law, ordinance, or regulation by Recipient. Funds made available pursuant to this Agreement shall not be used by Recipient for the purpose of initiating or pursuing litigation against the County. The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Entire Agreement. The entire agreement between the parties is set forth herein and contained within this document and the parties agree that there are no commitments, agreements, or understandings concerning the subject

matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No modification to this Agreement shall be binding on either party unless in writing and signed by both parties.

12. Law and Venue. The County and Recipient agree that all activities shall be governed in all respects by the laws of the State of Florida, and venue shall be in the state courts of Polk County, Florida or the United States District Court for the Middle District of Florida located in Hillsborough County, Florida.

13. Severability. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

14. No Construction against Drafter. The Parties 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.

15. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Recipient (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Recipient is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement. The Recipient shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness, and the Recipient shall have no right to speak for or bind the County in any manner.

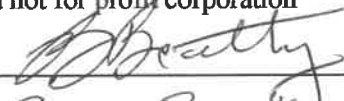
16. Assignment. This Agreement and each parties' respective rights, interests and obligations herein are not assignable without the prior written consent of the other party.

17. Notice. Any notice required to be provided hereunder shall be in writing, directed to the respective party at the address stated in the opening paragraph, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U. S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service. Notice will be effective upon receipt or upon refusal to accept receipt.

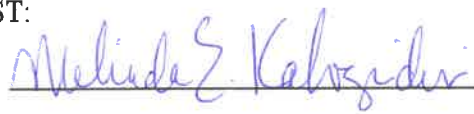
**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective authorized representatives as of the Effective Date defined above.

Heart For Winter Haven, Inc.
a Florida not for profit corporation

By: 
Name: Brad Beatty
Title: Exec. Dir

ATTEST:

By: 
Name: MELINDA E. KALOGRIDIS
Title: DIRECTOR OF HOUSING
Date Signed by Recipient: 8/23/24

POLK COUNTY, a political subdivision of
the State of Florida

By: _____
William Braswell, Chair
Board of County Commissioners

ATTEST:

Stacy M. Butterfield, Clerk of the Board

By: _____
Deputy Clerk

Date Signed by County: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

EXHIBIT "B"

FEDERAL SUPPLEMENTAL CONDITION

The following conditions are supplemental to the other Agreement terms and conditions. When there is conflict these Supplemental Conditions prevail unless other Agreement terms and conditions are stricter.

1. Equal Employment Opportunity. *(Applicable to construction contracts only)*

During the performance of this Contract, the Contractor agrees as follows:

(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 ensure that applicants are employed, and that employees are treated 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions.

including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Polk County, a political subdivision of the State of Florida, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Debarment and Suspension. (Exhibit "A")

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

7. Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Division of Emergency Management, Polk County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Purchase Order."

8. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

9. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Purchase Order only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

11. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

EXHIBIT "C"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: 

COMPANY NAME: Hart & WH

DATE: 8/22/24

EXHIBIT "D"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge, that:
(Contractor)

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



Polk County
Board of County Commissioners

Agenda Item R.12.

10/1/2024

SUBJECT

Red Ribbon Month Proclamation

DESCRIPTION

To proclaim October 2024 as Red Ribbon Month

RECOMMENDATION

Approve Proclamation

FISCAL IMPACT

N/A

CONTACT INFORMATION

Cynthia Goss

CynthiaGoss@polk-county.net <mailto:CynthiaGoss@polk-county.net>
863.534.5927

Proclamation

WHEREAS, substance abuse is the most common risk factor impacting youth and society; and the prevention education programs offered by InnerAct Alliance have proven to be effective tools in reducing risk factors; and

WHEREAS, InnerAct Alliance has been providing prevention education to youth and adults in the Polk, Hardee and Highlands County communities since 1985; and

WHEREAS, InnerAct Alliance serves as the fiscal agent for the StandUP Polk (adult-based) and UthMpact (youth-based) Coalitions for a Drug-Free Polk, and works in collaboration with the County and local law enforcement to provide prevention education programs and awareness events for youth and adults, medication take back days, and establish permanent prescription depositories to safely and properly dispose of unused medications; and

WHEREAS, the 39th Annual Red Ribbon Campaign will be highlighted by the Red Ribbon Run and Challenge on Saturday, October 26, 2024,

THEREFORE, we hereby proclaim October 2024 as:

Red Ribbon Month





Polk County
Board of County Commissioners

Agenda Item R.13.

10/1/2024

SUBJECT

Safe Sleep Awareness Month Proclamation

DESCRIPTION

To proclaim October 2024 as Safe Sleep Awareness Month

RECOMMENDATION

Approve Proclamation

FISCAL IMPACT

N/A

CONTACT INFORMATION

Cynthia Goss

CynthiaGoss@polk-county.net <mailto:CynthiaGoss@polk-county.net>
863.534.5927

Proclamation

WHEREAS, Sudden Unexpected Infant Death (SUID) is heartbreaking, and can happen in any family regardless of income, education, or community; and

WHEREAS, SUID is one of the leading causes of death in infants and is often associated with preventable unsafe infant sleep practices and environments; and

WHEREAS, Local and national agencies such as Children's Home Society, Florida Department of Health in Polk County, Healthy Start Coalition, Safe Kids Suncoast Coalition and their partnering agencies educate Polk County residents on safe sleep practices; and

WHEREAS, Polk County recognizes that infant unsafe sleeping is a public health issue across the county, and together we can help by ensuring any person caring for a baby is using safe sleep practices;

Therefore, the Polk County Board of County Commissioners hereby proclaim the month of **October 2024** as:

Safe Sleep Awareness Month





Polk County
Board of County Commissioners

Agenda Item R.14.

10/1/2024

SUBJECT

Approve 2022 HOME Community Housing Development Organization (CHDO) Funds for single family, new construction located in Haines City, FL. (\$236,302.00 one-time expense).

DESCRIPTION

Each year federal HOME grant funds are set aside for the development of affordable housing units as part of the HOME grant Polk County receives. This agreement outlines the timeline, and federal requirements for the expenditure of the HOME CHDO funds. Funds in the amount of \$236,302.00 are available to an approved Community Housing Development Organization (CHDO) for the construction of a single-family home for a low-income home buyer in Polk County. Housing and Neighborhood Development Services of Central Florida, Inc. (H.A.N.D.S) is an approved CHDO to construct a single-family unit using these funds.

RECOMMENDATION

Recommend the Board approve this agreement between Polk County and H.A.N.D.S of Central Florida Inc.

FISCAL IMPACT

Funds are available in the Special Revenue Grant Fund.

CONTACT INFORMATION

Jennifer Cooper
Housing & Neighborhood Dev. Manager
jennifercooper@polk-county.net
863-534-5209

**HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
(CHDO) PROJECT
AGREEMENT
BETWEEN
POLK COUNTY
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES INC.
FOR THE
2022 CHDO SET ASIDE FUNDS
TO BE USED FOR
New Construction located at:
1128 Avenue D
Haines City, Florida 33844
Contract Number: 2024CHDO22**

**FUNDING ACCOUNT NUMBER:
FUND NO. 11062 COST CENTER 340554009 ACCOUNT NO. 5334450**

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**HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) AND COMMUNITY
HOUSING DEVELOPMENT ORGANIZATION (CHDO) PROGRAM AGREEMENT
BETWEEN
POLK COUNTY
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES, INC.**

Fiscal Year 2022 Funds

This Agreement made and entered in triplicate and deemed effective as of this 1st day of October 2024 (the “Effective Date”) by and between Polk County, a Political Subdivision of the State of Florida, having a principal place of business at 330 Church Street, Bartow, Florida 33830, hereafter referred to as **COUNTY** and Housing and Neighborhood Development Services, Inc. of Central Florida, Inc., having a principal place of business at 2019 E. Edgewood Drive, Suite #110 Lakeland, FL, 33803, here after referred to as H.A.N.D.S.

WITNESSETH

WHEREAS, the COUNTY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, H.A.N.D.S has been certified with the COUNTY as a CHDO for this project, and the COUNTY desires to enter into an agreement to complete construction of a CHDO-eligible project in accordance with HOME regulations;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows;

Section I – Definitions

A. Housing and Neighborhood Development (HND) – is hereby defined as the Housing and Neighborhood Development Office, the HOME Program administering agency for the Board of County Commissioners of Polk County, Florida. For the purpose of this Agreement and all administration of HOME funds, HND shall act on behalf of the Polk County Board of County Commissioners, Polk County, Florida, in the execution and fiscal and programmatic control of this agreement. The term “Approval by the COUNTY” or like term used in this Agreement shall in no way relieve H.A.N.D.S from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. DEVELOPER’S FEE – is hereby defined as the amount of money the COUNTY agrees to pay and H.A.N.D.S agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Appendix B Use of Funds, hereof.

C. WORK – is hereby defined as all the professional, technical and construction services to be rendered or provided by H.A.N.D.S as described in this agreement.

D. **PROJECT** – is defined as the housing unit located at 1128 Avenue D, Haines City, Florida 33831 parcel number 27-27-21-756000-004180, and is further defined in Section IV below.

E. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

F. **Participating Jurisdiction (PJ)** – is defined as jurisdiction in which the HOME funds are allocated by the federal government and governed by 24 CFR Part 92 HOME Investment Partnerships Program.

Section II-Use of HOME Funds

H.A.N.D.S shall use Fiscal Year 2022 HOME Funds in the amount of \$236,302 to assist in the construction of one housing unit located at 1128 Avenue D, Haines City, Florida 33831 parcel number 27-27-21-756000-004180. These HOME CHDO funds are used to construct a new home for the purpose of developing affordable homeownership of non-luxury housing with suitable amenities site improvements. This housing unit must be permanent and meet the requirements stated in this Agreement.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Polk County Housing and Neighborhood Development Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the project is conditioned on Polk County Housing and Neighborhood Development Office's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

Section III – Term

The term of this agreement begins upon the execution of this agreement, and it expires on the date when HANDS has fulfilled all its agreement obligations to the County. H.A.N.D.S expressly agrees to complete all work required by this agreement in accordance with the timetable set forth below. H.A.N.D.S will construct for sale to an income eligible resident the property 1128 Avenue D, Haines City, Florida 33831 parcel number 27-27-21-756000-004180.

The estimated new construction budget is \$236,302. CHDO funds in the amount of \$236,302 will be applied.

Milestone	Deadline
Unit Construction Completion	16 months – February 2, 2026
Sale to an Eligible Buyer	2 months – April 30, 2026

In addition, this project is subject to ongoing compliance requirements of HOME. During this compliance period, H.A.N.D.S will assure continued compliance with HOME requirements pertaining to new construction. The post new construction of the home/property is to be determined prior to committing HOME funds to this project. The value at the time of the post-new construction appraisal will be equal to or less than the HUD-determined limits for newly constructed HOME units and is based on 95 percent of the median purchase price for the area based on Federal FHA single family mortgage program data for newly constructed housing. Nationwide, HUD has established a minimum limit or floor based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. This figure is

determined by the U.S. Census Bureau. HUD has used the greater of these two figures as their HOME homeownership value limit for newly constructed housing in each area.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by H.A.N.D.S that the PROJECT will be completed as expeditiously as possible, and that H.A.N.D.S will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the withdrawing of HOME funds.

Since it is mutually agreed that time is of the essence in regard to this agreement, H.A.N.D.S shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the COUNTY and enforceable by the COUNTY against H.A.N.D.S and its successors and assigns to the project or any part thereof or any interest therein.

In the event H.A.N.D.S is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the COUNTY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by H.A.N.D.S, the COUNTY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of H.A.N.D.S to notify the COUNTY promptly in writing whenever a delay is anticipated or experienced, and to inform the COUNTY of all facts and details related to the delay.

Conversion of Unsold Homeownership Units to Rental Housing; 24 CFR 92.254(a)(3) imposes a requirement that PJs must convert homebuyer housing to rental housing if it does not have a ratified sales contract with an eligible homebuyer within nine months of the completion of construction or rehabilitation. If converted, this rental housing must comply with all provisions of 24 CFR 92.252. If an unsold homebuyer unit is not converted to rental housing, the PJ must repay the HOME funds expended on it.

Section IV – Scope of Work

H.A.N.D.S shall use HOME Funds to develop affordable homeownership through the construction of non-luxury housing with suitable amenities, including site improvements, and other expenses, including financing costs. This housing unit must be permanent and meet the requirements stated in this Agreement.

It is understood that H.A.N.D.S will provide a specific working budget and realistic timetable as it relates to construction prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and/or non-HOME funds to activities or line items.

H.A.N.D.S expressly agrees that the property is purchased, housing unit constructed, and the project completed within the time frames prescribed by this Agreement and stated in the previous MILESTONE TIMETABLE SCHEDULE. This shall be accomplished by including a liquidated damages provision in all contracts with contractor(s) and subcontractor(s). Timetable and budgets must have identifying addresses at the time of submission to the COUNTY.

H.A.N.D.S, in close coordination with the COUNTY, shall perform all professional services necessary to complete the development and occupancy of the following projects in full compliance with the terms of this Agreement:

The construction of a housing unit as stated below:

- New construction where the value at the time of the post-new construction appraisal will be equal to or less than the HUD-determined limits for newly constructed HOME units and is based on 95 percent of the median purchase price for the area based on Federal FHA single family mortgage program data for newly constructed housing. Nationwide, HUD has established a minimum limit or floor based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. This figure is determined by the U.S. Census Bureau. HUD has used the greater of these two figures as their HOME homeownership value limit for newly constructed housing in each area.

All units are to be developed for owner-occupancy. H.A.N.D.S will disseminate the following information to potential clients:

- Income Eligibility information
- Terms and conditions of the first mortgage financing
- Overview of recapture provisions.

The Polk County Housing and Neighborhood Development Office will provide additional Down Payment Assistance to be awarded as gap funding on newly constructed units that are required to have sound and wind mitigation

Section V – Reimbursement of Expenses & Developer Fees

A. Project expenses (excluding developer fee) shall be paid based on invoices for actual expenses incurred or paid. Requests for payment must be submitted by H.A.N.D.S on forms acceptable to the COUNTY, with adequate and proper documentation of eligible costs incurred in compliance with 24 CFR 92.206 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The COUNTY shall pay H.A.N.D.S, as maximum compensation or fee for the developer services required pursuant to the Scope of Work herein of 15% of the total development cost of the home. The developer fee will be paid as outlined in Appendix B – Use of Funds, Item 6 with the final payment at the sale of each individual unit to an eligible low-income homebuyer.

C. The COUNTY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. H.A.N.D.S may submit a final invoice upon completion. Final payment shall be made after the COUNTY has determined that all services have been rendered; files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. The COUNTY shall have the right to review and audit all records of H.A.N.D.S pertaining to any payment by the COUNTY. Said records shall be maintained for a period of five years after completion.

Section VI – Project Requirements

H.A.N.D.S agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92,5 including but not limited to the following.

A. No HOME project funds will be advanced, and no costs can be incurred, until the COUNTY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the COUNTY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. Further, H.A.N.D.S will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. Any HOME funds advanced to the PROJECT to subsidize the purchase will be secured by a note and mortgage, for the appropriate period of affordability. See funding amount and affordability period outlined below:

<u>Per Unit HOME \$</u>	<u>Minimum Affordability Period</u>
Up to \$15,000	5 Years
\$15,000 to \$40,000	10 Years
More than \$40,000	15 years

C. H.A.N.D.S will ensure that any expenditure of HOME funds will be in compliance with the requirements at 24 CFR 92.206 and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

D. The designated HOME-assisted unit of this PROJECT will meet the affordability requirements as found in 24 CFR 92.254 (owner-occupied) as applicable. H.A.N.D.S shall collect and maintain PROJECT beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low -income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD, **Technical Guide for Determining Income and Allowances Under the HOME Program.**

E. In the selection of occupants for PROJECT units, H.A.N.D.S shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the project consists of five (5) or more units, the H.A.N.D.S will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval of the HND.

F. H.A.N.D.S shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

G. If the PROJECT is to be owner-occupied, H.A.N.D.S shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254. Polk County Housing and Neighborhood Development will monitor each unit for principal residency (under 24 CFR 92.254(a) (3)) and recapture (under 24 CFR 92.254 (a) (4) – (5)).

H. H.A.N.D.S will provide any documentation required by HND regarding match as may be required to document match for purposes of the HOME program.

I. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, H.A.N.D.S shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by the Agency of Labor regulations (29 CFR, Part 5), as amended.

J. Conversion of Unsold Homeownership Units to Rental Housing; Per 24 CFR 92.254(a)(3) H.A.N.D.S will convert homebuyer housing to rental housing if it does not have a ratified sales contract with an eligible homebuyer within nine months of the completion of construction or rehabilitation. If converted, this rental housing must comply with all provisions of 24 CFR 92.252.

K. If the property is sold through a lease-purchase agreement, H.A.N.D.S will ensure compliance with 24 CFR 92.254(a) (7), as modified by the 1999 Appropriations Act, Section 599B.

L. H.A.N.D.S will be monitored by HND for compliance with the regulations of 24 CFR 92 for the duration of the HOME grant program in the COUNTY. H.A.N.D.S will provide reports and access to project files as requested by HND during the PROJECT and for five (5) years after completion and closeout of the AGREEMENT.

Section VII – Recapture of HOME Funds

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project Requirements as outlined above.

B. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this agreement will revert to the COUNTY.

C. H.A.N.D.S shall make available a direct subsidy to the home buyers to reduce the purchase price in an amount sufficient to make the purchase affordable of at least \$1,000 but not more than \$20,000. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 24 CFR §92.252(e)(1)(ii) using the note and mortgage prescribed or approved by the COUNTY.

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that shall be retained by H.A.N.D.S and used in conformance with 24 CFR 92.300(a)(1), and in conformance with the activities described in Section II of this agreement. CHDO proceeds are to be retained in an account (s) at a financial institution specifically for this purpose. H.A.N.D.S shall establish sufficient records to demonstrate that all net sales proceeds are utilized for the provision of other eligible housing activities as approved by the COUNTY. Eligible activities may include administrative costs to pay salaries, overhead, provide homebuyer education, underwriting fees, lot acquisition, construction of additional units, or home acquisition and rehabilitation for eligible homebuyers in Polk County.

Upon execution of this contract, H.A.N.D.S shall provide to the COUNTY:

1.) In writing, name(s) of the bank(s) and bank account number(s) in which H.A.N.D.S maintains a Revolving CHDO Proceeds Account. The funds to be deposited are

the net sales proceeds less the 15% developer's fee. No other fees will apply to this project.

- 2.) Submit a CHDO Annual Activity Report outlining the Account balances and activity.
- 2) H.A.N.D.S will assure that each home newly constructed under this contract meets the period of affordability as identified in the security instruments, including any liens, covenants, mortgages etc. that the COUNTY shall require.

The period of affordability shall be as follows:

Per Unit HOME \$	Minimum Affordability Period
Up to \$15,000	5 Years
\$15,000 to \$40,000	10 Years
More than \$40,000	15 years

- 3) Homebuyer assistance will be secured with a mortgage and note. Down payment assistance may be provided to the homeowner, which may be secured by a mortgage in whole or in part. The mortgage will be subordinate to a first mortgage, if applicable, and in the case of buyers obtaining additional financing through the Florida Housing Finance Corporation (FHFC) or the Housing Finance Authority of Pinellas Bond Programs (serving Polk County), or other similar programs as approved by Polk County. The mortgage may be in third position. The funding may reduce interest rates, mortgage principal amounts, provide a second mortgage and pay the purchaser's reasonable closing costs. Homebuyer counseling will be required before the sale to the homebuyer. If the property ceases to be the principal place of occupancy or the title changes hands; the full amount of the HOME subsidy shall be recaptured upon sale of the unit.
- 4) H.A.N.D.S will also provide to HND the estimated settlement statement, along with a reconciliation statement and the note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.
- 5) All sale proceeds that are received from buyers as they sell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a) (5) (ii) (A) (5) which states; Amount subject to recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). The recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part.

Section VIII – CHDO Provisions

It is understood that H.A.N.D.S has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. H.A.N.D.S agrees to provide information as may be requested by HND to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a) (6) or as specified in this Agreement. However, funds recaptured because housing no longer meets the affordability requirements under 92.254(a) (5) (ii) are subject to the requirements of this part in accordance with 92.503.

Section IX - Reversion of Assets

Program funds resulting from the sale of a home during the period of affordability shall be returned to the COUNTY as specified in the mortgage and note. The COUNTY at its sole discretion may allow recaptured HOME funds to be returned to H.A.N.D.S and be included in its revolving fund account.

Section X – Procurement Standards

H.A.N.D.S shall use current procurement procedures established in accordance with 2 CFR 200.318 through 2 CFR 200.326 and previously approved by Polk County HND, to ensure that materials and services are obtained in a cost-effective manner.

Section XI – Conflict of Interest Provisions

H.A.N.D.S warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. H.A.N.D.S further warrants and covenants that in the performance of this contract, no person having such interest shall be employed. HOME conflict of interest provisions, as stated in 24 CFR 92.356, and 2 CFR 200.112 apply to the award of any contracts under the agreement.

No employee, agent, consultant, elected official, or appointed official of H.A.N.D.S may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

- Any interest in any contract, subcontract, or agreement with respect to a HOME-assisted project or program administered by H.A.N.D.S, or the proceeds hereunder; or
- Any unit benefits or financial assistance associated with HOME projects or programs administered by H.A.N.D.S, including:
 - Purchase or occupancy of a homebuyer unit in a HOME-assisted project.
 - Receipt of HOME homebuyer acquisition assistance.

This prohibition does not apply to an employee or agent of H.A.N.D.S who occupies a HOME assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program. Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by H.A.N.D.S in writing to the Participating Jurisdiction. H.A.N.D.S must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME

assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, and 2 CFR 200.112, as they apply.

Section XII – County Responsibilities

The COUNTY shall furnish H.A.N.D.S with the following services and information from existing COUNTY records and COUNTY files:

- A. The COUNTY shall provide to H.A.N.D.S information regarding its requirements for the PROJECT.
- B. The COUNTY will provide H.A.N.D.S with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.
- C. The COUNTY will conduct progress inspections of work completed to protect its interests as regulatory authority for the project and will provide information to H.A.N.D.S regarding any progress inspections or monitoring to assist it in ensuring compliance.
- D. The COUNTY shall review the mortgage and note. Upon acceptance of each said mortgage and note they shall be recorded in the property records of Polk County, Florida.

The COUNTY'S review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all COUNTY regulations and ordinances. Nothing contained herein shall relieve H.A.N.D.S of any responsibility as provided under this Agreement.

Section XIII – Equal Employment Opportunity

During the performance of this contract, H.A.N.D.S agrees as follows:

- A. H.A.N.D.S will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). H.A.N.D.S will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin(s). 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. H.A.N.D.S agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the COUNTY setting forth the provisions of this nondiscrimination clause. H.A.N.D.S agrees to follow Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- B. H.A.N.D.S will, in all solicitations or advertisements for employees placed by or on behalf of H.A.N.D.S, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. H.A.N.D.S will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the COUNTY's contracting officer, advising the labor union or worker's representative of the H.A.N.D.S's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. H.A.N.D.S will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. H.A.N.D.S will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HND and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event H.A.N.D.S is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and H.A.N.D.S may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. H.A.N.D.S will include the provisions of paragraphs (a) through (g) of this agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The H.A.N.D.S will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event H.A.N.D.S becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the AGENCY, H.A.N.D.S may request the United States to enter into such litigation to protect the interest of the United States.

Section XIV – Labor, Training & Business Opportunity

H.A.N.D.S agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low- and moderate-income residents of the project area, and that contracts for work in connection with the project are awarded to business concerns which are located in or owned in substantial part by persons residing in the project area.

B. H.A.N.D.S shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in Title 24 Code of Federal Regulations Part 135 and all applicable rules and orders of the COUNTY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. H.A.N.D.S certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. H.A.N.D.S will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the COUNTY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban

Development, in Title 24 Code of Federal Regulations. H.A.N.D.S will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under Title 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in Title 24 Code of Federal Regulations and all applicable rules and orders of the Department of Housing and Urban Development issued there-under prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject H.A.N.D.S or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by Title 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XV – Compliance with Federal, State & Local Laws

H.A.N.D.S covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, including those now in effect and hereafter adopted, and all amendments thereto, including, but not limited to; Chapter 119, Florida Statutes; the Immigration and Naturalization Act (8 U.S.C. 1324a); Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. H.A.N.D.S agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). H.A.N.D.S further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. H.A.N.D.S also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.

Section XVI – Suspension & Termination

In accordance with 2 CFR 200.213 - 342, suspension or termination may occur if H.A.N.D.S materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 2 CFR 200.339. If, through any cause, H.A.N.D.S shall fail to fulfill in timely and proper manner its obligations under this contract, or if H.A.N.D.S shall violate any of the covenants, agreements, or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to H.A.N.D.S of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, H.A.N.D.S shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, H.A.N.D.S shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the contract by H.A.N.D.S and the COUNTY may withhold any payments to H.A.N.D.S for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the H.A.N.D.S is determined whether by court of competent jurisdiction or otherwise.

Section XVII – Termination for Convenience of the COUNTY

The COUNTY may terminate for its convenience this contract at any time by giving at least thirty (30) days' notice in writing to H.A.N.D.S. If the contract is terminated by the COUNTY, as provided herein, the County will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the H.A.N.D.S will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of H.A.N.D.S covered by this contract, less payments of compensation previously made.

Section XVIII – Default-Loss of Grant Funds

If H.A.N.D.S fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if H.A.N.D.S refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the table outlined in Section III under Term of this agreement, H.A.N.D.S shall be in default and notice in writing shall be given to H.A.N.D.S of such default by HND or an agent of the COUNTY. If H.A.N.D.S fails to cure such default within such time as may be required by such notice, HND, acting by and through the COUNTY, may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to H.A.N.D.S pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, H.A.N.D.S will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project. Such termination shall not affect or terminate any of the rights of the COUNTY as against the H.A.N.D.S then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the COUNTY under the law and the note and mortgage (if in effect), including but not limited to compelling H.A.N.D.S to complete the project in accordance with the terms of this agreement, in a court of equity. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIX Reporting Responsibilities

H.A.N.D.S agrees to submit any and all annual reports required by HUD or the COUNTY on October 10, following the date of this agreement. H.A.N.D.S may also provide reports when requesting approval of a new project. Project progress will be reported through payment and inspection requests.

HND will send H.A.N.D.S one reminder notice if the annual report has not been received fourteen (14) days after the due date. If H.A.N.D.S has not submitted the report fourteen (14) days after the date on the reminder notice, the COUNTY will have the option to terminate the contract as described in this agreement. In addition, H.A.N.D.S agrees to provide HND information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements are outlined in 2 CFR 200.303 Financial Management and included as Appendix A and B.

Section XX – Inspection, Monitoring & Access to Records

The COUNTY reserves the right to inspect, monitor, and observe work and services performed by the H.A.N.D.S at any and all reasonable times. The COUNTY reserves the right to audit the records of H.A.N.D.S any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement. If required, H.A.N.D.S will provide the COUNTY with a certified

audit of H.A.N.D.S'S records representing the Fiscal Year during which the PROJECT becomes complete whenever the amount listed in SECTION III is at or exceeds \$750,000, pursuant to 2 CFR 200 for that fiscal year in accordance with the provisions of Subpart F—Audit Requirements. Access shall be immediately granted to the COUNTY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of H.A.N.D.S or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Note prior OMB Circulars are revised into new Uniform Grant Guidance in Title 2 CFR Grant and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

Section XXI – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier at the following addresses:

Polk County Housing and Neighborhood Development
1290 Golfview Avenue, Suite 167
Bartow, Florida 33831

H.A.N.D.S of Central Florida
2019 E. Edgewood Drive
Suite #110
Lakeland, FL 33803
863-682-1025

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Tampa Division of the federal court designated as the Middle District of Florida.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or Polk County, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. H.A.N.D.S shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the Agency of Labor Regulations (29 CFR Part 3), as amended.

H. H.A.N.D.S shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Secretary of Labor regulations (29 CFR, Part 5), as amended.

I. H.A.N.D.S further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The H.A.N.D.S also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by H.A.N.D.S pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless COUNTY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors, and assigns.

L. H.A.N.D.S shall, to the fullest extent of the law, protect, defend, indemnify, and hold harmless the County, its agents, officers, officials and employees from and against any and all claims, actions, liability, damages, fines, impositions, disallowances, return of funds, losses and/or costs, including court costs and attorney's fees, arising out of or resulting from claims from any act or omission of H.A.N.D.S, or of anyone whose acts H.A.N.D.S may be liable in the performance of the work, for breach of this agreement and any representation or warranty contained herein, or violation of any law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights, or liens, claims or actions made by or on behalf of other party performing the work for H.A.N.D.S.

M. H.A.N.D.S and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of the COUNTY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the COUNTY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. H.A.N.D.S shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below:

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 coverage:

Premises and 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 coverage.

Independent Contractors:

Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards, and Cross Liability Endorsement.

H.A.N.D.S shall provide the COUNTY with original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. The COUNTY, a political subdivision of the State of Florida, must be named as an additional insured with respect to general liability for all work performed for Polk County. A waiver of subrogation in favor of Polk County is required for general liability insurance. 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. H.A.N.D.S's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the COUNTY. In the event of any failure by H.A.N.D.S to comply with the provisions; the COUNTY may, at its option, on notice to H.A.N.D.S suspend the project for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at the firm's expense, provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, H.A.N.D.S shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

P. Employment Eligibility Verification (E-Verify)

- A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:
 - 1. "Contractor" means a person or entity (to include without limitation H.A.N.D.S) that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and
 - 2. "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; and
 - 3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors, and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. H.A.N.D.S (as a Contractor) acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - 1. All persons employed by H.A.N.D.S to perform employment duties during the term of this Agreement; and
 - 2. All persons (including subvendors/subconsultants/subcontractors) assigned by H.A.N.D.S to perform work pursuant to this Agreement.
- C. H.A.N.D.S acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement. By entering into this Agreement, H.A.N.D.S 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. H.A.N.D.S shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. 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 the statute by H.A.N.D.S, H.A.N.D.S may not be awarded a public contract for a period of 1 year after the date of termination. H.A.N.D.S 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.

IN WITNESS WHEREOF, the parties hereto set their hands this 1st day of October 2024.

ATTEST:

Stacey M. Butterfield, Clerk

**POLK COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA**

By: _____
Deputy Clerk

By: _____ Date: October 1, 2024
W.C. Braswell, Chairman

**Housing and Neighborhood Development
Services of Central Florida, Inc."**

By: Michel Alamo
Witness Michel Alamo

By: Jill McReynolds Date: 9/27/24
Jill McReynolds, Executive Director

APPENDIX A
SCOPE OF WORK

- 1) H.A.N.D. S shall assure the new construction for sale one (1) single family dwelling unit located in Polk County.
- 2) Upon acceptance and approval, by Housing and Neighborhood Development Staff, of the following documents, H.A.N.D.S will be given approval to commence construction and sale of the housing unit from the COUNTY:
 - A. H.A.N.D. S shall furnish to the COUNTY a copy of the HUD Settlement Statement and Sales Contract for 1128 Avenue D, Haines City, Florida 33831.
as applicable.
 - B. H.A.N.D.S shall furnish to the COUNTY a copy of the new construction work contract between H.A.N.D.S and the general contractor awarded the construction contract, if applicable.
 - C. H.A.N.D.S shall furnish to the COUNTY a complete work write-up for the new construction to be completed.
 - D. H.A.N.D.S shall furnish to the COUNTY a proposed draw schedule for each proposed home.
- 3) Each unit constructed must meet applicable municipal, County, State and Federal building codes, including the Model Energy Code published by the Council of American Building Officials.
- 4) H.A.N.D.S shall utilize architectural and professional services to complete the activities funded under this Agreement as eligible project costs.
- 5) H.A.N.D.S shall report progress by virtue of progress payment and inspection requests. Annual reports will additionally identify all activities completed under the terms of this Agreement.

NOTE: Additional homes may be purchased and rehabilitated or constructed for sale with net sales proceeds.

- 6) H.A.N.D.S shall assure that the housing unit is constructed within the time frames prescribed in this Agreement. This shall be accomplished by including a liquidated damages provision in all contracts with the contractor(s) and subcontractor(s).
- 7) The unit shall be sold and occupied within nine (9) months of completion of construction.

H.A.N.D.S shall sell the unit to a qualified income eligible home buyer in accordance with the State and Federal regulations

H.A.N.D.S will convert the unit to Rental Housing, per 24 CFR 92.254(a)(3) if it does not have a ratified sales contract with an eligible homebuyer within nine months of the completion of construction or rehabilitation. If converted, this rental housing must comply with all provisions of 24 CFR 92.252.

Failure to sell or rent the units to eligible and qualified homebuyers or renters according to the terms of this Agreement shall be grounds for termination of this Agreement.

- 8) H.A.N.D.S shall obtain and maintain documentation of a Uniform Real Estate Appraisal which establishes that the acquisition of newly constructed property purchase price does not exceed 95 percent of the median purchase price for newly constructed housing for the area. A copy of this appraisal shall be forwarded to the HND Project Manager for inclusion in the COUNTY'S project file.
- 9) H.A.N.D.S shall notify all eligible applicants in writing of their eligibility determination.
- 10) H.A.N.D.S shall provide post home-purchase counseling services to clients as needed. These services may include:
 - A) Explanation of documents.
 - B) Loan payment procedures.
 - C) Escrow procedures.
 - D) Homestead exemption procedures; and
 - E) Credit counseling assistance.
- 12) H.A.N.D.S shall be responsible for coordinating the loan closings. Polk County must certify the eligibility of the home buyer prior to closing.
- 13) Disbursements shall be made in accordance with an approved draw schedule for each unit.

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APPENDIX B – USE OF FUNDS

Total Budget (Construction)..... \$ 236,302
(2022 CHDO set aside funds = \$236,302)

NOTE: Actual Acquisition costs subject to an appraisal to establish Fair Market Value (FMV).

1. H.A.N.D.S shall assure that the total budget is not exceeded. If appraisals and actual construction costs vary from the estimates, the County shall modify these budgeted amounts based on appraisals and actual costs.
2. H.A.N.D.S may utilize budgeted funds to pay for direct project costs associated with the satisfactory completion of activities funded.
3. H.A.N.D.S shall submit a budget identifying all funds returned to the agency to be utilized for the acquisition /construction of additional units.
4. H.A.N.D.S shall account for all returned funds deposited in the revolving account. The amount of funds to be deposited is the net sales proceeds less a fifteen (15%) percent developer's fee. Eligible activities are specifically identified in Section 24 CFR 92.206 of the HOME Regulations.

The COUNTY shall pay H.A.N.D.S, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work herein of 15% of the total development cost of the home. The developer fee will be paid to H.A.N.D.S in increments (Milestones) as outlined below in Item 6 with the final payment at the sale of each individual unit to an eligible low-income homebuyer.

5. As applicable the COUNTY will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or 215.422, F.S., warrants, vouchers, and invoices, when preparing reimbursement on accepted invoices.

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6. The COUNTY shall pay a maximum compensation for the developer services pursuant to the USE OF FUNDS. Any variation to the Milestone schedule is subject to COUNTY approval. Progress payments may not exceed the following cumulative maximum percentages of total developer fee at the following stages of project completion:

Milestone	Max Cumulative Developer Fee 15%
A. Maximum of five construction draws	100%
1) Four Partial	80%
2) One final	20%
B. Developer fee upon sale of home	15%

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APPENDIX C
COMPLIANCE PACKAGE CHECKLIST

1. HOME Compliance Package File Checklist
2. Mortgage File Checklist
3. Income Compliance Guidebook
4. HOME Investment Partnership Program
95% of Median Purchase Price
5. U.S. HUD Section 8 Income Limits
6. Truth In Lending Disclosure Statement
7. Promissory Note
8. Affidavit of No Lien
9. HOME Homebuyer File Checklist
10. Program Compliance Guidelines
11. Chapter 553 - Building Construction Standards F.S.
12. Most Recent HOME Program Regulations 24 CFR Part 92
13. New HOME homeownership value limits for existing HOME units

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APPENDIX D
HOME PROGRAM MONITORING CHECKLIST

1. Are the following documents on file and maintained in an orderly manner?	HND FILE		CHDO FILE	
	YES	NO	YES	NO
Eligibility Worksheet				
Loan Summary Worksheet if applicable				
Transmittal Summary				
Good Faith Estimate of Closing Costs				
Copy of Third Mortgage and Note if applicable				
Truth-in-Lending Disclosure Statement				
Original Promissory Note				
Mortgage in Favor of Polk County				
First Mortgage from Lender				
Settlement/Closing Statement				
Survey, if necessary, on existing home				
Warranty Deed				
Hazard Insurance Policy				
Mortgage Title Policy/Final Title Opinion				
Closing Agent Certification				
Loan Application				
Inspection Report(s)				
Certificate of Occupancy				
Appraisal				
Loan Commitment				
New Construction Proposal (if applicable)				

Contractor Eligibility Verification				
Purchase Option/Sales Contract				
Income Certification				
Sales Price Comparison (of Program Limits)				

	YES	NO	OTHER
2. Have all purchases been made in conformance with 24 CFR 92.206 - Eligible project costs?			
3. Have reports been made in a timely manner?			
4. Does CHDO maintain on-site records that demonstrate the extent to which each racial and ethnic group and single-head households (by gender) have been benefited from program?			
5. What is the date of the most recent CPA Audit provided to the COUNTY?			
6. Are all subcontracts required to carry insurance and bond in an amount not less than the funds awarded to the subcontractor? (To be verified by review of all subcontracts.) Do all subcontracts include liquidated damage provisions?			
7. Has each home been continuously covered by a Hazard Insurance Policy or builder's risk insurance policy in an amount not less than the sums due the COUNTY? Is the COUNTY shown on the policy as an insured and loss payee?			

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APPENDIX E
CONTRACT SUMMARY

1. Name of CHDO

H.A.N.D.S Challenge Fund, Inc.

2. Project

H.A.N.D.S shall assure new construction of one (1) single family dwelling unit on located at 1128 Avenue D, Haines City, Florida 33831 parcel number 27-27-21-756000-004180.

3. Description of Work

One (1) single family dwelling unit new construction for sale to a low-income buyer 80% or below of the area median income (AMI).

4. Timeline

Construction Contract – 16 months – by February 2, 2026

Sale to eligible buyer – 2 months from completion of construction – April 30, 2026

This agreement expires on the date when HANDS has fulfilled all its agreement obligations to the County.

5. Compensation

Total Budget for construction.....\$236,302

6. Liquidated Damages

To be required by contractor(s) and subcontractor(s)

7. Insurance

Hazard Insurance Policy, Mortgage Title Insurance, and Builder's Risk Insurance

8. Disbursements

According to approved Draw Schedule for each proposed new home.

9. For Fiscal Use Only

2022 HOME CHDO Funds \$236,302 FUND NO. 11062 Cost Center 340554009

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 Jill Ann McReynolds Executive Director (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.

HANDS of Central Florida, Inc.
NONGOVERNMENTAL ENTITY

Jill Ann McReynolds
SIGNATURE

Jill Ann McReynolds
PRINT NAME

Executive Director
TITLE

9/27/24
DATE

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

HANDS of Central Florida, Inc. (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

PRINTED NAME: Jill Ann McReynolds

TITLE: EXECUTIVE DIRECTOR

SIGNATURE: 

DATE: 9/27/24



Polk County
Board of County Commissioners

Agenda Item R.15.

10/1/2024

SUBJECT

Approve 2021 HOME Community Housing Development Organization (CHDO) funds for single family, new construction located in Haines City, FL. (\$235,000 one-time expense).

DESCRIPTION

Each year federal HOME grant funds are set aside for the development of affordable housing units as part of the HOME grant Polk County receives. This agreement outlines the timeline, and federal requirements for the expenditure of the HOME CHDO funds. Funds in the amount of \$235,000 are available to an approved Community Housing Development Organization (CHDO) for the construction of a single-family home for a low-income home buyer in Polk County. Housing and Neighborhood Development Services of Central Florida, Inc. (H.A.N.D.S) is an approved CHDO to construct a single-family unit using these funds.

RECOMMENDATION

Recommend the Board approve this agreement between Polk County and H.A.N.D.S of Central Florida, Inc.

FISCAL IMPACT

Funds are available in the Special Revenue Grant Fund.

CONTACT INFORMATION

Jennifer Cooper

Housing & Neighborhood Dev. Manager

jennifercooper@polk-county.net

863-534-5209

**HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
(CHDO) PROJECT**

AGREEMENT

BETWEEN

POLK COUNTY

AND

H.A.N.D.S of Central Florida, Inc.

FOR THE

2021 CHDO SET ASIDE FUNDS

TO BE USED FOR

New Construction located at:

1124 Avenue D

Haines City, Florida 33844

Contract Number: 2024CHDO21

FUNDING ACCOUNT NUMBER:

2021 HOME CHDO Funds \$211,302 FUND NO. 11026 Cost Center 340554009

2022HOME CHDO Funds \$ 23,698 FUND NO. 11062 Cost Center 340554009

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**HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)
PROGRAM AGREEMENT
BETWEEN
POLK COUNTY AND HOUSING AND NEIGHBORHOOD
DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC.
Fiscal Year 2021 Funds**

This Agreement made and entered in triplicate and deemed effective as of this 1st day of October 2024 (the “Effective Date”) by and between Polk County, a Political Subdivision of the State of Florida, having a principal place of business at 330 Church Street, Bartow, Florida 33830, hereafter referred to as **COUNTY** and H.A.N.D.S of Central Florida, Inc., having a principal place of business at 2019 E. Edgewood Drive, Suite #110 Lakeland, FL, 33803, after referred to as H.A.N.D.S.

WITNESSETH

WHEREAS, the COUNTY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, H.A.N.D.S. has been certified with the COUNTY as a CHDO for this project, and the COUNTY desires to enter into an agreement to complete construction of a CHDO-eligible project in accordance with the HOME regulations;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows;

Section I – Definitions

A. Housing and Neighborhood Development (HND) – is hereby defined as the Housing and Neighborhood Development Office, the HOME Program administering agency for the Board of County Commissioners of Polk County, Florida. For the purpose of this Agreement and all administration of HOME funds, HND shall act on behalf of the Polk County Board of County Commissioners, Polk County, Florida, in the execution and fiscal and programmatic control of this agreement. The term “Approval by the COUNTY” or like term used in this Agreement shall in no way relieve H.A.N.D.S. from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. DEVELOPER’S FEE – is hereby defined as the amount of money the COUNTY agrees to pay and H.A.N.D.S. agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in **Appendix B** Use of Funds, hereof.

C. WORK – is hereby defined as all the professional, technical and construction services to be rendered or provided by H.A.N.D.S. as described in this agreement.

D. **PROJECT** – is defined as the housing unit located at 1124 Avenue D, Haines City, Florida 33844 parcel number 27-27- 21-756000-004160 and is further defined in Section IV below.

E. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

F. **Participating Jurisdiction (PJ)** – is defined as jurisdiction in which the HOME funds are allocated by the federal government and governed by 24 CFR Part 92 HOME Investment Partnerships Program.

Section II-Use of HOME Funds

H.A.N.D.S. shall use Fiscal Year 2021 and 2022 HOME Funds in the amount of \$235,000 to assist in the construction of one housing unit located at 1124 Avenue D, Haines City, Florida 33844 parcel number. 27-27- 21-756000-004160. These HOME CHDO funds are used to construct a new home for the purpose of developing affordable homeownership of non-luxury housing with suitable amenities site improvements. This housing unit must be permanent and meet the requirements stated in this Agreement.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Polk County Housing and Neighborhood Development Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. The parties further agree that the provision of any funds to the project is conditioned on Polk County Housing and Neighborhood Development Office's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

Section III – Term

The term of this agreement begins upon execution of this agreement and expires on the date when H.A.N.D.S. has fulfilled all its agreement obligations to the County. H.A.N.D.S. expressly agrees to complete all work required by this agreement in accordance with the timetable set forth below. H.A.N.D.S. will construct for sale to an income eligible resident the property at 1124 Avenue D, Haines City, Florida 33844, parcel number 27- 21-756000-004160.

The estimated new construction budget is \$235,000. CHDO funds in the amount of \$235,000 will be applied.

Milestone	Deadline
Unit Construction Completion	16 months – February 2, 2026
Sale to an Eligible Buyer	2 months – April 30, 2026

In addition, this project is subject to ongoing compliance requirements of the HOME grant regulations. During this compliance period, H.A.N.D.S. will assure continued compliance with HOME requirements pertaining to new construction. The post new construction of the home/property is to be determined prior to committing HOME funds to this project. The value at the time of the post-new construction appraisal will be equal to or less than the HUD-determined limits for newly constructed HOME units and is based on 95 percent of the median purchase price for the area based on Federal FHA single family mortgage program data for newly constructed housing. Nationwide, HUD has established a minimum limit or floor based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. This

figure is determined by the U.S. Census Bureau. HUD has used the greater of these two figures as their HOME homeownership value limit for newly constructed housing in each area.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by H.A.N.D.S. that the PROJECT will be completed as expeditiously as possible, and that H.A.N.D.S. will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the withdrawing of HOME funds.

Since it is mutually agreed that time is of the essence about this agreement, H.A.N.D.S. shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the COUNTY and enforceable by the COUNTY against H.A.N.D.S. and its successors and assigns to the project or any part thereof or any interest therein.

In the event H.A.N.D.S. is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the COUNTY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by H.A.N.D.S., the COUNTY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of H.A.N.D.S. to notify the COUNTY promptly in writing whenever a delay is anticipated or experienced, and to inform the COUNTY of all facts and details related to the delay.

Conversion of Unsold Homeownership Units to Rental Housing; 24 CFR 92.254(a)(3) imposes a requirement that PJs must convert homebuyer housing to rental housing if it does not have a ratified sales contract with an eligible homebuyer within nine months of the completion of construction or rehabilitation. If converted, this rental housing must comply with all provisions of 24 CFR 92.252. If an unsold homebuyer unit is not converted to rental housing, the PJ must repay the HOME funds expended on it.

Section IV – Scope of Work

H.A.N.D.S. shall use HOME Funds to develop affordable homeownership through the construction of non-luxury housing with suitable amenities, including site improvements, and other expenses, including financing costs. This housing unit must be permanent and meet the requirements stated in this Agreement.

It is understood that H.A.N.D.S. will provide a specific working budget and realistic timetable as it relates to construction prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and/or non-HOME funds to activities or line items.

H.A.N.D.S. expressly agrees that the property is purchased, housing unit constructed, and the project completed within the time frames prescribed by this Agreement and stated in the previous MILESTONE TIMETABLE SCHEDULE. This shall be accomplished by including a liquidated damages provision in all contracts with contractor(s) and subcontractor(s). Timetable and budgets must have identifying addresses at the time of submission to the COUNTY.

H.A.N.D.S., in close coordination with the COUNTY, shall perform all professional services necessary to complete the development and occupancy of the following projects in full compliance with the terms of this Agreement:

The construction of a housing unit as stated below:

- New construction where the value at the time of the post-new construction appraisal will be equal to or less than the HUD-determined limits for newly constructed HOME units and is based on 95 percent of the median purchase price for the area based on Federal FHA single family mortgage program data for newly constructed housing. Nationwide, HUD has established a minimum limit or floor based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. This figure is determined by the U.S. Census Bureau. HUD has used the greater of these two figures as their HOME homeownership value limit for newly constructed housing in each area.

All units are to be developed for owner-occupancy. H.A.N.D.S. will disseminate the following information to potential clients:

- Income Eligibility information
- Terms and conditions of the first mortgage financing
- Overview of recapture provisions.

The Polk County Housing and Neighborhood Development Office will provide additional Down Payment Assistance to be awarded as gap funding on newly constructed units that are required to have sound and wind mitigation.

Section V – Reimbursement of Expenses & Developer Fees

A. Project expenses (excluding developer fee) shall be paid based on invoices for actual expenses incurred or paid. Requests for payment must be submitted by H.A.N.D.S. on forms acceptable to the COUNTY, with adequate and proper documentation of eligible costs incurred in compliance with 24 CFR 92.206 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

B. The COUNTY shall pay H.A.N.D.S., as maximum compensation or FEE for the developer services required pursuant to the Scope of Work herein of 15% of the total development cost of the home. The developer fee will be paid as outlined in Appendix B – Use of Funds, Item 6 with the final paid at the sale of each individual unit to an eligible low-income homebuyer.

C. The COUNTY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

D. H.A.N.D.S. may submit a final invoice upon completion. Final payment shall be made after the COUNTY has determined that all services have been rendered; files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. The COUNTY shall have the right to review and audit all records of H.A.N.D.S. pertaining to any payment by the COUNTY. Said records shall be maintained for a period of five years after completion.

Section VI – Project Requirements

H.A.N.D.S. agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92,5 including but not limited to the following.

A. No HOME project funds will be advanced, and no costs can be incurred, until the COUNTY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the COUNTY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. Further, H.A.N.D.S. will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. Any HOME funds advanced to the PROJECT to subsidize the purchase will be secured by a note and mortgage, for the appropriate period of affordability. See funding amount and affordability period outlined below:

<u>Per Unit HOME \$</u>	<u>Minimum Affordability Period</u>
Up to \$15,000	5 Years
\$15,000 to \$40,000	10 Years
More than \$40,000	15 years

C. H.A.N.D.S. will ensure that any expenditure of HOME funds will be in compliance with the requirements at 24 CFR 92.206 and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

D. The designated HOME-assisted unit of this PROJECT will meet the affordability requirements as found in 24 CFR 92.254 (owner-occupied) as applicable. H.A.N.D.S. shall collect and maintain PROJECT beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low -income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD, **Technical Guide for Determining Income and Allowances Under the HOME Program.**

E. In the selection of occupants for PROJECT units, H.A.N.D.S. shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the project consists of five (5) or more units, the H.A.N.D.S. will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval of the HND.

F. H.A.N.D.S. shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

G. If the PROJECT is to be owner-occupied, H.A.N.D.S. shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254. Polk County Housing and Neighborhood Development will monitor each unit for principal residency (under 24 CFR 92.254(a) (3)) and recapture (under 24 CFR 92.254 (a) (4) – (5)).

H. H.A.N.D.S. will provide any documentation required by HND regarding match as may be required to document match for purposes of the HOME program.

I. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, H.A.N.D.S. shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by the Agency of Labor regulations (29 CFR, Part 5), as amended.

J. Conversion of Unsold Homeownership Units to Rental Housing; Per 24 CFR 92.254(a)(3) H.A.N.D.S. will convert homebuyer housing to rental housing if it does not have a ratified sales contract with an eligible homebuyer within nine months of the completion of construction or rehabilitation. If converted, this rental housing must comply with all provisions of 24 CFR 92.252.

K. If the property is sold through a lease-purchase agreement, H.A.N.D.S. will ensure compliance with 24 CFR 92.254(a) (7), as modified by the 1999 Appropriations Act, Section 599B.

L. H.A.N.D.S. will be monitored by HND for compliance with the regulations of 24 CFR 92 for the duration of the HOME grant program in the COUNTY. H.A.N.D.S. will provide reports and access to project files as requested by HND during the PROJECT and for five (5) years after completion and closeout of the AGREEMENT.

Section VII – Recapture of HOME Funds

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project Requirements as outlined above.

B. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this agreement will revert to the COUNTY.

C. H.A.N.D.S. shall make available a direct subsidy to the home buyers to reduce the purchase price in an amount sufficient to make the purchase affordable of at least \$1,000 but not more than \$20,000. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 24 CFR §92.252(e)(1)(ii) using the note and mortgage prescribed or approved by the COUNTY.

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that shall be retained by H.A.N.D.S. and used in conformance with 24 CFR 92.300(a)(1), and in conformance with the activities described in Section II of this agreement. CHDO proceeds are to be retained in an account (s) at a financial institution specifically for this purpose. H.A.N.D.S. shall establish sufficient records to demonstrate that all net sales proceeds are utilized for the provision of other eligible housing activities as approved by the COUNTY. Eligible activities may include administrative costs to pay salaries, overhead, provide homebuyer education, underwriting fees, lot acquisition, construction of additional units, or home acquisition and rehabilitation for eligible homebuyers in Polk County. It is understood that any balance in the CHDO revolving account not used for activities that further affordable housing as described above shall be refunded to the County.

Upon execution of this contract, H.A.N.D.S. shall provide to the COUNTY:

- 1.) In writing, name(s) of the bank(s) and bank account number(s) in which H.A.N.D.S. maintains a Revolving CHDO Proceeds Account. The funds to be deposited are the net sales proceeds less the 15% developer's fee. No other fees will apply to this project.
 - 2.) Submit a CHDO Annual Activity Report outlining the Account balances and activity.
- 2) H.A.N.D.S. will assure that each home newly constructed under this contract meets the period of affordability as identified in the security instruments, including any liens, covenants, mortgages etc. that the COUNTY shall require.

The period of affordability shall be as follows:

Per Unit HOME \$	Minimum Affordability Period
Up to \$15,000	5 Years
\$15,000 to \$40,000	10 Years
More than \$40,000	15 years

- 3) Homebuyer assistance will be secured with a mortgage and note. Down payment assistance may be provided to the homeowner, which may be secured by a mortgage in whole or in part. The mortgage will be subordinate to a first mortgage, if applicable, and in the case of buyers obtaining additional financing through the Florida Housing Finance Corporation (FHFC) or the Housing Finance Authority of Pinellas Bond Programs (serving Polk County), or other similar programs as approved by Polk County. The mortgage may be in third position. The funding may reduce interest rates, mortgage principal amounts, provide a second mortgage and pay the purchaser's reasonable closing costs. Homebuyer counseling will be required before the sale to the homebuyer. If the property ceases to be the principal place of occupancy or the title changes hands; the full amount of the HOME subsidy shall be recaptured upon sale of the unit.
- 4) H.A.N.D.S. will also provide to HND the estimated settlement statement, along with a reconciliation statement and the note and mortgage. The settlement statement shall account for the pro-ration of HOME project funds to the individual unit and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.
- 5) All sale proceeds that are received from buyers as they sell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a) (5) (ii) (A) (5) which states; Amount subject to recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). The recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part.

Section VIII – CHDO Provisions

It is understood that H.A.N.D.S. has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24

CFR 92. H.A.N.D.S. agrees to provide information as may be requested by HND to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a) (6) or as specified in this Agreement. However, funds recaptured because housing no longer meets the affordability requirements under 92.254(a) (5) (ii) are subject to the requirements of this part in accordance with 92.503.

Section IX - Reversion of Assets

Program funds resulting from the sale of a home during the period of affordability shall be returned to the COUNTY as specified in the mortgage and note. The COUNTY at its sole discretion may allow recaptured HOME funds to be returned to H.A.N.D.S. and be included in its revolving fund account.

Section X – Procurement Standards

H.A.N.D.S. shall use current procurement procedures established in accordance with 2 CFR 200.318 through 2 CFR 200.326 and previously approved by Polk County HND, to ensure that materials and services are obtained in a cost-effective manner.

Section XI – Conflict of Interest Provisions

H.A.N.D.S. warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. H.A.N.D.S. further warrants and covenants that in the performance of this contract, no person having such interest shall be employed. HOME conflict of interest provisions, as stated in 24 CFR 92.356, and 2 CFR 200.112 apply to the award of any contracts under the agreement.

No employee, agent, consultant, elected official, or appointed official of H.A.N.D.S. may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

- Any interest in any contract, subcontract, or agreement with respect to a HOME-assisted project or program administered by H.A.N.D.S., or the proceeds hereunder; or
- Any unit benefits or financial assistance associated with HOME projects or programs administered by H.A.N.D.S., including:
 - Purchase or occupancy of a homebuyer unit in a HOME-assisted project.
 - Receipt of HOME homebuyer acquisition assistance.

This prohibition does not apply to an employee or agent of H.A.N.D.S. who occupies a HOME assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program. Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by H.A.N.D.S. in writing to the Participating

Jurisdiction. H.A.N.D.S. must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, and 2 CFR 200.112, as they apply.

Section XII – County Responsibilities

The COUNTY shall furnish H.A.N.D.S. with the following services and information from existing COUNTY records and COUNTY files:

A. The COUNTY shall provide to H.A.N.D.S. information regarding its requirements for the PROJECT.

B. The COUNTY will provide H.A.N.D.S. with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The COUNTY will conduct progress inspections of work completed to protect its interests as regulatory authority for the project and will provide information to H.A.N.D.S. regarding any progress inspections or monitoring to assist it in ensuring compliance.

D. The COUNTY shall review the mortgage and note. Upon acceptance of each said mortgage and note they shall be recorded in the property records of Polk County, Florida.

The COUNTY'S review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all COUNTY regulations and ordinances. Nothing contained herein shall relieve H.A.N.D.S. of any responsibility as provided under this Agreement.

Section XIII – Equal Employment Opportunity

During the performance of this contract, H.A.N.D.S. agrees as follows:

A. H.A.N.D.S. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). H.A.N.D.S. will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin(s). 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. H.A.N.D.S. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the COUNTY setting forth the provisions of this nondiscrimination clause. H.A.N.D.S. agrees to follow Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

B. H.A.N.D.S. will, in all solicitations or advertisements for employees placed by or on behalf of H.A.N.D.S., state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. H.A.N.D.S. will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the COUNTY's contracting officer, advising the labor union or worker's representative of the H.A.N.D.S.'s commitments

under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. H.A.N.D.S. will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. H.A.N.D.S. will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HND and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event H.A.N.D.S. is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and H.A.N.D.S. may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. H.A.N.D.S. will include the provisions of paragraphs (a) through (g) of this agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The H.A.N.D.S. will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event H.A.N.D.S. becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the AGENCY, H.A.N.D.S. may request the United States to enter into such litigation to protect the interest of the United States.

Section XIV – Labor, Training & Business Opportunity

H.A.N.D.S. agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low- and moderate-income residents of the project area, and that contracts for work in connection with the project are awarded to business concerns which are located in or owned in substantial part by persons residing in the project area.

B. H.A.N.D.S. shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in Title 24 Code of Federal Regulations Part 135 and all applicable rules and orders of the COUNTY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. H.A.N.D.S. certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. H.A.N.D.S. will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the COUNTY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in Title 24 Code of Federal Regulations. H.A.N.D.S. will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under Title 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in Title 24 Code of Federal Regulations and all applicable rules and orders of the Department of Housing and Urban Development issued there-under prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject H.A.N.D.S. or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by Title 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XV – Compliance with Federal, State & Local Laws

H.A.N.D.S. covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, including those now in effect and hereafter adopted, and all amendments thereto, including, but not limited to; Chapter 119, Florida Statutes; the Immigration and Naturalization Act (8 U.S.C. 1324a); Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. H.A.N.D.S. agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). H.A.N.D.S. further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. H.A.N.D.S. also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.

Section XVI – Suspension & Termination

In accordance with 2 CFR 200.213 - 342, suspension or termination may occur if H.A.N.D.S. materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 2 CFR 200.339. If, through any cause, H.A.N.D.S. shall fail to fulfill in timely and proper manner its obligations under this contract, or if H.A.N.D.S. shall violate any of the covenants, agreements, or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to H.A.N.D.S. of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, H.A.N.D.S. shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, H.A.N.D.S. shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the contract by H.A.N.D.S. and the COUNTY may withhold any payments to H.A.N.D.S. for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the H.A.N.D.S. is determined whether by court of competent jurisdiction or otherwise.

Section XVII – Termination for Convenience of the COUNTY

The COUNTY may terminate for its convenience this contract at any time by giving at least thirty (30) days' notice in writing to H.A.N.D.S. If the contract is terminated by the COUNTY, as provided herein, the County will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the H.A.N.D.S. will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of H.A.N.D.S. covered by this contract, less payments of compensation previously made.

Section XVIII – Default-Loss of Grant Funds

If H.A.N.D.S. fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if H.A.N.D.S. refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the table outlined in Section III under Term of this agreement, H.A.N.D.S. shall be in default and notice in writing shall be given to H.A.N.D.S. of such default by HND or an agent of the COUNTY. If H.A.N.D.S. fails to cure such default within such time as may be required by such notice, HND, acting by and through the COUNTY, may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to H.A.N.D.S. pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, H.A.N.D.S. will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project. Such termination shall not affect or terminate any of the rights of the COUNTY as against the H.A.N.D.S. then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the COUNTY under the law and the note and mortgage (if in effect), including but not limited to compelling H.A.N.D.S. to complete the project in accordance with the terms of this agreement, in a court of equity. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIX Reporting Responsibilities

H.A.N.D.S. agrees to submit any and all annual reports required by HUD or the COUNTY on October 10, following the date of this agreement. H.A.N.D.S. may also provide reports when requesting approval of a new project. Project progress will be reported through payment and inspection requests.

HND will send H.A.N.D.S. one reminder notice if the annual report has not been received fourteen (14) days after the due date. If H.A.N.D.S. has not submitted the report fourteen (14) days after the date on the reminder notice, the COUNTY will have the option to terminate the contract as described in this agreement. In addition, H.A.N.D.S. agrees to provide HND information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements are outlined in 2 CFR 200.303 Financial Management and included as Appendix A and B.

Section XX – Inspection, Monitoring & Access to Records

The COUNTY reserves the right to inspect, monitor, and observe work and services performed by the H.A.N.D.S. at any and all reasonable times. The COUNTY reserves the right to audit the records of H.A.N.D.S. any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement. If required, H.A.N.D.S. will provide the COUNTY with a certified

audit of H.A.N.D.S.'S records representing the Fiscal Year during which the PROJECT becomes complete whenever the amount listed in SECTION III is at or exceeds \$750,000, pursuant to 2 CFR 200 for that fiscal year in accordance with the provisions of Subpart F—Audit Requirements. Access shall be immediately granted to the COUNTY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of H.A.N.D.S. or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Note prior OMB Circulars are revised into new Uniform Grant Guidance in Title 2 CFR Grant and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

Section XXI – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier at the following addresses:

Polk County Housing and Neighborhood Development
1290 Golfview Avenue, Suite 167
Bartow, Florida 33831

H.A.N.D.S of Central Florida
2019 E. Edgewood Drive
Suite #110
Lakeland, FL 33803
863-682-1025

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Tampa Division of the federal court designated as the Middle District of Florida.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or Polk County, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. H.A.N.D.S. shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the Agency of Labor Regulations (29 CFR Part 3), as amended.

H. H.A.N.D.S. shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Secretary of Labor regulations (29 CFR, Part 5), as amended.

I. H.A.N.D.S. further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The H.A.N.D.S. also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by H.A.N.D.S. pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless COUNTY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors, and assigns.

L. H.A.N.D.S. shall, to the fullest extent of the law, protect, defend, indemnify, and hold harmless the County, its agents, officers, officials and employees from and against any and all claims, actions, liability, damages, fines, impositions, disallowances, return of funds, losses and/or costs, including court costs and attorney's fees, arising out of or resulting from claims from any act or omission of H.A.N.D.S., or of anyone whose acts H.A.N.D.S. may be liable in the performance of the work, for breach of this agreement and any representation or warranty contained herein, or violation of any law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights, or liens, claims or actions made by or on behalf of other party performing the work for H.A.N.D.S..

M. H.A.N.D.S. and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of the COUNTY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the COUNTY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. H.A.N.D.S. shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below:

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 coverage:

Premises and 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 coverage.

Independent Contractors:

Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards, and Cross Liability Endorsement.

H.A.N.D.S. shall provide the COUNTY with original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. The COUNTY, a political subdivision of the State of Florida, must be named as an additional insured with respect to general liability for all work performed for Polk County. A waiver of subrogation in favor of Polk County is required for general liability insurance. 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. H.A.N.D.S.'s self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the COUNTY. In the event of any failure by H.A.N.D.S. to comply with the provisions; the COUNTY may, at its option, on notice to H.A.N.D.S. suspend the project for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at the firm's expense, provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, H.A.N.D.S. shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

P. Employment Eligibility Verification (E-Verify)

- A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:
 - 1. "Contractor" means a person or entity (to include without limitation H.A.N.D.S.) that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and
 - 2. "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; and
 - 3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors, and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. H.A.N.D.S. (as a Contractor) acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - 1. All persons employed by H.A.N.D.S. to perform employment duties during the term of this Agreement; and
 - 2. All persons (including subvendors/subconsultants/subcontractors) assigned by H.A.N.D.S. to perform work pursuant to this Agreement.
- C. H.A.N.D.S. acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement. By entering into this Agreement, H.A.N.D.S. 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. H.A.N.D.S shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. 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 the statute by H.A.N.D.S, H.A.N.D.S may not be awarded a public contract for a period of 1 year after the date of termination. H.A.N.D.S 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.

IN WITNESS WHEREOF, the parties hereto set their hands this 1st day of October 2024.

ATTEST:

Stacey M. Butterfield, Clerk

**POLK COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA**

By: _____
Deputy Clerk

By: _____ Date: October 1, 2024
W.C. Braswell, Chairman

**Housing and Neighborhood Development
Services of Central Florida, Inc."**

By: Michel Alamo
Witness Michel Alamo

By: Jill McReynolds Date: 9/27/24
Jill McReynolds, Executive Director

APPENDIX A
SCOPE OF WORK

- 1) H.A.N.D.S. shall assure the new construction for sale one (1) single family dwelling located in Polk County.
- 2) Upon acceptance and approval, by Housing and Neighborhood Development Staff, of the following documents, H.A.N.D.S. will be given approval to commence construction and sale of the housing unit from the COUNTY:
 - A. H.A.N.D.S. shall furnish to the COUNTY a copy of the HUD Settlement Statement and Sales Contract for 1124 Avenue D, Haines City, Florida 33844.
 - B. H.A.N.D.S. shall furnish to the COUNTY a copy of the new construction work contract between H.A.N.D.S. and the general contractor awarded the construction contract, if applicable.
 - C. H.A.N.D.S. shall furnish to the COUNTY a complete work write-up for the new construction to be completed.
 - D. H.A.N.D.S. shall furnish to the COUNTY a proposed draw schedule for each proposed home.

- 3) Each unit constructed must meet applicable municipal, County, State and Federal building codes, including the Model Energy Code published by the Council of American Building Officials.
- 4) H.A.N.D.S. shall utilize architectural and professional services to complete the activities funded under this Agreement as eligible project costs.
- 5) H.A.N.D.S. shall report progress by virtue of progress payment and inspection requests. Annual reports will additionally identify all activities completed under the terms of this Agreement.

NOTE: Additional homes may be purchased and rehabilitated or constructed for sale with net sales proceeds.

- 6) H.A.N.D.S. shall assure that the housing unit is constructed within the time frames prescribed in this Agreement. This shall be accomplished by including a liquidated damages provision in all contracts with the contractor(s) and subcontractor(s).
- 7) The unit shall be sold and occupied within nine (9) months of completion of construction.

H.A.N.D.S. shall sell the unit to a qualified income eligible home buyer in accordance with the State and Federal regulations

H.A.N.D.S. will convert the unit to Rental Housing, per 24 CFR 92.254(a)(3) if it does not have a ratified sales contract with an eligible homebuyer within nine months of the completion of construction or rehabilitation. If converted, this rental housing must comply with all provisions of 24 CFR 92.252.

Failure to sell or rent the units to eligible and qualified homebuyers or renters according to the terms of this Agreement shall be grounds for termination of this Agreement.

- 8) H.A.N.D.S. shall obtain and maintain documentation of a Uniform Real Estate Appraisal which establishes that the acquisition of newly constructed property purchase price does not exceed 95 percent of the median purchase price for newly constructed housing for the area. A copy of this appraisal shall be forwarded to the HND Project Manager for inclusion in the COUNTY'S project file.
- 9) H.A.N.D.S. shall notify all eligible applicants in writing of their eligibility determination.
- 10) H.A.N.D.S. shall provide post home-purchase counseling services to clients as needed. These services may include:
 - A) Explanation of documents.
 - B) Loan payment procedures.
 - C) Escrow procedures.
 - D) Homestead exemption procedures; and
 - E) Credit counseling assistance.
- 12) H.A.N.D.S. shall be responsible for coordinating the loan closings. Polk County must certify the eligibility of the home buyer prior to closing.
- 13) Disbursements shall be made in accordance with an approved draw schedule for each unit.

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APPENDIX B – USE OF FUNDS

Total Budget (Construction)..... \$ 235,000
2021 CHDO set aside funds = \$211,302 and
2022 CHDO set aside funds = \$ 23,698

NOTE: Actual Acquisition costs subject to an appraisal to establish Fair Market Value (FMV).

1. H.A.N.D.S. shall assure that the total budget is not exceeded. If appraisals and actual construction costs vary from the estimates, the County shall modify these budgeted amounts based on appraisals and actual costs.
2. H.A.N.D.S. may utilize budgeted funds to pay for direct project costs associated with the satisfactory completion of activities funded.
3. H.A.N.D.S. shall submit a budget identifying all funds returned to the agency to be utilized for the acquisition /construction of additional units.
4. H.A.N.D.S. shall account for all returned funds deposited in the revolving account. The amount of funds to be deposited is the net sales proceeds less a fifteen (15%) percent developer's fee. Eligible activities are specifically identified in Section 24 CFR 92.206 of the HOME Regulations.

The COUNTY shall pay H.A.N.D.S, as maximum compensation or fee for the developer services required pursuant to the Scope of Work herein of 15% of the total development cost of the home. The developer fee will be paid to H.A.N.D.S upon sale of 1124 Avenue D, Haines City, Florida 33844, Parcel # 27-27- 21-756000-004160.

5. As applicable the COUNTY will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or 215.422, F.S., warrants, vouchers, and invoices, when preparing reimbursement on accepted invoices.

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6. The COUNTY shall pay a maximum compensation for the developer services pursuant to the USE OF FUNDS. Any variation to the Milestone schedule is subject to COUNTY approval. Progress payments may not exceed the following cumulative maximum percentages of total developer fee at the following stages of project completion:

Milestone	Max Cumulative Developer Fee 15%
A. Maximum of five construction draws	100%
1) Four Partial	80%
2) One final	20%
B. Developer fee upon sale of home	15%

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APPENDIX C
COMPLIANCE PACKAGE CHECKLIST

1. HOME Compliance Package File Checklist
2. Mortgage File Checklist
3. Income Compliance Guidebook
4. HOME Investment Partnership Program 95% of Median Purchase Price
5. U.S. HUD Section 8 Income Limits
6. Truth In Lending Disclosure Statement
7. Promissory Note
8. Affidavit of No Lien
9. HOME Homebuyer File Checklist
10. Program Compliance Guidelines
11. Chapter 553 - Building Construction Standards F.S.
12. Most Recent HOME Program Regulations 24 CFR Part 92
13. New HOME homeownership value limits for existing HOME units

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APPENDIX D
HOME PROGRAM MONITORING CHECKLIST

1. Are the following documents on file and maintained in an orderly manner?	HND FILE		CHDO FILE	
	YES	NO	YES	NO
Eligibility Worksheet				
Loan Summary Worksheet if applicable				
Transmittal Summary				
Good Faith Estimate of Closing Costs				
Copy of Third Mortgage and Note if applicable				
Truth-in-Lending Disclosure Statement				
Original Promissory Note				
Mortgage in Favor of Polk County				
First Mortgage from Lender				
Settlement/Closing Statement				
Survey, if necessary, on existing home				
Warranty Deed				
Hazard Insurance Policy				
Mortgage Title Policy/Final Title Opinion				
Closing Agent Certification				
Loan Application				
Inspection Report(s)				
Certificate of Occupancy				
Appraisal				
Loan Commitment				
New Construction Proposal (if applicable)				

Contractor Eligibility Verification				
Purchase Option/Sales Contract				
Income Certification				
Sales Price Comparison (of Program Limits)				

	YES	NO	OTHER
2. Have all purchases been made in conformance with 24 CFR 92.206 - Eligible project costs?			
3. Have reports been made in a timely manner?			
4. Does CHDO maintain on-site records that demonstrate the extent to which each racial and ethnic group and single-head households (by gender) have been benefited from program?			
5. What is the date of the most recent CPA Audit provided to the COUNTY?			
6. Are all subcontracts required to carry insurance and bond in an amount not less than the funds awarded to the subcontractor? (To be verified by review of all subcontracts.) Do all subcontracts include liquidated damage provisions?			
7. Has each home been continuously covered by a Hazard Insurance Policy or builder's risk insurance policy in an amount not less than the sums due the COUNTY? Is the COUNTY shown on the policy as an insured and loss payee?			

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APPENDIX E
CONTRACT SUMMARY

1. Name of CHDO

H.A.N.D.S of Central Florida, Inc.

2. Project

H.A.N.D.S. shall assure new construction of one (1) single family dwelling unit on located at 1124 Avenue D, Haines City, Florida 33844, parcel number 27-27- 21-756000-004160.

3. Description of Work

One (1) single family dwelling unit new construction for sale to a low-income buyer 80% or below of the area median income (AMI).

4. Timeline

Construction Contract – 16 months – Begins October 1, 2024, and ends April 30, 2026.

Sale to eligible buyer by – April 30, 2026

The term of this agreement begins upon execution of this agreement and expires on the date when H.A.N.D.S has fulfilled all its agreement obligations to the County.

5. Compensation

Total Budget for construction.....\$235,000.00

(Construction funding from 2021 and 2022 CHDO set aside funds.....

.....\$235,000.00

(balance needed to complete from other accounts/sources)

6. Liquidated Damages

To be required by contractor(s) and subcontractor(s)

7. Insurance

Hazard Insurance Policy, Mortgage Title Insurance, and Builder's Risk Insurance

8. Disbursements

According to approved Draw Schedule for each proposed new home.

9. For Fiscal Use Only

2021 HOME CHDO Funds \$211,302 FUND NO. **11026** Cost Center 340554009

2022 HOME CHDO Funds \$ 23,698 FUND NO. **11062** Cost Center 340554009

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 Jill Ann McReynolds Executive Director (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.

HANDS of Central Florida, Inc.
NONGOVERNMENTAL ENTITY

Jill Ann McReynolds
SIGNATURE

Jill Ann McReynolds
PRINT NAME

Executive Director
TITLE

9/27/24
DATE

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 Jill Ann McReynolds Executive Director (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.

HANDS of Central Florida, Inc.
NONGOVERNMENTAL ENTITY

Jill Ann McReynolds
SIGNATURE

Jill Ann McReynolds
PRINT NAME

Executive Director
TITLE

9/27/24
DATE



Polk County
Board of County Commissioners

Agenda Item R.16.

10/1/2024

SUBJECT

Approve State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program Homeowner Assistance Agreement and Grant Agreement for property located in Winter Haven, FL., for Case #RC23-SHIP-017. (\$213,940.54 one-time expense).

DESCRIPTION

Approve SHIP rehabilitation/replacement Homeowner Assistance Agreement for Case #RC23- SHI P -017 in the amount of \$198,595.75 for home replacement and rehabilitation/replacement Grant Agreement in the amount of \$15,344.79 for construction soft costs, for a total project cost of \$213,940.54.

RECOMMENDATION

Request approval of this SHIP rehabilitation/replacement agreement.

FISCAL IMPACT

Funds are available in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Marie Smoker

Housing Admin. Supervisor

mariesmoker@polk-county.net

863-534-5241

SHIP
Estimated Project Costs
Rehabilitation/Replacment
15384.340554028.5334420

Homeowner:	Kathi Perales	
	1205 1/2 35th St NW	
	Winter Haven, FL 33880	

Case No. RC23-SHIP-017

Bid Amount	198,595.75		\$ 198,595.75
HO Contribution			
0% Payback Mortgage			
Deferred Mortgage	198,595.75		\$ 198,595.75

Soft Costs (SHIP GRANT)

Service Delivery	9,150.79		\$ 9,150.79
Appraisal	400.00		\$ 400.00
Survey	-		\$ -
Blue Prints	450.00		\$ 450.00
Soil Test	135.00		\$ 135.00
Septic Tank Pumpout	-		\$ -
Septic Tank Permit	180.00		\$ 180.00
Temp. Relocation	3,250.00		\$ 3,250.00
Insurance	1,000.00		\$ 1,000.00
NOC Filing Fee	13.00		\$ 13.00
Mortgage Doc. Fee	696.00		\$ 696.00
Mortgage Recording Fee	70.00		\$ 70.00
Total	15,344.79	-	\$ 15,344.79

TOTAL PROJECT COSTS	\$ 213,940.54
----------------------------	----------------------

Polk Deferred Mortgage & Security Agreement	\$	198,595.75
0% Payback Mortgage	\$	-
Grant Agreement	\$	15,344.79
TOTAL	\$	213,940.54

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) **Kathi Perales a single woman**, whose post office address is: **1205 ½ 35th Street NW, Winter Haven, FL 33880** ("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 Ninety-Eight Thousand, Five Hundred Ninety-Five and 75/100 Dollars (\$198,595.75)**. 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 **1205 ½ 35th Street NW, Winter Haven, FL 33880**, and more particularly described as:

Beginning 450.00 South of the Northeast corner of the West ½ of the East ½ of the Southeast ¼ of the Northwest ¼ of Section 24, Township 28 South, Range 25, East, Polk County Florida, for the Point of Beginning; run thence South 100.00 feet run thence West 150.00 feet; run thence North 100.00 feet; run thence East 150.00 feet to the Point of Beginning, LESS the East 25.00 feet thereof for roadway purposes.

And

The South 100.00 feet of the North 550.00 feet of the West ½ of the East ½ of the Southeast ¼ of the Northwest ¼ of Section 24, Township 28 South Range 25 East, Polk County Florida, LESS the East 150.00 feet AND LESS the West 150.00 feet thereof, AND LESS the East 25.00 feet thereof for roadway purposes.

- 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.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

ATTEST:

OWNER(s):

Witness

Kathi Perales

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 Kathi Perales, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires _____

Prepared By: Jacqueline W. 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: Kathi Perales

ADDRESS: 1205 ½ 35th Street NW, Winter Haven, FL 33880

CASE NUMBER: RC23-SHIP-017

LOAN AMOUNT: \$198,595.75

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantor is **Kathi Perales** whose post office address is: **1205 ½ 35th Street NW, Winter Haven, FL 33880** ("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 Ninety-Eight Thousand Five Hundred Ninety-Five and 75/100 Dollars**, 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

Kathi Perales

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 Kathi Perales, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires _____

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 **Kathi Perales**, 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 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 1205 ½ 35th Street, NW, Winter Haven, FL 33880

Legal Description: Beginning 450.00 South of the Northeast corner of the West ½ of the East ½ of the Southeast ¼ of the Northwest ¼ of Section 24, Township 28 South, Range 25, East, Polk County Florida, for the Point of Beginning; run thence South 100.00 feet run thence West 150.00 feet; run thence North 100.00 feet; run thence East 150.00 feet to the Point of Beginning, LESS the East 25.00 feet thereof for roadway purposes.

And

The South 100.00 feet of the North 550.00 feet of the West ½ of the East ½ of the Southeast ¼ of the Northwest ¼ of Section 24, Township 28 South Range 25 East, Polk County Florida, LESS the East 150.00 feet AND LESS the West 150.00 feet thereof, AND LESS the East 25.00 feet thereof for roadway purposes.

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 **Fifteen Thousand Three Hundred Forty-Four and 79/100 Dollars (15,344.79)** 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 11/15/2023 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.

Attest:

Owner(s):

Witness

Kathi Perales

N/A

Witness

N/A

Homeowner

Attest:

Stacy M. Butterfield, Clerk

Polk County, Florida, a political
subdivision of the State of Florida

BY:

Deputy Clerk

W. C. Braswell, Chair
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 Kathi Perales, 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: RC23-SHIP-017**

HOMEOWNER: Kathi Perales

PROPERTY ADDRESS: 1205 ½ 35th Street, NW, Winter Haven, FL 33880

THIS AGREEMENT is entered into this _____ day of _____ 20__ by Polk County, a political subdivision of the State of Florida, and Kathi Perales (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 \$198,595.75 to assist with a Rehabilitation/Replacement of an owner-occupied home and a grant agreement in the amount of \$15,344.79 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.

\$27,432.03 County Area Median Income (adjusted for family size)

80% Percentage (%) AMI Level of HOMEOWNER

\$40,000.00 HOMEOWNER's Annual Income

- b) The property is located in Polk County and will have after-rehabilitation or replacement appraised value equal to or less than ninety percent (90%) median area purchase price as established by the U.S. Treasury Department. Polk County has reviewed the household income and the property value requirements in accordance with SHIP Program requirements and has approved this project eligible for funding.
- c) The HOMEOWNER must maintain the property in good physical condition for the life of the loan. The HOMEOWNER must be current with the payment of property taxes, HOMEOWNER's insurance, homestead exemption, and flood insurance, if applicable. Polk County must be named as an additional insured on all of the HOMEOWNER's insurance policies and a copy of this policy must be provided to Polk County.

6) HOUSING AND QUALITY STANDARDS

The property, after Rehabilitation/Replacement must meet Florida Housing's Minimum Rehabilitation Standards, Section 8 Housing Quality Standards (HQS) or the local or Florida Building Code (latest edition), whichever is more stringent. Polk County shall verify the property has met the housing and quality standards as evidenced by an issuance of a Certificate of Occupancy upon final inspection of the property that is the subject of the Rehabilitation/ Replacement.

7) REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that SHIP funds shall only be used for eligible SHIP activities. The HOMEOWNER also agrees that any work done by a licensed contractor in performance of this Agreement shall be done pursuant to a written contract, and only after all necessary permits are obtained.

Polk County shall reserve the right, pursuant to Polk County's own procedures, of final approval of all bids submitted from independent contractors relative to performing the rehabilitation and repair of HOMEOWNER's home. The nature of the Rehabilitation/Replacement work to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable Rehabilitation/Replacement work contract entered into between the HOMEOWNER and any Rehabilitation/Replacement contractor. The HOMEOWNER shall select the contractor(s) with Polk County's approval to perform the Rehabilitation/Replacement work upon the HOMEOWNER's aforesaid home. Polk

County shall in combination with the HOMEOWNER supervise the contractor(s) selected by the HOMEOWNER relative to the Rehabilitation/Replacement of the HOMEOWNER's aforesaid home. Polk County and the HOMEOWNER, as provided for in the applicable Rehabilitation/Replacement work contract entered into between the OWNER and any Rehabilitation/Replacement contractor, have the right to terminate or abandon the work contemplated pursuant to such contract.

Polk County shall have the right to enforce the provisions of said work contract by the employment of all legal methods deemed necessary in the judgment of Polk County, including the filing and prosecution of Breach of Contract court claims against applicable Rehabilitation/Replacement contractors. If the HOMEOWNER fails to execute and otherwise enter into said Rehabilitation/Replacement work contract with the said HOMEOWNER selected contractor(s) within five (5) days from receipt of written request by Polk County or its authorized agent, Polk County may, upon written notice to the HOMEOWNER, immediately terminate this Agreement without penalty whatsoever.

The amount of the Rehabilitation/Replacement Loan and the total amount the HOMEOWNER contracts to pay for the Rehabilitation/Replacement contractor(s) shall be determined at the sole judgment and discretion of Polk County. All monies to be used for the benefit of the HOMEOWNER pursuant to the aforesaid Rehabilitation/Replacement Loan shall be held by Polk County. All payments coming due to any contractor(s) shall be made by Polk County with written approval of HOMEOWNER pursuant to the terms and provisions of the executed Rehabilitation/Replacement work contract existing between the HOMEOWNER and the contractor(s).

Upon receipt of the contractor's proper mechanic's lien waiver, if applicable, Polk County shall request a final draw. If there are funds remaining after all work has been completed, inspected and accepted and all soft costs paid in full, Polk County shall adjust the amount of the loan and de-obligate the remaining funds. The HOMEOWNER will receive documentation of outstanding loan balance.

8) ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced and secured by a Lien/Promissory Note ("Note") and a Mortgage on the property. Should there exist any prior Mortgage liens against said property, Polk County may elect to insist that said prior Mortgage liens be made inferior to any Mortgage granted by the HOMEOWNER. Failure by the HOMEOWNER to comply with the terms of this Agreement and the Note and Mortgage shall be considered a default and appropriate legal actions shall be taken to enforce the terms and conditions of the Agreement.

9) DURATION OF THE AGREEMENT

The SHIP funds in the amount of \$198,595.75 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 11/15/2023, 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.

Kathi Perales

Witness

Witness

Polk County, Florida, a political
subdivision of the State of Florida

W. C. Braswell, Chair

Date

Attest:

Stacy M. Butterfield, Clerk

Deputy Clerk

**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 Kathi Perales, 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.17.

10/1/2024

SUBJECT

Approve State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program Homeowner Assistance Agreement and Grant Agreement for property located in Bartow, FL. for Case# RC23-SHIP-009. (\$210,140.30 one-time expense).

DESCRIPTION

Approve SHIP rehabilitation/replacement Homeowner Assistance Agreement for Case #RC23-SHIP-009 in the amount of \$194,486.00 for home replacement and rehabilitation/replacement Grant Agreement in the amount of \$15,654.30 for construction soft costs, for a total project cost of \$210,140.30

RECOMMENDATION

Request approval of this SHIP rehabilitation/replacement agreement.

FISCAL IMPACT

Funds are available in the Affordable Housing Trust Fund.

CONTACT INFORMATION

Marie Smoker

Housing Admin. Supervisor

mariesmoker@polk-county.net

863-534-5241

SHIP
Estimated Project Costs
Reconstruction
15384.340554028.5334420

Homeowner:	CeLinda S. Young	
	765 Grove Drive	
	Bartow, FL 33830	

Case No. RC23-SHIP-009

Bid Amount	194,486.00		\$ 194,486.00
HO Contribution			
0% Payback Mortgage			
Deferred Mortgage	194,486.00		\$ 194,486.00

Soft Costs (SHIP GRANT)

Service Delivery	8,969.30		\$ 8,969.30
Appraisal	400.00		\$ 400.00
Survey	-		\$ -
Blue Prints	665.00		\$ 665.00
Soil Test	135.00		\$ 135.00
Septic Tank Pumpout	-		\$ -
Septic Tank Permit	180.00		\$ 180.00
Temp. Relocation	3,550.00		\$ 3,550.00
Insurance	1,000.00		\$ 1,000.00
NOC Filing Fee	13.00		\$ 13.00
Mortgage Doc. Fee	681.00		\$ 681.00
Mortgage Recording Fee	61.00		\$ 61.00
Total	15,654.30	-	\$ 15,654.30

TOTAL PROJECT COSTS	\$ 210,140.30
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Polk Deferred Mortgage & Security Agreement	\$	194,486.00
0% Payback Mortgage	\$	-
Grant Agreement	\$	15,654.30
TOTAL	\$	210,140.30

Prepared By: Jacqueline W. 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: CeLinda S. Young

ADDRESS: 765 Grove Drive, Bartow, FL 33830

CASE NUMBER: RC23-SHIP-009

LOAN AMOUNT: \$194,486.00

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantor is CeLinda Young whose post office address is: 765 Grove Drive, Bartow, FL 33830 ("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 Ninety-Four Thousand Four Hundred Eighty-Six and No/100 Dollars, 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

CeLinda S. Young

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 CeLinda S. Young, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires _____

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 CeLinda S. Young 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 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: 765 Grove Drive, Bartow, FL 33830.

Legal Description: Begin 990 feet East and 660 feet South of the NW corner of the SE ¼ of the NE ¼ Section 35, Township 29 South, Range 25 East, run thence West 330 feet, thence South 132 feet, thence East 330 feet, thence North 132 feet to the Point of Beginning, less the East 25 feet which are reserved for a street; all lying and being in 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 **Fifteen Thousand Six Hundred Fifty-Four and 30/100 Dollars(\$15,654.30)** 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 9/6/2023 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.

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

CeLinda S. Young

Witness

Attest:
Stacy M. Butterfield, Clerk

Polk County, Florida, a political
subdivision of the State of Florida

BY: _____
Deputy Clerk

W. C. Braswell, Chair
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 CeLinda S. Young 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: RC23-SHIP-009**

HOMEOWNER: CeLinda S. Young

PROPERTY ADDRESS: 765 Grove Drive, Bartow, FL 33830

THIS AGREEMENT is entered into this _____ day of _____ 20__ by Polk County, a political subdivision of the State of Florida, and **CeLinda S. Young** (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 \$194,486.00 to assist with a Rehabilitation/Replacement of an owner-occupied home and a grant agreement in the amount of \$15,654.30 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.

\$42,800.00 County Area Median Income (adjusted for family size)
80% Percentage (%) AMI Level of HOMEOWNER

\$24,994.80 HOMEOWNER's Annual Income

- b) The property is located in Polk County and will have after-rehabilitation or replacement appraised value equal to or less than ninety percent (90%) median area purchase price as established by the U.S. Treasury Department. Polk County has reviewed the household income and the property value requirements in accordance with SHIP Program requirements and has approved this project eligible for funding.
- c) The HOMEOWNER must maintain the property in good physical condition for the life of the loan. The HOMEOWNER must be current with the payment of property taxes, HOMEOWNER's insurance, homestead exemption, and flood insurance, if applicable. Polk County must be named as an additional insured on all of the HOMEOWNER's insurance policies and a copy of this policy must be provided to Polk County.

6) HOUSING AND QUALITY STANDARDS

The property, after Rehabilitation/Replacement must meet Florida Housing's Minimum Rehabilitation Standards, Section 8 Housing Quality Standards (HQS) or the local or Florida Building Code (latest edition), whichever is more stringent. Polk County shall verify the property has met the housing and quality standards as evidenced by an issuance of a Certificate of Occupancy upon final inspection of the property that is the subject of the Rehabilitation/ Replacement.

7) REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that SHIP funds shall only be used for eligible SHIP activities. The HOMEOWNER also agrees that any work done by a licensed contractor in performance of this Agreement shall be done pursuant to a written contract, and only after all necessary permits are obtained.

Polk County shall reserve the right, pursuant to Polk County's own procedures, of final approval of all bids submitted from independent contractors relative to performing the rehabilitation and repair of HOMEOWNER's home. The nature of the Rehabilitation/Replacement work to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable Rehabilitation/Replacement work contract entered into between the HOMEOWNER and any Rehabilitation/Replacement contractor. The HOMEOWNER shall select the contractor(s) with Polk County's approval to perform the Rehabilitation/Replacement work upon the HOMEOWNER's aforesaid home. Polk

County shall in combination with the HOMEOWNER supervise the contractor(s) selected by the HOMEOWNER relative to the Rehabilitation/Replacement of the HOMEOWNER's aforesaid home. Polk County and the HOMEOWNER, as provided for in the applicable Rehabilitation/Replacement work contract entered into between the OWNER and any Rehabilitation/Replacement contractor, have the right to terminate or abandon the work contemplated pursuant to such contract.

Polk County shall have the right to enforce the provisions of said work contract by the employment of all legal methods deemed necessary in the judgment of Polk County, including the filing and prosecution of Breach of Contract court claims against applicable Rehabilitation/Replacement contractors. If the HOMEOWNER fails to execute and otherwise enter into said Rehabilitation/Replacement work contract with the said HOMEOWNER selected contractor(s) within five (5) days from receipt of written request by Polk County or its authorized agent, Polk County may, upon written notice to the HOMEOWNER, immediately terminate this Agreement without penalty whatsoever.

The amount of the Rehabilitation/Replacement Loan and the total amount the HOMEOWNER contracts to pay for the Rehabilitation/Replacement contractor(s) shall be determined at the sole judgment and discretion of Polk County. All monies to be used for the benefit of the HOMEOWNER pursuant to the aforesaid Rehabilitation/Replacement Loan shall be held by Polk County. All payments coming due to any contractor(s) shall be made by Polk County with written approval of HOMEOWNER pursuant to the terms and provisions of the executed Rehabilitation/Replacement work contract existing between the HOMEOWNER and the contractor(s).

Upon receipt of the contractor's proper mechanic's lien waiver, if applicable, Polk County shall request a final draw. If there are funds remaining after all work has been completed, inspected and accepted and all soft costs paid in full, Polk County shall adjust the amount of the loan and de-obligate the remaining funds. The HOMEOWNER will receive documentation of outstanding loan balance.

8) ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced and secured by a Lien/Promissory Note ("Note") and a Mortgage on the property. Should there exist any prior Mortgage liens against said property, Polk County may elect to insist that said prior Mortgage liens be made inferior to any Mortgage granted by the HOMEOWNER. Failure by the HOMEOWNER to comply with the terms of this Agreement and the Note and Mortgage shall be considered a default and appropriate legal actions shall be taken to enforce the terms and conditions of the Agreement.

9) DURATION OF THE AGREEMENT

The SHIP funds in the amount of \$194,486.00 are provided as a direct SHIP Subsidy in the form of a Deferred Payment Loan (DPL) of a 15-year (0%) interest loan. The 15-year affordability period begins from the recording date of the Deferred Mortgage and Security Agreement. This Agreement will terminate, and the total amount of the DPL loan will be forgiven at the end of the 15th year as long as the home remains the principal residence of the Homeowner and all other terms of this Agreement, Note and Mortgage are met.

10) OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act by the HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving Polk County.

All notices to the HOMEOWNER, as provided for pursuant to the provisions of this Agreement, shall be deemed received by the HOMEOWNER upon deliverance by U.S. Mail, or otherwise, or an appropriate written communication to the HOMEOWNER's home address as listed in this Agreement.

The HOMEOWNER shall be responsible for all costs, including reasonable attorney's fees, incurred by Polk County in the enforcement of the provisions of this Agreement, Mortgage, or Note, whether legal suit is brought or not.

The HOMEOWNER will indemnify and hold Polk County harmless together with all of Polk County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out of or in connection with the Rehabilitation/Replacement of the HOMEOWNER's property due to the HOMEOWNER's negligence.

The HOMEOWNER filed application with Polk County dated September 6, 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.

CeLinda S. Young

Witness

Witness

Polk County, Florida, a political
subdivision of the State of Florida

W. C. Braswell, Chair Date
Board of County Commissioners

Attest:
Stacy M. Butterfield, Clerk

Deputy Clerk

**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 CeLinda S. Young, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires: _____

Prepared By: Jacqueline W. 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) **CeLinda S. Young, an unremarried widow** whose post office address is: **765
Grove Drive, Bartow, FL 33830** ("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 Ninety-Four Thousand Four Hundred Eighty-Six and No/100 Dollars** (\$194,486.00).
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 **765 Grove Drive, Bartow, FL 33830**, and more particularly described as:

Begin 990 feet East and 660 feet South of the NW corner of the SE ¼ of the NE ¼ Section 35, Township 29 South, Range 25 East, run thence West 330 feet, thence South 132 feet, thence East 330 feet, thence North 132 feet to the Point of Beginning, less the East 25 feet which are reserved for a street; all lying and being in 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.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

ATTEST:

OWNER(s):

Witness

CeLinda S. Young

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 CeLinda S. Young, 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.18.

10/1/2024

SUBJECT

Approve the Collective Bargaining Agreement (CBA) between Polk County and the International Association of Emergency Medical Technicians (EMT's) and Paramedics Local 917 R-5 SEIU/NAGE (IAEP)

DESCRIPTION

The proposed change is the result of successful bargaining between Polk County and the International Association of EMTs and Paramedics (IAEP) for a one-year CBA (Article XXXII), a wage tenure increase of 1.5 percent and one (1) step increase (Article XX) for all eligible bargaining unit employees, and the other attached Articles (XVIII, XIX, XXVI).

ARTICLE XXXII: DURATION, MODIFICATION AND TERMINATION

This Agreement shall be effective upon ratification and, except for the provisions of Article XXI, Section 21, shall continue in full force and effect until 12 o'clock midnight on the 30th day of September, 2025

ARTICLE XX: RATES OF PAY

Effective the September 30, 2024 pay period or the first full payroll period after ratification by both parties, whichever is later and contingent upon Board approval, all eligible bargaining unit employees will receive a one-time tenure pay increase of 1.5% and shall progress 1 step on the existing 13-step pay plan, except in those cases where:

1. EMT INTRAVENOUS (IV) CERTIFICATION INCENTIVE

For those employees already having submitted their certification, or effective the second pay period following submission of proof of Certification, the incentive rate will be twenty-five (25) cents per hour and will be added to the employee's current rate on an ongoing basis.

