

# POLK CITY

November 20, 2017

**City Commission Meeting**  
Polk City Government Center  
123 Broadway Blvd., SE

7:00 P.M.

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**CALL TO ORDER** – Mayor Joe LaCascia

**INVOCATION** – Pastor Walter Lawlor, New Life Community Church

**PLEDGE OF ALLEGIANCE** – Mayor Joe LaCascia

**ROLL CALL** – Assistant to the City Manager Sheandolen Dunn

**APPROVE CONSENT AGENDA**

**PRESENTATIONS AND RECOGNITIONS** - None

**PUBLIC COMMENT** – **ITEMS NOT ON AGENDA** (limit comments to 3 minutes)

## **AGENDA**

1. **PUBLIC HEARING - Ordinance 2017-05** - An Ordinance of Polk City, Florida; amending the final budget; reallocating and reappropriating monies within the budget for Fiscal Year 2016-2017; providing for all other items in the budget of expenses to remain unchanged; providing for severability; providing for an effective date. **Second and Final Reading**
2. **PUBLIC HEARING - Ordinance 2017-06** - An Ordinance of Polk City, Florida, for the purpose of authorizing the borrowing of not to exceed \$1,400,000 from Citizens Bank & Trust for the purpose of refunding Capital Improvement Revenue Bonds, Series 2007; pledging a first priority lien on the City's Communication Services Tax and Half-cent Sales Tax to secure the payment thereof; providing for the rights of the creditor; providing certain other matters in connection therewith; providing for conflicts; providing an effective date. **Second and Final Reading**
3. **PUBLIC HEARING - Ordinance 2017-07 - City-Initiated Text Amendment to the Polk City Comprehensive Plan** - City-initiated text amendment to the Polk City Comprehensive Plan to add policies to allow for the Transfer of Development Rights from the Polk City Exemption Area to the Polk City Special Protection Area. **First Reading**
4. **PUBLIC HEARING - Ordinance 2017-08 - City-Initiated Text Amendment to the Polk City Land Development Code** - City-initiated text amendment to the Polk City Land Development Code to add regulations to allow for the Transfer of Development Rights from the Polk City Exemption Area to the Polk City Special Protection Area. **First Reading**

5. **Offer(s) to purchase vacant property owned by Polk City:**
  - a. Joseph and Kristi Merritt (0 North Citrus Grove Boulevard)
  - b. Yvonne Shouey (0 Stevens Drive)
  
6. **Resolution 2017-09** –A Resolution of the City Commission of Polk City, Florida, declaring certain personal property as surplus; providing for authorization for the public sale; subsequent donation or disposal of said personal property; providing for the prior advertisement of said sale; providing for all revenue to be placed in the General Fund; providing for an effective date.
  
7. Central Florida Regional Planning Council Contract for Services for DEO Grant

**CITY MANAGER ITEMS**

1. Konica Minolta Lease Agreement

**CITY ATTORNEY ITEMS**

**COMMISSIONER ITEMS**

Vice Mayor Harris  
Commissioner Blethen  
Commissioner Carroll  
Commissioner Kimsey  
Mayor LaCascia

**ANNOUNCEMENTS**

**ADJOURNMENT**

**CONSENT AGENDA**  
**November 20, 2017**

MAY ALL BE APPROVED BY ONE VOTE OF COMMISSION TO ACCEPT CONSENT AGENDA. Commission Members may remove a specific item below for discussion, and add it to the regular agenda under New or Unfinished Business, whichever category best applies to the subject.

**A. CITY CLERK**

1. Accept minutes – October 16 – Regular City Commission Meeting
2. Accept minutes – October 30 – Special City Commission Meeting

**B. REPORTS**

1. Building Report – September/October 2017
2. Library Report – October 2017
3. Polk Sheriff's Report – October 2017
4. Public Works Report –September/October 2017

**C. OTHER**

Please note: Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered during this meeting, he or she will 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.