2. FIELD TRAINING OFFICER (FTO) PREMIUM PAY

EMTs and Paramedics who are designated as qualified and who are assigned as a Field Training Officer (FTO) will receive a premium of one dollar and fifty cents (\$1.50) per hour for hours actually assigned and worked as an FTO while training employees.

3. EMT TO PARAMEDIC PROMOTION BONUS

Polk County EMTs, who successfully pass the Paramedic training, attain a State of Florida Paramedic Certification and who are newly promoted to the regular bargaining unit position of Paramedic will be eligible for a one-time \$2,000 promotion bonus and subject to the eligibility

and reimbursement requirements set forth in the agreement.

4. SUMMARY OF RATES OF PAY

Polk County reserves the right to start new employees within the established pay ranges, based upon education, experience, skill and training, up to but not exceeding the mid-point of the range.

5. WORKING OUT OF CLASSIFICATION EMERGENCY MEDICAL TECHNICIAN TO PARAMEDIC

When assigned to work OUT of Class, the employee will receive two dollars and fifty cents (\$2.50) per hour extra for all hours that the employee worked Out of Class as a Paramedic.

RECOMMENDATION

Recommend approval of the IAEP Articles XXXII Duration, Modification and Termination; XX Rates of Pay; XVIII Discipline and Discharge; XIX Hours of Work and Overtime; XXVI Uniforms

FISCAL IMPACT

Funding is available in the Fiscal Year 2023/2024 Budget for the wage tenure and step increases

CONTACT INFORMATION

Kandis Baker-Buford
Equity and Human Resources Director

ARTICLE XXXII
DURATION, MODIFICATION AND TERMINATION

Section 1. , This Agreement shall be effective upon ratification and, except for the provisions of Article XXI, Section 21, shall continue in full force and effect until 12 o'clock midnight on the 30th day of September, 202~~3~~5 . At least one hundred twenty (120) days prior to the termination of this Agreement, either party hereto shall notify the other party, in writing, of intention to modify, amend or terminate this Agreement. Failure to notify the other party, in writing, of intention to modify, amend or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification. In the event the parties hereto desire to modify or amend this Agreement and have been unable to agree on said modification or amendment by the termination date of this Agreement, this Agreement shall terminate without further notice.

In witness whereof, the parties hereto have hereunder set their hands and seal this _____ day of _____, 202~~2~~4.

**ARTICLE XX
RATES OF PAY**

1A BAC 9.10.24
Kup 9/18/2024

Section 1. The following compensation plan will be in effect for the **2023-2024** fiscal year:

Effective the pay period beginning October 2, 2023 or the first full payroll period after ratification by both parties, whichever is later, all members shall progress one (1) step on the pay scale as outlined in the existing pay plan, without retroactive pay.

Notwithstanding any other provision of this Agreement, all current bargaining unit employees, regardless of their time with the County, will receive a onetime tenure pay increase of 1.5 percent effective upon ratification. Employees who are at the maximum pay for their pay grade will receive a one-time lump sum payment.

- The employee is on a Performance Improvement Probation;
- The employee is in a "non-paid" status due to receiving workers' compensation;
- or
- The employee is on a "non-paid" leave of absence.

This does not include any increases to the base wage.

Section 1. INCENTIVES AND PREMIUM PAY

A. EMT INTRAVENOUS (IV) CERTIFICATION INCENTIVE

For those employees already having submitted their certification, or effective the second pay period following submission of proof of IV Certification for new certifications, the incentive rate will be twenty-five (25) cents per hour and will be added to the employee's current rate on an ongoing basis. However, in order to continue to receive said incentive, the employee's certification must remain current and the employee must use such skills upon demand.

B. FIELD TRAINING OFFICER (FTO) PREMIUM PAY

EMTs and Paramedics who are designated as qualified and who are assigned as a Field Training Officer (FTO) will receive a premium of one dollar and fifty cents (\$1.50) per hour for hours actually assigned and worked as an FTO while training employees.

C. EMT TO PARAMEDIC PROMOTION BONUS

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

Section 1. Just Cause

The County shall neither discipline nor discharge any employee without just cause.

Section 2. Code of Conduct and Progressive Discipline

The County and the Union recognize the concept of progressive discipline. The County shall normally follow progressive disciplinary procedures before discharging an employee. The County and the Union understand and agree that each individual case must be judged on its own merits. Single serious offenses or repeated offenses may call for discipline that is commensurate with the offense or totality of the situation and may not necessarily be based upon the premise of progression. Also, the parties agree that the concept of progressive discipline will not necessarily be applied to employees who are on initial probation. Management reserves full discretion over the employment status of employees who are on initial probation. However, discipline will at no time be either arbitrary or capricious.

Section 3. Medical Director

It is understood by the Union and by the County that all EMTs and Paramedics work under the license and with the approval of the Medical Director. Therefore, it is also understood that the Medical Director may at any time revoke any employee's privilege to work under such license as permitted by Florida Statutes and Florida Administrative Code. There will be no administrative recourse to the Medical Director's decision and such a decision is not subject to the grievance and arbitration process. However, when the Medical Director revokes an employee's privilege the employee will immediately be placed on suspension with pay. The Union and management will meet within three calendar days to discuss and to determine whether or not they agree that the Medical Director's decision was arbitrary or capricious. If both parties agree that the decision was not arbitrary or capricious, then the employee will be terminated. If both parties agree that the decision was arbitrary or capricious, then the County will make a good faith effort to find another vacant appropriate job within the County to place such employee. If no such position is immediately available, the employee will be terminated, but will be considered for other appropriate positions which may become available in the future. The employee must be qualified and take the initiative to apply for such future positions. If the parties cannot reach a consensus whether the Medical Director's decision was arbitrary and capricious, the decision of the Medical Director will be final and binding on all parties. This agreement will recognize that a timeline of up to ninety (90) days is reasonable for disciplinary action.

Additionally when dealing with issues involving the Medical Director an employee may request that a Fire Rescue Deputy Chief be present during discussions(s). The Fire Rescue Deputy Chief will decide their status in such meetings.

Section 4. Investigations and Employee Action Forms (EAFs)

The County and Union recognizes the value and need for an established administrative investigation process that is committed to fair and thorough fact finding investigations.

The County will establish and publish a policy that outlines the complaint and administrative investigation process for employees. This will include a procedure for providing electronic notice of any discipline issued to a bargaining unit member pursuant to the Union's request for such discipline on a case-by-case basis. The County does not have any obligation to provide electronic notice of the discipline to Union personnel absent the Union's request for the notice for any individual matter.

Whenever a member covered by this agreement is subject to an administrative investigation, such investigation shall start within thirty (30) days after a person authorized by the County to initiate an investigation of the alleged misconduct has knowledge of the incident. The administrative investigation, including by Fire Rescue Administration and by County E.O. Office if applicable, must be complete and the subject employee notified of the result of the investigation within ninety (90) calendar days of initiating such investigation. If more time will be required to complete the investigation, the investigating officer shall explain, in writing, as to the need for the extension of the investigation to the union representative responsible for any and all union grievances. Nothing in this Section applies to a criminal investigation performed by a law enforcement agency. The administrative investigation may be delayed and the time requirements will be tolled during a criminal investigation. An administrative investigation is officially initiated when the subject employee has been noticed by the investigating official, unless such notice would reasonably compromise the investigation, in that case the investigation is officially initiated upon being authorized by the Fire Rescue Chief or designee. The investigation will officially cease upon the written findings being approved by the Fire Rescue Chief or designee.

Normally, in imposing any disciplinary measure, management shall not consider any written counseling which occurred more than 18 months previous or reprimands, suspensions without pay, probation or demotion more than two years previous to the current violation(s). However, preventable vehicle accidents will be handled under the County Handbook and prior infractions past two years may be considered when such infractions are severe, such as, but not limited to sexual harassment, substance abuse, violent behavior, conduct involving moral turpitude violations or for infractions that reflect significant repetitive behavior. Verbal counseling(s) will not be used beyond one year unless the verbal counseling is attached as back-up to a follow-up formal counseling within that year and both are sent to the employee's official personnel file maintained by Human Resources.

Section 5. Suspensions During Investigations

During an administrative investigation that may lead to termination or other discipline of an employee, the County has full discretion regarding whether to keep an employee working, or to suspend the employee with pay during the investigation. While on

suspension with pay, an employee is obligated to contact their immediate supervisor (or their specifically designated County representative) at 8:00 AM and again at 5:00 PM on each of their regularly scheduled shifts, and to remain available and to report to duty when instructed to do so. Failure to comply with these conditions may result in loss of pay during such suspension.

Whenever a member covered by this agreement is subjected to a criminal investigation the County has full discretion regarding whether to suspend the employee with pay or without pay during the criminal proceedings. If the County places an employee on suspension without pay and the state or federal prosecutor does not file charges, the employee will be made whole unless the County Administration determines that the employee violated a BOCC or Fire Rescue policy and takes disciplinary action.

Section 6. Discharge Notices

Discharge must be by proper written notice to the employee. It is the employee's responsibility to provide notification to the union in a timely manner if they desire representation. The County will provide an electronic copy of the written notice to the designated Union representatives if the Union submits a written request to the Fire Chief's designee requesting the notice.

Section 7. Employees Engaging in Sexual Conduct on Duty

An employee who is found to have engaged in sexual activity while on duty or using County property for such conduct shall be subject to immediate termination. In that event, whether or not the employee has engaged in sexual activity in violation of this Article shall be subject to the grievance and arbitration procedures of this Agreement, but the decision as to the disciplinary penalty for an employee who engages in such conduct will not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XIX
HOURS OF WORK AND OVERTIME

Section 1. The County has the right to require bargaining unit employees to work overtime, when in the sole judgment of Fire Rescue Administration, overtime work is necessary to the efficient operation of the Fire Rescue Division. All employees will be eligible to be paid at one-and-one-half times their regular hourly rate for all hours worked in excess of forty (40) hours per week.

Section 2. If called upon to hold over and work overtime, the employee is expected to do so until a replacement is on duty and the employee is released to go home. If, in the opinion of the Deputy Chief, it is not safe to hold over an employee in his/her current duty assignment because of the volume or nature of calls on his/her shift, the County may excuse the employee from holding over and select the next employee on the mandatory overtime list; or alternatively, may switch the employee with an employee working at a station with lower call volume. In either case, the decision of the County will not be precedent setting, and will not be subject to the grievance and arbitration provisions of this Agreement. Employees who are held over involuntarily will be paid at the emergency overtime rate. Management will make a good faith effort to find a replacement and to notify employees of the need to hold over as soon as reasonably possible. Failure of an employee to hold over and work overtime or failure to work overtime during an emergency when required and called upon shall be good cause for disciplinary action.

Section 3. The current practice of a monthly auction to cover shifts for employees on leave will be discontinued.

Section 4. Bargaining unit EMT'S and Paramedics shall be allowed to work MOT and VOT on Fire Rescue units if the Division is unable to fill the identified shift vacancy with dual certified personnel.

ARTICLE XXVI

UNIFORMS

Uniforms will be provided by the County. Only the County issued uniform garments will be allowed to be worn. No substitutions will be acceptable.

New employees assigned 40 hour will receive a minimum of five (5) sets of uniforms, to include a jacket.

New employees assigned 56 hour will receive a minimum of five (5) sets of uniforms, to include a jacket.

The County will create an electronic sign-off sheet and the employee will execute confirming receipt of the new uniforms.

All employees will receive a badge and name tag at time of employment or promotion. Newly promoted employees will be provided with additional uniform items and insignia in accordance with established policies.

Uniforms will be provided through a County approved method. Employees may procure uniforms only through the approved method. Each bargaining unit employee will be allocated six hundred dollars (\$600.00) per year to purchase all uniforms and accessories. Only the County approved uniform garments will be permitted to be purchased and worn.

The parties agree that the County will provide a Uniform Allowance for bargaining unit employees except Captains in the annual amount of five hundred dollars (\$500) to be paid in two (2) two hundred fifty dollar (\$250.00) payments; one at the end of March and the other at the end of September of each year of the current Collective Bargaining Agreement. This allowance is to be used for the commercial cleaning of uniforms and is not permitted to be used for home or station washing machines. The County recognizes that the Union has requested this allowance to prevent cross-contamination at the employee's home and therefore the County is to be held harmless for any home/duty-station cleaning of uniforms.

The use of alternate uniforms, including shirts documenting causes recognized by the Division or County will be at the Fire Rescue Chief's sole discretion, The Fire Rescue Chief or the identified designee will provide written notice to the Union upon the approval of an alternate uniforms.



Polk County
Board of County Commissioners

Agenda Item R.19.

10/1/2024

SUBJECT

Approve Polk HealthCare Plan Behavioral Health Services Agreement with Lakeland Regional Health Systems, Inc. and Lakeland Regional Medical Center, Inc. d/b/a Lakeland Regional Health (Lakeland Regional Health) for outpatient behavioral health services. (Transfer of existing appropriations to medical provider).

DESCRIPTION

The behavioral health services agreement will allow for the provision of outpatient behavioral health services to qualified county residents enrolled in the Polk HealthCare Plan (PHP). The agreement will be effective October 1, 2024 to September 30, 2025.

RECOMMENDATION

Request Board approve the behavioral health services agreement with Lakeland Regional Health.

FISCAL IMPACT

Funds are budgeted in the Indigent Health Care Fund.

CONTACT INFORMATION

Paula C. McGhee, Provider Services Manager, Health and Human Services Division at 863-519-2003

Joy Johnson, Administrator, Health and Human Services Division at 863-534-5204

**BEHAVIORAL HEALTH SERVICES AGREEMENT
FOR BEHAVIORAL HEALTH CARE**

This Agreement ("Agreement") is made effective from **October 1, 2024** ("Effective Date") to **September 30, 2025** by and between **Lakeland Regional Health Systems, Inc. and Lakeland Regional Medical Center, Inc. d/b/a Lakeland Regional Health** ("Behavioral Health Services Entity") and Polk County, a political subdivision of the State of Florida ("COUNTY") (Behavioral Health Services Entity and COUNTY shall be jointly referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the County has an indigent health care plan, hereinafter known as the Polk HealthCare Plan (further defined herein and hereinafter referred to as the "Plan" as further defined in Section 1.8, below), and wishes to arrange for the provision of outpatient behavioral health services to certain eligible County residents ("Members" as further defined in Section 1.9, below); and

WHEREAS, the Behavioral Health Services Entity is comprised of, or contracts with, one or more Qualified Providers (hereinafter defined) capable of meeting the credentialing criteria of the County; and

WHEREAS, the County desires to engage the Behavioral Health Services Entity to deliver, or arrange for the delivery of outpatient behavioral health services to the Members of its Plan; and

WHEREAS, the Behavioral Health Services Entity is willing to deliver or arrange for the delivery of such services on the terms specified herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 **Claim.** A statement of services submitted to the County, or its designated third party administrator, by the Behavioral Health Services Entity following the provision of Covered Services to a Member that shall include the Member's demographics, diagnosis or diagnoses (ICD10 Codes), date(s) of service, CPT/HCPCS codes, place of service, authorization number if required, referring provider if applicable, treating provider and the member name, member address, member date of birth, Plan member identification number and Qualified Provider to be paid for services rendered to the Member submitted on an approved CMS 1500 Form.

1.2 **Co-payment.** A charge which may be collected directly by a Behavioral Health Services Entity or Behavioral Health's Services Entity's designee from a Member in accordance with the Plan.

1.3 **County.** The designated division of the county government of Polk County, Florida, Polk HealthCare Plan, Health and Human Services Division or its authorized agent as applicable.

1.4 **County Notice.** A communication by the County to the Behavioral Health Services Entity informing the Behavioral Health Services Entity of the terms of the Plan, modifications to the Plan, and any other information relevant to the provision of Covered Services pursuant to this Agreement.

1.5 **Covered Services.** Those outpatient Behavioral Health care services to be delivered by or through Behavioral Health Services Entity to Members pursuant to this Agreement, as further defined in ARTICLE II.

1.6 **Behavioral Health Services Entity.** An individual or group of Qualified Providers, who are capable of meeting the credentialing criteria of the Plan.

1.7 Payer. The entity or organization directly responsible for the payment of Covered Services to the Behavioral Health Services Entity under the Plan.

1.8 Polk HealthCare Plan (the "Plan"). A government assistance program to provide health care services, which is funded by a discretionary sales surtax (as authorized pursuant to F.S. 212.055(7)) and administered by the County for the benefit of Members, as it may be modified from time to time, and all the terms, conditions, limitations, exclusions, benefits, rights and obligations thereof to which County and Members are subject.

1.9 Polk HealthCare Plan Members (or Members). Any individual(s) who has/have been determined eligible by the County to participate in the Plan and who is/are enrolled in the Plan.

1.10 Protected Health Information (PHI). Information that is (a) created or received by a Behavioral Health Services Entity; (b) relates to: (1) the past, present, or future behavioral health condition of an individual; (2) the provision of behavioral health care to an individual; or (3) the past, present, or future payment for the provision of behavioral health care to an individual; and (c) identifies the individual or there is a reasonable basis to believe the information can be used to identify the individual. PHI does not include information excluded from HIPAA's definition of "protected health information" in 45 C.F.R. 160.103.

1.11 Qualified Provider. A doctor of medicine or osteopathy, certified nurse practitioner, physician assistant, Mental Health Counselor, Psychologist, Marriage and Family Therapist, or Clinical Social Worker licensed to practice in the State of Florida, who possesses an unencumbered Florida license, and who provides Covered Services to Members as contemplated in this Agreement or oversees and co-signs on services provided by members of multidisciplinary team so that they can be billed.

1.12 Total Compensation. The total amount payable by Payer and Member for Covered Services furnished pursuant to this Agreement. The Total Compensation is defined herein pursuant to EXHIBIT A, attached hereto and incorporated into this Agreement by reference.

ARTICLE II **DELIVERY OF SERVICES**

2.1 Covered Services. The Behavioral Health Services Entity shall provide or, through its Qualified Providers, arrange for the Members the provision of Covered Services that are identified in EXHIBIT A, attached hereto and made a part of this Agreement by reference. All Covered Services shall be provided in accordance with generally accepted clinical and legal standards, consistent with medical ethics governing the Qualified Provider. Non-Covered Services are not reimbursable services under the Plan.

2.2 Verification of Members. In order to guarantee payment, the Behavioral Health Services Entity shall utilize a Member's identification card, which has been chosen by the County to verify and confirm that Member's eligibility for Covered Services prior to rendering any such Covered Services pursuant to the instructions provided in EXHIBIT B attached hereto and made a part of this Agreement by reference.

ARTICLE III **COMPENSATION AND RELATED TERMS**

3.1 Compensation. The Behavioral Health Services Entity, or its designee, shall accept the Total Compensation as full payment for the provision of Covered Services.

3.2 Billing for Covered Services. The Behavioral Health Services Entity shall submit a Claim to the County or its third party administrator and, in the event the Claim is consistent with the compensation terms under EXHIBIT A, the County or its third party administrator shall pay the Behavioral Health Services Entity for Covered Services rendered to Members in accordance with the terms of this Agreement. The Behavioral Health Services Entity shall arrange for all Claims for Covered Services to be submitted to the County or its third party administrator within one hundred and eighty (180) days from the date of service. If additional information is required or needed by the

County or its third party administrator to evaluate or validate the original Claim submitted by the Behavioral Health Services Entity for payment, the Behavioral Health Services Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim. The Behavioral Health Services Entity shall submit such claims on a billing form CMS-1500 or on any other form that the County directs the Behavioral Health Services Entity, in writing, to utilize. If the Behavioral Health Services Entity does not submit a Claim to the County or its third party administrator in a timely manner, the County or its third party administrator may, at its discretion, deny payment.

3.3 Co-payments to be Collected from Members. When the Plan requires Members to make Co-payments, such Co-payments shall be collected from the Member at the time the service is rendered by the Behavioral Health Services Entity or one of its Qualified Providers. The County shall inform or educate Members that Members must make a Co-payment at the time the service is rendered and that this practice is mandatory for all Members. At no time shall the Behavioral Health Services Entity bill a Member for any balance remaining in relation to a bill after the Total Compensation has been applied to the same.

3.4 Promptness of Payment. The County or its third party administrator shall remit to the Behavioral Health Services Entity the County's portion of the Total Compensation, as specified in EXHIBIT A, within forty-five (45) days of receipt of a Claim by the Behavioral Health Services Entity. This Claim shall be sufficient in detail so that the County or its third party administrator is able to reasonably determine the amount to be paid. If additional information is required or needed by the County or its third party administrator to evaluate or validate the original Claim submitted by the Behavioral Health Services Entity for payment, the Behavioral Health Services Entity will have an additional ninety (90) days from the date of the initial claim denial to resubmit a corrected claim.

The County or its third party administrator shall affirm and pay any valid claims within forty-five (45) days of receipt of such additional information. All payments to the Behavioral Health Services Entity shall be considered final unless adjustments are requested, in writing to the County or its third party administrator by the Behavioral Health Services Entity within ninety (90) days following receipt of the payment explanation from the Payer.

If payment has been made to the Behavioral Health Services Entity by the County or its third party administrator for a non-covered service, the Behavioral Health Services Entity shall promptly refund such payment provided written notice of payment for such non-covered service has been made by the County within ninety (90) days of receipt of the Behavioral Health Services Entity's Claim.

For purpose of payment, "prompt payment" may be defined as "within ninety (90) days." The Behavioral Health Services Entity agrees that it shall not bill and collect any amount pursuant to this Agreement for charges incurred by Members to the extent that such charges result from an error made by the Behavioral Health Services Entity. An error shall include, but not be limited to, duplicate billing for a Covered Service provided only once and any services which were not actually rendered. If the County or its third party administrator concludes that such an erroneous billing or collection has been made, the County or its third party administrator shall notify the Behavioral Health Services Entity of the error. Upon receipt of this notification, the Behavioral Health Services Entity shall promptly withdraw the billing or that part which is in error or reimburse the County or its third party administrator for such amounts already paid to the Behavioral Health Services Entity pursuant to the erroneous billing.

3.5 Payer of Last Resort. Under no circumstances shall Behavioral Health Services Entity bill the Plan or the Plan pay any Member bill until and unless all other sources of other Member coverage have been billed and payment has been denied by the same. Should a Plan member be determined to have other coverage for services provided by Behavioral Health Services Entity under any other contractual or legal benefit, including, but not limited to, Medicaid, Medicare, or a private group or indemnification program, Behavioral Health Services Entity is expected to bill the said entity as the primary payer. If the Plan paid for services and other coverage is later discovered, the Behavioral Health Services Entity must reimburse the County or its third party administrator by recoup, refund or adjustments.

3.6 Sole Source of Payment. Only after other payer sources have been exhausted, Behavioral Health Services Entity will pursue payment of any Claim from the County or its third party administrator for Medically Necessary Covered Services of Members. Behavioral Health Services Entity shall make no charges or claims against the Plan Members for Covered Services except for Co-payments as previously authorized.

ARTICLE IV

BEHAVIORAL HEALTH SERVICES ENTITY'S OBLIGATION

4.1 Licensed/Good Standing. The Behavioral Health Services Entity represents that each of its Qualified Providers are and shall remain licensed and/or registered who possesses an unencumbered Florida license to practice medicine and, if such Behavioral Health Services Entity is an entity, such entity is registered and in good standing in the State of Florida. Failure to maintain licensure will be grounds for immediate termination of this Agreement under Section 8.2.

4.2 Nondiscrimination. The Behavioral Health Services Entity agrees that it and each of its Qualified Providers shall not differentiate or discriminate in its provision of Covered Services to Members because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status, disability or age. Further, the Behavioral Health Services Entity agrees that its Qualified Providers shall render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as such services are offered to patients not associated with the Plan and consistent with medical ethics and applicable legal requirements for providing continuity of care.

4.3 Standards. Covered Services provided by or arranged for by the Behavioral Health Services Entity shall be delivered only by professional personnel qualified by licensure, training or experience to discharge their responsibilities and operate their facilities in a manner that complies with generally accepted standards in the industry.

4.4 Credentialing of Qualified Providers. The Behavioral Health Services Entity acknowledges that the County may delegate to it, at the County's discretion, all credentialing responsibilities and authority with respect to Qualified Providers and/or other practitioners. This delegation will be accepted by the Behavioral Health Services Entity, if so directed by the County.

4.5 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, Florida Statutes, 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, Florida Statutes, "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), Florida Statutes, the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Florida Statutes, 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, Florida Statutes, 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.

4.6 Authority. The Behavioral Health Services Entity shall, and hereby does, represent and warrant that it has full legal power and authority to bind its Qualified Providers to the provisions of this Agreement. The Behavioral Health Services Entity shall communicate with its Qualified Providers regarding all matters relating to this Agreement and the services to be performed hereunder.

4.7 Administrative Procedures. The Behavioral Health Services Entity and each of its Qualified Providers shall comply with the policies and procedures established by the County and pursuant to the Plan, to the extent the Behavioral Health Services Entity has received notice of the same, consistent with the terms of this Agreement.

4.8 Use of Names for Marketing. The Behavioral Health Services Entity and each of its Qualified Providers shall permit the County to utilize the name, address, and telephone number of it or its Qualified Providers, in the County's list of Behavioral Health Services Entities, which will be distributed to Members. Such rights shall not extend to the listing of such Qualified Providers or Behavioral Health Services Entity in any newspaper, radio, or television advertising without receiving the prior written consent of said Behavioral Health Services Entity. Time is of the essence and approval will not be unreasonably withheld.

4.9 Noninterference with Outpatient Behavioral Health. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right of the County to intervene in any manner in the methods or means by which the Behavioral Health Services Entity renders Covered Services. Nothing herein shall be construed to require the Behavioral Health Services Entity to take any action inconsistent with professional judgment concerning the behavioral health care and treatment to be rendered to Members.

4.10 Best Efforts. The Behavioral Health Services Entity shall use best efforts to participate in such utilization review programs, medical necessity reviews, coordination of benefit activities, and cost containment activities, as are provided under the Plan.

4.11 Evaluation and Quality Management. The Behavioral Health Services Entity is expected to have its own quality management programs in place. These programs should include ongoing monitoring of quality of care, documentation, qualifications for professional staff and requirements for ongoing training of professional and support staff.

4.12 Health Insurance Portability and Accountability Act (HIPAA). The Behavioral Health Services Entity warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services ("HHS").

4.13 The Behavioral Health Services Entity agrees to safeguard information in accordance with all applicable legal requirements which may include without limitation relevant provisions of the following: 42 C.F.R. Chapter 1, Public Health Service, Department of Human Services, Subchapter A, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, Florida Statutes Chapters 394, Mental Health, and 397, Substance Abuse Services.

ARTICLE V

COUNTY'S OBLIGATIONS

5.1 Deemed Notification. The County shall notify the Behavioral Health Services Entity in writing of all policies, procedures, rules, regulations, and schedules, that the County considers material to the performance of this Agreement and relevant amendments. Except in the event of emergency, or unless the County directs otherwise in writing, thirty (30) days from the date of notification will be considered sufficient notice to effect a change in policy under the Plan.

5.2 Appeal of a Claim Denial. For denial of payment of Claims, the Behavioral Health Services Entity will have sixty (60) days from the date of the final denial of a Claim to submit an appeal of the denial. "Final denial" of a Claim will occur upon the completion of the ninety (90) day period that a Behavioral Health Services Entity is afforded to resubmit a corrected Claim, if no corrected Claim is provided in such 90-day time period or if the corrected Claim is subsequently denied and an additional ninety (90) day period has elapsed without further corrected Claim submitted by the Behavioral Health Services Entity. The appeals decision whether to uphold or overturn a Claim appeal will be

communicated to the Behavioral Health Services Entity within forty-five (45) days from the date the Behavioral Health Services Entity submitted the appeal using an Explanation of Payment form (“EOP”).

5.3 Provider Grievances. The County shall establish and maintain systems to process and resolve any grievance a Qualified Provider has against the County.

5.4 Health Insurance Portability and Accountability Act (HIPAA). The County warrants that it is in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the provisions of the Privacy and Security Rule adopted by the Department of Health and Human Services (“HHS”).

ARTICLE VI **INSURANCE**

6.1 Behavioral Health Services Entity Insurance. The Behavioral Health Services Entity shall require each Qualified Provider to maintain, at all times, in limits and amounts as required by Florida law, a professional liability insurance policy and other insurance or other liability bond as shall be necessary to insure such Qualified Provider against any claim for damages arising directly or indirectly in connection with the performance or nonperformance of any services furnished to Members by such Qualified Provider. In the event that the Behavioral Health Services Entity discovers that such insurance coverage is not maintained, the Behavioral Health Services Entity shall immediately, upon making such discovery, ensure that such Qualified Provider discontinues the delivery of Covered Services to Members until such insurance is obtained and notify the Plan in writing of the same. A Certificate of Insurance, reflecting the minimal insurance coverage shall be provided to the County prior to commencement of this Agreement.

ARTICLE VII **INDEMNIFICATION**

7.1 Indemnification. The Behavioral Health Services Entity shall indemnify and hold harmless the County, its agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney’s fees, costs and judgments of every kind and description to which the County, its agents, officers, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of the Behavioral Health Services Entity, or its Qualified Providers committed in connection with this Agreement, the Behavioral Health Services Entity’s performance hereof or any work performed hereunder. The Behavioral Health Services Entity shall indemnify and hold harmless the County, its agents, officers, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney’s fees, costs and judgments of every kind and description arising from, based upon or growing out of the violation of any Federal, State, County or City law, ordinance, rule or regulation by the Behavioral Health Services Entity, or its Qualified Providers.

ARTICLE VIII **TERM AND TERMINATION**

8.1 Term. This Agreement shall commence as of the Effective Date and shall thereafter continue through September 30, 2025 unless terminated sooner upon sixty (60) days’ prior written notice by either party to the other, or until terminated pursuant to this Article.

8.2 Termination for Cause. In the event either party shall fail to keep, observe or perform any covenant, term or provision of this Agreement applicable to such party, the other party shall give the defaulting party written notice that specifies the nature of said default. If the defaulting party fails to cure such default within thirty (30) days after receipt of such notice, the non-defaulting party may terminate this Agreement upon five (5) days’ written notice. It shall be grounds for immediate termination if the County loses its ability to underwrite or administer the Plan or if any Qualified Provider suffers a loss or suspension of medical license, a conviction of a felony, or a loss of credentials for stated quality reasons under the Plan.

8.3 Voluntary Termination. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, by either party upon written notice given at least sixty (60) days in advance of the effective date of termination.

8.4 Termination for Failure to Satisfy Financial Obligations. If either party or a Payer is (a) more than sixty (60) days behind in its financial obligations to its creditors, or (b) files in any court of competent jurisdiction: (1) a petition in bankruptcy, (2) a petition for protection against creditors, (c) has such a petition filed against it that is not discharged within ninety (90) days, or (d) files or makes an assignment for the benefit of creditors, this Agreement may be terminated by the other party in its entirety or with respect to the Payer upon five (5) days' written notice.

8.5 Termination of Scrutinized Companies: This Contract may be terminated at the option of the County if the Behavioral Health Services Entity is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, this Contract may be terminated at the option of County if the Behavioral Health Services Entity is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes; has 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.

8.6 Effect of Termination. This Agreement shall remain in full force and effect during the period between the date that notice of termination is given and the effective date of such termination. As of the date of termination of this Agreement, this Agreement shall be of no further force and effect, and each of the parties hereto shall be discharged from all rights, duties, and obligations under this Agreement, except that the County shall remain liable for Covered Services then being rendered by Qualified Providers to Members who retain eligibility under the applicable Plan or by operation of law until the episode of illness then being treated is completed and the obligation of the County to pay for Covered Services rendered pursuant to this Agreement is discharged. Payment for such services shall be made pursuant to the Total Compensation specified in EXHIBIT A.

ARTICLE IX **DISPUTE RESOLUTION**

9.1 Initial Mediation of Dispute. In the event of a dispute between the parties to this Agreement, the following procedure shall be used to resolve the dispute prior to either party pursuing other remedies:

- a. A meeting shall be held within seven (7) days at which all parties or party representatives will be present or represented by individuals (the "Initial Meeting").
- b. If, within thirty (30) days following the Initial Meeting, the parties have not resolved the dispute, the dispute shall be submitted to mediation directed by a mediator mutually agreeable to the parties and not regularly contracted or employed by either of the parties ("Mediation"). Each party shall bear its proportionate share of the costs of Mediation, including the mediator's fee.
- c. The parties agree to negotiate in good faith in the Initial Meeting and in Mediation.

9.2 Legal Remedies. If, after a period of sixty (60) days following commencement of Mediation, the parties are unable to resolve the dispute, either party may pursue all available legal and equitable remedies. Each party shall be responsible for its own attorneys' fees and costs, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

ARTICLE X **MISCELLANEOUS**

10.1 Nature of Behavioral Health Services Entity. In the performance of the work, duties and obligations of the Behavioral Health Services Entity under this Agreement, it is mutually understood and agreed that the Behavioral Health Services Entity and each of its Qualified Providers are at all times acting and performing as independent Behavioral Health Service Entities, practicing medicine or providing for the delivery of behavioral health services and under no circumstances shall the Behavioral Health Services Entity or any of its Qualified Providers be deemed employees of the County.

10.2 No Coercion for Labor or Services. Concurrently with its execution of this Agreement, Behavioral Health Services Entity has executed an affidavit (Exhibit C) which has been signed by an officer or representative of

Behavioral Health Services Entity under penalty of perjury attesting that Behavioral Health Services Entity does not use coercion for labor or services as those terms are defined in Florida Statutes, § 787.06, as that statute may be subsequently revised or amended. Failure to provide the required affidavit is a material default of this Agreement. Behavioral Health Services Entity shall provide the County the same type of affidavit upon any renewal or extension of the Agreement as required by Section 787.06.

10.3 Foreign Country of Concern Attestation. Concurrently with its execution of this Agreement, Behavioral Health Services Entity has executed an affidavit (Exhibit D) which has been signed by an officer or representative of Behavioral Health Services Entity under penalty of perjury attesting that Behavioral Health Services Entity does not meet any of the criteria stated in Florida Statutes, § 287.138(2), as that statute may be subsequently revised or amended. Receipt of the required affidavit is a condition precedent to this Agreement. Behavioral Health Services Entity shall provide the County the same type of affidavit upon any renewal or extension of the Agreement as required by Section 287.138.

10.4 Public Entity Crimes. Behavioral Health Services Entity certifies compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, as amended from time to time, which provides that a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Behavioral Health Service Entity, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." The Behavioral Health Services Entity acknowledges that this Agreement shall be void if they have violated the above-referenced statute. Additionally, the Behavioral Health Services Entity shall ensure compliance with the U.S. Department of Health Office of Inspector General Medicare/Medicaid fraud, waste, and abuse requirements.

10.5 Public Meetings and Records.

- a. The Behavioral Health Service Entity acknowledges the County's obligations 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 Agreement. The Behavioral Health Service Entity further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Behavioral Health Service Entity 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 in any manner limiting the generality of the foregoing, to the extent applicable, the Behavioral Health Service Entity acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - (1) keep and maintain public records required by the County to perform the services required under this Agreement;
 - (2) 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;
 - (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Behavioral Health Service Entity does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Behavioral Health Service Entity or keep and maintain public records required by the County to perform the service. If the Behavioral Health Service Entity transfers all public records to the County upon completion of this Agreement, the Behavioral Health Service Entity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Behavioral Health Service Entity keeps and maintains public records upon completion of this Agreement, the Behavioral Health Service Entity 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 THE BEHAVIORAL HEALTH SERVICE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BEHAVIORAL HEALTH SERVICE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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**

10.6 Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the parties except as may be specifically provided in this Agreement. However, at the request of either party, the other party shall execute such additional instruments and make such additional acts as may be reasonably requested in order to effectuate this Agreement. Additional instruments require agreement by both parties.

10.7 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable Federal laws and regulations, laws of the State of Florida and local ordinance. Venue will be in Polk County, Florida, or in the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

10.8 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. The County may not assign this Agreement without the Behavioral Health Services Entity's prior written consent except that the County may assign this Agreement to an entity related to the County by ownership or control or to any successor organization without the Behavioral Health Services Entity's prior written consent. The Behavioral Health Services Entity may not assign this Agreement without the County's prior written consent, except that the Behavioral Health Services Entity may assign this Agreement to an entity related to the Behavioral Health Services Entity by ownership or control or to any successor organization without the County's prior written consent.

10.9 Waiver. No waiver by either party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions.

10.10 Force Majeure. Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.

10.11 Time is of the Essence. Time is of the essence in this Agreement. The parties shall perform their obligations within the time specified.

10.12 Notice. Any notice, demand or communication required, permitted or desired to be given pursuant to this Agreement shall be deemed effectively given when personally delivered or sent by fax with copy sent by overnight courier, addressed as follows:

BEHAVIORAL HEALTH SERVICES ENTITY:

Lance Green, CPA, EVP/CFO
Lakeland Regional Health Systems, Inc. and
Lakeland Regional Medical Center, Inc.
d/b/a Lakeland Regional Health
1324 Lakeland Hills Boulevard
Lakeland, FL 33804-5448
Tel 863-687-1062

COUNTY:

Paula McGhee, Provider Services Manager
Health and Human Services Division
Polk HealthCare Plan
Polk County, Board of County Commissioners
2135 Marshall Edwards Drive
Bartow, FL 33830-6757
Tel 863-519-2003

or to such other address as such party has specified by notice in writing to the other party. Notice shall be deemed to have been duly given when: (a) received, if personally delivered; (b) the day after it is sent, if sent by recognized expedited delivery service; or (c) three (3) days after it is sent, if mailed, first class mail, postage prepaid.

10.13 Entire Agreement. This Agreement is the entire agreement between the parties, and it may not be modified or amended except by agreement in writing between the parties hereto.

10.14 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 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.

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the Effective Date.

BEHAVIORAL HEALTH SERVICES ENTITY
Lakeland Regional Health Systems, Inc. and
Lakeland Regional Medical Center, Inc.,
d/b/a Lakeland Regional Health

BY: Lance Green
Lance Green, CPA, EVP/CFO

DATE: 9-5-24

Samantha J. Smith
WITNESS

Debbie Robinson
WITNESS

POLK COUNTY, a political subdivision of the
State of Florida

BY: _____
W. C. Braswell, Chairman

DATE: _____

ATTEST: Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency:

County Attorney's Office

**EXHIBIT A
TOTAL COMPENSATION**

Behavioral Health Provider Services

I. Provider Reimbursement: The Plan shall compensate physicians for Covered Services in accordance with the Fee Schedule below. Plan Year is October 1st to September 30th for benefit and limit purposes.

Description of Service	POS	Procedure Code	Mod1	Mod2	Rate	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Bio-psychosocial evaluation, substance abuse	11	H0001	HN		\$87.00 per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial evaluation, substance abuse - Telehealth	11	H0001	HN	95	\$87.00 per assessment	
Bio-psychosocial Evaluation, mental health	11	H0031	HN		\$87.00 per assessment	One bio-psychosocial evaluation per recipient per plan year. A bio-psychosocial evaluation is not reimbursable on the same day for the same recipient as an in-depth assessment.
Bio-psychosocial Evaluation, mental health - Telehealth	11	H0031	HN	95	\$87.00 per assessment	
In-depth assessment, new patient, substance abuse	11	H0001	HO		\$137.50 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, substance abuse - Telemedicine	11	H0001	HO	95	\$137.50per assessment	
In-depth assessment, established patient, substance abuse	11	H0001	TS		\$125.00 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, substance abuse - Telemedicine	11	H0001	TS	95	\$125.00per assessment	
In-depth assessment, new patient, mental health	11	H0031	HO		\$137.50 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, new patient, mental health - Telemedicine	11	H0031	HO	95	\$137.50 per assessment	
In-depth assessment, established patient, mental health	11	H0031	TS		\$125.00 per assessment	One in-depth assessment per recipient per plan year. An in-depth assessment is not reimbursable on the same day for the same recipient as a bio-psychosocial evaluation. A bio-psychosocial evaluation is not reimbursable for the same recipient after an in-depth assessment has been completed unless there is a documented change in the recipient's status and additional information must be gathered to modify the recipient's treatment plan.
In-depth assessment, established patient, mental health - Telemedicine	11	H0031	TS	95	\$125.00 per assessment	

**EXHIBIT A
TOTAL COMPENSATION**

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Rate	Reimbursement and Service Limitations
Behavioral Health Assessment Services						
Limited functional assessment, substance abuse	11	H0001			\$16.50 per assessment	Maximum of three limited functional assessments per recipient per plan year.
Limited functional assessment, substance abuse - Telehealth	11	H0001	95		\$16.50 per assessment	
Limited functional assessment, mental health	11	H0031			\$16.50 per assessment	Maximum of three limited functional assessments per recipient per plan year.
Limited functional assessment, mental health - Telehealth	11	H0031	95		\$16.50 per assessment	
Treatment plan development, new and established patient, mental health	11	H0032			\$106.70 per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, mental health - Telehealth	11	H0032	95		\$106.70 per event	
Treatment plan development, new and established patient, substance abuse	11	T1007			\$106.70 per event	One treatment plan per provider per plan year. A maximum total of two treatment plans per recipient per plan year. The reimbursement date for treatment plan development is the day it is authorized by the treating practitioner.
Treatment plan development, new and established patient, substance abuse - Telehealth	11	T1007	95		\$106.70 per event	
Treatment plan review, mental health	11	H0032	TS		\$87.00 per event	A maximum of four treatment plan reviews per recipient per plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating
Treatment plan review, mental health - Telehealth	11	H0032	TS	95	\$87.00 per event	
Treatment plan review, substance abuse	11	T1007	TS		\$87.00 per event	A maximum of four treatment plan reviews per recipient plan year. The reimbursement date for a treatment plan review is the day it is authorized by the treating
Treatment plan review, substance abuse - Telehealth	11	T1007	TS	95	\$87.00 per event	
Psychiatric evaluation by a physician	11	H2000	HP		\$339.00 per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Psychiatric evaluation by physician - Telemedicine	11	H2000	HP	95	\$339.00 per evaluation	
Psychiatric evaluation by a non-physician	11	H2000	HO		\$165.00 per evaluation	Maximum of two psychiatric evaluations per recipient per plan year.
Psychiatric evaluation by a non-physician - Telemedicine	11	H2000	HO	95	\$165.00 per evaluation	
Brief behavioral health status exam	11	H2010	HO		\$14.66 per quarter hour	There is a maximum of 10 quarter-hour units annually (2.5 hours) per recipient per plan year. There is a maximum daily limit of two quarter-hour units. A brief behavioral assessment is not reimbursable on the same day that a psychiatric evaluation, bio-psychosocial assessment, or in-depth assessment has been completed by a qualified treating practitioner.

**EXHIBIT A
TOTAL COMPENSATION**

Behavioral Health Provider Services (cont.)

Description of Service	POS	Procedure Code	Mod1	Mod2	Rate	Reimbursement and Service Limitations
Behavioral Health Medication Management Services						
Medication management	11	T1015			\$85.00 per event	No limit.
Medication management-Telehealth	11	T1015	95		\$85.00 per event	
Alcohol and other drug screening specimen collection	11	H0048			\$25.00 per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Alcohol and/or drug screening (Oral)	11	H0049			\$25.00 per event	52 behavioral health - related medical services: alcohol and other drug screening specimen collections per recipient per plan year.
Behavioral Health Therapy Services						
Individual and family therapy	11	H2019	HR		\$21.75 per quarter hour	A maximum of 104 quarter-hour units (26 hours) of individual and family therapy services per recipient per plan year. There is a maximum daily limit of four quarter-hour units (1 hour).
Individual and family therapy - Telehealth	11	H2019	HR	95	\$21.75 per quarter hour	
Group therapy	11	H2019	HQ		\$21.75 per quarter hour	A maximum of 156 quarter-hour units (39 hours) of group therapy services per recipient per plan year.
Group therapy - Telehealth	11	H2019	HQ	95	\$21.75 per quarter hour	
Case Management						
Case Management, 15 min	11	T1016			\$17.00 per each 15 minutes	Each 15 minutes. No limits.
Case Management, 15 min - Telemedicine	11	T1016	95		\$17.00 per each 15 minutes	

II. The following co-pays apply to Plan Members.

The Behavioral Health Services Entity or the Behavioral Health Services Entity's Designee shall collect a co-pay from the Member for each office visit. The co-payment amount will not be deducted from the compensation reimbursed by the Plan as defined below.

**POLK HEALTHCARE PLAN
MEDICAL CARD**

Essential Care Choices Card
\$1.00 Office Visit


Chronic Care Choices Card
\$1.00 Office Visit

EXHIBIT B
INSTRUCTIONS FOR VERIFICATION OF ENROLLMENT

The following sources of enrollment verification shall be made when providing services to a Plan Member.

1. Each Member receives an identification card upon enrollment in the Plan. The card should always be presented to the Behavioral Health Services Entity when services are requested by Member and prior to receipt of services. The Behavioral Health Services Entity shall confirm eligibility by contacting the County or its third party administrator. It shall be the responsibility of the Behavioral Health Services Entity to confirm active enrollment prior to services being rendered.
2. If inpatient-admission certification is required for Member, the Behavioral Health Services Entity shall confirm admission certification approval, including contacting the County's representative or its third party administrator, when necessary.

Polk HealthCare Plan – Medical Card

 Indigent Health Care Division
Polk HealthCare Plan
Enrollment Card

Case #: _____ Worker Code: _____

Member Name: _____

Essential Care Choice

\$1 Primary Care / \$25 ER / Rx = \$1 Generic / \$5 Brand Name
OTHER COPAYS IDENTIFIED IN MEMBER SCHEDULE

Eligibility Period: _____ to _____

Primary Care Physician: _____

PCP Office Phone #: _____

NOTICE TO MEMBER:
Carry this card with you at all times. To be used with contracted providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferable and is only valid for the eligibility period listed on the front. *Do not alter or share this card with others as you will lose your governmental assistance provided by Polk County Indigent Health Care Tax. Member Eligibility*
Appointments & Inquiries: Call (863) 533-1111.


NOTICE TO PROVIDERS:
Only inpatient medical and surgery stays and certain outpatient services/procedures require prior authorization. **Providers Call:**

Paper Claim Submission
Meritain Health
PO Box 853921
Richardson, TX 75085-3921

AHH Pre-Certification
Fax: (844) 241-9075

Electronic Claim Submission
WebMD/Emdeon 41124
McKesson/Relay Health 1761

Polk HealthCare Plan – Medical Card

 Indigent Health Care Division
Polk HealthCare Plan
Enrollment Card

Case #: _____ Worker Code: _____
Member Name: _____
Chronic Care Choice
\$1 Primary Care / \$25 ER / Rx = \$0 Generic / \$3 Brand Name
OTHER COPAYS IDENTIFIED IN MEMBER SCHEDULE

Eligibility Period: _____ to _____
Primary Care Physician: _____
PCP Office Phone #: _____

NOTICE TO MEMBER:
Carry this card with you at all times. To be used with contracted providers of the Polk HealthCare Plan, within Polk County, Florida. It must be presented each time you require any medical service. This card is not transferable and is only valid for the eligibility period listed on the front. *Do not alter or share this card with others as you will lose your governmental assistance provided by Polk County Indigent Health Care Tax. Member Eligibility*
Appointments & Inquiries: Call (863) 533-1111.

NOTICE TO PROVIDERS:
Only inpatient medical and surgery stays and certain outpatient services/ procedures require prior authorization. **Providers Call:**

**Claims and Benefit
Information**
Ph: (888) 850-8222

Paper Claim Submission
Meritain Health
PO Box 853921
Richardson, TX 75085-3921

AHH Pre-Certification
Fax (844) 241-9075

Electronic Claim Submission
WebMD/Emdeon 41124
McKesson/Relay Health 1761

DISCLAIMER: THIS VERSION OF THE CARD IS EFFECTIVE BEGINNING 12/15/16 AND MAY BE SUBJECT TO CHANGE. PLEASE WATCH THE POLK HEALTHCARE PLAN WEBSITE.

EXHIBIT C
NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

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 Lance Green (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.

Lakeland Regional Health Systems, Inc.
NONGOVERNMENTAL ENTITY

Lance Green
SIGNATURE

Lance Green
PRINT NAME

EVP/CEO
TITLE

9/10/24
DATE

EXHIBIT D
FOREIGN COUNTRY OF CONCERN AFFIDAVIT
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Lakeland Regional Health Systems Inc (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

PRINTED NAME: Lance Green

TITLE: EUP/CFD

SIGNATURE: Lance Green

DATE: 9-10-24



Polk County
Board of County Commissioners

Agenda Item R.20.

10/1/2024

SUBJECT

Extension of MOU for Fleet Management with the City of Auburndale FY24/25 (one-time revenue and expense of \$698,999.52)

DESCRIPTION

Polk County Fleet Management has been providing fleet maintenance services to the City of Auburndale under an MOU since 2010. Fleet provides 2 Technician and a Supervisor to manage and complete the repairs to the Cities fleet of approx. 300 pieces.

Approval of this extension would continue to provide services for the period October 1, 2024 through September 30, 2025.

The FY24/25 budgeted revenue of \$698,999.52 is a 1.5% increase over FY23/24.

RECOMMENDATION

Request 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, 2024 through September 30, 2025, for a one-time revenue and expense of \$698,999.52

FISCAL IMPACT

\$698,999.52 is included in the Fleet Maintenance Fund for FY 24/25 which will be reimbursed by the City per the Memorandum of Understanding.

CONTACT INFORMATION

Name: Michael Chase

Title: Director

Division: Fleet Management

Phone: 863-534-5614

E-mail Address: 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: August 1, 2024

RE: EXTENSION OF MEMORANDUM OF UNDERSTANDING BETWEEN POLK COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF AUBURNDALE FOR FLEET MAINTENANCE SERVICES

VENDOR: Polk County Board of County Commissioners

As confirmation that The CITY OF AUBURNDALE 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 19, 2024.

The undersigned agrees to extend the above referenced MOU, for the period **October 1, 2024** through **September 30, 2025**, with the terms and conditions as set forth in the Memorandum of Understanding with a price adjustment of \$85/hour and parts plus 15% 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: _____
Chairman

Date

Attest: Stacy M. Butterfield, County Clerk

By: _____
Deputy Clerk

Date

CITY OF AUBURNDALE

By: Jeffrey E. Tillman
City Manager

Date: 09/05/2024

**VEHICLE MAINTENANCE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
POLK COUNTY, FLORIDA AND THE CITY OF AUBURNDALE**

This Memorandum of Understanding [MOU] is entered into between the Polk County Board of County Commissioners [BoCC] and the City of Auburndale, Florida [CA] 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 CA 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 CA Fire Services, when requested.
- Repair and/or maintenance of CA owned generators, when requested.
- Repairs to shop equipment owned by CA if the failed equipment was rendered inoperative due to PCFM.

City of Auburndale agrees to:

- Fully support and encourage the efforts of PCFM among CA 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.
- 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 CA'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 CA 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, CA will be charged at PCFM's actual cost plus fifteen (15) percent. If CA 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 CA 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. CA should actively participate in repair decisions where repair costs may exceed the vehicle/equipment's market or book value. CA 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 CA, the repairs costs related to that specific instance will be CA's responsibility and will be completed only with the prior approval of both the repair and the cost by the appropriate CA official.

Personnel:

Should CA 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:

CA 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 CA, CA will be billed for the difference. If the fixed expenses incurred by PCFM do not exceed the monthly maintenance fees assessed to CA, 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 CA, resulting in a credit, PCFM will retain 5% of the charges to be returned to CA. 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 CA 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 CA.
- The PCFM Director or his designate will meet periodically with CA 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 CA will remain in the shop facility.

Statement of Mutual Cooperation:

Both parties agree this MOU represents a partnership between the CA 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 CA 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 CA and agrees to work diligently to assure that missions are not compromised by a lack of vehicle availability. CA 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.

Chairman – Board of County Commissioners

Date: _____

Witness



City of Auburndale

Date: 9-5-2024



Witness

COA 2024-2025 FEES FOR MOU

Dpt ID	Dpt Name	Class	EQ ID	2025 fees
161000	CITY OF AUBURNDALE	0101	413	\$457.16
161000	CITY OF AUBURNDALE	0101	424	\$2,858.54
161000	CITY OF AUBURNDALE	0101	428	\$1,881.52
161000	CITY OF AUBURNDALE	0101	430	\$1,749.54
161000	CITY OF AUBURNDALE	0101	432	\$1,749.54
161000	CITY OF AUBURNDALE	0101	434	\$1,229.19
161000	CITY OF AUBURNDALE	0101	435	\$300.00
161000	CITY OF AUBURNDALE	0102	604	\$1,443.53
161000	CITY OF AUBURNDALE	0104	425	\$1,290.68
161000	CITY OF AUBURNDALE	0104	431	\$774.71
161000	CITY OF AUBURNDALE	0104	433	\$647.63
161000	CITY OF AUBURNDALE	0104	436	\$150.00
161000	CITY OF AUBURNDALE	0106	514	\$1,830.98
161000	CITY OF AUBURNDALE	0107	672	\$424.99
161000	CITY OF AUBURNDALE	0118	629	\$317.62
161000	CITY OF AUBURNDALE	0118	663	\$173.02
161000	CITY OF AUBURNDALE	0118	684	\$317.62
161000	CITY OF AUBURNDALE	0118	744	\$317.62
161000	CITY OF AUBURNDALE	0119	115	\$126.81
161000	CITY OF AUBURNDALE	0121	603	\$81.68
161000	CITY OF AUBURNDALE	0126	652	\$136.13
161000	CITY OF AUBURNDALE	0128	2990	\$75.00
161000	CITY OF AUBURNDALE	0133	147	\$157.63
161000	CITY OF AUBURNDALE	0133	313	\$157.63
161000	CITY OF AUBURNDALE	0133	391	\$77.90
161000	CITY OF AUBURNDALE	0133	392	\$77.90
161000	CITY OF AUBURNDALE	0133	429	\$157.63
161000	CITY OF AUBURNDALE	0133	557	\$157.63
161000	CITY OF AUBURNDALE	0133	576	\$157.63
161000	CITY OF AUBURNDALE	0133	718	\$157.63
161000	CITY OF AUBURNDALE	0133	730	\$157.63
161000	CITY OF AUBURNDALE	0133	731	\$157.63
161000	CITY OF AUBURNDALE	0133	732	\$157.63
161000	CITY OF AUBURNDALE	0133	1221	\$77.90
161000	CITY OF AUBURNDALE	0133	1502	\$157.63
161000	CITY OF AUBURNDALE	0133	2976	\$151.01
161000	CITY OF AUBURNDALE	0133	6046	\$77.90
161000	CITY OF AUBURNDALE	0134	110	\$211.85
161000	CITY OF AUBURNDALE	0134	137	\$100.00
161000	CITY OF AUBURNDALE	0134	142	\$75.00
161000	CITY OF AUBURNDALE	0134	415	\$83.82
161000	CITY OF AUBURNDALE	0134	502	\$103.95
161000	CITY OF AUBURNDALE	0134	506	\$100.00
161000	CITY OF AUBURNDALE	0134	659	\$103.95

COA 2024-2025 FEES FOR MOU

Dpt ID	Dpt Name	Class	EQ ID	2025 fees
161000	CITY OF AUBURNDALE	0134	671	\$75.00
161000	CITY OF AUBURNDALE	0134	678	\$75.00
161000	CITY OF AUBURNDALE	0134	687	\$75.00
161000	CITY OF AUBURNDALE	0134	689	\$75.00
161000	CITY OF AUBURNDALE	0134	705	\$100.00
161000	CITY OF AUBURNDALE	0134	725	\$75.00
161000	CITY OF AUBURNDALE	0134	753	\$75.00
161000	CITY OF AUBURNDALE	0134	760	\$83.82
161000	CITY OF AUBURNDALE	0134	761	\$100.00
161000	CITY OF AUBURNDALE	0134	762	\$100.00
161000	CITY OF AUBURNDALE	0134	767	\$75.00
161000	CITY OF AUBURNDALE	0134	808	\$103.95
161000	CITY OF AUBURNDALE	0134	818	\$83.82
161000	CITY OF AUBURNDALE	0134	827	\$103.95
161000	CITY OF AUBURNDALE	0134	1032	\$75.00
161000	CITY OF AUBURNDALE	0134	1033	\$75.00
161000	CITY OF AUBURNDALE	0134	1034	\$75.00
161000	CITY OF AUBURNDALE	0134	1035	\$75.00
161000	CITY OF AUBURNDALE	0134	1573	\$211.85
161000	CITY OF AUBURNDALE	0134	2010	\$75.00
161000	CITY OF AUBURNDALE	0134	2601	\$103.95
161000	CITY OF AUBURNDALE	0134	2606	\$211.85
161000	CITY OF AUBURNDALE	0134	2816	\$83.82
161000	CITY OF AUBURNDALE	0134	2961	\$100.00
161000	CITY OF AUBURNDALE	0134	2962	\$211.85
161000	CITY OF AUBURNDALE	0134	2987	\$75.00
161000	CITY OF AUBURNDALE	0135	213	\$203.98
161000	CITY OF AUBURNDALE	0135	281	\$78.21
161000	CITY OF AUBURNDALE	0136	382	\$94.90
161000	CITY OF AUBURNDALE	0136	383	\$94.90
161000	CITY OF AUBURNDALE	0136	397	\$94.90
161000	CITY OF AUBURNDALE	0136	1562	\$94.90
161000	CITY OF AUBURNDALE	0136	1906	\$94.90
161000	CITY OF AUBURNDALE	0137	606	\$316.63
161000	CITY OF AUBURNDALE	0137	677	\$137.51
161000	CITY OF AUBURNDALE	0137	702	\$316.63
161000	CITY OF AUBURNDALE	0137	755	\$377.17
161000	CITY OF AUBURNDALE	0137	764	\$137.51
161000	CITY OF AUBURNDALE	0138	206	\$362.67
161000	CITY OF AUBURNDALE	0138	208	\$362.67
161000	CITY OF AUBURNDALE	0138	616	\$376.18
161000	CITY OF AUBURNDALE	0138	3017	\$100.00
161000	CITY OF AUBURNDALE	0139	224	\$552.06
161000	CITY OF AUBURNDALE	0139	248	\$552.06

COA 2024-2025 FEES FOR MOU

Dpt ID	Dpt Name	Class	EQ ID	2025 fees
161000	CITY OF AUBURNDALE	0140	692	\$75.00
161000	CITY OF AUBURNDALE	0146	512	\$961.84
161000	CITY OF AUBURNDALE	0146	711	\$125.00
161000	CITY OF AUBURNDALE	0146	742	\$454.37
161000	CITY OF AUBURNDALE	0146	2627	\$542.32
161000	CITY OF AUBURNDALE	0204	244	\$235.05
161000	CITY OF AUBURNDALE	0204	246	\$235.05
161000	CITY OF AUBURNDALE	0204	322	\$454.34
161000	CITY OF AUBURNDALE	0204	353	\$454.34
161000	CITY OF AUBURNDALE	0204	354	\$454.34
161000	CITY OF AUBURNDALE	0204	359	\$454.34
161000	CITY OF AUBURNDALE	0204	360	\$235.05
161000	CITY OF AUBURNDALE	0204	361	\$235.05
161000	CITY OF AUBURNDALE	0204	362	\$235.05
161000	CITY OF AUBURNDALE	0204	363	\$235.05
161000	CITY OF AUBURNDALE	0204	366	\$235.05
161000	CITY OF AUBURNDALE	0204	367	\$235.05
161000	CITY OF AUBURNDALE	0204	370	\$323.41
161000	CITY OF AUBURNDALE	0204	371	\$323.41
161000	CITY OF AUBURNDALE	0204	372	\$323.41
161000	CITY OF AUBURNDALE	0204	373	\$323.41
161000	CITY OF AUBURNDALE	0204	375	\$249.54
161000	CITY OF AUBURNDALE	0204	376	\$249.54
161000	CITY OF AUBURNDALE	0204	377	\$249.54
161000	CITY OF AUBURNDALE	0204	378	\$249.54
161000	CITY OF AUBURNDALE	0204	379	\$249.54
161000	CITY OF AUBURNDALE	0204	380	\$249.54
161000	CITY OF AUBURNDALE	0204	381	\$249.54
161000	CITY OF AUBURNDALE	0204	385	\$194.47
161000	CITY OF AUBURNDALE	0204	386	\$194.47
161000	CITY OF AUBURNDALE	0204	387	\$194.47
161000	CITY OF AUBURNDALE	0204	388	\$194.47
161000	CITY OF AUBURNDALE	0204	393	\$95.64
161000	CITY OF AUBURNDALE	0204	394	\$95.64
161000	CITY OF AUBURNDALE	0204	395	\$95.64
161000	CITY OF AUBURNDALE	0204	396	\$95.64
161000	CITY OF AUBURNDALE	0204	398	\$95.64
161000	CITY OF AUBURNDALE	0210	1554	\$80.42
161000	CITY OF AUBURNDALE	0210	1557	\$80.42
161000	CITY OF AUBURNDALE	0210	3020	\$255.86
161000	CITY OF AUBURNDALE	0210	6026	\$255.86
161000	CITY OF AUBURNDALE	0211	1569	\$266.74
161000	CITY OF AUBURNDALE	0211	3006	\$99.63
161000	CITY OF AUBURNDALE	0211	3013	\$75.00

COA 2024-2025 FEES FOR MOU

Dpt ID	Dpt Name	Class	EQ ID	2025 fees
161000	CITY OF AUBURNDALE	0211	3021	\$75.00
161000	CITY OF AUBURNDALE	0213	389	\$95.63
161000	CITY OF AUBURNDALE	0213	390	\$95.63
161000	CITY OF AUBURNDALE	0213	3000	\$95.63
161000	CITY OF AUBURNDALE	0213	3001	\$95.63
161000	CITY OF AUBURNDALE	0213	3002	\$95.63
161000	CITY OF AUBURNDALE	0213	3003	\$95.63
161000	CITY OF AUBURNDALE	0213	3004	\$95.63
161000	CITY OF AUBURNDALE	0213	3007	\$80.00
161000	CITY OF AUBURNDALE	0213	3008	\$80.00
161000	CITY OF AUBURNDALE	0213	3009	\$80.00
161000	CITY OF AUBURNDALE	0213	3010	\$80.00
161000	CITY OF AUBURNDALE	0213	3011	\$80.00
161000	CITY OF AUBURNDALE	0213	3012	\$80.00
161000	CITY OF AUBURNDALE	0213	3018	\$80.00
161000	CITY OF AUBURNDALE	0213	3019	\$80.00
161000	CITY OF AUBURNDALE	0214	369	\$305.05
161000	CITY OF AUBURNDALE	0220	1567	\$172.50
161000	CITY OF AUBURNDALE	0222	1211	\$235.40
161000	CITY OF AUBURNDALE	0222	1216	\$88.19
161000	CITY OF AUBURNDALE	0245	107	\$188.12
161000	CITY OF AUBURNDALE	0245	117	\$162.22
161000	CITY OF AUBURNDALE	0245	129	\$75.85
161000	CITY OF AUBURNDALE	0245	145	\$75.00
161000	CITY OF AUBURNDALE	0245	146	\$75.00
161000	CITY OF AUBURNDALE	0245	541	\$75.00
161000	CITY OF AUBURNDALE	0245	1508	\$188.12
161000	CITY OF AUBURNDALE	0245	1516	\$188.12
161000	CITY OF AUBURNDALE	0245	1538	\$133.43
161000	CITY OF AUBURNDALE	0245	2020	\$75.85
161000	CITY OF AUBURNDALE	0245	2026	\$75.00
161000	CITY OF AUBURNDALE	0245	2624	\$75.85
161000	CITY OF AUBURNDALE	0245	2951	\$75.85
161000	CITY OF AUBURNDALE	0245	2970	\$75.85
161000	CITY OF AUBURNDALE	0245	2977	\$140.93
161000	CITY OF AUBURNDALE	0245	2981	\$75.85
161000	CITY OF AUBURNDALE	0245	2982	\$75.85
161000	CITY OF AUBURNDALE	0312	686	\$72.61
161000	CITY OF AUBURNDALE	0316	2969	\$76.23
161000	CITY OF AUBURNDALE	0400	104	\$318.02
161000	CITY OF AUBURNDALE	0400	108	\$170.49
161000	CITY OF AUBURNDALE	0400	112	\$75.00
161000	CITY OF AUBURNDALE	0400	125	\$192.15
161000	CITY OF AUBURNDALE	0400	138	\$196.16

COA 2024-2025 FEES FOR MOU

Dpt ID	Dpt Name	Class	EQ ID	2025 fees
161000	CITY OF AUBURNDALE	0400	139	\$242.91
161000	CITY OF AUBURNDALE	0400	639	\$170.49
161000	CITY OF AUBURNDALE	0400	667	\$196.16
161000	CITY OF AUBURNDALE	0400	679	\$170.49
161000	CITY OF AUBURNDALE	0400	688	\$75.00
161000	CITY OF AUBURNDALE	0400	1213	\$318.02
161000	CITY OF AUBURNDALE	0400	1220	\$242.91
161000	CITY OF AUBURNDALE	0400	1519	\$318.02
161000	CITY OF AUBURNDALE	0400	2018	\$318.02
161000	CITY OF AUBURNDALE	0400	2025	\$75.00
161000	CITY OF AUBURNDALE	0400	2609	\$196.16
161000	CITY OF AUBURNDALE	0400	2625	\$242.91
161000	CITY OF AUBURNDALE	0400	2941	\$318.02
161000	CITY OF AUBURNDALE	0400	2949	\$196.16
161000	CITY OF AUBURNDALE	0400	2966	\$242.91
161000	CITY OF AUBURNDALE	0400	2972	\$170.49
161000	CITY OF AUBURNDALE	0400	2973	\$170.49
161000	CITY OF AUBURNDALE	0400	2974	\$170.49
161000	CITY OF AUBURNDALE	0401	632	\$75.00
161000	CITY OF AUBURNDALE	0401	2623	\$109.47
161000	CITY OF AUBURNDALE	0401	2626	\$209.90
161000	CITY OF AUBURNDALE	0401	2629	\$84.47
161000	CITY OF AUBURNDALE	0404	2985	\$75.00
161000	CITY OF AUBURNDALE	0406	1932	\$108.91
161000	CITY OF AUBURNDALE	0412	2953	\$81.68
161000	CITY OF AUBURNDALE	0419	2984	\$54.45
161000	CITY OF AUBURNDALE	0500	141	\$93.20
161000	CITY OF AUBURNDALE	0500	670	\$369.55
161000	CITY OF AUBURNDALE	0500	726	\$367.40
161000	CITY OF AUBURNDALE	0500	768	\$150.00
161000	CITY OF AUBURNDALE	0500	2615	\$367.40
161000	CITY OF AUBURNDALE	0501	756	\$104.26
161000	CITY OF AUBURNDALE	0506	534	\$194.17
161000	CITY OF AUBURNDALE	0506	645	\$214.32
161000	CITY OF AUBURNDALE	0507	706	\$104.20
161000	CITY OF AUBURNDALE	0517	691	\$100.00
161000	CITY OF AUBURNDALE	0518	143	\$305.91
161000	CITY OF AUBURNDALE	0518	669	\$92.47
161000	CITY OF AUBURNDALE	0518	1525	\$305.91
161000	CITY OF AUBURNDALE	0518	2610	\$305.91
161000	CITY OF AUBURNDALE	0518	2975	\$269.47
161000	CITY OF AUBURNDALE	0518	2989	\$125.00
161000	CITY OF AUBURNDALE	0733	203	\$849.61
161000	CITY OF AUBURNDALE	0733	230	\$1,118.96

COA 2024-2025 FEES FOR MOU

Dpt ID	Dpt Name	Class	EQ ID	2025 fees
161000	CITY OF AUBURNDALE	0733	271	\$849.61
161000	CITY OF AUBURNDALE	0756	242	\$792.86
161000	CITY OF AUBURNDALE	0793	221	\$125.00
161000	CITY OF AUBURNDALE	0797	207	\$1,723.72
161000	CITY OF AUBURNDALE	0930	2903	\$105.97
161000	CITY OF AUBURNDALE	0930	2958	\$124.08
161000	CITY OF AUBURNDALE	0105	540	\$0.00
161000	CITY OF AUBURNDALE	0140	2607	\$0.00
161000	CITY OF AUBURNDALE	0204	305	\$0.00
161000	CITY OF AUBURNDALE	0210	6002	\$0.00
161000	CITY OF AUBURNDALE	0211	357	\$0.00
161000	CITY OF AUBURNDALE	0222	511	\$0.00
161000	CITY OF AUBURNDALE	0222	1579	\$0.00
161000	CITY OF AUBURNDALE	0222	2021	\$0.00
161000	CITY OF AUBURNDALE	0240	1401	\$0.00
161000	CITY OF AUBURNDALE	0241	37023	\$0.00
161000	CITY OF AUBURNDALE	0245	628	\$0.00
161000	CITY OF AUBURNDALE	0245	1903	\$0.00
161000	CITY OF AUBURNDALE	0245	2943	\$0.00
161000	CITY OF AUBURNDALE	0245	3005	\$0.00
161000	CITY OF AUBURNDALE	0245	37025	\$0.00
161000	CITY OF AUBURNDALE	0301	675	\$0.00
161000	CITY OF AUBURNDALE	0301	2212	\$0.00
161000	CITY OF AUBURNDALE	0312	223	\$0.00
161000	CITY OF AUBURNDALE	0312	661	\$0.00
161000	CITY OF AUBURNDALE	0312	724	\$0.00
161000	CITY OF AUBURNDALE	0312	766	\$0.00
161000	CITY OF AUBURNDALE	0312	1219	\$0.00
161000	CITY OF AUBURNDALE	0312	2019	\$0.00
161000	CITY OF AUBURNDALE	0400	1926	\$0.00
161000	CITY OF AUBURNDALE	0400	2631	\$0.00
161000	CITY OF AUBURNDALE	0400	2955	\$0.00
161000	CITY OF AUBURNDALE	0401	624	\$0.00
161000	CITY OF AUBURNDALE	0407	623	\$0.00
161000	CITY OF AUBURNDALE	0408	2917	\$0.00
161000	CITY OF AUBURNDALE	0408	2947	\$0.00
161000	CITY OF AUBURNDALE	0412	1914	\$0.00
161000	CITY OF AUBURNDALE	0412	2971	\$0.00
161000	CITY OF AUBURNDALE	0414	2940	\$0.00
161000	CITY OF AUBURNDALE	0420	2983	\$0.00
161000	CITY OF AUBURNDALE	0518	130	\$0.00
161000	CITY OF AUBURNDALE	0518	517	\$0.00
161000	CITY OF AUBURNDALE	0518	518	\$0.00
161000	CITY OF AUBURNDALE	0518	574	\$0.00

COA 2024-2025 FEES FOR MOU

Dpt ID	Dpt Name	Class	EQ ID	2025 fees
161000	CITY OF AUBURNDALE	0518	1560	\$0.00
161000	CITY OF AUBURNDALE	0520	543	\$0.00
161000	CITY OF AUBURNDALE	0520	608	\$0.00
161000	CITY OF AUBURNDALE	0733	225	\$0.00
161000	CITY OF AUBURNDALE	0918	111	\$0.00
161000	CITY OF AUBURNDALE	0918	2905	\$0.00
161000	CITY OF AUBURNDALE	0924	2964	\$0.00
161000	CITY OF AUBURNDALE	0924	2965	\$0.00
161000	CITY OF AUBURNDALE	0926	2632	\$0.00
161000	CITY OF AUBURNDALE	0933	910	\$0.00

Total Monthly Maintenance Fee Expense \$58,249.96

Total Annual Maintenance Fee Expense \$ 698,999.52

Vehicles not listed or with no monthly fee are repairable on a billable basis.



Polk County
Board of County Commissioners

Agenda Item R.21.

10/1/2024

SUBJECT

Extension of MOU for Fleet Management with the City of Lake Wales FY24/25 (one-time revenue and expense of \$366,355.44)

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, 2024 through September 30, 2025. Fleet provides one Technician and a Supervisor to manage and complete the repairs to the City's approximately 250 fleet related assets.

The FY24/25 budgeted revenue of \$366,355.44 is a 3% increase over FY23/24.

RECOMMENDATION

Request Board approve the vehicle maintenance MOU Extension between the County and the City of Lake Wales for the provision of fleet maintenance services to the City from October 1, 2024 through September 30, 2025, for a one-time revenue and expense of \$366,355.44

FISCAL IMPACT

\$366,355.44 is included in the Fleet Maintenance Fund for FY 24/25 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: August 1, 2024

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 19, 2024.

The undersigned agrees to extend the above referenced MOU, for the period October 1, 2024 through September 30, 2025, with the terms and conditions as set forth in the Memorandum of Understanding with a price adjustment of \$85/hour and parts plus 15% 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: 8/15/24

**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.

Chairman – Board of County Commissioners

Date: _____

Witness

City of Lake Wales

Date: _____

Witness

CLW 2024-2025 FEES FOR MOU

Department ID	Dept Name	Class	EQ #	2025 fees
181000	CITY OF LAKE WALES	0102	4110730	\$151.74
181000	CITY OF LAKE WALES	0104	4111308	\$140.47
181000	CITY OF LAKE WALES	0106	3620708	\$410.34
181000	CITY OF LAKE WALES	0107	4111316	\$83.74
181000	CITY OF LAKE WALES	0118	3620425	\$208.46
181000	CITY OF LAKE WALES	0118	4110412	\$208.46
181000	CITY OF LAKE WALES	0118	4110417	\$208.46
181000	CITY OF LAKE WALES	0123	4111305	\$139.56
181000	CITY OF LAKE WALES	0134	1920312	\$124.68
181000	CITY OF LAKE WALES	0134	2121340	\$189.53
181000	CITY OF LAKE WALES	0134	2140402	\$189.53
181000	CITY OF LAKE WALES	0134	2420305	\$145.87
181000	CITY OF LAKE WALES	0134	3610502	\$84.47
181000	CITY OF LAKE WALES	0134	3610503	\$84.47
181000	CITY OF LAKE WALES	0134	3610504	\$84.47
181000	CITY OF LAKE WALES	0134	3610505	\$84.47
181000	CITY OF LAKE WALES	0134	3620338	\$124.68
181000	CITY OF LAKE WALES	0134	4111303	\$84.47
181000	CITY OF LAKE WALES	0134	4111304	\$84.47
181000	CITY OF LAKE WALES	0134	5242001	\$84.47
181000	CITY OF LAKE WALES	0134	5242002	\$84.47
181000	CITY OF LAKE WALES	0134	5722001	\$84.47
181000	CITY OF LAKE WALES	0134	7211306	\$84.47
181000	CITY OF LAKE WALES	0134	7211308	\$84.47
181000	CITY OF LAKE WALES	0134	21113410	\$189.53
181000	CITY OF LAKE WALES	0134	21113412	\$189.53
181000	CITY OF LAKE WALES	0134	21113417	\$189.53
181000	CITY OF LAKE WALES	0135	2140469	\$74.82
181000	CITY OF LAKE WALES	0135	3610511	\$81.41
181000	CITY OF LAKE WALES	0135	3610517	\$74.82
181000	CITY OF LAKE WALES	0135	7211313	\$81.41
181000	CITY OF LAKE WALES	0136	2120341	\$254.52
181000	CITY OF LAKE WALES	0136	2140403	\$254.52
181000	CITY OF LAKE WALES	0136	3610510	\$76.41
181000	CITY OF LAKE WALES	0136	3610514	\$76.41
181000	CITY OF LAKE WALES	0136	3610515	\$76.41
181000	CITY OF LAKE WALES	0136	3620715	\$76.41
181000	CITY OF LAKE WALES	0136	3620716	\$76.41
181000	CITY OF LAKE WALES	0136	3910710	\$76.41
181000	CITY OF LAKE WALES	0136	3910714	\$76.41
181000	CITY OF LAKE WALES	0136	4111309	\$76.41
181000	CITY OF LAKE WALES	0136	4111315	\$76.41
181000	CITY OF LAKE WALES	0136	5192001	\$76.41
181000	CITY OF LAKE WALES	0136	5192002	\$76.41

CLW 2024-2025 FEES FOR MOU

Department ID	Dept Name	Class	EQ #	2025 fees
181000	CITY OF LAKE WALES	0136	5422005	\$76.41
181000	CITY OF LAKE WALES	0136	5722003	\$76.41
181000	CITY OF LAKE WALES	0136	7211320	\$76.41
181000	CITY OF LAKE WALES	0136	7211321	\$76.41
181000	CITY OF LAKE WALES	0136	7211322	\$76.41
181000	CITY OF LAKE WALES	0136	7211325	\$76.41
181000	CITY OF LAKE WALES	0136	7211326	\$76.41
181000	CITY OF LAKE WALES	0136	7211329	\$76.41
181000	CITY OF LAKE WALES	0137	3620334	\$156.73
181000	CITY OF LAKE WALES	0137	3620707	\$131.36
181000	CITY OF LAKE WALES	0138	3610333	\$167.67
181000	CITY OF LAKE WALES	0138	3610419	\$167.67
181000	CITY OF LAKE WALES	0138	3610422	\$167.67
181000	CITY OF LAKE WALES	0138	31103402	\$110.03
181000	CITY OF LAKE WALES	0139	1910401	\$168.07
181000	CITY OF LAKE WALES	0139	3620426	\$168.07
181000	CITY OF LAKE WALES	0139	4110418	\$168.07
181000	CITY OF LAKE WALES	0139	4111306	\$124.08
181000	CITY OF LAKE WALES	0140	3620339	\$176.67
181000	CITY OF LAKE WALES	0140	21113408	\$381.71
181000	CITY OF LAKE WALES	0140	21113409	\$381.71
181000	CITY OF LAKE WALES	0141	3610513	\$250.31
181000	CITY OF LAKE WALES	0141	3620712	\$250.31
181000	CITY OF LAKE WALES	0141	7211319	\$99.13
181000	CITY OF LAKE WALES	0204	2140411	\$263.87
181000	CITY OF LAKE WALES	0204	2140412	\$263.87
181000	CITY OF LAKE WALES	0204	2140415	\$263.87
181000	CITY OF LAKE WALES	0204	2140416	\$263.87
181000	CITY OF LAKE WALES	0204	2140417	\$263.87
181000	CITY OF LAKE WALES	0204	2140418	\$263.87
181000	CITY OF LAKE WALES	0204	2140420	\$263.87
181000	CITY OF LAKE WALES	0204	2140421	\$263.87
181000	CITY OF LAKE WALES	0204	2140427	\$263.87
181000	CITY OF LAKE WALES	0204	2140429	\$263.87
181000	CITY OF LAKE WALES	0204	2140430	\$263.87
181000	CITY OF LAKE WALES	0204	11102415	\$199.27
181000	CITY OF LAKE WALES	0205	2120223	\$98.53
181000	CITY OF LAKE WALES	0205	2140410	\$98.53
181000	CITY OF LAKE WALES	0210	2410310	\$74.44
181000	CITY OF LAKE WALES	0210	2410311	\$74.44
181000	CITY OF LAKE WALES	0210	3640312	\$74.44
181000	CITY OF LAKE WALES	0210	5396001	\$74.44
181000	CITY OF LAKE WALES	0210	5422004	\$74.44
181000	CITY OF LAKE WALES	0210	21122801	\$74.44

CLW 2024-2025 FEES FOR MOU

Department ID	Dept Name	Class	EQ #	2025 fees
181000	CITY OF LAKE WALES	0211	2140446	\$87.51
181000	CITY OF LAKE WALES	0211	5192003	\$87.51
181000	CITY OF LAKE WALES	0213	2140452	\$142.18
181000	CITY OF LAKE WALES	0213	2140453	\$142.18
181000	CITY OF LAKE WALES	0213	2140454	\$142.18
181000	CITY OF LAKE WALES	0213	2140455	\$142.18
181000	CITY OF LAKE WALES	0213	2140456	\$142.18
181000	CITY OF LAKE WALES	0213	2140457	\$142.18
181000	CITY OF LAKE WALES	0213	2140472	\$100.00
181000	CITY OF LAKE WALES	0213	2140473	\$100.00
181000	CITY OF LAKE WALES	0213	2140474	\$100.00
181000	CITY OF LAKE WALES	0213	2140475	\$100.00
181000	CITY OF LAKE WALES	0213	2140476	\$100.00
181000	CITY OF LAKE WALES	0213	2140477	\$100.00
181000	CITY OF LAKE WALES	0213	2140478	\$100.00
181000	CITY OF LAKE WALES	0213	2140479	\$100.00
181000	CITY OF LAKE WALES	0213	2140480	\$100.00
181000	CITY OF LAKE WALES	0213	2140481	\$100.00
181000	CITY OF LAKE WALES	0213	2140482	\$100.00
181000	CITY OF LAKE WALES	0213	2140483	\$100.00
181000	CITY OF LAKE WALES	0213	2140484	\$100.00
181000	CITY OF LAKE WALES	0214	2140422	\$140.93
181000	CITY OF LAKE WALES	0214	2140426	\$140.93
181000	CITY OF LAKE WALES	0214	2140431	\$140.93
181000	CITY OF LAKE WALES	0214	2140432	\$140.93
181000	CITY OF LAKE WALES	0214	2140433	\$140.93
181000	CITY OF LAKE WALES	0214	2140434	\$140.93
181000	CITY OF LAKE WALES	0214	2140435	\$140.93
181000	CITY OF LAKE WALES	0214	2140438	\$140.93
181000	CITY OF LAKE WALES	0214	2140439	\$140.93
181000	CITY OF LAKE WALES	0214	2140440	\$140.93
181000	CITY OF LAKE WALES	0214	2140441	\$140.93
181000	CITY OF LAKE WALES	0214	2140442	\$140.93
181000	CITY OF LAKE WALES	0214	2140443	\$140.93
181000	CITY OF LAKE WALES	0214	2140445	\$140.93
181000	CITY OF LAKE WALES	0214	2140448	\$140.93
181000	CITY OF LAKE WALES	0214	2140449	\$140.93
181000	CITY OF LAKE WALES	0214	2140450	\$140.93
181000	CITY OF LAKE WALES	0214	2140451	\$140.93
181000	CITY OF LAKE WALES	0214	2140458	\$89.11
181000	CITY OF LAKE WALES	0214	2140459	\$89.11
181000	CITY OF LAKE WALES	0214	2140460	\$89.11
181000	CITY OF LAKE WALES	0214	2140461	\$89.11
181000	CITY OF LAKE WALES	0214	2140462	\$89.11

CLW 2024-2025 FEES FOR MOU

Department ID	Dept Name	Class	EQ #	2025 fees
181000	CITY OF LAKE WALES	0214	2140463	\$89.11
181000	CITY OF LAKE WALES	0214	2140464	\$89.11
181000	CITY OF LAKE WALES	0214	2140466	\$89.11
181000	CITY OF LAKE WALES	0214	2140467	\$89.11
181000	CITY OF LAKE WALES	0214	2140468	\$89.11
181000	CITY OF LAKE WALES	0214	2140487	\$140.93
181000	CITY OF LAKE WALES	0214	2140488	\$140.93
181000	CITY OF LAKE WALES	0220	1930001	\$74.44
181000	CITY OF LAKE WALES	0220	1930002	\$74.44
181000	CITY OF LAKE WALES	0220	2140447	\$74.44
181000	CITY OF LAKE WALES	0221	3910706	\$74.44
181000	CITY OF LAKE WALES	0222	7211307	\$80.20
181000	CITY OF LAKE WALES	0222	7260401	\$179.05
181000	CITY OF LAKE WALES	0245	2120700	\$74.44
181000	CITY OF LAKE WALES	0245	2120737	\$74.44
181000	CITY OF LAKE WALES	0245	3620709	\$74.44
181000	CITY OF LAKE WALES	0245	3910709	\$74.44
181000	CITY OF LAKE WALES	0245	5422008	\$75.00
181000	CITY OF LAKE WALES	0245	7211315	\$75.00
181000	CITY OF LAKE WALES	0301	2120509	\$55.83
181000	CITY OF LAKE WALES	0301	2120701	\$55.83
181000	CITY OF LAKE WALES	0301	3620501	\$55.83
181000	CITY OF LAKE WALES	0301	4110500	\$55.83
181000	CITY OF LAKE WALES	0301	4111302	\$55.83
181000	CITY OF LAKE WALES	0301	7210503	\$55.83
181000	CITY OF LAKE WALES	0301	7210504	\$55.83
181000	CITY OF LAKE WALES	0301	7210505	\$55.83
181000	CITY OF LAKE WALES	0301	7210506	\$55.83
181000	CITY OF LAKE WALES	0301	7210507	\$55.83
181000	CITY OF LAKE WALES	0301	7211302	\$55.83
181000	CITY OF LAKE WALES	0303	3610509	\$74.44
181000	CITY OF LAKE WALES	0311	2120734	\$65.97
181000	CITY OF LAKE WALES	0311	2120735	\$65.97
181000	CITY OF LAKE WALES	0311	2120736	\$65.97
181000	CITY OF LAKE WALES	0312	4110501	\$55.83
181000	CITY OF LAKE WALES	0324	2120704	\$55.83
181000	CITY OF LAKE WALES	0400	3620739	\$96.12
181000	CITY OF LAKE WALES	0400	3910031	\$198.99
181000	CITY OF LAKE WALES	0400	3910703	\$147.61
181000	CITY OF LAKE WALES	0400	3910704	\$147.61
181000	CITY OF LAKE WALES	0400	3910708	\$147.61
181000	CITY OF LAKE WALES	0400	4110031	\$198.99
181000	CITY OF LAKE WALES	0400	4110109	\$147.61
181000	CITY OF LAKE WALES	0400	4111300	\$480.56

CLW 2024-2025 FEES FOR MOU

Department ID	Dept Name	Class	EQ #	2025 fees
181000	CITY OF LAKE WALES	0400	4111307	\$147.61
181000	CITY OF LAKE WALES	0400	4111312	\$147.61
181000	CITY OF LAKE WALES	0400	5422003	\$147.61
181000	CITY OF LAKE WALES	0400	7211300	\$480.56
181000	CITY OF LAKE WALES	0400	7211301	\$480.56
181000	CITY OF LAKE WALES	0400	7211311	\$147.61
181000	CITY OF LAKE WALES	0400	7211312	\$147.61
181000	CITY OF LAKE WALES	0400	7211327	\$147.61
181000	CITY OF LAKE WALES	0400	7211328	\$147.61
181000	CITY OF LAKE WALES	0400	7211332	\$147.61
181000	CITY OF LAKE WALES	0401	7211303	\$120.21
181000	CITY OF LAKE WALES	0401	7211305	\$264.36
181000	CITY OF LAKE WALES	0401	7211317	\$264.36
181000	CITY OF LAKE WALES	0407	3610735	\$90.87
181000	CITY OF LAKE WALES	0407	3620740	\$90.87
181000	CITY OF LAKE WALES	0407	4110032	\$213.22
181000	CITY OF LAKE WALES	0407	7210035	\$213.22
181000	CITY OF LAKE WALES	0500	3610732	\$446.35
181000	CITY OF LAKE WALES	0500	4111313	\$129.58
181000	CITY OF LAKE WALES	0500	60104201	\$380.43
181000	CITY OF LAKE WALES	0504	7210725	\$688.85
181000	CITY OF LAKE WALES	0504	7211314	\$422.03
181000	CITY OF LAKE WALES	0506	3610734	\$169.92
181000	CITY OF LAKE WALES	0506	3620726	\$202.72
181000	CITY OF LAKE WALES	0506	3620735	\$169.92
181000	CITY OF LAKE WALES	0518	3620711	\$120.09
181000	CITY OF LAKE WALES	0518	3910711	\$120.09
181000	CITY OF LAKE WALES	0518	4110030	\$203.94
181000	CITY OF LAKE WALES	0518	4111311	\$120.09
181000	CITY OF LAKE WALES	0518	5422006	\$120.09
181000	CITY OF LAKE WALES	0518	5722002	\$120.09
181000	CITY OF LAKE WALES	0518	7210102	\$203.94
181000	CITY OF LAKE WALES	0518	7210108	\$189.22
181000	CITY OF LAKE WALES	0518	7211316	\$120.09
181000	CITY OF LAKE WALES	0518	7211331	\$120.09
181000	CITY OF LAKE WALES	0520	3610512	\$55.83
181000	CITY OF LAKE WALES	0522	7210717	\$83.74
181000	CITY OF LAKE WALES	0527	4111317	\$175.00
181000	CITY OF LAKE WALES	0917	7210722	\$27.91
181000	CITY OF LAKE WALES	0928	3620727	\$55.83
181000	CITY OF LAKE WALES	0928	3620729	\$55.83
181000	CITY OF LAKE WALES	0928	3620736	\$55.83
181000	CITY OF LAKE WALES	0928	3620737	\$55.83
181000	CITY OF LAKE WALES	0102	4110400	\$0.00

CLW 2024-2025 FEES FOR MOU

Department ID	Dept Name	Class	EQ #	2025 fees
181000	CITY OF LAKE WALES	0106	3620424	\$0.00
181000	CITY OF LAKE WALES	0205	2200274	\$0.00
181000	CITY OF LAKE WALES	0220	2120304	\$0.00
181000	CITY OF LAKE WALES	0240	5530700	\$0.00
181000	CITY OF LAKE WALES	0241	2140470	\$0.00
181000	CITY OF LAKE WALES	0241	2140471	\$0.00
181000	CITY OF LAKE WALES	0241	3620719	\$0.00
181000	CITY OF LAKE WALES	0245	2200714	\$0.00
181000	CITY OF LAKE WALES	0301	2120508	\$0.00
181000	CITY OF LAKE WALES	0301	3610501	\$0.00
181000	CITY OF LAKE WALES	0301	3910500	\$0.00
181000	CITY OF LAKE WALES	0301	4110110	\$0.00
181000	CITY OF LAKE WALES	0301	4111314	\$0.00
181000	CITY OF LAKE WALES	0301	7211324	\$0.00
181000	CITY OF LAKE WALES	0312	2120501	\$0.00
181000	CITY OF LAKE WALES	0324	2120733	\$0.00
181000	CITY OF LAKE WALES	0324	4111318	\$0.00
181000	CITY OF LAKE WALES	0401	5422007	\$0.00
181000	CITY OF LAKE WALES	0401	7210017	\$0.00
181000	CITY OF LAKE WALES	0401	7211333	\$0.00
181000	CITY OF LAKE WALES	0401	7211334	\$0.00
181000	CITY OF LAKE WALES	0518	7211330	\$0.00
181000	CITY OF LAKE WALES	0931	7211318	\$0.00
181000	CITY OF LAKE WALES	KW0109	3620730	\$0.00
181000	CITY OF LAKE WALES	KW0109	3620731	\$0.00

Total Monthly Maintenance Fee Expense \$30,529.62

Total Annual Maintenance Fee Expense \$ 366,355.44

Vehicles not listed or with no monthly fee are repairable on a billable basis.



Polk County
Board of County Commissioners

Agenda Item R.22.

10/1/2024

SUBJECT

Approve Right-of-Way Agreement between Kaz J. Nycz, and Polk County in conjunction with the County Road 557 Project, Parcels 126 A, B and C and 721. (\$1,533,300 one-time expense)

DESCRIPTION

The County has a Community Investment Project to improve County Road 557 to a four-lane corridor from north of US Highway 17/92 in Lake Alfred, to south of the I-4 Interchange. To allow construction of the new roadway, the County will need to acquire additional right-of-way for the corridor from impacted property owners. The Board previously adopted a resolution authorizing negotiations and written offers to be made on this project.

Parcels 126A, 126B and 126C are all irregular shaped parcels containing approximately 185,874 square feet combined, which are needed for mainline right-of-way and a storm water retention pond for the project. The parent parcel is a vacant irregular shaped parcel, containing approximately 310-acres, located along the east side of County Road 557. The project will necessitate the reconstruction of a driveway connection to CR 557 and Parcel 721 is a temporary construction easement parcel, containing approximately 971 square feet, needed for the reconstruction and harmonization of said driveway. The County hired an independent appraiser to establish full compensation for the taking of Parcel Numbers 126A, 126B, 126C and 721 and the owner, Kaz J. Nycz, through his attorney, rejected the County's offer. Negotiations with the owner's attorney have resulted in a proposed settlement amount of \$1,300,000 for the purchase of the parcels along with attorney's fees and expert costs/fees in the amount of \$233,300 for a total settlement of \$1,533,300.

The County Attorney's Office and the Real Estate Services Director have reviewed the agreement and recommend approval. The alternative of acquiring these parcels through condemnation litigation would result in substantial cost to the County. Approving the Right-of-Way Agreement, authorizing the issuance of funds for the purchase, along with attorney fees and expert costs will allow the County to close the transaction and to take ownership of the parcels needed for the project.

RECOMMENDATION

Request Board approve the aforementioned Right-of-Way Agreement for Parcels 126A, 126B, 126C and 721 and authorize the issuance of funds in the amount of \$1,533,300 for the purchase, attorney's fees and costs as stated above payable to Gaylord Merlin Ludovici & Diaz P.A., Trust Account for disbursement.

FISCAL IMPACT

Funds are budgeted and available in Road and Drainage 5-year CIP in the Impact Fee Northeast Fund.

CONTACT INFORMATION

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

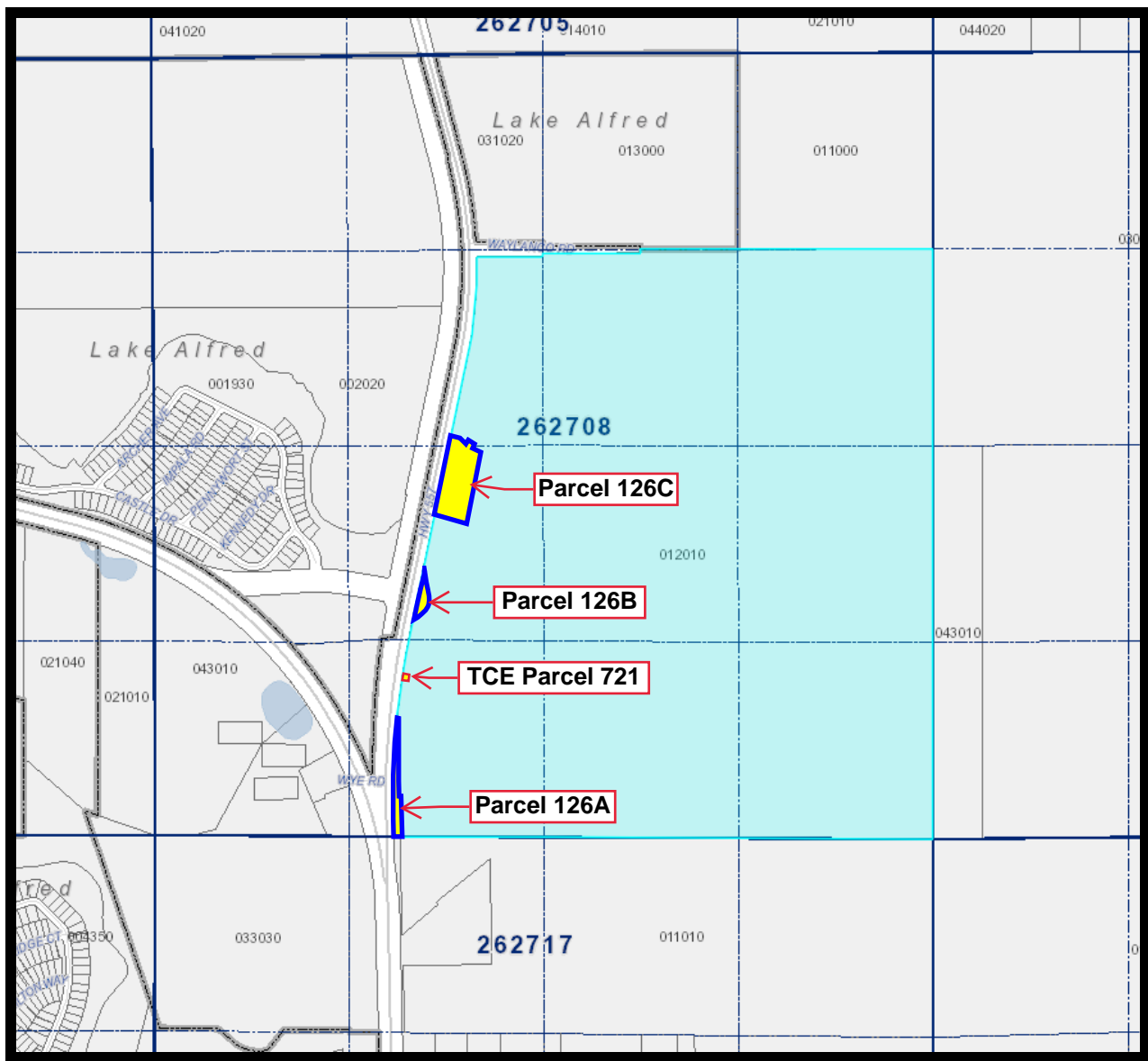


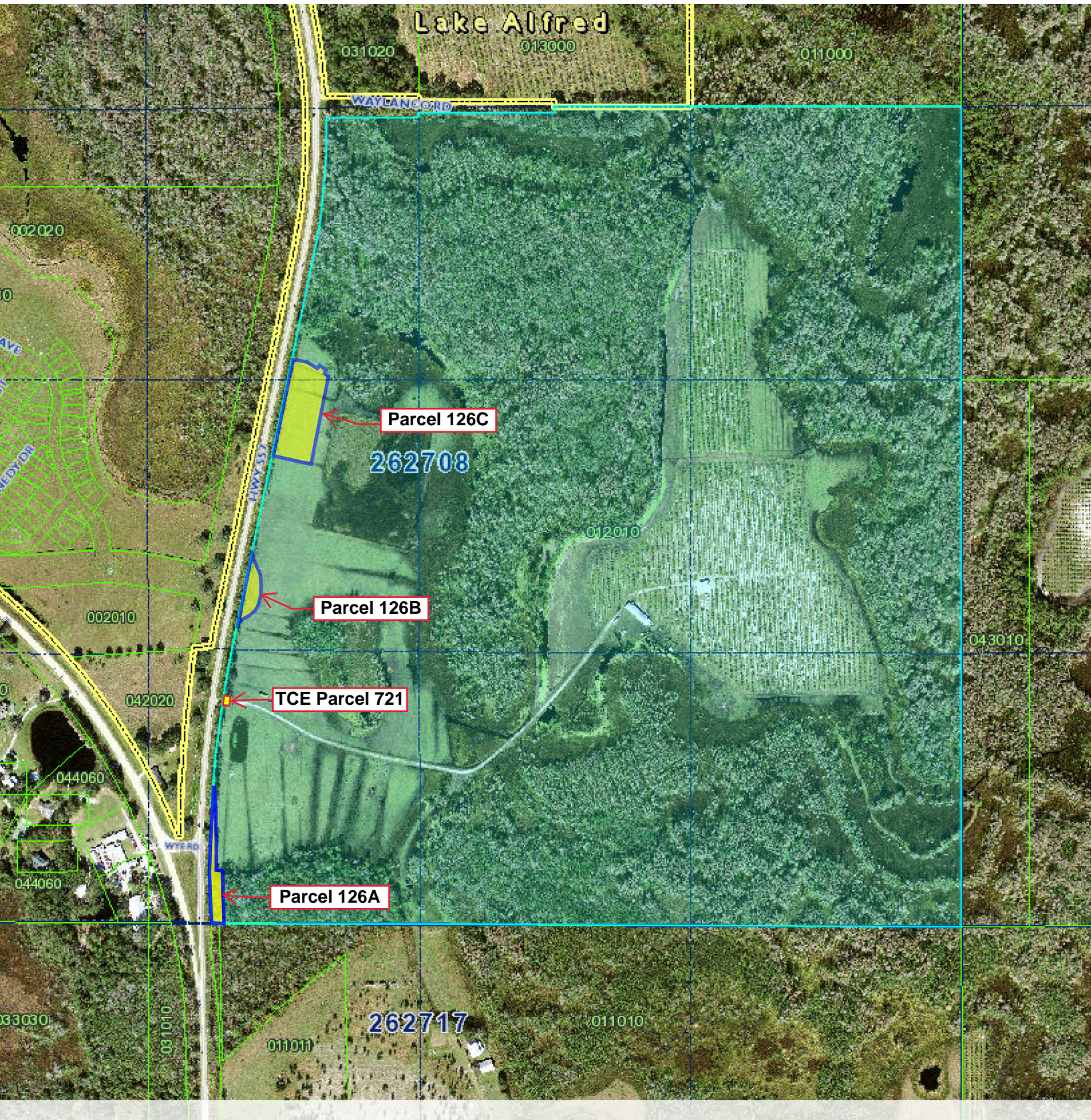
Subject Area

Section 8,
Township 27 South,
Range 26 East



SECTION 08, TOWNSHIP 27 SOUTH, RANGE 26 EAST







Board of County Commissioners

Project No.: 5400135
Project Name: County Road 557 Improvement Project
Parent Parcel I.D. No.: 262608-000000-012010
Project Parcel Nos.: 126A / 126B / 126C / 721

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT made and entered into this 3rd day of September, 2024, by and between **KAZ J. NYCZ**, whose mailing address is P.O. Box 2805, Winter Haven, Florida 33883-2805 (the "Owner"), and **POLK COUNTY**, a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, (the "County").

WITNESSETH

WHEREAS, the County requires the lands described as Parcel Numbers 126A, 126B, 126C and 721 as more particularly described in Exhibits "A-1", "A-2", "A-3" and "A-4", (the "Property"), as additional right-of-way and a temporary construction easement, for the construction and maintenance of an authorized road and associated drainage in conjunction with a road project known as County Road 557 Improvement Project, (the "Project"), and said Owner is required to furnish same for such purpose; and

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 unto the County a fee interest in Parcels 126A, 126B, and 126C, by Warranty Deed, free of liens and encumbrances, and grant a temporary easement interest in Parcel 721 by Temporary Construction Easement with a five-year duration, along with affected improvements for the amount of \$1,300,000 (One Million Three Hundred Thousand and 00/100).
- (b) County agrees to pay attorney's fees along with expert costs/fees in the amount of \$233,300 for a total settlement amount of \$1,533,300.
- (c) The County shall pay the total settlement amount of \$1,533,300 to the Gaylord Merlin Ludovici & Diaz P.A., Trust Account for disbursement at Closing. Any improvements or personal property located in the Property not removed within fourteen (14) days after purchase shall be considered abandoned by the Owner.

- (d) Owner shall be responsible for the payment of any and all, current and/or past due real property taxes, or pro-rations thereof, pro-rated to the date of closing, and assessments due on the date of closing, as well as any real estate fees and/or commissions on behalf of the Owner and any payment(s) due will be deducted at Closing from the Owner's proceeds. Owner shall also be responsible for the payment of any mortgage(s) or monetary judgments and/or liens, which attach to the Property and any payment(s) due will be deducted at closing from the Owner's proceeds. Any and all applicable deductions stated herein shall be disbursed from the Gaylord Merlin Ludovici & Diaz, P.A. Trust Account at the Closing.
- (e) County agrees to pay all closing costs associated with the transaction with the exception of the items described in Section (d) herein.
- (f) County agrees Owner or its successor, at its own cost, may connect a future two lane road to the new roundabout at approximate Station 1377 RT. Said roadway connection would be designed and constructed to meet the County's Land Development requirements and roadway plans shall be reviewed and approved by the County Engineer prior to construction.
- (g) County acknowledges that this conveyance of the Property for right-of-way is in lieu of, and under threat, of condemnation.
- (h) The Owner agrees and expressly acknowledges that the monies paid, and any other considerations given in accordance with this Agreement are 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 party hereto has caused these presents to be executed in their respective names, and on the date shown above.

PURCHASER:

POLK COUNTY, a political subdivision
of the State of Florida

By:  9/4/21
R. Wade Allen, Director
Real Estate Services

OWNER:


Kaz J. Nycz

Date approved by the BoCC:

Exhibit "A-1" - Sheet 1 of 2

Parcel Number: 126-A
Project Name: CR557 WIDENING
Tax Folio Number: 26270800000012010

Road Number: 763201
Project Number: CR55720-2

DESCRIPTION

A parcel of land being in the Southwest 1/4 of Section 8, Township 27 South, Range 26 East, being described as follows:

Commence at the Southwest corner of said Southwest 1/4; thence South 89°41'28" East, along the South line of said Southwest 1/4, a distance of 1,619.13 feet to the East right-of-way line of County Road 557, as shown on Florida Department of Transportation Right-of-Way Map Section 16834-2601 and the **Point of Beginning**; thence North 01°08'28" West, along said East right-of-way line, 150.37 feet to a point of curvature of a curve concave Easterly, having a radius of 5,679.58 feet, a central angle of 07°54'31", a chord bearing of North 02°48'47" East, and a chord distance of 783.33 feet; thence along the arc of said curve and said East right-of-way line, 783.95 feet to a point on a non-tangent curve concave Easterly, having a radius of 5,655.58 feet, a central angle of 05°29'53", a chord bearing of South 01°36'29" West, and a chord distance of 542.49 feet; thence along the arc of said curve, 542.70 feet; thence South 01°08'28" East, 97.72 feet; thence North 88°51'32" East, 6.00 feet; thence South 01°08'28" East, 293.11 feet to said South line of Southwest 1/4; thence North 89°41'28" West, along said South line, 34.01 feet to the **Point of Beginning**.

Containing 18,510 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

THIS IS NOT
A SURVEY

Curve Table

CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	5679.58'	7°54'31"	N 02°48'47" E	783.33'	783.95'
C2	5655.58'	5°29'53"	S 01°36'29" W	542.49'	542.70'

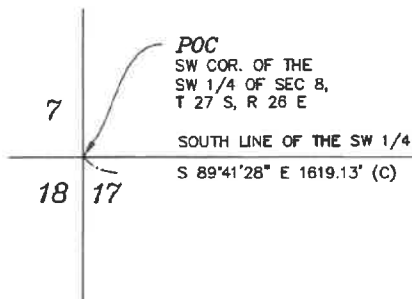
Line Table

LINE #	DIRECTION	LENGTH
L1	N 01°08'28" W	150.37'
L2	S 01°08'28" E	97.72'
L3	N 88°51'32" E	6.00'
L4	S 01°08'28" E	293.11'
L5	N 89°41'28" W	34.01'

LEGEND

(C) = CALCULATED
(P) = PLAT
COR = CORNER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG(S). = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP

— — — — — PARCEL LINE

SCALE
1" = 200 feetTAX FOLIO#
262708
000000
012010
(O.R.B. 9357 PG780)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.



Digitally signed
by Bryan
Zelenenki
Date: 2023.06.27
17:11:31 -04'00'

DATE
05/08/23

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

SEE SHEET 1 OF 2 FOR DESCRIPTION.

THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 8,
TOWNSHIP 27 SOUTH, RANGE 26
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:

BCZ

Checked by:

BCZ

Check Date:

05/24/23

Parcel Number:

128-A

PREPARED FOR:

REAL ESTATE SERVICES

File Name:

CR55720-2



Parcel Number: 126-B
 Project Name: CR557 WIDENING
 Tax Folio Number: 26270800000012010

Road Number: 763201
 Project Number: CR55720-2

DESCRIPTION

A parcel of land being in the Southwest 1/4 of Section 8, Township 27 South, Range 26 East, being described as follows:

Commence at the Southwest corner of said Southwest 1/4; thence South 89°41'28" East, along the South line of said Southwest 1/4, a distance of 1,619.13 feet to the East right-of-way line of County Road 557, as shown on Florida Department of Transportation Right-of-Way Map Section 16834-2601; thence North 01°08'28" West, along said East right-of-way line, 150.37 feet to a point of curvature of a curve concave Easterly, having a radius of 5,679.58 feet, a central angle of 13°00'00", a chord bearing of North 05°21'32" East, and a chord distance of 1,285.89 feet; thence along the arc of said curve and said East right-of-way line, 1,288.66 feet to the point of tangency; thence North 11°51'32" East, along said East right-of-way line, 124.85 feet to the **Point of Beginning**; thence continue North 11°51'32" East, along said East right-of-way line, 190.52 feet to a point on a non-tangent curve concave Easterly, having a radius of 460.48 feet, a central angle of 06°44'55", a chord bearing of South 06°40'23" East, and a chord distance of 54.21 feet; thence along the arc of said curve, 54.24 feet to a point on a non-tangent curve concave Westerly, having a radius of 137.50 feet, a central angle of 46°17'27", a chord bearing of South 13°24'53" West, and a chord distance of 108.09 feet; thence along the arc of said curve, 111.09 feet to the point of tangency; thence South 36°33'37" West, 34.20 feet to the **Point of Beginning**.

Containing 3,143 square feet, more or less.

SHEET 1 OF 3

FOR SKETCH SEE SHEETS 2 AND 3

REVISION	DATE	BY

**THIS IS NOT
A SURVEY**

LEGEND

- (C) = CALCULATED
- (P) = PLAT
- COR = CORNER
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- O.R.B. = OFFICIAL RECORDS BOOK
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- R = RANGE
- R/W = RIGHT-OF-WAY
- SEC = SECTION
- T = TOWNSHIP

— — — — — = PARCEL LINE

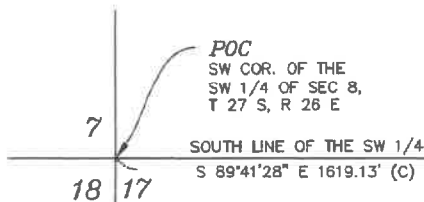
SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.



SCALE

1" = 300 feet



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by Bryan
Zelenenki
Date:
2023.06.27
17:12:10 -04'00'

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

DATE
05/08/23

SEE SHEET 3 FOR
SUBJECT PARCEL

R/W PER F.D.O.T. R/W MAP
SECTION 16834-2601

POB

N 11°51'32" E
124.85' (C)

TAX FOLIO#
262708
000000
012010
(O.R.B.9357 PG780)

COUNTY ROAD 55A

R/W PER F.D.O.T. R/W MAP
SECTION 1628 PROJECT 5537

R/W PER O.R.B.12604 PG1954

COUNTY ROAD 557

RADIUS = 5679.58 (C)
CENTRAL ANGLE = 13°00'00" (C)
CHORD DISTANCE = 1286.89 (C)
CHORD BEARING = N 05°21'32" E (C)
LENGTH = 1288.66 (C)

N 01°08'28" W
150.37' (C)

SEE SHEET 1 OF 3 FOR DESCRIPTION.

THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 8,
TOWNSHIP 27 SOUTH, RANGE 26
EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No. 2 of 3	Drawn by: BCZ	Checked by: BCZ	Check Date: 05/24/23
Parcel Number: 128-B	PREPARED FOR: REAL ESTATE SERVICES		File Name: CR55720-2



**THIS IS NOT
A SURVEY**

LEGEND

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 P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
 R = RANGE
 R/W = RIGHT-OF-WAY
 SEC = SECTION
 T = TOWNSHIP

— — — — — = PARCEL LINE



SCALE

1" = 50 feet

Line Table		
LINE #	DIRECTION	LENGTH
L1	N 11°51'32" E	190.52'
L2	S 36°33'37" W	34.20'

Curve Table					
CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	460.48'	6°44'55"	S 06°40'23" E	54.21'	54.24'
C2	137.50'	46°17'27"	S 13°24'53" W	108.09'	111.09'

COUNTY ROAD 57

R/W PER F.D.O.T. R/W MAP
SECTION 16834-2601

POB

TAX FOLIO#
 262708
 000000
 012010
 (O.R.B.9357 PG780)

SEE SHEET 1 OF 3 FOR DESCRIPTION.

THIS SKETCH IS
 NOT VALID
 WITHOUT THE
 SIGNATURE AND
 THE ORIGINAL
 SEAL OF A
 LICENSED
 SURVEYOR AND
 MAPPER.

DESCRIPTION SKETCH
 LOCATED IN SECTION 8,
 TOWNSHIP 27 SOUTH, RANGE 26
 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. 3 of 3 Drawn by: BCZ Checked by: BCZ Check Date: 05/24/23

Parcel Number: 128-B PREPARED FOR: REAL ESTATE SERVICES File Name: CR55720-2



Parcel Number: 126-C
 Project Name: CR557 WIDENING
 Tax Folio Number: 26270800000012010

Road Number: 763201
 Project Number: CR55720-2

DESCRIPTION

A parcel of land being in the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 27 South, Range 26 East, being described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 8; thence South 89°41'28" East, along the South line of said Southwest 1/4, a distance of 1,619.13 feet to the East right-of-way line of County Road 557, as shown on Florida Department of Transportation Right-of-Way Map Section 16834-2601; thence North 01°08'28" West, along said East right-of-way line, 150.37 feet to a point of curvature of a curve concave Easterly, having a radius of 5,679.58 feet, a central angle of 13°00'00", a chord bearing of North 05°21'32" East, and a chord distance of 1,285.89 feet; thence along the arc of said curve and said East right-of-way line, 1,288.66 feet to the point of tangency; thence North 11°51'32" East, along said East right-of-way line, 756.64 feet to the **Point of Beginning**; thence continue North 11°51'32" East, along said East right-of-way line, 682.00 feet; thence South 78°08'28" East, 90.07 feet; thence South 34°44'04" East, 60.29 feet; thence North 55°41'35" East, 32.35 feet; thence South 34°18'25" East, 96.40 feet; thence South 55°41'35" West, 31.63 feet; thence South 34°44'04" East, 70.32 feet; thence South 11°51'32" West, 526.00 feet; thence North 78°08'28" West, 255.00 feet to the **Point of Beginning**.

Containing 3.77 acres, more or less.

SHEET 1 OF 3

FOR SKETCH SEE SHEETS 2 AND 3

REVISION	DATE	BY

THIS IS NOT
A SURVEY



SCALE

1" = 300 feet

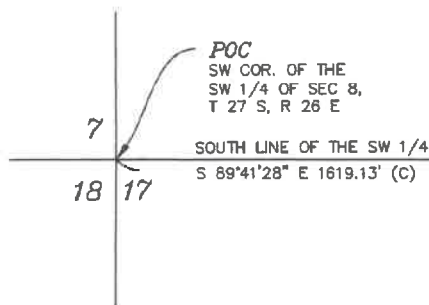
LEGEND

- (C) = CALCULATED
- (P) = PLAT
- COR = CORNER
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- O.R.B. = OFFICIAL RECORDS BOOK
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- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
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- T = TOWNSHIP

— — — — — = PARCEL LINE

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.



Digitally signed
by Bryan

Zelenenki

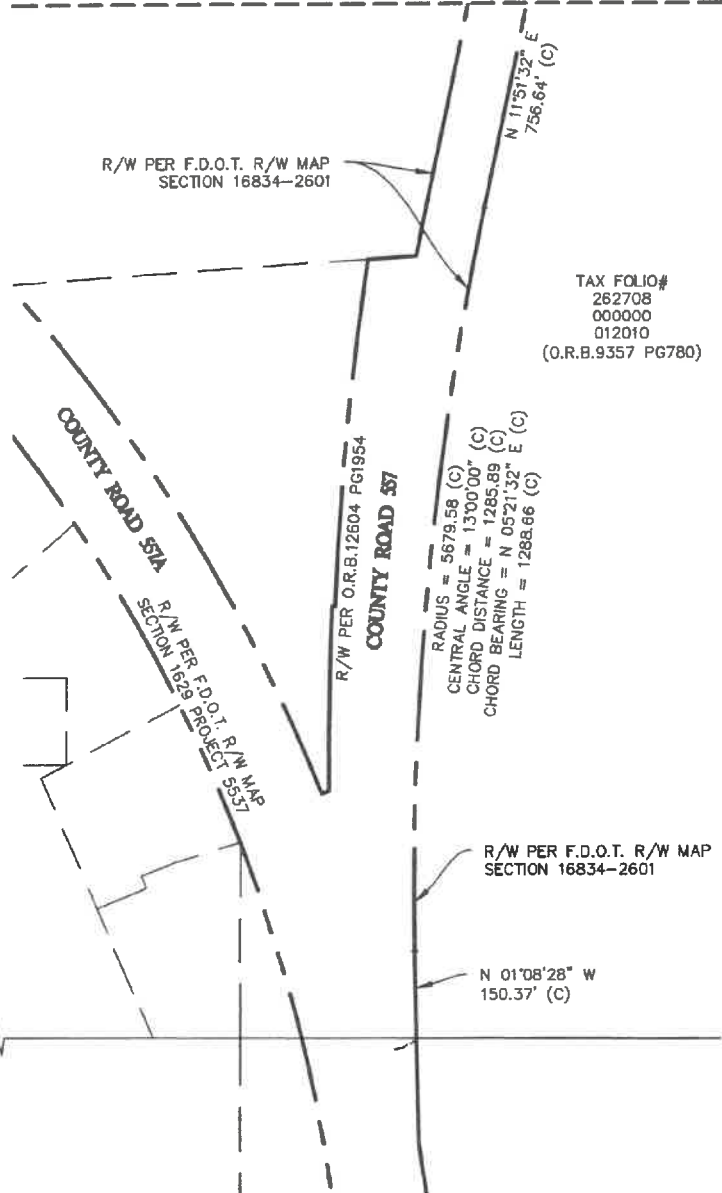
Date: 2023.06.27

17:12:52 -04'00'

DATE
05/08/23

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

MATCHLINE
(SEE SHEET 3)



TAX FOLIO#

262708

000000

012010

(O.R.B.9357 PG780)

SEE SHEET 1 OF 3 FOR DESCRIPTION.

THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 8,
TOWNSHIP 27 SOUTH, RANGE 26
EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

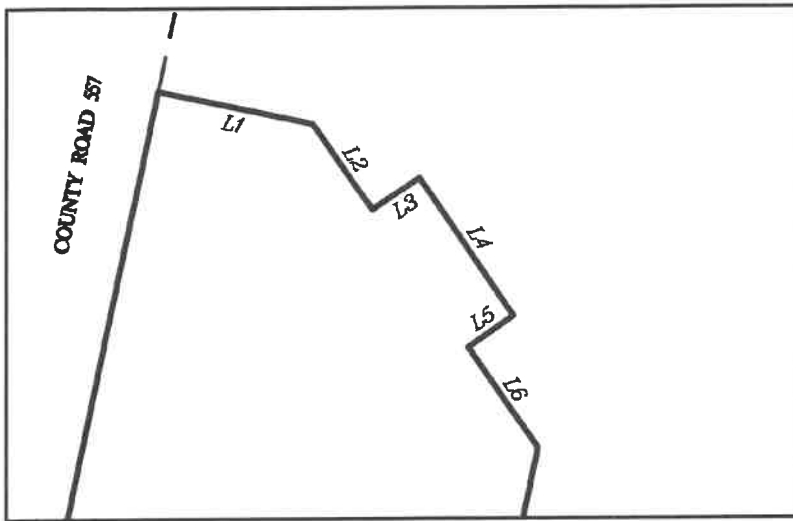
PHONE: (863) 535-2200

FAX: (863) 519-8117

Sheet No. 2 of 3	Drawn by: BCZ	Checked by: BCZ	Check Date: 05/24/23
Parcel Number: 126-C	PREPARED FOR: REAL ESTATE SERVICES		File Name: CR55720-2



*THIS IS NOT
A SURVEY*



*DETAIL
1"=100'*

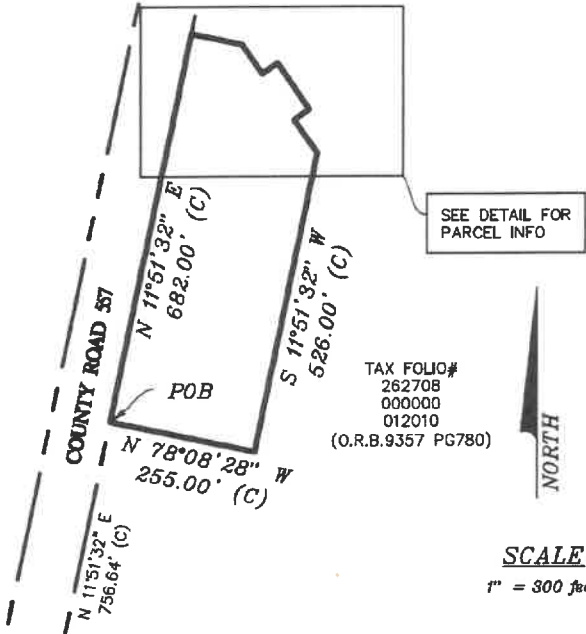
R/W PER F.D.O.T. R/W MAP
SECTION 16834-2601

Line Table		
LINE #	DIRECTION	LENGTH
L1	S 78°08'28" E	90.07'
L2	S 34°44'04" E	60.29'
L3	N 55°41'35" E	32.35'
L4	S 34°18'25" E	96.40'
L5	S 55°41'35" W	31.63'
L6	S 34°44'04" E	70.32'

LEGEND

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 (P) = PLAT
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 P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
 R = RANGE
 R/W = RIGHT-OF-WAY
 SEC = SECTION
 T = TOWNSHIP

— — — — — = PARCEL LINE



SEE DETAIL FOR
PARCEL INFO

TAX FOLIO#
262708
000000
012010
(O.R.B. 9357 PG780)

NORTH

SCALE
1" = 300 feet

MATCHLINE
(SEE SHEET 2)

SEE SHEET 1 OF 3 FOR DESCRIPTION.

THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 8,
TOWNSHIP 27 SOUTH, RANGE 26
EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No. 3 of 3	Drawn by: BCZ	Checked by: BCZ	Check Date: 05/24/23
Parcel Number: 128-C	PREPARED FOR: REAL ESTATE SERVICES		File Name: CR55720-2



Parcel Number: 721
 Project Name: CR557 WIDENING
 Tax Folio Number: 26270800000012010

Road Number: 763201
 Project Number: CR55720-2

DESCRIPTION

A parcel of land being in the Southwest 1/4 of Section 8, Township 27 South, Range 26 East, being described as follows:

Commence at the Southwest corner of said Southwest 1/4; thence South 89°41'28" East, along the South line of said Southwest 1/4, a distance of 1,619.13 feet to the East right-of-way line of County Road 557, as shown on Florida Department of Transportation Right-of-Way Map Section 16834-2601; thence North 01°08'28" West, along said East right-of-way line, 150.37 feet to a point of curvature of a curve concave Easterly, having a radius of 5,679.58 feet, a central angle of 09°15'29", a chord bearing of North 03°29'17" East, and a chord distance of 916.74 feet; thence along the arc of said curve and said East right-of-way line, 917.73 feet to a point of curvature of a curve concave Easterly, having a radius of 5,679.58 feet, a central angle of 00°20'35", a chord bearing of North 08°17'19" East, and a chord distance of 34.00 feet, said point being the **Point of Beginning**; thence along the arc of said curve and said East right-of-way line, 34.00 feet; thence South 81°44'07" East, 28.51 feet; thence South 08°12'23" West, 34.00 feet; thence North 81°44'07" West, 28.56 feet to the **Point of Beginning**.

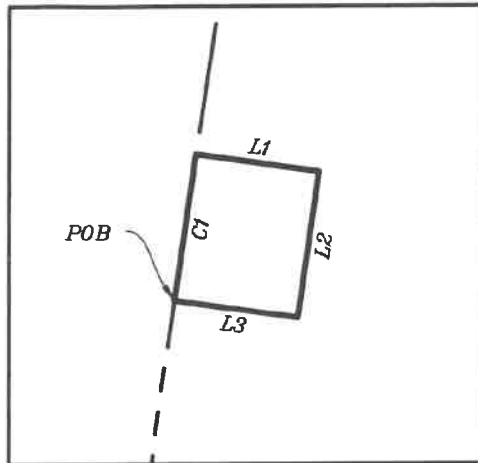
Containing 971 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

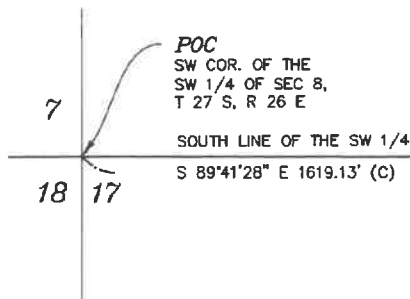
DETAIL
1"=40'



LEGEND

- (C) = CALCULATED
(P) = PLAT
COR = CORNER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
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P.B. = PLAT BOOK
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P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP

— — — — — = PARCEL LINE



THIS IS NOT
A SURVEY

SEE DETAIL FOR
SUBJECT PARCEL

NORTH

SCALE
1" = 200 feet

TAX FOLIO#
262708
000000
012010
(O.R.B.9357 PG780)

Line Table		
LINE #	DIRECTION	LENGTH
L1	S 81°44'07" E	28.51'
L2	S 08°12'23" W	34.00'
L3	N 81°44'07" W	28.56'

TAX FOLIO#
262717
000000
011010

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.



Digitally signed
by Bryan
Zelenenki
Date: 2023.06.28
07:30:13 -04'00'

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

DATE
05/08/23

Curve Table

CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	5679.58'	0°20'35"	N 08°17'19" E	34.00'	34.00'

SEE SHEET 1 OF 2 FOR DESCRIPTION.

THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 8,
TOWNSHIP 27 SOUTH, RANGE 26
EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No. 2 of 2	Drawn by: BCZ	Checked by: BCZ	Check Date: 05/24/23
Parcel Number: 721	PREPARED FOR: REAL ESTATE SERVICES		File Name: CR55720-2





Polk County
Board of County Commissioners

Agenda Item R.23.

10/1/2024

SUBJECT

Approve Right-of-Way Agreement between Patrick Henry Saussol and Rosemary Fox Saussol and Polk County in conjunction with the County Road 557 Project, Parcels 117 and 705. (\$425,384 one-time expense)

DESCRIPTION

The County has a Community Investment Project to improve County Road 557 to a four-lane corridor from north of US Highway 17/92 in Lake Alfred, to south of the I-4 Interchange. To allow construction of the new roadway, the County will need to acquire additional right-of-way and easements for the corridor from impacted property owners. The Board previously adopted a resolution authorizing negotiations and written offers to be made on this project.

Parcel 117 is a rectangular shaped fee parcel, containing approximately 2,360 square feet, needed for mainline right-of-way for the project. The parent parcel is a rectangular shaped parcel containing approximately 1.7-acres located along the west side of County Road 557 which is improved with a single-family residence. The project will necessitate the reconstruction of a residential driveway connection to CR 557 and Parcel 705 is a temporary construction easement parcel, containing approximately 837 square feet, needed for the reconstruction and harmonization of said driveway. The County hired an independent appraiser to establish full compensation for the taking of Parcels 117 and 705 and the owners, Patrick Henry Saussol and Rosemary Fox Saussol, his wife, through their attorney rejected the County's offer. Subsequent negotiations with the owner's attorney have resulted in a total settlement amount of \$425,384 for the purchase of the parcels, inclusive of all attorney's fees and expert's costs.

The County Attorney's Office and the Real Estate Services Director have reviewed the agreement and recommend approval. The alternative of acquiring these parcels through condemnation litigation would result in substantial cost to the County. Approving the Right-of-Way Agreement and authorizing the issuance of funds for the purchase, along with attorney fees and expert costs will allow the County to close the transaction and acquire the parcels needed for the project.

RECOMMENDATION

Request Board approve the aforementioned Right-of-Way Agreement for Parcels 117 and 705 and authorize the issuance of funds in the amount of \$425,384 for the above purchase along with attorney's fees and costs as stated above payable to Miller Troiano, P.A., Trust Account for disbursement.

FISCAL IMPACT

Funds are budgeted and available in Roads and Drainage 5-year CIP in the Impact Fee District "D" Fund.

CONTACT INFORMATION

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



SECTION 29, TOWNSHIP 27 SOUTH, RANGE 26 EAST



042010

262720

1221.02'

50'

024030

024030

RAW OR 3715

307.02'

100'

RAW OR
1283.72'

362.13'

Parcel 117

013010

Parcel 705

031080

660'

031070

031040

660'

031050

611.74'

031060

RAW OR
12984.1825'

031100

303.10'

262729

031030

RAW OR 13142.341'

545.25'

031031

615.01'

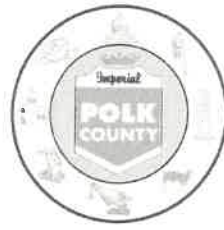
660'

519.7'

RAW OR
82.1133
PG 183

RAW OR
PG 183

405



Board of County Commissioners

Project No.: 5400135
Project Name: County Road 557 Improvement Project
Parent Parcel I.D. Nos.: 262729-000000-031050
Project Parcel #: 117 and 705

RIGHT-OF-WAY AGREEMENT

STATE OF FLORIDA COUNTY OF POLK

THIS AGREEMENT made and entered into this 9th day of SEPTEMBER, 2024, by and between **PATRICK HENRY SAUSSOL and ROSEMARY FOX SAUSSOL, his wife**, whose mailing address is 1130 State Road 557, Lake Alfred, Florida 33850-2526 ("Owners"), and **POLK COUNTY**, a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, the County requires the lands described as Parcel Numbers 117 and 705 as more particularly described in Exhibits "A-1" and "A-2" (the "Property"), as additional right-of-way and a temporary construction easement for the construction and maintenance of an authorized road known as County Road 557, (hereinafter the "Project"), and said Owners are required to furnish same for such purpose; and

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 unto the County a fee interest in Parcel 117, by Warranty Deed, free of liens and encumbrances, and grant a temporary construction easement interest in Parcel 705 by Temporary Construction Easement with an eight-year duration, along with affected improvements for the amount of \$385,000 (Three Hundred Eighty-Five Thousand Dollars).
- (b) County agrees to pay attorney's fees along with expert costs/fees in the amount of \$40,384 (Forty Thousand Three Hundred Eighty-Four Dollars) for a total settlement amount of \$425,384 (Four Hundred Twenty-Five Thousand Three Hundred Eighty-Four Dollars).
- (c) County shall pay the total settlement amount of \$425,384, upon simultaneous delivery of deed of conveyance from the Owners to the County (the "Closing"), which shall occur after the approval of this Agreement by the Board of County Commissioners. The County

payment of \$425,384 shall be made to the Miller Troiano, P.A., Trust Account, for disbursement. Any improvements or personal property not removed within fourteen (14) days after purchase of subject land shall be considered abandoned by the Owners.

- (d) Owners shall be responsible for the payment of any and all, current and/or past due real property taxes, or pro-rations thereof, pro-rated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from the Owners' proceeds. Owners shall also be responsible for the payment of any Mortgages, Judgments and/or Liens, if any, which attach to the Property and any payment(s) due will be deducted at closing from the Owners' proceeds. Any and all applicable deductions stated herein shall be disbursed from the Miller Troiano P.A., Trust Account at the Closing.
- (e) County agrees to construct a 12-foot-wide concrete driveway at approximate Station 1248 + 62 LT as shown on Exhibit "A-3" and Owners will make necessary improvements to complete interconnection to existing roadway.
- (f) County acknowledges that this conveyance of the Property for right-of-way is in lieu, and under threat, of condemnation.
- (g) The Owners agree and expressly acknowledges that the monies paid, and any other considerations given in accordance with this Agreement are 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 Owners.

[SIGNATURE PAGE FOLLOWS]

* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

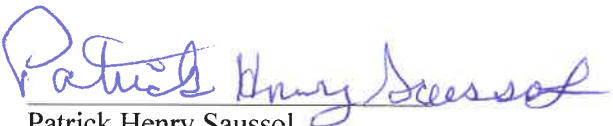
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

PURCHASER:
COUNTY OF POLK, POLK COUNTY, FL

By:  2/6/24
R. Wade Allen, Director
Real Estate Services
Its Agent

Date approved by the County:

OWNERS:


Patrick Henry Saussol



Rosemary Fox Saussol

Exhibit "A-1" Sheet 1 of 2

Parcel Number: 117
Project Name: CR557 WIDENING
Tax Folio Number: 262729000000031050

Road Number: 763201
Project Number: CR55720-2

DESCRIPTION

A parcel of land being in the Northwest 1/4 of Section 29, Township 27 South, Range 26 East, being described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 29; thence North 89°55'28" West, along the North line of said Northwest 1/4, a distance of 50.78 feet to the West right-of-way line of Buena Vista Drive (County Road 557), as shown on Florida Department of Transportation Right-of-Way Map Section 1629 Project 5537; thence South 00°00'18" West, along said West right-of-way line, 351.00 feet to the South line of a parcel as described in Official Records Book 7559, Page 1889, Public Records of Polk County, Florida and the **Point of Beginning**; thence North 89°55'28" West, along said South line, 20.00 feet; thence South 00°00'18" West, 118.00 feet to the North line of a parcel as described in Official Records Book 5183, Page 1520, Public Records of Polk County, Florida; thence South 89°55'28" East, along said North line, 20.00 feet to said West right-of-way line; thence North 00°00'18" East, along said West right-of-way line, 118.00 feet to the **Point of Beginning**.

Containing 2,360 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY

**THIS IS NOT
A SURVEY**



SCALE

1" = 100 feet

LEGEND

- (C) = CALCULATED
 (P) = PLAT
 COR = CORNER
 F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
 O.R.B. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK
 PG(S) = PAGE(S)
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
 R = RANGE
 R/W = RIGHT-OF-WAY
 SEC = SECTION
 T = TOWNSHIP

— — — — — = PARCEL LINE

Line Table		
LINE #	DIRECTION	LENGTH
L1	N 89°55'28" W	20.00'
L2	S 00°00'18" W	118.00'
L3	S 89°55'28" E	20.00'
L4	N 00°00'18" E	118.00'

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.



Digitally signed by
 Bryan Zelenenki
 Date: 2023.06.27
 17:03:21 -04'00'

BRYAN C. ZELENENKI, P.S.M.
 FLORIDA REGISTRATION #7140
 SURVEYING AND MAPPING SECTION

DATE
 04/12/23

R/W PER
 O.R.B.12506 PG1058
 POC
 NE COR OF THE
 NW 1/4 OF SEC 29
 T 27 S, R 26 E

NORTH LINE OF THE
 NW 1/4 OF SEC 29

N 89°55'28" W
 50.78' (C)

S 00°00'18" W
 351.00' (C)

R/W PER F.D.O.T. R/W MAP
 SECTION 1629 PROJECT 5537

R/W PER F.D.O.T. R/W MAP
 SECTION 1629 PROJECT 5537

CREEK ROAD

TAX FOLIO#
 262729
 000000
 031040
 (O.R.B.7559 PG1889)

SOUTH LINE OF PARCEL
 O.R.B.7559 PG1889

TAX FOLIO#
 262729
 000000
 031050
 (O.R.B.4314 PG2171)

SUBJECT TO: COVENANTS,
 CONDITIONS, AND RESTRICTIONS
 PER O.R.B.2739, PG15
 AND AMENDED O.R.B.2760, PG612

NORTH LINE OF PARCEL
 O.R.B.5183 PG1520

TAX FOLIO#
 262729
 000000
 031060
 (O.R.B.5183 PG1520)

POB

EAST LINE OF THE
 NW 1/4 OF SEC 29

BUENA VISTA DRIVE
 (COUNTY ROAD 557)

SEE SHEET 1 OF 2 FOR DESCRIPTION.

THIS SKETCH IS
 NOT VALID
 WITHOUT THE
 SIGNATURE AND
 THE ORIGINAL
 SEAL OF A
 LICENSED
 SURVEYOR AND
 MAPPER.

DESCRIPTION SKETCH
 LOCATED IN SECTION 29,
 TOWNSHIP 27 SOUTH, RANGE 26
 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
 WINTER HAVEN, FL 33880

PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No. 2 of 2	Drawn by: BCZ	Checked by: BCZ	Check Date: 05/24/23
Parcel Number: 117	PREPARED FOR: REAL ESTATE SERVICES		File Name: CR55720-2



Exhibit "A-2" Sheet 1 of 2

Parcel Number: 705
Project Name: CR557 WIDENING
Tax Folio Number: 26272900000031050

Road Number: 763201
Project Number: CR55720-2

DESCRIPTION

A parcel of land being in the Northwest 1/4 of Section 29, Township 27 South, Range 26 East, being described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 29; thence North 89°55'28" West, along the North line of said Northwest 1/4, a distance of 50.78 feet to the West right-of-way line of Buena Vista Drive (County Road 557), as shown on Florida Department of Transportation Right-of-Way Map Section 1629 Project 5537; thence South 00°00'18" West, along said West right-of-way line, 351.00 feet to the South line of a parcel as described in Official Records Book 7559, Page 1889, Public Records of Polk County, Florida; thence North 89°55'28" West, along said South line, 20.00 feet; thence South 00°00'18" West, 41.61 feet to the **Point of Beginning**; thence continue South 00°00'18" West, 36.00 feet; thence North 89°59'42" West, 23.25 feet; thence North 00°00'18" East, 36.00 feet; thence South 89°59'42" East, 23.25 feet to the **Point of Beginning**.

Containing 837 square feet, more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

REVISION	DATE	BY
1. ADDED "FEET" TO DISTANCE CALL	04/02/24	BCZ

**THIS IS NOT
A SURVEY**

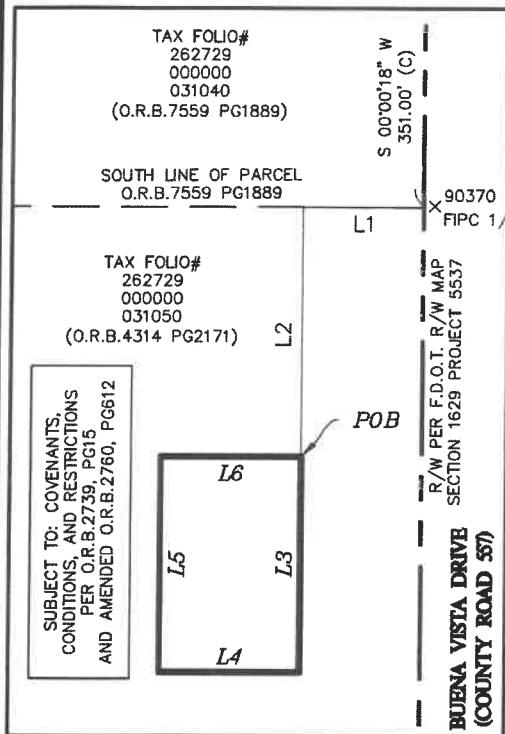
LEGEND

- (C) = CALCULATED
(P) = PLAT
COR = CORNER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG(S). = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP

— = PARCEL LINE

DETAIL

1" = 30'



R/W PER
O.R.B.12506 PG1058

POC
NE COR OF THE
NW 1/4 OF SEC 29
T 27 S, R 26 E

NORTH LINE OF THE
NW 1/4 OF SEC 29

Line Table		
LINE #	DIRECTION	LENGTH
L1	N 89°55'28" W	20.00'
L2	S 00°00'18" W	41.61'
L3	S 00°00'18" W	36.00'
L4	N 89°59'42" W	23.25'
L5	N 00°00'18" E	36.00'
L6	S 89°59'42" E	23.25'

TAX FOLIO#
262729
000000
031040
(O.R.B.7559 PG1889)

SOUTH LINE OF PARCEL
O.R.B.7559 PG1889

TAX FOLIO#
262729
000000
031050
(O.R.B.4314 PG2171)

SEE DETAIL FOR
SUBJECT PARCEL

CREEK ROAD

NORTH

SCALE
1" = 100 feet

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.



Digitally signed by
Bryan Zelenenki
Date: 2024.04.02
17:24:12 -04'00'

DATE
04/24/23

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

SEE SHEET 1 OF 2 FOR DESCRIPTION.

THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 29,
TOWNSHIP 27 SOUTH, RANGE 26
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: BCZ	Checked by: BCZ	Check Date: 05/24/23
Parcel Number: 705	PREPARED FOR: REAL ESTATE SERVICES		File Name: CR55720-2







Polk County
Board of County Commissioners

Agenda Item R.24.

10/1/2024

SUBJECT

Approve Right-of-Way Agreement between Jasmine Sarmiento, and Polk County in conjunction with the County Road 557 Project, Parcels 140,141 and 727. (\$275,000 one-time expense)

DESCRIPTION

The County has a Community Investment Project to improve County Road 557 to a four-lane corridor from north of US Highway 17/92 in Lake Alfred, to south of the I-4 Interchange. To allow construction of the new roadway, the County will need to acquire additional right-of-way for the corridor from impacted property owners. The Board previously adopted a resolution authorizing negotiations and written offers to be made on this project.

Parcel 140 is a partial take fee parcel, containing approximately 16,500 square feet, needed for mainline right-of-way and Parcel 141 is a whole take fee parcel, containing approximately 1-acre, needed for mainline right-of-way and as part of a storm water retention pond for the project. The parent parcels are contiguous, vacant, rectangular shaped parcels, containing a total of approximately 2-acres located along the west side of County Road 557. The project will necessitate the reconstruction of a residential driveway connection to CR 557 and Parcel 727 is a temporary construction easement parcel, containing approximately 450 square feet, needed for the construction and harmonization of said driveway. The County hired an independent appraiser to establish full compensation for the taking of Parcel Numbers 140, 141 and 727 and the owner, Jasmine Sarmiento, through her attorney, rejected the County's offer. Subsequent negotiations with the owner's attorney have resulted in a total settlement amount of \$275,000 for the purchase of the parcels inclusive of all attorney's fees and expert's costs.

The County Attorney's Office and the Real Estate Services Director have reviewed the agreement and recommend approval. The alternative of acquiring these parcels through condemnation litigation would result in substantial cost to the County. Approving the Right-of-Way Agreement, authorizing the issuance of funds for the purchase, along with attorney fees and expert costs, will allow the County to close the transaction and acquire the parcels needed for the project.

RECOMMENDATION

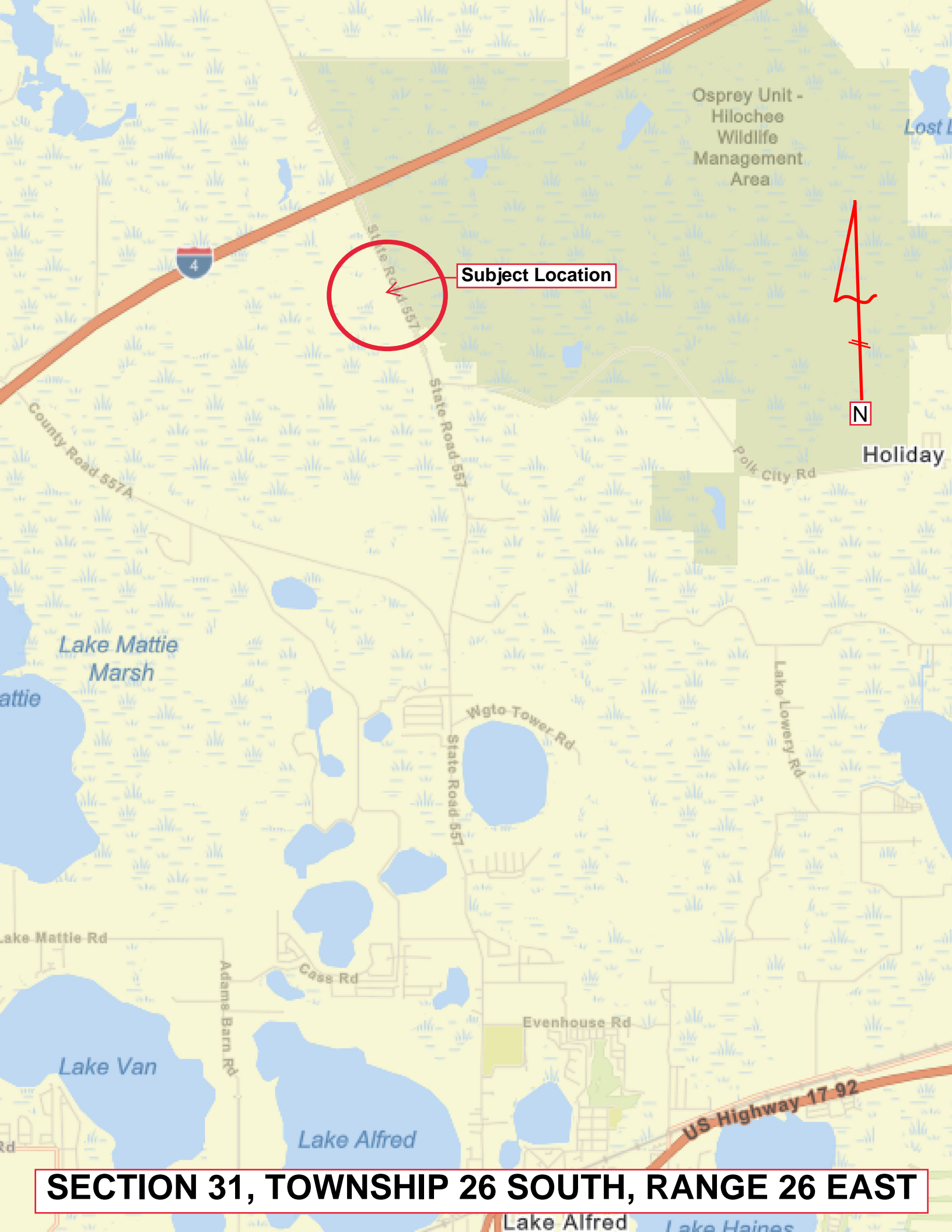
Request Board approve the aforementioned Right-of-Way Agreement for Parcels 140, 141 and 727 and authorize the issuance of funds in the amount of \$275,000 for the purchase of the parcels along with attorney's fees and costs as stated above payable to Miller Troiano, P.A., Trust Account for disbursement.

FISCAL IMPACT

Funds are budgeted and available in Roads and Drainage 5-year CIP in the Impact Fee District "D" Fund.

CONTACT INFORMATION

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



Osprey Unit -
Hilochee
Wildlife
Management
Area

Subject Location

N

Holiday

Lake Mattie
Marsh

Wgto Tower Rd

Lake Lowery Rd

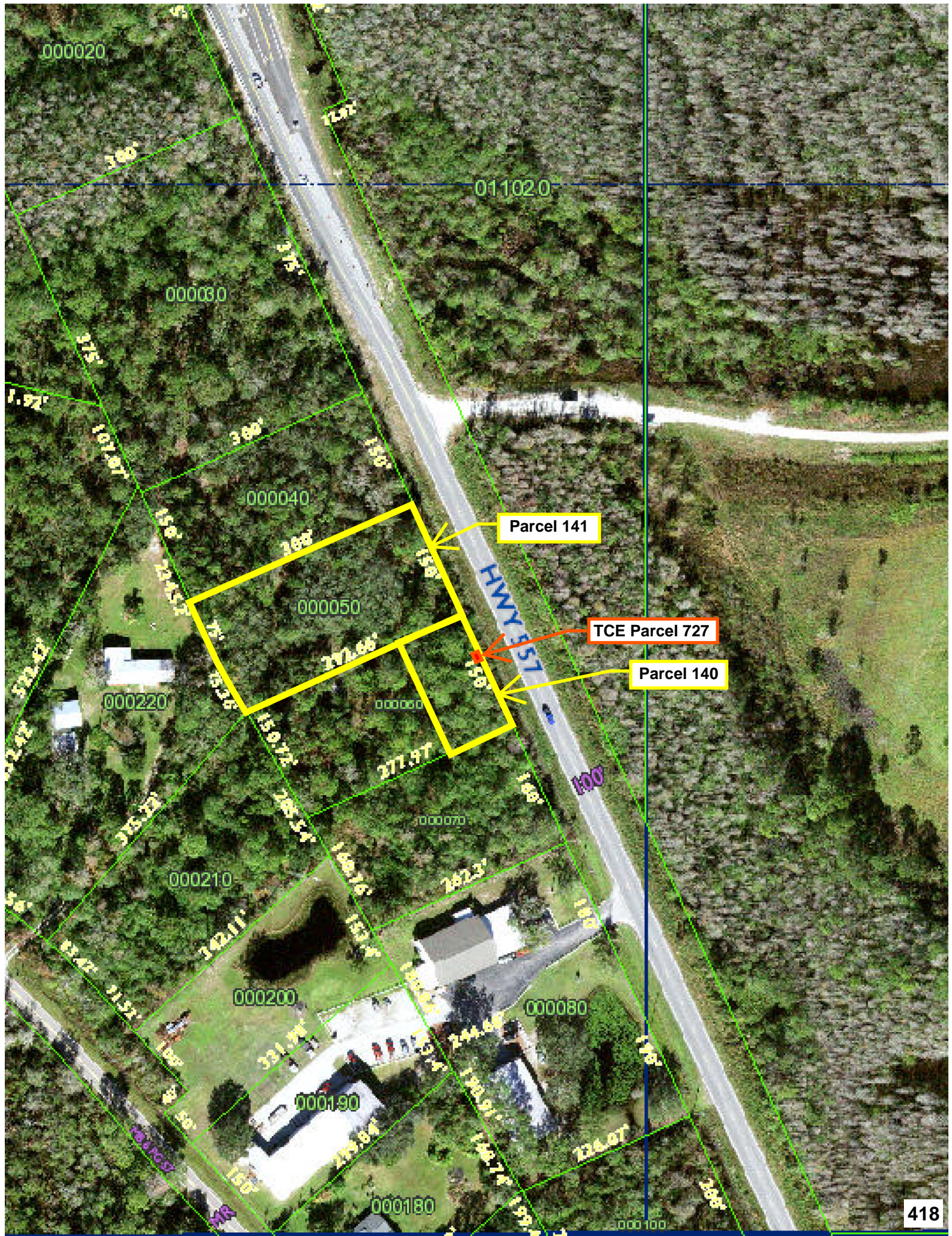
Lake Van

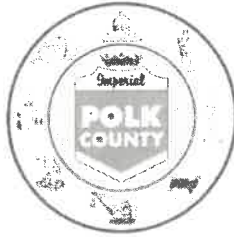
Lake Alfred

SECTION 31, TOWNSHIP 26 SOUTH, RANGE 26 EAST

Lake Alfred

Lake Haines





Board of County Commissioners

Project No.: 5400135
Project Name: County Road 557 Improvement Project
Parent Parcel I.D. Nos.: 262631-488580-000060 and 000050
Project Parcel #: 140 and 141

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT made and entered into this 28 day of August, 2024, by and between **JASMINE SARMIENTO**, a single woman, whose mailing address is 2768 Bush Street, San Francisco, California 94115-2928 ("Owner"), and **POLK COUNTY**, a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, the County requires the lands described as Parcel Numbers 140 and 141 as more particularly described in Attachment "A" (the "Property"), as additional right-of-way for the construction and maintenance of an authorized road known as County Road 557, (hereinafter the "Project"), and said Owner is required to furnish same for such purpose; and

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 unto the County a fee interest in Parcels 140 and 141, by Warranty Deed, free of liens and encumbrances, together with affected improvements for the amount of \$235,000 (Two Hundred Thirty-Five Thousand Dollars).
- (b) County agrees to pay attorney's fees along with expert costs/fees in the amount of \$40,000 (Forty Thousand Dollars) for a total settlement amount of \$275,000 (Two Hundred Seventy-Five Thousand Dollars).
- (c) County shall pay the total settlement amount of \$275,000.00, upon simultaneous delivery of deed of conveyance from the Owner to the County (the "Closing"), which shall occur after the approval of this Agreement by the Board of County Commissioners. The County payment of \$275,000.00 shall be made to the Miller Troiano, P.A., Trust Account, for disbursement. Any improvements or personal property not removed within fourteen (14) days after purchase of subject land shall be considered abandoned by the Owner.

- (d) The County agrees to construct a 12-foot-wide concrete driveway extended an additional 10-feet westerly, located at approximate Station 1477+70.00 Lt. as shown on Attachment "B" construction plan sheet. Owner agrees to convey a Temporary Construction Easement to the County to allow for the construction and harmonization of said driveway.
- (e) Owner shall be responsible for the payment of any and all, current and/or past due real property taxes, or pro-rations thereof, pro-rated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from the Owners' proceeds. Owners shall also be responsible for the payment of any Mortgages, Judgments and/or Liens, if any, which attach to the Property and any payment(s) due will be deducted at closing from the Owners' proceeds. Any and all applicable deductions stated herein shall be disbursed from the Miller Troiano P.A., Trust Account at the Closing.
- (f) County acknowledges that this conveyance of the Property for right-of-way is in lieu, and under threat, of condemnation.
- (g) The Owner agrees and expressly acknowledges that the monies paid, and any other considerations given in accordance with this Agreement are 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.

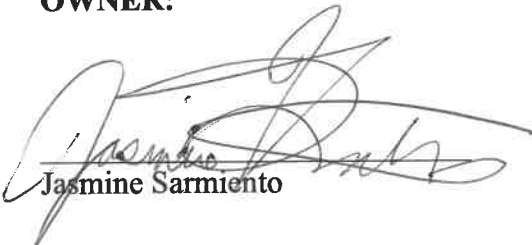
*** THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

PURCHASER:
COUNTY OF POLK, POLK COUNTY, FL

By:  7/6/24
R. Wade Allen, Director
Real Estate Services
Its Agent

OWNER:


Jasmine Sarmiento

Date approved by the County:

Parcel Number: 140
 Project Name: CR557 WIDENING
 Tax Folio Number: 262631488580000060

Road Number: 763201
 Project Number: CR55720-2

DESCRIPTION

A parcel of land being a portion of Lot 6, Orlando Woods Estates, a subdivision as recorded in Plat Book 70, Page 5, Public Records of Polk County, Florida, being in Section 31, Township 26 South, Range 26 East, being described as follows:

Commence at the Northeast corner of said Lot 6 for the **Point of Beginning**; thence South 24°17'35" East, along the East line of said Lot 6, a distance of 150.00 feet to the South line of said Lot 6; thence South 65°42'25" West, along said South line, 110.00 feet; thence North 24°17'35" West, 150.00 feet to the North line of said Lot 6; thence North 65°42'25" East, along said North line, 110.00 feet to the **Point of Beginning**.

Containing 16,500 square feet, more or less

SHEET 1 OF 2

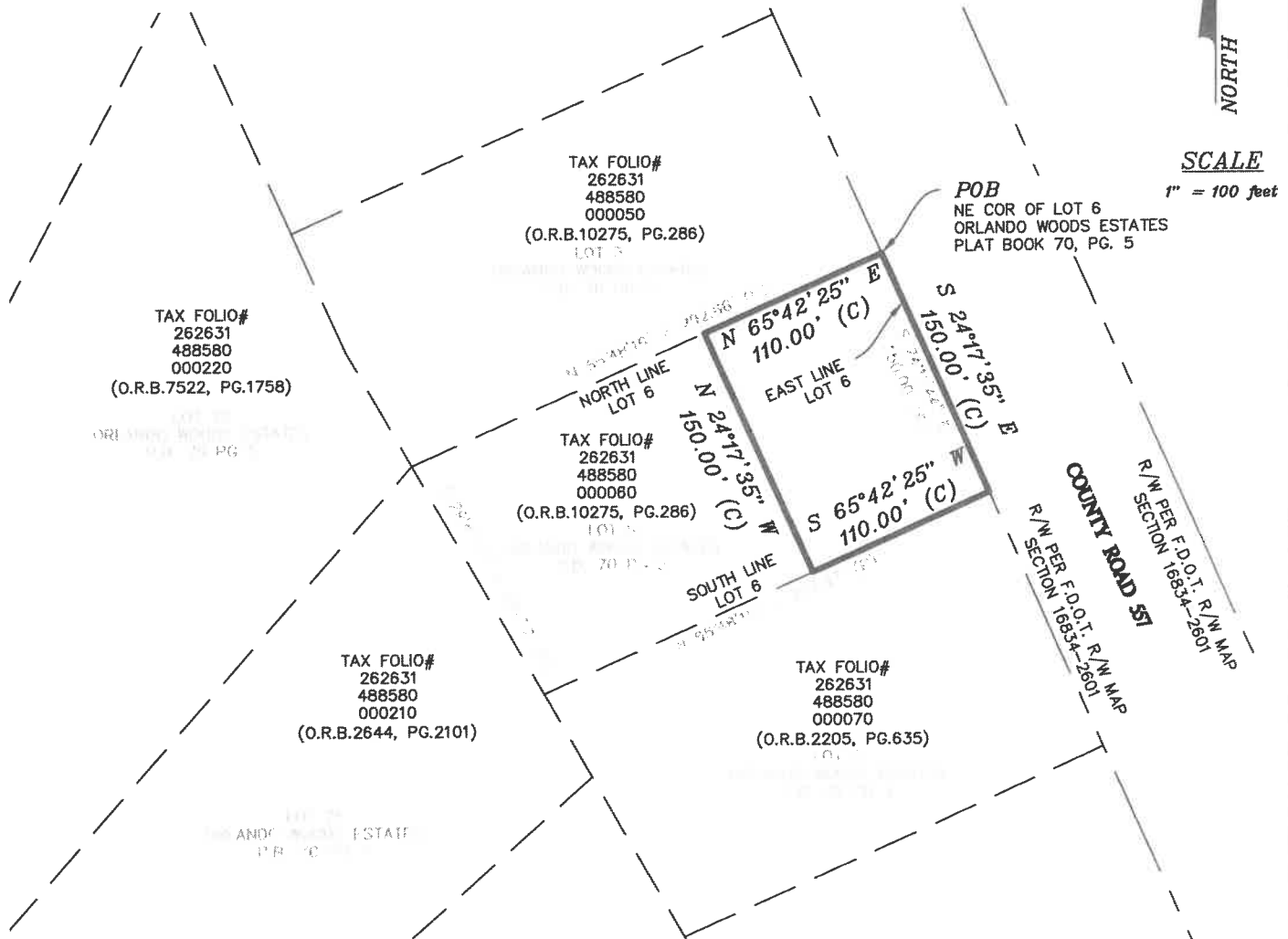
FOR SKETCH SEE SHEET 2

REVISION		DATE	BY

NORTH

SCALE

1" = 100 feet

**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.



Digitally signed by
Bryan Zelenenki
Date: 2023.06.28
06:41:15 -04'00'

DATE
5/10/23

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

LEGEND

- (C) = CALCULATED
(P) = PLAT
COR = CORNER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG(S). = PAGE(S)
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP

— — — — — = PARCEL LINE

SEE SHEET 1 OF 2 FOR DESCRIPTION.

THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 31,
TOWNSHIP 26 SOUTH, RANGE 26
EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200

FAX: (863) 519-8117

Sheet No. 2 of 2	Drawn by: EAA	Checked by: BCZ	Check Date: 05/24/23
Parcel Number: 140	PREPARED FOR: REAL ESTATE SERVICES		File Name: CR55720-2



Attachment "A" Sheet 3 of 4

Parcel Number: 141
Project Name: CR557 WIDENING
Tax Folio Number: 262631488580000050

Road Number: 763201
Project Number: CR55720-2

DESCRIPTION

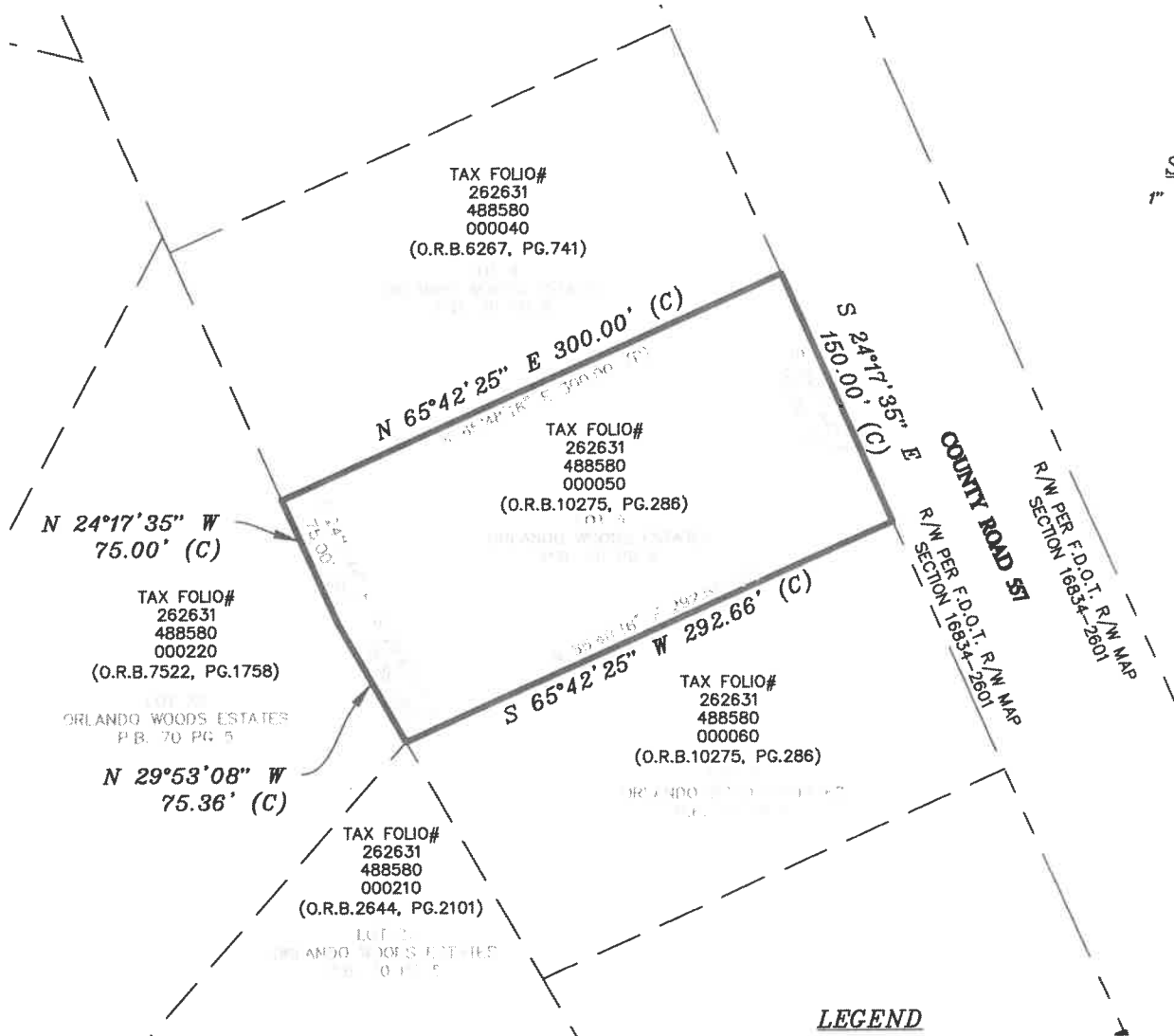
A parcel of land being Lot 5, Orlando Woods Estates, a subdivision as recorded in Plat Book 70, Page 5, Public Records of Polk County, Florida, lying in Section 31, Township 26 South, Range 26 East, Polk County, Florida.

Containing 1.03 acres, more or less

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2

REVISION		DATE	BY



SCALE

1" = 100 feet

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.



Digitally signed by
Bryan Zelenenki
Date: 2023.06.28
06:46:52 -04'00'

DATE
5/10/23

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

LEGEND

- (C) = CALCULATED
(P) = PLAT
COR = CORNER
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R.B. = OFFICIAL RECORDS BOOK
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P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
R = RANGE
R/W = RIGHT-OF-WAY
SEC = SECTION
T = TOWNSHIP

— — — — — = PARCEL LINE

SEE SHEET 1 OF 2 FOR DESCRIPTION.

THIS SKETCH IS
NOT VALID
WITHOUT THE
SIGNATURE AND
THE ORIGINAL
SEAL OF A
LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 31,
TOWNSHIP 26 SOUTH, RANGE 26
EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

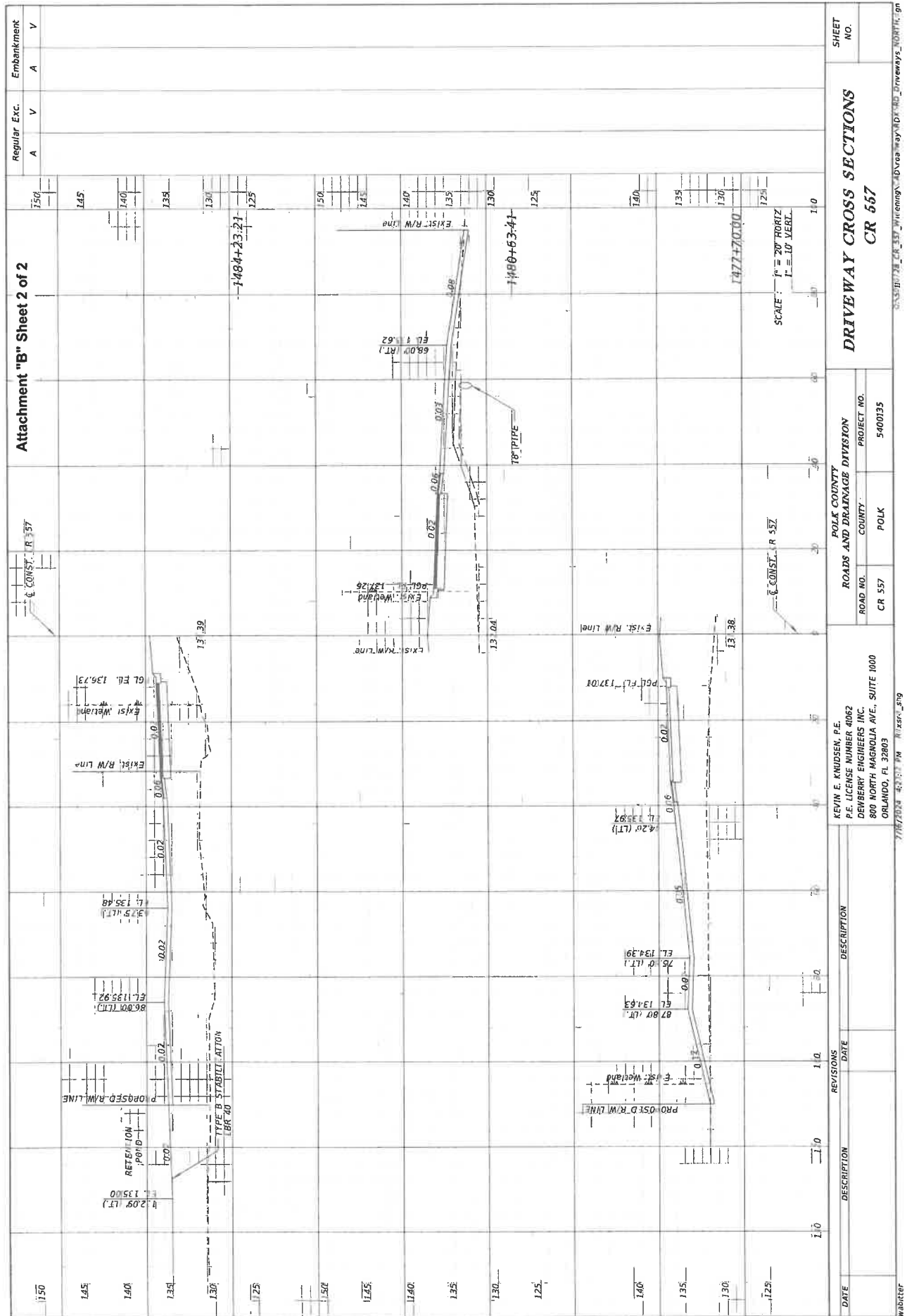
PHONE: (863) 535-2200

FAX: (863) 519-8117

Sheet No. 2 of 2	Drawn by: EAA	Checked by: BCZ	Check Date: 05/24/23
Parcel Number: 141	PREPARED FOR: REAL ESTATE SERVICES		File Name: CR55720-2









Polk County
Board of County Commissioners

Agenda Item R.25.

10/1/2024

SUBJECT

Approve Right-of-Way Agreement between Leslie R. Mason and Carol R. Mason and Polk County in conjunction with the CR 542A (Galloway Road) at 10th Street Project, Parcel 106. (\$117,919 one-time expense)

DESCRIPTION

The County has a Community Investment Project to improve CR 542A (Galloway Road) at 10th Street to a roundabout intersection in Lakeland. To allow construction of the roundabout, the County will need to acquire additional right-of-way for the intersection from impacted property owners. The Board previously adopted a resolution authorizing negotiations and written offers to be made on this project.

Parcel 106 is an irregular shaped fee parcel, containing approximately 6,630 square feet which is needed as mainline right-of-way for the project. The parent parcel is a rectangular shaped parcel, containing approximately 1-acre, located at the northwest corner of Galloway Road and 10th Street W which is improved with a mobile home homestead residence. The County hired an independent appraiser to establish full compensation for the taking of Parcel Number 106 and the owners, Leslie R. Mason and Carol R. Mason, his wife, through their attorney rejected the County's offer. Subsequent negotiations with the owners' attorney have resulted in a proposed settlement amount of \$100,000 for the purchase of the parcel along with attorney's fees in the amount of \$17,919 for a total settlement of \$117,919.

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, authorizing the issuance of funds for the purchase will allow the County to take ownership of the parcel needed for the project.

RECOMMENDATION

Request Board approve the aforementioned Right-of-Way Agreement for Parcel 106 and authorize the issuance of funds in the amount of \$117,919 for the purchase along with attorney's fees as stated above payable to Gaylord Merlin Ludovici & Diaz, Trust Account for disbursement.

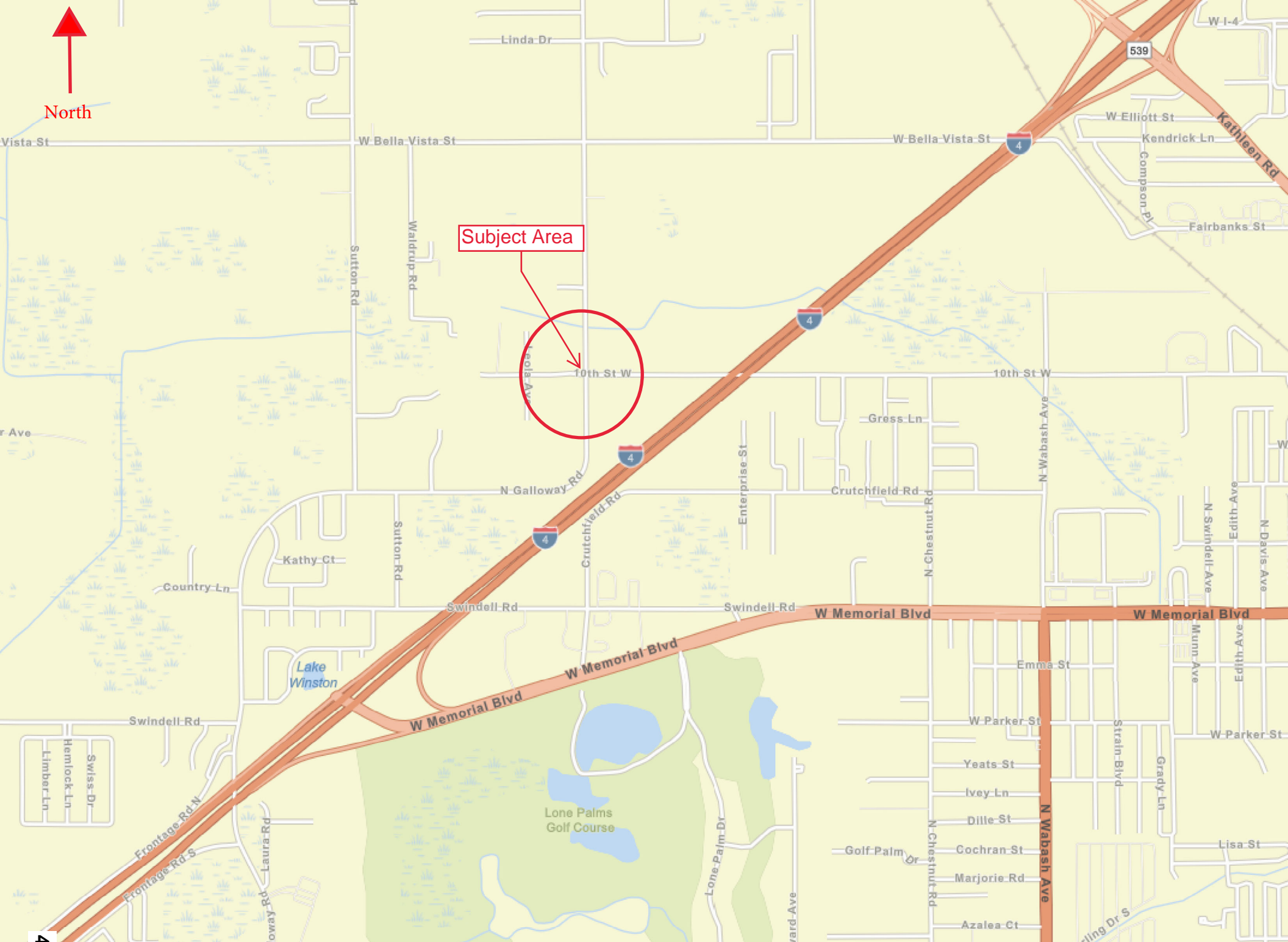
FISCAL IMPACT

Funds are budgeted and available in Roads and Drainage 5-year CIP in the Transportation Trust Fund.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services

863-534-2577



Section 09, Township 28 South, Range 23 East



Board of County Commissioners

Project No.: 5400190
 Project Name: CR 542A (Galloway Road) @ 10th Street
 Parent Parcel I.D. No.: 232809-000000-012030
 Project Parcel #: 106

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
 COUNTY OF POLK**

THIS AGREEMENT made and entered into this 17th day of September, 2024, by and between **LESLIE R. MASON and CAROL R. MASON, his wife**, whose mailing address is 1406 Galloway Road, Lakeland, Florida 33810-0204 ("Owners"), and **POLK COUNTY**, a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, the County requires the lands described as Parcel Number 106 as more particularly described in Exhibit "A" (the "Property"), as additional right-of-way for the construction and maintenance of an authorized road known as CR 542A (Galloway Rod) @ 10th Street, (hereinafter the "Project"), and said Owners are required to furnish same for such purpose; and

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 unto the County a fee interest in Parcel 106, by Warranty Deed, free of liens and encumbrances, together with any improvements for the amount of \$100,000 (One Hundred Thousand Dollars).
- (b) County agrees to pay attorney's fees, with the understanding there are no expert costs/fees in the amount of \$17,919 (Seventeen Thousand Nine Hundred Nineteen Dollars) for a total settlement amount of \$117,919 (One Hundred Seventeen Thousand Nine Hundred Nineteen Dollars).
- (c) County shall pay the total settlement amount of \$117,919, upon simultaneous delivery of deed of conveyance from the Owners to the County (the "Closing"), which shall occur after the approval of this Agreement by the Board of County Commissioners. The County payment of \$117,919.00 shall be made to the Gaylord Merlin Ludovici & Diaz, Trust Account, for disbursement. Any improvements or personal property not removed within

fourteen (14) days after purchase of subject land shall be considered abandoned by the Owners.

- (d) Owners shall be responsible for the payment of any and all, current and/or past due real property taxes, or pro-rations thereof, pro-rated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from the Owners' proceeds. Owners shall also be responsible for the payment of any Mortgages, Judgments and/or Liens, if any, which attach to the Property and any payment(s) due will be deducted at closing from the Owners' proceeds. Any and all applicable deductions stated herein shall be disbursed from the Gaylor Merlin Ludovici & Diaz, Trust Account at the Closing.
- (e) County acknowledges that this conveyance of the Property for right-of-way is in lieu, and under threat, of condemnation.
- (f) The Owner agrees and expressly acknowledges that the monies paid, and any other considerations given in accordance with this Agreement are 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.**

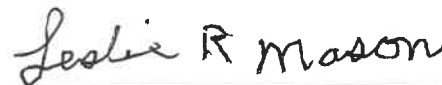
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

PURCHASER:
COUNTY OF POLK, POLK COUNTY, FL

By: 
Stephanie Gonzalez
Florida Acquisition & Appraisal, Inc, its Agent

Approved
By:  9/23/24
R. Wade Allen
Real Estates Services Director

OWNERS:


Leslie R. Mason


Carol R. Mason

Parcel Number: 106
 Project Name: GALLOWAY RD @ 10TH ST
 Tax Folio Number: 232809-000000-012030

Road Number: 832101 & 830910
 Project Number: 8309E24-1

DESCRIPTION

A parcel of land lying in the Southeast 1/4 of the Northeast 1/4 of Section 9, Township 28 South, Range 23 East, Polk County, Florida, being described as follows:

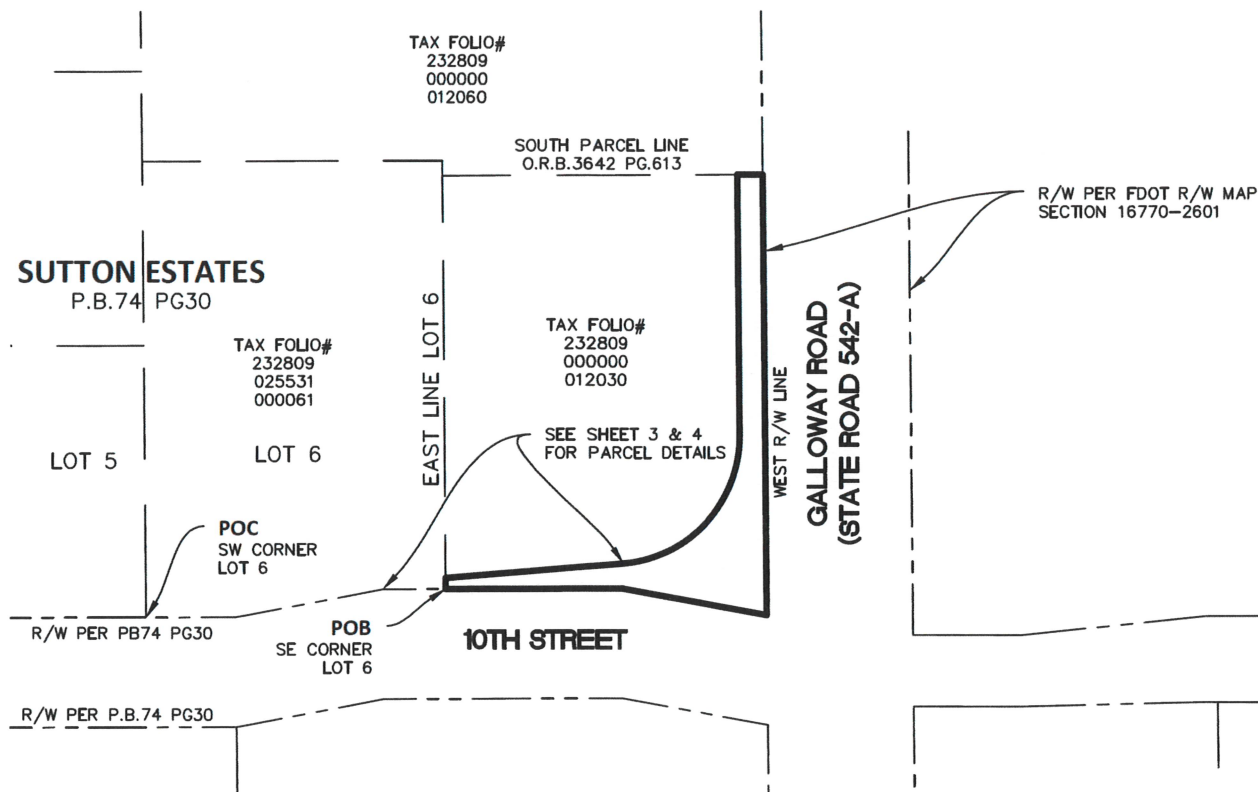
Commence at the Southwest corner of Lot 6 of Sutton Estates, a subdivision as recorded in Plat Book 74, Page 30-31, Public Records of Polk County, Florida, being a point on the North right-of-way line of 10th Street, as shown on said plat of Sutton Estates; thence along said North right-of-way line the following five (5) courses: (1) North 89°51'15" East, 50.00 feet; (2) thence North 79°13'31" East, 81.32 feet; (3) thence North 89°51'15" East, 35.00 feet to the Southeast corner of said Lot 6 and the **Point of Beginning**; thence continue North 89°51'15" East, 95.00 feet; thence South 79°32'09" East, 81.18 feet to the West right-of-way line of Galloway Road (State Road 542-A) as shown on Florida Department of Transportation Right-of-Way Map Section 16770-2601; thence North 00°29'40" West, along said West right-of-way line, 240.95 feet to the South line of a parcel as described in Official Records Book 3642, Page 613, of said Public Records; thence South 89°51'15" West, along said South parcel line, 14.00 feet; thence South 00°29'40" East, 142.22 feet to the point of curvature of a curve to the right having a radius of 70.00 feet, a central angle of 85°49'35", a chord bearing of South 42°25'08" West, and a chord distance of 95.32 feet; thence along the arc of said curve a distance of 104.86 feet to the Point of Tangency; thence South 85°19'55" West, 96.04 feet to the East line of said Lot 6; thence South 00°25'19" East, along said East line, 6.00 feet to said **Point of Beginning**.

Containing 6,630 square feet, more or less.

SHEET 1 OF 4

FOR SKETCH SEE SHEETS 2 THRU 4

REVISION	DATE	BY



**THIS IS NOT
A SURVEY**



LEGEND

- (C) = CALCULATED
- (P) = PLAT
- COR. = CORNER
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- M.B. = MAP BOOK
- M/R/W = MAINTAINED RIGHT-OF-WAY
- O.R.B. = OFFICIAL RECORDS BOOK
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- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- R/W = RIGHT-OF-WAY
- SEC = SECTION
- T = TOWNSHIP

SURVEYOR'S NOTES.

1. BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

2. BASED ON THE OVERALL DESCRIPTION OF THE PLAT OF SUTTON ESTATES, RECORDED IN PLAT BOOK 74, PAGE 30, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE DEEDS FOR THE ADJACENT PROPERTIES THAT ARE CONTIGUOUS TO LOT 6 OF SAID SUTTON ESTATES, THE UNDERSIGNED HAS DETERMINED THAT THERE APPEARS TO BE A SCRIVENER'S ERROR SHOWN ON SAID SUTTON ESTATES FOR TWO DISTANCES SHOWN ALONG THE NORTH RIGHT-OF-WAY LINE OF TENTH STREET, BEING THE DISTANCES SHOWN ON EITHER SIDE OF THE SOUTHEAST CORNER OF SAID LOT 6. THIS DESCRIPTION SKETCH NOTES THE APPARENT ERROR AND REFLECTS IT IN THE LEGAL DESCRIPTION SHOWN HEREON.

SEE SHEET 1 OF 4 FOR DESCRIPTION.

SCALE

1" = 100 feet

DATE
01/10/24

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
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 09,
TOWNSHIP 28 SOUTH, RANGE 23
EAST, POLK COUNTY, FLORIDA.

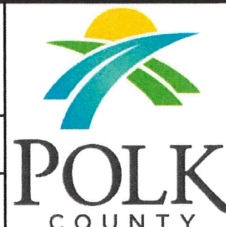
REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE

3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880

PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No. 2 of 4	Drawn by: BCZ	Checked by: BCZ	Check Date: 01/25/24
Parcel Number: 106	PREPARED FOR: REAL ESTATE SERVICES		File Name: 8309E24-1



SCALE
1" = 40 feet

NORTH

THIS IS NOT A SURVEY
SUTTON ESTATES
P.B.74 PG30

LOT 5

LOT 6

TAX FOLIO#
232809
025531
000061

TAX FOLIO#
232809
000000
012030

POC
SW CORNER LOT 6
P.B.74 PG30

POB
SE CORNER LOT 6
P.B.74 PG30

10TH STREET

EAST LINE LOT 6

MATCHLINE (SEE SHEET 4)

Line Table

LINE #	DIRECTION	LENGTH
L1	N 89°51'15" E (C) N 89°40'27" E (P)	50.00' (C&P)
L2	N 79°13'31" E (C) N 79°02'43" E (P)	81.32' (C&P)
L3	N 89°51'15" E (C) N 89°40'27" E (P)	35.00' (C) 30.00' (P)
L4	N 89°51'15" E (C) N 89°40'27" E (P)	95.00' (C) 100.00' (P)
L5	S 79°32'09" E (C) S 79°42'57" E (P)	81.18' (C) 81.47' (P)
L6	S 89°51'15" W (C)	14.00' (C)
L7	S 85°19'55" W (C)	96.04' (C)
L8	S 00°25'19" E (C) S 00°36'07" E (P)	6.00' (C)

Curve Table

CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	70.00'	85°49'35"	S 42°25'08" W	95.32'	104.86'

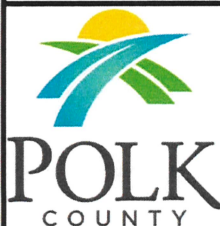
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SEE SHEET 1 OF 4 FOR DESCRIPTION.



DESCRIPTION SKETCH
LOCATED IN SECTION 09,
TOWNSHIP 28 SOUTH, RANGE 23 EAST,
POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880

PHONE: (863) 535-2200

FAX: (863) 519-8117

Sheet No. 3 of 4	Drawn by: BCZ	Checked by: BCZ	Check Date: 01/25/24
Parcel Number: 106	PREPARED FOR: REAL ESTATE SERVICES		Job Number: 8309E24-1

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

TAX FOLIO#
232809
000000
012060

SOUTH PARCEL LINE
O.R.B.3642 PG.613

LEGEND

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232809
000000
012030

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L6
S 00°29'40" E 142.22' (C)
R/W PER FDOT R/W MAP
SECTION 16770-2601
N 00°29'40" W 240.95' (C)

MATCHLINE (SEE SHEET 3)

L7

L4

L5
R/W PER P.B.74 PG.30

10TH STREET

GALLOWAY ROAD
(STATE ROAD 542-A)

NORTH

SCALE

1" = 40 feet

SEE SHEET 1 OF 4 FOR DESCRIPTION.

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NOT VALID
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SIGNATURE AND
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SEAL OF A
LICENSED
SURVEYOR AND
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DESCRIPTION SKETCH
LOCATED IN SECTION 09,
TOWNSHIP 28 SOUTH, RANGE 23
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.
4 of 4

Drawn by:
BCZ

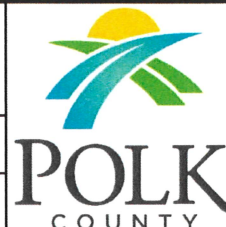
Checked by:
BCZ

Check Date:
01/25/24

Parcel Number:
106

PREPARED FOR:
REAL ESTATE SERVICES

File Name:
8309E24-1





Polk County
Board of County Commissioners

Agenda Item R.26.

10/1/2024

SUBJECT

Approve Right-of-Way Agreement between Grace V. Malcolm and Polk County in conjunction with the CR 542A (Galloway Road) at 10th Street Project, Parcel 107. (\$79,883 one-time expense)

DESCRIPTION

The County has a Community Investment Project to improve CR 542A (Galloway Road) at 10th Street to a roundabout intersection in Lakeland. To allow construction of the roundabout, the County will need to acquire additional right-of-way for the intersection from impacted property owners. The Board previously adopted a resolution authorizing negotiations and written offers to be made on this project.

Parcel 107 is an irregular shaped fee parcel, containing approximately 1,253 square feet which is needed as mainline right-of-way for the project. The parent parcel is a rectangular shaped parcel, containing approximately 1-acre, located along the west side of Galloway Road which is improved with a single-family homestead residence. The County hired an independent appraiser to establish full compensation for the taking of Parcel Number 107 and the owner, Grace V. Malcolm, through her attorney rejected the County's offer. Subsequent negotiations with the owner's attorney have resulted in a proposed settlement amount of \$65,000 for the purchase of the parcel along with attorney's fees in the amount of \$14,883 for a total settlement of \$79,883.

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 funds for the purchase will allow the County to take ownership of the parcel needed for the project.

RECOMMENDATION

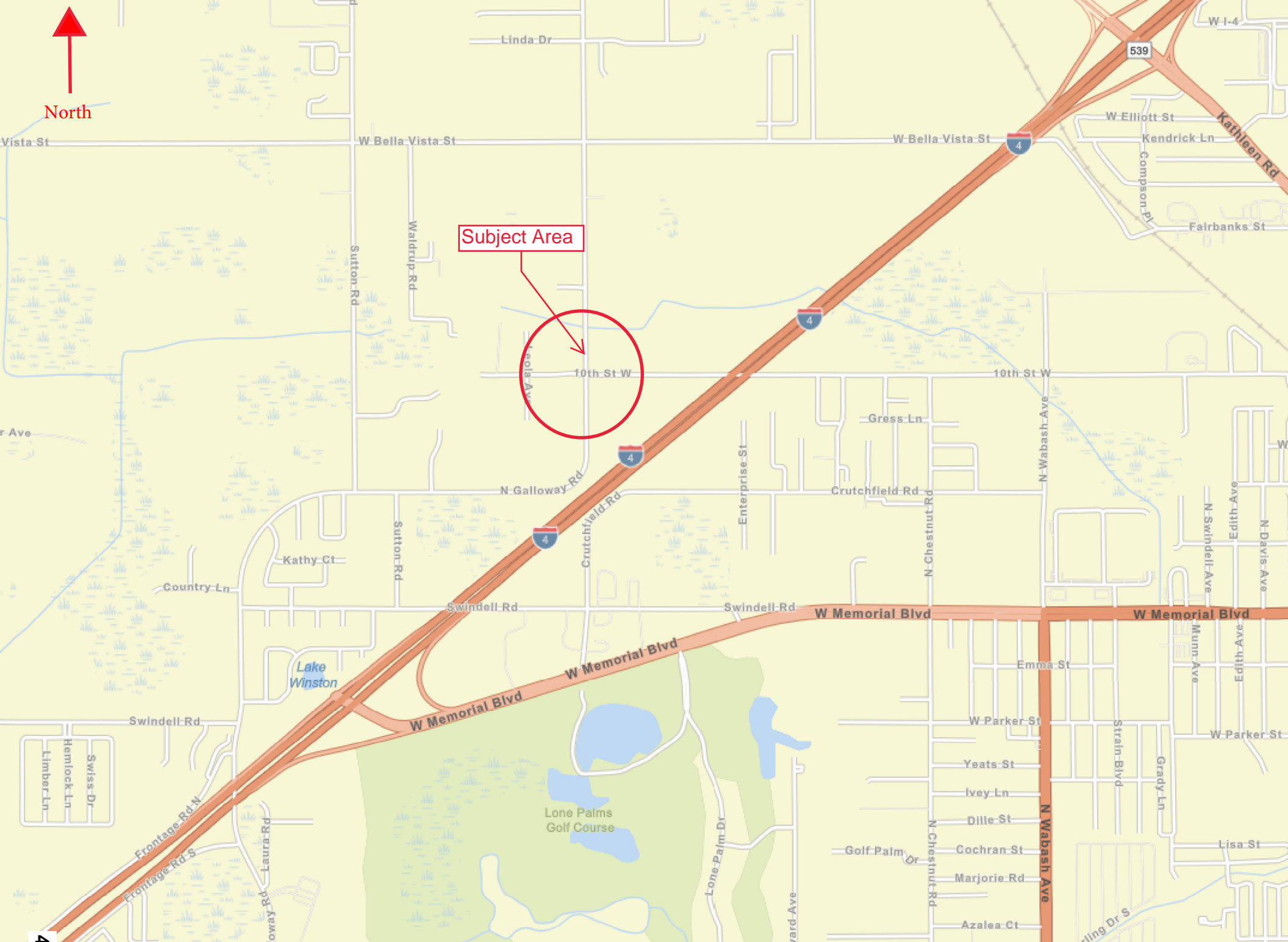
Request Board approve the aforementioned Right-of-Way Agreement for Parcel 107 and authorize the issuance of funds in the amount of \$79,883 for the purchase along with attorney's fees, as stated above, payable to Gaylord Merlin Ludovici & Diaz, Trust Account for disbursement.

FISCAL IMPACT

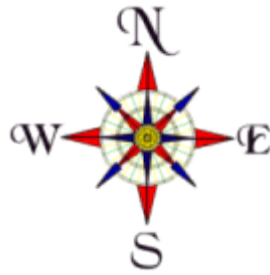
Funds are budgeted and available in the Roads and Drainage 5-year CIP in the Transportation Trust Fund.

CONTACT INFORMATION

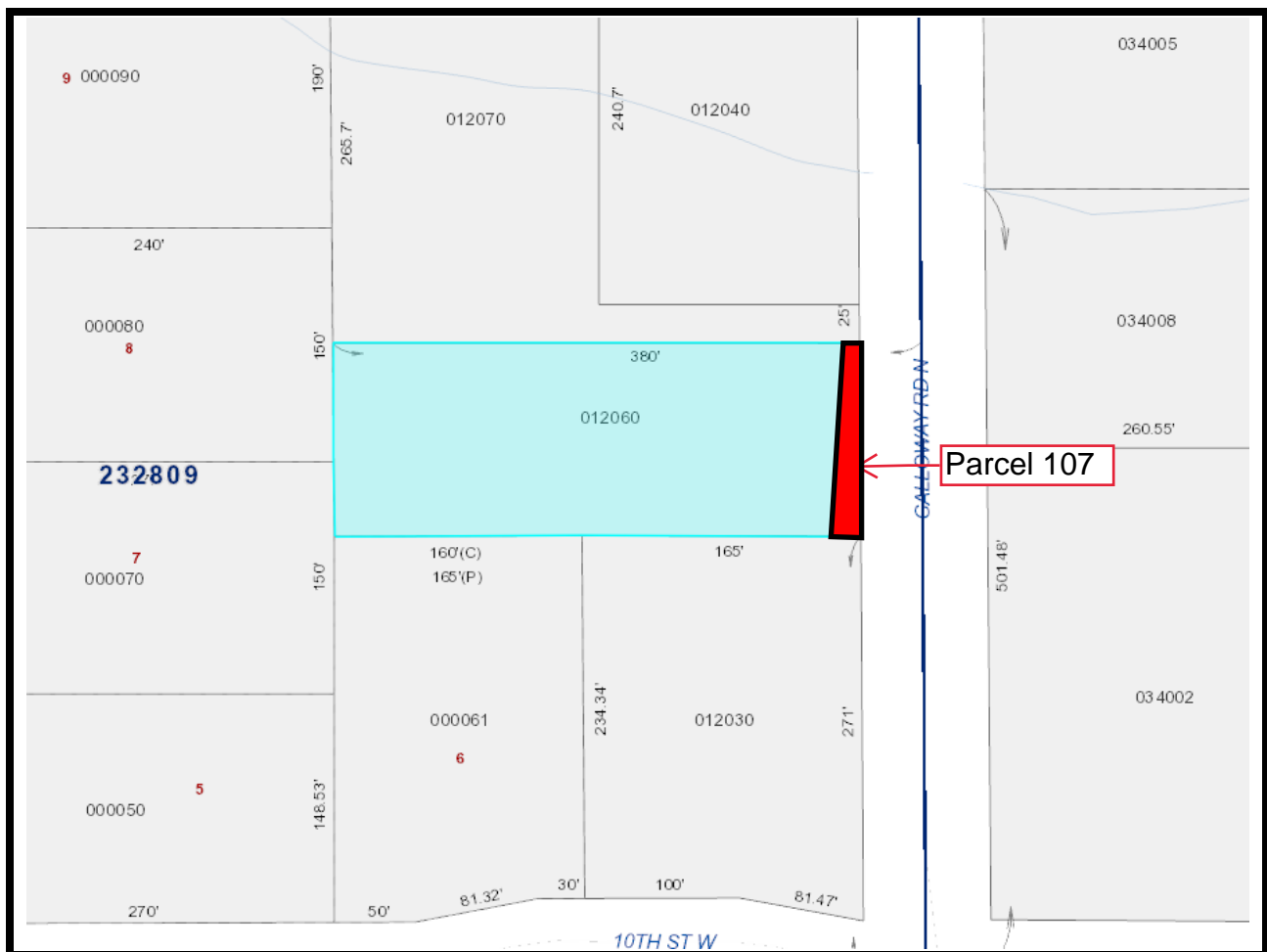
R. Wade Allen, Director
Real Estate Services
863-534-2577



Section 09, Township 28 South, Range 23 East



SECTION 09, TOWNSHIP 28 SOUTH, RANGE 23 EAST





Board of County Commissioners

Project No.: 5400190
 Project Name: CR 542A (Galloway Road) @ 10th Street
 Parent Parcel I.D. No.: 232809-000000-012060
 Project Parcel #: 107

RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA
 COUNTY OF POLK**

THIS AGREEMENT made and entered into this 17th day of September, 2024, by and between **GRACE V. MALCOLM**, a married woman, whose mailing address is 1420 Galloway Road, Lakeland, Florida 33810-0204 ("Owner"), and **POLK COUNTY**, a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, the County requires the lands described as Parcel Number 107 as more particularly described in Exhibit "A" (the "Property"), as additional right-of-way for the construction and maintenance of an authorized road known as CR 542A (Galloway Rod) @ 10th Street, (hereinafter the "Project"), and said Owner are required to furnish same for such purpose; and

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 unto the County a fee interest in Parcel 107, by Warranty Deed, free of liens and encumbrances, together with any improvements for the amount of \$65,000 (Sixty-Five Thousand Dollars).
- (b) County agrees to pay attorney's fees, with the understanding there are no expert costs/fees in the amount of \$14,883 (Fourteen Thousand Eight Hundred Eighty-Three Dollars) for a total settlement amount of \$79,883 (Seventy-Nine Thousand Eight Hundred Eighty-Three Dollars).
- (c) County shall pay the total settlement amount of \$79,883 upon simultaneous delivery of deed of conveyance from the Owner to the County (the "Closing"), which shall occur after the approval of this Agreement by the Board of County Commissioners. The County payment of \$79,883.00 shall be made to the Gaylord Merlin Ludovici & Diaz, Trust Account, for disbursement. Any improvements or personal property not removed within

fourteen (14) days after purchase of subject land shall be considered abandoned by the Owner.

- (d) Owner shall be responsible for the payment of any and all, current and/or past due real property taxes, or pro-rations thereof, pro-rated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from the Owner's proceeds. Owner shall also be responsible for the payment of any Mortgages, Judgments and/or Liens, if any, which attach to the Property and any payment(s) due will be deducted at closing from the Owner's proceeds. Any and all applicable deductions stated herein shall be disbursed from the Gaylor Merlin Ludovici & Diaz, Trust Account at the Closing.
- (e) County acknowledges that this conveyance of the Property for right-of-way is in lieu, and under threat, of condemnation.
- (f) The Owner agrees and expressly acknowledges that the monies paid, and any other considerations given in accordance with this Agreement are 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.

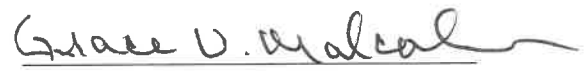
*** THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

PURCHASER:
COUNTY OF POLK, POLK COUNTY, FL

By: 
Joseph Blair
Florida Acquisition & Appraisal, Inc, its Agent

OWNER:


Grace V. Malcolm

Approved
By:  9/22/11
R. Wade Allen
Real Estates Services Director

Parcel Number: 107
 Project Name: GALLOWAY RD @ 10TH ST
 Tax Folio Number: 232809-000000-012060

Road Number: 832101
 Project Number: 8309E24-1

DESCRIPTION

A parcel of land lying in the Southeast 1/4 of the Northeast 1/4 of Section 9, Township 28 South, Range 23 East, Polk County, Florida, being described as follows:

Commence at the Southwest corner of Lot 6 of Sutton Estates, a subdivision as recorded in Plat Book 74, Page 30-31, Public Records of Polk County, Florida, being a point on the North right-of-way line of 10th Street, as shown on said plat of Sutton Estates; thence along said North right-of-way line the following four (4) courses: (1) North 89°51'15" East, 50.00 feet; (2) thence North 79°13'31" East, 81.32 feet; (3) thence North 89°51'15" East, 130.00 feet; thence South 79°32'09" East, 81.18 feet to the West right-of-way line of Galloway Road (State Road 542-A) as shown on Florida Department of Transportation Right-of-Way Map Section 16770-2601; thence North 00°29'40" West, along said West right-of-way line, 240.95 feet to the South line of a parcel as described in Official Records Book 3642, Page 613, of said Public Records and the **Point of Beginning**; thence continue North 00°29'40" West, along said West right-of-way line, 131.94 feet to the North line of said parcel; thence South 89°50'06" West, along said North parcel line, 5.00 feet; thence South 03°24'34" West, 132.20 feet to said South parcel line; thence North 89°51'15" East, along said South parcel line, 14.00 feet to said **Point of Beginning**.

Containing 1,253 square feet, more or less.

SHEET 1 OF 3

FOR SKETCH SEE SHEETS 2 THRU 3

REVISION	DATE	BY

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Line Table

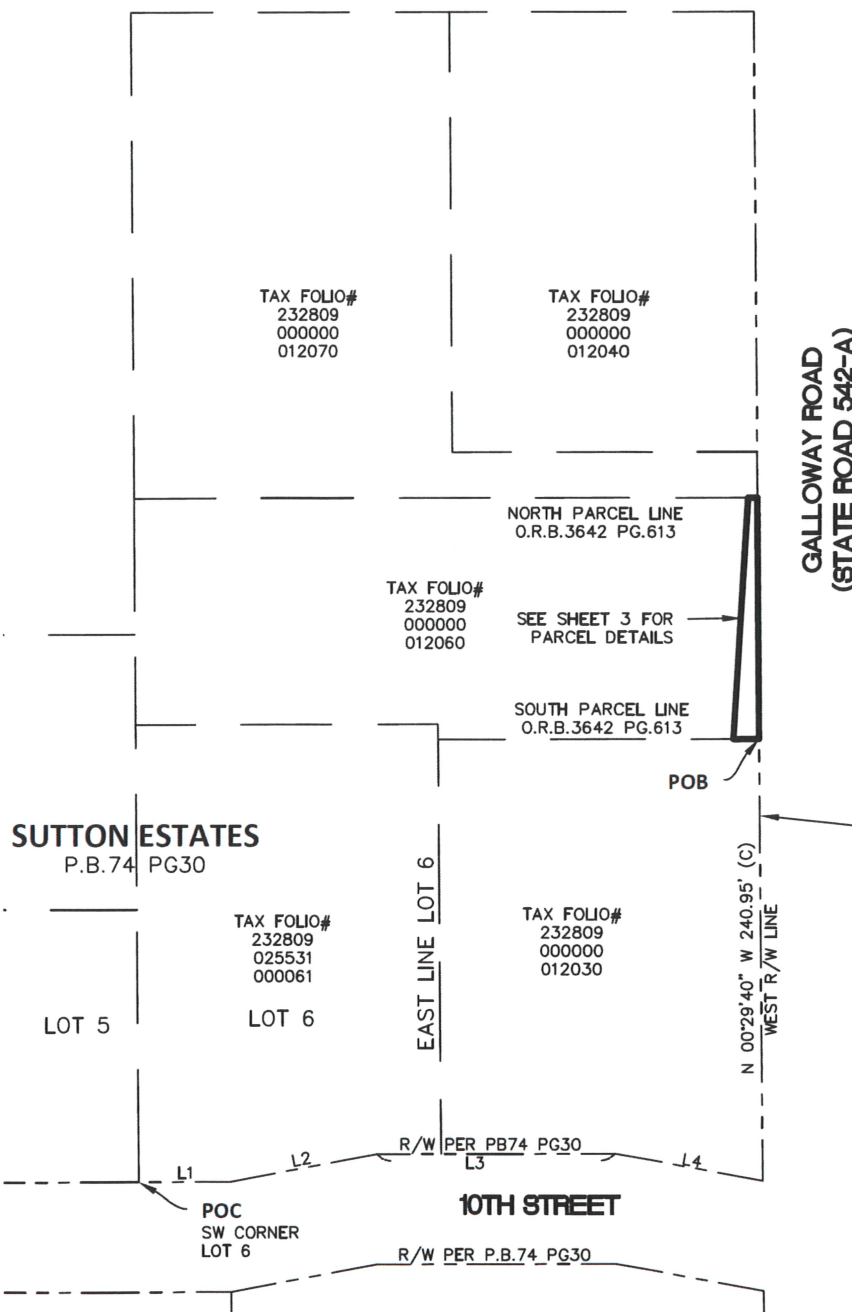
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R/W PER FDOT R/W MAP
SECTION 16770-2601

NORTH

SCALE

1" = 100 feet



**THIS IS NOT
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BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA
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SEE SHEET 1 OF 3 FOR DESCRIPTION.

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01/10/24

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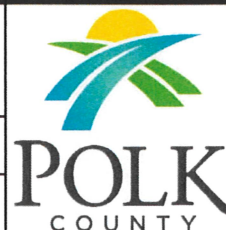
POLK COUNTY ROADS AND DRAINAGE

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PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No. 2 of 3 Drawn by: BCZ Checked by: BCZ Check Date: 01/25/24

Parcel Number: 107 PREPARED FOR: REAL ESTATE SERVICES File Name: 8309E24-1



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SCALE
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TAX FOLIO#
232809
000000
012040

R/W PER FDOT R/W MAP
SECTION 16770-2601

TAX FOLIO#
232809
000000
012070

NORTH PARCEL LINE
O.R.B.3642 PG.613

TAX FOLIO#
232809
000000
012060

SOUTH PARCEL LINE
O.R.B.3642 PG.613

TAX FOLIO#
232809
000000
012030

N 00°29'40" W
240.95' (C)

GALLOWAY ROAD
(STATE ROAD 542-A)

Line Table		
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LICENSED
SURVEYOR AND
MAPPER.

DESCRIPTION SKETCH
LOCATED IN SECTION 09,
TOWNSHIP 28 SOUTH, RANGE 23
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. 3 of 3	Drawn by: BCZ	Checked by: BCZ	Check Date: 01/25/24
Parcel Number: 107	PREPARED FOR: REAL ESTATE SERVICES		File Name: 8309E24-1





Polk County
Board of County Commissioners

Agenda Item R.27.

10/1/2024

SUBJECT

Approve Agreements for Transfer of Public Roads between the Town of Lake Hamilton and Polk County for portions of Kokomo Road (County Road 546) and Water Tank Road and authorize County Deeds for the rights-of-way associated therewith. (No fiscal impact)

DESCRIPTION

Kokomo Road (County Road 546) and Water Tank Road are county maintained roads classified as a rural major collector roadway and an urban collector roadway, respectively. The portion of Kokomo Road (CR 546) from Scenic Highway (SR 17/US 27A) easterly to Bice Grove Road, approximately two and one-half miles and the portion of Water Tank Road from Bice Grove Road westerly for approximately one and one-half miles lie within and/or adjacent to the municipal limits of the Town of Lake Hamilton ("Town") and are proposed to be transferred to the Town in conjunction with proposed development adjacent to the subject portions of the roadways. That portion of Water Tank Road lying westerly of the subject segment as described above was previously transferred to the Town in July 2022.

Florida Statutes allow for the transfer of public roads between jurisdictions by mutual agreement of the affected governments and a conveyance of the associated rights-of-way by deed. The Town has reviewed and approved, at its meeting held August 6, 2024, Agreements for Transfer of Public Roads for the transfer of the subject road portions and has agreed to accept County Deeds for the associated rights-of-way. Approving said Agreements and authorizing the County Deeds to the Town for the associated rights-of-way will transfer ownership of the subject road portions and will remove those portions from the County's Road inventory thereby allowing the County to cease maintenance and future liability responsibilities associated with them.

RECOMMENDATION

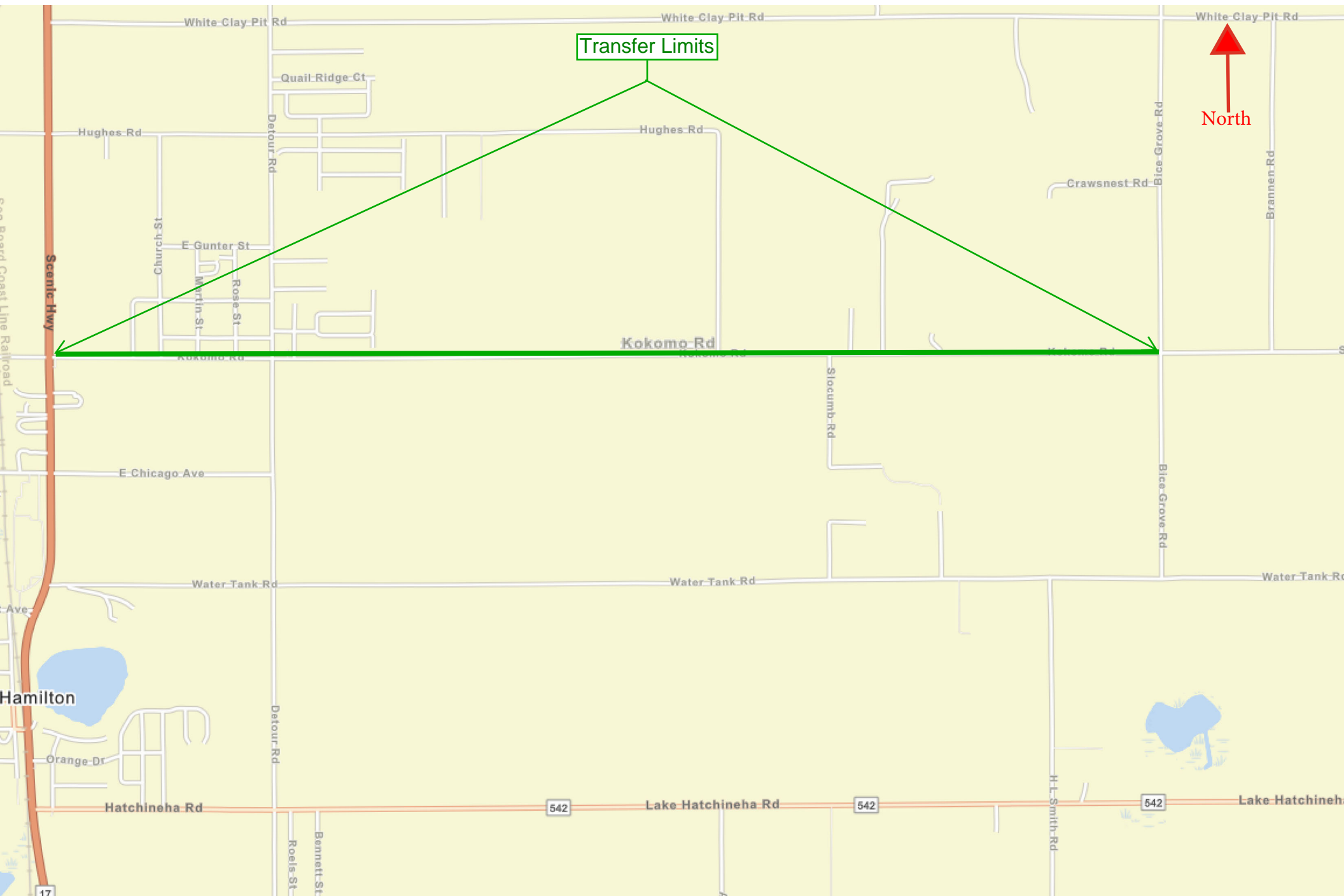
Request Board approve the aforementioned Agreements for Transfer of Public Roads and authorize the County Deeds to the Town for the rights-of-way associated therewith.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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



Sections 9-11 and 14-16, Township 28 South, Range 27 East

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF LAKE HAMILTON, FLORIDA

and

POLK COUNTY, FLORIDA

**FOR A PORTION OF KOKOMO ROAD (CR 546) FROM SCENIC HIGHWAY NORTH
(SR 17/US 27 A), EAST TO THE WEST RIGHT-OF-WAY LINE OF BICE GROVE
ROAD, LAKE HAMILTON, FLORIDA.**

This is an Agreement by and between the Town of Lake Hamilton, a municipal corporation of the State of Florida (TOWN), 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, Kokomo Road (CR 546), a Rural Major Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested and POLK has agreed to the transfer a portion of Kokomo Road (CR 546) from Scenic Highway North (SR 17/US 27 A), east to the west right-of-way line of Bice Grove Road, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; 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 TOWN 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:

A portion of Kokomo Road (CR 546) from Scenic Highway North (SR 17/US 27 A), east to the west right-of-way line of Bice Grove Road.

Including, but not limited to those parts of the rights-of-ways for a portion of Kokomo Road (CR 546) that lies within the above-described corridor, as depicted, or described in the following documents: A portion of the FDOT Transfer Map 16503-2601 as depicted on Map Book 2, Pages 73 through 77, any Plats and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida.

All lying and being in Sections 9, 10, 11, 14, 15 and 16, Township 28 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 TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN 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 Town of Lake Hamilton Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, 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 Town'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 TOWN.

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.

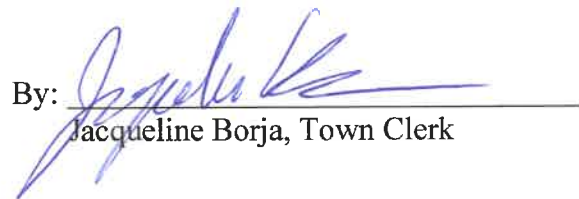
SECTION 8: Term

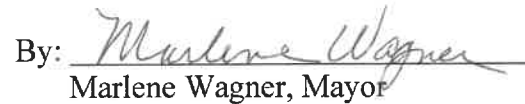
This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the Town of Lake Hamilton has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the 6 day of August, 2024.

ATTEST:

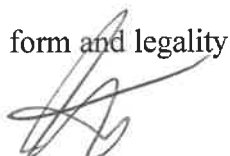
TOWN OF LAKE HAMILTON

By: 
Jacqueline Borja, Town Clerk

By: 
Marlene Wagner, Mayor

This 6 day of August, 2024

Reviewed as to form and legality

 9-3-24
Anthony Sabatini, Interim Town 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 _____, 2024.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

W.C. Braswell, Chairman

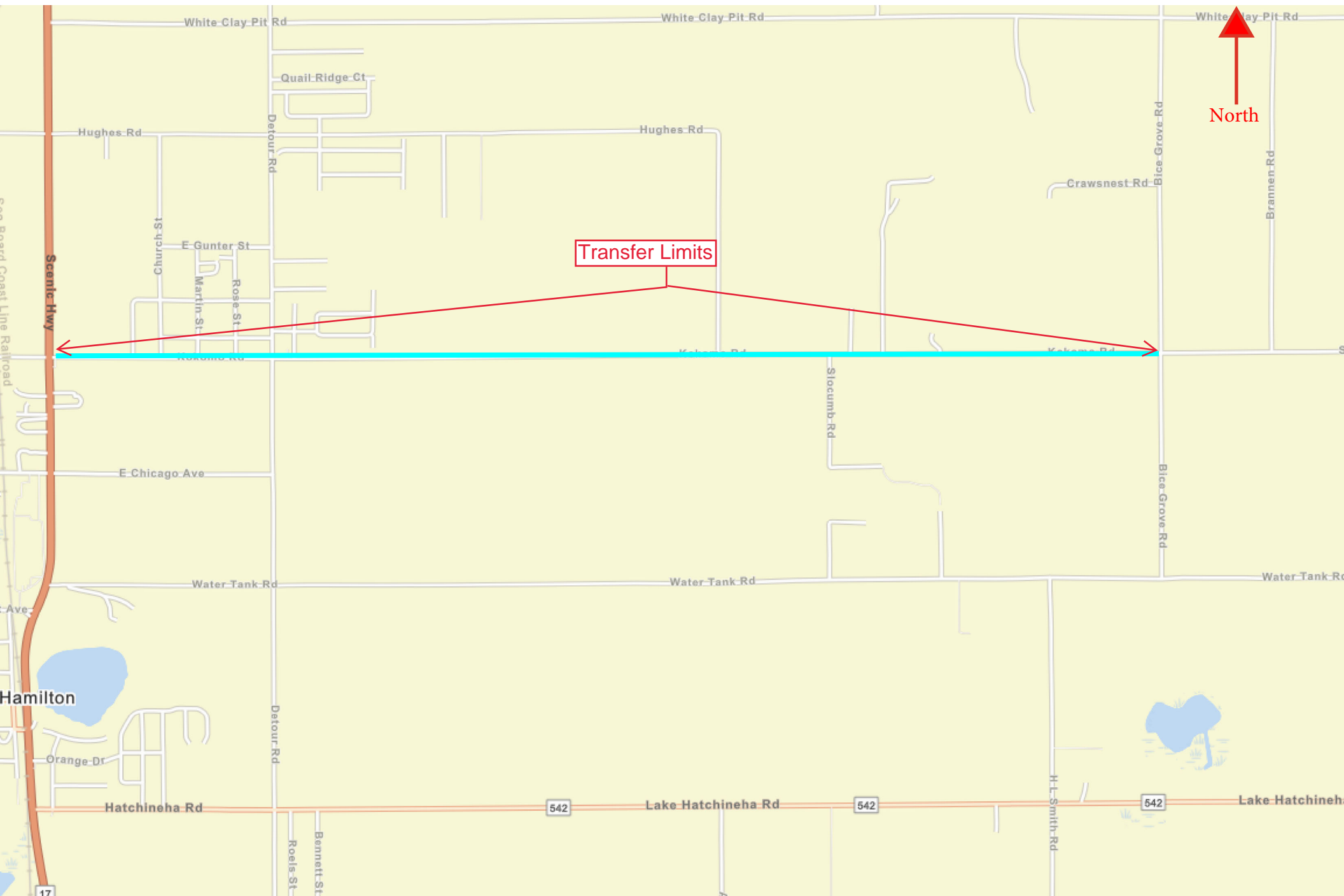
This ____ day of _____, 2024

Reviewed as to form and legality

County Attorney's Office

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Attachment A



Sections 14, 15, and 16, Township 28 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: A portion of Kokomo Road (CR 546)

COUNTY DEED

THIS DEED, made this 1st day of October, 2024 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF LAKE HAMILTON**, a Florida Municipal Corporation, whose address is, 100 Smith Avenue, Lake Hamilton, Florida 33851, 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:

A portion of Kokomo Road (CR 546) from Scenic Highway North (SR 17/US 27 A), east to the west right-of-way line of Bice Grove Road.

Including, but not limited to those parts of the rights-of-ways for a portion of Kokomo Road (CR 546) that lies within the above-described corridor, as depicted, or described in the following documents: A portion of the FDOT Transfer Map 16503-2601 as depicted on Map Book 2, Pages 73 through 77, any Plats and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida.

All lying and being in Sections 9, 10, 11, 14, 15 and 16, Township 28 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:

GRANTOR:

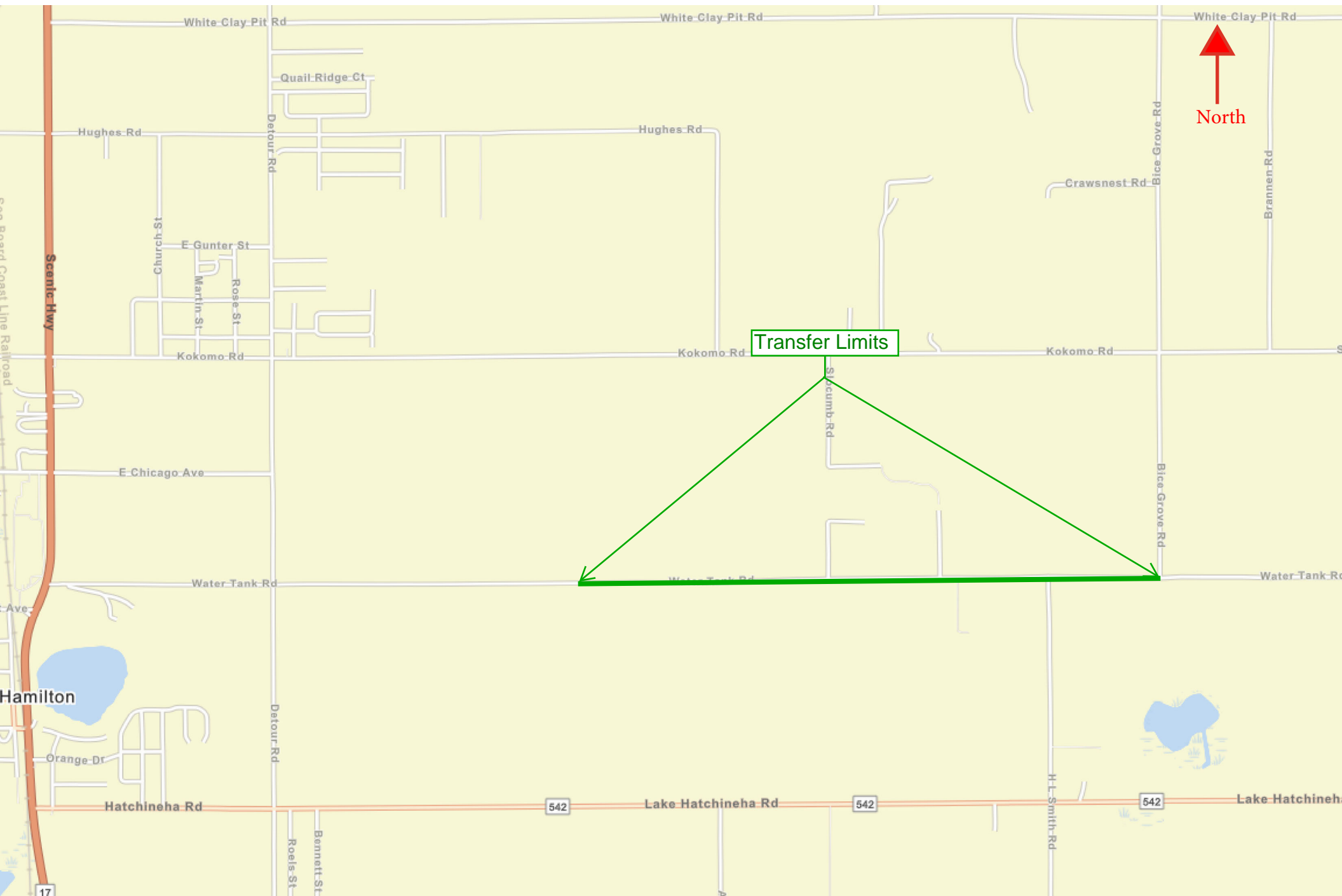
Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

(Seal)



Sections 14 and 15, Township 28 South, Range 27 East

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF LAKE HAMILTON, FLORIDA

and

POLK COUNTY, FLORIDA

FOR A PORTION OF WATER TANK ROAD FROM THE EAST LINE OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, EAST TO THE WEST RIGHT-OF-WAY LINE OF BICE GROVE ROAD, LAKE HAMILTON, FLORIDA.

This is an Agreement by and between the Town of Lake Hamilton, a municipal corporation of the State of Florida (TOWN), 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, Water Tank Road, an Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested and POLK has agreed to the transfer a portion of Water Tank Road from the east line of the West 1/2 of Section 15, Township 28 South, Range 27 East, east to the west right-of-way line of Bice Grove Road, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; 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 TOWN 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:

A portion of Water Tank Road from the east line of the West 1/2 of Section 15, Township 28 South, Range 27 East (as recorded in OR Book 12365 at Pages 1349 through 1353), east to the west right-of-way line of Bice Grove Road.

Including, but not limited to those parts of the rights-of-ways for a portion of Water Tank Road that lies within the above-described corridor, as depicted, or described in the following documents: A portion of the Maintained Right-of-Way as depicted on Map Book 4, Pages 60 through 70, any Plats and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida.

All lying and being in Sections 14 and 15, Township 28 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 TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN 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 Town of Lake Hamilton Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, 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 Town'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 TOWN.

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 Town of Lake Hamilton has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the 6 day of August, 2024.

ATTEST:

TOWN OF LAKE HAMILTON

By: 

Jacqueline Borja, Town Clerk

By: 

Marlene Wagner, Mayor

This 6 day of August, 2024

Reviewed as to form and legality


Anthony Sabatini, Interim Town Attorney

9-3-24
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 _____, 2024.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

W.C. Braswell, Chairman

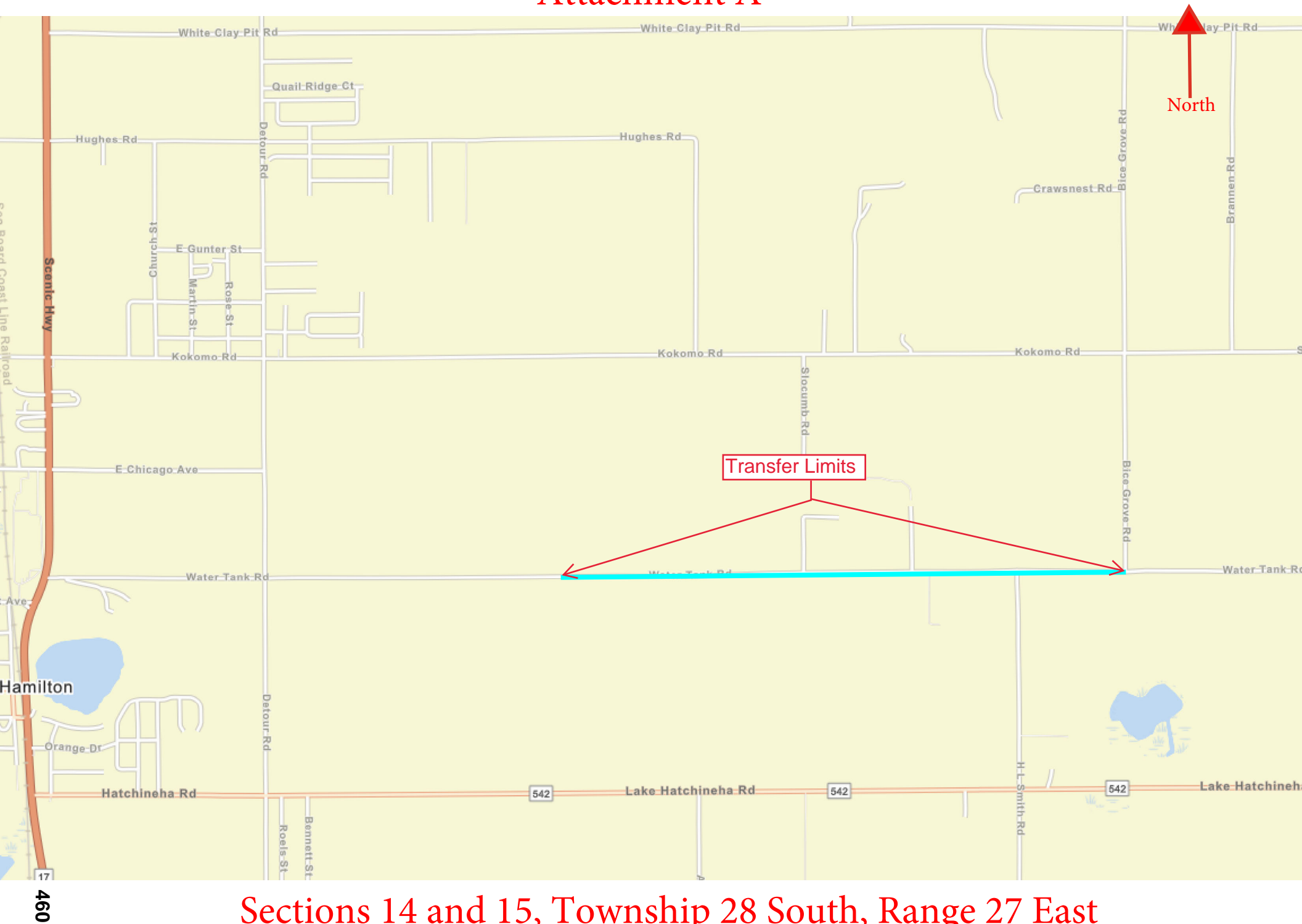
This ____ day of _____, 2024

Reviewed as to form and legality

County Attorney's Office

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Attachment A



Sections 14 and 15, Township 28 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: A portion of Water Tank Road

COUNTY DEED

THIS DEED, made this 1st day of October, 2024 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF LAKE HAMILTON**, a Florida Municipal Corporation, whose address is, 100 Smith Avenue, Lake Hamilton, Florida 33851, 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:

A portion of Water Tank Road from the east line of the West 1/2 of Section 15, Township 28 South, Range 27 East (as recorded in OR Book 12365 at Pages 1349 through 1353), east to the west right-of-way line of Bice Grove Road.

Including, but not limited to those parts of the rights-of-ways for a portion of Water Tank Road that lies within the above-described corridor, as depicted, or described in the following documents: A portion of the Maintained Right-of-Way as depicted on Map Book 4, Pages 60 through 70, any Plats and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida.

All lying and being in Sections 14 and 15, Township 28 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

By: _____
Deputy Clerk

GRANTOR:

Polk County, Florida

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

(Seal)



Polk County
Board of County Commissioners

Agenda Item R.28.

10/1/2024

SUBJECT

Approve Agreements for Transfer of Public Roads between the City of Winter Haven and Polk County for portions of Lake Eloise Drive West and Shell Road and authorize County Deeds for the rights-of-way associated therewith. (No fiscal impact)

DESCRIPTION

Lake Eloise Drive West which runs from Eloise Loop Road to Avenue “Z” SE and Shell Road which runs from Lake Eloise Road West to Croton Road are county-maintained roads which are both classified as urban collector roadways. The portion of Lake Eloise Drive West from a point just to the north of its intersection with Eloise Loop Road northward to a point just to the north of its intersection with Shell Road and the portion of Shell Road from its intersection with Lake Eloise Drive West to a point approximately 670 feet to the west thereof, which lie within and/or adjacent to the municipal limits of the City of Winter Haven (“City”), are proposed to be transferred to the City in conjunction with proposed development adjacent to the subject portions of the roadways.

Florida Statutes allow for the transfer of public roads between jurisdictions by mutual agreement of the affected governments and a conveyance of the associated rights-of-way by deed. The City has reviewed and approved, at its meeting held September 23, 2024, Agreements for Transfer of Public Roads for the transfer of the subject road portions and has agreed to accept County Deeds for the associated rights-of-way. Approving said Agreements and authorizing the County Deeds to the City for the associated rights-of-way will transfer ownership of the subject road portions and will remove those portions from the County’s Road inventory thereby allowing the County to cease maintenance and future liability responsibilities associated with them.

RECOMMENDATION

Request Board approve the aforementioned Agreements for Transfer of Public Roads and authorize the County Deeds to the City for the rights-of-way associated therewith.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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

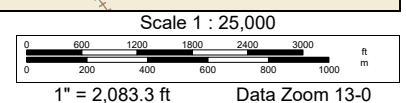
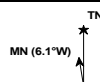


SECTIONS 03, 04 & 09, TOWNSHIP 29 SOUTH, RANGE 26 EAST

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www.delorme.com



AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF WINTER HAVEN, FLORIDA

and

POLK COUNTY, FLORIDA

**A PORTION OF LAKE ELOISE DRIVE WEST FROM NORTH OF THE NEWLY
CONSTRUCTED ROUND ABOUT, NORTH TO SHELL ROAD AT ITS CURVE TO
THE NORTHEAST, IN WINTER HAVEN, FLORIDA.**

This is an Agreement by and between the City of Winter Haven, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, a portion of LAKE ELOISE DRIVE WEST (hereinafter known as the ROAD) is a Urban Collector 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 the ROAD from north of the newly constructed Round About, north to Shell Road at its curve to the northeast, 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 “B”, and more particularly described as:

See Attachment “A”

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 Winter Haven Road System, and all jurisdiction over the road and the
responsibility for operation and maintenance of the road and associated infrastructure will be
with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the
ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of
liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign
immunity defense and /or defenses available under application Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Winter Haven has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the _____ day of _____, 2024.

ATTEST:
Vanessa Castillo, Clerk

CITY OF WINTER HAVEN

By: _____
City Clerk

By: _____
Nathanial J. Birdsong, Jr, Mayor

This ____ day of _____, 2024

Reviewed as to form and legality

Frederick J. Murphy, 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, as authorized to execute the same by Board action on the _____ day of _____, 2024.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

W.C. Braswell, Chairman

This ____ day of _____, 2024

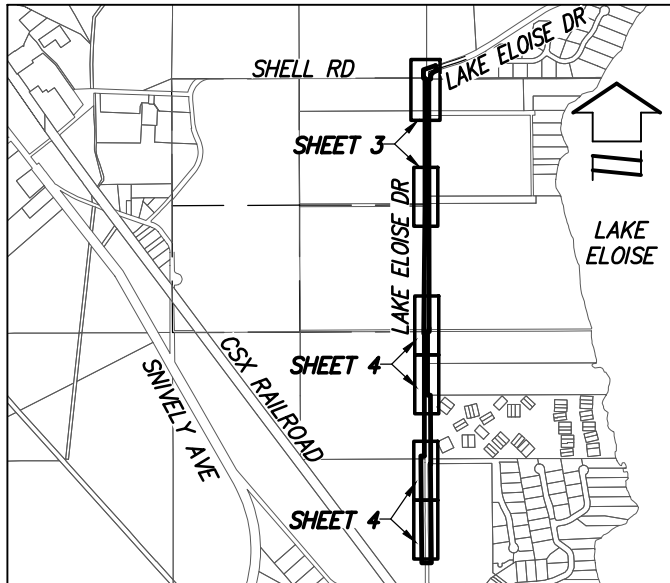
Reviewed as to form and legality

County Attorney's Office

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ATTACHMENT "A"

Sheet 1



VICINITY MAP
NOT TO SCALE

LEGEND:

PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	A	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION
PG(S)	PAGE(S)	P.O.B.	POINT OF BEGINNING

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 26 EAST, AS BEING S89°49'14"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 04/12/2023 PER FAC 5J-17.062(2).

WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

DATE

SHEET 1 OF 5

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**WEST LAKE ELOISE DRIVE
CONVEYED**

SECTIONS 4 & 9, TOWNSHIP 24 SOUTH, RANGE 26 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**FORESTAR REAL
ESTATE GROUP**

DATE: 04/11/23
REV DATE:
SCALE 1" = 100'

PROJ: 50155783
DRAWN BY: WS
CHECKED BY: WPH

ATTACHMENT "A"

Sheet 2

LEGAL DESCRIPTION:

THAT PORTION OF THE WEST LAKE ELOISE DRIVE, RECORDED IN MAP BOOK 2, PAGE(S) 306-308 OF THE PUBLIC RECORD OF POLK COUNTY, FLORIDA LOCATED IN SECTIONS 4 & 9, TOWNSHIP 29 SOUTH, RANGE 26 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN S89°49'14"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE OF SAID SECTION 4, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE, S89°49'14"W, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N00°50'00"W, A DISTANCE OF 87.54 FEET; THENCE N71°24'48"E, A DISTANCE OF 135.18 FEET; THENCE S16°56'11"E, A DISTANCE OF 54.56 FEET; THENCE S73°03'49"W, A DISTANCE OF 19.16 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 46°10'11", A CHORD BEARING OF S49°20'35"W AND A CHORD DISTANCE OF 65.09 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.88 FEET TO THE END OF SAID CURVE; THENCE S00°13'14"W, A DISTANCE OF 40.29 FEET; THENCE S89°59'46"W, A DISTANCE OF 19.88 FEET TO A POINT ON THE EAST MAINTAINED RIGHT OF WAY LINE OF SAID WEST LAKE ELOISE DRIVE; THENCE ALONG THE EAST MAINTAINED RIGHT OF WAY LINE OF WEST LAKE ELOISE DRIVE, THE FOLLOWING (10) TEN COURSES AND DISTANCES; S00°06'01"E, A DISTANCE OF 331.88 FEET; THENCE S00°06'08"E, A DISTANCE OF 50.00 FEET; THENCE S00°06'02"E, A DISTANCE OF 2247.53 FEET; THENCE S89°49'55"W, A DISTANCE OF 15.73 FEET; THENCE S00°19'43"E, A DISTANCE OF 69.70 FEET; THENCE S00°00'41"W, A DISTANCE OF 200.00 FEET; THENCE S00°01'02"E, A DISTANCE OF 200.00 FEET; THENCE S00°09'17"W, A DISTANCE OF 193.00 FEET; THENCE N89°47'32"E, A DISTANCE OF 28.68 FEET; THENCE S00°15'00"E, A DISTANCE OF 712.70 FEET TO A POINT ON THE NORTH LINE OF HARMONY ON LAKE ELOISE, PHASE 1, PART B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 196, PAGE(S) 45 THROUGH 48 OF THE PUBLIC RECORDS OF POLK COUNTY ; THENCE ALONG THE NORTH AND EAST LINE OF SAID HARMONY ON LAKE ELOISE, PHASE 1, PART B FOR THE FOLLOWING (2) TWO COURSES AND DISTANCES: S89°47'55"W, A DISTANCE OF 1.41 FEET; THENCE S00°29'10"E, A DISTANCE OF 1032.33 FEET; THENCE DEPARTING SAID SAID EAST LINE, RUN S89°30'50"W, A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST LINE OF HARMONY ON LAKE ELOISE, PHASE 1, PART A; THENCE N00°29'10"W, ALONG THE WEST LINE OF HARMONY ON LAKE ELOISE, PHASE 1, PART A, A DISTANCE OF 1114.05 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°10'47"E, A DISTANCE OF 36.45 FEET TO A POINT ON THE WEST MAINTAINED RIGHT OF WAY LINE OF WEST LAKE ELOISE DRIVE, THE FOLLOWING (8) EIGHT COURSES AND DISTANCES; N00°00'04"E, A DISTANCE OF 824.05 FEET; THENCE N00°14'26"E, A DISTANCE OF 200.01 FEET; THENCE N00°02'24"E, A DISTANCE OF 200.00 FEET; THENCE N00°14'47"W, A DISTANCE OF 49.72 FEET; THENCE S89°47'47"W, A DISTANCE OF 6.28 FEET; THENCE N00°33'02"E, A DISTANCE OF 1324.77 FEET; THENCE N00°06'26"W, A DISTANCE OF 30.00 FEET; THENCE N00°05'34"W, A DISTANCE OF 1304.80 FEET TO THE POINT OF BEGINNING.

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SHEET 2 OF 5

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

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—OF—

**WEST LAKE ELOISE DRIVE
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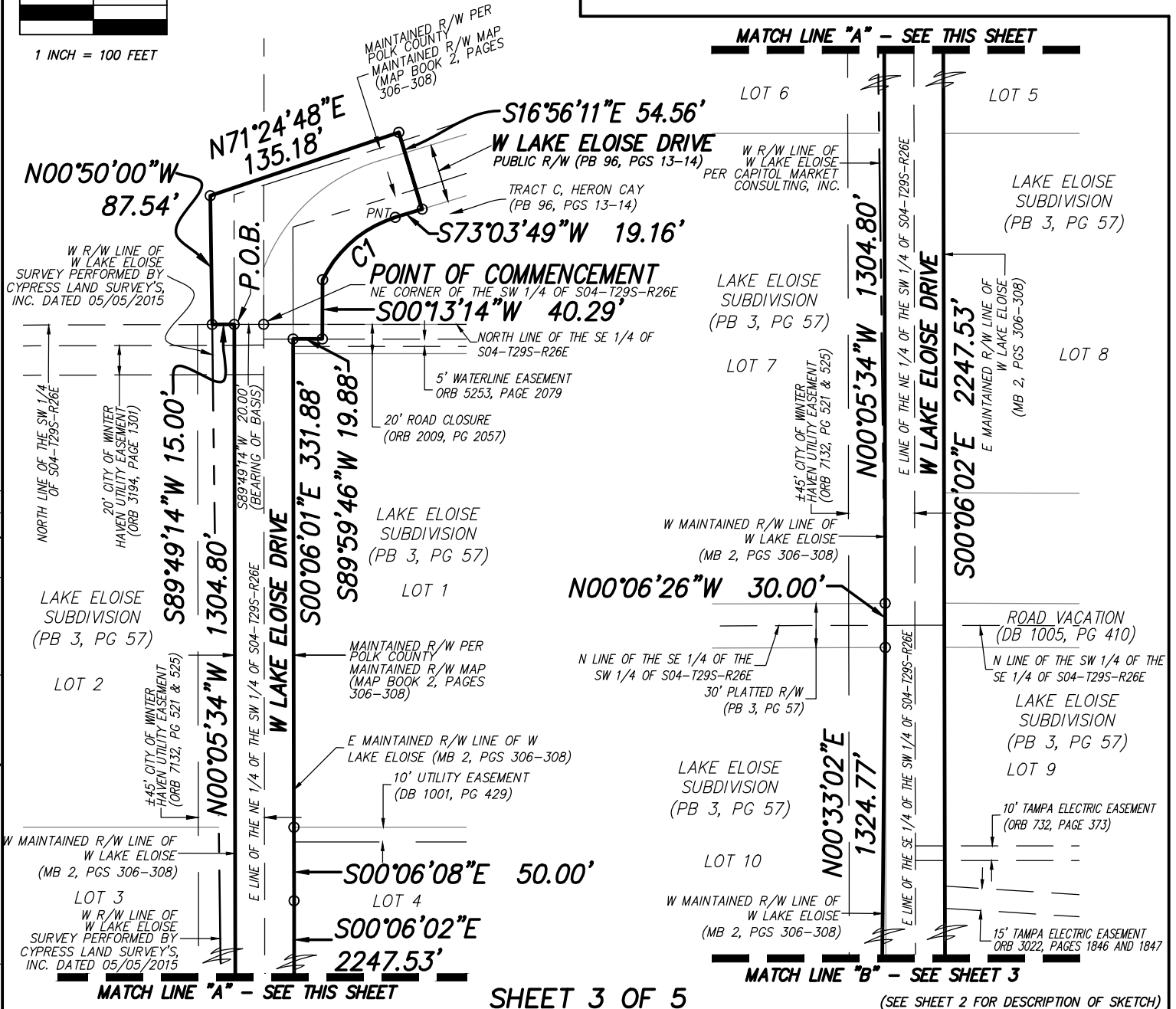
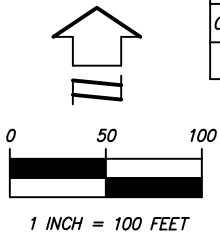
**FORESTAR REAL
ESTATE GROUP**

DATE: 04/11/23
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ATTACHMENT "A"
Sheet 3

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	66.88'	83.00	46°10'11"	65.09'	S49°20'35"W



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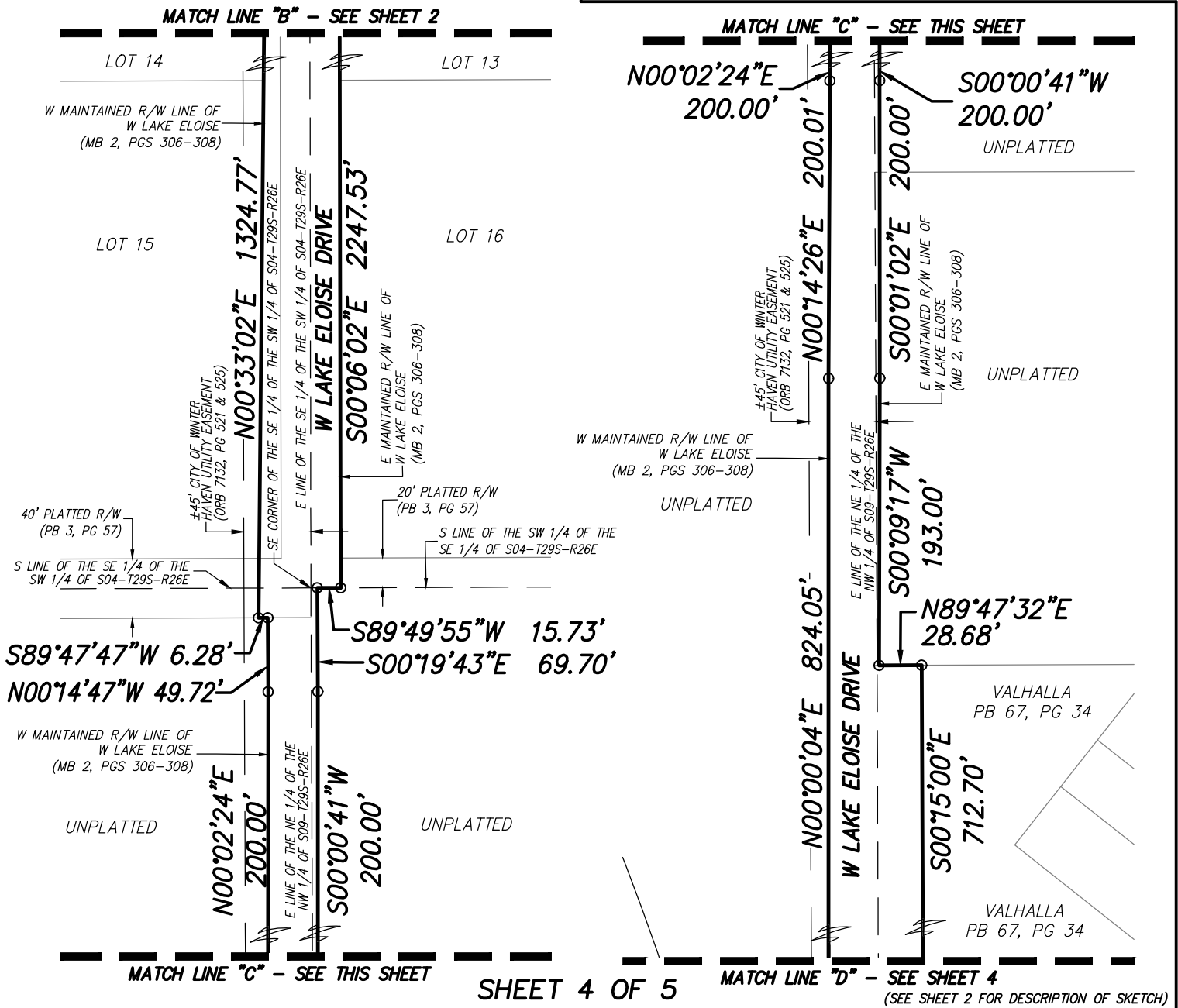
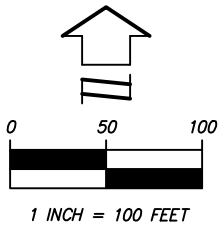
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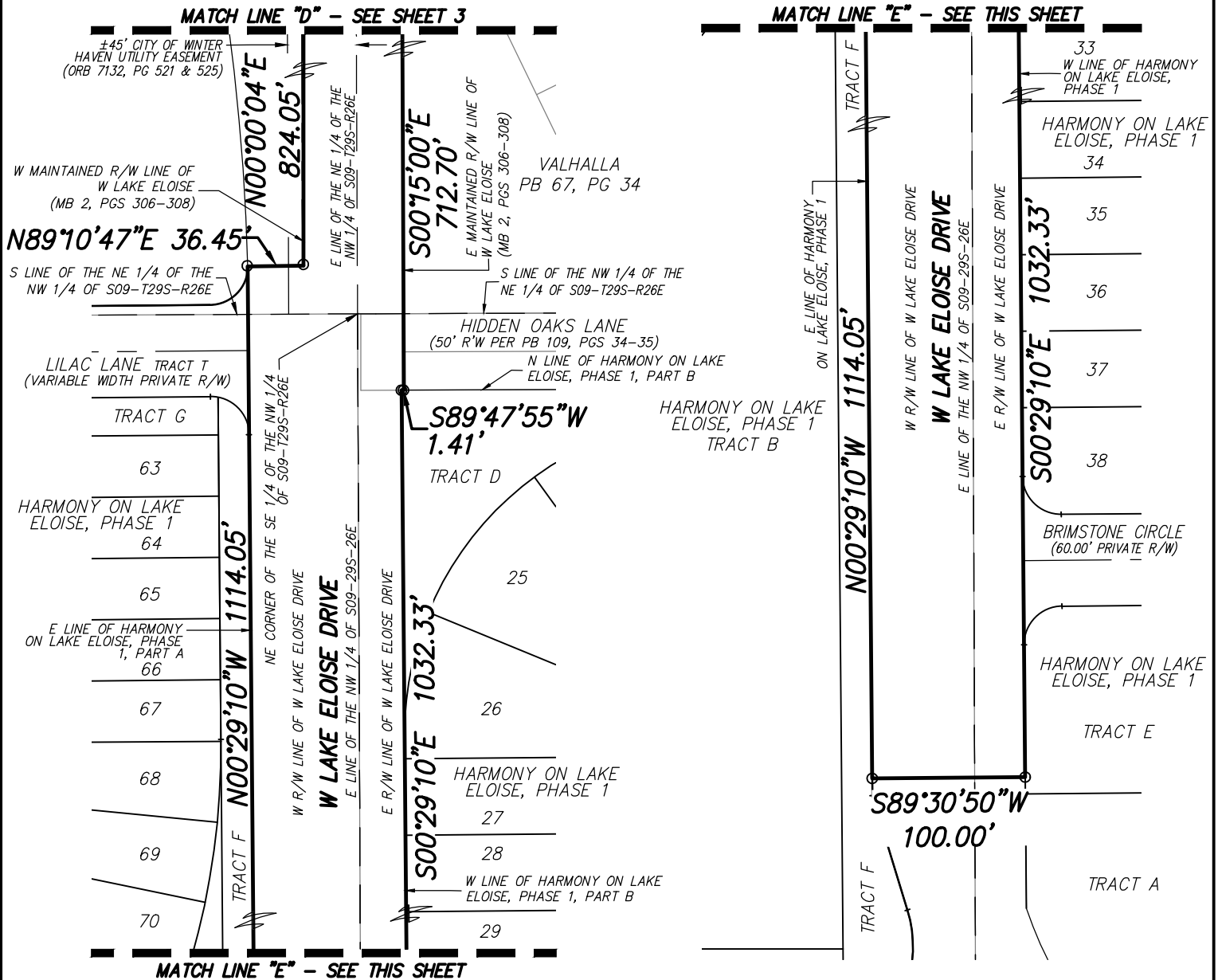
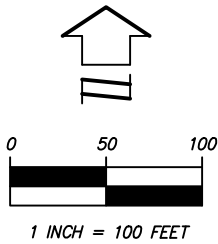
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Sheet 5



SHEET 5 OF 5

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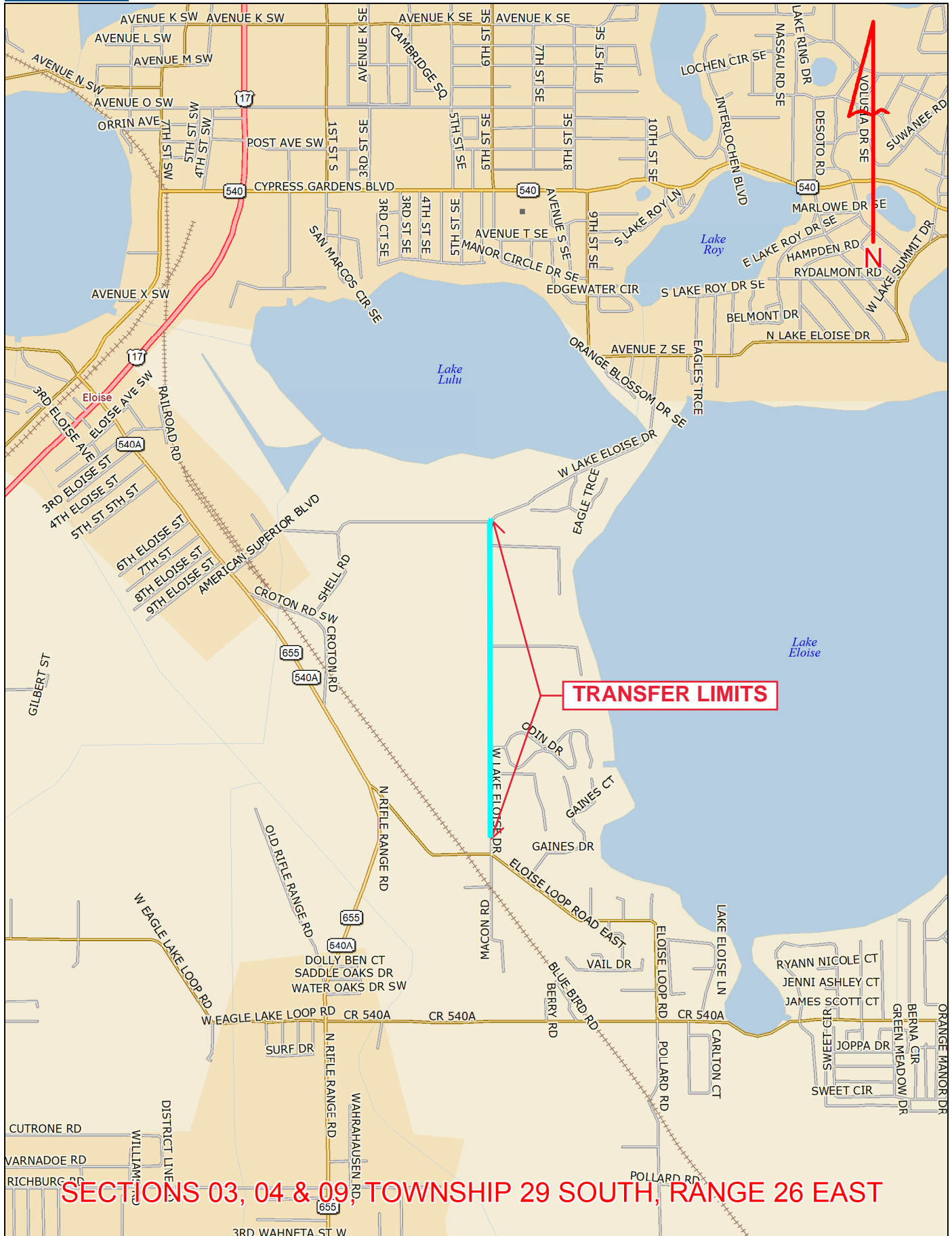
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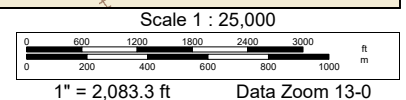
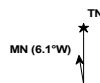


SECTIONS 03, 04 & 09, TOWNSHIP 29 SOUTH, RANGE 26 EAST

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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: Chris Peterson
Road Transfer: Portion of Lake Eloise Drive West

COUNTY DEED

THIS DEED, made this 1st day of October, 2024 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF WINTER HAVEN**, a Florida Municipal Corporation, whose address is, P.O. Box 2277, Winter Haven, FL 33883-2277, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

SEE ATTACHMENT "A"

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for that portion of the public road as described in ATTACHMENT "A".

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:

GRANTOR:

Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

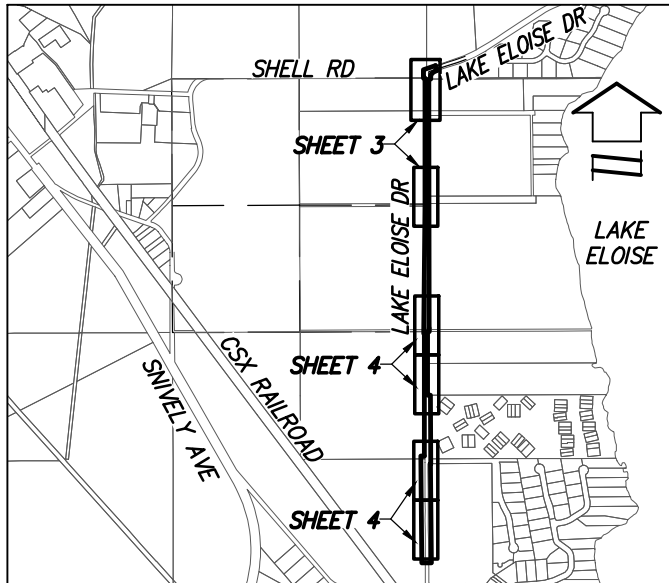
By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

(Seal)

ATTACHMENT "A"

Sheet 1



VICINITY MAP
NOT TO SCALE

LEGEND:

PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	A	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION
PG(S)	PAGE(S)	P.O.B.	POINT OF BEGINNING

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 26 EAST, AS BEING S89°49'14"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 04/12/2023 PER FAC 5J-17.062(2).

WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

DATE

SHEET 1 OF 5

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

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**WEST LAKE ELOISE DRIVE
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SECTIONS 4 & 9, TOWNSHIP 24 SOUTH, RANGE 26 EAST

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ATTACHMENT "A"

Sheet 2

LEGAL DESCRIPTION:

THAT PORTION OF THE WEST LAKE ELOISE DRIVE, RECORDED IN MAP BOOK 2, PAGE(S) 306-308 OF THE PUBLIC RECORD OF POLK COUNTY, FLORIDA LOCATED IN SECTIONS 4 & 9, TOWNSHIP 29 SOUTH, RANGE 26 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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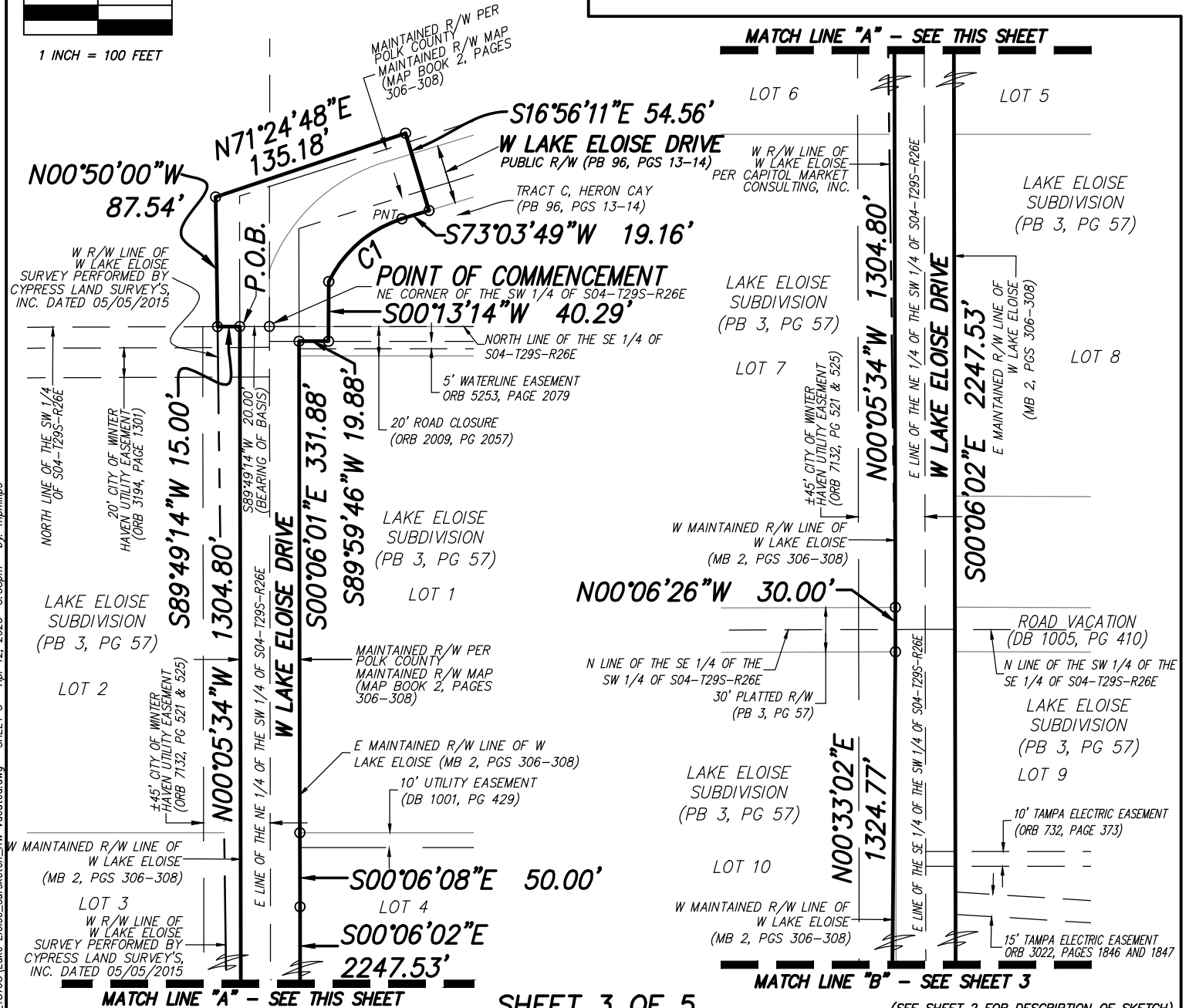
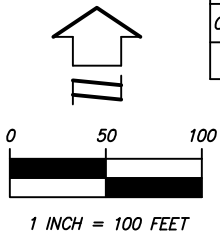
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Sheet 3

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
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SHEET 3 OF 5

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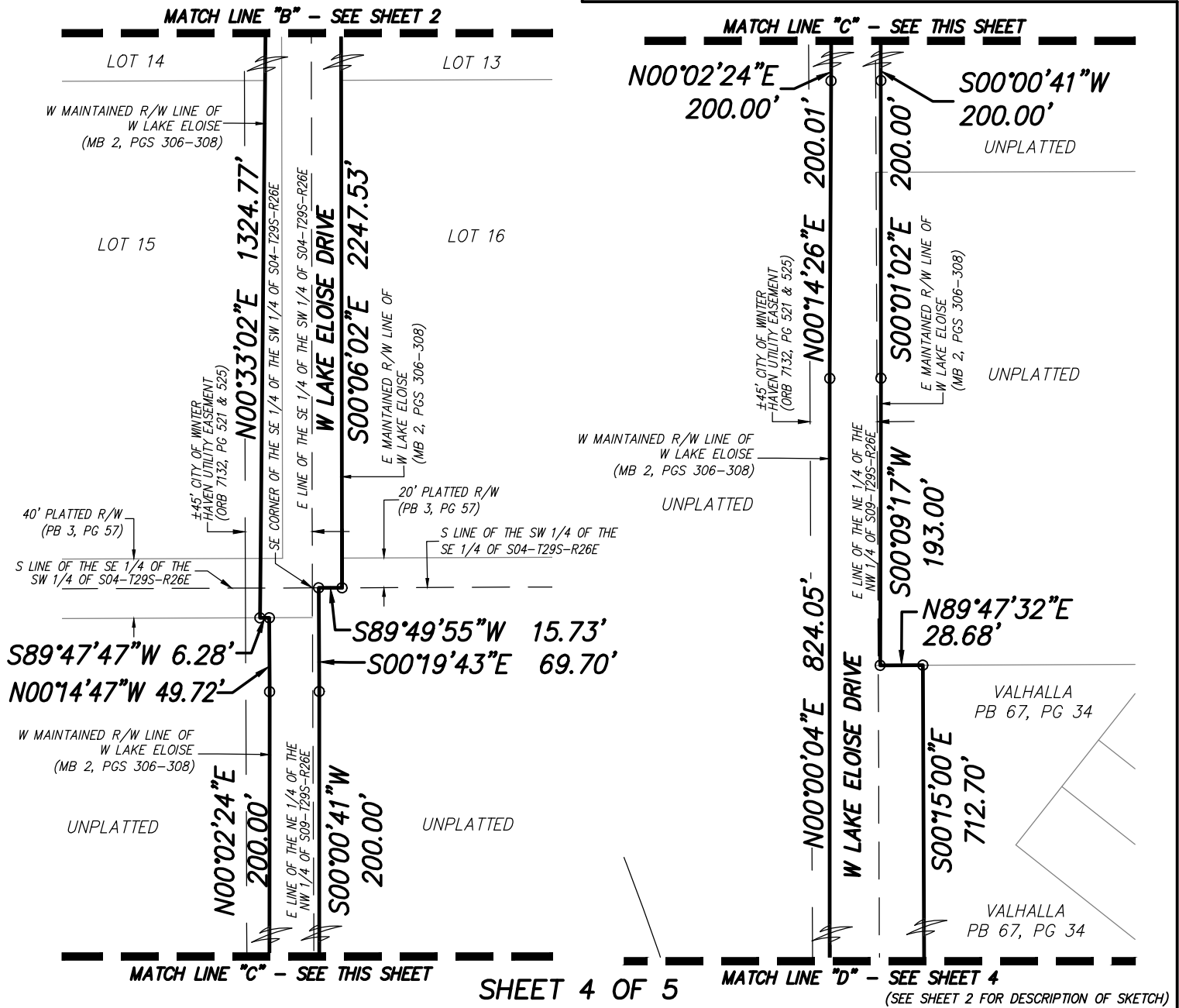
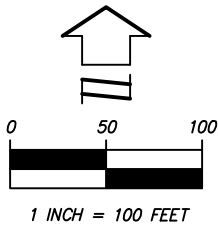
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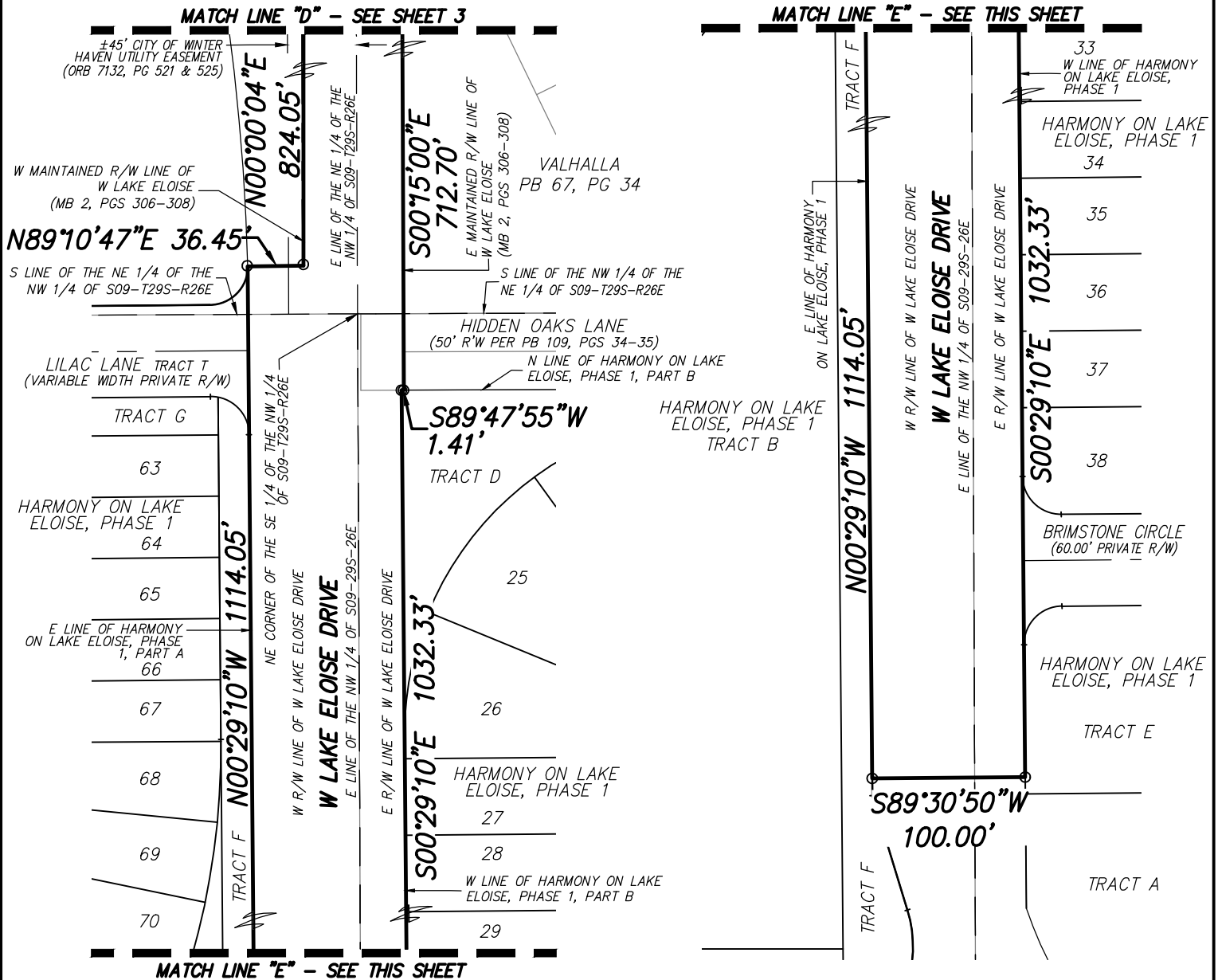
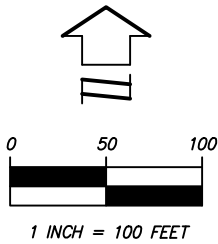
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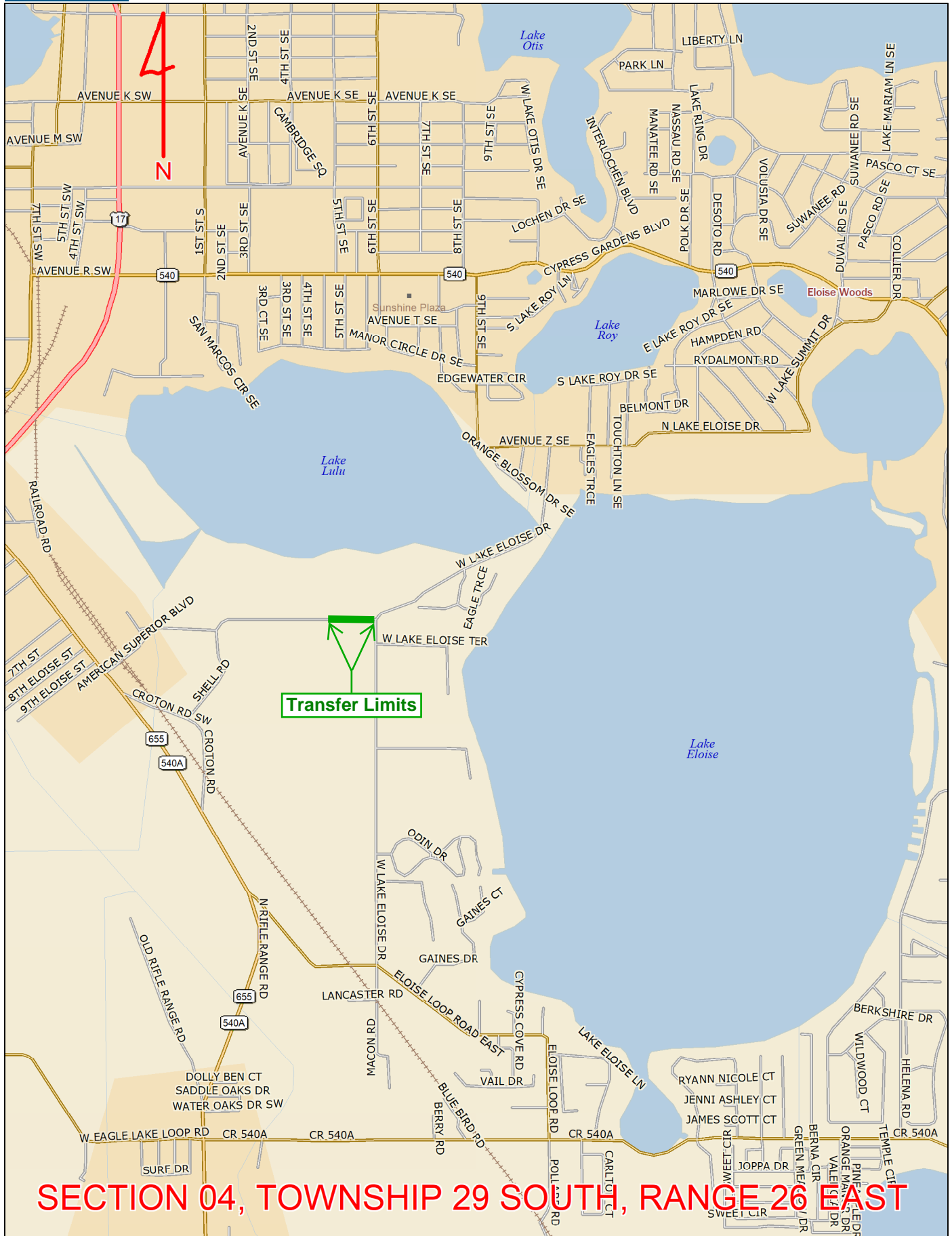


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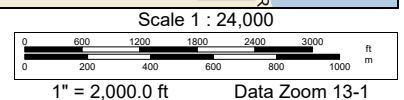
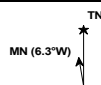
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AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF WINTER HAVEN, FLORIDA

and

POLK COUNTY, FLORIDA

**A PORTION OF SHELL ROAD FROM LAKE ELOISE DRIVE WEST, WESTERLY
APPROXIMATELY 670 FEET, IN WINTER HAVEN, FLORIDA.**

This is an Agreement by and between the City of Winter Haven, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, a portion of SHELL ROAD (hereinafter known as the ROAD) is a Urban Collector 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 the ROAD from Lake Eloise Drive West, westerly approximately 670 feet, 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 “B”, and more particularly described as:

Attachment “A”

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 Winter Haven Road System, and all jurisdiction over the road and the
responsibility for operation and maintenance of the road and associated infrastructure will be
with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the
ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of
liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign
immunity defense and /or defenses available under application Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Winter Haven has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the _____ day of _____, 2024.

ATTEST:
Vanessa Castillo, Clerk

CITY OF WINTER HAVEN

By: _____
City Clerk

By: _____
Nathanial J. Birdsong, Jr, Mayor

This ____ day of _____, 2024

Reviewed as to form and legality

Frederick J. Murphy, Jr., City Attorney Date

Remainder of Page Intentionally Left Blank

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, as authorized to execute the same by Board action on the _____ day of _____, 2024.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

W.C. Braswell, Chairman

This ____ day of _____, 2024

Reviewed as to form and legality

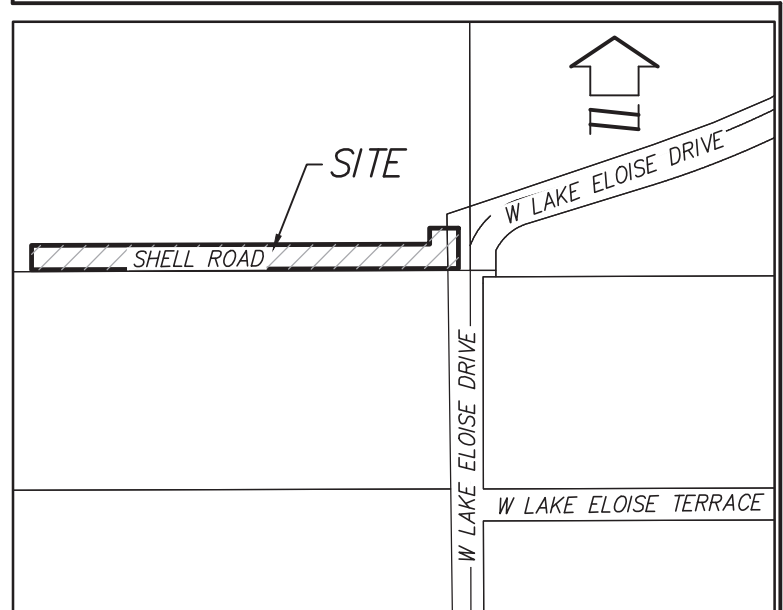
County Attorney's Office

Remainder of Page Intentionally Left Blank

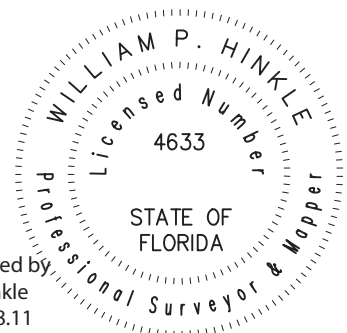
ATTACHMENT "A" Sheet 1 of 3

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 26 EAST, AS BEING S89°49'26"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 08/11/2023 PER FAC 5J-17.062(2).



VICINITY MAP
(NOT TO SCALE)



**William
P Hinkle**

Digitally signed by
William P Hinkle
Date: 2023.08.11
11:09:06 -04'00'

WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633

DATE

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

SHELL ROAD RIGHT OF WAY SWAP PARCEL

SECTION 4, TOWNSHIP 29 SOUTH,
RANGE 26 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**FORESTAR REAL
ESTATE GROUP**

DATE: 08/11/23
REV DATE:
SCALE: 1" = N/A

PROJ: 50155783
DRAWN BY: SCC
CHECKED BY: MHF

487

ATTACHMENT "A" Sheet 2 of 3

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN S89°49'26"W ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 19.98 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S89°49'26"W ALONG SAID NORTH LINE, A DISTANCE OF 667.06 FEET; THENCE DEPARTING SAID NORTH LINE RUN N00°06'02"W 38.00 FEET; THENCE RUN N89°49'26"E, A DISTANCE OF 622.23 FEET; THENCE RUN N00°06'02"W, A DISTANCE OF 24.95 FEET; THENCE RUN N89°49'26"E, A DISTANCE OF 44.83 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF WEST LAKE ELOISE DRIVE, (A COUNTY MAINTAINED RIGHT OF WAY) AS RECORDED IN RIGHT OF WAY MAP BOOK 2, PAGES 306 THROUGH 308 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THENCE RUN S00°06'02"E ALONG THE SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 62.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 26,467 SQUARE FEET OR 0.60 ACRES OF LAND, MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

SHELL ROAD RIGHT OF WAY SWAP PARCEL

SECTION 4, TOWNSHIP 29 SOUTH,
RANGE 26 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**FORESTAR REAL
ESTATE GROUP**

DATE: 08/11/23
REV DATE:
SCALE: 1" = N/A

PROJ: 50155783
DRAWN BY: SCC
CHECKED BY: MHF

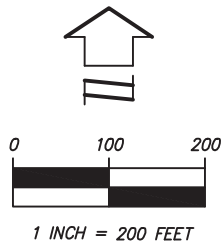
488

Drawing name: S:\Lake Eloise - Winter Haven\DWG-Civil 3D\East Shell Rd rw_sursketch.dwg DEW desc. & sketch Sheet 2 Aug 11, 2023 9:42am by: scline

ATTACHMENT "A" Sheet 3 of 3

LEGEND:

R/W	RIGHT OF WAY
PB	PLAT BOOK
PGS	PAGES
SF	SQUARE FEET
IPC	IRON PIN AND CAP
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
LB	LICENSED BUSINESS
ID	IDENTIFICATION
PID	PARCEL IDENTIFICATION
IR	IRON ROD
CM	CONCRETE MONUMENT
MP	MAP BOOK
—	LINE BREAK
○	CONCRETE MONUMENT
○	IRON PIN AND CAP
○	CHANGE IN DIRECTION



PID# 262904000000032000
OWNER: GST MARITAL TRUST

COUNTY MAINTAINED R/W PER POLK COUNTY MAINTAINED R/W MAP (MP 2, PGS 306-308)

40.00' PLATTED R/W PER HERON CAY (PB 96, PGS 13-14)

NE CORNER OF THE NW
1/4 OF THE SW 1/4 OF
SECTION 4-T29S-R26E
FOUND 4"x4" CM WITH
5/8" IR (NO ID)

EXISTING SHELL ROAD
(PAVED ROAD)

TRACT C
HERON CAY
(PB 96, PGS 13-14)

NORTH LINE OF THE SW 1/4
OF THE SE 1/4
SECTION 4-T29S-R26E

S89°46'26"W 1328.04'
(BASIS OF BEARING)

SWAP PARCEL
26,467 SF/0.60 ACRES
(HATCHED AREA)

P.O.B.
20'

P.O.C.

NE CORNER OF THE
SW 1/4 OF SECTION
4-T29S-R26E
FOUND 1-1/4" IPC
(LB 7745)

PID# 262904664000000020
OWNER: FORESTAR USA REAL ESTATE GROUP, INC.

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°49'26"W	19.98'
L2	S89°49'26"W	667.06'
L3	N00°06'02"W	38.00'
L4	N89°49'26"E	622.23'
L5	N00°06'02"W	24.95'
L6	N89°49'26"E	44.83'
L7	S00°06'02"E	62.95'

WEST R/W LINE PER PREVIOUS
SURVEY PERFORMED BY CYPRESS
LAND SURVEYS DATED 05/05/2015

WEST R/W LINE (MP 2, PGS 306-308)

EXISTING W LAKE ELOISE DRIVE (ASPHALT ROAD)

COUNTY MAINTAINED R/W PER
POLK COUNTY MAINTAINED R/W
MAP (MP 2, PGS 306-308)

SHEET 3 OF 3

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

SHELL ROAD RIGHT OF WAY SWAP PARCEL

SECTION 4, TOWNSHIP 29 SOUTH,
RANGE 26 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

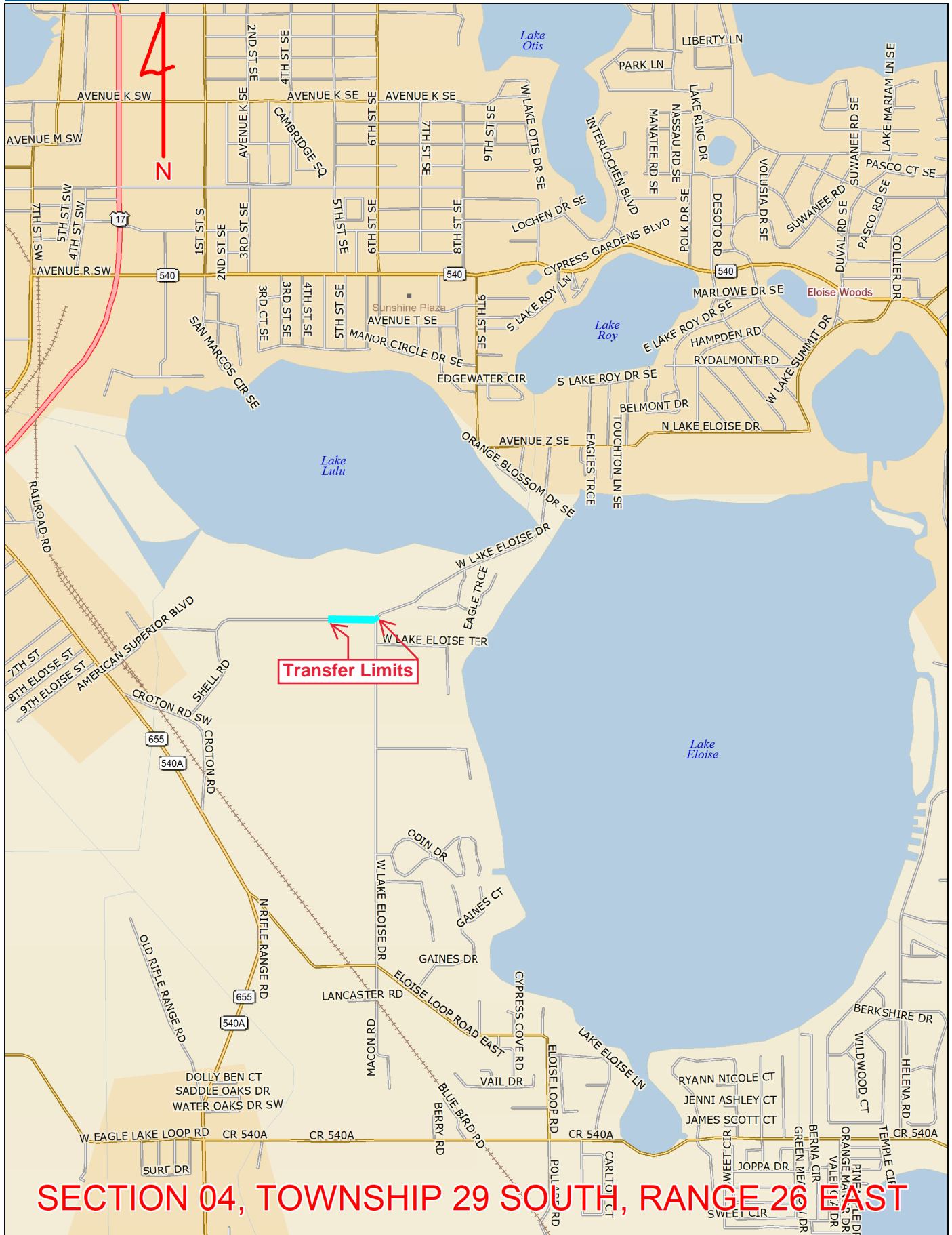
**FORESTAR REAL
ESTATE GROUP**

DATE: 08/11/23
REV DATE:
SCALE: 1" = 200'

PROJ: 50155783
DRAWN BY: SCC
CHECKED BY: MHF

489

ATTACHMENT "B"

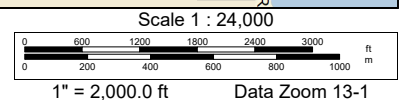


SECTION 04, TOWNSHIP 29 SOUTH, RANGE 26 EAST

Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2010.

www.delorme.com



This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Chris Peterson
Road Transfer: Portion of Shell Road

COUNTY DEED

THIS DEED, made this _____ day of _____, 2024 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF WINTER HAVEN**, a Florida Municipal Corporation, whose address is, P.O. Box 2277, Winter Haven, FL 33883-2277, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

SEE ATTACHMENT "A"

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for that portion of the public road as described in ATTACHMENT "A".

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:

GRANTOR:

Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

By: _____
Deputy Clerk

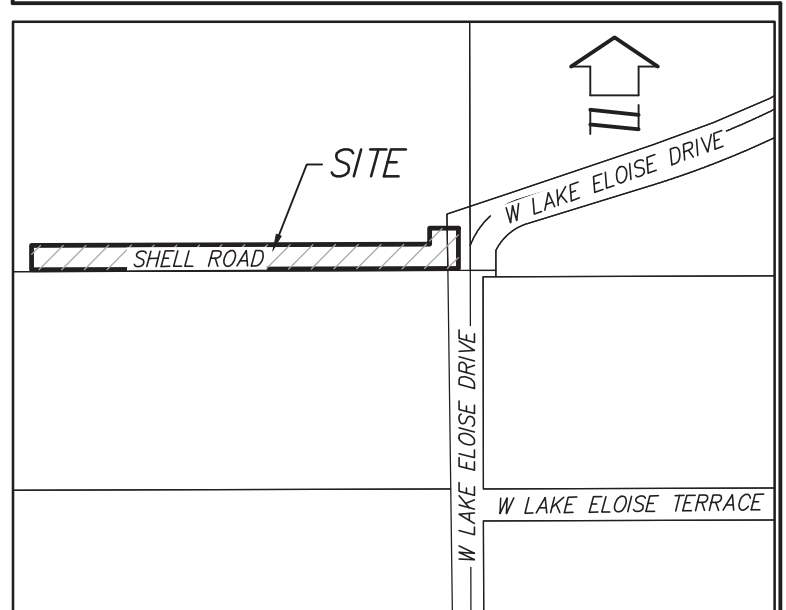
By: _____
W.C. Braswell, Chairman
Board of County Commissioners

(Seal)

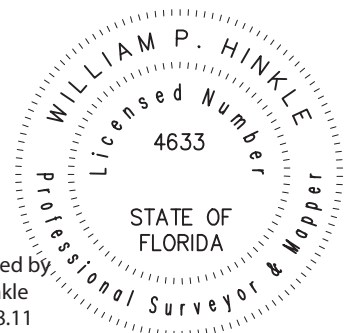
ATTACHMENT "A" Sheet 1 of 3

SURVEY NOTES:

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3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 08/11/2023 PER FAC 5J-17.062(2).



VICINITY MAP
(NOT TO SCALE)



**William
P Hinkle**

Digitally signed by
William P Hinkle
Date: 2023.08.11
11:09:06 -04'00'

WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633

DATE

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

SHELL ROAD RIGHT OF WAY SWAP PARCEL

SECTION 4, TOWNSHIP 29 SOUTH,
RANGE 26 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**FORESTAR REAL
ESTATE GROUP**

DATE: 08/11/23
REV DATE:
SCALE: 1" = N/A

PROJ: 50155783
DRAWN BY: SCC
CHECKED BY: MHF

492

ATTACHMENT "A" Sheet 2 of 3

LEGAL DESCRIPTION:

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SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

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SHELL ROAD RIGHT OF WAY SWAP PARCEL

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RANGE 26 EAST

POLK COUNTY

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Dewberry

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PREPARED FOR:

**FORESTAR REAL
ESTATE GROUP**

DATE: 08/11/23
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PROJ: 50155783
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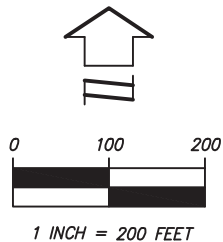
493

Drawing name: S:\Lake Eloise- Winter Haven\DWG-Civil 3D\East Shell Rd rw_sursketch.dwg DEW desc. & sketch Sheet 2 Aug 11, 2023 9:42am by: scline

ATTACHMENT "A" Sheet 3 of 3

LEGEND:

R/W	RIGHT OF WAY
PB	PLAT BOOK
PGS	PAGES
SF	SQUARE FEET
IPC	IRON PIN AND CAP
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
LB	LICENSED BUSINESS
ID	IDENTIFICATION
PID	PARCEL IDENTIFICATION
IR	IRON ROD
CM	CONCRETE MONUMENT
MP	MAP BOOK
—	LINE BREAK
○	CONCRETE MONUMENT
○	IRON PIN AND CAP
○	CHANGE IN DIRECTION



PID# 262904000000032000
OWNER: GST MARITAL TRUST

COUNTY MAINTAINED R/W PER POLK COUNTY MAINTAINED R/W MAP (MP 2, PGS 306-308)

40.00' PLATTED R/W PER HERON CAY (PB 96, PGS 13-14)

NE CORNER OF THE NW
1/4 OF THE SW 1/4 OF
SECTION 4-T29S-R26E
FOUND 4"x4" CM WITH
5/8" IR (NO ID)

EXISTING SHELL ROAD
(PAVED ROAD)

TRACT C
HERON CAY
(PB 96, PGS 13-14)

NORTH LINE OF THE SW 1/4
OF THE SE 1/4
SECTION 4-T29S-R26E

S89°46'26"W 1328.04'
(BASIS OF BEARING)

SWAP PARCEL
26,467 SF/0.60 ACRES
(HATCHED AREA)

P.O.B.
20'

P.O.C.

NE CORNER OF THE
SW 1/4 OF SECTION
4-T29S-R26E
FOUND 1-1/4" IPC
(LB 7745)

PID# 262904664000000020
OWNER: FORESTAR USA REAL ESTATE GROUP, INC.

LINE TABLE

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L3	N00°06'02"W	38.00'
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L5	N00°06'02"W	24.95'
L6	N89°49'26"E	44.83'
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WEST R/W LINE PER PREVIOUS
SURVEY PERFORMED BY CYPRESS
LAND SURVEYS DATED 05/05/2015

WEST R/W LINE (MP 2, PGS 306-308)

EXISTING W LAKE ELOISE DRIVE (ASPHALT ROAD)

COUNTY MAINTAINED R/W PER
POLK COUNTY MAINTAINED R/W
MAP (MP 2, PGS 306-308)

SHEET 3 OF 3

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

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—OF—

SHELL ROAD RIGHT OF WAY SWAP PARCEL

SECTION 4, TOWNSHIP 29 SOUTH,
RANGE 26 EAST

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Dewberry

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**FORESTAR REAL
ESTATE GROUP**

DATE: 08/11/23
REV DATE:
SCALE: 1" = 200'

PROJ: 50155783
DRAWN BY: SCC
CHECKED BY: MHF

494



Polk County
Board of County Commissioners

Agenda Item R.29.

10/1/2024

SUBJECT

Accept instruments for additional rights-of-way along K-Ville Avenue, Ewell Road, CR 653, Gandy Cemetery Road, and H.L. Smith Road as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of a proposed developments adjacent to County roadways, the County, through its Development Review Process has requested additional right-of-way in order to bring the rights-of-way adjacent to the subject sites up to current road classification standards. The owners have executed and delivered instruments to Polk County for the additional rights-of-way.

Accepting the following instruments will give the County the right-of-way needed to upgrade the existing rights-of-way to meet current road classification standards.

1. Quit Claim Deed from English Creek Partners, LLC, a Florida limited liability company, for additional right-of-way along K-Ville Avenue, in conjunction with a proposed residential development. The subject right-of-way lies in Section 21, Township 28 South, Range 25 East.
2. Quit Claim Deed from Forestar (USA) Real Estate Group Inc., a Delaware corporation, for additional right-of-way along Ewell Road, in conjunction with a proposed residential development. The subject right-of-way lies in Section 18, Township 29 South, Range 23 East.
3. Quit Claim Deed from GE Investments of Polk, LLC, a Florida limited liability company, for additional right-of-way along County Road 653, in conjunction with a proposed residential development. The subject right-of-way lies in Section 23, Township 29 South, Range 26 East.
4. Quit Claim Deed from GE Investments of Polk, LLC, a Florida limited liability company, for additional right-of-way along Gandy Cemetery Road, in conjunction with a proposed residential development. The subject right-of-way lies in Section 35, Township 29 South, Range 25 East.
5. Quit Claim Deeds from Woodland Ranch Estates, LLC, a Florida limited liability company and Woodland Ranch Estates 3, LLC, a Florida limited liability company, for additional rights-of-way along H.L. Smith Road, in conjunction with a proposed residential development. The subject rights-of-way lies in Section 26, Township 28 South, Range 27 East.

RECOMMENDATION

Request Board accept the afore-mentioned Quit Claim Deeds.

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, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: DRC – H.L. Smith Road R/W
Woodland Ranch East

Parent Parcel ID Nos.: 272826-000000-021020/022010

QUIT CLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2024, between **WOODLAND RANCH ESTATES, LLC**, a Florida limited liability company, whose address is 4900 Dundee Road, Winter Haven, Florida 33884, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"


TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.


Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)



Witness #1
Timothy Todd

Print Name
4900 DUNDREE RD, WINTER HAVEN, FL 33884

Address



Witness #2
Brent Elliott

Print Name
4900 Dundee Rd, Winter Haven, FL 33884

Address

**WOODLAND RANCH ESTATES,
LLC, a Florida limited liability
company**

By: CENTER STATE DEVELOPMENT 2,
LLC, a Florida limited liability company,
its Manager

By: HRB LAND INVESTMENTS, LLC, a
Florida limited liability company, its
Manager

By: 

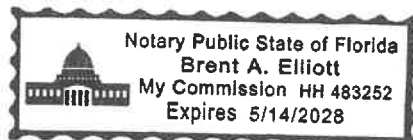
Harold R. Baxter, Manager


STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 17 day of September, 2024, by Harold R. Baxter, as
Manager of HRB Land Investments, LLC, a Florida limited liability company, as Manager of
Center State Development 2, LLC, a Florida limited liability company, as Manager of
Woodland Ranch Estates, LLC, a Florida limited liability company, on behalf of the
company, who ☒ is personally known to me or ☐ has produced
_____ as identification.

(AFFIX NOTARY SEAL)





Notary Public
Brent Elliott

Printed Name of Notary
HH 483252 5/14/2028

Commission Number and Expiration Date

LEGAL DESCRIPTION:

ADDITIONAL ROAD RIGHT-OF-WAY FOR H.L. SMITH ROAD, OVER AND ACROSS THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 89°22'25" EAST ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 17.00 FEET TO THE EAST MAINTAINED RIGHT-OF-WAY OF H.L. SMITH ROAD AS RECORDED IN MAP BOOK 4, PAGES 182-190 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE NORTH 89°22'25" EAST AND STILL ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 25.41 FEET TO A POINT WHICH LIES 40.00 FEET EAST, AS MEASURED PERPENDICULAR, FROM THE CENTERLINE OF PAVEMENT OF SAID H.L. SMITH ROAD; THENCE SOUTH 00°55'26" EAST, ALONG SAID LINE, A DISTANCE OF 1339.28 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°29'59" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 26.55 FEET TO THE AFOREMENTIONED EAST MAINTAINED RIGHT-OF-WAY OF H.L. SMITH ROAD; THENCE NORTHERLY ALONG SAID EAST MAINTAINED RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES: 1.) NORTH 00°49'57" WEST, A DISTANCE OF 30.55 FEET; THENCE 2.) NORTH 00°15'34" WEST, A DISTANCE OF 100.00 FEET; THENCE 3.) NORTH 00°49'57" WEST, A DISTANCE OF 100.00 FEET; THENCE 4.) NORTH 00°49'57" WEST, A DISTANCE OF 100.00 FEET; THENCE 5.) NORTH 00°49'57" WEST, A DISTANCE OF 100.00 FEET; THENCE 6.) NORTH 00°49'57" WEST, A DISTANCE OF 100.00 FEET; THENCE 7.) NORTH 00°49'57" WEST, A DISTANCE OF 100.00 FEET; THENCE 8.) NORTH 00°49'57" WEST, A DISTANCE OF 100.00 FEET; THENCE 9.) NORTH 00°49'57" WEST, A DISTANCE OF 100.00 FEET; THENCE 10.) NORTH 01°58'42" WEST, A DISTANCE OF 100.02 FEET; THENCE 11.) NORTH 00°49'57" WEST, A DISTANCE OF 100.00 FEET; THENCE 12.) NORTH 00°49'57" WEST, A DISTANCE OF 100.00 FEET; THENCE 13.) NORTH 00°49'57" WEST, A DISTANCE OF 100.00 FEET; THENCE 14.) NORTH 00°49'57" WEST, A DISTANCE OF 100.00 FEET; THENCE 15.) NORTH 00°49'57" WEST, A DISTANCE OF 8.67 FEET RETURNING TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 1 OF 2
EXHIBIT "A"**

THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY KENNETH W. THOMPSON, P.S.M.
AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE
OR A DIGITAL SIGNATURE AFFIXED HERETO.



6700 South Florida Avenue, Suite 1, Lakeland, Florida 33813
(863) 904-4699 - kthompson@platinumsurveying.com
**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

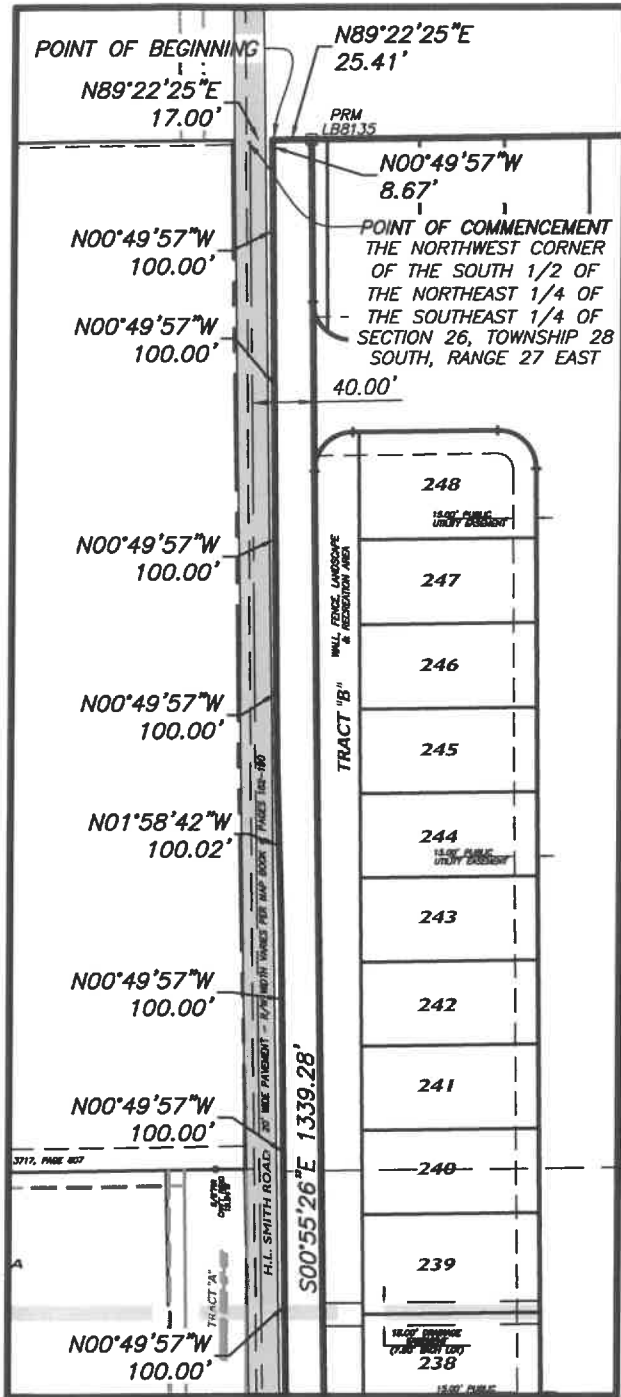
**"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"**

**Kenneth W
Thompson**

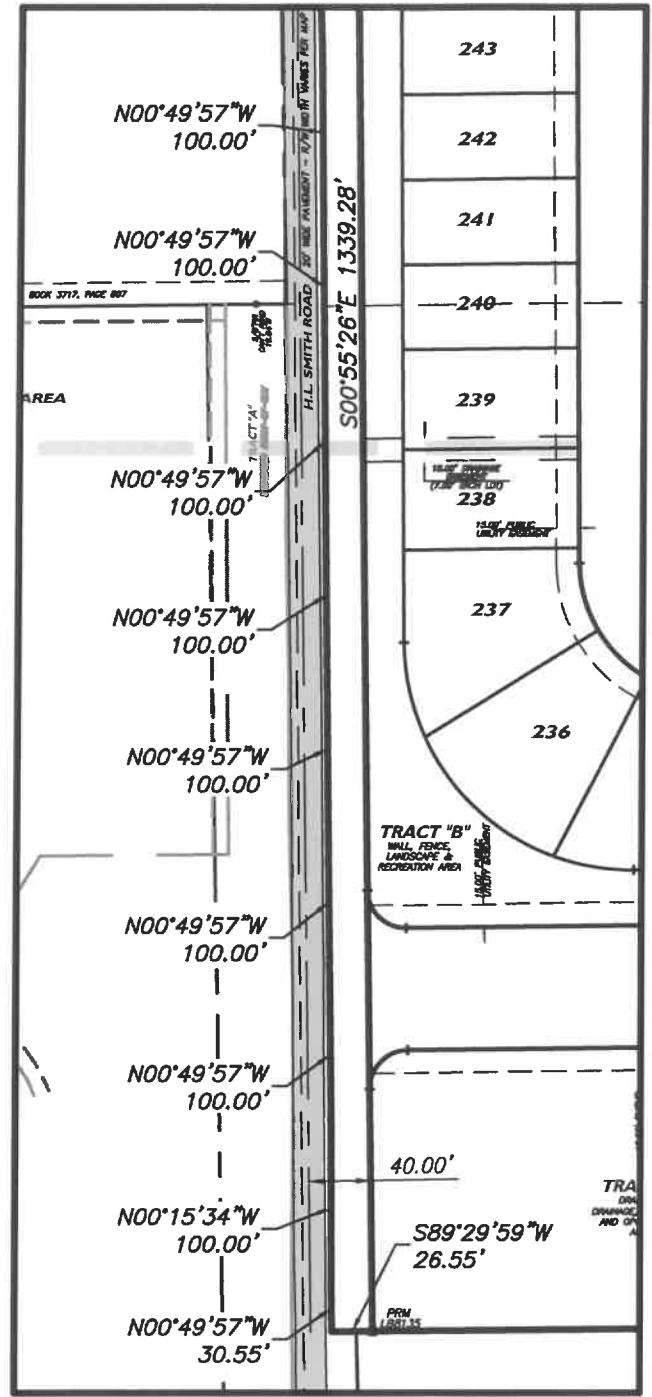
KENNETH W. THOMPSON P.L.S. #4080

Digitally signed by: Kenneth W. Thompson
DN: CN = Kenneth W. Thompson C = US
O = Platinum Surveying and Mapping
LLC
Date: 2024.09.10 08:21:30 -0000





North 1" = 120'



LEGAL DESCRIPTION AND SKETCH **NOT A BOUNDARY SURVEY** **SHEET 2 OF 2** **EXHIBIT "A"**

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



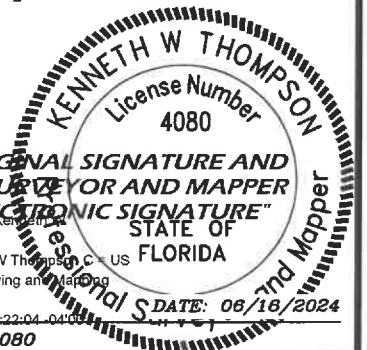
6700 South Florida Avenue, Suite 1, Lakeland, Florida 33813
 (863) 904-4699 - kthompson@platinumsurveying.com
 STATE OF FLORIDA AUTHORIZATION FOR:
 SURVEYING AND MAPPING BUSINESS - LB 8135

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"

Kenneth W
 Thompson

KENNETH W. THOMPSON P.L.S. #4080

Digitally signed by: Kenneth W. Thompson
 DN: CN = Kenneth W. Thompson, C = US
 O = Platinum Surveying and Mapping LLC
 Date: 2024.09.10 08:22:04 -0400



This Instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: DRC – H.L. Smith Road R/W
Woodland Ranch West

Parent Parcel ID No.: 272826-000000-023020

QUIT CLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2024, between **WOODLAND RANCH ESTATES 3, LLC**, a Florida limited liability company, whose address is 4900 Dundee Road, Winter Haven, Florida 33884, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

[Signature]
Witness #1

TIMOTHY TODD

Print Name

4900 DUNDEE RD, WINTER HAVEN, FL 33884
Address

[Signature]
Witness #2

Brent Elliott

Print Name

4900 Dundee Rd, Winter Haven, FL 33884
Address

WOODLAND RANCH ESTATES 3, LLC, a Florida limited liability company

By: CENTER STATE DEVELOPMENT 2, LLC, a Florida limited liability company, its Manager

By: HRB LAND INVESTMENTS, LLC, a Florida limited liability company, its Manager

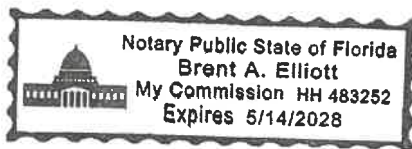
By: [Signature]
Harold R. Baxter, Manager

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of September, 2024, by Harold R. Baxter, as Manager of HRB Land Investments, LLC, a Florida limited liability company, as Manager of Center State Development 2, LLC, a Florida limited liability company, as Manager of Woodland Ranch Estates 3, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)



[Signature]
Notary Public

Brent Elliott
Printed Name of Notary

HH 483252 5/14/2028
Commission Number and Expiration Date

LEGAL DESCRIPTION:

ADDITIONAL ROAD RIGHT-OF-WAY FOR H.L. SMITH ROAD, OVER AND ACROSS THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°22'48" WEST, A DISTANCE OF 9.00 FEET TO THE WEST MAINTAINED RIGHT-OF-WAY OF H.L. SMITH ROAD AS RECORDED IN MAP BOOK 4, PAGES 182-190 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH ALONG SAID MAINTAINED RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES: THENCE 1.) SOUTH 00°49'57" EAST, A DISTANCE OF 8.89 FEET; THENCE 2.) SOUTH 00°49'58" EAST, A DISTANCE OF 100.00 FEET; THENCE 3.) SOUTH 01°24'20" EAST, A DISTANCE OF 100.00 FEET; THENCE 4.) SOUTH 00°49'57" EAST, A DISTANCE OF 100.00 FEET; THENCE 5.) SOUTH 00°49'57" EAST, A DISTANCE OF 100.00 FEET; THENCE 6.) SOUTH 01°24'20" EAST, A DISTANCE OF 100.00 FEET; THENCE 7.) SOUTH 01°24'20" EAST, A DISTANCE OF 100.00 FEET; THENCE 8.) SOUTH 01°24'20" EAST, A DISTANCE OF 60.73 FEET TO A POINT WHICH LIES SOUTH 89°26'19" WEST AND 5.39 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE AFORESAID SECTION 26; THENCE DEPARTING SAID WEST MAINTAINED RIGHT-OF-WAY, SOUTH 89°26'19" WEST, A DISTANCE OF 35.16 FEET; THENCE NORTH 01°34'55" EAST, A DISTANCE OF 107.74 FEET; THENCE NORTH 00°58'12" WEST, A DISTANCE OF 561.92 FEET; THENCE NORTH 89°22'48" EAST, A DISTANCE OF 28.39 FEET RETURNING TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 1 OF 2
EXHIBIT "A"**

THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY KENNETH W. THOMPSON, P.S.M.
AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE
OR A DIGITAL SIGNATURE AFFIXED HERETO.



6700 South Florida Avenue, Suite 1, Lakeland, Florida 33813
(863) 904-4699 - kthompson@platinumsurveying.com
**STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135**

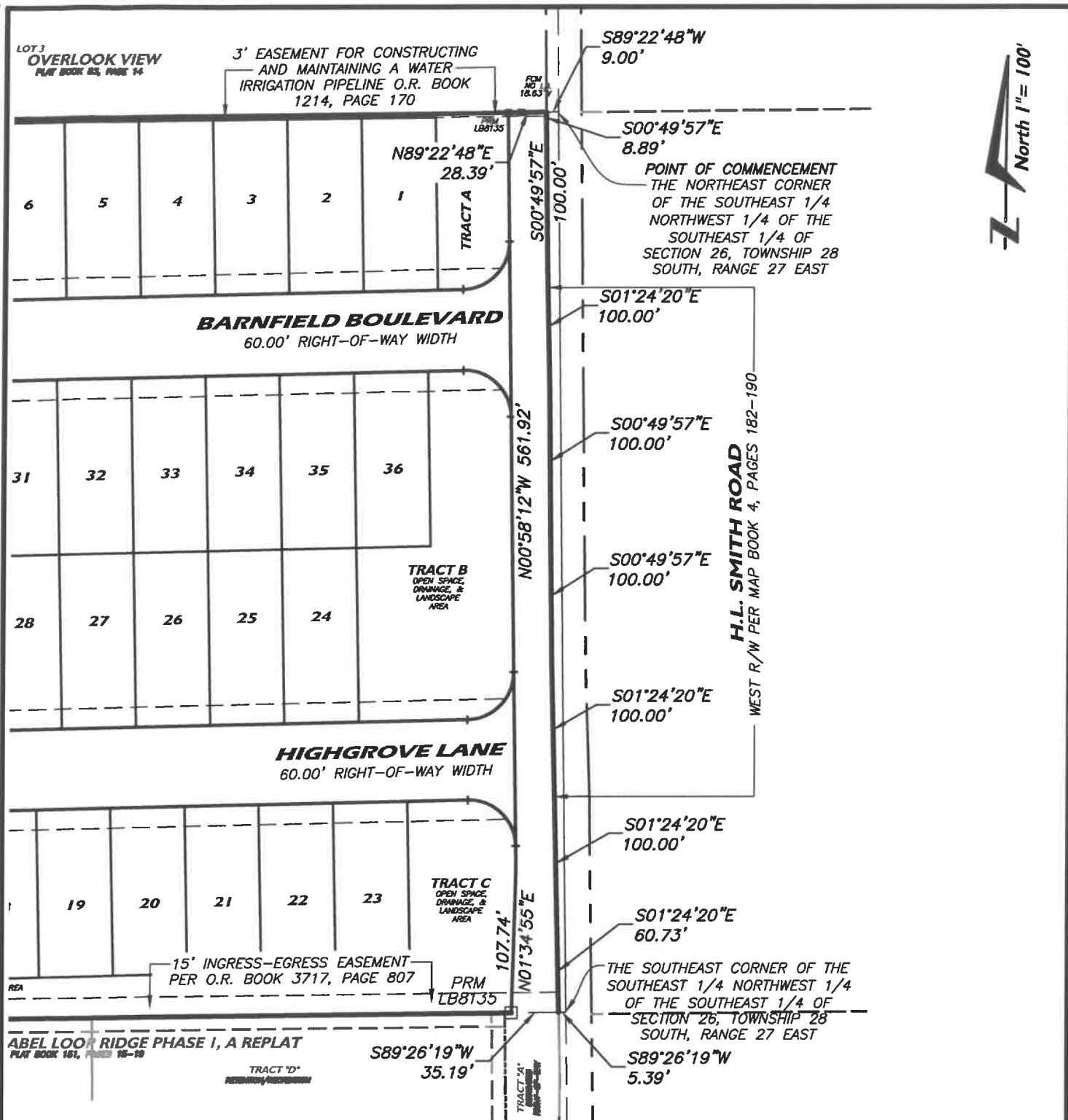
**"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"**

**Kenneth W
Thompson**

Digitally signed by: Kenneth W. Thompson
DN: CN = Kenneth W. Thompson, C = US
O = Platinum Surveying and Mapping
LLC
Date: 2024.07.11 06:58:50 -0400

KENNETH W. THOMPSON P.L.S. #4080





LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
DOCUMENT WAS
THOMPSON, P.S.M.
ORIGINAL SIGNATURE

SHEET 2 OF 2
EXHIBIT "A"

THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY KENNETH W. THOMPSON, P.S.M.
AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE
OR A DIGITAL SIGNATURE AFFIXED HERETO.



6700 South Florida Avenue, Suite 1, Lakeland, Florida 33813
(863) 904-4699 - kthompson@platinumsurveying.com
STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 8135

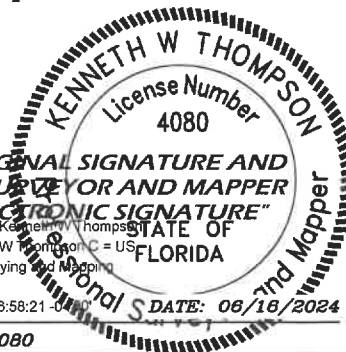
**"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"**

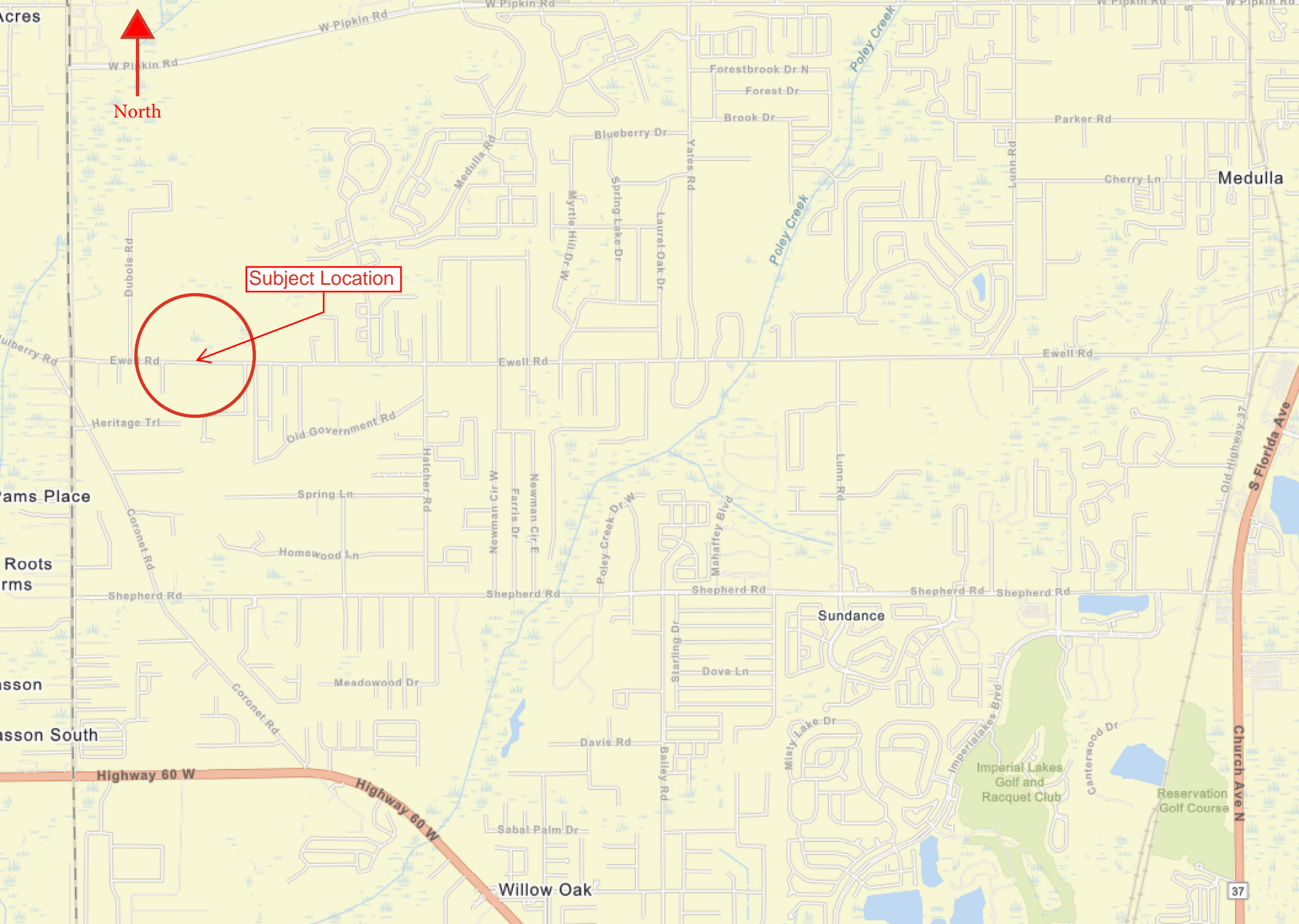
Kenneth W
Thompson

KENNETH W. THOMPSON P.L.S. #4080

Digitally signed by: Kenneth W Thompson
DN: CN = Kenneth W Thompson, C = US
O = Platinum Surveying and Mapping
LLC
Date: 2024.07.11 06:58:21 -0400

DATE: 06/18/2024





Section 18, Township 29 South, Range 23 East



This Instrument prepared under the direction of:
 R. Wade Allen, Administrator
 Polk County Real Estate Services
 P.O. Box 9005, Drawer RE-01
 Bartow, Florida 33831-9005
 By: Scott C. Lowery
 Project Name: Ewell Road R/W
 LDROW-2023-24 – Hawthorne Peachleaf

Parent Parcel ID No.: 232918-000000-012010

QUIT CLAIM DEED

THIS INDENTURE, made this 12 day of September, 2024, between **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, whose address is 10700 Pecan Park Blvd., Suite 150, Austin, Texas 78750, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Esp
Witness #1

Esperanza Melon
Print Name

1064 Greenwood Blvd, Lake Mary, FL
Address 32708

Joshua Travis
Witness #2

Joshua Travis
Print Name

1064 Greenwood Blvd #200, Lake Mary FL
Address 32708

**FORESTAR (USA) REAL ESTATE
GROUP INC., a Delaware corporation**

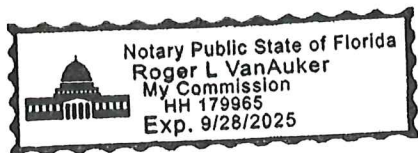
By: Chris Tyree
Chris Tyree, Vice-President

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of September, 2024, by Chris Tyree, as Vice-President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)



[Signature]
Notary Public

Printed Name of Notary

Commission Number and Expiration Date

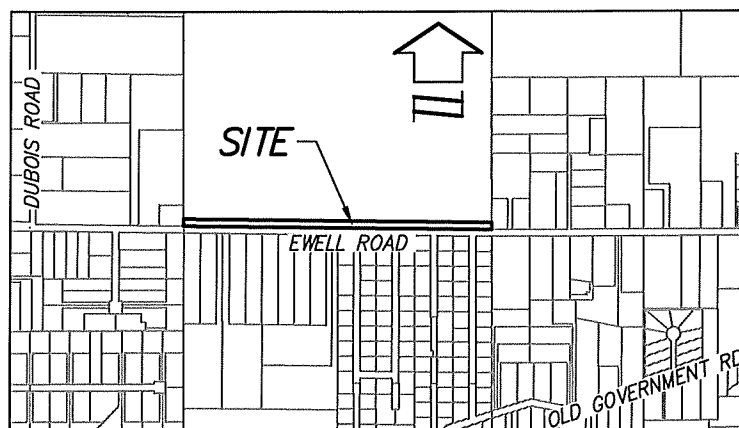
EXHIBIT "A"

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBES AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE S89°17'57"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 2673.41 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 18, ALSO BEING A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE N00°17'11"W ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF EWELL ROAD (60.00' RIGHT OF WAY) ALSO BEING THE POINT OF BEGINNING. THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, CONTINUE N00°17'11"W ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 60.01 FEET; THENCE DEPARTING SAID WEST LINE RUN S89°16'13"E, A DISTANCE OF 2670.06 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE RUN S00°17'46"E ALONG SAID EAST LINE, A DISTANCE OF 60.01 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF EWELL ROAD; THENCE DEPARTING SAID EAST LINE RUN N89°16'13"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2670.07 FEET TO THE POINT OF BEGINNING.

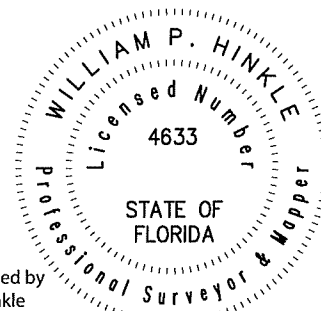
SAID LAND CONTAINING 160,204 SQUARE FEET OR 6.68 ACRES, MORE OR LESS.



VICINITY MAP
NOT TO SCALE

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 29 SOUTH, RANGE 23 EAST AS BEING S89°17'57"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 09/12/2024 PER FAC 5J-17.062(2).



William P
Hinkle

Digitally signed by
William P Hinkle
Date: 2024.09.13
08:34:30 -04'00'

WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633

DATE

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 3

(SEE SHEETS 2-3 FOR SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**EWELL ROAD
RIGHT OF WAY
DEDICATION**

SECTION 18, TOWNSHIP 29 SOUTH,
RANGE 23 EAST

POLK COUNTY

FLORIDA



Dewberry

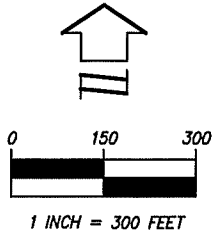
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 Fax: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

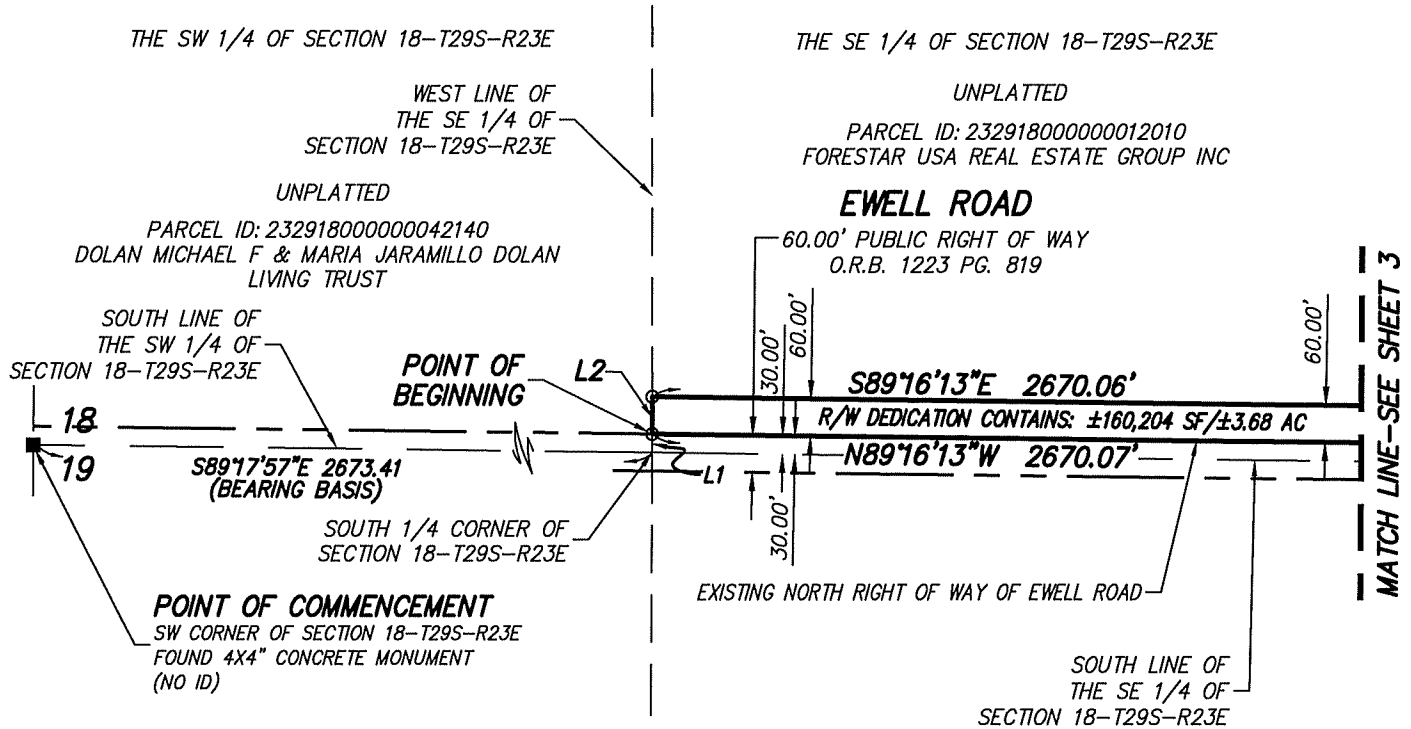
**FORESTAR REAL ESTATE
GROUP, LLC**

DATE: 09/11/24
REV DATE:
SCALE 1" = N/A

PROJ: 50162176
DRAWN BY: SCC
CHECKED BY: WPH

**LEGEND:**

- LINE BREAK
 O.R.B. OFFICIAL RECORDS BOOK
 PG. PAGE
 ID IDENTIFICATION
 ● CHANGE IN DIRECTION
 ± PLUS OR MINUS
 SF SQUARE FEET
 AC ACRES



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°17'11"W	30.00'
L2	N00°17'11"W	60.01'

SHEET 2 OF 3

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**SKETCH OF DESCRIPTION**

—OF—

**EWELL ROAD
RIGHT OF WAY
DEDICATION**SECTION 18, TOWNSHIP 29 SOUTH,
RANGE 23 EAST

POLK COUNTY

FLORIDA

**Dewberry**

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

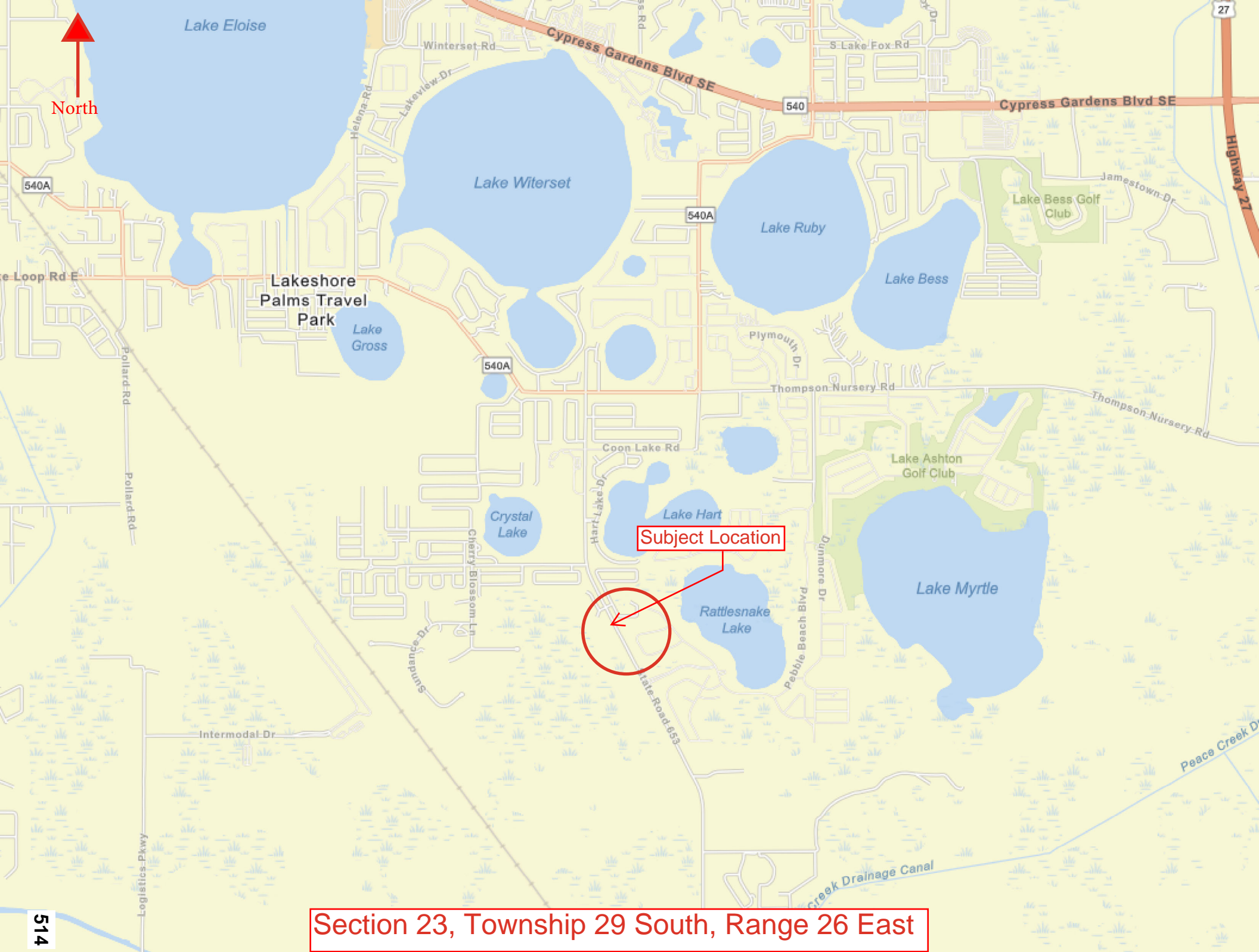
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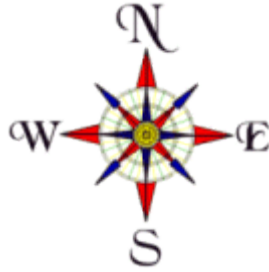
**FORESTAR REAL ESTATE
GROUP, LLC**

DATE: 09/11/24
 REV DATE:
 SCALE 1" = 300'

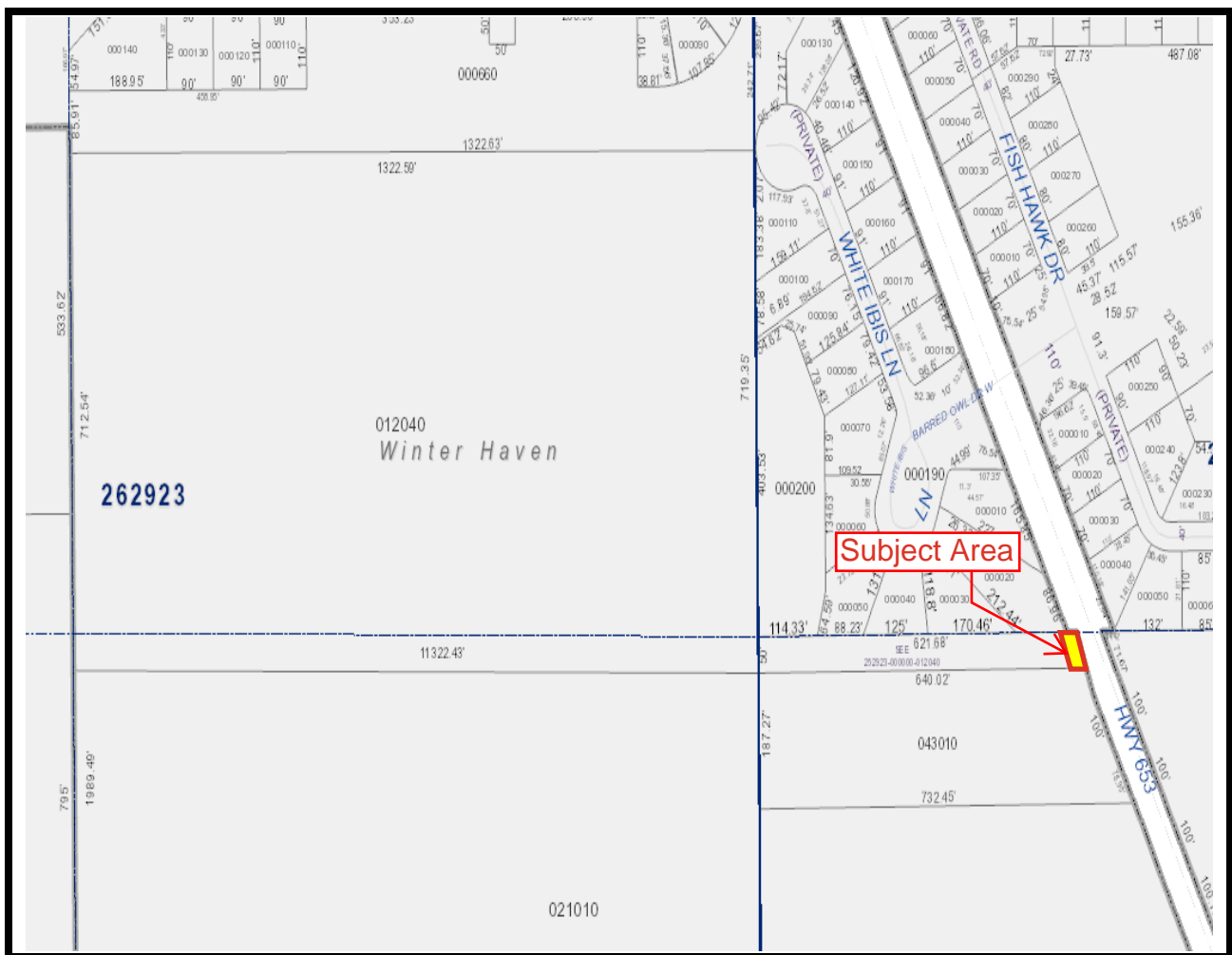
PROJ: 50162176
 DRAWN BY: SCC
 CHECKED BY: WPH

PROJ: 50162176
DRAWN BY: SCC
CHECKED BY: WPH





SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST



This Instrument prepared under the direction of
R. Wade Allen, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: CR 653 R/W
Crescent Pointe

Parent Parcel ID No.: 262923-000000-012040

QUIT CLAIM DEED

THIS INDENTURE, made this 6th day of September, 2024, between **GE INVESTMENTS OF POLK, LLC**, a Florida limited liability company, whose address is 1925 E. Edgewood Drive, Suite 100, Lakeland, Florida 33803, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:



Witness #1
Thomas Poulton


Print Name
1925 E. Edgewood Dr, Ste 100
Lakeland, FL 33083



Witness #2
Kathryn Bibeau

Print Name
1925 E. Edgewood Dr, Ste 100
Lakeland, FL 33083

GE INVESTMENTS OF POLK, LLC
a Florida limited liability company

By: 
Edward H. Laderer, Jr., Manager

*ACKNOWLEDGEMENT PAGE TO QUIT CLAIM DEED
GE Investments of Polk, LLC to Polk County, Florida*

STATE OF FLORIDA

COUNTY OF POLK

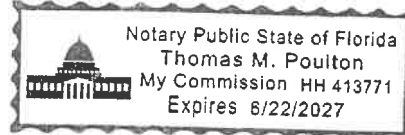
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of September, 2024, by Edward H. Laderer, Jr., as Manager of GE Investments of Polk, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced ___ as identification.



Notary Public

Print Name of Notary

Commission Number and Expiration Date



DESCRIPTION:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24 TOWNSHIP 29 SOUTH, RANGE 26 EAST POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER LOT 2, HART LAKE COVE PHASE III, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 135, PAGES 3 & 4, SAID POINT BEING A 4"x4" CONCRETE MONUMENT STAMPED PRM LB7190, AND RUN THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, N89°25'03"E A DISTANCE OF 20.68 FEET TO WEST MAINTAINED RIGHT OF WAY LINE OF COUNTY ROAD 653 ACCORDING TO MAP BOOK 11, PAGES 14 -22 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; RUN THENCE ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, S20°39'37"E A DISTANCE OF 53.24 FEET TO A LINE 50 FOOT SOUTH OF AND PARALLEL TO SAID NORTH LINE OF THE SOUTHWEST 1/4; RUN THENCE ALONG SAID LINE S89°25'03"W A DISTANCE OF 13.51 FEET; THENCE N27°33'35"W A DISTANCE OF 56.10 FEET TO THE POINT OF BEGINNING.

NOTE:

BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83, 2011 ADJUSTMENT FOR THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, BEING N00°36'44"W.

NOT VALID WITHOUT A DIGITAL
SIGNATURE OR A SIGNATURE AND
RAISED SEAL

Robert E
Lazenby IV

Digitally signed by
Robert E Lazenby IV
Date: 2024.05.21
12:28:19 -04'00'

ROBERT E. LAZENBY, IV, P.S.M. # 6369



BASEPOINT
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

CRESCENT POINTE

Section 24, Township 29 S, Range 26 E

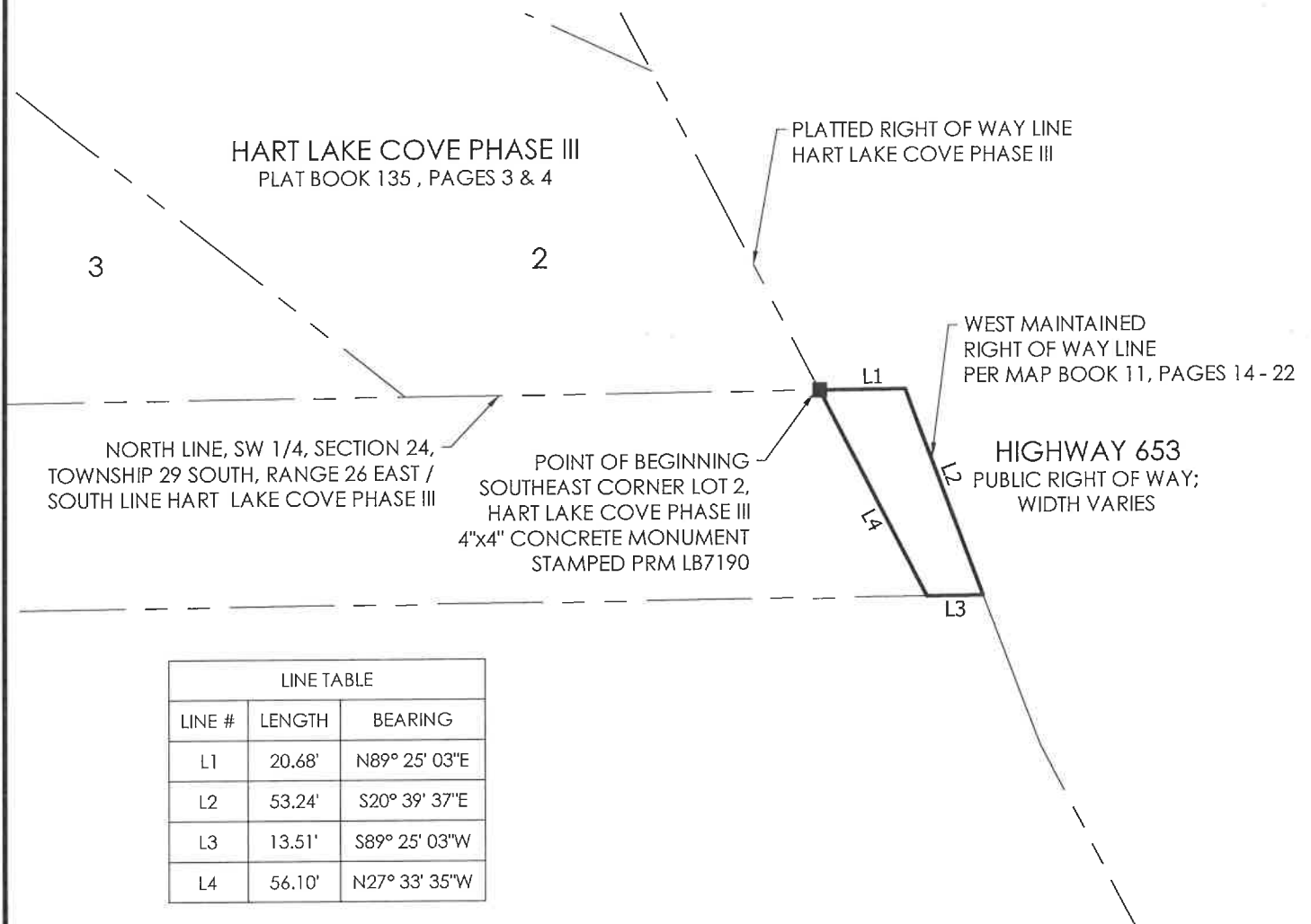
SKETCH OF DESCRIPTION
NOT A SURVEY
SHEET 1 OF 2

DRAWING: 11907ROW.dwg

JOB #10907



NORTH
SCALE: 1" = 40'



LINE TABLE		
LINE #	LENGTH	BEARING
L1	20.68'	N89° 25' 03"E
L2	53.24'	S20° 39' 37"E
L3	13.51'	S89° 25' 03"W
L4	56.10'	N27° 33' 35"W

NOT VALID WITHOUT A DIGITAL
SIGNATURE OR A SIGNATURE AND
RAISED SEAL

Robert E
Lazenby IV

Digitally signed by
Robert E Lazenby IV
Date: 2024.05.21
12:28:46 -04'00'

ROBERT E. LAZENBY, IV, P.S.M. # 6369



BASEPOINT
SURVEYING, INC.

MAILING: P.O. BOX 253, BARTOW, FL 33831
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

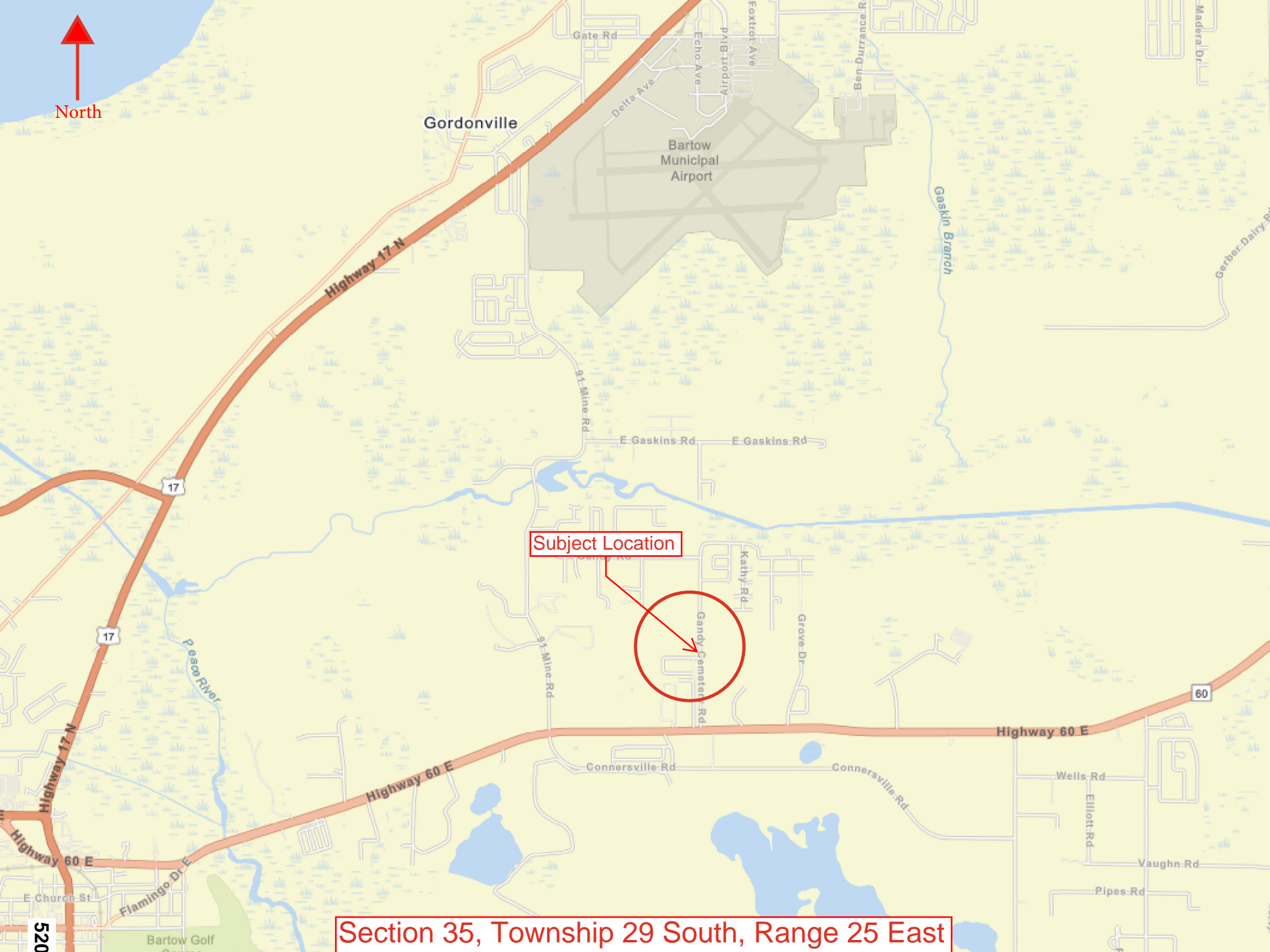
CRESCENT POINTE

Section 24, Township 29 S, Range 26 E

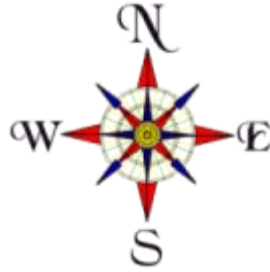
SKETCH OF DESCRIPTION
NOT A SURVEY
SHEET 2 OF 2

DRAWING: 11907ROW.dwg

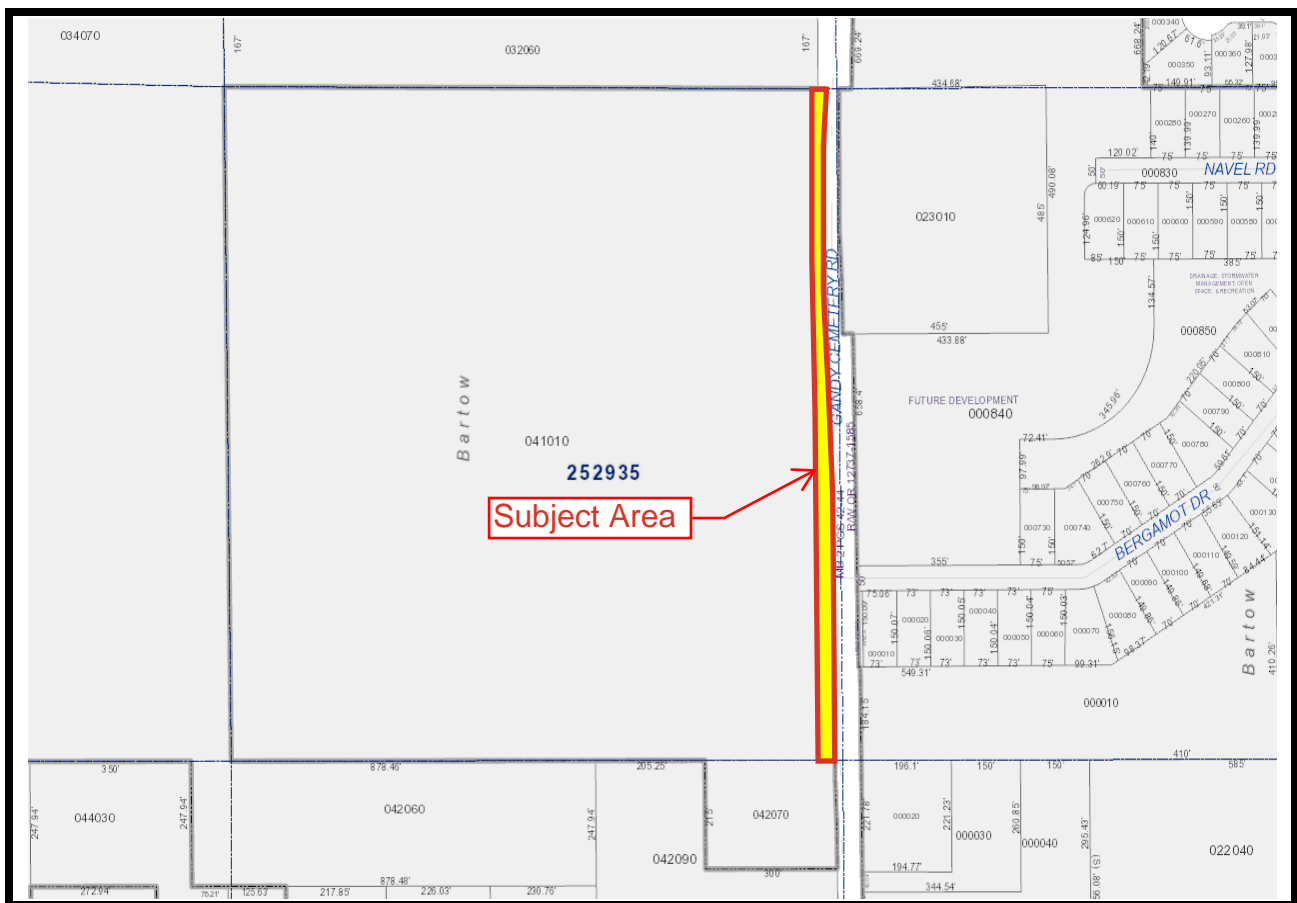
JOB #10907



Section 35, Township 29 South, Range 25 East



SECTION 35, TOWNSHIP 29 SOUTH, RANGE 25 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: Gandy Cemetery Road R/W
Sand Lake Groves West

Parent Parcel ID No.: 252935-000000-041010

QUIT CLAIM DEED

THIS INDENTURE, made this 6th day of September, 2024, between **GE INVESTMENTS OF POLK, LLC**, a Florida limited liability company, whose address is 1925 E. Edgewood Drive, Suite 100, Lakeland, Florida 33803, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)


WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.


IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:



Witness #1
Thomas Poulton

Print Name
1925 E. Edgewood Dr, Ste 100
Lakeland, FL 33083



Witness #2
Kaitlyn Bibeau

Print Name
1925 E. Edgewood Dr, Ste 100
Lakeland, FL 33083

GE INVESTMENTS OF POLK, LLC
a Florida limited liability company

By: 

Edward H. Laderer, Jr., Manager

*ACKNOWLEDGEMENT PAGE TO QUIT CLAIM DEED
GE Investments of Polk, LLC to Polk County, Florida*

STATE OF FLORIDA

COUNTY OF POLK

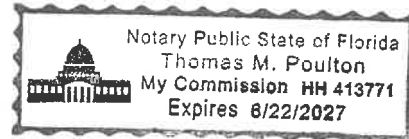
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2024, by Edward H. Laderer, Jr., as Manager of GE Investments of Polk, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced ____ as identification.



Notary Public

Print Name of Notary

Commission Number and Expiration Date



DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, N89°49'23"W A DISTANCE OF 23.19 FEET TO THE WEST MAINTAINED RIGHT OF WAY OF GANDY CEMETERY ROAD ACCORDING TO MAP BOOK 2, PAGES 42-44, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; RUN THENCE ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE THE FOLLOWING FOURTEEN (14) COURSES: (1) S02°25'46"W A DISTANCE OF 79.06 FEET; (2) S00°48'46"W A DISTANCE OF 100.02 FEET; (3) S00°14'23"W A DISTANCE OF 100.00 FEET; (4) S00°37'10"E A DISTANCE OF 100.00 FEET; (5) S02°20'15"E A DISTANCE OF 100.06 FEET; (6) S02°03'05"E A DISTANCE OF 100.04 FEET; (7) S02°03'05"E A DISTANCE OF 100.04 FEET; (8) S00°54'22"E A DISTANCE OF 100.00 FEET; (9) S00°37'10"E A DISTANCE OF 100.00 FEET; (10) S00°19'59"E A DISTANCE OF 100.00 FEET; (11) S00°19'59"E A DISTANCE OF 100.00 FEET; (12) S00°37'10"E A DISTANCE OF 100.00 FEET; (13) S00°54'22"E A DISTANCE OF 100.00 FEET; (14) S02°03'05"E A DISTANCE OF 48.35 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 35. THENCE ALONG SAID SOUTH LINE RUN N89°51'39"W A DISTANCE OF 23.99 FEET; THENCE N01°02'13"W A DISTANCE OF 1327.49 FEET TO SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 35; RUN THENCE ALONG SAID NORTH LINE, S89°49'23"E A DISTANCE OF 32.65 FEET TO THE POINT OF BEGINNING.

NOTE:

NORTH AND THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD 83, 2011 ADJUSTMENT) FOR THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 29 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA BEING N89°45'37"E AS MEASURED BETWEEN A RECOVERED 3/4 INCH PIPE AT THE NORTHWEST CORNER OF SOUTHWEST 1/4 AND A RECOVERED CONCRETE MONUMENT #2364 AT THE NORTHEAST CORNER OF SOUTHWEST 1/4.

NOT VALID WITHOUT A DIGITAL
SIGNATURE OR A SIGNATURE AND
RAISED SEAL

Robert E
Lazenby IV

Digitally signed by
Robert E Lazenby IV
Date: 2024.05.29
05:37:40 -04'00'

ROBERT E. LAZENBY, IV, P.S.M. # 6369



**BASEPOINT
SURVEYING, INC.**

MAILING: P.O. BOX 253, BARTOW, FL 33831
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

SAND LAKE GROVES WEST
Section 35, Township 29 S, Range 25 E

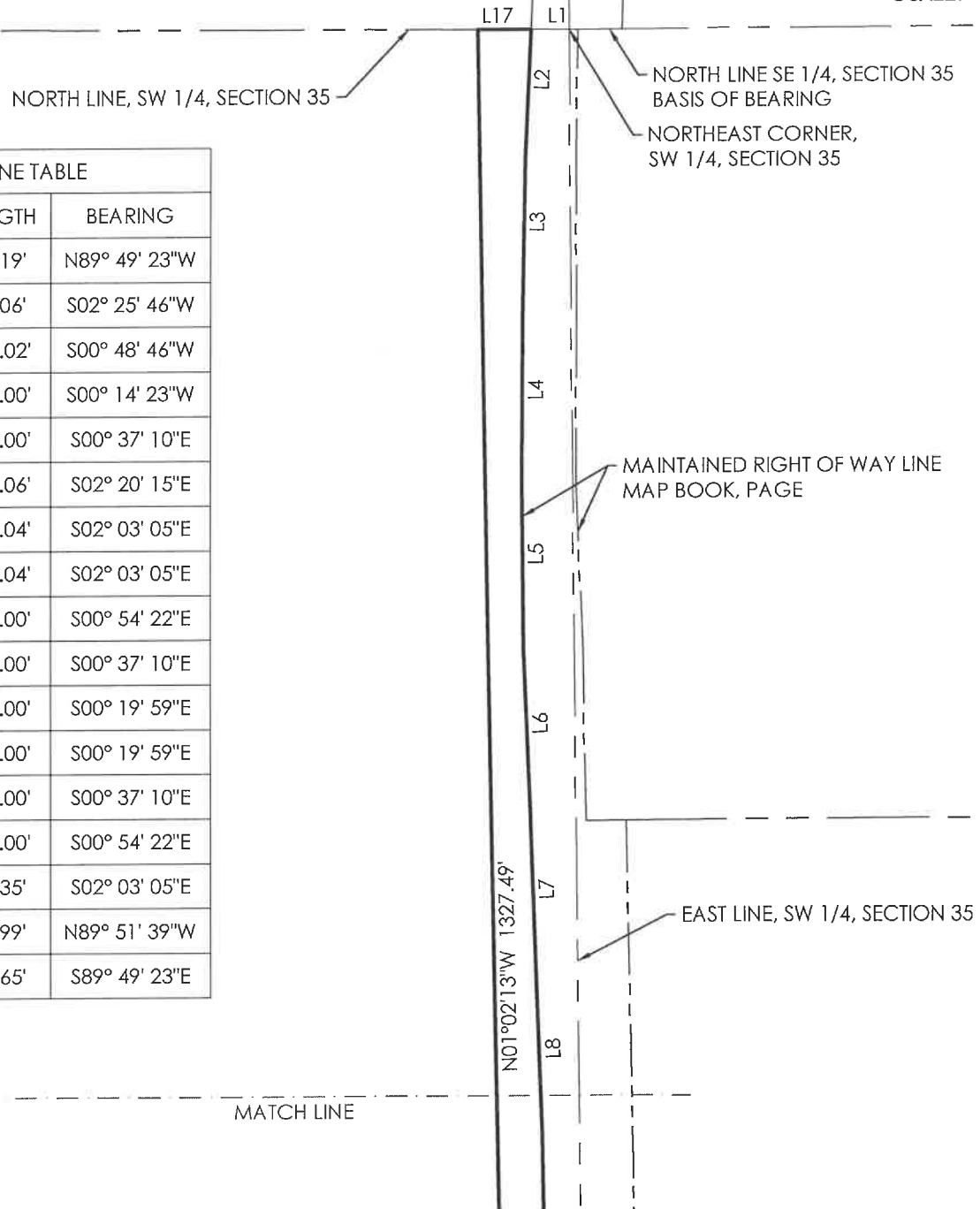
**SKETCH OF DESCRIPTION
NOT A SURVEY
SHEET 1 OF 3**

DRAWING: #####

JOB #11217



NORTH
SCALE: 1" = 100'



LINE TABLE

LINE #	LENGTH	BEARING
L1	23.19'	N89° 49' 23"W
L2	79.06'	S02° 25' 46"W
L3	100.02'	S00° 48' 46"W
L4	100.00'	S00° 14' 23"W
L5	100.00'	S00° 37' 10"E
L6	100.06'	S02° 20' 15"E
L7	100.04'	S02° 03' 05"E
L8	100.04'	S02° 03' 05"E
L9	100.00'	S00° 54' 22"E
L10	100.00'	S00° 37' 10"E
L11	100.00'	S00° 19' 59"E
L12	100.00'	S00° 19' 59"E
L13	100.00'	S00° 37' 10"E
L14	100.00'	S00° 54' 22"E
L15	48.35'	S02° 03' 05"E
L16	23.99'	N89° 51' 39"W
L17	32.65'	S89° 49' 23"E

NOT VALID WITHOUT A DIGITAL
SIGNATURE OR A SIGNATURE AND
RAISED SEAL

Robert E
Lazenby IV

Digitally signed by
Robert E Lazenby IV
Date: 2024.05.29
05:38:02 -04'00'

ROBERT E. LAZENBY, IV, P.S.M. # 6369



BASEPOINT
SURVEYING, INC.

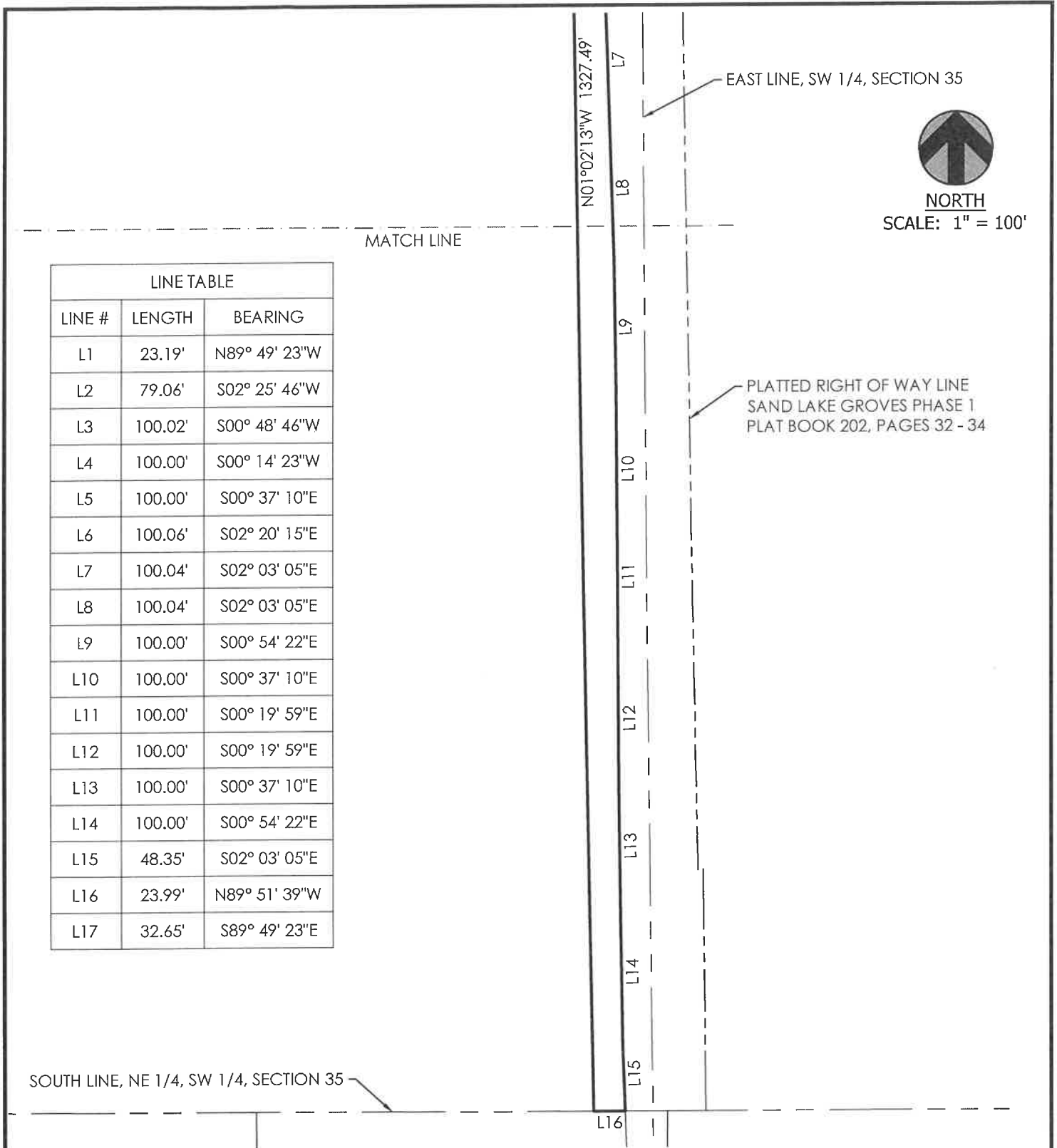
MAILING: P.O. BOX 253, BARTOW, FL 33831
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

SAND LAKE GROVES WEST
Section 35, Township 29 S, Range 25 E

SKETCH OF DESCRIPTION
NOT A SURVEY
SHEET 2 OF 3

DRAWING: #####

JOB #11217



NOT VALID WITHOUT A DIGITAL
SIGNATURE OR A SIGNATURE AND
RAISED SEAL

Robert E
Lazenby IV

Digitally signed by
Robert E Lazenby IV
Date: 2024.05.29
05:38:27 -04'00'

ROBERT E. LAZENBY, IV, P.S.M. # 6369



**BASEPOINT
SURVEYING, INC.**

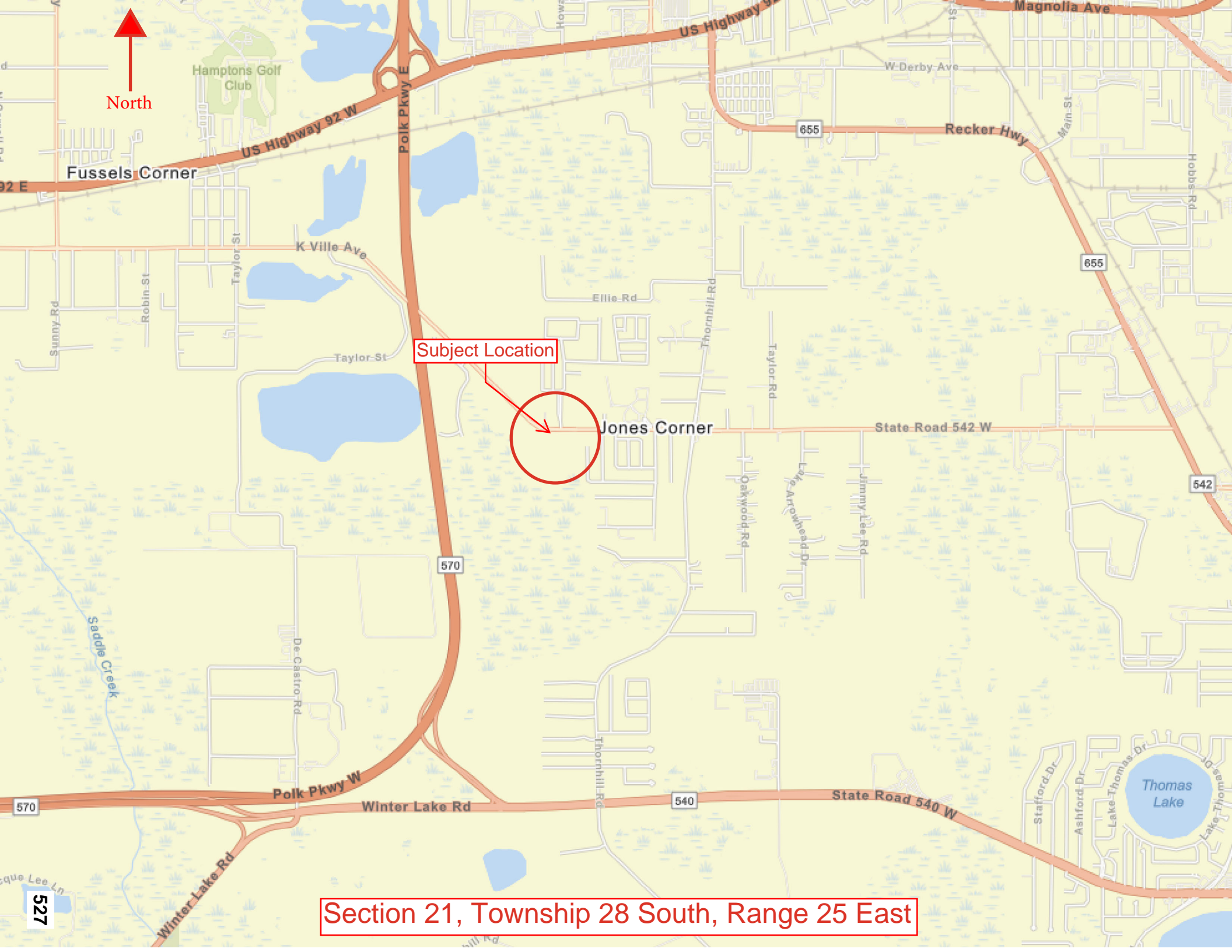
MAILING: P.O. BOX 253, BARTOW, FL 33831
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

SAND LAKE GROVES WEST
Section 35, Township 29 S, Range 25 E

SKETCH OF DESCRIPTION
NOT A SURVEY
SHEET 3 OF 3

DRAWING: #####

JOB #11217



North

Fussells Corner

Hamptons Golf Club

US Highway 92 W

Polk Pkwy E

US Highway 92 W

W Derby Ave

Magnolia Ave

Recker Hwy

655

655

K Ville Ave

Ellie Rd

Subject Location

Jones Corner

State Road 542 W

542

570

Lake Arrowhead Dr

Jimmy Lee Rd

Oakwood Rd

De Castro Rd

Polk Pkwy W

Winter Lake Rd

540

State Road 540 W

Thomas Lake

Stafford Dr

Ashford Dr

Lake Thomas Dr

Lake Thomas Dr

527

Section 21, Township 28 South, Range 25 East

This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: K-Ville Ave (CR 542) R/W
Cadence Crossing Ph 2 & 3
LDROW-2024-36

Parent Parcel ID No.: 252821-000000-043060

QUIT CLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2024, between **ENGLISH CREEK PARTNERS, LLC**, a Florida limited liability company, whose address is 346 E. Central Avenue, Winter Haven, Florida 33880, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Lindsey E Roden
Witness #1
Lindsey Roden
Print Name
346 E Central Ave.
Address Winter Haven FL 33880

Kristin Cassidy
Witness #2
Kristin Cassidy
Print Name
346 E Central Ave.
Address Winter Haven, FL 33880

ENGLISH CREEK PARTNERS,
LLC, a Florida limited liability company

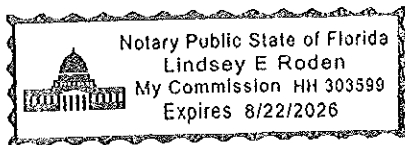
By: [Signature]
Albert S. Cassidy, Manager

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of September, 2024, by Albert S. Cassidy, as Manager of English Creek Partners, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)



Lindsey E Roden
Notary Public

Lindsey E Roden
Printed Name of Notary

HH303599 8/22/2026
Commission Number and Expiration Date

EXHIBIT A
LEGAL DESCRIPTION
NEW ADDITIONAL RIGHT-OF-WAY DONATION FOR K-VILLE AVENUE/COUNTY RD 542
FOR PROPOSED "CADENCE CROSSING PHASE 2 AND PHASE 3" SUBDIVISION

A STRIP OF LAND 11.00 FEET IN WIDTH, IN THE WEST $\frac{3}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION STANDING AT THE NORTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 21, AND RUN THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$, AND ALONG A NON-RADIAL LINE, N-89°59'42"-E, 21.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE, AND CONTINUING ALONG A NON-RADIAL LINE N-89°59'42"-E, 25.39 FEET TO A 5/8" IRON ROD AND CAP STAMPED "PENNONI LB 8126" STANDING ON THE SOUTH RIGHT-OF-WAY OF K-VILLE AVENUE (COUNTY ROAD 542), SAID POINT IS ALSO A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE DEPARTING SAID NORTH LINE, AND CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY, AND SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 507.46 FEET, A CENTRAL ANGLE/DELTA OF 24°15'57", A CHORD BEARING OF S-77°45'09"-E, A CHORD DISTANCE OF 213.32 FEET, FOR AN ARC LENGTH OF 214.92 FEET TO A 1/2" IRON ROD AND CAP STAMPED "LB 7194", AND THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY S-89°53'08"-E, 728.76 FEET TO A 5/8" IRON ROD AND CAP STAMPED "PENNONI LB 8126" STANDING ON THE EAST LINE OF THE WEST $\frac{3}{4}$ " OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ " OF SAID SECTION 21; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, AND ALONG SAID EAST LINE S-00°25'48"-E, 11.00 FEET; THENCE DEPARTING SAID EAST LINE N-89°53'08"-W, 728.86 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 518.46 FEET, A CENTRAL ANGLE/DELTA OF 26°49'21", A CHORD BEARING OF N-76°28'27"-W, A CHORD DISTANCE OF 240.50 FEET, FOR AN ARC LENGTH OF 242.71 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10,536 SQUARE FEET



1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044 EMAIL:
INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

EXHIBIT A
LEGAL DESCRIPTION
(NOT A SURVEY)

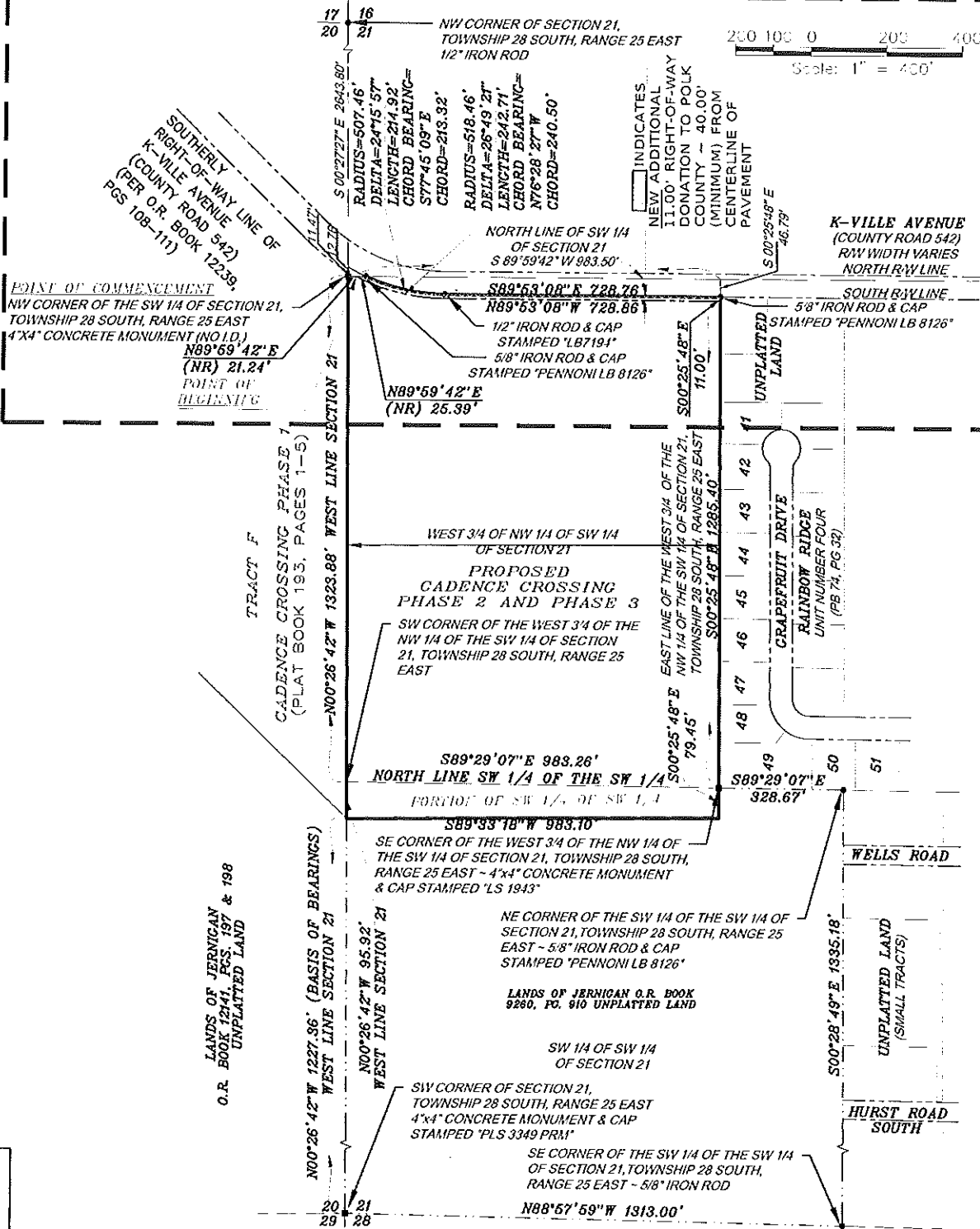
EXHIBIT A CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

PAGE 1 OF 4

SEE PAGES 3 & 4 FOR ENLARGEMENT

200 100 0 200 400
Scale: 1" = 400'

N

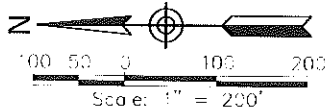


1925 BARTOW ROAD LAKE LAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044 EMAIL: INFO@WOODCVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

EXHIBIT A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION (NOT A SURVEY)

EXHIBIT A CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES



SEE PAGE 4

MATCH LINE

INDICATES NEW
ADDITIONAL 11.00'
RIGHT-OF-WAY DONATION TO
POLK COUNTY ~ 40.00'
(MINIMUM) FROM CENTERLINE
OF PAVEMENT

RADIUS=518.46'
DELTA=26°49'21"
LENGTH=242.71'
CHORD BEARING=
N76°28'27"W
CHORD=240.50'

RADIUS=507.46'
DELTA=24°15'57"
LENGTH=214.92'
CHORD BEARING=
S77°45'09"E
CHORD=213.32'

S 00°27'27" E 2643.80'

NW CORNER OF SECTION 21,
TOWNSHIP 28 SOUTH, RANGE 25 EAST
1/2" IRON ROD

16
21
17
20

NORTH LINE OF SW 1/4 OF SECTION 21
S 89°59'42" W 983.50'

S 89°53'08" E 728.76'

N 89°53'08" W 728.86'

1/2" IRON ROD & CAP
STAMPED "LB7194"

5/8" IRON ROD & CAP
STAMPED "PENNONI LB 8126"

N 89°59'42" E
(NR) 25.39'

12.76'
11.47'

SOUTHERLY RIGHT-OF-WAY LINE OF
K-VILLE AVENUE (COUNTY ROAD 542)
(PER O.R. BOOK 12239, PGS 108-111)

POINT OF COMMENCEMENT
NW CORNER OF THE SW 1/4 OF SECTION 21,
TOWNSHIP 28 SOUTH, RANGE 25 EAST
4"x4" CONCRETE MONUMENT (NO I.D.)

N 89°59'42" E
(NR) 21.24'

POINT OF
BEGINNING



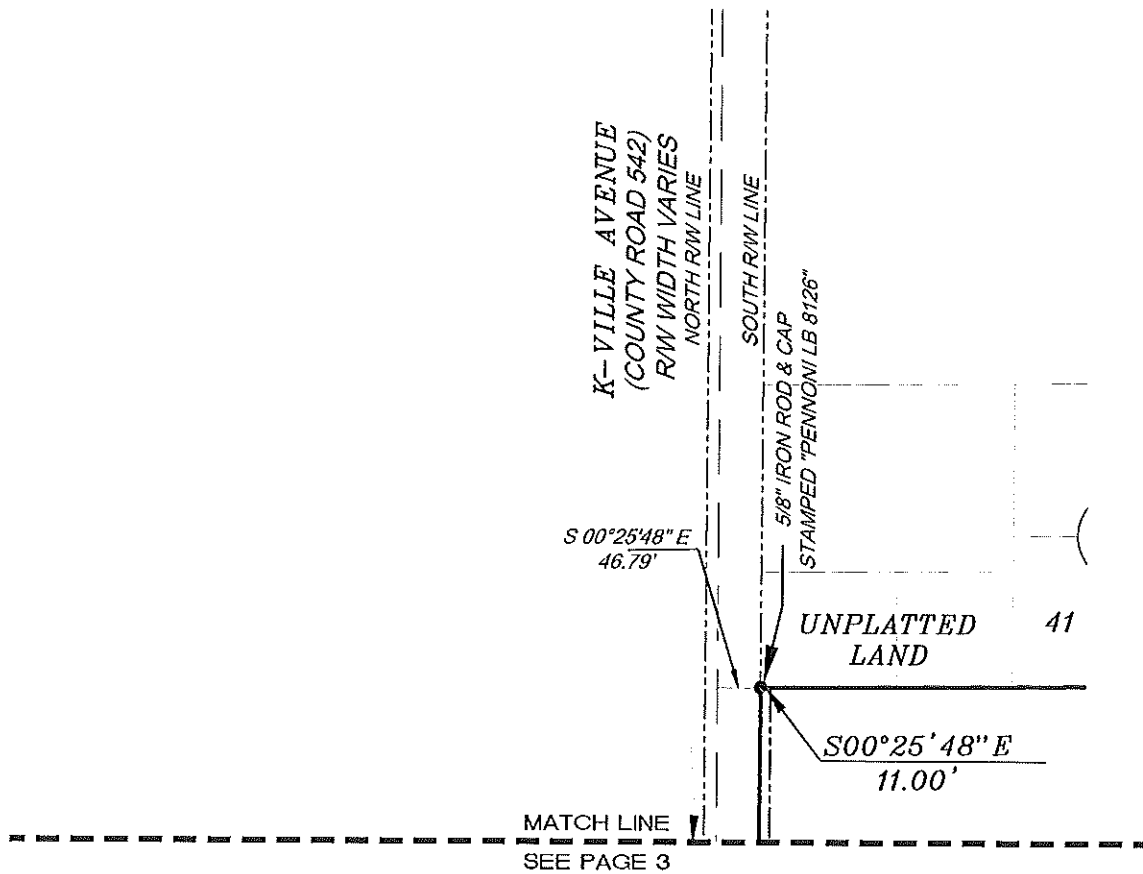
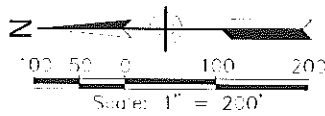
1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044 EMAIL:
INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

EXHIBIT A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
(NOT A SURVEY)

EXHIBIT A CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

PAGE 3 OF 4



1925 BARTOW ROAD LAKELAND, FL 33801
OFFICE: (863) 940-2040 FAX: (863) 940-2044 EMAIL:
INFO@WOODCIVIL.COM
CERTIFICATE OF AUTHORIZATION NO. 32508

EXHIBIT A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION (NOT A SURVEY)

EXHIBIT A CONSISTS OF FOUR (4) PAGES,
AND IS NOT COMPLETE WITHOUT ALL PAGES

PAGE 4 OF 4



Polk County
Board of County Commissioners

Agenda Item R.30.

10/1/2024

SUBJECT

Accept Polk County Utilities Easements from Spirit Lake Storage LLC and Christian Heritage Baptist Church, Inc., 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 utility easements for the construction and/or future maintenance of utility facilities for the development. The owners of the subject properties have executed and delivered easement instruments to Polk County for said facilities.

Accepting the following instruments 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 Spirit Lake Storage LLC, a Florida limited liability company and a Polk County Utilities Easement from Christian Heritage Baptist Church, Inc., a Florida not-for-profit corporation, for utilities in conjunction with a proposed commercial development. The subject easement lies in Section 26, Township 28 South, Range 25 East.

RECOMMENDATION

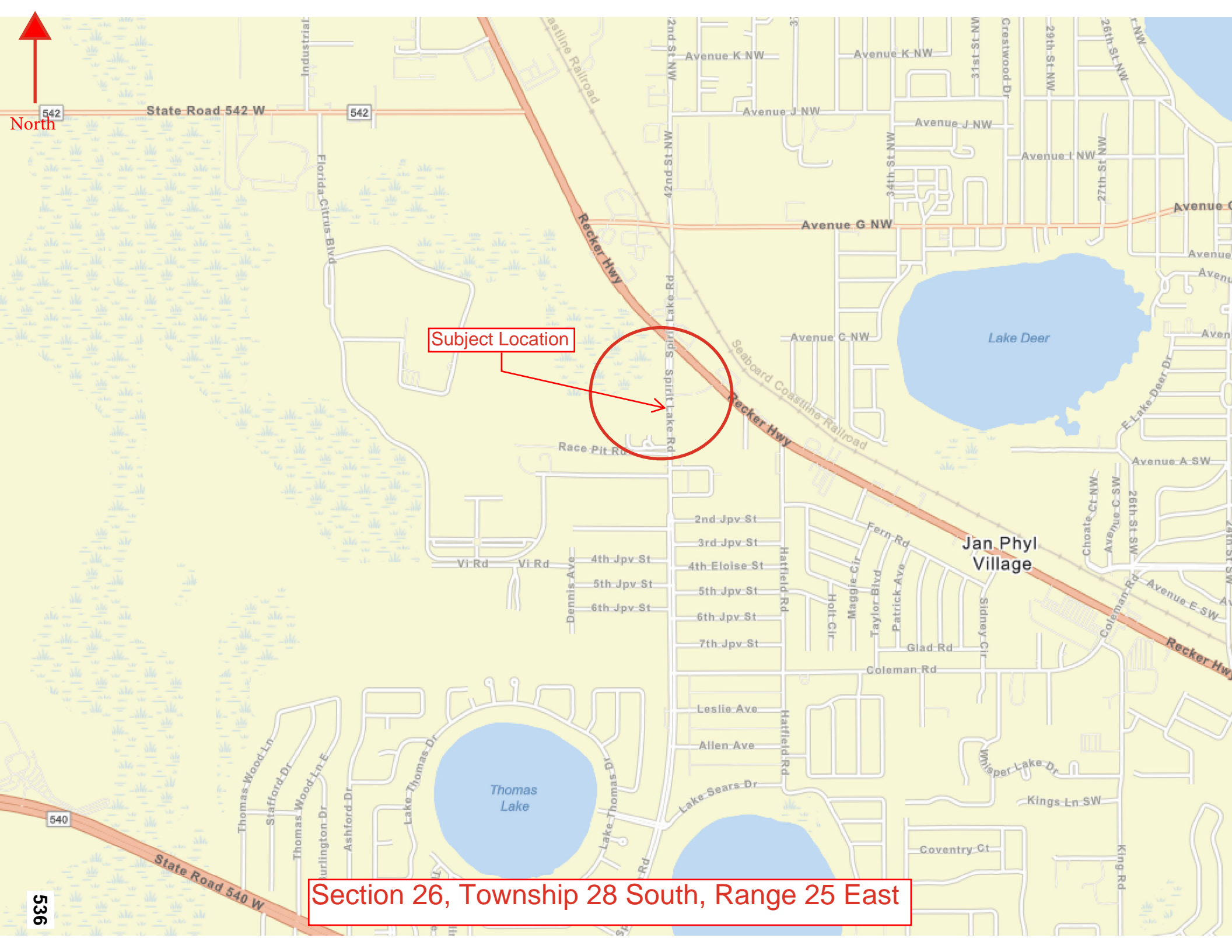
Request Board accept the preceding instruments.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

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

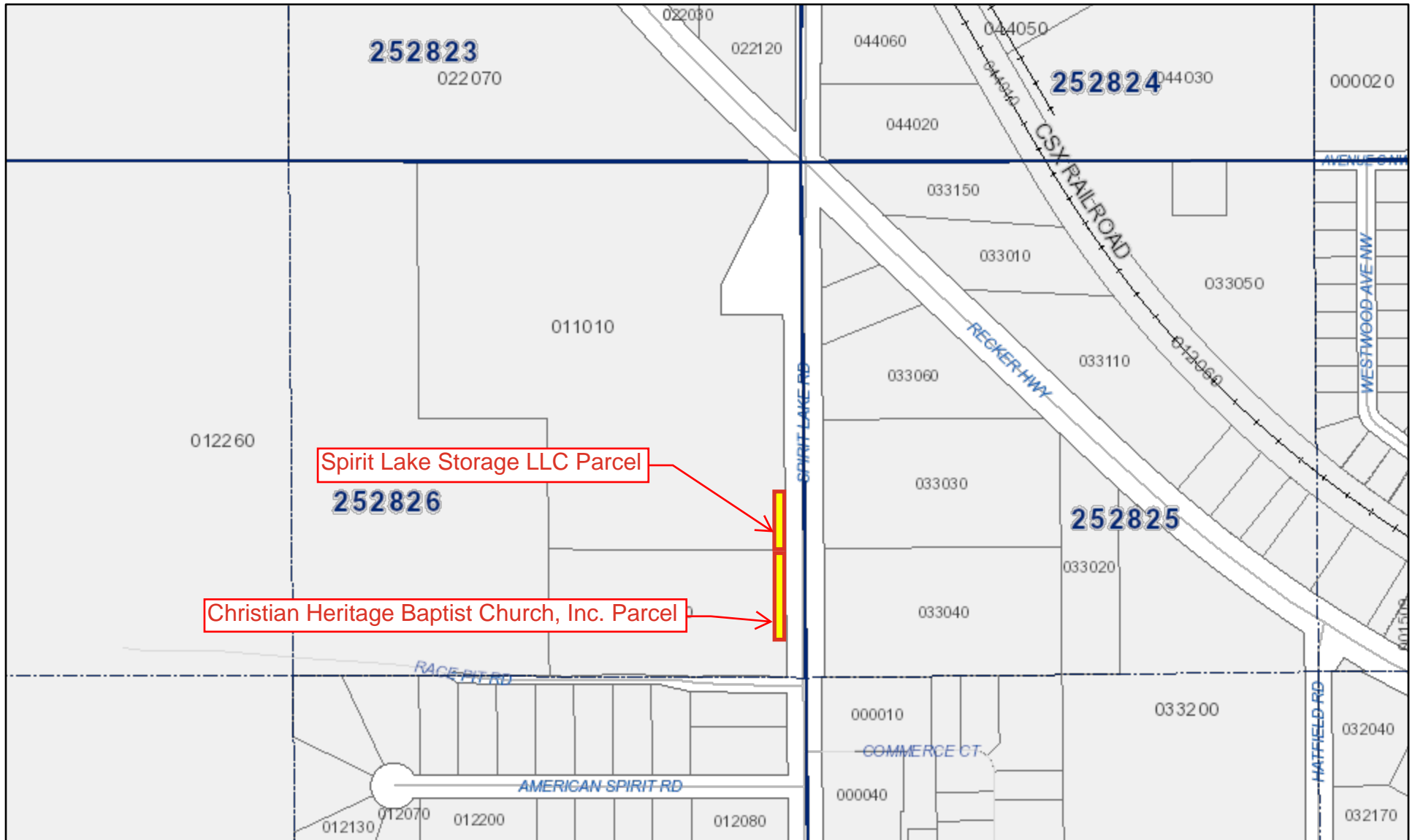


Subject Location

Jan Phyl Village

Section 26, Township 28 South, Range 25 East

Section 26, Township 28 South, Range 25 East



0 195 390 780 Feet

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".



Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida
September 16, 2024



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: Spirit Lake Storage

Parent Parcel I.D. No.: 252826-000000-011010

POLK COUNTY UTILITIES EASEMENT

THIS POLK COUNTY UTILITIES EASEMENT, made this 9th day of September, 2024, between SPIRIT LAKE STORAGE LLC, a Florida limited liability company (the GRANTOR), whose address is P.O. Box 280, Eagle Lake, Florida 33839, 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 remove, replace, repair, and enlarge 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)

Sherri Lucius
Witness
Print Name Sherri Lucius
Address 1240 S. Kissimmee Ave Bldg
FL 33530

SPIRIT LAKE STORAGE LLC, a
Florida limited liability company

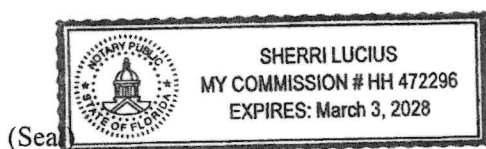
Teresa Williams
Witness
Print Name Teresa Williams
Address 327 Fields Rd Lkd, FL 33801

By: [Signature]
Steven Williams, President

STATE OF FLORIDA

COUNTY OF Polk

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of September, 2024, by Steven Williams, as President of Spirit Lake Storage LLC, a Florida limited liability, on behalf of said company, who is ☒ personally known to me or who has produced _____ as identification.



Sherri Lucius
Notary Public
State of Florida at Large

Sherri Lucius
Printed Name of Notary

Commission No. HH 472296
My commission expires March 03, 2028

SKETCH OF DESCRIPTION

Exhibit "A" - Sheet 1 of 2

Commence at the Northeast corner of Section 26, Township 28 South, Range 25 East, Polk County, Florida; thence run S00°25'55"E along the East line of Section 26, a distance of 879.69 feet; thence departing said East line, run S89°34'05"W, a distance of 50.00 feet to a point on the West right of way line of Spirit Lake Road as described in Official Records Book 5386, Page 756 of the Public Records of Polk County, Florida, said point being the Point of Beginning; thence run S00°25'55"E along said West right of way line, a distance of 123.85 feet; thence departing said West right of way line, run S89°37'32"W, a distance of 15.00 feet; thence run N00°25'55"W, a distance of 123.83 feet; thence run N89°34'05"E, a distance of 15.00 feet to the Point of Beginning.

Containing 1,857.6 square feet.

SHEET 1 OF 2

DATE OF FIELD WORK

DATE OF PREPARATION OF THIS MAP

DATE: 06/03/2024

REVISED:

APPROVED BY: DPW

JOB NO. 22030034

DRAWN BY: SDB

THE LEGAL DESCRIPTION SHOWN HEREON
WAS PREPARED FOR:
WILLIAMS CONSTRUCTION COMPANY

BEARINGS SHOWN ARE BASED ON EAST LINE OF
SECTION 26 BEING S00°25'55"E, AN ASSUMED DATUM

DEEP SOUTH
SURVEYING

308 Avenue G SW, Suite 218
Winter Haven, Florida 33880
863.797.3366

orders@deepsouthsurveying.com
Certificate of Authentication LB8086

1. THE SURVEYOR HAS NOT ABSTRACTED THE
LAND SHOWN HEREON FOR EASEMENTS, RIGHT
OF WAY, RESTRICTIONS OF RECORD WHICH
MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN
LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER.

THE LEGAL DESCRIPTION SHOWN
WAS PREPARED BY:

David P
Winters

Digital signed by
David P. Winters
Date: 2024.06.03
1947-13 -04'00"

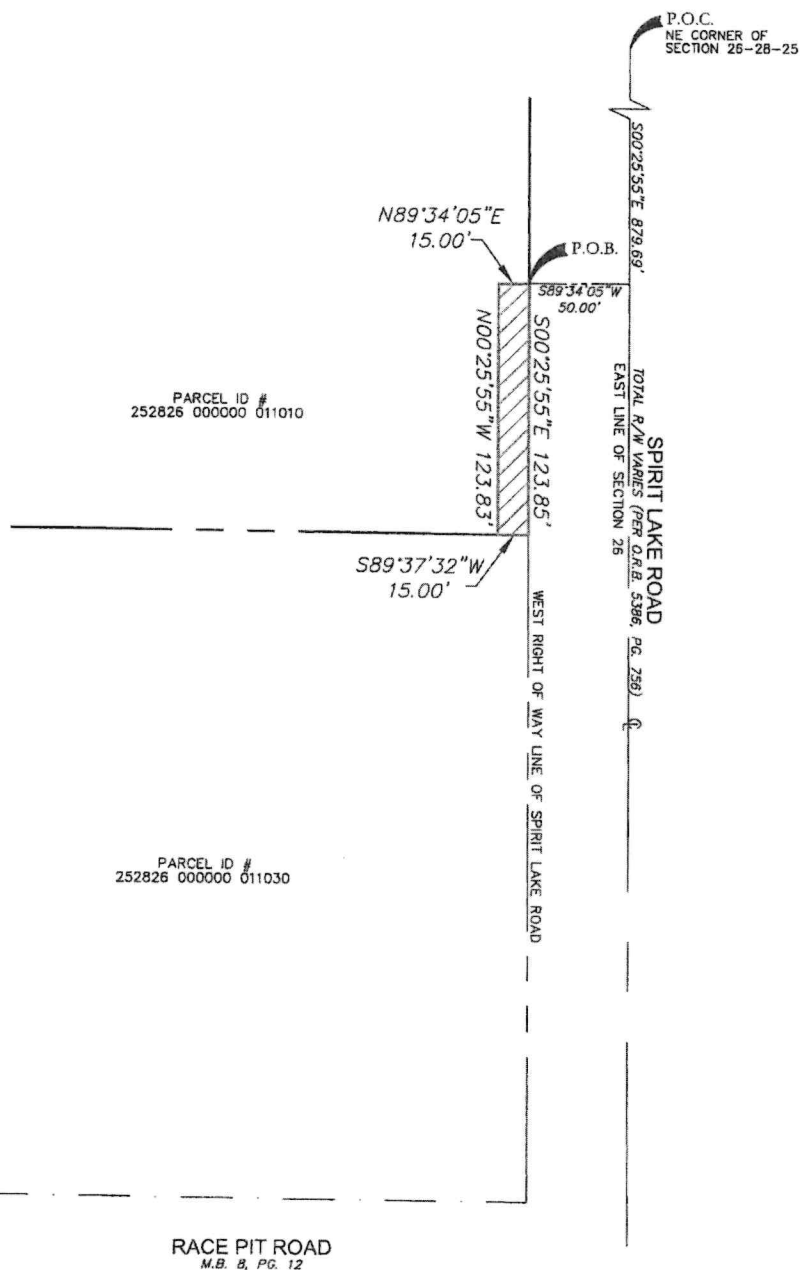
DAVID P. WINTERS, LS #7034 06/03/2024

SKETCH OF DESCRIPTION

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORD BOOK
ID	IDENTIFICATION
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
FT.	FEET
PG.	PAGE
M.B.	MAP BOOK

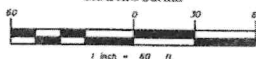
Exhibit "A" - Sheet 2 of 2



SHEET 2 OF 2

THIS IS A FIELD SKETCH AND NOT A FINAL SURVEY MAP.

GRAPHIC SCALE



DATE: 06/03/2024
SCALE: 1" = 60 FEET
APPROVED BY: DPW
JOB NO. 22030034
DRAWN BY: SOB

REVISED:

THE LEGAL DESCRIPTION SHOWN HEREON
WAS PREPARED FOR:
WILLIAMS CONSTRUCTION COMPANY

BEARINGS SHOWN ARE BASED ON EAST LINE OF
SECTION 26 BEING S00°25'55"E, AN ASSUMED DATUM

DEEP SOUTH
SURVEYING

308 Avenue G SW, Suite 218
Winter Haven, Florida 33880
863.797.3366

orders@deepsouthsurveying.com
Certificate of Authentication LB8086

1. THE SURVEYOR HAS NOT ABSTRACTED THE
LAND SHOWN HEREON FOR EASEMENTS, RIGHT
OF WAY, RESTRICTIONS OF RECORD WHICH
MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN
LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER.

SEE SHEET 1 OF 2

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: Spirit Lake Storage

Parent Parcel I.D. No.: 252826-000000-011030

POLK COUNTY UTILITIES EASEMENT

THIS POLK COUNTY UTILITIES EASEMENT, made this 1st day of September, 2024, between CHRISTIAN HERITAGE BAPTIST CHURCH, INC., a Florida not-for-profit corporation (the GRANTOR), whose address is P.O. Box 7114, Winter Haven, Florida 33883, 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 remove, replace, repair, and enlarge 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)

Sherri Lucius
Witness
Print Name Sherri Lucius
Address 1270 S. Kissengen Ave. Portow, FL. 33880

CHRISTIAN HERITAGE BAPTIST
CHURCH, INC., a Florida not-for-profit
corporation

Teresa Williams
Witness
Print Name Teresa Williams
Address 327 Fields Rd. Lakeland, FL. 33801

By: George Mike Foster
George Mike Foster, Pastor/President

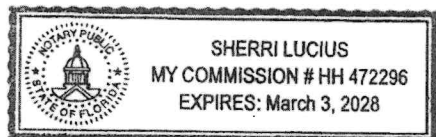
STATE OF FLORIDA

COUNTY OF POLK

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of September, 2024, by George Mike Foster, as Pastor/President of Christian Heritage Baptist Church, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is ☒ personally known to me or who has produced _____ as identification.

Sherri Lucius
Notary Public
State of Florida at Large

(Seal)



Sherri Lucius
Printed Name of Notary
Commission No. HH 472296
My commission expires March 03, 2028

SKETCH OF DESCRIPTION

Exhibit "A" - Sheet 1 of 2

Commence at the Northeast corner of Section 26, Township 28 South, Range 25 East, Polk County, Florida; thence run $S00^{\circ}25'55''E$ along the East line of Section 26, a distance of 1003.59 feet; thence departing said East line, run $S89^{\circ}37'32''W$, a distance of 50.00 feet to a point on the West right of way line of Spirit Lake Road as described in Official Records Book 5386, Page 756 of the Public Records of Polk County, Florida, said point being the Point of Beginning; thence run $S00^{\circ}25'55''E$ along said West right of way line, a distance of 221.00 feet; thence departing said West right of way line, run $S89^{\circ}34'05''W$, a distance of 15.00 feet; thence run $N00^{\circ}25'55''W$, a distance of 221.01 feet; thence run $N89^{\circ}34'05''E$, a distance of 15.00 feet to the Point of Beginning.

Containing 3,315.1 square feet.

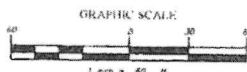
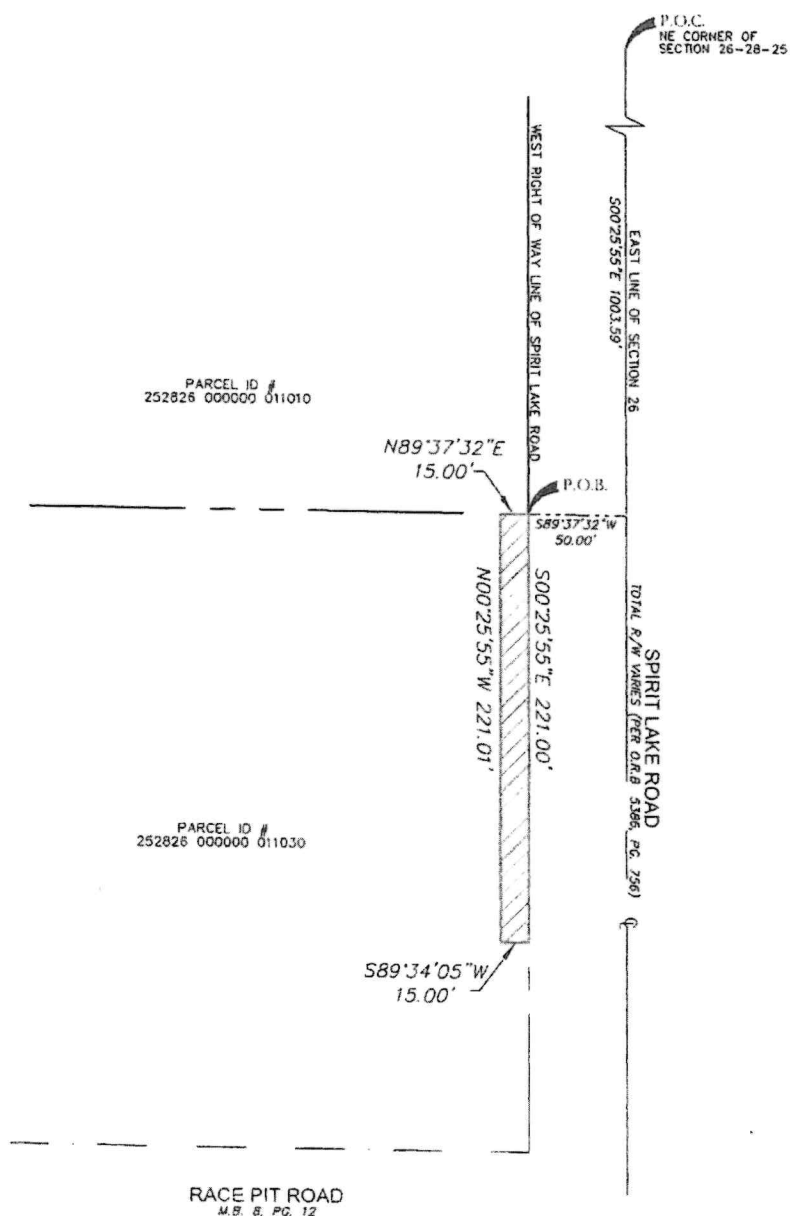
DATE: <u>06/03/2024</u> APPROVED BY: <u>DPW</u> JOB NO. <u>22030034</u> DRAWN BY: <u>SOB</u>		REVISED: _____ _____ _____ _____ _____	THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED FOR: WILLIAMS CONSTRUCTION COMPANY BEARINGS SHOWN ARE BASED ON EAST LINE OF SECTION 26 BEING 900.2559', AN ASSUMED BEARING	DEEP SOUTH SURVEYING 308 Avenue G SW, Suite 218 Winter Haven, Florida 33880 863.797.3366 orders@deepsouthsurveying.com Certificate of Authentication LR8086	1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND. 2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. 3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE LEGAL DESCRIPTION SHOWN WAS PREPARED BY: <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> David P Winters </div> <div style="border: 1px solid black; border-radius: 50%; padding: 5px; text-align: center;"> <small>Digital Signature by</small> <small>David P Winters</small> <small>Date: 2024.06.03</small> <small>040203-0400</small> </div> <div style="margin-left: 10px; font-size: small;"> <small>FOR THE</small> <small>FILE</small> </div> </div> <small>DAVID P WINTERS, LS #7034 06/03/2024</small>
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SKETCH OF DESCRIPTION

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORD BOOK
ID	IDENTIFICATION
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
FT.	FEET
PG.	PAGE
M.B.	MAP BOOK

Exhibit "A" - Sheet 2 of 2



DEEP SOUTH
SURVEYING

308 Avenue G SW, Suite 218
Winter Haven, Florida 33880
863.797.3366

orders@deepsouthsurveying.com
Certificate of Authentication LB8086

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 2

DATE: 09/23/2024

SCALE: 1" = 40 FEET

APPROVED BY: OPW

JOB NO. 22030034

DRAWN BY: SOB

REVISED:

THE LEGAL DESCRIPTION SHOWN HEREON
WAS PREPARED FOR:
WILLIAMS CONSTRUCTION COMPANY

MEASUREMENTS SHOWN ARE BASED ON A FATH LINE OF
SECTION 26 BEING 360'25"0", ON ASSUMED DATUM



Polk County
Board of County Commissioners

Agenda Item R.31.

10/1/2024

SUBJECT

Adopt Resolution Setting Truck Restrictions on Kalogridis Road (near Haines City). (\$171.01 one-time expense)

DESCRIPTION

Polk County Roads & Drainage received a request from an area resident to post No Thru Trucks signs on Kalogridis Road. In researching the request, staff discovered that some commercial truck drivers are utilizing Kalogridis Road to travel from Hinson Avenue to Johnson Avenue and vice versa. Commercial trucks cannot easily navigate this roadway, which is residential in nature, with several 90-degree turns. The Roads & Drainage Division proposes to restrict thru commercial vehicles along Kalogridis Road, to encourage truck traffic to use Power Line Road, rather than travel through a residential area.

FS 316.008 allows local governments to prohibit or regulate the use of certain roadways by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic. Based on staff research, it was determined that postings of "No Thru Trucks" for Kalogridis Road will benefit the residents in the area, as well as the traveling public, by restricting commercial traffic.

RECOMMENDATION

Request Board adopt the associated Resolution to establish truck restrictions for Kalogridis Road. Estimated cost for installation of the signs is \$171.01.

FISCAL IMPACT

Funds are budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS FS 316.008 allows local governments to prohibit or regulate the use of certain roadways by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic, and

WHEREAS the following road is a County-maintained Rural Minor Collector road:

Kalogridis Road (Road Number 772507) from Hinson Avenue to Miss Mary Ann Road. Located in S-25, T-27S, R-27E, and

WHEREAS the conveyance of commercial truck traffic along this road has been found to be incompatible with the normal and safe movement of traffic,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Kalogridis Road to be posted “No Thru Trucks” from Hinson Avenue to Miss Mary Ann Road.

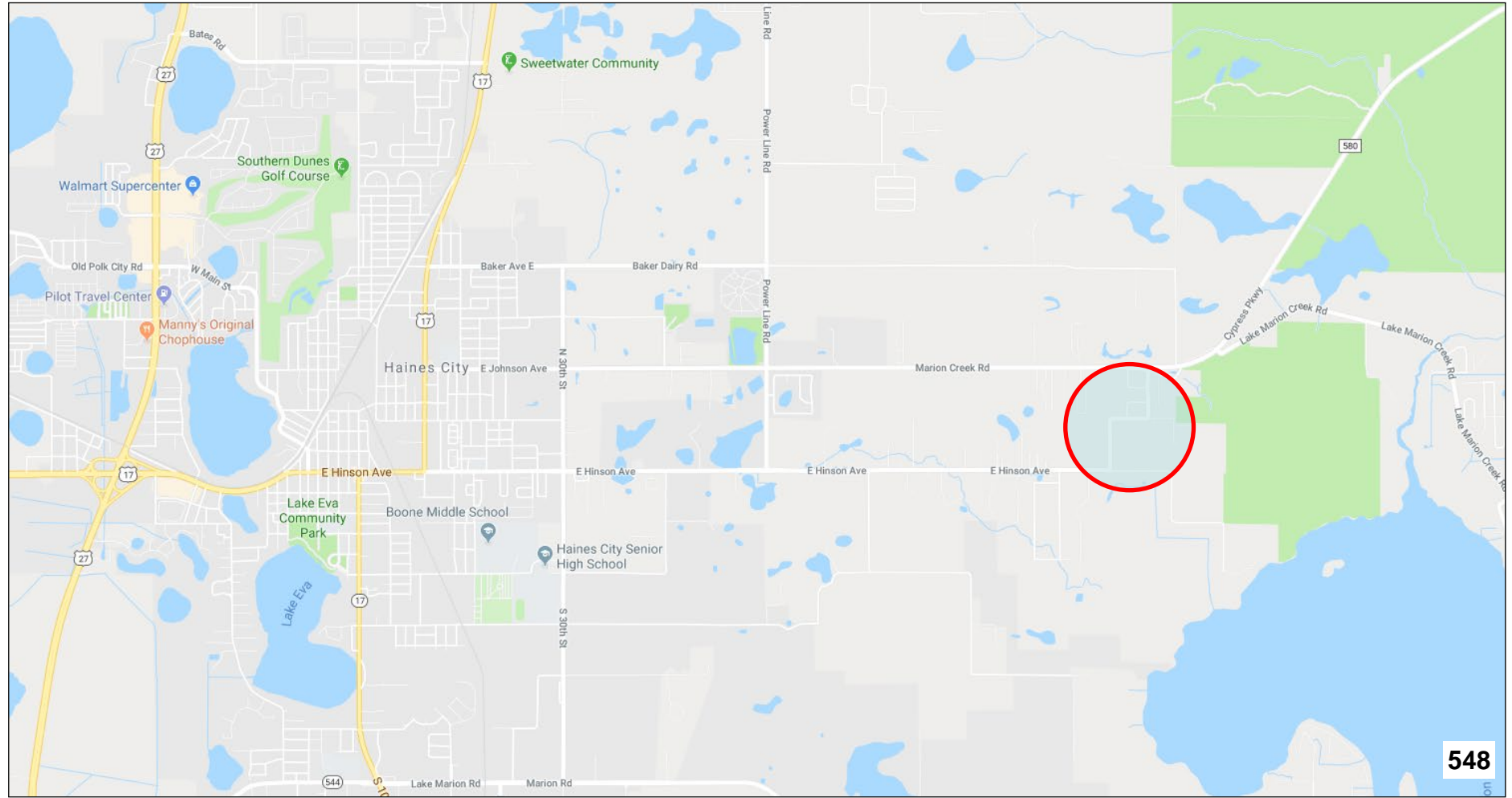
DATED this 1st October 2024.



Kalogridis Rd (Haines City Area)

Request for Truck Restrictions

Vicinity Map





Kalogridis Rd (Haines City Area)

Request for Truck Restrictions





Polk County
Board of County Commissioners

Agenda Item R.32.

10/1/2024

SUBJECT

Approve a Non-Exclusive Commercial Franchise for FY2024-25 by Roggen Clyne Development. (No Fiscal Impact)

DESCRIPTION

Roggen Clyne Development is requesting approval for new Non-Exclusive Commercial Franchise for FY2024-25 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Roggen Clyne Development as a Non-Exclusive Commercial Franchise for FY2024-25.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Roggen Clyne Development - 263 Date: 6/6/24

Status	Brief Description of Application Requirements
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
<input type="checkbox"/> Met; <input type="checkbox"/> Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) <i>In the letter</i>
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
<input type="checkbox"/> Met; <input type="checkbox"/> Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT \$2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

DRAFT



2840 Security Lane
Lakeland, FL 33803

Ph: (863)-666-1999
Fax: (863)-666-1666

June 13, 2024

Polk County Waste & Recycling Division
10 Environmental Loop South
Winter Haven, Florida 33880

Re: Non-Exclusive Commercial Franchise

Please accept this correspondence as our Application Form to obtain a Non-Exclusive Commercial Franchise for the purpose of collecting, removing, and transporting commercial solid waste within Polk County and landfill privileges.

Roggen Clyne Development is a commercial site development company invoiced in land clearing, earthmoving, underground utilities, and road construction. The roll-off container division was added to help facilitate the collection, removal, and transporting of solid waste generated from its land clearing and demolition activities. Subsequently by natural extension, the roll-off container service was provided to the General Contractors the site development company was under contract with.

Roggen Clyne Development or any of its principals or offices are not involved in any litigation, criminal proceedings, or agency enforcement cases.

Our staff includes:

Kyle Clyne – President
Stacey Clyne – Sec/Tres
Kaleb Sherrouse – Dispatcher

Our CDL drivers for the roll-off trucks are:

James Wood
Robert Uhl
Keith Roggen

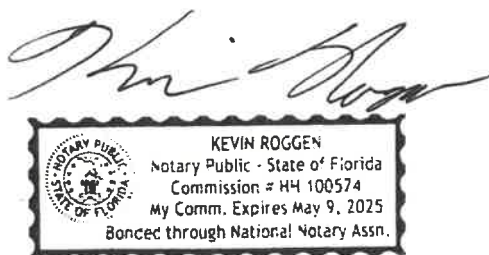
Sincerely,



Kyle Clyne
President

County: Polk
State: Florida

Sworn to and subscribed before me by physical presence this 13th day of June 2024, by Kyle Clyne, President of Roggen Clyne Development who is personally known to me.



2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P22000062631

Entity Name: ROGGEN CLYNE DEVELOPMENT, INC.

Current Principal Place of Business:

2840 SECURITY LANE
LAKELAND, FL 33803

Current Mailing Address:

2840 SECURITY LANE
LAKELAND, FL 33803 US

FEI Number: 88-3676102

Name and Address of Current Registered Agent:

MILLER, THEODORE R
2323 S. FLORIDA AVENUE
LAKELAND, FL 33803 US

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name CLYNE, KYLE T
Address 2840 SECURITY LANE
City-State-Zip: LAKELAND FL 33803

Title SEC
Name CLYNE, STACEY L
Address 2840 SECURITY LANE
City-State-Zip: LAKELAND FL 33803

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KYLE CLYNE

PRESIDENT

01/04/2024

Electronic Signature of Signing Officer/Director Detail

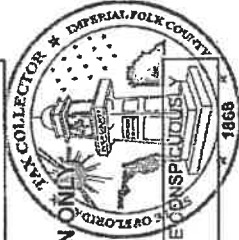
Date

POLK COUNTY LOCAL BUSINESS TAX RECEIPT (4)
ACCOUNT NO. 251223 CLASS: A EXPIRES: 09/30/2024

OWNER NAME	LOCATION
KYLE CLYNE	2840 SECURITY LN LAKELAND

BUSINESS NAME AND MAILING ADDRESS
ROGGEN CLYNE DEVELOPMENT
ROGGEN CLYNE DEVELOPMENT
2840 SECURITY LN
LAKELAND, FL 33803

CODE 230000 ACTIVITY TYPE LTD NON-LICENSED CONSTRUCTION ONLY



OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

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

PAID - 1637143 07/10/2023 OPY OLP 31.50 ROGGEN CLYNE DEVELOPMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2024

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

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

PRODUCER WorkComp Solutions, Inc. 5143 South Lakeland Drive, Suite 1 Lakeland, FL 33813 www.workcompsolutionsfl.com	CONTACT NAME: Eglis Vinson PHONE (A/C, No, Ext): 863-646-4642 E-MAIL ADDRESS: eglis@workcompsolutionsfl.com FAX (A/C, No): 863-646-3521 INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10335
--	---	------------------------

COVERAGES **CERTIFICATE NUMBER:** 80377490 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			196-56865	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

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

30 Day Notice of Cancellation Applies

CERTIFICATE HOLDER Polk County Waste & Recycling 10 Environmental Loop South Winter Haven FL 33880	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Darrell J. Mills
--	--

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ACORD 25 (2016/03)

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ROGGENT-01

DIBJO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2024

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

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

PRODUCER Mulling Insurance Agency, Inc. P.O. Box 308 Auburndale, FL 33823	CONTACT NAME: Joshua Dibling PHONE (A/C, No, Ext): (863) 967-4454 E-MAIL ADDRESS: joshd@mullinginsurance.com FAX (A/C, No): (863) 967-7592														
INSURED Roggen Clyne Development Inc 2840 Security Lane Lakeland, FL 33803-7333	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Addison Insurance Company</td><td>10324</td></tr><tr><td>INSURER B : Travelers Casualty and Surety Co. America</td><td>31194</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Addison Insurance Company	10324	INSURER B : Travelers Casualty and Surety Co. America	31194	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Addison Insurance Company	10324														
INSURER B : Travelers Casualty and Surety Co. America	31194														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			85325447	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			85325447	9/18/2023	9/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2X277659	9/18/2023	9/18/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine Policy			85325447	9/18/2023	9/18/2024	Rented/Leased Equip 250,000

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

CERTIFICATE HOLDER

CANCELLATION

Polk County
10 Environmental Loop South
Winter Haven, FL 33880

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FOR YEAR 2024

ACCEPTED

[illegible]

Customers:	Pick up frequency:	type of container	
Rodda Construction	As needed	15-40 yard container	Please be advised that we pick up construction and demolition debris.
Strickland Construction	As needed	15-40 yard container	Please be advised that we pick up construction and demolition debris.
Clancy & Theys	As needed	15-40 yard container	Please be advised that we pick up construction and demolition debris.
Fuqua Construction	As needed	15-40 yard container	Please be advised that we pick up construction and demolition debris.
Doka, Inc.	As needed	15-40 yard container	Please be advised that we pick up construction and demolition debris.
Greer Contracting	As needed	15-40 yard container	Please be advised that we pick up construction and demolition debris.
Olson Construction	As needed	15-40 yard container	Please be advised that we pick up construction and demolition debris.
Springer Construction	As needed	15-40 yard container	Please be advised that we pick up construction and demolition debris.
Retreat at Stuart Crossing	As needed	15-40 yard container	Please be advised that we pick up construction and demolition debris.

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT,
REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE
WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Kyle Clyne who, first being duly sworn, on oath deposes and states, as follows:

- 1) He is The president of Roggen Clyne Development, Inc., a Florida corporation.
- 2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.
- 3) There are no unsatisfied judgments entered against Roggen Clyne Development, Inc.
- 4) There are no liens of record filed by the Internal Revenue Service against Roggen Clyne Development, Inc.
- 5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Roggen Clyne Development, Inc.
- 6) Roggen Clyne Development, Inc. acknowledges and consents that the County shall have the right to inspect Roggen Clyne Development, Inc. vehicles, containers, compactors, and other equipment at any time.
- 7) During the time of the existing Commercial Franchise, Roggen Clyne Development, Inc. has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term Roggen Clyne Development, Inc. will continue to comply with the same.

Further the affiant sayeth not.

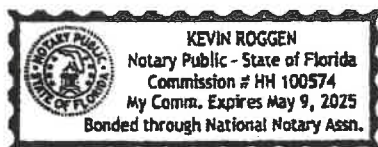
Dated the 8th day of August, 202

[Signature]
Sworn Person Signature

Kyle Clyne, President

Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 8th day of August, 202, by Kyle Clyne, who is either ☒ personally known to me



(AFFIX NOTORIAL SEAL)

[Signature]
Notary Public Signature
Kevin Roggen

Printed Name of Notary Public
HH 100574 May 9, 2025

Notary Commission Number/Expiration

INDEMNITY

WHEREAS, THE UNDERSIGNED Kyle Clyne
(the "Undersigned"), is the President of Roggen Clyne Development
(the "company"), a Florida Corporation,

WHEREAS, Roggen Clyne Development, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and


WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of Roggen Clyne Development

NOW, THEREFORE, in consideration of the benefits accruing to Roggen Clyne Development and for other good and valuable consideration, the Undersigned, by and on behalf of Roggen Clyne Development does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Roggen Clyne Development, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

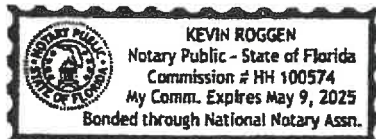
IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Roggen Clyne Development this 5t day of August, 2024.

ATTEST:

By: 
Kevin Roggen, Office Manager
[Printed Name, Title]

Roggen Clyne Development
a Florida Corporation
By: 
Kyle Clyne, President
[Printed Name, Title]

SEAL



Polk County Waste & Recycling
10 Environmental Loop S
Winter Haven, FL 33880

Check: 6793
Date: 6/6/2024
Vendor: PLKWSTRS

<u>Invoice</u>	<u>P.O. Num.</u>	<u>Invoice Amt</u>	<u>Prior Balance</u>	<u>Retention</u>	<u>Discount</u>	<u>Amt. Paid</u>
2024 renewal renewal fee		500.00	500.00	0.00	0.00	500.00
		<u>500.00</u>	<u>500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>

6793

6/6/2024 *****500.00
THE SUM OF FIVE HUNDRED DOLLARS AND NO CENTS *****

Polk County Waste & Recycling
10 Environmental Loop S
Winter Haven, FL 33880

Check: 6793
Date: 6/6/2024
Vendor: PLKWSTRS

<u>Invoice</u>	<u>P.O. Num.</u>	<u>Invoice Amt</u>	<u>Prior Balance</u>	<u>Retention</u>	<u>Discount</u>	<u>Amt. Paid</u>
2024 renewal renewal fee		500.00	500.00	0.00	0.00	500.00
		<u>500.00</u>	<u>500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>



Polk County
Board of County Commissioners

Agenda Item R.33.

10/1/2024

SUBJECT

Approve a Non-Exclusive Commercial Franchise for FY2024-25 by Waste Pro of Florida Inc. (No Fiscal Impact)

DESCRIPTION

Waste Pro of Florida Inc is requesting approval for new Non-Exclusive Commercial Franchise for FY2024-25 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Waste Pro of Florida Inc as a Non-Exclusive Commercial Franchise for FY2024-25.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Waste Pro - 1191

Date: 6/5/2024

Status	Brief Description of Application Requirements
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT \$2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
<input type="checkbox"/> Met; <input type="checkbox"/> Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

DRAFT

0020005529	POLK COUNTY BOARD OF COUNTY COMMISS			05/31/2024	55012742
Ref Nbr	Invoice Nbr	Inv Date	Invoice Amount	Amount Paid	Net Check Amt
1900018739	2024 FF RENEWAL	05/29/2024	2,300.00	2,300.00	0.00
					2,300.00

COPY

RECEIVED
 2024 JUN -4 AM 10:44
 POLK COUNTY
 WASTE & RECYCLING

WASTE PRO

Caring For Our Communities

WELLS FARGO BANK, NA
 11-24/1210
 2101 W. State Road 434 Suite 315
 Longwood, FL 32779

CHECK # **55012742**

DATE **05/31/2024**

Check Amount

******2,300.00**

PAY -TWO THOUSAND THREE HUNDRED and 00/100----- US Dollars

TO THE
ORDER OF

POLK COUNTY BOARD OF COUNTY COMMISS
 10 ENVIRONMENTAL LOOP S
 WINTER HAVEN FL 33880-1072

VOID AFTER 90 DAYS

C. J. Fabian
 Authorized Signature

⑈ 55012742⑈ ⑆ 121000248⑆ 4940000979⑈

10 Environmental Loop South
Winter Haven, FL 33880



PHONE: 863-284-4319
FAX: 863-284-4321
www.polk-county.net

WASTE & RECYCLING DIVISION

May 08, 2024

Dear Polk County Franchise Waste Hauler:

Pursuant to Polk County Ordinance 13-069, each Non-Exclusive Commercial Franchise is required to be renewed annually. The renewal process includes an annual renewal fee in the amount of \$500 and the following:

- 1) Updated applicant information, including the identity of the applicant's principals, partners, and management. Any partnership, corporation, or other business entity must be authorized to do business within the state of Florida and must be in good standing with the Florida Department of State, Division of Corporations. (*Ordinance Section 4-1C - 1, 2a, b, & c*)
- 2) A complete list of vehicles, equipment, and other physical assets that will be used to collect and transport solid waste within Polk County, including make, model, capacity, size, type, and vehicle identification number. (*Ordinance Section 4-1C - 2d*)
- 3) A complete list of customers, the frequency of services, the identification number, size, capacity, and type of container used to collect solid waste within Polk County. (*Ordinance Section 4-1C - 2e*)
- 4) Current, original Certificates of Insurance, listing Polk County as the "Certificate Holder." Applicants are required to provide proof of comprehensive general liability and workers compensation. (*Ordinance Section 4-1C - 2g*)
- 5) Notarized Affidavit and Indemnity (*Attached*)

Each vehicle in your fleet is also required to pass an annual vehicle safety inspection. The fee for the annual vehicle safety inspections is \$200 per vehicle and will be conducted on an ongoing basis as the trucks come to the landfill or at your facility. You may also contact our office to schedule an inspection if necessary.

Polk County reserves the right to revoke and/or modify any Non-Exclusive Commercial Franchise for the collection of solid waste.

If you have any questions, please do not hesitate to contact me at (863) 284-4319.

Sincerely,

Barbara Ramos
Financial Administrator

RECEIVED
 2024 JUN -4 AM 10:34
 POLK COUNTY
 WASTE & RECYCLING

Attachments:

Polk County Solid Waste Ordinance, Section 4-1

Non-Exclusive Commercial Franchise Annual Vehicle List

Non-Exclusive Commercial Franchise Annual Container List

Affidavit Statement

Indemnity Statement

RECEIVED

2024 JUN -4 AM 10:34

**POLK COUNTY
WASTE & RECYCLING**



Waste Pro of Florida, Inc.
Polk County Non-Exclusive Franchise Renewal
Polk County Solid Waste Ordinance Article IV Requirements

Section 4-1C, (2), (c) – Litigation:

No Waste Pro company principals, partners, or officers were involved or the subject of any state or federal agency enforcement actions.

Waste Pro of Florida, Inc. v. Gulf County, Florida, Board of County Commissions, on behalf of Gulf County, Florida; pending in the Circuit Court of the Fourteenth Judicial Circuit in and for Gulf County, Florida; Case No.:2019-CA-000157

Summary: In 2019, Waste Pro filed an action against Gulf County for its breach of a solid waste agreement that required Waste Pro, in addition to performing solid waste collection and disposal services, to construct, finance, and operate a new transfer station facility on the County's landfill site. The agreement provided that, in the event, the County did not renew with Waste Pro, services agreement there was an exclusive option for the County to purchase the transfer station. Waste Pro constructed the transfer station and operated the transfer station as it was required to do. Thereafter, the County gave notice of its intent to proceed with a procurement process for the services provided by Waste Pro. Throughout the procurement process, the County informed the bidders that the services to be performed included the operation of the County-owned transfer station/facility if Waste Pro was not the successful bidder. When the County awarded the new service contract to a third party, a dispute arose between the County and Waste Pro as to the amount the County was required to pay Waste Pro for the transfer station. The County has counter-sued for breach of the services agreement and the lease agreement related to Waste Pro's lease of the transfer station while Waste Pro operated it. The action is currently pending.

City of Port St. Lucie V. Waste Pro of Florida, Inc., pending in the Circuit Court of Nineteenth Judicial Circuit in and for St. Lucie County, Florida; Case No.: 56 2021 CA 001628

Summary: In 2021, Port St. Lucie filed a declaratory relief action against Waste Pro seeking a declaration that Waste Pro's declaration of an event of force majeure did not fall within the contract's force majeure clause. Waste Pro had declared an event of force majeure after the Delta variant caused an increase in Covid-19 cases and various government programs/laws implemented due to the pandemic created workforce issues for Waste Pro. That declaratory relief action is currently pending, and Port St. Lucie later amended to bring anticipatory breach and breach of contract claims. Due to claimed performance issues, Waste Pro had nearly \$2 million in liquidated damages withheld by Port St. Lucie. Waste Pro believes that those withheld amounts were punitive in nature, and not reasonably related to any costs expended or damages suffered by Port St. Lucie. As a result, Waste Pro has counter-sued for the amounts that are not reasonably related to costs incurred or damages suffered by Port St. Lucie. The action is currently pending.

Waste Pro of Florida, Inc. v. City of Cape Coral, Case No: 2022-CA-001123 Summary:

Litigation was initiated, not because of service issues, but to determine if certain contract



assessments were proper under the contract. Both Waste Pro and the City filed as parties of this litigation. The parties had negotiated for many months before resorting to the court system. The case is pending but has had no impact on the working relationship between Waste Pro and the City, or the current service level to the residents. The parties continue to try to amicably resolve the issue.

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND
TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

**STATE OF FLORIDA
COUNTY OF Seminole**

Before me, the undersigned notary public authorized to administer oaths, personally appeared Erik Sankey, who, first being duly sworn on oath deposes and states, as follows:

- 1) He is Erik Sankey, Regional Vice President, Waste Pro of Florida, Inc. a Florida corporation.
- 2) He has personnel knowledge of the facts stated in this Affidavit and that all such facts are true and correct.
- 3) No company principals, partners, or officers were involved or subject of any litigation, criminal proceedings, or agency enforcement actions.

Further the affiant sayeth not.

Dated the 15th day of August 2024


Sworn Person Signature

Erik Sankey RVP
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 15th day of August 2024 by Erik Sankey who is personally known to me.


Notary Public Signature

Brandy H Bramer
Printed Name of Notary Public

(AFFIX NOTORIAL SEAL)

HH 482308 / 4/13/2028
Notary Commission Number/Expiration



BRANDY H. BRAMER
Commission # HH 482308
Expires April 13, 2028

Waste Pro of Florida, Inc.
Polk County Non-Exclusive Franchise Renewal
Polk County Solid Waste Ordinance Article IV Requirements

Section 4-1C, (2), (a) – Principals and Management:

John J. Jennings, Chairman
Sean M. Jennings, CEO and President
Cort Sabina, CFO, EVP
Michael Conley, Division Manager

Waste Pro of Florida, Inc. is a privately-owned company. Mr. John J. Jennings is the founder and Chairman, his son Mr. Sean M. Jennings is the CEO and President.

***State of Florida
Department of State***

I certify from the records of this office that **WASTE PRO OF FLORIDA, INC.** is a corporation organized under the laws of the State of Florida, filed on January 5, 2001.

The document number of this corporation is **PD1000003611**.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 16, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of January, 2024*




Secretary of State

Tracking Number: 9111717323CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sosbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

RECEIVED
2024 JUN -4 AM 10:34
POLK COUNTY
WASTE & RECYCLING

Section 4-1C, (2), (b) – Experience and Qualifications:

John J. Jennings – Executive Board Chairman - is the founder and visionary behind Waste Pro USA. His father, Michael Jennings, was an Irish immigrant who worked as a garbage man in Long Island, New York and taught his son the importance of a diligent work ethic. The lessons he learned from his father translated into what is now Waste Pro's mission: to create more sustainable, cost-effective waste and recycling solutions.

Jennings attended Holy Cross High School in Queens, New York, and was elected into the school's Hall of Fame for his business accomplishments and philanthropy in supporting the school. He went on to earn a Bachelor of Science degree in Management and M.B.A. degree in Finance from St. John's University and a Chartered Investment Analysis degree from New York Institute of Finance.

After moving to Florida, started in the industry at the bottom and worked his way up. In the beginning, he went out early in the morning on the trucks with the drivers to see things firsthand. Eventually, he improved the business and transformed the company into Jennings Environmental Services, which became the largest privately-owned waste disposal company in central Florida. Upon merging with USA Waste Services, Inc. in 1996, Jennings Environmental Services became a subsidiary and Jennings was named Regional Vice President for Florida and the Caribbean. USA acquired what is today Waste Management. When Jennings left the firm many of the company's leaders said, "what are we going to do next" and Waste Pro was created in 2001.

As Waste Pro Chairman of the Board and Chief Executive Officer, Jennings has transformed the firm to become one of the fastest-growing solid waste companies in the United States. In the first month of business Waste Pro earned just \$800 in revenue. In 2019, Waste Pro's revenue exceeded \$733 million. Today Waste Pro operates in 11 Southeastern states with a team of more than 3,800.

Throughout his time as CEO, Jennings made safety a top priority. All trucks are equipped with technology to assist drivers and increase their productivity, and approximately \$5 million has been rewarded since 2004 to drivers who practice safe habits.

Going 'green' has been another key part of Jennings' leadership. In 2011, Waste Pro invested \$100 million in Compressed Natural Gas (CNG)-powered trucks and have since opened nine CNG fueling stations.

In 2020, John Jennings passed the torch to his son, Sean, to become President & CEO. He remains Executive Board Chairman with Waste Pro.

Jennings has been recognized as one of *Florida Trend's* 500 most influential business leaders in 2018, 2019 and 2020. Also in 2020, Jennings was honored with a Legacy Award by *MSW Management*, the official journal of the Solid Waste Association of North America (SWANA) and was a recipient of the Albert Nelson Marquis Lifetime Achievement Award as part of the annual *Marquis "Who's Who"*. In 2011, he was unanimously elected to the National Solid Waste Management Association Hall of Fame and was the honorary keynote speaker of the 2011 Executive Roundtable for America's Solid Waste Leaders.

Sean Jennings – President & CEO - son of Waste Pro Founder John Jennings, has been exposed to every facet of the waste and recycling business throughout his life and more formally since joining the industry officially in 2012.

Jennings, a third-generation garbage man, joined his father in all aspects of the garbage business throughout his youth. Following graduation from the University of Alabama, where he majored in finance and minored in economics, he spent a year working in collection and landfill disposal in Costa Rica.

When Jennings returned to the United States, he worked in operations and landfill construction in Georgia and Mississippi before joining Waste Pro in 2014 as Division Manager of the Tampa-Clearwater area. He then assumed the management role at the company's Sarasota/Bradenton Division in 2016. As Division Manager, Jennings led the charge to build a compressed natural gas (CNG) station and recycling facility. In addition to his role as President & CEO, Sean serves on numerous community boards. In 2018, he was honored with *Waste360's* 40 Under 40 Award. Sean was also a member of Waste Pro's inaugural Leaders Initiative class. Sean currently resides in Sarasota, FL.

Cort Sabina, Chief Financial Officer – Cort Sabina has 25 years of in-depth financial management experience. During his career he has held numerous positions including Staff Auditor and Audit Manager. He started his career in the waste industry with Allied in 2000. In 2006 he joined Waste Pro as a Corporate Controller. He has held the position of V.P. and Chief Accounting Officer and most recently in June 2013 has assumed the duties of the CFO. He is a member of the Rollins College Financial Leadership Network (FLN) as part of the CFO Council.

Keith Banasiak – Chief Operating Officer & Senior Vice President - As a Graduate of Indiana University with a B.S. in Business Administration, Keith Banasiak has more than 30 years of management experience in the waste industry. In 1987, he started in the non-ferrous scrap processing and reclamation industry. Primarily responsible for processing operations, he managed fleet operations, disposal of residual special waste and the facility environmental requirements of state and local governments.

In 2001, he relocated to Ft. Myers as Regional Manager for a private solid waste and disposal hauling company. He was responsible for managing two facilities that covered four counties in South Florida. These municipal contracts consisted of 85,000 residential units and 7500 commercial accounts.

Banasiak, who was named Senior Vice President in 2019, has more than 30 years of experience in the waste industry. Prior to his promotion last year, he served as Regional Vice President of Waste Pro's Florida West Coast operations, one of the company's largest regions with more than 275,000 residential customers and more than 10,000 commercial customers across Florida's West Coast from Taylor County south through Collier County.

A resident of Southwest Florida, Banasiak is involved in many local and regional community organizations, including serving as Chairman Emeritus of both Keep Lee County Beautiful and Keep Manatee Beautiful. He also serves as Chairman for the Community Cooperative and board member for The Foundation for Lee County Public Schools.

Regina Caronia, Division Manager, Orlando: - Regina began her career in 1991 with Western Waste. In 1992, she joined IWS – which was also created by Waste Pro Founder John Jennings and later became BFI. From there, she worked her way up throughout the industry with national haulers such as Veolia and gained valuable experience managing residential and commercial work and overseeing customer relations. Regina leads the Orlando Division, which services more than 70,000 customers in the cities of

Maitland and Winter Park, the town of Windermere, and unincorporated Orange County. Her strong operational background will continue to support the success of the location and its ability to provide a high level of service while creating sustainable growth opportunities. Additionally, Regina has an extensive background in maintaining and building relationships within the municipal and commercial sectors. Phone: 407-398-0348, Fax: 407-389-0357, rcaronia@wasteprousa.com, 1400 S. Orange Blossom Trail, Orlando, FL., 32805

Section 4-1C, (2), (c) – Litigation:

Waste Pro of Florida, Inc. v. Gulf County, Florida, Board of County Commissions, on behalf of Gulf County, Florida; pending in the Circuit Court of the Fourteenth Judicial Circuit in and for Gulf County, Florida; Case No.:2019-CA-000157

Summary: In 2019, Waste Pro filed an action against Gulf County for its breach of a solid waste agreement that required Waste Pro, in addition to performing solid waste collection and disposal services, to construct, finance, and operate a new transfer station facility on the County's landfill site. The agreement provided that, in the event, the County did not renew with Waste Pro, services agreement there was an exclusive option for the County to purchase the transfer station. Waste Pro constructed the transfer station and operated the transfer station as it was required to do. Thereafter, the County gave notice of its intent to proceed with a procurement process for the services provided by Waste Pro. Throughout the procurement process, the County informed the bidders that the services to be performed included the operation of the County-owned transfer station/facility if Waste Pro was not the successful bidder. When the County awarded the new service contract to a third party, a dispute arose between the County and Waste Pro as to the amount the County was required to pay Waste Pro for the transfer station. The County has counter-sued for breach of the services agreement and the lease agreement related to Waste Pro's lease of the transfer station while Waste Pro operated it. The action is currently pending.

City of Port St. Lucie V. Waste Pro of Florida, Inc., pending in the Circuit Court of Nineteenth Judicial Circuit in and for St. Lucie County, Florida; Case No.: 56 2021 CA 001628

Summary: In 2021, Port St. Lucie filed a declaratory relief action against Waste Pro seeking a declaration that Waste Pro's declaration of an event of force majeure did not fall within the contract's force majeure clause. Waste Pro had declared an event of force majeure after the Delta variant caused an increase in Covid-19 cases and various government programs/laws implemented due to the pandemic created workforce issues for Waste Pro. That declaratory relief action is currently pending, and Port St. Lucie later amended to bring anticipatory breach and breach of contract claims. Due to claimed performance issues, Waste Pro had nearly \$2 million in liquidated damages withheld by Port St. Lucie. Waste Pro believes that those withheld amounts were punitive in nature, and not reasonably related to any costs expended or damages suffered by Port St. Lucie. As a result, Waste Pro has counter-sued for the amounts that are not reasonably related to costs incurred or damages suffered by Port St. Lucie. The action is currently pending.

Waste Pro of Florida, Inc. v. City of Cape Coral, Case No: 2022-CA-001123 Summary: Litigation was initiated, not because of service issues, but to determine if certain contract assessments

were proper under the contract. Both Waste Pro and the City filed as parties of this litigation. The parties had negotiated for many months before resorting to the court system. The case is pending but has had no impact on the working relationship between Waste Pro and the City, or the current service level to the residents. The parties continue to try to amicably resolve the issue.

Section 4-1C, (2), (d) – Vehicles & Equipment:

- Annual Truck List provided below.
- Annual Container List provided below.

Section 4-1C, (2), (e) – Customer Information & Frequency:

- Requested information is contained in provided Annual Container provided below.

Section 4-1C, (2), (f) – Inspection Acknowledgement:


Waste Pro of Florida, Inc., acknowledges and consents that the County shall have the right to inspect vehicles, containers, compactors and other equipment at any reasonable time.

Section 4-1C, (2), (g) – Insurance:

- Certificate of insurance provided.

Section 4-1C, (2), (h) – Polk County Business Tax Receipt:

POLK COUNTY LOCAL BUSINESS TAX RECEIPT			
ACCOUNT NO. 195881	CLASS: A	EXPIRES:	09/30/2024
OWNER NAME		LOCATION	
TIMOTHY M DOLAN		POLK COUNTY	
BUSINESS NAME AND MAILING ADDRESS		CODE	ACTIVITY TYPE
WASTE PRO OF FLORIDA INC WASTE PRO OF FLORIDA INC 3706 SAINT JOHNS PKWY SANFORD, FL 32771		228080 488080	LTD UTILITY RELATED ACTIVITY LTD TRANSPORTATION
OFFICE OF JOE G. TEDDER, GFC * TAX COLLECTOR		THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE DISPLAYED AT THE BUSINESS LOCATION	
PAID - 1887211 07/25/2023 HSP TP 31.50 WASTE PRO OF FLORIDA INC			



Section 4-1C, (2), (i) – Affidavit Supporting Renewal:

- Signed notarized affidavit provided.

Section 4-1C, (2), (j) – Indemnification of Polk County:

- Signed notarized indemnification provided.

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT,
REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE
WITHIN POLK COUNTY


STATE OF FLORIDA
COUNTY OF Seminole

Before me, the undersigned notary public authorized to administer oaths, personally appeared Erik Sankey who, first being duly sworn, on oath deposes and states, as follows:

- 1) He is Regional Vice President, Waste Pro of Florida, Inc., a Florida corporation.
- 2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.
- 3) There are no unsatisfied judgments entered against Waste Pro of Florida, Inc.
- 4) There are no liens of record filed by the Internal Revenue Service against Waste Pro of Florida, Inc.
- 5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Waste Pro of Florida, Inc.
- 6) Waste Pro of Florida, Inc acknowledges and consents that the County shall have the right to inspect Waste Pro of Florida, Inc vehicles, containers, compactors, and other equipment at any time.
- 7) During the time of the existing Commercial Franchise, Waste Pro of Florida, Inc has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term Waste Pro of Florida, Inc will continue to comply with the same.

Further the affiant sayeth not.

Dated the 30 day of May, 2024



Sworn Person Signature
Erik Sankey, Regional Vice President

Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this _____ day of May, 2024, by Erik Sankey, Regional Vice President, who is either ☒ personally known to me; or ☐ has produced _____ N/A _____ as identification.

Notary Public Signature

Printed Name of Notary Public

(AFFIX NOTORIAL SEAL)

Notary Commission Number/Expiration

INDEMNITY

WHEREAS, THE UNDERSIGNED Erik Sankey
(the "Undersigned"), is the Regional Vice President of Waste Pro of Florida, Inc.
(the "Waste Pro of Florida, Inc"), a Florida Corporation,

WHEREAS, the Waste Pro of Florida, Inc, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Waste Pro of Florida, Inc

NOW, THEREFORE, in consideration of the benefits accruing to the Waste Pro of Florida, Inc and for other good and valuable consideration, the Undersigned, by and on behalf of the Waste Pro of Florida, Inc does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Waste Pro of Florida, Inc, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Waste Pro of Florida, Inc this 17 day of June, 2024.

ATTEST:

Waste Pro of Florida, Inc.
a Florida Corporation

By: _____

By: 

Sean Jennings, Present and Chief Executive Officer


Erik Sankey, Regional Vice President

[Printed Name, Title]

[Printed Name, Title]

SEAL




BRANDY H. BRAMER
Commission #HH 482308
Expires April 13, 2028



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2023

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

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

PRODUCER MARSH USA LLC. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323	CONTACT NAME: Susan Vignone PHONE (A/C, No, Ext): 813-207-6371 E-MAIL ADDRESS: susan.b.vignone@marsh.com FAX (A/C, No):																					
CN105058554-GAWUP-23-24	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Greenwich Insurance Company</td><td></td><td>22322</td></tr><tr><td>INSURER B : XL Insurance America, Inc.</td><td></td><td>24554</td></tr><tr><td>INSURER C : ACE Property & Casualty Insurance Company</td><td></td><td>20699</td></tr><tr><td>INSURER D : XL Specialty Insurance Company</td><td></td><td>37885</td></tr><tr><td>INSURER E : N/A</td><td></td><td>N/A</td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Greenwich Insurance Company		22322	INSURER B : XL Insurance America, Inc.		24554	INSURER C : ACE Property & Casualty Insurance Company		20699	INSURER D : XL Specialty Insurance Company		37885	INSURER E : N/A		N/A	INSURER F :		
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INSURER D : XL Specialty Insurance Company		37885																				
INSURER E : N/A		N/A																				
INSURER F :																						
INSURED Waste Pro of Florida 20344 US 27 Clermont, FL 34715																						

COVERAGES **CERTIFICATE NUMBER:** ATL-004673416-41 **REVISION NUMBER:** 16

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GEC300138206	11/22/2023	11/22/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			XEUG71761885005	11/22/2023	11/22/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	RWD300138006 (AOS) RWE943549706 (FL, GA) (SIR: \$600,000 FL) (\$750,000 GA)	11/22/2023 11/22/2023	11/22/2024 11/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Non-Exclusive Franchise for collection of commercial solid waste within unincorporated Polk County.

2024 JUN -4 AM 10:35
POLK COUNTY
WASTE & RECYCLING
RECEIVED

CERTIFICATE HOLDER

Polk County
Board of County Commissioners
Attn: Chairman of the Board
330 W Church St
PO Box 9005
Bartow, FL 33831-9005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN105058554

LOC #: Lauderdale



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC.		NAMED INSURED Waste Pro of Florida 20344 US 27 Clermont, FL 34715
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Contractors Pollution Legal Liability - Job Site

Pollution Condition resulting from Contracting Services defined as:
Trash compactor installation and maintenance

Carrier: Indian Harbor Insurance Company

Policy Number: PEC004900306

Dates: 02/28/2023 - 02/28/2024

Limit: \$2,000,000 each Pollution Condition; \$2,000,000 Annual Aggregate

Self-insured Retention: \$250,000

RECEIVED
2024 JUN -4 AM 10:39
POLK COUNTY
WASTE & RECYCLING

POLK COUNTY WASTE & RECYCLING
NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Waste Pro of Florida, Inc.

FOR YEAR 2024 - 2025 Page 1 of 5

OFFICE USE ONLY

DATE RECEIVED

DATE TO AUDITING

ACCEPTED

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	QTY		ON CALL	DAYS/WK	
BP ENVIRONMENTAL SERVICES			Yes	1	12	Yes		
WILLIAM'S PRESERVE HOA, INC	Yes			1	8		4	
WILLIAM'S PRESERVE HOA, INC	Yes			1	8		4	
PEDALER'S POND, LLC 2094			Yes	1	20	Yes		
PEDALER'S POND, LLC 2094		Yes	Yes	1	35	Yes		
PEDALER'S POND, LLC 2094			Yes	1	20	Yes		
WILLIAM'S PRESERVE HOA PHASE 2	Yes			1	8		4	
WILLIAM'S PRESERVE HOA PHASE 2	Yes			1	8		4	
PUBLIX#1686 - COMPACTOR		Yes	Yes	1	30	Yes		
WILLIAM'S PRESERVE HOA PHASE 3	Yes			1	8		4	
WILLIAM'S PRESERVE HOA PHASE 3	Yes			1	8		4	
PUBLIX#1195 - COMPACTOR		Yes	Yes	1	30	Yes		
PUBLIX#1410 - COMPACTOR		Yes	Yes	1	30	Yes		
PUBLIX#879 - COMPACTOR		Yes	Yes	1	30	Yes		
PUBLIX#1734 - COMPACTOR		Yes	Yes	1	30	Yes		
SOLANA HOA	Yes			1	6		2	
WATERSTONE PROPERTY HOA	Yes			1	8		3	
WATERSTONE PROPERTY HOA	Yes			1	8		3	
WATERSTONE PROPERTY HOA	Yes			1	8		3	
ACTION GATOR TIRE - DAVENPORT	Yes			1	4		1	
CHAMPIONS GATE FSED	Yes			1	8		2	
HALSTON FOUR CORNERS		Yes	Yes	1	35		1	
HOBBY LOBBY#966 - AOWR		Yes	Yes	1	40	Yes		
FID CAPITAL LLC			Yes	1	30	Yes		
FID CAPITAL LLC			Yes	1	30	Yes		
SUNCOAST - SRAUB			Yes	1	30	Yes		
HOMEGOODS - H1056		Yes	Yes	1	40	Yes		
TIJX #M1463		Yes	Yes	1	40	Yes		
ALPHA DUMPSTERS			Yes	1	30	Yes		
WAFFLE HOUSE#2420 - SLM	Yes			1	8		3	
FID CAPITAL LLC			Yes	1	30	Yes		
MEDULLA ELEM PO#004-22-099			Yes	1	30	Yes		
LEGACY LANDING	Yes			2	8		2	
AUBURNDALE EMS	Yes			1	2		1	
AUBURNDALE MAINTENANCE UNIT#3	Yes			1	8		2	
BABSON PARK FIRE RESCUE STATIO	Yes			1	2		1	
BONE VALLEY ATV PARK	Yes			1	8		1	
BRADLEY FIRE RESCUE	Yes			1	2		1	
CALOOSA LAKE FIRE STATION 1	Yes			1	2		1	
CENTRAL REGION WWTP			Yes	1	20		0.5	
CHRISTINA PARK #68300	Yes			1	8		2	
CHRISTINA PARK #68300	Yes			1	8		2	
CIRCLE B BAR RESERVE	Yes			1	6		2	
COLEMAN LANDING	Yes			1	8		2	
COTTONWOOD FIRE RESCUE (EMS)	Yes			1	2		1	
COTTONWOOD FIRE RESCUE (FIRE)	Yes			1	2		1	
CYPRESS GARDENS FIRE RESCUE (F	Yes			1	2		1	
CYPRESS GARDENS FIRE RESCUE (Yes			1	2		1	
DRAINAGE OFFICE	Yes			1	4		1	
DUNDEE MAINT OFFICE/FLEET SHOP	Yes			1	6		1	
DUNDEE MAINTENANCE UNIT #4	Yes			1	8		1	

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NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

 FRANCHISEE Waste Pro of Florida, Inc.

 FOR YEAR 2024 - 2025 Page 2 of 5

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (C U Y D)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	QTY		ON CALL	DAYS/WK	
ELOISE RESOURCE CENTER	Yes			1	4		2	
FACILITIES MANAGEMENT SHOP	Yes			1	8		1	
FLEET FUEL PUMPS	Yes			1	4		1	
FOUR CORNERS FIRE RESCUE	Yes			1	2		1	
FROSTPROOF FIRE RESCUE/EMS	Yes			1	6		1	
FROSTPROOF MAINTENANCE UNIT #6	Yes			1	8		1	
GOLFVIEW FIRE RESCUE (EMS)	Yes			1	2		1	
GOLFVIEW FIRE RESCUE (FIRE)	Yes			1	2		1	
HATCHINEHA PARK	Yes			1	6		2	
HIGHLAND CITY FIRE RESCE (FIRE	Yes			1	2		1	
HIGHLAND CITY FIRE RESCUE (EMS	Yes			1	2		1	
HIGHLAND CITY PARK	Yes			1	6		2	
HUNT FOUNTAIN PARK	Yes			1	6		2	
HUNT FOUNTAIN PARK	Yes			3	8		3	
INDIAN LAKE ESTATES FIRE RESCU	Yes			1	2		1	
JAN PHYL FIRE RESCUE (FIRE)	Yes			1	2		1	
JAN PHYL VILLAGE FIRE RESCUE (Yes			1	2		1	
JAN PHYL VILLAGE PARK FL	Yes			1	4		2	
JAN PHYL VILLAGE PARK RO			Yes	1	30	Yes		
KATHLEEN FIRE RESCUE/EMS	Yes			1	6		1	
LAKE ARBUCKLE FL	Yes			2	6		1	
LAKE ARBUCKLE			Yes	1	20	Yes		
LAKE EASY PARK			Yes	1	30	Yes		
LAKE MARION CREEK FIRE RESCUE	Yes			1	2		1	
LAKE WALES FIRE RESCUE (EMS)	Yes			1	2		1	
LAKE WALES FIRE RESCUE (FIRE)	Yes			1	2		1	
LAKELAND MAINT OFFICE	Yes			1	8		2	
LK ROSALIE BOAT DOCK	Yes			1	4		1	
LK WALK IN WATER BOAT DOCK	Yes			1	2		2	
LOUGHMAN FIRE RESCUE	Yes			1	2		1	
LOUGHMAN PARK	Yes			1	4		1	
LOYCE HARPE PARK	Yes			2	8		2	
LOYCE HARPE PARK	Yes			1	6		2	
MANAGEMENT DIST 2 OFFICE/ SHOP	Yes			1	8		1	
MANAGEMENT DIST 2 OFFICE/ SHOP			Yes	1	20	Yes		
MARSHALL HAMPTON RES CARETAKER	Yes			1	2		1	
MARY NORMA CAMPBELL RESOURCE C	Yes			1	4		2	
MEDICAL EXAMINER	Yes			1	4		1	
MEDULLA 1 FIRE RESCUE (FIRE)	Yes			1	2		1	
MEDULLA 1 FIRES RESCUE (EMS)	Yes			1	2		1	
MEDULLA COMMUNITY CENTER	Yes			1	4		2	
MEDULLA II FIRE RESCUE	Yes			1	2		1	
MOSAIC PEACE RIVER PARK			Yes	1	30	Yes		
MOSAIC PEACE RIVER PARK			Yes	1	30	Yes		
MULBERRY FIRE STATION (NEW)	Yes			1	4		1	
NALCREST EMS	Yes			1	2		1	
NALCREST FIRE RESCUE	Yes			1	2		1	
NATURAL RESOURCES DRAINAGE			Yes	1	30		1	
NE REGION WWP MAINTENANCE	Yes			2	8		1	
NE REGION WWP MAINTENANCE	Yes			1	8		3	
NORTHEAST REGIONAL PARK	Yes			1	8		2	

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POLK COUNTY WASTE & RECYCLING
NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Waste Pro of Florida, Inc.

FOR YEAR **2024 - 2025** Page 3 of 5

OFFICE USE ONLY

DATE RECEIVED _____

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CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (C U)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	QTY		ON CALL	DAYS/WK	
NORTHEAST REGIONAL PARK			Yes	1	30	Yes		
NORTHEAST REGIONAL PARK			Yes	1	30	Yes		
NORTHRIDGE FIRE RESCUE (EMS)	Yes			1	4		1	
NORTHRIDGE FIRE RESCUE (FIRE)	Yes			1	4		1	
NW REGION WWTF MAINT/OFFICE	Yes			1	6		2	
NW WWTF ADMIN/LAB/MCC	Yes			3	4		2	
VISIT CENTRAL FLA WELCOME CTR	Yes			1	4		1	
PEACE CREEK FIRE RESCUE	Yes			1	2		1	
POINCIANA COMMUNITY PARK	Yes			1	8		2	
POLK CITY PARK	Yes			1	4		2	
POLK CO TOURISM AND SPORTS	Yes			1	4		1	
PROVIDENCE FIRE RESCUE (EMS)	Yes			1	4		1	
PROVIDENCE FIRE RESCUE (FIRE)	Yes			1	4		1	
PROVIDENCE WATER TREATMENT PLA	Yes			1	2		2	
SADDLE CREEK FIRE RESCUE (EMS)	Yes			1	4		1	
SADDLE CREEK FIRE RESCUE (FIRE)	Yes			1	4		1	
SADDLE CREEK PARK			Yes	1	20	Yes		
SADDLE CREEK PARK CAMPGROUND	Yes			1	6		2	
SADDLE CREEK PARK CAMPGROUND	Yes			1	6		2	
SADDLE CREEK PARK CAMPGROUND	Yes			1	6		2	
SADDLE CREEK PARK MAINTENANCE	Yes			1	4		1	
SANDHILL FIRE RESCUE (EMS)	Yes			1	2		1	
SANDHILL FIRE RESCUE (FIRE)	Yes			1	2		1	
SETH MCKEEL FIRE RESCUE	Yes			1	2		1	
SHERIFF PROCESSING CENTER	Yes			1	8		2	
SHERIFF PROCESSING CENTER	Yes			1	8		2	
SHERIFF'S AG ADMIN	Yes			1	6		1	
SHERIFF'S BSI BARTOW AIR FIELD	Yes			2	4		2	
SHERIFF'S CENTRAL DISTRICT	Yes			1	6		1	
SHERIFF'S NORTHEAST DISTRICT	Yes			1	6		1	
SHERIFF'S OFFICE FLEET	Yes			1	8		2	
SHERIFF'S OFFICE FLEET	Yes			2	8		2	
SHERIFF'S OPERATIONS CENTER		Yes	Yes	1	30		0.5	
SHERIFF'S SOUTHEAST DISTRICT	Yes			1	4		1	
SHERIFF'S SOUTHWEST DISTRICT	Yes			1	4		1	
SIMMERS YOUNG PARK	Yes			2	8		1	
SIMMERS YOUNG PARK			Yes	1	20	Yes		
SIMMERS YOUNG PARK			Yes	1	20	Yes		
SO PISTOL RANGE TRAINING CENTE			Yes	1	20		0.5	
SOLIVITA FIRE RESCUE (EMS)	Yes			1	4		1	
SOLIVITA FIRE RESCUE (FIRE)	Yes			1	4		1	
SOUTH COUNTY JAIL FOOD SERVICE		Yes	Yes	1	30		3	
SOUTH COUNTY JAIL FOOD SERVICE			Yes	1	30	Yes		
SUN RAY WWP	Yes			1	2		1	
SUNAIR FIRE RESCUE	Yes			1	2		1	
SUPERVISOR OF ELECTIONS	Yes			1	6		1	
SW REGION WWP	Yes			1	8		2	
SW REGION WWP			Yes	1	20	Yes		
TRANSPORTATION ADMINISTRATION	Yes			1	6		1	
TRAVIS EMS STATION	Yes			1	2		1	
UTILITIES ADMINISTRATION	Yes			1	6		2	

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 FRANCHISEE Waste Pro of Florida, Inc.
 FOR YEAR 2024 - 2025 Page 4 of 5

OFFICE USE ONLY

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CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (C U Y)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	QTY		D) ON CALL	DAYS/WK	
UTILITIES ADMINISTRATION			Yes	1	30	Yes		
UTILITIES OPS MAINTENANCE	Yes			1	6		2	
WABASH RESOURCE CENTER	Yes			1	4		1	
WAHNETA PARK	Yes			1	6		2	
WALKER ROAD PARK	Yes			1	6		1	
WALKER ROAD PARK			Yes	1	20	Yes		
WILFRED SMITH RESOURCE	Yes			1	4		2	
WILLOW OAK FIRE RESCUE STATION	Yes			1	2		1	
ROSS #1255		Yes	Yes	1	40	Yes		
WINSTON CREEK - FIRE	Yes			1	6		1	
WINSTON CREEK - EMS	Yes			1	6		1	
MOSAIC PEACE RIVER PARK	Yes			1	8		1	
LOVE'S TRAVEL STOP 627		Yes	Yes	1	34	Yes		
Survey and Mapping Admin Offic	Yes			1	6		1	
PIZZA HUT#38655	Yes			1	6		1	
RAYMOND'S BUILDING SUPPLY			Yes	1	30		1	
RAYMOND'S BUILDING SUPPLY			Yes	1	30		1	
BJ'S WHOLESALE CLUB #226		Yes	Yes	1	35	Yes		
POLK COUNTY NE GOVERNMENT CTR		Yes	Yes	1	34	Yes		
CALOOSA POINT PROPERTIES LLC	Yes			1	2		0.5	
CASA DE ISRAEL YARAH	Yes			1	4		1	
UNDERWOOD AC	Yes			1	4		1	
IGLESIA VIDA ABUNDANTE	Yes			1	2		1	
SCJ CEP			Yes	1	20	Yes		
TITAN FACTORY DIRECT	Yes			1	4		1	
DUKE ENERGY - DEFL00225	Yes			1	6		0.5	
PUBLIX#671 - COMPACTOR		Yes	Yes	1	30		0.5	
PUBLIX#1659 - COMPACTOR		Yes	Yes	1	30	Yes		
PUBLIX#791 - COMPACTOR		Yes	Yes	1	30	Yes		
PUBLIX#425 - COMPACTOR		Yes	Yes	1	30		0.5	
PUBLIX#836 - COMPACTOR		Yes	Yes	1	30	Yes		
4 RIVERS SMOKEHOUSE	Yes			1	8		5	
HAWTHORNE HEALTH LAKELAND	Yes			1	8		2	
DUKE ENERGY FLA TRANSMISSION			Yes	1	30	Yes		
ALPHA DUMPSTERS			Yes	1	20	Yes		
ALPHA DUMPSTERS			Yes	1	20	Yes		
ALPHA DUMPSTERS			Yes	1	20	Yes		
ENTERPRISE HOLDINGS GROUP 42	Yes			1	8		1	
LOUGHMAN UTILITY OPERATIONS	Yes			1	2		1	
SOUTH STATE BANK 609	Yes			1	2		0.5	
THE FOUR FINANCIAL LLC	Yes			1	6		1	
SONNY'S REAL-PIT BBQ #0075	Yes			1	8		3	
PET SENSE #7203 (TSK007203)	Yes			1	4		1	
CS HOME IMPROVEMENT SERVICES			Yes	1	20	Yes		
SILVER LAKE PH.2 - PO#2320.06			Yes	1	30	Yes		
ARIVA APARTMENTS - JET WASTE		Yes	Yes	1	34		1	
NEW LIFE CONSTRUCTION & DESIGN			Yes	1	20	Yes		
VIBES BAR AND HOOKAH LOUNGE	Yes			1	6		1	
MULBERRY POLK, LLC	Yes			1	8		1	
BLACK & VEATCH OCI21084765			Yes	1	30	Yes		

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FOR YEAR **2024 - 2025** **Page 5 of 5**

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**POLK COUNTY WASTE & RECYCLING
NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST**

FRANCHISEE Waste Pro of Florida

FOR YEAR 2024-2025

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INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

WASTE PRO OF FLORIDA INC
C/O VIASTAR SERVICES L.P.
101 NORTHGATE DR STE 102
WAXAHACHIE, TX 75165-1499

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3 T# 1885482317
B# 1409212

PLATE	P09881	DECAL	18237590	Expires	Midnight Tue 12/31/2024				
YR/MK	2017/MACK	BODY	TK	COLOR	WHI	Reg. Tax	1,099.10	Class Code	41
VIN	1M2AX13C2HM034744			TITLE	123513563	Init. Reg.		Tax Months	12
Plate Type	TUR	NET WT	28480	GVW	66000	County Fee	3.00	Back Tax Mos	
DL/FEID	593701785-09					Mail Fee		Credit Class	
Date Issued	11/14/2023	Plate Issued	7/6/2023			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	1102.10		

WASTE PRO OF FLORIDA INC
2101W SR434 SUITE 315
LONGWOOD, FL 32779

0100/208

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

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POLK COUNTY
WASTE & RECYCLING

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
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IMPORTANT INFORMATION

MTRFS020K

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S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
WASTE PRO OF FLORIDA INC
2101 W SR 434 SUITE 315
LONGWOOD, FL 32779

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3 T# 1885559411
B# 1409212

PLATE P4580E DECAL 18249510 Expires Midnight Tue 12/31/2024

YR/MK	2017/MACK	BODY	TK	COLOR	WHI	Reg. Tax	1,099.10	Class Code	41
VIN	1M2AX13C3HM036941			TITLE	124595167	Init. Reg.		Tax Months	12
Plate Type	TUR	NET WT	27980	GVW	66000	County Fee	3.00	Back Tax Mos	
DL/FEID	593701785-12					Mail Fee		Credit Class	
Date Issued	11/14/2023	Plate Issued	3/12/2021			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	1102.10		

WASTE PRO OF FLORIDA INC
2101 W SR 434 SUITE 315
LONGWOOD, FL 32779

000 / 211

IMPORTANT INFORMATION

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2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
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4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

TUR - TRUCKS WITH TWO PLATES

- 1. From area where new annual decal is to be affixed
- 2. Decal decal from this document
- 3. Affix decal in the upper right corner of license plate



Made To:
WASTE PRO OF FLORIDA INC
2101W SR434 SUITE 316
LONGWOOD, FL 32779

FLORIDA VEHICLE REGISTRATION

PLATE P5655B DECAL 18312378 Expires Midnight Tue 12/31/2024
YEAR MAKE 2018WACK BODY TK
VIN 1M2GREGCKXKMD01123 NET WT 28840
Plate Type TUR
To Affix 593701785-08
Date Issued 11/15/2023 Plate Issued 12/31/2018

WASTE PRO OF FLORIDA INC
2101W SR434 SUITE 316
LONGWOOD, FL 32779

6123/1290

IMPORTANT INFORMATION

Section 316.01, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, automobile or pickup truck registered in this state and operating on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate restraint device. For children aged through 5 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.017, F.S.

S. 320.04(5), F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 6.21, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and/or vehicle registration.

Important note: If you cancel the insurance for the vehicle, you must immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Bureau Temp, 2800 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privileges from being suspended.

COVACTY 17 03 TW 186609483
RW 1409432

Reg. Tax	1,099.10	Class Code	41
Int. Reg.		Tax Months	12
County Fee	3.00	Back Tax Mos	
Mail Fee		Credit Class	
Sales Tax		Credit Months	
Voluntary Fees			
Grand Total	1102.10		

IMPORTANT INFORMATION

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- 2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
- 3. Your registration must be updated to your new address within 30 days of moving.
- 4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
- 5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

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2. Peel decal from this document.
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MTRFS020K

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S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
WASTE PRO OF FLORIDA INC
2101 W SR 434 STE 315
LONGWOOD, FL 32779-5053

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3 T# 1883957421
B# 1408787

PLATE	N0465W	DECAL	18071677	Expires	Midnight Tue 12/31/2024				
YR/MK	2016/AUTC	BODY	TK	COLOR	WHI	Reg. Tax	1,099.10	Class Code	41
VIN	5VCACDSF3GH221112	NET WT	17820	TITLE	121200777	Init. Reg.		Tax Months	12
Plate Type	TUR			GVW	66000	County Fee	3.00	Back Tax Mos	
DL/FEID	593701785-08					Mail Fee		Credit Class	
Date Issued	11/8/2023	Plate Issued	12/10/2015			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	1102.10		

WASTE PRO OF FLORIDA INC
2101 W SR 434 STE 315
LONGWOOD, FL 32779-5053

IMPORTANT INFORMATION

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4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

0100/10923

TUR - TRUCKS WITH TWO PLATES

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

IMPORTANT INFORMATION

MTRES020K

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

Mail To:
WASTE PRO OF FLORIDA INC
2101W SR434 SUITE 315
LONGWOOD, FL 32779

FLORIDA VEHICLE REGISTRATION

PLATE N5048Y DECAL 18239478 Expires Midnight Tue 12/31/2024
YR/MK 2018/AUTC BODY TK
VIN 5VCACLSP4JH224246
Plate Type TUR NET WT 37940
DL/FEID 593701785-09
Date Issued 11/14/2023 Plate Issued 7/31/2017

WASTE PRO OF FLORIDA INC
2101W SR434 SUITE 315
LONGWOOD, FL 32779

0100 10964

TUR - TRUCKS WITH TWO PLATES

RECEIVED

2024 JUN -4 AM 10:45

POLK COUNTY
WASTE & RECYCLING

CO/AGY 17 / 3 T# 1885495103
B# 1409212
Reg. Tax 1,099.10 Class Code 41
Init. Reg. Tax Months 12
County Fee 3.00 Back Tax Mos
Mail Fee Credit Class
Sales Tax Credit Months
Voluntary Fees
Grand Total 1102.10

IMPORTANT INFORMATION

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- 2. Peel decal from this document.
- 3. Affix decal in the upper right corner of license plate.

PLATE 12-24

Mail To
WASTE PRO OF FLORIDA INC
2101 W STATE ROAD 434 SUITE 315
LONGWOOD, FL 32778

FLORIDA VEHICLE REGISTRATION

PLATE P8447E DECAL 18947706 Expires Midnight Tue 12/31/2024

YR/MK 2020/AUTC BODY TK
VIN 5VCCCLH3LC232442
Plate Type TUR NET WT 28450
DL/FEID 593701785-10
Date Issued 11/30/2023 Plate Expires 10/19/2021

WASTE PRO OF FLORIDA INC
2101 W STATE ROAD 434 SUITE 315
LONGWOOD, FL 32778

0123/0122048

TUR - TRUCKS WITH TWO PLATES

IMPORTANT INFORMATION

Section 316.013, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, motorcycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.013, F.S.

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S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

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CD/AGY 17 / 3 T# 1892054233 B# 1411415

Reg. Tax 1,099.10 Class Code 41
Init. Reg. Tax Months 12
County Fee 3.00 Block Tax Mos
Mail Fee Credit Class
Sales Tax Credit Months
Voluntary Fees
Grand Total 1102.10

IMPORTANT INFORMATION

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- 5. I understand that my driver license will be immediately suspended if the insurer denies liability for this registration.

RECEIVED

2024 JUN -4 AM 10:45

POLK COUNTY
WASTE & RECYCLING

- INSTRUCTIONS FOR ATTACHING DECAL
1. Clean area where new annual decal is to be affixed.
 2. Peel decal from this document.
 3. Affix decal in the upper right corner of license plate.



Mail To:
WASTE PRO OF FLORIDA INC
2101 W STATE ROAD 434 SUITE 315
LONGWOOD, FL 32779

FLORIDA VEHICLE REGISTRATION

PLATE **P8446E** DECAL **18947637** Expires **Midnight Tue 12/31/2024**

YR/MK **2020/AUTC** BODY **TK** COLOR **WHI** Reg Tax **1,099.10** Class Code **41**
 VIN **5VCCCLH5LC232443** NET WT **29450** GVW **66000** Init Reg **144422820** Tax Months **12**
 Plate Type **TUR** Date Issued **11/30/2023** Plate Issued **10/18/2021** County Fee **3.00** Back Tax Mon **3.00** Credit Class **12**
 Sales Tax **1102.10** Voluntary Fees **1102.10** Grand Total **1102.10**

WASTE PRO OF FLORIDA INC
2101 W STATE ROAD 434 SUITE 315
LONGWOOD, FL 32779

0123/6122649

TUR TRUCKS WITH TWO PLATES

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

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CO/AGY **17 / 3** TR **1892053693** BM **1411415**

IMPORTANT INFORMATION

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RECEIVED
 2024 JUN -4 AM 10:45
 POLK COUNTY
 WASTE & RECYCLING

RECEIVED

2024 JUN -4 AM 10:45

POLK COUNTY
WASTE & RECYCLING

INSTRUCTIONS FOR ATTACHING DECAL

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Mail To:
WASTE PRO OF FLORIDA, INC.
2101 WEST SR 434, SUITE #305
LONGWOOD, FL 32779

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3 T# 1960449483
B# 1434555

PLATE P6830J DECAL 21377555 Expires Midnight Tue 12/31/2024

YR/MK	2023/KW	BODY	TK	COLOR	WHI	Reg. Tax	947.10	Class Code	41
VIN	1NKZX4TX8PJ215597			TITLE	154755694	Init. Reg.		Tax Months	10
Plate Type	TUR	NET WT	25001	GVW	66000	County Fee	3.00	Back Tax Mos	
DL/FEID	593701785-05					Mail Fee		Credit Class	
Date Issued	5/7/2024	Plate Issued	5/7/2024			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	950.10		

WASTE PRO OF FLORIDA, INC.
2101 WEST SR 434, SUITE #305
LONGWOOD, FL 32779

IMPORTANT INFORMATION

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123/0122152

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Mail To:
WASTE PRO OF FLORIDA INC
2101 W SR 434 SUITE 315
LONGWOOD, FL 32778

FLORIDA VEHICLE REGISTRATION

PLATE **P9739G** DECAL **19103811** Expires **Midnight Tue 12/31/2024**

YR/MK **2022/AUTO** BODY **TK** COLOR **GRN** Reg. Tax **1,099.10** Class Code **41**
VIN **5VCACLA9NC238728** NET WT **37940** TITLE **GVW** Init. Reg. **3.00** Tax Months **12**
Plate Type **TUR** DL/FEID **593701785-12** Plate Issued **1/24/2023**
County Fee **96000** Mail Fee **3.00** Back Tax Mos **3.00** Credit Class **1102.10**
Sales Tax **1102.10** Voluntary Fees **1102.10** Grand Total **1102.10**

WASTE PRO OF FLORIDA INC
2101 W SR 434 SUITE 315
LONGWOOD, FL 32778

0123/0198119

TUR - TRUCKS WITH TWO PLATES

IMPORTANT INFORMATION

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RECEIVED

2024 JUN -4 AM 10:45

POLK COUNTY
WASTE & RECYCLING

IMPORTANT INFORMATION



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FAST FACTS WASTE PRO USA

Fastest growing privately-owned solid waste company in the Southeastern United States. Founded in 2001 by Board Chairman John Jennings, a second-generation legend in the business. In 2014, his son Sean Jennings joined Waste Pro and became President of the company in 2018. He assumed the role of CEO in 2020.

We are the third largest privately-owned company in Central Florida where we are headquartered. Waste Pro is the only company in the United States with a Historical Garbage Truck Museum that has been recognized worldwide.


GARBAGE TRUCK MUSEUM

The world's ONLY garbage truck museum located in Sanford, FL with trucks dated as far back as 1926. Two trucks on display were used in the 2016 film *Fences*.



SAFETY AWARDS

To earn the coveted Safety Award, an employee must exhibit the Waste Pro Way in their daily actions and meet safety-specific criteria spanning over a three-year period. Eligible drivers receive \$10,000, and a similar award of \$5,000 is offered to eligible helpers.



FLEET

3,200+ state of the art trucks with 3rd Eye 360 degree onboard cameras.



MRFS

(MATERIAL RECOVERY FACILITY OR RECYCLING PROCESSING)

Atlanta, GA; Ft. Myers, FL;
Ocala, FL; Sarasota FL;
Columbus, MS (commercial corrugated only)



EMPLOYEES

4,600+



SPORTS SPONSORSHIPS

Jacksonville Jaguars, New Orleans Saints, New Orleans Pelicans, Charlotte Hornets, Florida Citrus Sports, Biloxi Shuckers, Florida Everblades



CO-HEART PROGRAM

Internal safety training program that has helped 475+ employees earn their CDL. WP Sanford is state-approved testing site.

OUR SERVICES



Residential & Commercial Solid Waste Collection



Recycling Collection & Processing Services



Transfer Stations & Landfills



WASTE PROTECTION

Employees are trained by law enforcement to report unusual or suspicious activity and handle potential evidence in effort to keep communities safe.



2ND CHANCE PROGRAM

Partners with Florida Department of Corrections to give career opportunities to qualified offenders who have completed their sentence in effort to reduce recidivism.



RESTORED TO NEW

Rebuild older trucks to look and run like new again to reduce environmental footprint. More than 150 trucks have been restored to new to date.



DRIVER TRAINING CENTERS

Allows drivers and helpers to undergo extensive hands-on training and simulations on various safety aspects. Located in Sanford and Atlanta.

SERVICE AREAS

Alabama
Arkansas
Florida
Georgia
Louisiana

Mississippi
Missouri
North Carolina
South Carolina
Tennessee

OFFICE LOCATIONS

90+ Operating Facilities

24 Landfills

11 Transfer Stations

CUSTOMERS

2 Million+ Residential

100,000+ Commercial

500+ Cities

300+ Exclusive Municipal Franchises

REVENUE GROWTH

IN 2001

\$0 - \$1.3 BILLION

IN 2024



RECEIVED

2024 JUN -4 AM 10: 45

POLK COUNTY
WASTE & RECYCLING

82 OPERATING LOCATIONS

ALABAMA

Mobile

ARKANSAS

Blytheville

Hoxie

FLORIDA

Alachua

Blountstown Landfill

Bunnell

Clearwater

Clermont

Cocoa

Citrus Landfill

Collier County

Crestview

Daytona Beach

Daytona Beach Landfill

Fanning Springs

Ft. Myers

Ft. Pierce

Hernando

Interlachen Landfill

Jacksonville

Jacksonville Refab

Lake City

Longwood

New Port Richey

Ocala

Ocala MRF

Orlando

Ormond Beach TS

Palatka

Panama City Beach

Panama City Beach
Landfill

Pembroke Pines

Pensacola

Pompano Beach

Quincy TS

Sanford

Sanford Refab

Sarasota

Sarasota MRF

Southport Landfill

St. Augustine TS

Tallahassee

West Palm Beach

GEORGIA

Athens

Atlanta West

Atlanta MRF

Atlanta TS

Cherokee Landfill

Doraville

North Georgia Hauling

LOUISIANA

Baton Rouge

Covington

Geismar

Houma

New Orleans

Riverside Landfill

MISSISSIPPI

Applewhite Landfill

Applewhite Recycling

Bozeman Hill Landfill

Columbus

Cleveland

DeSoto County Rubbish

Pit

Gautier

Greenwood

Gulfport

Hattiesburg

Jackson

Kemper County Landfill

Laurel

Meridian

Natchez

Ruleville Rubbish Pit

Southaven

Sowaco Landfill

Starlanding Rubbish Pit

Talley Landfill

NORTH CAROLINA

Asheville

Concord

Monroe

Mount Holly

SOUTH CAROLINA

Hilton Head

TENNESSEE

Nashville

260 EXCLUSIVE MUNICIPAL CONTRACTS

ALABAMA

Citronelle
Creola
Flomaton
Floral
Mount Vernon
Saraland
Spanish Fort
Sulligent

ARKANSAS

Alicia
Birdsong
Black Rock
Burdette
Dell
McCrory
Patterson
Portia

FLORIDA

Alachua
Altha
Apalachicola
Archer
Atlantis
Bonifay
Bradenton
Bradenton Beach
Branford
Bristol
Brooker
Calhoun County
Casselberry
Cape Canaveral
Cape Coral
Cedar Key
Chattahoochee
Chiefland
Citrus County
Collier County
Columbia County
Coral Springs

Crawfordville
Crescent City
Crestview
Cross City
Daytona Beach
Daytona Beach Shores
Debary
Deltona
Dunedin
Flagler County
Fort White
Gadsden County
Grant-Valkaria
Greensboro
Gulf Breeze
Havana
Haverhill
Hawthorne
Hillsboro Beach
Hollywood
Holly Hill
Holmes Beach
Inglis
Jacksonville
Jasper
LaCrosse
Lake City
Lake County
Lake Helen
Lake Mary
Lantana
Lauderdale-by-the-Sea
Laurel Hill
Lee County
Leon County
Liberty County
Longwood
Maitland
Malabar
Manatee County
Marianna
Marion County
Melbourne Beach

Melbourne Village
Micanopy
Midway
Miramar
Montverde
Neptune Beach
Newberry
New Smyrna Beach
North Miami
North Redington Beach
Oak Hill
Ocala
Ocean Breeze
Ocean Ridge
Orange County
Orchid
Ormond Beach
Oviedo
Palm Beach County
Palm Coast
Palm Shores
Palm Springs
Pasco County
Pembroke Pines
Perry
Ponce Inlet
Port Orange
Port St. Lucie
Putnam County
Quincy
Royal Palm Beach
St. George Island
St. Lucie County
St. Lucie Village
St. Marks
Sanford
Santa Rosa County
Sarasota
Seminole
Seminole County
Sneads
Sopchoppy
South Daytona

Southwest Ranches
Tallahassee
Taylor County
Treasure Island
Trenton
Wakulla County
West Palm Beach
West Park
Wewahitchka
White Springs
Windermere
Winter Park
Winter Springs
Yankeetown

GEORGIA

Arcade
Austell
Bloomingdale
Bowersville
Bowman
Canon
Carl
Commerce
Danielsville
Franklin Springs
Guyton
Gwinnett County
Hampton
Hapeville
Ila
Maysville
Morrow
Mountain Park
Nicholson
Pendergrass
Port Wentworth
Rincon
Statham
Waleska

LOUISIANA

Ascension Parish
Assumption Parish
East Feliciana Parish
Ferryday
Folsom
Gonzales

Livingston Parish
Napoleonville
Ridgecrest
Sicily Island
St. Tammany Parish
Tangipahoa Parish

MISSOURI

Caruthersville
Steele

MISSISSIPPI

Benoit
Bolivar County
Byhalia
Claiborne County
Coffeeville
Columbia
Cruger
Decatur
DeSoto County
Ellisville
Fayette
Forrest County
Gautier
Greene County
Grenada
Grenada County
Gulfport
Gunnison
Hollandale
Humphreys County
Inverness
Isola
Laurel
Leake County
Louisville
Lucedale
Lumberton
Macon
Meridian
Merigold
Moss Point
Newton
Noxapater
Noxubee County
Ocean Springs
Pascagoula

Philadelphia
Petal
Port Gibson
Purvis
Renova
Ruleville
Sardis
Shuqualak
Stonewall
Sumner
Sumrall
Tutwiler
Utica
Walnut Grove
Waynesboro
Webb
Yazoo City

NORTH CAROLINA

Belmont
Bessemer City
Buncombe County
Canton
Charlotte
Concord
Cornelius
Davidson
Denton
Harrisburg
Lake Park
Landis
Laurel Park
Marshville
Midland
Mint Hill
Monroe
Mount Holly
Mount Pleasant
Pineville
Waxhaw

SOUTH CAROLINA

Estill
Fort Mill

RECEIVED

2024 JUN -4 AM 10:46

POLK COUNTY
WASTE & RECYCLING

TENNESSEE

Arlington

Atoka

Germantown

Hendersonville

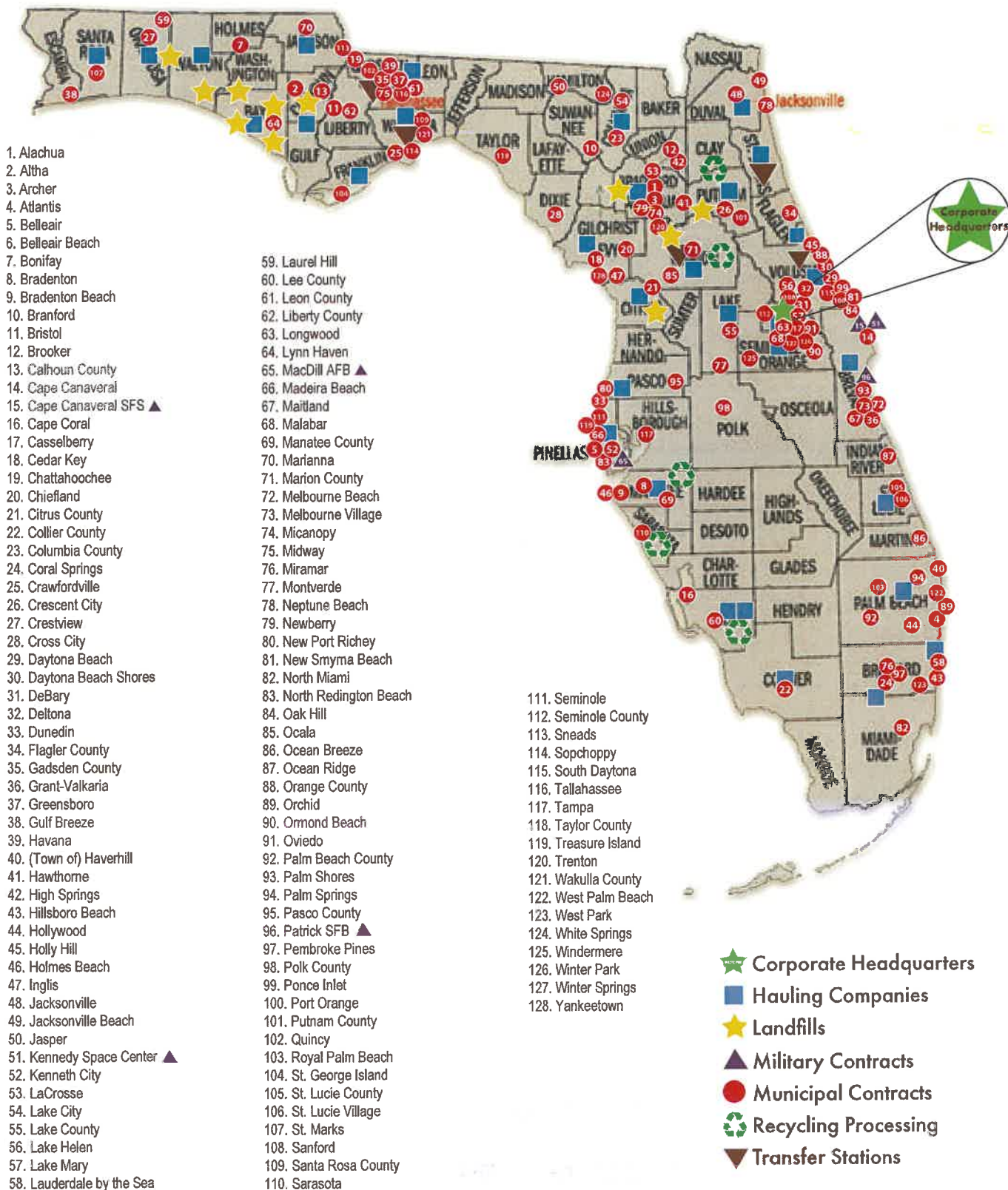
Mason

Moscow

Munford



OF FLORIDA INC.



WASTE PRO OF FLORIDA, INC.

Corporate Headquarters

2101 W SR 434 Suite 305, Longwood, FL, 32779

407-869-8800 Fax: 407-869-8884



Polk County
Board of County Commissioners

Agenda Item R.34.

10/1/2024

SUBJECT

Approve a Non-Exclusive Commercial Franchise for FY2024-25 by Republic Services of FL LP. (No Fiscal Impact)

DESCRIPTION

Republic Services of FL LP is requesting approval for new Non-Exclusive Commercial Franchise for FY2024-25 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Republic Services of FL LP as a Non-Exclusive Commercial Franchise for FY2024-25.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

10 Environmental Loop South
Winter Haven, FL 33880



PHONE: 863-284-4319
FAX: 863-284-4321
www.polk-county.net

WASTE & RECYCLING DIVISION

May 08, 2024

Dear Polk County Franchise Waste Hauler:

Pursuant to Polk County Ordinance 13-069, each Non-Exclusive Commercial Franchise is required to be renewed annually. The renewal process includes an annual renewal fee in the amount of \$500 and the following:

- 1) Updated applicant information, including the identity of the applicant's principals, partners, and management. Any partnership, corporation, or other business entity must be authorized to do business within the state of Florida and must be in good standing with the Florida Department of State, Division of Corporations. (*Ordinance Section 4-1C - 1, 2a, b, & c*)
- 2) A complete list of vehicles, equipment, and other physical assets that will be used to collect and transport solid waste within Polk County, including make, model, capacity, size, type, and vehicle identification number. (*Ordinance Section 4-1C - 2d*)
- 3) A complete list of customers, the frequency of services, the identification number, size, capacity, and type of container used to collect solid waste within Polk County. (*Ordinance Section 4-1C - 2e*)
- 4) Current, original Certificates of Insurance, listing Polk County as the "Certificate Holder." Applicants are required to provide proof of comprehensive general liability and workers compensation. (*Ordinance Section 4-1C - 2g*)
- 5) Notarized Affidavit and Indemnity (*Attached*)

Each vehicle in your fleet is also required to pass an annual vehicle safety inspection. The fee for the annual vehicle safety inspections is \$200 per vehicle and will be conducted on an ongoing basis as the trucks come to the landfill or at your facility. You may also contact our office to schedule an inspection if necessary.

Polk County reserves the right to revoke and/or modify any Non-Exclusive Commercial Franchise for the collection of solid waste.

If you have any questions, please do not hesitate to contact me at (863) 284-4319.

Sincerely,

Barbara Ramos
Financial Administrator

Attachments:

Polk County Solid Waste Ordinance, Section 4-1

Non-Exclusive Commercial Franchise Annual Vehicle List

Non-Exclusive Commercial Franchise Annual Container List

Affidavit Statement

Indemnity Statement



3820 Maine Ave. Lakeland, FL 33801
o 828.301.9069 f 863.666.5882
fsmith@republicservices.com

August 28, 2024

Polk County Waste & Recycling Division
10 Environmental Loop S
Winter Haven, FL 33880

Via Hand Delivery

Re: Nonexclusive Commercial Franchise Application
Litigation History

Dear Polk County Waste & Recycling Division:

Pursuant to Polk County Ordinance 13-069, Republic Services submits this renewal application, with required updates to items included on Republic's prior application.

The first two categories of section 4-1(C)(2)(c) of the Ordinance relate to threatened or actual criminal cases involving a felony charge. Republic has nothing responsive and no update to these categories.

The third category relates to alleged environmental violations that either are currently pending or have resulted in an adverse formal action. Republic has nothing responsive and no update to this category.

The fourth category relates to violation of ordinances and contracts concerning solid waste collection. Republic has no update to this category.

The fifth category relates to fines, penalties, and liquidated damages history in excess of \$5,000 as a result of violation of ordinances or contracts concerning solid waste collection. Republic encloses its updates in a spreadsheet detailing its liquidated damages history.

The disclosures contained herein present, pursuant to the applicable Ordinance, those litigation and agency enforcement "cases" in which Republic has been involved. Although Republic has from time to time encountered and paid liquidated damages claims, including to Polk County, and Republic has otherwise engaged in ongoing discussions regarding liquidated damages and other issues under franchise agreements, such claims, disputes, and discussions have not occurred attendant to litigation, criminal proceedings, or agency enforcement cases and therefore are not necessarily included in these disclosures. Additionally, from time to time Republic has filed breach of contract suits against customers who fail to pay for collection services and, occasionally, these cases result in disputed counterclaims. Republic does not formally track such matters.

All materials submitted herein are correct and complete.

Sincerely,



Fulton Smith
General Manager

The foregoing instrument was acknowledged under oath before me this
~~28th~~ day of August 2024, by Fulton Smith, who personally known to me.
26TH -SA


Notary Name, Printed, Typed or Stamped



Commission Number: # 403660

My Commission Expires: 5/29/2027

INDEMNITY

WHEREAS, THE UNDERSIGNED Fulton Smith
(the "Undersigned"), is the Authorized Agent (GM) of Republic Services of FL LP
(the "Indemnitor"), a Delaware Limited Partnership ,

WHEREAS, the Indemnitor , is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Indemnitor

NOW, THEREFORE, in consideration of the benefits accruing to the Indemnitor and for other good and valuable consideration, the Undersigned, by and on behalf of the Indemnitor does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Indemnitor , its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Indemnitor this ___ day of August , 20 24

ATTEST:

By: _____

Bryon Risley, BUFM
[Printed Name, Title]

SEAL



Republic Services of FL LP
a Delaware Limited Partnership

By: _____

Fulton Smith, GM
[Printed Name, Title]

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT,
REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE
WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Fulton Smith who, first being duly sworn, on oath deposes and states, as follows:

- 1) He is General manager of Republic Services, a ^{of FL} ~~corporation~~ Limited Partnership.
- 2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.
- 3) There are no unsatisfied judgments entered against the applicant.
- 4) There are no liens of record filed by the Internal Revenue Service against the applicant.
- 5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against the applicant.
- 6) The applicant acknowledges and consents that the County shall have the right to inspect the applicant's vehicles, containers, compactors, and other equipment at any time.
- 7) During the time of the existing Commercial Franchise, the applicant has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term the applicant will continue to comply with the same.

Further the affiant sayeth not.

Dated the 28th day of August, 20 24
26TH - SA

Fulton Smith
Sworn Person Signature
FULTON SMITH, GM
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 26TH day of AUGUST, 20 24, by FULTON SMITH, who is either ☐ personally known to me; or ☒ has produced FLORIDA DRIVERS LICENSE as identification.



(AFFIX NOTORIAL SEAL)

Sarah Alvarado
Notary Public Signature
SARAH ALVARADO
Printed Name of Notary Public
* HH 403660
Notary Commission Number/Expiration

State of Florida

Department of State

I certify from the records of this office that REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP is a Delaware limited partnership authorized to transact business in the State of Florida, qualified on December 27, 1999.

The document number of this limited partnership is B99000000467.

I further certify that said limited partnership has paid all fees due this office through December 31, 2024 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of August, 2024*



A handwritten signature in black ink, appearing to be "C. J. Scott", is written over a horizontal line.

Secretary of State

Tracking Number: 3848106125CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

POLK COUNTY LOCAL BUSINESS TAX RECEIPT**ACCOUNT NO. 5717****CLASS: A****EXPIRES:****09/30/2024**

OWNER NAME	LOCATION
CHRIS JONES	3820 MAINE AVE LAKELAND

BUSINESS NAME AND MAILING ADDRESS

REPUBLIC SERVICES OF FLORIDA, LP
REPUBLIC SERVICES OF FLORIDA, LP
C/O KAREN MCCLURE
3820 MAINE AVE
LAKELAND, FL 338019757

CODE**560000****ACTIVITY TYPE****LTD SUPPORT SERVICE****OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR**

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

PAID - 1658557 07/19/2023 OPY**OLP 31.50****REPUBLIC SERVICES OF FLORIDA, LP**



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 12

DATE (MM/DD/YYYY)
06/30/2024

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certifi@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Co.	NAIC # 22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: Illinois Union Insurance Company	27960
	INSURER D: ACE Property and Casualty Insurance Co.	20699
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER: 2468563****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G48921000	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10740083	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XEU G46782148 008	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> Contractor's Pollution Liability:	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C57256862 - AOS WLR C57257672 - OR SCF C57257726 - WI WCU C57257829 - OH XS TNS C57194790 - TX NS/XS	06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024	06/30/2025 06/30/2025 06/30/2025 06/30/2025 06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
				See page 2 for details	06/30/2024	06/30/2025	

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

Division Number: 3754 - Named Insured Includes: Republic Services of Florida, Limited Partnership - Dba: Florida Refuse Service

CERTIFICATE HOLDERPolk County, A Political Subdivision of the State of Florida
330 West Church Street
Bartow, FL 33830-6729
United States**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 2 of 12

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2468563

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C57256862 and stop gap coverage for OH is covered under policy no. WCU C57257829 as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (TNS C57194790) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Umbrella/Excess Liability provides additional limits over the underlying General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

Contractor's Pollution Liability Details of Cover:

Steadfast Insurance Company (Zurich) (NAIC # 26387) - Policy No. PEC 0792830-01 - \$25MM - 06/30/24 - 06/30/25

Applicable to the Contractor's Pollution Liability Coverage Parts Only:

\$25,000,000 - Damage Limit for Each Occurrence, Claim or Pollution Condition
 \$25,000,000 - Claims Expense Limit for Each Claim
 \$25,000,000 - General Aggregate Limit
 \$25,000,000 - Claims Expense Aggregate Limit

Applicable to Professional Liability Coverage Parts Only:

\$25,000,000 - Damage Limit for Each Claim or Wrongful Act
 \$25,000,000 - Claims Expense Limit for Each Claim
 \$25,000,000 - General Aggregate Limit

Re: All work performed for Polk County

LOC #: _____



AGENCY		NAMED INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	
		EFFECTIVE DATE:

CERTIFICATE NUMBER: 2468563

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Republic Services, Inc.			Endorsement Number 22
Policy Symbol ISA	Policy Number H10740083	Policy Period 06/30/2024 to 06/30/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract or agreement which include permits and licenses requiring DA9U74b (0614), provided such contract or agreement was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Republic Services, Inc.			Endorsement Number 223
Policy Symbol ISA	Policy Number H10740083	Policy Period 06/30/2024 TO 06/30/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

POLICY NUMBER: HDO G48921000

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Endorsement Number: 179**COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2010 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 61
Policy Symbol HDO	Policy Number G48921000	Policy Period 06/30/2024 TO 06/30/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Republic Services, Inc.			Endorsement Number 27
Policy Symbol HDO	Policy Number G48921000	Policy Period 06/30/2024 to 06/30/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL GENERAL LIABILITY COVERAGE

ScheduleOrganization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Republic Services, Inc.			Endorsement Number 27
Policy Symbol HDO	Policy Number G48921000	Policy Period 06/30/2024 to 06/30/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL GENERAL LIABILITY COVERAGE****Schedule****Organization**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

POLICY NUMBER: HDO G48921000

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract requiring CG2404 (05/09), provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER: HDO G48921000

Endorsement Number: 142

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2037 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Workers' Compensation and Employers' Liability Policy

Named Insured REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX AZ 85054	Endorsement Number
Policy Period 06-30-2024 TO 06-30-2025	Policy Number Symbol: WLR Number: C57256862
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 06-30-2024
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

FULTON L. SMITH

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EDUCATION

UNIVERSITY OF NORTH CAROLINA, Kenan-Flagler Business School – Chapel Hill, NC May 2020
Master of Business Administration, Full-Time MBA Program

- Kenan-Flagler Energy Club Vice President, Kenan-Flagler Veteran's Association Social Chair

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY – Blacksburg, VA May 2011
Bachelor of Science, Mechanical Engineering

EXPERIENCE

REPUBLIC SERVICES, INC– Greenville, SC July 2020-Present

General Manager Accelerated Trainee

- With Corporate, Area, and local team analyzed post-collections maintenance effect on landfill health, driving improved corporate awareness of density impact on landfill profitability and longevity
- Overall improved customer zeal by reducing MPUs and SCFs 93%, led negotiations in \$6MM contract with Greenville County, in addition to two T&D agreements valued at \$5MM
- Identified, mentored, and developed two supervisors into successful Operations Managers

SUMMIT MIDSTREAM, LP – Denver, CO Summer 2019

Commercial Development Intern

- Modeled and developed customer proposal for \$3.2MM capital investment yielding an estimated additional \$400k in annual revenue
- Established competitive tariff rates for Bakken pipeline system, forecasting an additional \$200M in annual revenue through additional volume flow
- Evaluated Denver-Julesburg Basin assets and developed growth options to direct Summit's strategy within the Basin, developed and produced weekly report to identify potential customers

MICHELIN NORTH AMERICA – Tuscaloosa, AL 2015-2018

Tire Verification Shop Manager (2017-2018)

- Supervised safety, delivery, quality, and cost of assigned area consisting of 34 direct reports and 82 pieces of equipment processing \$3MM+ in product daily
- Led value stream mapping event for the shop; identified future production requirements, securing \$5MM+ of investments over next 5 years, identified and reduced idle inventory by \$1MM

UNITED STATES MARINE CORPS – Fort Knox, KY and Okinawa, Japan 2011-2019

4th Tank Battalion, 4th Marine Division, USMC

Platoon Commander and Company Executive Officer

- Supervise 73 direct and 45 indirect reports, ensuring accountability, training, and welfare and mentorship of 4 junior leaders
- Manage 14 M1A1 tanks, assets, and equipment worth \$100MM+, including maintenance and operations, enabling completion of pre-deployment training with 90% readiness rating, the highest of 6 units

ADDITIONAL

- Leadership: Active in support Greenville Chamber of Commerce
- Hobbies & Interests: Regional Crossfit Athlete, White Water Rafting

Bryan Risley, CPA

Experience

2012 -- present Republic Services, Inc. Lakeland, FL

Finance Manager (2019 -- present)

- Lead a team of seven department members
- Manage accounting/finance functions for five operating divisions within Central Florida
- Assist General Manager in analyzing opportunities for margin expansion and market growth
- Analyze and manage financial performance against both budget and forecast, in addition to ad hoc analyses required by area and corporate management teams
- Prepare bid models for new business opportunities and contract renewals
- Maintain cash flow goals (AP/AR aging and DSO)
- Prepared the 2020 finance and capital budget utilizing Essbase reporting to meet specific guidelines along with budgeting for the impact of significant price/volume changes

Assistant Controller (2013-2019)

- Maintain strong working relationships with divisional leaders and support staff to increase the value of the finance organization to all stakeholders
- Prepare annual budget using standard templates and participate in annual budget review process
- Prepare, analyze, and report financial and statistical information
- Prepare monthly financial and capital forecasts with related variance explanations
- Track capital expenditures to ensure that they are aligned with budget allocations and goals
- Oversee balance sheet reconciliations; ensure that they are maintained in audit ready condition utilizing the Blackline system
- Ensure successful audit results through compliance with GAAP and company policy
- Interview, hire, train, and develop my team towards shared success
- Volunteered for and conducted 2020 budget template testing
- Successfully completed company sponsored Controller Development Program in August 2014

Accountant (2012-2013)

- Performed all GL closing activities for three different entities
- Maintained balance sheet reconciliations in audit ready condition
- Facilitated capital expenditure requests via established protocol
- Maintained the required "Daily, Weekly, Monthly Task List"

2010 -- 2012 Colorado Boxed Beef Co Auburndale, FL

Staff Accountant

- Performed all standard G/L functions for the company
- Prepared timely and accurate financial statements

- Maintained all balance sheet reconciliations in audit ready condition
- Prepared annual budgets and analyzed periodic results
- Maintained intercompany transactions and relationships
- Maintained solid communication with operations personnel
- Reported periodic results and analyses to ownership group

2009 – 2010 Self Employed Winter Haven, FL
Certified Flight Instructor

- Provided flight training to aviation students
- Ensured that students adhered to FAA regulations
- Provided approximately 600 hours of instruction

2007- 2009 Trans States Airlines, Inc SL Louis, MO
Airline Pilot

- Performed duties of First Officer on Embraer 145 Regional Jet
- Provided safe and professional operation of transport category aircraft under FAA part 121 regulations
- Operated from the nation's busiest airports

2005- 2007 The NCT Group CPAs Lakeland, FL
Tax Accountant/ Staff Auditor

- Performed attestation services for a large accounting firm
- Prepared personal and corporate tax returns
- Worked directly with clients to achieve their financial goals

Education University of South Florida, Tampa, FL
 B.S., Accounting, 2005
 Certified Public Accountant – Florida, 2011

FAA Certified Flight Instructor, ASEL, AMEL, Instrument Airplane, 2006

Awards & Honors

- Member of Beta Gamma Sigma honor society
- Graduated Cum Laude
- Attained the Dean's List for all fifth year CPA course work

EDUCATION

Commercial Driving License

Class A

Pierce County High School

High School Diploma, Emphasis in Business.

EXPERIENCE

REPUBLIC SERVICES, INC– Greenville, SC

Operations Manager

May 2022-2024

- Lead and supervise 4 direct reports (Supervisors) as well as train management trainees.
- Increase NPS score by 10 points for the division.
- Achieved a 100 score for the division on the employee engagement survey.
- Identified ways to grow the division meeting with customers and local government.
- Was awarded star employee for the area.

Operations Supervisor (August 2021-May 2022)

- Supervise 24 direct reports, ensuring safety, accountability, and training. Mentor and develop BTWI's and dispatchers to improve training and routing.
- Improved Customer Zeal by reducing SCF 40% and increasing Net Promotor Score from 36 to 39
- Identified, led, and implemented plan to improve Large Container efficiency, resulting in a 5 min/haul reduction in hauling times saving \$42k in labor costs over a year.

CSX Transportation

2001-2021

Senior Manager Train Operations – Greenwood, SC (2020-2021)

- Supervise 4 direct report managers, with 150 indirect reports, ensuring their safety and training.
- Established monthly plans to improve transit times for the customer.
- Manage assets to enable my direct reports to be successful in the market.

Trainmaster – Greenwood, SC (2017-2018)

- Supervised 150 direct reports, ensuring accountability and training.
- Performed operational testing on employees to ensure rule compliance and safety for the operation.
- Lead operations of up to 12 trains to fulfill customer needs and expectations.
- Received a performance evaluation of Exceeds Expectations in 2019/2020.

Yardmaster – Savannah, GA (2015-2019)

- Supervise 5 direct reports and coordinated with management to make daily plans to serves the customers needs.
 - Ensure crew members work safely in a fast-paced environment.
 - Coordinate with multiple departments and groups to accomplish goals daily.
-

ADDITIONAL

- Certifications: CPR/First Aid firefighter.
- Hobbies & Interests: Gym, Motorcycles, Outdoors

Customer Name	Dumpster	Compactor	Roll Off	Other	Container Size	On Call	Quantity on Order	# of Lift	Period Length	Period Unit	Container ID
RJS PROPERTIES	X				8.00	N	1	1	1 W		1413000011
CHESTER DEES MHP#3	X				8.00	N	1	1	1 W		1686000011
CHESTER DEES MHP#2	X				8.00	N	1	1	1 W		1689000011
IMAGEFIRST			X		30.00	N	1	1	1 W		1695000011
IMAGEFIRST					35.00	N	1	1	1 W		1695000031
SOUTHERN PINES RESORT	X	X			4.00	N	1	1	4 W		1941000011
MOSAIC FERTILIZER LLC			X		20.00	Y	1	1			2292000021
SSAI LLC	X				4.00	N	1	1	2 W		2344000011
CARLOS CASTRO			X		30.00	Y	1	1			2467000021
ADENA LAKE LAND, LLC			X		30.00	Y	1	1			2668000021
BRISBIN CAPITAL LLC	X				4.00	N	1	1	1 W		2848000011
739000 HOMES OF AMERICA, MS#11				X	0.48	N	37	37	1 W		3121000011
BALMORAL CLUBHOUSE	X				6.00	N	1	2	1 W		3173000011
BALMORAL CLUBHOUSE	X				8.00	N	1	4	1 W		3173000012
BALTAZAR GRANADOS	X				4.00	N	1	1	2 W		3266000011
NATE'S AUTOMOTIVE REPAIR	X				4.00	N	1	1	1 W		3364000012
1900 S LAKE REEDY BLVD FL LLC	X				4.00	N	1	1	1 W		3398000011
LAKE DEESON PARK LLC	X				8.00	N	1	2	1 W		3715000022
CARPENTER CONTRACTORS OF AMERICA	X				8.00	N	1	2	1 W		3889000011
LTN INVESTMENTS LLC	X				8.00	N	1	1	1 W		3970000012
HICKORY OAKS LLC	X				4.00	N	2	2	1 W		4042000011
MOSAIC FERTILIZER LLC	X		X		30.00	Y	1	1			4069000012
HR BAXTER & SONS ENTERPRISES	X				4.00	N	1	1	1 W		4143000011
VERTICAL EQUITY PARKS 4 LLC	X				4.00	N	1	2	1 W		4173000011
150 CALIFORNIA HOLDING LLC	X				8.00	N	1	3	1 W		4197000011
CHANDER HOLDING LLC	X				4.00	N	1	1	1 W		4342000011
SPRINGER CONSTRUCTION COMPANY	X				2.00	N	1	1	2 W		4513000011
BEATRICE STEWART REVOCABLE LIV	X				8.00	N	1	2	1 W		4738000011
COMANCO			X		30.00	Y	1	1			4806000011
COMANCO	X				8.00	N	1	2	1 W		4806000021
BIJOY CHACKO	X				2.00	N	1	2	1 W		4826000013
MOSAIC FERTILIZER LLC	X				8.00	N	1	1	1 W		4857000011
GLORIA'S RESORT LLC	X				6.00	N	1	4	1 W		4913000012
CITY GARAGE	X				6.00	N	1	1	2 W		4952000011
BLUE SUN PROPERTY & MANAGEMENT	X				6.00	N	1	2	1 W		5042000011
ELLIOT & EIJO	X				4.00	N	1	1	1 W		5165000011
UCF HOUSE 3715, LLC	X				6.00	N	1	1	1 W		5218000011
TINTS MVP	X				2.00	N	1	1	2 W		5301000011
MICHAEL ROSS	X				2.00	N	1	1	4 W		5371000012
CARROLL CONSTRUCTION SUPPLY	X				2.00	N	1	1	1 W		5442000012
PALMDALE HOLDINGS LLC	X				4.00	N	1	1	1 W		5521000011
AFL	X				8.00	N	1	1	1 W		5698000012
RELAXING MOTEL	X				4.00	N	1	2	1 W		5843000011
BEALLS #321	X				8.00	N	1	5	1 W		5933000011
G5 CHURCH	X				4.00	N	1	1	1 W		5935000011
ACCURATE AIR SERVICES	X				4.00	N	1	1	1 W		5948000011
AIRCRAFT PROPELLAR WORKS	X				4.00	N	1	1	1 W		5950000011
BEALLS OUTLET #116	X				8.00	N	1	1	1 W		5959000011
IPM MANANTIAL DE VIDA	X				4.00	N	1	1	1 W		5968000011

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20202000011	1	1	W
20211000011	1	1	W
20220000011	1	1	W
20222000012	2	1	W
20236000021	1	1	W
20236000031	1	1	W
20242000011	1	1	W
20285000011	1	1	W
20362000011	2	1	W
20407000012	1	1	W
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20532000019	3	1	W
20532000031	1	1	W
20533000011	1	1	W
20543000011	2	1	W
20568000011	3	1	W
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20799000022	1	1	W
20799000023	1	1	W
20799000024	1	1	W
20835000011	1	1	W
20835000021	1	1	W
20922000011	1	1	W
20934000011	1	1	W

BIG L RANCH	X				N	6.00	1	1	2 W	20937000011
BOBS WELDING	X				N	6.00	1	1	1 W	20955000011
STEVE MAXWELL	X				N	4.00	1	1	1 W	20959000011
AIR ASSAULT A/C	X				N	8.00	1	1	1 W	21041000011
CITIZENS BANK	X				N	4.00	1	1	2 W	21046000011
PATRICIA THOMPSON	X				N	4.00	1	1	1 W	21051000011
MDRT	X				N	4.00	1	1	1 W	21061000011
HADFOX LLC	X				N	4.00	3	6	1 W	21062000011
AKSHAT ENTERPRISE INC	X				N	4.00	1	1	1 W	21072000011
CEMEX	X				N	4.00	1	1	1 W	21095000011
CCR LEASING INC.	X				N	4.00	1	1	4 W	21136000011
MARIELLE INC	X				N	4.00	1	1	2 W	21295000012
T WAYNE HILL TRUCKING	X				N	6.00	1	1	1 W	21378000011
CENTRAL FLORIDA HEALTHCARE				X	N	0.48	2	2	1 W	21413000012
APPACHANS GROUP	X				N	4.00	1	1	1 W	21415000012
SUNSET @ THE LAKE MOBILE VILLA	X				N	8.00	1	1	1 W	21457000012
GOODMAN DISTRIBUTING	X				N	8.00	1	3	1 W	21528000011
IGLESIA MIRADO AL BLANCO	X				N	6.00	1	1	2 W	21601000011
ROZA PROPERTY MANAGEMENT	X				N	6.00	1	1	1 W	21698000012
KIMP PROPERTIES, LLC.	X				N	8.00	2	2	1 W	21724000013
STINSON CARPETS	X				N	8.00	1	1	1 W	21730000011
NAVIGATOR ACADEMY	X				N	8.00	1	1	1 W	21740000011
HALL WEBB ENTERPRISE INC	X				N	8.00	2	6	1 W	21788000011
HOLLYWOOF PET RESORT	X				N	4.00	1	1	1 W	21867000012
PINE RIDGE ESTATES	X			X	N	2.00	1	1	2 W	21868000011
KRAMIR ENTERPRISES LLC	X				Y	20.00	1	1		21905000081
MIKES POOL SHACK	X				N	4.00	1	1	4 W	21949000011
TRINITY BAPTIST CHURCH	X				N	4.00	1	1	1 W	21978000011
BLACK DOG INVESTMENTS	X				N	2.00	1	2	1 W	21991000011
AUBURNDALE MOVE CHURCH INC.	X				N	2.00	1	1	2 W	22037000011
ASP CONSTRUCTION	X				N	2.00	1	1	1 W	22080000011
PROPAGATIONS UNLIMITED INCORPO	X				N	2.00	1	1	1 W	22081000011
VALMONT INDUSTRIES INC.	X				N	6.00	1	1	1 W	22085000011
VALMONT INDUSTRIES INC.	X			X	N	20.00	1	1	1 W	22113000011
FOWLERS	X				N	8.00	1	2	1 W	22113000022
KIDODOGY ACADEMY	X				N	2.00	1	1	2 W	22183000011
OLI-3, INC.	X				N	2.00	1	2	1 W	22294000011
BLACK DOG INVESTMENTS	X				N	6.00	1	2	1 W	22309000011
SJS MACHINERY INC.	X				N	2.00	1	2	1 W	22397000013
JIMMY'S TRUCK STOP	X				N	4.00	1	1	2 W	22442000011
JIMMY'S TRUCK STOP	X				N	8.00	1	1	1 W	22565000011
FLORIDA BEST FARMS INC	X				N	4.00	1	2	1 W	22684000011
JOSEPH M RAY	X				N	8.00	1	1	1 W	22684000012
EXQUISITE DOOR SERVICES	X				N	4.00	1	1	1 W	22702000011
FORTUNE PARTNERS ESTATE LLC	X				N	4.00	1	1	2 W	22705000011
REVOLUTION RENTALS INC	X				N	4.00	1	1	2 W	22725000012
CAMPER FUN PASS LLC	X				N	8.00	1	1	1 W	22768000012
PEACHEE CONSTRUCTION	X				N	4.00	1	1	1 W	22822000011
THE LAKE REGION LAKES MANAGEMEN	X				N	6.00	1	1	1 W	22843000011
WILLIAMS COLLISION CENTER	X				N	2.00	1	1	1 W	22851000011
	X				N	6.00	1	1	1 W	22884000011
	X				N		1	1	1 W	22896000001

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25163000011

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112892000022	1 W	1	1	8.00	N				X	LAKELAND SOUTH
112948000011	2 W	1	1	2.00	N				X	INDIAN HILLS RANCH
112956000014	1 W	5	1	8.00	N				X	M N PETROLEUM INC
112956000015	1 W	3	1	8.00	N				X	M N PETROLEUM INC
113059000011	1 W	1	1	6.00	N				X	YBOR CIGAR & SPIRITS
113334000041	1 W	1	1	4.00	N				X	K G INDUSTRIAL SERVICES LLC
113334000071			1	20.00	Y				X	K G INDUSTRIAL SERVICES LLC
113535000021			1	30.00	Y				X	FLANDERS ELECTRIC
113626000013			1	30.00	Y				X	VROOMS COMMERCIAL
113891000013	1 W	1	1	6.00	N				X	CHURCH OF GOD BIBLE WAY
113902000014	1 W	1	1	4.00	N				X	ANTHONY'S AUTO SALES
113920000011	1 W	1	1	4.00	N				X	JIM RASH INC
113926000013	1 W	1	1	6.00	N				X	JH BIOTECH INC
113952000012	1 W	1	1	4.00	N				X	ANGEL FOOD MART
114001000011	1 W	2	1	8.00	N				X	HARVEST FOOD MART
114088000011	1 W	1	1	8.00	N				X	ELIZABETH WISNESKI
114109000012	2 W	1	1	4.00	N				X	CENTURY STORAGE
114328000011	1 W	1	1	4.00	N				X	JAY CARE MEDICAL CENTER
114363000011	1 W	1	1	6.00	N				X	RAJSHYAMAJI INC DBA: CYPRESS IN
114377000041	2 W	1	1	2.00	N				X	AGRICULTURAL SERVICES
114382000011	1 W	1	1	4.00	N				X	GRL ELECTRIC INC
114405000012	1 W	1	1	6.00	N				X	CHRIST COMMUNITY PRESBYTERIAN
114567000023	1 W	2	1	8.00	N				X	JUNIPER LANDSCAPING OF FLORIDA
114629000011	1 W	1	1	8.00	N				X	SHEPHERD ROAD PLAZA LLC
114648000013	1 W	2	1	6.00	N				X	BRILLIANT MINDS EARLY LEARNING
114716000011			1	30.00	Y				X	SCHOOL BOARD OF POLK COUNTY
114776000021	1 W	2	1	8.00	N				X	TOP NOTCH AC
114779000011	1 W	1	1	2.00	N				X	ROBERT S CONGDON HARVESTING
114901000011	1 W	2	1	4.00	N				X	FERGUSON CONSTRUCTION
114916000012			1	30.00	Y				X	WINTER HAVEN RV
114967000011	1 W	1	1	8.00	N				X	SADDLE CREEK CORP
114967000021	1 W	9	3	8.00	N				X	SADDLE CREEK CORP
115114000011	1 W	1	1	8.00	N				X	LAKE DEXTER PLAZA
115114000022	1 W	1	1	8.00	N				X	LAKE DEXTER PLAZA
115151000011	1 W	2	2	0.48	N			X		PROVIDENCE HOA
115151000022	1 W	3	3	0.48	N			X		PROVIDENCE HOA
115226000011	2 W	1	1	6.00	N				X	DAVENPORT MEDICAL CENTER
115248000022	2 W	1	1	4.00	N				X	EAST POLK LLC
115333000011			2	40.00	Y				X	JSM SERVICES
115333000012			1	20.00	Y				X	JSM SERVICES
115384000011	1 W	62	62	0.48	N			X		POINCIANA GOLF VILLAS II HOA
115388000011	1 W	28	28	0.48	N			X		GALLERY RIDGEWOOD LAKES
115389000021	1 W	95	95	0.50	N			X		CASA LOMA CLUB INC
115602000012	4 W	1	1	4.00	N				X	5 POINT KUSTOMZ REPAIR
115882000011	1 W	18	6	8.00	N				X	AUTUMNWOOD GROVE COMMUNITY
115888000012			1	30.00	Y			X		JACK HALL JRS CONSTRUCTION &
116101000011			1	30.00	Y			X		PLEASANT VIEW MHP
116142000011	2 W	1	1	4.00	N				X	WJMZ PROPERTIES
116223000011	1 W	2	1	8.00	N				X	TWO MEN AND A TRUCK
116333000011			2	30.00	Y			X		COMBEE INSULATION

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PLEASANT VIEW MHP	X				6.00	N	1	1	2	1008221000012
PRO INDUSTRIES INC	X				4.00	N	1	1	1	1008230000011
RAPID METAL PRODUCTIONS	X				8.00	N	1	1	1	1008236000012
FROSTPROOF GOSPEL CHURCH	X				4.00	N	1	1	1	1008243000014
GRANGER SONS BAR BQ	X				4.00	N	1	1	1	1008246000011
HIDDEN HARBOUR RESORT	X				4.00	N	1	2	1	1008276000012
INDIAN LAKE ESTATES INC	X				8.00	N	1	1	1	1008292000013
UNCLE JOES FISH CAMP	X				8.00	N	1	2	1	1008369000011
WEBBER INTERNATIONAL UNIV	X				8.00	N	2	6	1	1008383000012
RICKERT PROPERTIES INC	X	X			35.00	N	1	1	2	1008387000021
LAKEFRONT PROPERTIES LLC	X				8.00	N	1	1	1	1008393000011
STORY GROVE SERVICE	X				4.00	N	1	1	1	1008461000011
HAJOCA CORPORATION	X				8.00	N	1	1	1	1008497000011
TOWERWOOD MHP	X				0.50	N	2	2	1	1008501000014
TOWERWOOD MHP				X	0.48	N	237	237	1	1008501000015
TOWERWOOD MHP				X	0.32	N	4	4	1	1008501000016
TIGER CREEK OWNERS ASSOC	X			X	8.00	N	237	237	1	1008512000011
TIGER CREEK OWNERS ASSOC	X				8.00	N	3	9	1	1008512000012
ROBIN BUILDERS	X				6.00	N	1	1	1	1008550000012
COUNTRY CLUB VILLAGE	X		X		0.50	N	1	1	1	1008566000011
CYPRESS RIDGE PRESBYTERIA	X				2.00	N	31	31	1	1008566000011
EMMANUEL BAPTIST FELLOWSH	X				6.00	N	1	1	1	1008701000011
LAKE SHORE CLUB	X				4.00	N	1	1	2	1008963000021
LAKESHORE CLUB			X		20.00	Y	13	26	1	1008965000011
ASHLEY ELECTRIC CO INC	X				2.00	N	1	1	1	1009297000011
RICKS LAWN & LANDSCAPE	X				6.00	N	1	1	1	1009312000023
ACHIEVEMENT ACADEMY	X				2.00	N	1	1	1	1009468000011
POLK COUNTY FOP INC	X				4.00	N	1	1	1	1009775000011
PUBLIX #671	X				8.00	N	1	3	1	1009855000011
SUMNERS INC	X				4.00	N	1	1	1	1009869000022
CERTAINTED MACHINE WORKS	X				2.00	N	1	1	1	1009903000011
FRIENDLY RV PARK	X				6.00	N	1	1	1	1010112000013
EAGLE POND CONDO-CO COUNT	X		X		0.50	N	1	1	1	1010115000011
WEBBER COLLEGE MSW					30.00	Y	137	274	1	1010143000016
LA BOTANA	X		X		6.00	N	1	1	1	1010192000012
CAULEYS MHP	X				4.00	N	1	1	1	1010274000011
STANDARD SAND SILICA	X				6.00	N	1	1	1	1010408000021
STANDARD SAND SILICA	X				8.00	N	1	1	2	1010408000022
PUBLIX SUPERMARKETS	X		X		30.00	Y	1	1	1	1010452000011
SCHOOL BOARD OF POLK CO	X				8.00	N	1	1	1	1010465000013
BAMBOO SUPPLY COMP	X				4.00	N	1	2	1	1010679000012
BETHANY CHRISTIAN CHURCH	X				0.48	N	1	1	1	1010682000012
DIXIELAND SUPPLY INC	X		X		4.00	N	1	1	2	1010758000013
SANLAN GOLF COURSE	X				8.00	N	1	1	1	1010865000011
SE INDEPENDANT DELIVERY S	X				8.00	N	1	2	1	1010923000011
AMS CENTRAL INC			X		40.00	Y	1	1	1	1011000000011
JOHNSON BROTHERS CORP			X		20.00	Y	1	1	1	1011011000011
LIQUID HANDLING PRODUCTS	X				2.00	N	1	1	1	1011128000011
SCHOOL BOARD OF POLK CO	X		X		20.00	Y	1	1	1	1011144000011
SCHOOL BOARD OF POLK CO					20.00	Y	1	1	1	1011144000012
MANN SEPTIC SERV	X				4.00	N	1	1	1	1011168000012

CHEVRON #121	X				4.00	N	1	1	1W	1011188000013
CHRISTINA PRK BAPTIST CHR H INC	X				2.00	N	1	1	2W	1011781000013
DEPART OF TRANSPORTATION	X				6.00	N	1	1	1W	1011783000011
MCKEON CHIROPRACTIC CLINIC			X		0.48	N	1	1	2W	1011942000012
WOOD GRAIN		X			40.00	Y	3	1		1011955000011
WOOD GRAIN		X			40.00	Y	1	1		1011955000012
MIDFLORIDA CREDIT UNION	X	X			2.00	N	1	1	1W	1011976000012
POWER SCREEN OF FLORIDA		X			30.00	Y	1	1		1012006000012
SUNSHINE MOTEL	X				8.00	N	1	1	1W	1012194000013
BERKLEY ACADEMY			X		0.48	N	10	10	1W	1012293000018
BERKLEY ACADEMY	X				8.00	N	2	3	1W	1012293000019
RIDGE VIEW GLOBAL	X				4.00	N	1	2	2W	1012295000015
SCHOOL BOARD OF POLK CO			X		0.50	Y	1	1		1012297000018
RUBINGERS MANUFACTER	X				6.00	N	1	1	1W	1012733000012
FOUR LAKES GOLF CLUB		X			20.00	Y	1	1		1012845000011
TRICOUNTY HUMAN SERVICES	X				4.00	N	1	1	1W	1012938000011
FEDERAL AVIATION ADMINIST	X				2.00	Y	1	1		1013221000011
AEI ELECTRICAL INC	X				6.00	N	1	1	1W	1013359000014
BABSON PARK WOMANS CLUB	X				4.00	N	1	1	2W	1013911000012
ORANGE INDUSTRIAL SERVICE LLC	X				6.00	N	1	1	1W	1014037000011
FL ONSITE WASTE WATER ASS	X				2.00	N	1	1	1W	1014538000011
SCHOOL BOARD OF POLK CO		X			30.00	Y	1	1		1014638000013
FIELDS EQUIPMENT		X			30.00	Y	1	1		1014670000011
JNE INCPAPA JOHNS PIZZA	X				8.00	N	1	1	1W	1014807000013
MARIONS CREATIONS	X				2.00	N	1	1	2W	1019784000011
SUPERWAY 7	X				4.00	N	1	1	1W	1019951000011
PHILLIP RUCKS CITRUS NSRY	X				6.00	N	1	1	1W	1019985000013
WALLABY RANCH	X				8.00	N	1	1	1W	1020311000012
KEMIRA WATER SOLUTIONS INC		X			20.00	Y	2	1		1020391000011
BAY PORT VALVE		X			30.00	Y	1			1020493000011
GIW INDUSTRIES INC		X			30.00	Y	1	1		1020587000011
SIZEMORE SALES	X				4.00	N	1	1	1W	1020803000012
PUBLIX STORE #770		X			30.00	Y	1	1		1020844000011
ARDELLA MISSIONARY BAPT C	X				8.00	N	1	2	1W	1021012000015
THE BLUFF OF CHRISTINA			X		0.48	N	151	151	1W	1021024000016
JOHN BEAN TECHNOLOGIES CORPORA	X				8.00	N	1	2	1W	1021055000012
JOHN BEAN TECHNOLOGIES CORPORA	X				8.00	N	1	1	1W	1021055000014
BARON REALTY	X				6.00	N	1	1	1W	1021067000016
JH HAM ENGINEERING INC	X				6.00	N	1	1	1W	1021072000014
K C INDUSTRIES LLC	X				8.00	N	1	1	1W	1021089000011
MASTER MACHINE TOOL LLC	X				8.00	N	1	1	2W	1021108000013
MULBERRY CHURCH OF GOD	X				8.00	N	1	1	1W	1021119000013
PHOSCHEM SUPPLY CO	X				6.00	N	1	2	1W	1021126000011
QUIKRETE OF FLORIDA LAKELAND	X				8.00	N	1	4	1W	1021159000015
QUIKRETE OF FLORIDA LAKELAND		X			20.00	N	1	3	1W	1021159000016
SMITHBLT IND TRASH		X			30.00	Y	1	1		1021178000011
SCOTT LAKE BAPTIST CHURCH	X				8.00	N	1	1	1W	1021185000013
SUNSHINE INTERIORS		X			30.00	Y	1	1		1021200000013
CASE & SONS AUTOMOTIVE	X				2.00	N	1	1	1W	1021217000011
H SQUARE LLC	X				8.00	N	1	2	1W	1021218000011
ROGERS BROTHERSSHOP	X				6.00	N	1	1	2W	1021237000014

GRAPHITE MAINT INC	X				8.00	N	1	1	1	1W	1021365000011
FAMILY FUN CENTER	X				8.00	N	1	1	1	1W	1021373000011
LOIS GATTIE MHP	X				4.00	N	1	1	1	1W	1021429000012
HUNT BROTHERS <<SERVICE>>	X				8.00	N	1	1	2	1W	1021478000011
HUNT BROTHERS <<SERVICE>>	X				8.00	N	1	1	1	1W	1021478000011
FL DEPT OF TRANS/ADMIN B	X				8.00	N	4	1	1	1W	1021495000012
MIDFLORIDA CREDIT UNION	X				4.00	N	1	1	4	1W	1021554000013
S P C A	X				8.00	N	1	1	3	1W	1021602000016
BAY PORT VALVE	X				8.00	N	1	1	1	1W	1021897000011
BAY PORT VALVE	X				8.00	N	1	1	1	1W	1021897000011
BOBBIES BUSY BEE	X				20.00	Y	1	1	1	2W	1022234000021
DUFFY & LEE CO	X				4.00	N	1	1	1	1W	1022249000013
GW INDUSTRIES	X				4.00	N	1	1	2	1W	1022263000011
CENTURY STORAGE GIBSONIA	X				4.00	N	1	1	1	2W	1022315000012
TOWN SQUARE	X				8.00	N	1	1	1	1W	1022372000013
EPIC METALS CORP	X				8.00	N	1	1	1	1W	1022380000011
LAKESIDE PEDIATRICS	X				8.00	N	1	1	1	1W	1022392000014
SUN AIR RV ASSOC YD WAST	X				0.50	N	1	1	1	1W	1022447000012
JC'S EARLY LEARNING CENTER					0.50	Y	1	1	1	2W	1022477000011
WATSON CLINIC - F/L	X				4.00	N	1	1	1	1W	1022484000012
REFORMATION LUTHERN CHURCH	X				4.00	N	1	1	1	2W	1022510000012
CENTURY STORAGE CHRISTINA	X				6.00	N	1	1	1	2W	1022571000012
DICESARE DAVIDSON & BARK	X				2.00	N	1	1	1	1W	1022604000011
FIRST BAPTIST BRADLEY	X				4.00	N	1	1	1	1W	1022629000016
CYPRESS LAKES VENTURE IV LLC	X				8.00	N	2	4	1	1W	1022670000011
CYPRESS LAKES VENTURE IV LLC	X				8.00	N	1	1	1	1W	1022670000011
LAKE REGION BAPTIST CHURC	X				2.00	N	1	1	1	2W	1022778000021
ORANGE INDUSTRIAL SERVICE LLC	X				4.00	N	1	1	1	1W	1022782000011
LAKE KISSIMEE STATE PARK	X				2.00	N	1	1	1	1W	1022832000011
DEER CREEK UDI ASSOC	X				8.00	N	1	2	1	1W	1022865000011
LA CASA CONDOMINIUMS	X				8.00	N	2	4	1	1W	1022882000013
WILLOW OAK BAPTIST CHURCH	X				6.00	N	1	1	1	1W	1023085000012
DEPT OF TRANSPORT/DIST MAT	X				8.00	N	1	1	1	1W	1023092000011
ANCHOR-HIGHLAND STATION,LLC	X				8.00	N	1	1	2	1W	1023116000012
CEMEX	X				4.00	N	1	1	1	1W	1023323000011
NUTRIEN AG SOLUTIONS, INC.	X				8.00	N	1	2	1	1W	1023324000011
BARON REALTY INC	X				4.00	N	1	1	1	1W	1023401000013
BEDROCK CYPRESS HARBOR LLC	X				8.00	N	1	1	1	1W	1023461000011
KINGSDOWN	X				8.00	N	1	4	1	1W	1023503000013
US AGRICHEM	X				30.00	Y	1	1	1	2W	1023592000012
JEFF MIRZA APTS	X				4.00	N	1	1	1	1W	1023635000011
FOUR SEASONS	X				8.00	N	2	2	1	1W	1023843000015
ST PAUL MIS BAPTIST CHURC	X				4.00	N	1	1	1	2W	1023872000013
HAVENDALE DENTAL	X				0.48	N	1	1	1	1W	1023877000012
WILLOW OAK ASSEMBLY OF GOD	X				4.00	N	1	1	1	1W	1023887000014
NEW HOME BAPTIST CHURCH	X				4.00	N	1	1	1	1W	1023895000011
SHEPHERD RD PRESBYT CHURCH	X				6.00	N	1	1	1	2W	1023905000016
SHEPHERD RD BAPTIST CHURCH	X				2.00	N	1	1	1	1W	1023906000013
STRAWBRIDGE INC RICK	X				0.48	N	1	1	1	1W	1023918000012
MT TABOR BAPTIST CHURCH	X				8.00	N	1	1	1	1W	1023919000017
HUNGRY CRAB DAVENPORT LLC	X				8.00	N	2	6	1	1W	1023963000011

GARY DELATORRE	X				8.00	N	1	2	1W	1027948000011
GARY DELATORRE	X				8.00	N	1	2	1W	1027948000012
GARY DELATORRE	X				8.00	N	1	2	1W	1027948000013
ALL TEMP STORAGE	X				2.00	N	3	3	1W	1027957000011
JOHN BUMGARDNER	X				6.00	N	1	1	1W	1028419000012
JOHN BUMGARDNER		X			20.00	Y	1	1		1028419000013
FLORIDA POWER SOUTH CENTR		X			40.00	Y	1	1		1028500000013
PRO PLUS GOLF SERVICE INC	X				8.00	N	1	1	1W	1028824000011
STAINLESS IMPORTS	X				6.00	N	1	1	1W	1028914000013
PARKVIEW CHRISTIAN LIFE CENTER	X				2.00	N	1	1	2W	1029086000012
GOODWILL INDUSTRIES	X				40.00	N	1	1	1W	1029143000011
SOFIDEL AMERICA		X			40.00	Y	2	1		1029422000016
A1 FLORIDA SOD, INC	X				4.00	N	1	3	1W	1029681000011
LARRY RANNOV	X				8.00	N	1	1	2W	1029945000023
FLORIDA FOREST SERVICE	X				6.00	N	1	1	1W	1029955000023
FLORIDA FOREST SERVICE	X				6.00	N	1	1	1W	1029955000042
THE CLUB AT EAGLEBROOKE	X				8.00	N	1	3	1W	1029965000021
UNITED WHOLESALE DIST	X				4.00	N	1	1	1W	1030145000013
BEN HILL GRIFFIN		X			20.00	Y	1	1		1030425000011
GROVE EQUIPMENT SERVICES	X				4.00	N	1	1	1W	1030445000012
WILLIS AGRICULTURE STRG	X				4.00	N	1	1	1W	1030767000013
SWARTS PROPERTIES	X				8.00	N	1	3	1W	1031164000011
SEO SPORTS CENTER INC	X				4.00	N	1	1	1W	1031744000022
MT PISGAH BAPTIST CHURCH	X				2.00	N	1	1	2W	1031794000012
BURNS MANUFACTURED HOMES		X			30.00	Y	1	1		1031832000011
HDI MECHANICAL HVAC	X				2.00	N	1	1	1W	1032144000021
SCHOOL BOARD OF POLK CO		X			30.00	Y	1	1		1032362000013
AMOS RENTALS	X				2.00	N	1	1	1W	1032422000011
CHELLETTE MANOR CO COUNT			X		0.50	N	28	56	1W	1032422000011
AIRCRAFT ENGINEERING	X				4.00	N	1	1	1W	1032642000018
BURNS MANUFACTURED HOMES	X				4.00	N	1	1	2W	1032675000012
BERNIE NOEL	X				2.00	N	1	1	1W	1032803000012
CEMEX 1193	X				8.00	N	2	2	1W	1033264000011
COMBEE DISCOUNT BEVERAGES	X				6.00	N	1	1	1W	1033474000011
TODD MARTIN	X				6.00	N	1	1	1W	1033623000011
WINDY BEACH MHP	X				8.00	N	1	2	1W	1033851000011
ALLIED SCRAP PROCESSORS		X			40.00	Y	1	1	1W	1033896000015
DIGITECH	X				6.00	N	1	1	1W	1033925000011
ANNETTE MAXWELL	X				4.00	N	1	1	1W	1034072000013
PUBLIX STORE #879		X			30.00	Y	1	1	1W	1034145000011
FLORIDA UTILITY TRAILERS		X			40.00	Y	1	1		1034225000013
EL RANCHITO	X				8.00	N	1	2	1W	1034306000018
EL RANCHITO	X				8.00	N	1	2	1W	1034306000019
FLEET PRODUCTS	X				6.00	N	1	2	1W	1034726000014
R T R ENTERPRISES	X				6.00	N	1	1	2W	1034735000014
STEPS TOWING	X				2.00	N	1	1	2W	1034901000011
WHISPERING PINES APTS	X				8.00	N	2	6	1W	1035105000011
LAKEMONT LLC		X			30.00	N	1	1	1W	1035107000031
KILLEBREW INC	X				4.00	N	1	1	1W	1035115000011
KILLEBREW INC	X				4.00	N	1	1	2W	1035116000011
SSI PETROLEUM	X				6.00	N	1	1	1W	1035199000011

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Unit	Spec- ChassisMake	Spec- ChassisModel	MfgYear	Type	Spec-BodySize	Spec-BodyMake	Spec-Registration	UnitSerialNumber	Spec-LineOfBusiness
3010-3749	International	N/A	2014	Tractor	N/A	N/A	N/A	3HSDMAFP9FN693010	210-LC Operating Expense
3017-3754	Peterbilt	Unknown	2013	R/O	N/A	G&H	N/A	1NPSLT0X9D184660	210-LC Operating Expense
3020-3754	Peterbilt	365	2012	R/O	N/A	Galbreath	N/A	1NPSLT70X6DD184664	210-LC Operating Expense
3103-4800	Peterbilt	365	2013	R/O	N/A	G&H	N/A	1NPSLP0X5DD196529	210-LC Operating Expense
3401-3754	Kenworth	T800	2006	R/O	N/A	Accurate	N/A	3BKDLU0X26F130004	210-LC Operating Expense
3403-3754	Kenworth	C713	2007	R/O	N/A	Galbreath	N/A	1m2ag11c07m038969	210-LC Operating Expense
3405-3754	Kenworth	C713	2007	R/O	N/A	Galbreath	N/A	1m2ag11c97m038968	210-LC Operating Expense
3408-3754	Kenworth	T800	2006	R/O	N/A	Accurate	N/A	1NKDLU0X16J123594	210-LC Operating Expense
3436-3754	Kenworth	C713	2005	R/O	N/A	Galbreath	N/A	1m2ag11cX5M033095	210-LC Operating Expense
3437-3754	Kenworth	C713	2005	R/O	N/A	Galbreath	N/A	1m2ag11c25M033107	210-LC Operating Expense
3439-3754	Kenworth	C713	2005	R/O	N/A	Galbreath	N/A	1m2ag11c05M033106	210-LC Operating Expense
3440-3754	Kenworth	W664	2003	R/O	N/A	Galbreath	N/A	4VSKC9G6F3N348794	210-LC Operating Expense
3441-3754	Peterbilt	357	2003	R/O	N/A	Galbreath	N/A	1NPAALT0XX38D02376	210-LC Operating Expense
3444-3754	Peterbilt	365	2013	R/O	N/A	G&H	N/A	1NPSLP0X1DD208000	210-LC Operating Expense
3445-3754	Peterbilt	365	2013	R/O	N/A	G&H	N/A	1NPSLP0X6DD196538	210-LC Operating Expense
3446-3754	Peterbilt	365	2013	R/O	N/A	G&H	N/A	1NPSLP0X1DD196530	210-LC Operating Expense
3447-3754	Kenworth	G813	2014	R/O	N/A	Galbreath	N/A	1m2ax13c7EM026005	210-LC Operating Expense
3448-3754	Kenworth	G813	2014	R/O	N/A	Galbreath	N/A	1m2ax13c9EM026006	210-LC Operating Expense
3449-3754	Kenworth	G813	2014	R/O	N/A	G&H	N/A	1m2ax13c1EM026646	210-LC Operating Expense
3450-3754	Kenworth	G813	2014	R/O	N/A	G&H	N/A	1m2ax13c3EM026647	210-LC Operating Expense
3451-3754	Kenworth	G813	2015	R/O	N/A	Galbreath	N/A	1m2ax13c3CFM031629	210-LC Operating Expense
3452-3754	Kenworth	G813	2015	R/O	N/A	Galbreath	N/A	1m2ax13c3CFM031622	210-LC Operating Expense
3453-3754	Kenworth	G813	2015	R/O	N/A	Galbreath	N/A	1m2ax13c1FMM031623	210-LC Operating Expense
3454-3754	Kenworth	G813	2016	R/O	N/A	Galbreath	N/A	1m2ax13c7GM035130	210-LC Operating Expense
3455-3754	Kenworth	G813	2015	R/O	N/A	Galbreath	N/A	1m2ax13c3CFM031624	210-LC Operating Expense
3456-3754	Kenworth	G813	2017	R/O	N/A	Galbreath	N/A	1m2ax13c0HM039201	210-LC Operating Expense
3457-3754	Kenworth	G813	2017	R/O	N/A	Galbreath	N/A	1m2ax13c4HM039203	210-LC Operating Expense
3458-3754	Kenworth	G848	2019	R/O	N/A	Galbreath	N/A	1m2GR2GCM0001799	210-LC Operating Expense
3459-3754	Kenworth	G848	2021	R/O	N/A	Galbreath	N/A	1m2GR2GCM022590	210-LC Operating Expense
3460-3754	Kenworth	G848	2021	R/O	N/A	Galbreath	N/A	1m2GR2GCM022459	210-LC Operating Expense
3461-3754	Kenworth	G848	2022	R/O	N/A	Galbreath	N/A	1m2GR2GCM025231	210-LC Operating Expense
3464-3754	Kenworth	G848	2023	R/O	N/A	Galbreath	N/A	1m2GR2GCM038140	210-LC Operating Expense
3465-3754	Kenworth	G848	2023	R/O	N/A	Galbreath	N/A	1m2GR2GCM038141	210-LC Operating Expense
3466-3754	Kenworth	G848	2023	R/O	N/A	Galbreath	N/A	1m2GR2GCM038151	210-LC Operating Expense
3467-3754	Kenworth	G848	2025	R/O	N/A	Galbreath	N/A	1m2GR2GCM044765	210-LC Operating Expense
3468-3754	Kenworth	G848	2025	R/O	N/A	Galbreath	N/A	1m2GR2GCM044767	210-LC Operating Expense
3469-3754	Kenworth	G848	2025	R/O	N/A	Galbreath	N/A	1m2GR2GCM044768	210-LC Operating Expense
6001-3754	Kenworth	CH613	2004	Tractor	N/A	Kenworth	N/A	1m1AA13X4N155695	210-LC Operating Expense
6004-3754	Kenworth	7600	2007	Tractor	N/A	Kenworth	N/A	1m1AA13X4N155695	210-LC Operating Expense
6005-3754	Peterbilt	365	2014	Tractor	N/A	Peterbilt	N/A	1NPSD29X1E226782	210-LC Operating Expense
6008-3754	Kenworth	CHU613	2010	Tractor	N/A	Kenworth	N/A	1m1an09Y6an005299	210-LC Operating Expense
6010-3754	Kenworth	AN64T	2019	Tractor	N/A	Kenworth	N/A	1m1AN4GYXKM005366	210-LC Operating Expense
6011-3754	Kenworth	AN64T	2019	Tractor	N/A	Kenworth	N/A	1m1AN4GYXKM005390	210-LC Operating Expense
6012-3754	Kenworth	7600	2007	Tractor	N/A	Kenworth	N/A	2HSCHSCT17A33022	210-LC Operating Expense
6013-3754	Kenworth	AN64T	2020	Tractor	N/A	Kenworth	N/A	1m1AN4GY8LM014475	210-LC Operating Expense
6014-3754	Kenworth	AN64T	2020	Tractor	N/A	Kenworth	N/A	1m1AN4GY8LM014475	210-LC Operating Expense
6015-3754	Kenworth	Unknown	2025	Tractor	N/A	Kenworth	N/A	1m1AN4GY8LM014475	210-LC Operating Expense
8227-3758	International	N/A	2006	Tractor	N/A	N/A	N/A	2HSCHSCTX6C227809	210-LC Operating Expense
1221-3754	Kenworth	MRU633	2012	FEL	28	Heil	N/A	1m2AV17C1CM010055	220-SC Operating Expense
1223-3754	Kenworth	MRU633	2012	FEL	29	Heil	N/A	1m2AV17C2CM010159	220-SC Operating Expense
1224-3754	Kenworth	MRU633	2012	FEL	28	Heil	N/A	1m2AV17C9CM010160	220-SC Operating Expense
1225-3754	Kenworth	MRU633	2012	FEL	28	Heil	N/A	1m2AV17C0CM010161	220-SC Operating Expense
1227-3754	Kenworth	MRU633	2012	FEL	28	Heil	N/A	1m2AV17C4CM010163	220-SC Operating Expense
1229-3754	Kenworth	MRU633	2012	FEL	28	Heil	N/A	1m2AV17C8CM010165	220-SC Operating Expense
1230-3754	Kenworth	MRU633	2012	FEL	28	Heil	N/A	1m2AV17CXCM010166	220-SC Operating Expense
1231-3754	Kenworth	MRU633	2012	FEL	28	Heil	N/A	1m2AV17C1CM010167	220-SC Operating Expense
1232-3754	Kenworth	MRU633	2012	FEL	28	Heil	N/A	1m2AV17C3CM010168	220-SC Operating Expense
1233-3754	Kenworth	MRU633	2012	FEL	28	Heil	N/A	1m2AV17C5CM010169	220-SC Operating Expense
1234-3754	Kenworth	MRU633	2012	FEL	28	Heil	N/A	1m2AV17C1CM010170	220-SC Operating Expense
1239-3754	Kenworth	MRU612	2022	FEL	28	Heil	N/A	1m2TE7GCTNM001410	220-SC Operating Expense
1240-3754	Kenworth	TE64R	2022	FEL	28	Heil	N/A	1m2TE7GCTNM001411	220-SC Operating Expense
1241-3754	Kenworth	MRU	2025	FEL	28	Heil	N/A	1m2TE2GCTSM012101	220-SC Operating Expense
1242-3754	Kenworth	MRU	2025	FEL	28	Heil	N/A	1m2TE2GCTSM012102	220-SC Operating Expense
1243-3754	Kenworth	MRU	2025	FEL	28	Heil	N/A	1m2TE2GCTSM012100	220-SC Operating Expense
1305-3754	Kenworth	MRU633	2015	FEL	28	Heil	N/A	1m2AV17C7FM010758	220-SC Operating Expense
1315-3754	Kenworth	MRU633	2015	FEL	28	Heil	N/A	1m2AV17CXFM010768	220-SC Operating Expense
R16783	Kenworth	TE64R	2024	FEL	28	Heil	N/A	1m2TE2GCTSM012100	220-SC Operating Expense
RL6859	Kenworth	TE64R	2024	FEL	28	Heil	N/A	1m2TE2GCTSM012100	220-SC Operating Expense
RL7506	Kenworth	MRU	2025	FEL	28	Heil	N/A	1m2L2GCTSM009943	220-SC Operating Expense

2400	Peterbilt	520	2017	ASL	28	McNeilus	66,000	3BPDL70XJF197777	230-RES Operating Expense
2004-3754	Mack	MRU613	2014	REL	28	McNeilus	60,000	1M2AV02C0EM011749	230-RES Operating Expense
2006-3754	Mack	MRU613	2014	REL	28	McNeilus	60,000	1M2AV02C0EM011751	230-RES Operating Expense
2007-3754	Mack	MRU613	2014	REL	28	McNeilus	60,000	1M2AV02C0EM011752	230-RES Operating Expense
2008-3754	Mack	TE64R	2020	REL	28	McNeilus	66,000	1M2TE1G6C4LM00383	230-RES Operating Expense
2011-3754	Mack	MR6885	2007	REL	32	McNeilus	66,000	1M2K189C37M038015	230-RES Operating Expense
2020-3754	Mack	Unknown	2018	CLAW	N/A	Petersen	54,999	1M2AX10C1JM001941	230-RES Operating Expense
2074-3754	Mack	MRU613	2011	REL	32	McNeilus	66,000	1M2AV02C7BM000767	230-RES Operating Expense
2076-3754	Mack	MRU613	2011	REL	32	McNeilus	66,000	1M2AV02C0B8M00768	230-RES Operating Expense
2100-3754	Mack	TE64R	2018	REL	28	McNeilus	54,900	1M2TE1G6C0KM001161	230-RES Operating Expense
2208-3753	Mack	LEU613	2013	FEL	N/A	Heil	66,000	1M2AU02C7EM008494	230-RES Operating Expense
2402-3754	Mack	TE64R	2021	ASL	28	Heil	66,000	1M2TE1G6CXMM005547	230-RES Operating Expense
2415-3754	Mack	TE64R	2021	ASL	28	Heil	66,000	1M2TE1G6C5MM005547	230-RES Operating Expense
2418-3754	Mack	MRU633	2011	ASL	29	Heil	64,000	1M2AV17C5BM010025	230-RES Operating Expense
2426-3754	Mack	MRU633	2011	ASL	28	Heil	64,000	1M2AV17C4BM010033	230-RES Operating Expense
2427-3754	Mack	MRU633	2011	ASL	28	Heil	64,000	1M2AV17C6BM010034	230-RES Operating Expense
2428-3754	Mack	MRU633	2011	ASL	28	Heil	64,000	1M2AV17C8BM010035	230-RES Operating Expense
2429-3754	Mack	LEU633	2013	ASL	28	Heil	60,000	1M2AU14C3DM001429	230-RES Operating Expense
2437-3607	Mack	TE64R	2023	ASL	28	Heil	59,000	1M2TE7G6C3PM001469	230-RES Operating Expense
2437-3754	Mack	MRU633	2011	ASL	28	Heil	64,000	1M2AV17C9BM010044	230-RES Operating Expense
2438-3833	Mack	TE64R	2018	ASL	28	McNeilus	66,000	1M2TE1G6C1KM001283	230-RES Operating Expense
2441-3754	Mack	MRU633	2011	ASL	28	Heil	64,000	1M2AV17C6BM010048	230-RES Operating Expense
2442-3607	Mack	TE64R	2022	ASL	28	Heil	59,000	1M2TE7G6C2NM001413	230-RES Operating Expense
2447-3754	Mack	MRU613	2010	ASL	28	Heil	65,000	1M2AV02C1AM000733	230-RES Operating Expense
2451-3754	Mack	MRU613	2014	ASL	28	Heil	64,000	1M2AV02C7EM011795	230-RES Operating Expense
2452-3754	Autocar	Xpeditor	2012	ASL	29	Labrie	71,900	5VCACDLE9CH214648	230-RES Operating Expense
2453-3754	Autocar	Xpeditor	2012	ASL	28	Labrie	71,900	5VCACDLE5CH214663	230-RES Operating Expense
2454-3754	Autocar	Xpeditor	2012	ASL	28	Labrie	66,000	5VCACDLE0CH214652	230-RES Operating Expense
2456-3754	Mack	TE64R	2022	ASL	28	Heil	60,000	1M2TE7G6C3NM001419	230-RES Operating Expense
2457-3754	Mack	TE64R	2021	ASL	28	Heil	60,000	1M2TE7G6CXNM001420	230-RES Operating Expense
2459-3754	Mack	LEU633	2015	ASL	28	McNeilus	60,000	1M2AU14C1FM002307	230-RES Operating Expense
2460-3754	Mack	TE64R	2023	ASL	28	Heil	66,000	1M2TE7G6C4PM001478	230-RES Operating Expense
2461-3754	Mack	MRU	2024	ASL	28	Heil	66,000	1M2TE7G6CXRM001794	230-RES Operating Expense
90-3754	Mack	GU813	2015	CLAW	40	Petersen	60,000	1M2AX13C9FM027366	230-RES Operating Expense
RL6806-3754	Mack	16G	2024	ASL	28	Labrie	54,000	1M2LR2G6C3RM0009453	230-RES Operating Expense
0016-3754	Ford	F150	2008	Support	6	Pick-up	N/A	1FTRX12W98FB59778	700-Truck Shop
200-3754	Peterbilt	379	2003	Tractor	N/A	Pick-up	80,000	1XP5DB9X73D594023	710-Container Shop
0002-3754	Ford	F150	2008	Support	6	Pick-up	N/A	1FTRW12W38FB59777	740-Supervisory
0017-3754	Ford	F150	2015	Support	6	Ford	N/A	1FTEX1CP9FKF46094	740-Supervisory
0018-3754	Ford	F150	2015	Support	6	Ford	N/A	1FTEX1CP7FKF12934	740-Supervisory
0019-3754	Ford	F150	2021	Support	6	Ford	N/A	1FTEX1CB9MKE07071	740-Supervisory
PU084338-3754	Ford	150	2008	Support	6	Ford	N/A	1FTRW14W08FB54338	740-Supervisory

ALL LIQUIDATED DAMAGES OF \$10,000 OR MORE PER CONTRACT PER CONTRACT YEAR FOR PAST FIVE YEARS				
CUSTOMER	LIQUIDATED DAMAGE VIOLATION DESCRIPTION			DATE OF VIOLATION
Palm Beach County	7,400.00	Missed pickup not completed pursuant to section 19 of Franchise contract. Missed p/u (2nd notice) or incomplete route.	August 2019	
Hillsborough County	62,000.00	- Missed Pickups and Incomplete Routes	8/19/2019	
Hillsborough County	76,750.00	- Missed Pickups and Incomplete Routes	9/19/2019	
Hillsborough County	12,000.00	- Missed Pickups and Incomplete Routes	10/19/2019	
Hillsborough County	38,750.00	- Missed Pickups and Incomplete Routes	11/19/2019	
Hillsborough County	9,000.00	- Missed Pickups and Incomplete Routes	12/19/2019	
Hillsborough County	2,000.00	- Missed Pickups and Incomplete Routes	1/20/2020	
Hillsborough County	1,000.00	- Missed Pickups and Incomplete Routes	2/20/2020	
Hillsborough County	3,000.00	- Missed Pickups and Incomplete Routes	7/20/2020	
Hillsborough County	5,000.00	- Missed Pickups and Incomplete Routes	9/30/2020	
Hillsborough County	500.00	- Missed Pickups and Incomplete Routes	5/31/2021	
Hillsborough County	2,500.00	- Missed Pickups and Incomplete Routes	6/1/2021	
Hillsborough County	5,500.00	- Missed Pickups and Incomplete Routes	8/1/2021	
Hillsborough County	7,700.00	- Missed Pickups and Incomplete Routes	9/1/2021	
Hillsborough County	500.00	- Missed Pickups and Incomplete Routes	10/1/2021	
Hillsborough County	2,500.00	- Missed Pickups and Incomplete Routes	11/1/2021	
Hillsborough County	3,500.00	- Missed Pickups and Incomplete Routes	12/1/2021	
Hillsborough County	11,000.00	- Missed Pickups and Incomplete Routes	1/1/2022	
Hillsborough County	600.00	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	4/1/2022	
Hillsborough County	1,500.00	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	5/1/2022	
Hillsborough County	5,279.84	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	6/1/2022	
Hillsborough County	2,973.17	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	7/1/2022	
Hillsborough County	3,817.17	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	8/1/2022	
Hillsborough County	2,202.66	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	9/1/2022	
Hillsborough County	795.99	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	10/1/2022	
Hillsborough County	562.95	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	11/1/2022	
Hillsborough County	1,536.06	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	12/1/2022	
Hillsborough County	2,112.56	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	1/1/2023	
Hillsborough County	899.63	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	2/1/2023	
Hillsborough County	1,484.35	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	3/1/2023	
Hillsborough County	3,878.23	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	4/1/2023	
Hillsborough County	2,987.72	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	5/1/2023	
Hillsborough County	4,916.20	Missed Pickups and Incomplete Routes/Roll Cart Payment Deductions	6/1/2023	
Hillsborough County	3,990.00	Missed Pickups and Incomplete Actions	8/1/2019	
City of Tampa	240.00	- Missed Pickups and Incomplete Actions	9/1/2019	
City of Tampa	260.00	- Missed Pickups and Incomplete Actions	10/1/2019	
City of Tampa	840.00	- Missed Pickups and Incomplete Actions	11/1/2019	
City of Tampa	1,730.00	- Missed Pickups and Incomplete Actions	12/1/2019	
City of Tampa	120.00	- Missed Pickups and Incomplete Actions	1/1/2020	
City of Tampa	1,870.00	- Missed Pickups and Incomplete Actions	2/1/2020	
City of Tampa	510.00	- Missed Pickups and Incomplete Actions	3/1/2020	
City of Tampa	1,130.00	- Missed Pickups and Incomplete Actions	4/1/2020	
City of Tampa	300.00	- Missed Pickups and Incomplete Actions	5/1/2020	
City of Tampa	750.00	- Missed Pickups and Incomplete Actions	6/1/2020	
City of Tampa	1,260.00	- Missed Pickups and Incomplete Actions	7/1/2020	
City of Tampa	750.00	- Missed Pickups and Incomplete Actions	8/1/2020	

City of Tampa	1,680.00	- Missed Pickups and Incomplete Actions	9/1/2020
City of Tampa	1,650.00	- Missed Pickups and Incomplete Actions	10/1/2020
City of Tampa	270.00	- Missed Pickups and Incomplete Actions	11/1/2020
City of Tampa	570.00	- Missed Pickups and Incomplete Actions	12/1/2020
City of Tampa	3,000.00	- Missed Pickups and Incomplete Actions	1/1/2021
City of Tampa	690.00	- Missed Pickups and Incomplete Actions	2/1/2021
City of Tampa	600.00	- Missed Pickups and Incomplete Actions	3/1/2021
City of Tampa	990.00	- Missed Pickups and Incomplete Actions	4/1/2021
City of Tampa	810.00	- Missed Pickups and Incomplete Actions	5/1/2021
City of Tampa	1,260.00	- Missed Pickups and Incomplete Actions	6/1/2021
City of Tampa	1,650.00	- Missed Pickups and Incomplete Actions	7/1/2021
City of Tampa	1,370.00	- Missed Pickups and Incomplete Actions	8/1/2021
City of Tampa	660.00	- Missed Pickups and Incomplete Actions	9/1/2021
City of Tampa	1,050.00	- Missed Pickups and Incomplete Actions	10/1/2021
City of Tampa	360.00	- Missed Pickups and Incomplete Actions	11/1/2021
City of Tampa	930.00	- Missed Pickups and Incomplete Actions	12/1/2021
City of Tampa	1,100.00	- Missed Pickups and Incomplete Actions	1/1/2022
City of Tampa	2,670.00	- Missed Pickups and Incomplete Actions	2/1/2022
City of Tampa	630.00	- Missed Pickups and Incomplete Actions	3/1/2022
City of Tampa	670.00	- Missed Pickups and Incomplete Actions	4/1/2022
City of Tampa	1,690.00	- Missed Pickups and Incomplete Actions	5/1/2022
City of Tampa	960.00	- Missed Pickups and Incomplete Actions	6/1/2022
City of Tampa	1,540.00	- Missed Pickups and Incomplete Actions	7/1/2022
City of Tampa	1,370.00	- Missed Pickups and Incomplete Actions	8/1/2022
City of Tampa	1,350.00	- Missed Pickups and Incomplete Actions	9/1/2022
City of Tampa	640.00	- Missed Pickups and Incomplete Actions	10/1/2022
City of Tampa	1,040.00	- Missed Pickups and Incomplete Actions	11/1/2022
City of Tampa	1,830.00	- Missed Pickups and Incomplete Actions	12/1/2022
City of Tampa	660.00	- Missed Pickups and Incomplete Actions	1/1/2023
City of Tampa	660.00	- Missed Pickups and Incomplete Actions	2/1/2023
City of Tampa	3,330.00	- Missed Pickups and Incomplete Actions	3/1/2023
City of Tampa	570.00	- Missed Pickups and Incomplete Actions	4/1/2023
City of Tampa	1,520.00	- Missed Pickups and Incomplete Actions	5/1/2023
City Of FY Lauderdale	8,880.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	August 2019
City Of FY Lauderdale	6,360.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	September 2019
City Of FY Lauderdale	14,630.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	October 2019
City Of FY Lauderdale	7,920.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	November 2019
City Of FY Lauderdale	4,700.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	December 2019
City Of FY Lauderdale	10,760.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	January 2020
City Of FY Lauderdale	4,995.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	February 2020
City Of FY Lauderdale	6,210.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	March 2020
City Of FY Lauderdale	5,190.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	April 2020
City Of FY Lauderdale	9,835.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	May 2020
City Of FY Lauderdale	13,195.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	June 2020
City Of FY Lauderdale	20,845.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	July 2020
City Of FY Lauderdale	18,285.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	August 2020
City Of FY Lauderdale	11,435.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	September 2020
City Of FY Lauderdale	19,165.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	October 2020
City Of FY Lauderdale	38,035.00	Damaged carts, Customer complaints, Misses, spilled trash & Hydraulic, being in the city late, Cart Delivery, Routes left on the	November 2020

669

Margate	9,300.00	Legitimate Missed Collections Above 2 Per Day (Sec. 21.2.1.), Minor Failure to Perform Services (Sec. 21.2.2.), Failure to respon	March 2023
Margate	7,650.00	Legitimate Missed Collections Above 2 Per Day (Sec. 21.2.1.), Minor Failure to Perform Services (Sec. 21.2.2.), Failure to respon	April 2023
Margate	15,900.00	Legitimate Missed Collections Above 2 Per Day (Sec. 21.2.1.), Minor Failure to Perform Services (Sec. 21.2.2.), Failure to respon	May 2023
Margate	12,900.00	Legitimate Missed Collections Above 2 Per Day (Sec. 21.2.1.), Minor Failure to Perform Services (Sec. 21.2.2.), Failure to respon	June 2023
Margate	15,000.00	Legitimate Missed Collections Above 2 Per Day (Sec. 21.2.1.), Minor Failure to Perform Services (Sec. 21.2.2.), Failure to respon	July 2023
Margate	1,600.00	-Bulk missed Pick Ups	May 2020
City of Jacksonville	15,500.00		August 2019
City of Jacksonville	1,900.00		September 2019
City of Jacksonville	100.00		October 2019
City of Jacksonville	3,384.00		November 2019
City of Jacksonville	1,875.00		December 2019
City of Jacksonville	500.00		January 2020
City of Jacksonville	9,975.00		February 2020
City of Jacksonville	33,125.00		May 2020
City of Jacksonville	52,475.00		June 2020
City of Jacksonville	63,262.50		July 2020
City of Jacksonville	128,375.00		August 2020
City of Jacksonville	57,200.00		September 2020
City of Jacksonville	60,300.00		October 2020
City of Jacksonville	13,625.00		November 2020
City of Jacksonville	25,275.00		December 2020
City of Jacksonville	(19,005.00)		January 2021
City of Jacksonville	(237.50)		February 2021
City of Jacksonville	30,205.00		March 2021
City of Jacksonville	28,925.00		April 2021
City of Jacksonville	30,700.00		May 2021
City of Jacksonville	50.00		June 2021
City of Jacksonville	900.00		July 2021
City of Jacksonville	5,950.00		August 2021
City of Jacksonville	428,750.00		September 2021
City of Jacksonville	(112,000.00)		October 2021



Polk County
Board of County Commissioners

Agenda Item R.35.

10/1/2024

SUBJECT

Approve a Non-Exclusive Commercial Franchise for FY2024-25 by JJ's Waste & Recycling LLC. (No Fiscal Impact)

DESCRIPTION

JJ's Waste & Recycling LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2024-25 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by JJ's Waste & Recycling LLC as a Non-Exclusive Commercial Franchise for FY2024-25.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: JS's Waste + Recycling - 1229 Date: 9/5/2024

Status	Brief Description of Application Requirements
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
<input type="checkbox"/> Met; <input type="checkbox"/> Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT \$2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)
<input checked="" type="checkbox"/> Met; <input type="checkbox"/> Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
<input type="checkbox"/> Met; <input type="checkbox"/> Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

DRAFT

8/06/2024

3905 El Rey Road ORLANDO, FL. 32808
PO Box 585458 ORLANDO, FL. 32858

T 407 298 3932

reception@jjswaste.com
www.jjswaste.com

**Polk County Board of Commissioners
Waste & Recycling Division
10 Environmental Loop South
WINTER HAVEN, FL 33880**

Re: JJ's Waste & Recycling LLC Non-Exclusive Commercial Waste Franchise Renewal 2024

Please find attached a completed renewal application for our Non-Exclusive Commercial Waste Franchise. We would like to use the credit on our account to cover the application and inspection fees.

We trust this is sufficient, however if there is any further information required, please feel free to reach out to Mariah Hoskin on 407-298-3932, or via email Mariah.Hoskin@jjswaste.com.

Thank you for processing our renewal.



**Darren Bateson
General Manager**

**Polk County Board of Commissioners
Waste & Recycling Division
10 Environmental Loop South
WINTER HAVEN, FL 33880**

Item:

I certify that JJ's Waste & Recycling, LLC., has not been adjudicated in default on any government/Civil Contracts or bids. In addition, there is no pending litigation, criminal proceedings, or agency Enforcement cases a subject or as party to such cases or proceedings that the applicant or members Are involved in. (Ordinance Section 4-1C-1, 2a,b, & c)


By signing below, I certify all information is true and correct to the best of my knowledge and belief.

Respectfully,




Darren Bateson General Manager

Witness:


Mariah Hoskin

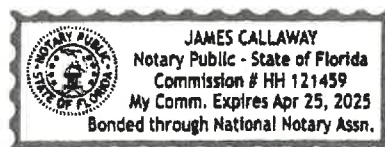
Print Name:

Notary:


James Callaway

Date: 08/14/2024

Print Name:



**AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY**

STATE OF FLORIDA
COUNTY OF POLK

COMES NOW. Jeff Freas, being first duty sworn, who
Deposes and say:

- (1) That he is the Corporate Controller, an officer
of JJ's Waste & Recycling corporation existing
under the laws of the State of Florida.
- (2) That he is authorized to execute the Non-Exclusive Franchise Agreement on behalf
of the above-named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Non-Exclusive
Franchise Agreement for commercial solid waste collection services to the above-
named corporation.

FURTHER AFFIANT SAYETH NAUGHT

JJ's Waste & Recycling, LLC.



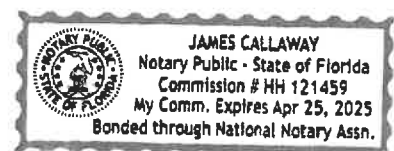
Jeff Freas, Corporate Controller

The following Affidavit was signed, acknowledged, and sworn to by Jeff Freas
before me this 13th day of August



Notary Public, State of Florida

My commission expires: Apr 25, 2025



POLK COUNTY WASTE & RECYCLING NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST									
FRANCHISEE <u>JJ's Waste & Recycling</u>		OFFICE USE ONLY							
FOR YEAR <u>2024/2025</u>		DATE RECEIVED _____		DATE TO AUDITING _____		ACCEPTED _____			
CUSTOMER NAME	DUMPSTER	CONTAINER TYPE/SIZE		CAPACITY (CU YD)	OTHER	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER	
		COMPACTOR	ROLL OFF			ON CALL	DAYS/WK		
4 Corners Baptist Church	X			4 yd			1		
Advanced Auto Parts	X			6 yd			1		
Chevron Station	X			8 yd			1		
Coldwater Properties	X			8 yd			1		
Cornerstone Church	X			8 yd			1		
Davenport Chevron	X			8 yd			1		
Elon Health Primary Care	X			4 yd			1		
Go Store R.	X			4 yd			1		
Haines City Moose Lodge	X			8 yd			1		
HOME SUITES	X			8 yd			2		
HOME SUITES	X			8 yd			1		
Horse Creek Village			X	30 yd		X	On Call		
Horse Creek Village	X			8 yd			2		
Jah Patel	X			8 yd			2		
Man Holdings Inc.	X			8 yd			3		
POLO PARK EAST	X			4 yd			1		
Providence Lawn and Tree	X			2 yd			1		
Rafina Commercial Project			X	2 1/2 yd		X	On Call		
Related Logistics	X			4 yd			1		
Related Logistics	X			8 yd			1		
REMC Dennis 7854 C/O Old Seville	X			8 yd			3		
SHADY OAKS MHP	X			6 yd			1		
SUNOCO FOOD MART	X			4 yd			2		
SUNSET COVE RETAIL	X			8 yd			4		
SUNSET PALM HOTEL	X			8 yd			2		
THE LEARNING EXPERIENCE	X			6 yd			1		
WATERS CAR WASH DAVENPORT	X			8 yd			2		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/07/2024

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

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

PRODUCER East Coast Global Insurance LLC 217 High Street Somersworth NH 03878	CONTACT NAME: PHONE (A/C No, Ext): (603) 842-5968 E-MAIL : marcw@ecgillc.com FAX (A/C No): (603) 842-5971 ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Key Risk Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 17370 10885
---	---	---------------------------------

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	x	x	EXP2031460-14	03/15/2024	03/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	x	x	BAP2031457-14	03/15/2024	03/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	x	x	FFX2031461-14	03/15/2024	03/15/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

Polk County, a Political Subdivision Of the state of Florida
330 W Church Street, Room 150
Bartow FL 33831

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<MR>

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2559823

DATE (MM/DD/YYYY)

09/10/2024

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

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

PRODUCER LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME:	
	PHONE (A/C, No, Ext): 888-828-8365	FAX (A/C, No):
INSURED JJ'S WASTE AND RECYCLING LLC 3905 EL REY RD ORLANDO, FL 32808-7917	E-MAIL ADDRESS: insperitycerts@locktonaffinity.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Indemnity Insurance Company of North America	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	C72283806	10/01/2024	10/01/2025	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

Polk County
DBA: a Political Subdivision of the State of Florida
330 W Church Street
Room 150
Bartow FL 33831

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
JJ'S WASTE & RECYCLING LLC

Filing Information

Document Number M18000001756
FEI/EIN Number 82-3290523
Date Filed 02/20/2018
State DE
Status ACTIVE

Principal Address

3905 EL REY ROAD
ORLANDO, FL 32808

Changed: 09/07/2018

Mailing Address

PO BOX 585458
ORLANDO, FL 32858

Changed: 09/07/2018

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title VP

CORBETT, DARRELL
3905 EL REY ROAD
ORLANDO, FL 32808

Title Corporate Controller

Freas, Jeff
3905 EL REY ROAD
ORLANDO, FL 32808

Annual Reports

Report Year	Filed Date
2023	01/31/2023
2024	02/05/2024
2024	07/24/2024

Document Images

07/24/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
01/31/2023 -- ANNUAL REPORT	View image in PDF format
11/31/2022 -- ANNUAL REPORT	View image in PDF format
02/05/2021 -- ANNUAL REPORT	View image in PDF format
03/19/2020 -- ANNUAL REPORT	View image in PDF format
04/06/2019 -- ANNUAL REPORT	View image in PDF format
02/20/2018 -- Foreign Limited	View image in PDF format

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 217843

CLASS: A

EXPIRES:

09/30/2025

OWNER NAME	LOCATION
DARRELL CORBETT	POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

J J'S WASTE & RECYCLING LLC
J J'S WASTE & RECYCLING LLC
3905 EL RAY RD
ORLANDO, FL 32808

CODE

810000
920000

ACTIVITY TYPE

LTD OTHER SERVICES
LTD PUBLIC SERVICE

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

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

PAID - 2497989 07/15/2024 OPY

OLP 31.50

J J'S WASTE & RECYCLING LLC

INDEMNITY

WHEREAS THE UNDERSIGNED Darren Bateson
(the "Undersigned"), is the General Manager North America of JJ's Waste & Recycling, LLC.
(the JJ's Waste & Recycling, ""), a Delaware LLC.

WHEREAS, the JJ's Waste and Recycling, LLC., is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS the Undersigned is duly authorized to execute this instrument by and on behalf of the

JJ's Waste and Recycling, LLC.

NOW, THEREFORE, in consideration of the benefits accruing to the JJ's Waste and Recycling, LLC and for other good and valuable consideration, the Undersigned, by and on behalf of the JJ's Waste & Recycling, LLC. does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly,

JJ's Waste and Recycling, LLC., its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the

JJ's Waste and Recycling, LLC. This 6th day of August, 2024.

ATTEST:

JJ's Waste & Recycling LLC.

a Foreign Limited Liability Company

By: James Callaway

By: Darren Bateson

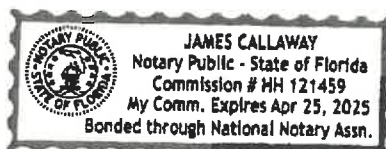
James Callaway

[Printed Name, Title]

Darren Bateson G.M.

[Printed Name, Title]

SEAL



AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT
COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA

COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared

Darrell Corbett, who, first being duly sworn, on oath deposes and states, as follows:

- 1) He is V.P North America Operations of JJ's Waste & Recycling, a LLC corporation.
- 2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.
- 3) There are no unsatisfied judgments entered against JJ's Waste & Recycling, LLC.
- 4) There are no liens of record filed by the Internal Revenue Service against JJ's Waste & Recycling, LLC.
- 5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against JJ's Waste & Recycling, LLC.
- 6) JJ's Waste & Recycling, LLC acknowledges and consents that the County shall have the right to inspect JJ's Waste & Recycling, LLC vehicles, containers, compactors, and other equipment at any time.
- 7) During the time of the existing Commercial Franchise, JJ's Waste & Recycling, LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term , will continue to comply with the same.

Further the affiant sayeth not.

Dated the 6th day of August, 2024



Sworn Person Signature:

DARREN BATESON G.M.

Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 6th day of August, 2024, by Darren Bateson, who is either ☒ personally known to me; or ☐ has produced _____ as identification.



Notary Public Signature

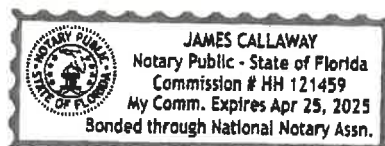
James Callaway

Printed Name of Notary Public

Apr 25, 2025

Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)





JJ's Waste & Recycling has been providing innovative waste management solutions since 1932. Our commitment to establish and maintain a close, productive working relationship with our customers ensure we provide the most efficient and cost effective service possible. This commitment has been the basis of our continued growth and development into the 21st century.

JJ's Waste & Recycling strives to establish and maintain a close, productive working relationship with our customers to ensure:

- the most efficient and cost effective services are provided
- timely rectification of problems
- the ongoing evaluation and evolution of services to improve community amenity and service efficiency

Our goal is to achieve industry best practice by:

- continuously improving waste management technology;
- reducing the impact of waste on the community and the environment;
- providing a quality service, whilst minimizing customer costs; and
- maintaining a high standard of operational safety, to protect our employees, customers and the general public.

Today JJ's Waste & Recycling :

- employs over 2,300 people;
- has a fleet of over 1,850 vehicles;
- performs solid, hazardous and liquid waste services for over 110,000 commercial customers; and
- performs over 2.5 million domestic garbage, recycling and green waste collection services under 63 local council contracts.

NOTES:

Contact Information

407 298 3932

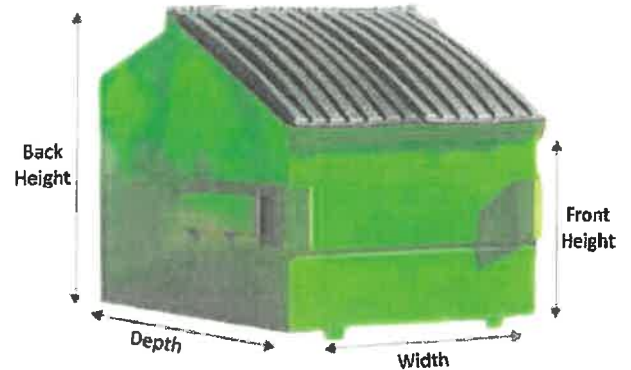
www.jjswaste.com

Photography : Angie Bernoir





Front Load Dumpster



Size	Width - inches	Depth - inches	Front Height - inches	Back Height - inches
Size 2 Box	72	38	41	41
Size 3 Box	72	41	48	48
Size 4 Box	72	56	50	50
Size 4 Slant	72	56	50	58
Size 6 Box	72	66	64	64
Size 5 Slant	72	71	47	61
Size 6 Slant	72	68	50	68
Size 8 Box	72	75	73	73
Size 8 Slant	72	82	50	76

Photography - Angie Bernolr



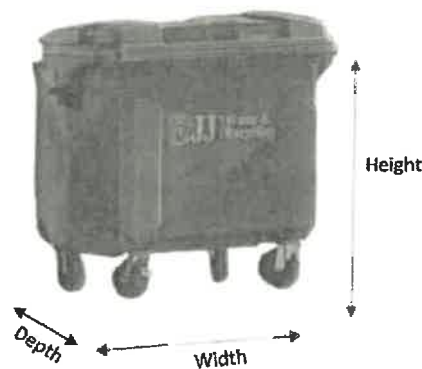


Roll Off Tub



Nominal Size	Outside Shipping Height - inches	Outside Shipping Length - inches	Outside Shipping Width - inches	Nominal Weight/ Standard Configurations
15 YD	55	192	95	2350
20 YD	55	250	95	3800
30 YD	78	250	95	4300
40 YD	101	250	95	4900

Wheelie Bins



Size	Width - inches	Depth - inches	Height - inches
65 Gallons	26	27	42
95 Gallons	28	32	46
174 Gallons	54	30	48
290 Gallons	54	42	52

Photography - Angie Bernoir





JJ's Waste & Recycling commercial and residential waste collection services are now operating in your local area.

JJ's Waste & Recycling has extensive experience in assessing waste management requirements and designing, implementing and operating the most safe, efficient and cost effective waste disposal and recycling solutions for its customers.

JJ's Waste & Recycling offers waste collection services in the following areas:

- General waste
- Recycling (paper, cardboard & commingled)
- Liquid waste (including grease traps, sullage & septic)
- Advisory services

JJ's Waste & Recycling provides customized waste management solutions that meet the specific needs of each customer. This includes building specialized bins, providing a dedicated site supervisor and customized compliance and reporting.

Industrial Dumpsters

All size 1, 2, 3, 4, 5, 6 & 8 dumpsters provided as part of our Services are constructed in accordance with relevant Standards and Guidelines and include the following features:

- galvanized to prevent rust (excluding Size 8)
- plastic lids to minimize noise
- pockets can be fitted to bins to allow for them to be lifted by forklift allowing for easy movement of industrial bins on site
- color coded to fit with site waste management programs or color schemes.

JJ's Waste & Recycling can also supply wheelie bins in a range of sizes to suit the customers needs. These wheelie bins are available in 65, 95, 174 and 290 gallon.



Call today to meet your local representative and experience our exceptional customer service.

Contact Information
407 298 3932
www.jjswaste.com

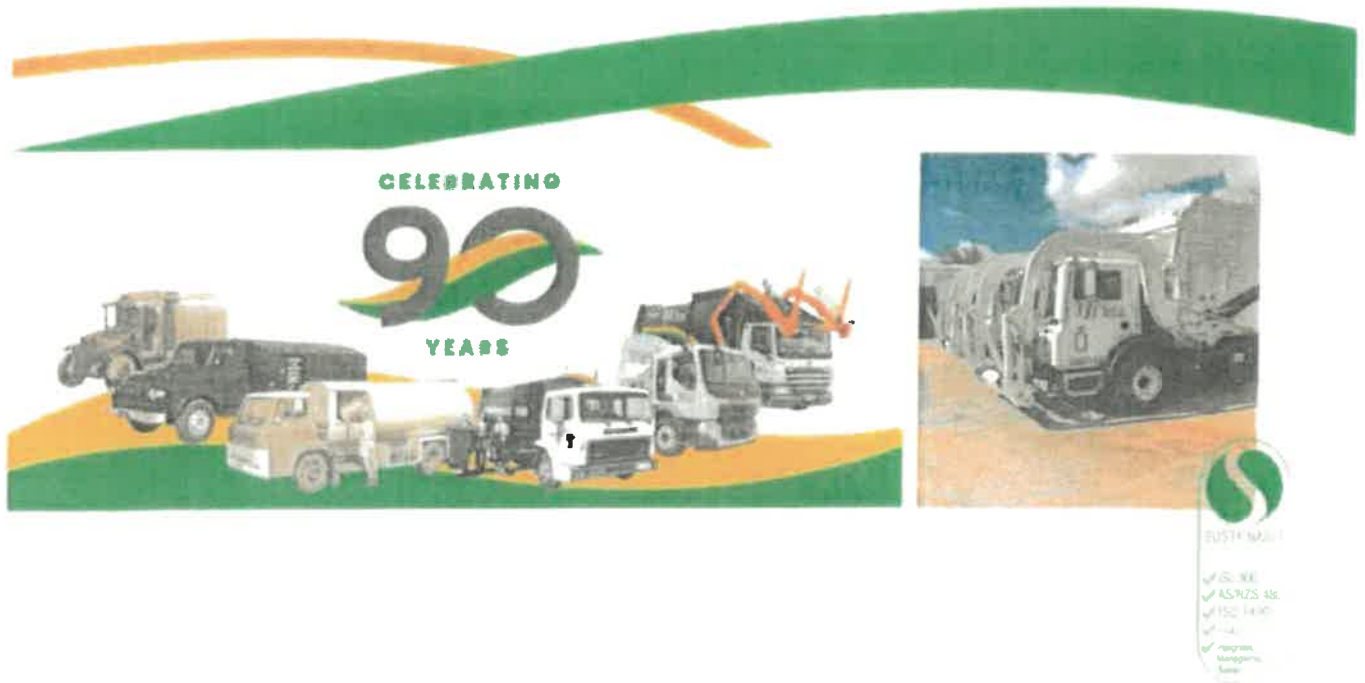


Photography - Angie Bernoir

Company Programs Summary

USA Insurance Data Request

Issue Date: January 2024



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1. Corporate Systems Overview (IMS)

JJ's Waste and Recycling operates an Integrated Management System (IMS) throughout its operations, integrating quality, health and safety, risk management, emergency response and environmental management aspects into a system that can be practically and consistently applied to meet operational and legislative requirements.

The system is intranet based and has been developed in compliance with Quality (ISO9001), Safety (AS/NZS4801) and Environmental (ISO14001) standards. Please see Certificates in **Attachment 1**.

All sites operate under the IMS and are provided with a Site Based Management Plan (SBMP) for the day-to-day management of their operations which benefits both our customers and JJ's Waste and Recycling by improving functionality and effectiveness. Each site is audited against the Standards in line with certification requirements. New sites are required to implement the system and when in place, audited and added to the Certificates.

Please see IMS Contents Page provided in **Attachment 2**.

2. Workplace Health and Safety / Risk Management

JJ's Waste and Recycling' IMS ensures compliance with Federal, State and Local Legislation, American Standards, and Industry Codes of Practice. The company employs a specialist Corporate Team (Legal, Quality, Safety, Environment, Fleet and Finance) to oversee compliance at all levels.

2.01 Staff Responsibility for Safety

JJ's Waste and Recycling believes it is the responsibility of every employee to be aware of the safety of the community they are servicing, their fellow workers and themselves at all times. All employees are made aware of the hazards in the workplace and associated risk control measures through generic and site-specific inductions at the time of employment. The Company's Integrated Management System promotes ongoing employee participation in the hazard identification, reporting, risk assessment and risk management processes.

All employees of JJ's Waste and Recycling have access to the IMS/SBMP. The SBMP allows employees to access management system manuals and work procedures to enable them to perform their daily duties safely and efficiently.

Copies of relevant Emergency Procedures, Work Procedures, Standard Work Instructions, Risk Assessments and JSA's are available in the cabin of each waste collection vehicle as a quick reference tool for the driver to refer to if required.

2.02 Safe Operating Procedures / Specific Safety Instructions

Work procedures are documented as part of JJ's Waste and Recycling's IMS and are regularly reviewed to ensure they remain up to date.

Employees are required to undergo an induction process specific to their role. This induction includes training in JJ's Waste and Recycling Work Procedures, Standard Work Instructions and Forms which outline the safety, quality, and environmental requirements of specific tasks.

- A 'Work Procedure' is an overall description of what is required to perform a job from start to finish.
- A 'Standard Work Instruction' identifies specific actions within a work procedure that pose safety or environmental risks. It details the task, action to be taken and alerts the operator to potential hazards.
- 'Forms' are generated from Work Procedures. Forms may need to be filled out to highlight that a task is complete or that there needs to be further action.

The following Work Procedures, Standard Work Instructions and Forms will be utilized in provision of services:

- 📁 WP-GEN-109 OHL Services
 - 📄 WP-GEN-109 OHL Services.docx
 - 📄 SWI-GEN-109-01 OHL Operation.docx
- 📁 WP-GEN-110 Rear Loader Services
 - 📄 WP-GEN-110 Rear Loader Services.docx
 - 📄 SWI-GEN-110-01 Rear Loader Vehicle Operation.docx

Please see copies of the documents outlined above in **Attachment 3**.

2.03 Safety Notices and Work Rules

Safety Notices and Work Rules play a pivotal role in maintaining health and safety within the workplace. Staff are briefed on these during induction and ongoing training. Safety Notices are placed throughout the workplace, so that they can be referenced at any time. Work Rules are specific to work areas and /or employee roles and provide an overview of requirements including safety considerations.

2.04 Identifying, Assessing and Controlling Risks

Risk Assessments and Job Safety Analysis are undertaken for all sites and operations to ensure staff have considered and are aware of the hazards within the workplace, the risks they present and the control measures in place to manage these and minimize injury. All staff undertake compulsory General Risk Management Training, with staff required to develop the assessments provided with additional training.

The JJ's Risk Management Process is outlined in *SBMP-06.01 Risk Management*. Please see copies of this documentation provided in **Attachment 4**.

2.04.1 Site Risk Assessments

Each site is required to undertake two site specific risk assessments:

- RA-GEN-001 Site Depot Risk Assessment
- RA-GEN-002 Site Emergency Identification and Analysis

2.04.2 Customer Site Risk Assessments

All Sales Reps are required to complete a risk assessment of any new customer sites, prior to signing a service agreement.

- SRA-004US Customer Site Risk Assessment

Copies of these generic documents, which are then used as the basis for development of site-specific documents are provided in **Attachment 5**.

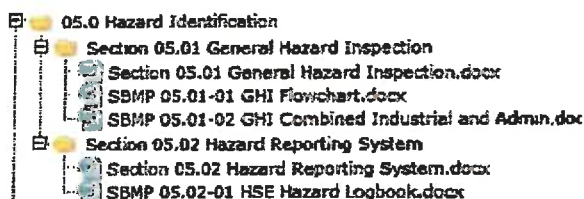
2.04.3 Vehicle, Plant & Equipment Risk Assessments/JSA's

Risk Assessments and JSA's are also undertaken by each site for all plant, equipment, and operations/collections they will be undertaking.

Provided in **Attachment 6** are examples of generic documents developed for JJ's Front Lift and Rear Loader operations.

2.04.4 Maintaining, Inspecting and Assessing Hazards

Hazard identification and reporting is covered by the following section of the SBMP:



Hazards are identified through planned, formal inspection processes or through staff reporting. All staff are encouraged to raise any safety hazards via any of these options:

- *HSE Hazard Logbook* available at each depot (paper based).
- *Run Review Reports* for drivers who are working out on the road (paper based); or
- *Donesafe* - hazard reporting feature (electronic).

Donesafe Hazard Module

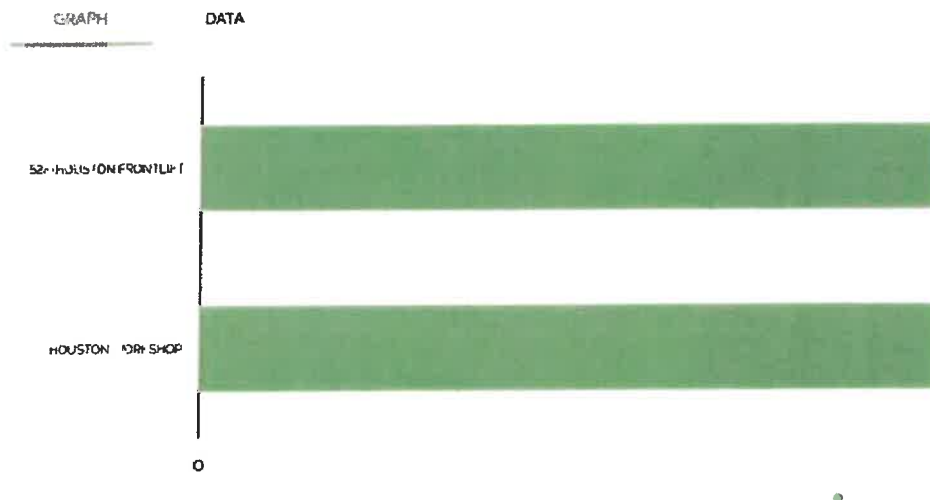
Hazards

All Accessible Hazards Created Anytime

Q + ADD

Uniq ID	Hazard Title	Type	Location	Date reported	Reviewed	Stage
HAZ13640	Shredded Pallets/boxes	Safety Hazard	SAFETY HOUSTON WORKSHOP	11/11/2023	DO NOT BROWSE	Hazard Actioned (Closed)
HAZ17696	Labels mount in A093 causes Denon 5000 compressor relocation and repair	Safety Hazard	SB PRODUCTION FRONTIER	06/01/2024	150% DO NOT	Hazard Actioned (Closed)
HAZ13640	Drive away entrance to rib-out damage	Safety Hazard	SAFETY HOUSTON WORKSHOP	11/11/2023	DO NOT BROWSE	Hazard Actioned (Closed)

Total Open Hazards



Created At	Updated At	Unique ID	Workflow
16/11/2023 06:30	07/12/2023 07:41	HAZ13640	Hazard Actioned (Closed)
12/01/2024 01:53	20/01/2024 08:44	HAZ17696	Hazard Actioned (Closed)

Showing 1 to 2 of 2 results

General Hazard Inspections (SBMP-05.01-02) are conducted 6 monthly for workshop, operational and general areas, and every 12 months for administration. Inspection dates are assigned in Donesafe. Hazards that have been reported are assessed and remedial action assigned with deadlines set to ensure accountability.

Continual Improvement of Risk Management Process

JJ's Waste and Recycling are continually reviewing our IMS to ensure that it grows and changes as the Company does. As part of this process, we use audit data, safety/incident statistics, and management and employee feedback, to identify key areas of focus for the year ahead.

One of JJ's Waste and Recycling' safety initiatives is to review our current Risk Management processes, with the aim of raising risk management awareness across the organization.

JJ's staff are aware of the concepts of risk management, have risk management integrated into their existing processes, procedures, and training, and naturally implement risk management strategies as part of their day-to-day roles. However, we believe there are significant benefits in reinforcing the importance of risk management and demonstrating the Company's commitment to safety of our staff, our operations and those with whom we interact.

This review is in progress and includes:

- Review of risk management forms, procedures, and guidelines
- Development of training resources
- Training of staff in risk management concepts:
- Online general risk management training through the Company's Learning Management System (LMS) for all employees
- Face to face risk management training will be held within each region for all staff who will be conducting risk assessments. This will ensure that they are aware of the key concepts and processes to be followed, and to provide guidance and knowledge which can then be put into action at a site level (this training will also be available in the Company's LMS as a reference tool).

As the IMS staff work their way around the country delivering the risk management training, they will also take the opportunity to work with the sites to identify:

- What risk assessments have been developed already.
- Which ones require review; and
- Where gaps exist.

The training sessions will provide an opportunity to start site risk assessment reviews and develop practical processes for their ongoing review and development.

2.05 Storage and Handling of Hazardous Substances

Procedures for the storage, handling and use of hazardous chemicals in the workplace are contained in *SBMP-10.01 Chemical Management*.

Ei 10.0 Safety

10.01 Chemical Management

10.01 Hazardous Chemicals.docx

All JJ's Waste and Recycling sites are required to maintain an up-to-date Hazardous Chemical Register that includes:

- A list of the hazardous chemicals used and stored at the workplace; and
- Current Safety Data Sheets (SDS).

2.06 Personal Protective Equipment

JJ's Waste and Recycling supplies appropriate Personal Protective Equipment (PPE) to all employees in accordance with their job description and contract requirements. PPE information is provided in *SBMP-10.06 PPE Assessment*.

2.07 First Aid

All depots have trained First Aid Officers on staff and all accidents are reported and investigated. All depots and vehicles contain First Aid Kits. First Aid is incorporated into *SBMP-14.01 Emergency Planning*.

2.08 Workplace Alert

Another ongoing control measure introduced by JJ's Waste and Recycling's IMS Division is the "Workplace Alert" system, which identifies issues that require immediate attention across all areas (managers and staff) of the business and outlines how best to address these issues.

2.09 Audits and Corrective Actions

The IMS Team, Depot Managers and Branch Managers annually conduct internal audits of JJ's Waste and Recycling' operations/depots.

Internal audits undertaken include:

- IMS Audit
- Administration Audit
- Finance Audit
- Fleet Audit

Any non-conformances are raised as corrective actions or opportunities for improvement under the Company's accredited Quality System (IMS), to ensure they are addressed in a timely manner.

Corrective Actions cover all aspects of JJ's Waste and Recycling's management and operations. Each Corrective Action has a section for Preventive Action used to ensure that the problem identified does not recur. Suggestions for Improvement (SFI) are used to promote a positive approach to the system and business improvement and are managed at both a depot and corporate level.

2.10 Consultation and Employee Involvement

Consultation between all levels of the Company is paramount to a successful system.

2.10.1 Director Level

Quarterly Board Meetings ensure that the Directors remain informed of what is going on throughout the Company. Areas covered include Environment, Safety, Quality / Audits, HR/IR, Finance/Tendering and Administration.

2.10.2 Regional / Site Management Level

Management Review Meetings (MRM's) are held quarterly at a Regional or Site level.

F1 Management Review

- F1 Management Review.docx
- F1-1 Management Review Agenda.docx
- F1-2 Management Review Minutes.docx

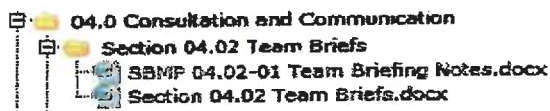
The Management Team from each area discuss key aspects of their operations, including:

- Accident / Incident Reports and Investigations
- OH&S & Risk Management
- Audit Results
- Corrective Actions and Suggestions for Improvement
- Procedure Reviews
- Training
- Accountability and Responsibilities Matrix
- Customer Compliments / Complaints
- Human Resources/Grievances/Staff Turnover
- Performance and Productivity
- Supplier/Subcontractor Reviews.

2.10.3 Team Briefs

The SBMP requires team briefs to be conducted on a regular basis with all staff (quarterly as a minimum) to discuss safety, environmental and quality issues, including the review of procedures. The issues and outcomes of these meetings are recorded.

Team brief procedures are detailed in the following section of the SBMP:



JJ's Waste and Recycling places significant emphasis on promoting continuous innovation to improve service quality and protect the safety of staff, customers, and the environment. The company believes that the people who know the most about specific tasks/jobs are the employees that are undertaking them on a daily basis. It is for this reason that JJ's Waste and Recycling conducts team briefs to allow for two-way communications between staff and management.

Standard agenda items, with relevant discussion topics, are shown below:

- Operational Issues
 - o Plant / equipment design and operation
 - o Bin placement
 - o Collection methods
- Quality / IMS
 - o Documentation modifications (run sheets, corrective action requests etc.)
 - o Work procedures
- Health and Safety
 - o Accidents and incidents
 - o Fatigue management
 - o Hazard logbook
 - o Workplace alerts
 - o Correctives action requests
- Environment
 - o Spill kit usage
 - o Spill management
- Customer Service
 - o Complaints/Compliments
 - o Timeliness

2.11 Reporting

In line with legislative requirements, JJ's Waste and Recycling has a comprehensive procedure for reporting and investigating health and safety incidents. This is outlined in *SBMP-13.00 Incident Management*

2.11.1 Incident Reporting System (Donesafe)

JJ's Waste and Recycling employs the Donesafe web-based platform for health and safety incident management. The software offers an efficient solution for reporting and managing incidents, streamlining the documentation and analysis process to ensure prompt response and compliance. Donesafe contributes to workplace safety by facilitating thorough tracking of incidents and implementing preventive measures. This system streamlines incident management processes across the organization, including:

- Central location for hazard and incident reporting, management, and investigation.
- Tracking of hazards, incidents and outstanding actions via a dashboard and system alerts.
- Functionality to upload photos and documents.
- Ability to assign actions to users electronically, along with due dates, so that nothing is missed.
- Improved reporting systems for incident statistics and analysis.
- Electronic approvals.

All sites have access to Donesafe and Supervisors/Site Managers are responsible for entering details into the IRS within 24 hours of an incident.

2.12 Incident Reporting and Investigation

When the Supervisor/Manager completes an Incident Report, an email notification is sent to a group of recipients who should be notified about the incident (e.g. Area / General Manager).

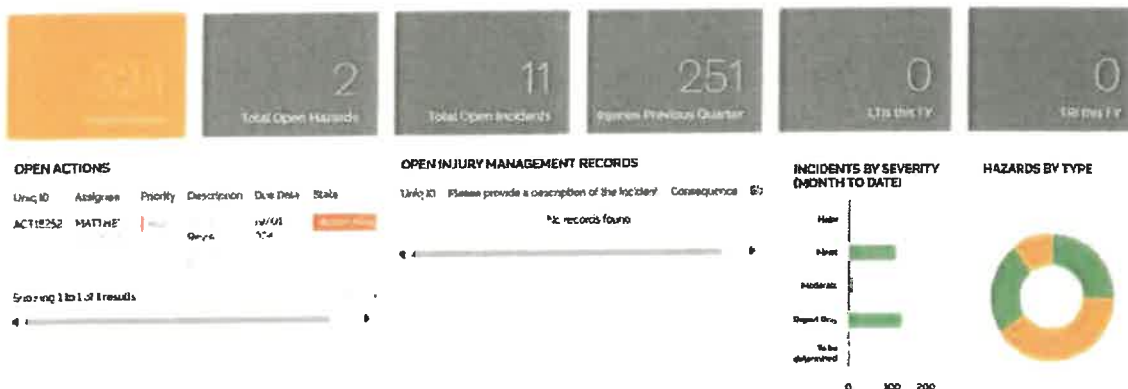
Upon such notification, the incident owner (person responsible for the incident investigation) can then access Donesafe to fill in the Incident Investigation Report, which is completed for all incidents regardless of their severity.

For Minor and Moderate Incidents, a 5 Whys Investigation is required. The 5 Why's technique involves asking "why" multiple times to identify the root cause of an issue. This systematic approach helps teams address the core problem rather than just its symptoms, enabling effective solutions and preventive measures. Actions identified from the investigation can be assigned to a user responsible for their completion.

For Major and Catastrophic Incidents, an ICAM Investigation is required. It involves a thorough examination of events to identify root causes and contributing factors. ICAM investigations focus not only on immediate causes but also on underlying systemic issues. This investigation is completed by the Corporate HSE Team.

The system has the capability to distribute alerts to remind users about any actions which have become overdue or come due during the week. Timeframes are predefined, and escalations and reminders are automatic to ensure accountability and completion.

Donesafe has a multi-tier approval process to ensure each incident investigation report is reviewed and approved by the Manager in charge of the workplace and the General Manager, regardless of the incident severity.



2.12 Performance

Recording and analysis of Occupational Health and Safety performance is undertaken Company wide. Each incident is thoroughly investigated to identify the root causes of the incident and allow for the implementation of suitable corrective and preventative actions to minimize the likelihood of the incident happening again.

2.12.1 Proactive Indicators

- **Internal Audits:** Each depot receives an IMS internal audit annually, incorporating safety, quality, environmental and operational aspects of the Company's operations. A checklist is used, a report is generated, and Corrective Actions / Suggestions for Improvement are raised where necessary. The results are reviewed by the board at quarterly board meetings.
- **Hazard Identification:** All staff are encouraged to raise any concerns or hazards via the Hazard Logbook available at each depot, via Run Review Reports for Drivers who are out on the road, or through using Donesafe. These are reviewed by Managers/Supervisors and appropriate actions are taken to address and close out the concern to the satisfaction of all parties.

All JJ's Waste and Recycling depots undergo various checks via General Hazard Inspections, weekly and monthly maintenance inspections of workshops and monthly management tasks (e.g. hazardous substance inspections), to ensure our sites remain safe.

2.12.2 Reactive Indicators

- Incident Management: Health and safety incidents are reported using safety men, facilitating automatic notifications to Managers/Supervisors. Incidents are reviewed each quarter at Management Review Meetings and Board Meetings. This incident management system requires all corrective and preventative measures to be actioned and recorded, thereby providing transparency, consistency, and accountability.

2.12.3 Analysis

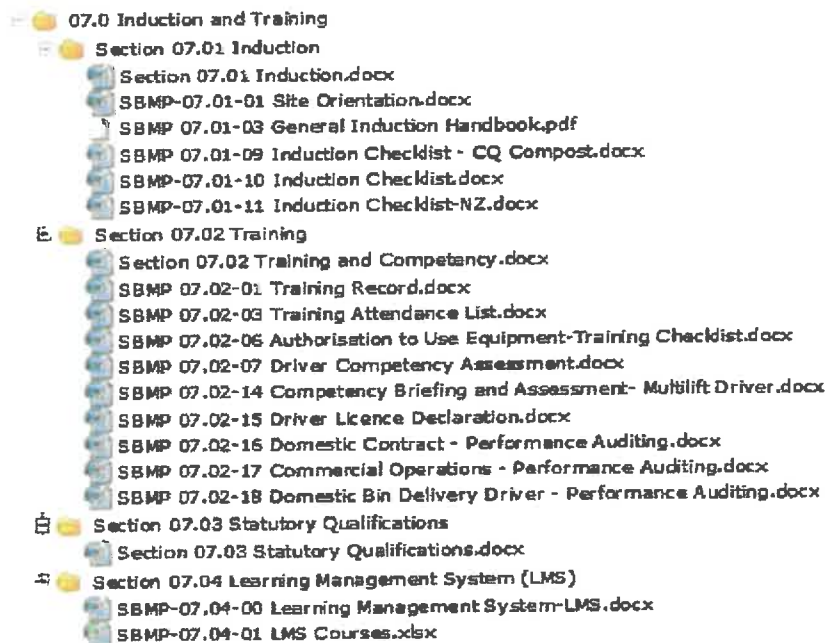
Recording and analysis of WHS performance is undertaken Companywide, encompassing information on all the indicators listed above. Statistics are reviewed quarterly at a Regional / Site Level as part of Management Review Meetings, and at a Board Level as part of Board Meetings.

Employees are also kept informed about safety performance via Team Briefs and Workplace Alerts. The discussion of safety and hazard management at all levels of the organization ensures that any areas of concern are identified, and actioned and improvement opportunities implemented.

3. Induction and Training

3.01 Documentation

Induction and Training are documented within *SBMP-07.00 Induction and Training*.



A comprehensive induction and training program is completed by all new employees with re-induction undertaken at intervals determined by JJ's in line with internal and external requirements.

3.02 Learning Management System (LMS)

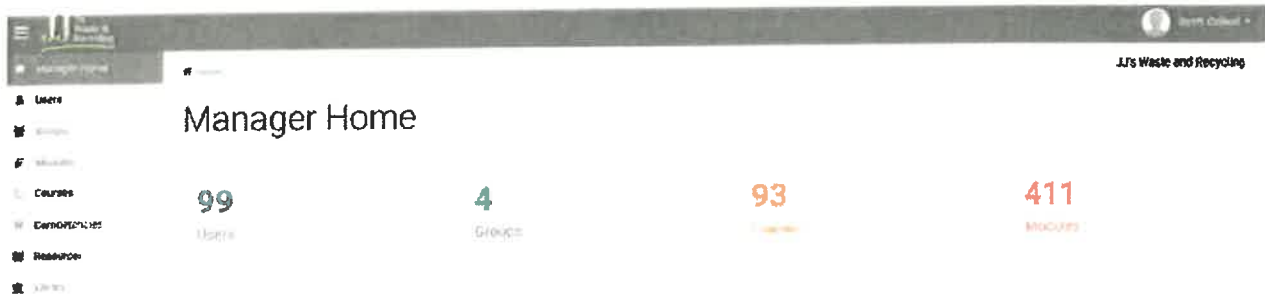
The JJ's Waste and Recycling online Learning Management System (LMS) is used to streamline training across the organization. This allows the Company to provide instructional videos, presentations, and assessments in areas such as induction, driver operations, equipment operations, health, safety, OSHA, and environmental training.

Once competencies have been completed within the LMS, the training records are automatically registered or uploaded to the staff members' training files, allowing for all training records to be stored electronically. Renewal dates are set so that automatic reminders can be emailed when renewals are nearing due. Training competencies are continually added as our operations require.

Where internal training does not address a need or there is a requirement for accredited training, JJ's Waste

and Recycling work with Registered Training Organizations (RTO's) to ensure these needs are met. Competencies obtained in third party training packages are also recorded in the LMS.

LMS Dashboard



We have over 600 training competencies available to JJ's Waste and Recycling' staff within the LMS, so all personnel can be comprehensively trained in their area of operation. A course's function assists Managers/Supervisors to ensure that all required training is assigned. The Courses are structured according to the role (e.g. Commercial Driver) and the State where the role is performed. Some Competencies in a Course are Mandatory and must be completed. The remaining Competencies are categorized as Not Mandatory, allowing the Manager/Supervisor to use their discretion based on the duties the employee is performing.

A full list of key training overview documents has been provided in **Attachment 7**.

3.03 Statutory Qualifications

Prior to commencement of work in a particular position, personnel are required to provide evidence of licenses and certificates to operate plant and equipment. These are checked six monthly to ensure they are still current. This process is detailed in *SBMP-07.03 Statutory Qualifications*.

- Operators will hold a CDL A or CDL B where required.
- All renewable licenses and training competencies are tracked online using the LMS.
- Sighting of statutory licenses are completed annually, including checks of renewal and expiry dates.
- Copies of all licenses required are kept on the relevant employee's training records in the LMS.

3.04 OSHA Compliance

JJ's Waste and Recycling recognizes the significance of upholding an OSHA-compliant workplace and prioritizes comprehensive training for employees in all facets of workplace safety. Our Learning Management System (LMS) encompasses a library of OSHA modules, contributing to enhanced education for our workforce on safe work practices. This commitment to training ensures a safer and compliant work environment for our people.

Sample of OSHA Modules from the LMS

USA Asbestos Awareness	OSHA 1910.1001
USA Basic First Aid	OSHA 1910.151
USA Bloodborne Pathogens	OSHA 1910.1030
USA Confined Spaces	OSHA 1910.146
USA Emergency Action Plans	OSHA 1910.38
USA Forklift Training	OSHA 1910.178
USA Hazard Communication	OSHA 1910.1200
USA Hearing Conservation	OSHA 1910.95
USA HIPAA Compliance	OSHA 1910.1020
USA Lock Out/Tag Out	OSHA 1910.147
USA Personal Protective Equipment (PPE)	OSHA 1910.132
USA Powered Elevated Work Platforms	OSHA 1910.66
USA Process Safety Management (PSM)	OSHA 1910.119
USA Respiratory Protection	OSHA 1910.134
USA Safety Data Sheets (SDS)	OSHA 1910.1200

4. Vehicle Safety & Maintenance

4.01 Vehicle Maintenance

Plant and equipment maintenance is documented in JJ's Waste and Recycling's Integrated Management System – Site Based Management Plan:

- Section 09.02 Plant Maintenance and Repair
 - Section 09.02 Plant Maintenance and Repair.docx
 - SBMP 09.02-01 (a) Weekly Maintenance Checklist.docx
 - SBMP 09.02-01 (b) Monthly Maintenance Checklist.docx
 - SBMP 09.02-02 Daily Pre-trip and End of Day Driver Inspections.docx
 - SBMP 09.02-03 Vehicle and Plant Spot Checklist.docx
 - SBMP 09.02-04 Mobile Plant and Combustion Equipment Pre-Start Checks.docx
 - SBMP 09.02-05 Weekly Brake Adjustment.docx
 - SBMP 09.02-06 Monthly Workshop Report.docx
 - SBMP 09.02-07 Scrapped Industrial Bins Report.docx
 - SBMP 09.02-10 Vehicle Spot Check Reminder Register.xlsx
 - SBMP 09.02-08 CNQ Pre-Start and End Of Day Signoff.docx

4.02 Servicing Work Procedures, SWI's & Forms

- WP-GEN-201 Servicing
 - WP-GEN-201 Servicing.docx
 - FRM-GEN-201-01 Standard Service Worksheet.docx
 - FRM-GEN-201-01 Standard Service Worksheet.pdf
 - FRM-GEN-201-02 Heavy Trailer service worksheet.docx
 - FRM-GEN-201-02 Heavy Trailer Service Worksheet.pdf
 - FRM-GEN-201-03 Scania and Volvo Major Service Worksheet.docx
 - FRM-GEN-201-04 Nth American Major Worksheet.docx
 - FRM-GEN-201-05 Japanese Major Service Worksheet.docx
 - FRM-GEN-201-06 Equipment Service Event Log Sheet.docx
 - FRM-GEN-201-06 North American Iveco-Acco First Service.docx
 - FRM-GEN-201-09 Brake Maintenance Worksheet.docx
 - FRM-GEN-201-10 Primaax and Airtak Suspension Torque Check Sheet.docx
 - FRM-GEN-201-11 Fleet Service Schedule - Blank.docxsm
 - FRM-GEN-201-12 Iveco Stralis and Powerstar Major Service Worksheet.docx
 - FRM-GEN-201-13 Standard Service Worksheet Kaiser super vac and King Vac units.docx
 - FRM-GEN-201-14 Industrial Services Equipment Report.docx
 - FRM-GEN-201-15 Industrial Services Monthly Site Inspection.docx
 - FRM-GEN-201-16 Infield Inspection Worksheet.docx
 - FRM-GEN-201-17 Standard Service Worksheet Underground Vac Tankers.docx
 - SWI-GEN-201-01 Heavy Vehicle Services.docx
 - SWI-GEN-201-03 Earthmovers IC Services.docx
 - SWI-GEN-201-04 Table of Tolerances.docx
 - SWI-GEN-201-02 Light Commercials and Passenger Vehicles.docx

For an overview of this process, please review documents provided in Attachment 8.

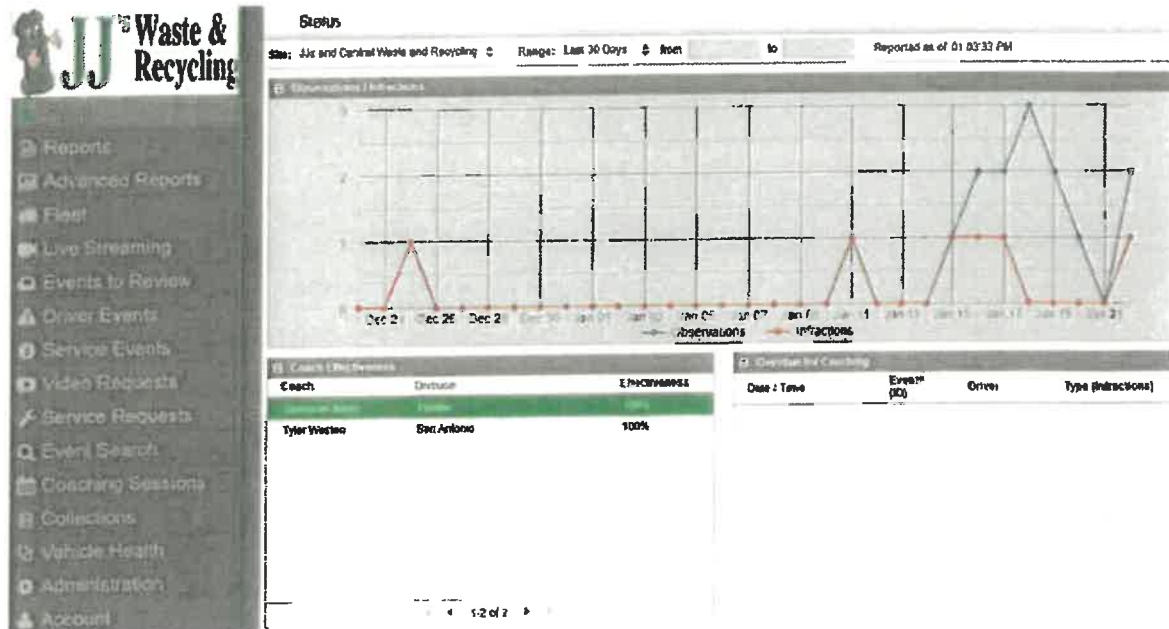
4.03 Fleet Audits

As part of the JJ's Waste and Recycling' Fleet Management procedures regular audits of all vehicles are conducted. This process includes checks of all servicing and maintenance records as well as physical inspections of the vehicles. Please see a sample Audit provided in Attachment 9.

4.04 3rd Eye Telemetry System

The 3rd Eye camera system is an innovative safety technology which is installed in each commercial vehicle in the JJ's Fleet. The number of cameras integrated into the 3rd Eye system varies depending on the type of vehicle utilized, ensuring a customized approach to fit within each specific vehicle type, ranging from 4 to 8 cameras. The system integrates artificial intelligence, to automatically detect and indicate a vast array of metrics including but not limited to unsafe driver behaviors, road law violations, and potential collisions. Managers can then review these behaviors with drivers in a coaching session. The system also has live streaming capabilities, which gives managers the ability to coach drivers in real time from a remote setting. This advanced system plays a crucial role in enforcing safe driving practices through its intelligent monitoring capabilities.

Alongside driver safety, the 3rd eye system is utilized to assist in incident investigation, particularly in the context of insurance claims. These devices provide clear and objective evidence in the event of accidents or incidents, aiding in the swift resolution of insurance claims. The benefits include reduced claims disputes, quicker claims processing, and potential cost savings for fleet operators. These cameras contribute to increased transparency, accountability, and improved risk management, making them valuable tools for enhancing the efficiency of insurance claim procedures at JJ's.



5. Driver Discipline Program

Driver disciplinary procedures are outlined in SBMP-11.03 – please refer to procedures provided in Attachment 10. These procedures are followed at a site level with support provided by the JJ'S Legal division as required.

Attachment 1 – Accreditation Certificates





Sustainable CertificationTM

CERTIFICATE OF REGISTRATION

J.J Richards and Sons Pty Ltd

3 Grant Street
Cleveland
4163
QLD
Australia

has been assessed and certified as meeting the requirements of:

ISO 9001:2015

Quality Management Systems.

For the following activities:

Specializing in Waste Management Solutions for private and public sector customers encompassing Waste Management (Transport & Associated Services), Resource Recovery and Treatment, Education and Environmental Consultancy, Fleet Repair and Maintenance including business support functions such as Administration, Finance, IT, Sales and Marketing and Systems Management.

Certificate Number: 2017-4646

Certified Date: 15-8-2017

Expiry Date: 13-8-2020

Issue Date: 15-8-2017

This Certificate is valid subject to successful completion of surveillance audits.

Please visit www.sustainablecertification.com.au/verify to verify the validity of this certificate

This is a Multi-Site Certification



LIC.2017-4646

JAS-ANZ



www.jas-anz.org/register



Authorized By

Swami Nathan
Director
Sustainable Certification Pty Ltd
Level 5, 326 William Street
Melbourne 3000
Australia



Sustainable Certification

CERTIFICATE OF REGISTRATION

J.J Richards and Sons Pty Ltd

3 Grant Street
Cleveland
4163
QLD
Australia

has been assessed and certified as meeting the requirements of:

ISO 14001:2015

Environmental Management Systems.

For the following activities:

Specializing in Waste Management Solutions for private and public sector customers encompassing Waste Management (Transport & Associated Services), Resource Recovery and Treatment, Education and Environmental Consultancy, Fleet Repair and Maintenance including business support functions such as Administration, Finance, IT, Sales and Marketing and Systems Management.

Certificate Number: 2017-4645

Certified Date: 15-8-2017

Expiry Date: 13-8-2020

Issue Date: 15-8-2017

This Certificate is valid subject to successful completion of surveillance audits.

Please visit www.sustainablecertification.com.au/verify to verify the validity of this certificate

This is a Multi-Site Certification



LIC.2017-4645

JAS-ANZ



Authorized By

Swami Nathan
Director
Sustainable Certification Pty Ltd
Level 5, 326 William Street
Melbourne 3000
Australia



Sustainable Certification™

CERTIFICATE OF REGISTRATION

J.J Richards and Sons Pty Ltd

3 Grant Street
Cleveland
4163
QLD
Australia

has been assessed and certified as meeting the requirements of:

AS/NZS 4801:2001

**Occupational health and safety management systems
- Specification with guidance for use.**

For the following activities:

Specializing in Waste Management Solutions for private and public sector customers encompassing Waste Management (Transport & Associated Services), Resource Recovery and Treatment, Education and Environmental Consultancy, Fleet Repair and Maintenance including business support functions such as Administration, Finance, IT, Sales and Marketing and Systems Management.

Certificate Number: 2017-1708

Certified Date: 15-8-2017

Expiry Date: 13-8-2020

Issue Date: 16-8-2017

This Certificate is valid subject to successful completion of surveillance audits.

Please visit www.sustainablecertification.com.au/verify to verify the validity of this certificate

This is a Multi-Site Certification



LIC.2017-1708



www.ias-anz.org/register

Authorized By

Swami Nathan
Director
Sustainable Certification Pty Ltd
Level 5, 326 William Street
Melbourne 3000
Australia

VERIFICATION OF BOND IN FORCE
Form SB-3

Type of Bond: Guarantee Payment Bond

Name of Principal: JJ'S WASTE & RECYCLING LLC

Obligee: POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Carrier: ATLANTIC SPECIALTY INSURANCE COMPANY

Bond Number: 800046479

Effective Date: June 12, 2024

Limit: \$ 25,000.00

Premium: \$ 563.00

This Bond is continuous with no definite expiration date. Sufficient Premium has been paid to satisfy the requirements of the Carrier for this bond to June 12, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY



By: Megan K. Douaire
Megan K. Douaire Attorney in Fact

Date: 08/15/2024



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Elizabeth K Sterling, Benjamin A Stahl, Megan K. Douaire**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:


Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

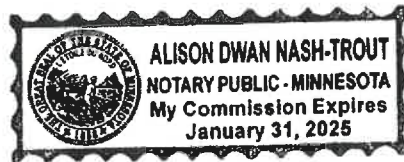
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of August, 2024.

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary



Polk County
Board of County Commissioners

Agenda Item R.36.

10/1/2024

SUBJECT

SET PUBLIC HEARING to consider the adoption of an ordinance setting the yearly salary of Commissioners in accordance with Section 2.5 of the Polk County Charter. Suggested Hearing Date: November 5, 2024, at 9:00 a.m. or soon thereafter.

DESCRIPTION

Request that the Board set a public hearing to consider the adoption of an ordinance setting the yearly salary of Commissioners in accordance with Section 2.5 of the Polk County Charter. The Charter provides that Commissioners may by unanimous vote of the members of the entire Board of County Commissioners amend their annual salary. "Any increase shall not exceed the average percentage increase in the salaries of county employees for the fiscal year just concluded, or the percentage change in the U.S. consumer price index for the previous year, whichever is less."

RECOMMENDATION

Set public hearing for November 5, 2024, at 9:00 a.m. or soon thereafter.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Randy Mink
County Attorney
863-534-7679



Polk County
Board of County Commissioners

Agenda Item R.37.

10/1/2024

SUBJECT

SET PUBLIC HEARING to consider adoption of an Amended Assessment Resolution and Non-Ad Valorem Assessment Roll pursuant to Ord. 2022-029, as amended, the Polk County Local Provider Participation Fund Ordinance. (Suggested hearing date is October 15, 2024 at 9:00 a.m.)

DESCRIPTION

On September 3, 2024, the Board adopted Resolution 2024-157 to set the 2024 assessment rate for collection of the Polk County Local Provider Participation Fund (LPPF) annual special assessment from the six area hospitals subject to the special assessment.

Subsequent to the adoption of Resolution 2024-157, the State of Florida Agency for Health Care Administration (AHCA) approved Lakeland Regional Medical Center (LRMC) as a statutory teaching hospital, based on the hospital's seven accredited residency programs and 100 residents engaged in such programs. This designation by AHCA moves LRMC from Tier 1 to Tier 3 in the Low Income Pool (LIP) funding model, enabling the hospital to net an additional \$10M in LIP funds through the LPPF program.

In order to receive the additional funding, the assessment rate set forth in Section 5 of Resolution 2024-157 must be revised, and the amended rate adopted, to impose and collect the LPPF special assessment from all six hospitals in the aggregate amount required to generate sufficient revenue to fund the non-federal share of payments under the LPPF program. The adoption of such amended rate resolution must occur at a regular, adjourned or special meeting of the Board on a certain day and hour, where the Board will hear any objections of all interested persons.

RECOMMENDATION

Set a public hearing on October 15, 2024, at 9:00 a.m. for purposes of considering adoption of an Amended Assessment Resolution and Non-Ad Valorem Assessment Roll.

FISCAL IMPACT

No fiscal impact will be realized by setting the hearing.

CONTACT INFORMATION

Joy Johnson, Administrator, Health & Human Services 534-5204

Sandra Howard, Deputy County Attorney, 863-534-6437



Polk County
Board of County Commissioners

Agenda Item R.38.

10/1/2024

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 M. Mink
County Attorney
863-534-7679



Office of JOE G. TEDDER, CFC
Tax Collector for Imperial Polk County & The State of Florida

August 23, 2024

The Honorable Bill Braswell
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 Braswell:

It appears that the Value Adjustment Board hearings and decisions of the Special Master for the 2024 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, 2024, causing all taxing 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 your October 2, 2024, 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 Marsha Faux, Property Appraiser



Polk County
Board of County Commissioners

Agenda Item R.39.

10/1/2024

SUBJECT

Release of Lien related to an Affordable Housing Impact Fee Waiver for Jose Canales (No fiscal impact).

DESCRIPTION

A Claim of Lien for an Affordable Housing Impact Fee Waiver was recorded, and subsequently corrected and re-recorded, in 2009 imposing a lien in the amount of \$11,821 against property owned by Jose Canales in Polk County. The lien has expired according to its terms effective May 18, 2016, which was seven (7) years following the lien commencement date. The owner has requested a Release of Lien be recorded acknowledging such expiration.

RECOMMENDATION

Authorize the Chairman to execute the Release of Lien and authorize staff to record the Release of Lien in the Public Records of Polk County, Florida.

FISCAL IMPACT

The cost of recording the Release of Lien will be paid by the property owner.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6746

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

RELEASE OF LIEN

WHEREAS, POLK COUNTY, a political subdivision of Florida, executed and recorded, in Official Records Book 7935, Pages 966 – 968, and subsequently corrected, executed and re-recorded in Official Records Book 7975, Pages 2172 - 2174, all in the Public Records of Polk County, Florida, its Claim of Lien-Affordable Housing Impact Fee Waiver imposing and perfecting a lien against property identified as:

Lot 90, The Enclave at Imperial Lakes, as per plat thereof, recorded in Plat Book 134, Page 32, of the Public Records of Polk County, Florida

together with all improvements thereon (the "Property"); and

WHEREAS, the lien, in the total amount of \$11,821.00 for mitigated impact fees became a lien against the property owned by Jose Canales, and

WHEREAS, the lien requires payment in full in the amount of \$11,821.00 in the event the property is sold or transferred within seven (7) years of the Lien Commencement Date of May 18, 2009, to any person(s) who do not satisfy the criteria for the Affordable Housing Impact Fee Waiver in accordance with Polk County Ordinance No. 2007-018, as amended; and

WHEREAS, the lien has, pursuant to the terms of the Claim of Lien, expired and is terminated.

NOW, THEREFORE, POLK COUNTY hereby releases the above-described property from the lien originally recorded at Official Records Book 7935, Pages 966 – 968, and subsequently corrected and re-recorded at Official Records Book 7975, Pages 2172 – 2174, all in the Public Records of Polk County.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

POLK COUNTY, a political subdivision
of Florida

By: _____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

(Seal)

Date: _____



Polk County
Board of County Commissioners

Agenda Item R.40.

10/1/2024

SUBJECT

Release of Lien related to an Affordable Housing Impact Fee Waiver for Delores Canty (No fiscal impact).

DESCRIPTION

A Claim of Lien for an Affordable Housing Impact Fee Waiver was recorded in 2011 imposing a lien in the amount of \$4,160 against property owned by Delores Canty in Polk County. The lien has expired according to its terms effective February 11, 2018, which was seven (7) years following the lien commencement date. The owner has requested a Release of Lien be recorded acknowledging such expiration.

RECOMMENDATION

Authorize the Chairman to execute the Release of Lien and authorize staff to record the Release of Lien in the Public Records of Polk County, Florida.

FISCAL IMPACT

The cost of recording the Release of Lien will be paid by the property owner.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6746

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

RELEASE OF LIEN

WHEREAS, POLK COUNTY, a political subdivision of Florida, executed and recorded, in Official Records Book 8380, Pages 1615 - 1617, of the Public Records of Polk County, Florida, its Claim of Lien-Affordable Housing Impact Fee Waiver imposing and perfecting a lien against property identified as:

Lot 33, Lake Ridge, as per PB 122, Page(s) 14 - 15, of the Public Records of Polk County, Florida

together with all improvements thereon (the "Property"); and

WHEREAS, the lien, in the total amount of \$4,160.00 for mitigated impact fees became a lien against the property owned by Delores Canty, and

WHEREAS, the lien requires payment in full in the amount of \$4,160.00 in the event the property is sold or transferred within seven (7) years of the Lien Commencement Date of February 11, 2011, to any person(s) who do not satisfy the criteria for the Affordable Housing Impact Fee Waiver in accordance with Polk County Ordinance No. 2007-018, as amended; and

WHEREAS, the lien has, pursuant to the terms of the Claim of Lien, expired and is terminated.

NOW, THEREFORE, POLK COUNTY hereby releases the above-described property from the lien recorded at Official Record Book 8380, Pages 1615 - 1617 of the Public Records of Polk County.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

**POLK COUNTY, a political subdivision
of Florida**

By: _____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

(Seal)

Date: _____



Polk County
Board of County Commissioners

Agenda Item R.41.

10/1/2024

SUBJECT

Release of Lien related to an Affordable Housing Impact Fee Waiver for David Cruz (No fiscal impact).

DESCRIPTION

A Claim of Lien for an Affordable Housing Impact Fee Waiver was recorded in 2009 imposing a lien in the amount of \$9,765.00 against property owned by David Cruz in Polk County. The lien has expired according to its terms effective August 3, 2016, which was seven (7) years following the lien commencement date. The owner has requested a Release of Lien be recorded acknowledging such expiration.

RECOMMENDATION

Authorize the Chairman to execute the Release of Lien and authorize staff to record the Release of Lien in the Public Records of Polk County, Florida.

FISCAL IMPACT

The cost of recording the Release of Lien will be paid by the property owner.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6746

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

RELEASE OF LIEN

WHEREAS, POLK COUNTY, a political subdivision of Florida, executed and recorded, in Official Records Book 7969, Pages 1906 - 1908, of the Public Records of Polk County, Florida, its Claim of Lien-Affordable Housing Impact Fee Waiver imposing and perfecting a lien against property identified as:

Lot 275, The Enclave at Imperial Lakes, as per PB 134, Page(s) 32, of the Public Records of Polk County, Florida

together with all improvements thereon (the "Property"); and

WHEREAS, the lien, in the total amount of \$9,765.00 for mitigated impact fees became a lien against the property owned by David Cruz, and

WHEREAS, the lien requires payment in full in the amount of \$9,765.00 in the event the property is sold or transferred within seven (7) years of the Lien Commencement Date of August 3, 2009, to any person(s) who do not satisfy the criteria for the Affordable Housing Impact Fee Waiver in accordance with Polk County Ordinance No. 2007-018, as amended; and

WHEREAS, the lien has, pursuant to the terms of the Claim of Lien, expired and is terminated.

NOW, THEREFORE, POLK COUNTY hereby releases the above-described property from the lien recorded at Official Record Book 7969, Pages 1906 - 1908 of the Public Records of Polk County.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

**POLK COUNTY, a political subdivision
of Florida**

By: _____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

(Seal)

Date: _____



Polk County
Board of County Commissioners

Agenda Item R.42.

10/1/2024

SUBJECT

Release of Lien related to Workforce Housing Impact Fee Waiver for Samuel and Tara Loman (No fiscal impact).

DESCRIPTION

A Claim of Lien for a Workforce Housing Impact Fee Mitigation was recorded in 2010 imposing a lien in the amount of \$4,882.50 against property owned by Samuel and Tara Loman in Polk County. The lien has expired according to its terms effective November 4, 2016, which was seven (7) years following the lien commencement date. The owner has requested a Release of Lien be recorded acknowledging such expiration.

RECOMMENDATION

Authorize the Chair to execute the Release of Lien and authorize staff to record the Release of Lien in the Public Records of Polk County, Florida.

FISCAL IMPACT

The cost of recording the Release of Lien will be paid by the property owner.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6746

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

RELEASE OF LIEN

WHEREAS, POLK COUNTY, a political subdivision of Florida, executed and recorded, in Official Records Book 8078, Pages 914 - 916, of the Public Records of Polk County, Florida, its Claim of Lien-Workforce Housing Impact Fee Waiver imposing and perfecting a lien against property identified as:

Lot 91, Hunter's Crossing Phase Two, according to the map or plat thereof as recorded in Plat Book 146, Pages 43 and 44, Public Records of Polk County, Florida

together with all improvements thereon (the "Property"); and

WHEREAS, the lien, in the total amount of \$4,882.50 for mitigated impact fees became a lien against the property owned by Samuel and Tara Loman; and

WHEREAS, the lien requires payment in full in the amount of \$4,882.50 in the event the property is sold or transferred within seven (7) years of the Lien Commencement Date of November 4, 2009, to any person(s) who do not satisfy the criteria for the Workforce Housing Impact Fee Waiver in accordance with Polk County Ordinance No. 2007-018, as amended; and

WHEREAS, the lien has, pursuant to the terms of the Claim of Lien, expired and is terminated.

NOW, THEREFORE, POLK COUNTY hereby releases the above-described property from the lien recorded at Official Record Book 8078, Pages 914 - 916 of the Public Records of Polk County.

ATTEST:

**Stacy M. Butterfield
Clerk to the Board**

**POLK COUNTY, a political subdivision
of Florida**

By: _____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

(Seal)

Date: _____



Polk County
Board of County Commissioners

Agenda Item R.43.

10/1/2024

SUBJECT

Release of Lien related to Workforce Housing Impact Fee Waiver for Angel P. Cantillano and Dorian Y. Cantillano (No fiscal impact).

DESCRIPTION

A Claim of Lien for a Workforce Housing Impact Fee Mitigation was recorded in 2009 imposing a lien in the amount of \$5,910.50 against property owned by Angel P. Cantillano and Dorian Y. Cantillano in Polk County. The lien has expired according to its terms effective December 16, 2015, which was seven (7) years following the lien commencement date. The owner has requested a Release of Lien be recorded acknowledging such expiration.

RECOMMENDATION

Authorize the Chair to execute the Release of Lien and authorize staff to record the Release of Lien in the Public Records of Polk County, Florida.

FISCAL IMPACT

The cost of recording the Release of Lien will be paid by the property owner.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6746

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

RELEASE OF LIEN

WHEREAS, POLK COUNTY, a political subdivision of Florida, executed and recorded, in Official Records Book 7859, Pages 705 - 707, of the Public Records of Polk County, Florida, its Claim of Lien-Workforce Housing Impact Fee Waiver imposing and perfecting a lien against property identified as:

Lot 177, Enclave at Imperial Lakes, as per PB 134, Page(s) 32 of the Public Records of Polk County, Florida

together with all improvements thereon (the "Property"); and

WHEREAS, the lien, in the total amount of \$5,910.50 for mitigated impact fees became a lien against the property owned by Angel P. Cantillano and Dorian Y. Cantillano; and

WHEREAS, the lien requires payment in full in the amount of \$5,910.50 in the event the property is sold or transferred within seven (7) years of the Lien Commencement Date of December 16, 2008, to any person(s) who do not satisfy the criteria for the Workforce Housing Impact Fee Waiver in accordance with Polk County Ordinance No. 2007-018, as amended; and

WHEREAS, the lien has, pursuant to the terms of the Claim of Lien, expired and is terminated.

NOW, THEREFORE, POLK COUNTY hereby releases the above-described property from the lien recorded at Official Record Book 7859, Pages 705 - 707 of the Public Records of Polk County.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

**POLK COUNTY, a political subdivision
of Florida**

By: _____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

(Seal)

Date: _____



Polk County
Board of County Commissioners

Agenda Item R.44.

10/1/2024

SUBJECT

Release of Lien related to Workforce Housing Impact Fee Waiver for Tammie D. Cameron (No fiscal impact).

DESCRIPTION

A Claim of Lien for a Workforce Housing Impact Fee Mitigation was recorded in 2013 imposing a lien in the amount of \$2,080 against property owned by Tammie D. Cameron, in Polk County. The lien has expired according to its terms effective March 14, 2020, which was seven (7) years following the lien commencement date. The owner has requested a Release of Lien be recorded acknowledging such expiration.

RECOMMENDATION

Authorize the Chair to execute the Release of Lien and authorize staff to record the Release of Lien in the Public Records of Polk County, Florida.

FISCAL IMPACT

The cost of recording the Release of Lien will be paid by the property owner.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6746

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

RELEASE OF LIEN

WHEREAS, POLK COUNTY, a political subdivision of Florida, executed and recorded, in Official Records Book 8957, Pages 2259 - 2261, of the Public Records of Polk County, Florida, its Claim of Lien-Workforce Housing Impact Fee Waiver imposing and perfecting a lien against property identified as:

Lot 12, Newbliss, as per PB 147, Page(s) 15 of the Public Records of Polk County, Florida

together with all improvements thereon (the "Property"); and

WHEREAS, the lien, in the total amount of \$2,080.00 for mitigated impact fees became a lien against the property owned by Tammie D. Cameron; and

WHEREAS, the lien requires payment in full in the amount of \$2,080.00 in the event the property is sold or transferred within seven (7) years of the Lien Commencement Date of March 14, 2013, to any person(s) who do not satisfy the criteria for the Workforce Housing Impact Fee Waiver in accordance with Polk County Ordinance No. 2007-018, as amended; and

WHEREAS, the lien has, pursuant to the terms of the Claim of Lien, expired and is terminated.

NOW, THEREFORE, POLK COUNTY hereby releases the above-described property from the lien recorded at Official Record Book 8957, Pages 2259 - 2261 of the Public Records of Polk County.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

POLK COUNTY, a political subdivision
of Florida

By: _____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

(Seal)

Date: _____



Polk County
Board of County Commissioners

Agenda Item R.45.

10/1/2024

SUBJECT

Adopt resolution amending the Berkley Ridge Street Lighting Assessment Area by adding Berkley Ridge Phase 2 and Berkley Ridge Phase 3 into the Berkley Ridge Special Street Lighting Area.

DESCRIPTION

Berkley Ridge is a platted subdivision located in the Auburndale area consisting of Berkley Ridge Phase 1, Berkley Ride Phase 2, and Berkley Ridge Phase 3. In 2006, the Polk County Board of County Commissioners adopted Ordinance No. 2006-06 creating the Berkley Ridge Special Street Lighting District (the "SLAA"). Currently, the SLAA only consists of Berkley Ridge Phase 1. The Berkley Ridge Homeowners Association has requested the proposed amending resolution adding Berkley Ridge Phase 2 and Berkley Ridge Phase 3 into the SLAA, which will ensure that all benefited parcels are annually assessed by the County for the street lighting costs within the subdivision, which costs will be collected on the tax bill.

RECOMMENDATION

Adopt the proposed resolution amending the Berkley Ridge Street Lighting Assessment Area by adding Berkley Ridge Phase 2 and Berkley Ridge Phase 3 into the Berkley Ridge Special Street Lighting Area.

FISCAL IMPACT

No fiscal impact. Costs of operation and maintenance of the street lighting assessment area will be paid by the lot owners through an annual special assessment.

CONTACT INFORMATION

Noah Milov
Assistant County Attorney
863-534-7664

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, AMENDING THE BERKLEY RIDGE STREET LIGHTING ASSESSMENT AREA; PROVIDING AUTHORITY; PROVIDING DEFINITIONS; PROVIDING FINDINGS; PROVIDING LIGHTING SERVICES; PROVIDING METHOD OF APPORTIONMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Master Street Lighting Assessment Ordinance (Ordinance 18-066), Article VIII, Section 1, Florida Constitution, Chapter 125, Florida Statutes, the Polk County Home Rule Charter, and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Master Street Lighting Assessment Ordinance.

SECTION 3. GENERAL FINDINGS. It is hereby ascertained, determined and declared that:

- (A) Pursuant to Article VIII, Section 1 of the Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law, the Board has all powers of local self-government to perform county functions and to render county services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of County ordinances.
- (B) Pursuant to Section 125.01(1)(q), Florida Statutes, the Board has an enumerated county power to establish, merge, and abolish municipal service benefit units for any part or all of the county within which may be provided street lighting services,

facilities, and programs with funds provided from special assessments. The Street Lighting Assessment Areas are municipal service benefit units within the meaning and intent of Section 125.01(1)(q), Florida Statutes.

- (C) Polk County created the BERKLEY RIDGE Street Lighting Assessment Area (“SLAA”) in 2006 pursuant to Polk County Resolution No. 2006-006 for the purpose of providing continued street lighting in the SLAA. (Polk County Ordinance No. 06-006 has been subsequently repealed and replaced by the Master Street Lighting Assessment Ordinance, and the BERKLEY RIDGE PHASE I Special Street Lighting District is now referred to as the BERKLEY RIDGE Street Lighting Assessment Area).
- (D) The BERKLEY RIDGE Property Owners’ Association, Inc. has requested that the legal description of the SLAA to be amended to add the platted developments known as BERKLEY RIDGE PHASE 2, as recorded in Plat Book 169, Pages 35 through 37, and BERKLEY RIDGE PHASE 3, as recorded in Plat Book 151, Pages 3 through 7.
- (E) The owners who own over 75% percent of the properties to be included in the SLAA has petitioned for the legal description of the SLAA to be amended to add the platted developments known as BERKLEY RIDGE PHASE 2 and BERKLEY RIDGE PHASE 3.
- (F) The Board has enacted the Master Street Lighting Assessment Ordinance to provide for the creation and amending of Street Lighting Assessment Areas, authorize the imposition of Street Lighting Assessments to fund the Street Lighting Service Cost to benefitted property located therein.

- (G) It is consistent with the Florida Supreme Court case of City of Winter Springs v. State, 776 So. 2d 255 (Fla. 2001), that street lighting provides a special benefit to property by enhancing the aesthetics, safety, value and the use and enjoyment of property.
- (H) The Street Lighting Services will provide a special benefit to all Tax Parcels of Assessed Property by protecting and enhancing the value, use and enjoyment of such property. The provision of street lights and the operation and maintenance of those lights will provide better and easier nighttime recognition and identification, which enhances safety and access to property; provide enhanced roadway lighting that is intended to produce quick, accurate, and comfortable seeing at night that will safeguard, facilitate, and encourage vehicular and pedestrian traffic on the roadways abutting and serving the Assessed Property; provide a reduction in nighttime accidents occurring on or adjacent to Assessed Property resulting from the proper use of nighttime lighting; aid to public safety services (such as police, fire & rescue) in responding to the Assessed Property; provide better property identification and recognition of property; will enhance the aesthetics, value, use, enjoyment, safety and access to Assessed Property; and facilitate traffic flow to and from the Assessed Property during nighttime hours.
- (I) It is consistent with City of Winter Springs v. State that the benefit received by non-assessment area residents en route to other parts of the County is incidental to the benefits received by the properties within the assessment area.

- (J) The imposition and levy of an annual Street Lighting Assessment is the most equitable and efficient method of allocating and apportioning the costs of the street lights within the Street Lighting Assessment Area.

SECTION 4. AMENDMENT OF STREET LIGHTING ASSESSMENT AREA.

The BERKLEY RIDGE Street Lighting Assessment Area is hereby amended and shall include the lands described as:

Lots 1 through 98, Berkley Ridge Phase 1, as recorded in Plat Book 133, Pages 48 through 51, Public Records of Polk County, Florida being in Sections 9 and 16, Township 27 South, Range 25 East Polk County, Florida;

AND

Lots 1 through 123, Berkley Ridge Phase 2, as recorded in Plat Book 169, Pages 35 through 37, Public Records of Polk County, Florida, being in Section 9, Township 27 South, Range 25 East, Polk County, Florida;

AND

Lots 1 through 97, Berkley Ridge Phase 3, as recorded in Plat Book 151, Pages 3 through 7, Public Records of Polk County, Florida, being in Section 9, Township 27 south, Range 25 East, Polk County, Florida.

SECTION 5. LIGHTING SERVICES.

- (A) The BERKLEY RIDGE Street Lighting Assessment Area, as amended by this Resolution, shall consist of the following street lighting poles and lights which have been or will be installed, operated and maintained by TAMPA ELECTRIC COMPANY ("Power Company"):

76- Autobahn II – 3K 45 Watts LED Gray
74- Drilled Concrete 35 Ft Natural Poles

- (B) The estimated annual Street Lighting Assessment Cost is \$44,877.50.
- (C) The initial estimated Street Lighting Assessment for the Fiscal Year beginning October 1, 2024 is \$142.00.

- (D) Changes to the Lighting Services can be made in accordance with the Master Street Lighting Assessment Ordinance.

SECTION 6. Method of Apportionment.

- (A) The Street Lighting Assessments shall generally be levied equally upon each Assessment Unit assigned to each Tax Parcel provided with Street Lighting Services as shown on the Property Appraiser's tax roll.
- (B) The standard Assessment Unit for the Street Lighting Assessment Area shall be a Lot.
- (C) The annual Street Lighting Assessments shall generally be calculated for each Tax Parcel, excluding the Excluded Parcels, in the following manner:
 - 1) ANNUAL SERVICE COMPONENT. The Annual Service Component shall be calculated for each Fiscal Year for each Tax Parcel by dividing the number of Assessment Units attributable to such Tax Parcel by the total number of Assessment Units attributable to all Tax Parcels within Street Lighting Assessment Area, and multiplying the result by the estimated Street Lighting Assessed Cost.
 - 2) ASSESSMENT COLLECTION COST. The Assessment Collection Cost shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Annual Service Component for such Tax Parcel by (b) the Street Lighting Assessed Cost and (2) multiplying the result by the Assessment Collection Cost.
 - 3) STATUTORY DISCOUNT AMOUNT. The Statutory Discount Amount shall be computed for each Tax Parcel by deducting (1) the

sum of (a) the Annual Service Component and (b) the Assessment Collection Cost, from (2) the amount computed by dividing (a) the sum of (i) the Annual Service Component and (ii) the Assessment Collection Cost, by (b) the factor of 0.95.

- 4) STREET LIGHTING ASSESSMENT. The annual Street Lighting Assessment for each Tax Parcel shall be computed as the sum of (1) the Annual Service Component, (2) the Assessment Collection Cost, and (3) the Statutory Discount Amount.

SECTION 7. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall remain in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 1st day of October, 2024.

ATTEST:
STACY M. BUTTERFIELD, CPA,
CLERK

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
W. C. Braswell, Chairman



Polk County
Board of County Commissioners

Agenda Item R.46.

10/1/2024

SUBJECT

Adopt resolution amending the Timberidge Street Lighting Assessment Area

DESCRIPTION

Timberidge is a platted subdivision located in the Lakeland area. The Polk County Board of County Commissioners adopted Ordinance No. 80-4 creating the initial Timberidge Street Lighting Area (SLA), which was ultimately amended and replaced by Ord. 18-066. The proposed resolution seeks to merge Timberidge Phase 3 into the overall Timberidge Street Lighting Area, and also seeks to add Timberidge Phase 2 to the overall Timberidge Street Lighting Area. There will be no changes in the light or pole count.

RECOMMENDATION

Adopt the proposed resolution amending the Timberidge Street Lighting Assessment Area.

FISCAL IMPACT

No fiscal impact. Costs of operation and maintenance of the street lighting assessment area will be paid by the lot owners through an annual special assessment.

CONTACT INFORMATION

Noah Milov
Assistant County Attorney
863-534-7664

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, AMENDING THE TIMBERIDGE STREET LIGHTING ASSESSMENT AREA; PROVIDING AUTHORITY, PROVIDING DEFINITIONS; PROVIDING FINDINGS; PROVIDING LIGHTING SERVICES; PROVIDING METHOD OF APPORTIONMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Master Street Lighting Assessment Ordinance (Ordinance 18-066), Article VIII, Section 1, Florida Constitution, Chapter 125, Florida Statutes, the Polk County Home Rule Charter, and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Master Street Lighting Assessment Ordinance.

SECTION 3. GENERAL FINDINGS. It is hereby ascertained, determined and declared that:

- (A) Pursuant to Article VIII, Section 1 of the Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law, the Board has all powers of local self-government to perform county functions and to render county services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of County ordinances.
- (B) Pursuant to Section 125.01(1)(q), Florida Statutes, the Board has an enumerated county power to establish, merge, and abolish municipal service benefit units for any part or all of the county within which may be provided street lighting services,

facilities, and programs with funds provided from special assessments. The Street Lighting Assessment Areas are municipal service benefit units within the meaning and intent of Section 125.01(1)(q), Florida Statutes.

- (C) Polk County created the TIMBERIDGE Street Lighting Assessment Area in 1980 pursuant to Polk County Resolution No. 80-4 for the purpose of providing continued street lighting in the SLAA. Said ordinance was subsequently amended by Polk County Ordinance No's. 82-12, 83-18, and 07-001 to provide additional lights, and these ordinances have been subsequently repealed and replaced with the Master Street Lighting Ordinance No. 18-066.
- (D) The TIMBERIDGE Property Owners' Association, Inc. has requested that the legal description of the SLAA to be amended to merge Timberidge Phase 3 SLA and add Timberidge Phase 2 SLA to the platted development known as TIMBERIDGE (Phases 1, 2, and 3) Street Lighting Assessment Area.
- (E) The owners who own over 75% percent of the properties to be included in the SLAA has petitioned for the legal description of the SLAA to be amended to merge the platted development known as Timberidge Phase 3 and add Timberidge Phase 2 to the overall Timberidge SLA.
- (F) The Board has enacted the Master Street Lighting Assessment Ordinance to provide for the creation and amending of Street Lighting Assessment Areas, authorize the imposition of Street Lighting Assessments to fund the Street Lighting Service Cost to benefitted property located therein.
- (G) It is consistent with the Florida Supreme Court case of City of Winter Springs v. State, 776 So. 2d 255 (Fla. 2001), that street lighting provides a special benefit to

property by enhancing the aesthetics, safety, value and the use and enjoyment of property.

- (H) The Street Lighting Services will provide a special benefit to all Tax Parcels of Assessed Property by protecting and enhancing the value, use and enjoyment of such property. The provision of street lights and the operation and maintenance of those lights will provide better and easier nighttime recognition and identification, which enhances safety and access to property; provide enhanced roadway lighting that is intended to produce quick, accurate, and comfortable seeing at night that will safeguard, facilitate, and encourage vehicular and pedestrian traffic on the roadways abutting and serving the Assessed Property; provide a reduction in nighttime accidents occurring on or adjacent to Assessed Property resulting from the proper use of nighttime lighting; aid to public safety services (such as police, fire & rescue) in responding to the Assessed Property; provide better property identification and recognition of property; will enhance the aesthetics, value, use, enjoyment, safety and access to Assessed Property; and facilitate traffic flow to and from the Assessed Property during nighttime hours.
- (I) It is consistent with City of Winter Springs v. State that the benefit received by non-assessment area residents en route to other parts of the County is incidental to the benefits received by the properties within the assessment area.
- (J) The imposition and levy of an annual Street Lighting Assessment is the most equitable and efficient method of allocating and apportioning the costs of the street lights within the Street Lighting Assessment Area.

SECTION 4. AMENDMENT OF STREET LIGHTING ASSESSMENT AREA.

The TIMBERIDGE (Phases 1, 2, and 3) Street Lighting Assessment Area is hereby amended and shall include the lands described as:

Timberidge Phase 1, Lots 1 through 83, as recorded in Plat Book 69, Pages 28 through 30, Public Records of Polk County, Florida, being in Section 08, Township 27 South, Range 24 East, Polk County, Florida.

And

Timberidge Phase 2, Lots 109 through 123, and lot 138, as recorded in Plat Book 71, Page 39, Public Records of Polk County, Florida, being in Section 08, Township 27 South, Range 24 East, Polk County, Florida.

And

Timberidge Phase 3, Lots 84 through 106, Lots 124 through 137, and Lots 139 through 172, as recorded in Plat Book 73, Pages 37 and 38, Public Records of Polk County, Florida, being in Section 08, Township 27 South, Range 24 East, Polk County, Florida.

SECTION 5. LIGHTING SERVICES.

- (A) The street lighting poles, lights and related equipment located and currently installed, operated and maintained within the TIMBERIDGE (Phases 1, 2, and 3) Street Lighting Assessment Area, as amended by this Resolution, shall remain the same and shall not be affected by this amending Resolution.
- (B) Changes to the Lighting Services can be made in accordance with the Master Street Lighting Assessment Ordinance.

SECTION 6. Method of Apportionment.

- (A) The Street Lighting Assessments shall generally be levied equally upon each Assessment Unit assigned to each Tax Parcel provided with Street Lighting Services as shown on the Property Appraiser's tax roll.
- (B) The standard Assessment Unit for the Street Lighting Assessment Area shall be a Lot.

(C) The annual Street Lighting Assessments shall generally be calculated for each Tax Parcel, excluding the Excluded Parcels, in the following manner:

- 1) ANNUAL SERVICE COMPONENT. The Annual Service Component shall be calculated for each Fiscal Year for each Tax Parcel by dividing the number of Assessment Units attributable to such Tax Parcel by the total number of Assessment Units attributable to all Tax Parcels within Street Lighting Assessment Area, and multiplying the result by the estimated Street Lighting Assessed Cost.
- 2) ASSESSMENT COLLECTION COST. The Assessment Collection Cost shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Annual Service Component for such Tax Parcel by (b) the Street Lighting Assessed Cost and (2) multiplying the result by the Assessment Collection Cost.
- 3) STATUTORY DISCOUNT AMOUNT. The Statutory Discount Amount shall be computed for each Tax Parcel by deducting (1) the sum of (a) the Annual Service Component and (b) the Assessment Collection Cost, from (2) the amount computed by dividing (a) the sum of (i) the Annual Service Component and (ii) the Assessment Collection Cost, by (b) the factor of 0.95.
- 4) STREET LIGHTING ASSESSMENT. The annual Street Lighting Assessment for each Tax Parcel shall be computed as the sum of

(1) the Annual Service Component, (2) the Assessment Collection Cost, and (3) the Statutory Discount Amount.

SECTION 7. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall remain in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 1st day of October, 2024.

ATTEST:
STACY M. BUTTERFIELD, CPA,
CLERK

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
W. C. Braswell, Chairman



Polk County
Board of County Commissioners

Agenda Item R.47.

10/1/2024

SUBJECT

Adopt resolution creating the Natures Reserve Street Lighting Assessment Area.

DESCRIPTION

Natures Reserve is a platted subdivision located in the Davenport area. Over 75% of the parcel owners within the proposed assessment area have signed the petition for creation of a street lighting assessment area which will allow the street lighting costs within the subdivision to be assessed annually by the County and collected on the tax bill.

RECOMMENDATION

Adopt the proposed resolution creating the Natures Reserve Street Lighting Assessment Area

FISCAL IMPACT

No fiscal impact. Costs of operation and maintenance of the street lighting assessment area will be paid by the lot owners through an annual special assessment.

CONTACT INFORMATION

Noah Milov
Assistant County Attorney
863-534-7664

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, CREATING THE NATURES RESERVE STREET LIGHTING ASSESSMENT AREA; PROVIDING AUTHORITY; PROVIDING CERTAIN DEFINITIONS; PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Master Street Lighting Assessment Ordinance (Ordinance 18-066), Article VIII, Section 1, Florida Constitution, Chapter 125, Florida Statutes, the Polk County Home Rule Charter, and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Master Street Lighting Assessment Ordinance.

SECTION 3. GENERAL FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, Section 1 of the Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law, the Board has all powers of local self-government to perform county functions and to render county services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of County ordinances.

(B) Pursuant to Section 125.01(1)(q), Florida Statutes, the Board has an enumerated county power to establish, merge, and abolish municipal service benefit units for any part or all of the county within which may be provided street lighting services, facilities, and programs with funds provided from special assessments. The Street

Lighting Assessment Areas are municipal service benefit units within the meaning and intent of Section 125.01(1)(q), Florida Statutes.

(C) The Board has enacted the Master Street Lighting Assessment Ordinance to provide for the creation of Street Lighting Assessment Areas, authorize the imposition of Street Lighting Assessments to fund the Street Lighting Service Cost to benefitted property located therein.

(D) **NATURE RESERVE PHASE 1, NATURE PRESERVE PHASE 2, NATURE PRESERVE PHASE 3, AND NATURE PRESERVE PHASE 4** are platted subdivisions in Polk County, Florida recorded in Plat Book 162, Pages 47 thru 49, Plat Book 164 Pages 19 and 20, Plat Book 170 Pages 11 and 12, and Plat Book 171, Pages 46 and 47, respectively, of the Public Records of Polk County, Florida.

(E) Street lights will be or have been installed in **NATURE RESERVE PHASE 1, NATURE PRESERVE PHASE 2, NATURE PRESERVE PHASE 3, AND NATURE PRESERVE PHASE 4** at the request of the developer and the cost of installation and operation of those lights will be or have been paid by the Homeowner's Association (HOA).

(F) The owners of seventy-five percent (75%) of the parcels included in the property described in this Resolution have petitioned the County to establish a special street lighting assessment area so that the costs of operation and maintenance of the existing street lights may be assessed against the applicable subdivision lots and collected annually on the tax bill.

(G) It is consistent with the Florida Supreme Court case of City of Winter Springs v. State, 776 So. 2d 255 (Fla. 2001), that street lighting provides a special benefit to

property by enhancing the aesthetics, safety, value and the use and enjoyment of property.

- (H) The Street Lighting Services will provide a special benefit to all Tax Parcels of Assessed Property by protecting and enhancing the value, use and enjoyment of such property. The provision of street lights and the operation and maintenance of those lights will provide better and easier nighttime recognition and identification, which enhances safety and access to property; provide enhanced roadway lighting that is intended to produce quick, accurate, and comfortable seeing at night that will safeguard, facilitate, and encourage vehicular and pedestrian traffic on the roadways abutting and serving the Assessed Property; provide a reduction in nighttime accidents occurring on or adjacent to Assessed Property resulting from the proper use of nighttime lighting; aid to public safety services (such as police, fire & rescue) in responding to the Assessed Property; provide better property identification and recognition of property; will enhance the aesthetics, value, use, enjoyment, safety and access to Assessed Property; and facilitate traffic flow to and from the Assessed Property during nighttime hours.
- (I) It is consistent with City of Winter Springs v. State that the benefit received by non-assessment area residents en route to other parts of the County is incidental to the benefits received by the properties within the assessment area.
- (J) The imposition and levy of an annual Street Lighting Assessment is the most equitable and efficient method of allocating and apportioning the costs of the street lights within the Street Lighting Assessment Area.

SECTION 4. CREATION OF STREET LIGHTING ASSESSMENT AREA.

The **NATURES RESERVE SUBDIVISION Street Lighting Assessment Area** (“**Street Lighting Assessment Area**”) is hereby created and shall include the lands described as:

Lots 62 through 105 of Natures Reserve Phase 1, as recorded in Plat Book 162, Pages 47 through 49, Public Records of Polk County, Florida, being in Section 19, Township 26 South, Range 27 East, Polk County, Florida.

AND

Lots 106 through 145 of Natures Reserve Phase 2, as recorded in Plat Book 164, Pages 19 and 20, Public Records of Polk County, Florida, being in Section 19, Township 26 South, Range 27 East, Polk County, Florida.

AND

Lots 39 through 47 of Natures Reserve Phase 3, as recorded in Plat Book 170, Pages 11 and 12, Public Records of Polk County, Florida, being in Section 19, Township 26 South, Range 27 East, Polk County, Florida.

AND

Lots 1 through 38, and Lots 48 through 61 of Natures Reserve Phase 4, as recorded in Plat Book 171, Pages 46 and 47, Public Records of Polk County, Florida, being in Section 19, Township 26 South, Range 27 East, Polk County, Florida.

SECTION 5. LIGHTING SERVICES.

(A) The **NATURES RESERVE Street Lighting Assessment Area** shall consist of the following street lighting poles and lights which have been or will be installed, operated and maintained by **DUKE ENERGY** (“**Power Company**”):

49- 70-Watt LED Sanibel Black L25N Fixtures
49- 22’ Sanibel Single P472

(B) The estimated annual Street Lighting Assessment Cost is \$25,420.58.

(C) The initial estimated Street Lighting Assessment for the Fiscal Year beginning October 1, 2024 is \$175.00.

- (D) Changes to the Lighting Services can be made in accordance with the Master Street Lighting Assessment Ordinance.

SECTION 6. Method of Apportionment.

- (A) The Street Lighting Assessments shall generally be levied equally upon each Assessment Unit assigned to each Tax Parcel provided with Street Lighting Services as shown on the Property Appraiser's tax roll.

- (B) The standard Assessment Unit for the Street Lighting Assessment Area shall be a Lot.

- (C) The annual Street Lighting Assessments shall generally be calculated for each Tax Parcel, excluding the Excluded Parcels, in the following manner:

1) ANNUAL SERVICE COMPONENT. The Annual Service Component shall be calculated for each Fiscal Year for each Tax Parcel by dividing the number of Assessment Units attributable to such Tax Parcel by the total number of Assessment Units attributable to all Tax Parcels within Street Lighting Assessment Area, and multiplying the result by the estimated Street Lighting Assessed Cost.

2) ASSESSMENT COLLECTION COST. The Assessment Collection Cost shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Annual Service Component for such Tax Parcel by (b) the Street Lighting Assessed Cost and (2) multiplying the result by the Assessment Collection Cost.

- 3) STATUTORY DISCOUNT AMOUNT. The Statutory Discount Amount shall be computed for each Tax Parcel by deducting (1) the sum of (a) the Annual Service Component and (b) the Assessment Collection Cost, from (2) the amount computed by dividing (a) the sum of (i) the Annual Service Component and (ii) the Assessment Collection Cost, by (b) the factor of 0.95.
- 4) STREET LIGHTING ASSESSMENT. The annual Street Lighting Assessment for each Tax Parcel shall be computed as the sum of (1) the Annual Service Component, (2) the Assessment Collection Cost, and (3) the Statutory Discount Amount.

SECTION 7. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall remain in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 1st day of October, 2024.

ATTEST:
STACY M. BUTTERFIELD, CPA,
CLERK

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
W. C. Braswell, Chairman



Polk County
Board of County Commissioners

Agenda Item R.48.

10/1/2024

SUBJECT

Adopt resolution creating the Sunrise Landing Street Lighting Assessment Area

DESCRIPTION

Sunrise Landing is a platted subdivision located in the Lakeland area. Over 75% of the parcel owners within the proposed assessment area have signed the petition for creation of a street lighting assessment area which will allow the street lighting costs within the subdivision to be assessed annually by the County and collected on the tax bill.

RECOMMENDATION

Adopt the proposed resolution creating the Sunrise Landing Street Lighting Assessment Area.

FISCAL IMPACT

No fiscal impact. Costs of operation and maintenance of the street lighting assessment area will be paid by the lot owners through an annual special assessment.

CONTACT INFORMATION

Noah Milov
Assistant County Attorney
863-534-7664

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, CREATING THE SUNRISE LANDING STREET LIGHTING ASSESSMENT AREA; PROVIDING AUTHORITY; PROVIDING CERTAIN DEFINITIONS; PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Master Street Lighting Assessment Ordinance (Ordinance 18-066), Article VIII, Section 1, Florida Constitution, Chapter 125, Florida Statutes, the Polk County Home Rule Charter, and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Master Street Lighting Assessment Ordinance.

SECTION 3. GENERAL FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, Section 1 of the Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law, the Board has all powers of local self-government to perform county functions and to render county services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of County ordinances.

(B) Pursuant to Section 125.01(1)(q), Florida Statutes, the Board has an enumerated county power to establish, merge, and abolish municipal service benefit units for any part or all of the county within which may be provided street lighting services, facilities, and programs with funds provided from special assessments. The Street

Lighting Assessment Areas are municipal service benefit units within the meaning and intent of Section 125.01(1)(q), Florida Statutes.

- (C) The Board has enacted the Master Street Lighting Assessment Ordinance to provide for the creation of Street Lighting Assessment Areas, authorize the imposition of Street Lighting Assessments to fund the Street Lighting Service Cost to benefitted property located therein.
- (D) **SUNRISE LANDING** is a platted subdivision in Polk County, Florida recorded in Plat Book 195, Pages 1 and 2 of the Public Records of Polk County, Florida.
- (E) Streetlights will be or have been installed in **SUNRISE LANDING** at the request of the developer and the cost of installation and operation of those lights will be or have been paid by the Homeowner's Association (HOA).
- (F) The owners of seventy-five percent (75%) of the parcels included in the property described in this Resolution have petitioned the County to establish a special street lighting assessment area so that the costs of operation and maintenance of the existing streetlights may be assessed against the applicable subdivision lots and collected annually on the tax bill.
- (G) It is consistent with the Florida Supreme Court case of City of Winter Springs v. State, 776 So. 2d 255 (Fla. 2001), that street lighting provides a special benefit to property by enhancing the aesthetics, safety, value and the use and enjoyment of property.
- (H) The Street Lighting Services will provide a special benefit to all Tax Parcels of Assessed Property by protecting and enhancing the value, use and enjoyment of such property. The provision of street lights and the operation and maintenance of

those lights will provide better and easier nighttime recognition and identification, which enhances safety and access to property; provide enhanced roadway lighting that is intended to produce quick, accurate, and comfortable seeing at night that will safeguard, facilitate, and encourage vehicular and pedestrian traffic on the roadways abutting and serving the Assessed Property; provide a reduction in nighttime accidents occurring on or adjacent to Assessed Property resulting from the proper use of nighttime lighting; aid to public safety services (such as police, fire & rescue) in responding to the Assessed Property; provide better property identification and recognition of property; will enhance the aesthetics, value, use, enjoyment, safety and access to Assessed Property; and facilitate traffic flow to and from the Assessed Property during nighttime hours.

- (I) It is consistent with City of Winter Springs v. State that the benefit received by non-assessment area residents en route to other parts of the County is incidental to the benefits received by the properties within the assessment area.
- (J) The imposition and levy of an annual Street Lighting Assessment is the most equitable and efficient method of allocating and apportioning the costs of the streetlights within the Street Lighting Assessment Area.

SECTION 4. CREATION OF STREET LIGHTING ASSESSMENT AREA.

The **SUNRISE LANDING Street Lighting Assessment Area** (“**Street Lighting Assessment Area**”) is hereby created and shall include the lands described as:

Lots 1 through 12, of Sunrise Landing, as recorded in Plat Book 195, Pages 1 and 2, Public Records of Polk County, Florida, being in Section 16, Township 29 South, Range 24 East, Polk County, Florida.

SECTION 5. LIGHTING SERVICES.

(A) The Sunrise Landing Street Lighting Assessment Area shall consist of the following street lighting poles and lights which have been or will be installed, operated and maintained by Lakeland Electric (“Power Company”):

6 – Grandville -39-Watt LED Light Fixtures
6 – 13 Ft Black Concrete Decorative Poles

(B) The estimated annual Street Lighting Assessment Cost is \$2,189.00.

(C) The initial estimated Street Lighting Assessment for the Fiscal Year beginning October 1, 2024 is \$182.00.

(D) Changes to the Lighting Services can be made in accordance with the Master Street Lighting Assessment Ordinance.

SECTION 6. Method of Apportionment.

(A) The Street Lighting Assessments shall generally be levied equally upon each Assessment Unit assigned to each Tax Parcel provided with Street Lighting Services as shown on the Property Appraiser’s tax roll.

(B) The standard Assessment Unit for the Street Lighting Assessment Area shall be a Lot.

(C) The annual Street Lighting Assessments shall generally be calculated for each Tax Parcel, excluding the Excluded Parcels, in the following manner:

1) ANNUAL SERVICE COMPONENT. The Annual Service Component shall be calculated for each Fiscal Year for each Tax Parcel by dividing the number of Assessment Units attributable to such Tax Parcel by the total number of Assessment Units attributable to all Tax Parcels within Street Lighting Assessment

Area, and multiplying the result by the estimated Street Lighting Assessed Cost.

- 2) ASSESSMENT COLLECTION COST. The Assessment Collection Cost shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Annual Service Component for such Tax Parcel by (b) the Street Lighting Assessed Cost and (2) multiplying the result by the Assessment Collection Cost.
- 3) STATUTORY DISCOUNT AMOUNT. The Statutory Discount Amount shall be computed for each Tax Parcel by deducting (1) the sum of (a) the Annual Service Component and (b) the Assessment Collection Cost, from (2) the amount computed by dividing (a) the sum of (i) the Annual Service Component and (ii) the Assessment Collection Cost, by (b) the factor of 0.95.
- 4) STREET LIGHTING ASSESSMENT. The annual Street Lighting Assessment for each Tax Parcel shall be computed as the sum of (1) the Annual Service Component, (2) the Assessment Collection Cost, and (3) the Statutory Discount Amount.

SECTION 7. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall remain in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 1st day of October, 2024.

ATTEST:
STACY M. BUTTERFIELD, CPA,
CLERK

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
W. C. Braswell, Chairman



Polk County
Board of County Commissioners

Agenda Item S.1.

10/1/2024

SUBJECT

Approve the Eloise CRA meeting minutes from August 20, 2024.

DESCRIPTION

The Eloise Community Redevelopment Agency met on August 20, 2024, at 9:44 a.m. with the following members present: George Lindsey, District No. 1; Rick Wilson, District No. 2; Bill Braswell, District No. 3; Martha Santiago, District No. 4; and Neil Combee, District No. 5. Deputy Clerk Erin Valle represented the Clerk's office.

RECOMMENDATION

Request Board approve the Eloise CRA meeting minutes from August 20, 2024.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Tabitha Alpers
Budget & Management Services
TabithaAlpers@polk-county.net
(863)534-6026

ELOISE COMMUNITY REDEVELOPMENT AGENCY

August 20, 2024

The Eloise Community Redevelopment Agency met on August 20, 2024, at 9:44 a.m. with the following members present: George Lindsey, District No. 1; Rick Wilson, District No. 2; Bill Braswell, District No. 3; Martha Santiago, District No. 4; and Neil Combee, District No. 5. Deputy Clerk Erin Valle represented the Clerk's office.

Chair Braswell called the Eloise Community Redevelopment Agency (CRA) meeting to order at 9:44 a.m.

Approve Consent Agenda.

Commissioner Combee moved to approve the August 20, 2024, Eloise Community Redevelopment Agency Consent Agenda, the motion was seconded by Commissioner Santiago; the motion carried 5/0.

Consent Agenda items:

Approve the Eloise Community Redevelopment Agency meeting minutes from April 16, 2024, CRA Board meeting.

Adopt resolution approving the FY24/25 budget for the Eloise Community Redevelopment Agency in the amount of \$909,603.

Reappoint Minerva Gil to the Eloise Community Redevelopment Agency Advisory Committee for the three-year term, July 11, 2024, through July 10, 2027.

The Chair adjourned the Eloise Community Redevelopment Agency meeting at 9:44 a.m.

He announced the Harden/Parkway CRA will now reconvene.



Polk County
Board of County Commissioners

Agenda Item S.2.

10/1/2024

SUBJECT

Adopt resolution granting the County Manager authority to execute certain contracts on behalf of the Eloise Community Redevelopment Agency (CRA). (No fiscal impact)

DESCRIPTION

In 2016, Polk County adopted Resolution 2016-007, authorizing the County Manager to execute certain contracts for the economic and efficient conduct of County affairs. The Eloise CRA Board of Directors is seeking to adopt a similar resolution authorizing the County Manager to execute certain contracts on behalf of the CRA. The resolution establishes the Guidelines for the Execution of Contracts by the County Manager for the Eloise CRA.

RECOMMENDATION

Request Board adopt the attached resolution granting the County Manager authority to execute certain contracts on behalf of the Eloise CRA and establish the Guidelines for the Execution of Contracts by the County Manager.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Tabitha Alpers
Budget & Management Services
TabithaAlpers@polk-county.net
(863)534-6026

RESOLUTION NO. 2024-__

A RESOLUTION OF THE ELOISE COMMUNITY REDEVELOPMENT AGENCY (CRA); ADOPTING BY REFERENCE THE GUIDELINES FOR EXECUTION OF CONTRACTS BY THE COUNTY MANAGER OF POLK COUNTY; ESTABLISHING GUIDELINES FOR EXECUTION OF CONTRACTS BY THE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Fla. Stat., Section 163.370, a community redevelopment agency must procure all commodities and services under the same purchasing processes and requirements that apply to the county or municipality that created the agency; and

WHEREAS, Polk County has authorized the County Manager of Polk County (hereinafter the “County Manager”) to execute certain contracts outlined in Polk County Resolution 2016-007 for the economic and efficient conduct of County affairs; and

WHEREAS, the Board of Directors of the Eloise Community Redevelopment Agency (hereinafter the “Directors”) wish to adopt a similar resolution granting the County Manager the power to execute certain contracts on behalf of the Agency for the economic and efficient conduct of Agency affairs; and

WHEREAS, this Resolution establishes the Guidelines for the Execution of Contracts by the County Manager for the Eloise Community Redevelopment Agency, as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE ELOISE COMMUNITY REDEVELOPMENT AGENCY OF POLK COUNTY, FLORIDA, IN REGULAR MEETING, AS FOLLOWS:

SECTION 1: RECITALS. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2: PURCHASING POLICY. The Directors of the Eloise Community Redevelopment Agency hereby establishes and adopts the Guidelines for the Execution of Contracts by the County Manager for the Eloise Community Redevelopment Agency as follows:

GUIDELINES FOR EXECUTION OF CONTRACTS BY THE COUNTY MANAGER

- A. The County Manager is authorized to execute contracts when the monetary amount of the contract, including amendments, is one hundred thousand dollars (\$100,000.00) or less, annually. This includes contracts which receive or expend funds or state no monetary amount. If no maximum amount is stated in the contract (such as a per unit cost contract), then the limiting amount will be the amount budgeted annually for the contract.
- B. The term "contract" as used herein shall include, without limitation, memoranda of understanding, interlocal agreements, license agreements, grant applications, rental agreements, real property agreements, easement agreements, and any other written instrument creating an obligation that is enforceable or otherwise recognizable at law.
- C. The terms and conditions of all contracts subject to these Guidelines shall be reviewed and approved by the County Attorney's Office and the Budget Office, where appropriate, and the funding must be duly appropriated by the Directors.
- D. These Guidelines do not apply to the signature authority for contracts for the purchase or procurement of goods, services, materials, supplies or equipment, which authority is specifically addressed in Polk County Ordinance No. 2015-078 and the Purchasing Procedures Manual.
- E. In the event that any term of these Guidelines is in conflict with any prior authorization or County policy regarding signature authority for contracts, these Guidelines shall control.
- F. These Guidelines may be modified or amended at any time by resolution of the Directors.
- G. Nothing contained in these Guidelines shall be construed as: (i) a delegation of any policy-making authority; or (ii) precluding the Directors from considering, approving or disapproving, or executing any contract binding or purporting to bind the Agency or otherwise creating an obligation to perform or not to perform a particular act.

SECTION 3: SEVERABILITY. If any provision, section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is held or declared to be unconstitutional, inoperative, or void, then such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions or application hereof. If this Resolution or any provision thereof shall be held to be

inapplicable to any person, property or circumstance, then such holding shall not affect its applicability to any other person, property or circumstance.

SECTION 4: EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

ADOPTED this _____ day of October, 2024.

ATTEST:

STACY M. BUTTERFIELD, CLERK

ELOISE CRA

By: _____
Deputy Clerk

By: _____
W. C. Braswell, Chair