In accordance with the American with Disabilities Act, a person with disabilities needing any special accommodations to participate in city meetings should contact the Office of the City Clerk, Polk City Government Center, 123 Broadway, Polk City, Florida 33868 Telephone (863) 984-1375. The City of Polk City may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the City Commission meetings may be obtained from the City Clerk's office. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may arrange with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.



# Polk City City Commission Agenda Form

Meeting Date: November 20, 2017

Item Number: Consent Agenda

<b>Subject:</b> Accept minutes for: October 16, 2017 – Regular City Commission Meeting October 30, 2017 – Special City Commission Meeting	
<b>Department:</b>  Administrative	
<b>Summary:</b>	
<b>Requested Commission Action:</b>  Approval of Minutes	
<b>Financial Impact:</b>  None	
<b>Attachments:</b> X	<b>Supporting Documents Reviewed</b> X
<b>Submitting Department Head:</b>  Patricia R. Jackson, City Manager	<b>Date:</b>  11/16/2017
<b>Approved by City Manager:</b>	<b>Date:</b>



## CITY COMMISSION MINUTES

October 16, 2017

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Mayor Joe LaCascia called the meeting to order at 7:00 p.m.

Walter Lawlor, New Life Community Church, gave the invocation.

Those present recited the Pledge of Allegiance led by Mayor Joe LaCascia.

### **ROLL CALL** – Assistant to the City Manager Sheandolen Dunn

**Present:** Mayor Joe LaCascia, Commissioner Don Kimsey, Commissioner Mike Blethen, Commissioner Randy Carroll, City Attorney Thomas Cloud and City Manager Patricia Jackson

**Absent:** Vice Mayor Wanda Harris

### **APPROVE CONSENT AGENDA**

**Motion by Mayor LaCascia** to approve the Consent Agenda. City Commission approved by Voice Vote.

### **PRESENTATIONS AND RECOGNITIONS**

Mayor LaCascia read the Red Ribbon Proclamation.

City Manager Jackson presented plaques to Cliff Harmon and Kathy Delp for ten (10) years of service to Polk City.

### **PUBLIC COMMENT**

- 1) Susan Ketterman (583 Marklen Loop) Inquired about street lines painting.
- 2) Lorraine Snyder (775 Teaberry Trail) – City services during Hurricane Irma. Thanked City staff.
- 3) Sandra Cutts (315 Central Avenue) – Donald Bronson Community Center generator.

Keith Prestage provided clarification on what happened to the generators during Hurricane Irma.

- 4) Mike Salidrigas (506 Sunrise Blvd) and Brian Finder (1560 Fussell Road) Discussed commercial property at 506 Commonwealth Avenue. Interested in zoning options of this site for a Nano Brewery.

City Manager Jackson stated City staff has already had conversation with Mr. Salidrigas and Mr. Finder. They will make an appointment to meet with Kathy Delp for further discussion regarding this project.

## **ORDER OF BUSINESS**

### **PUBLIC HEARING - ORDINANCE 2017-04**

AN ORDINANCE OF POLK CITY, FLORIDA, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$9,500,000 WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2017, TO REFUND THE WATER AND SEWER SYSTEM CAPITAL IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2011A ; PLEDGING A LIEN ON THE NET REVENUES OF THE COMBINED WATER AND SEWER SYSTEM TO SECURE THE PAYMENT THEREOF; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

City Attorney Cloud read by title only.

Mayor LaCascia opened the Public Hearing.

William House (415 Motorcoach Drive) – Question regarding the Bond.

Laura Lambert (414 Meandering Way) – Question regarding the dollar amount of the Bond.

City Attorney Cloud provided clarification on how this Bond will work. There were two bonds – A Series and B Series. The B Series has been retired. Total amount was \$10.5 million, now being replaced with \$9.5 million. Overall savings is an estimated \$511,000.

Julie Santamaria (RBC Capital Markets) – explained the rates on the old bond versus the new bond rates. Refinancing the current estimate of \$8.1 million, those bonds can be called in advanced. These figures could change based on market conditions.

Mayor LaCascia closed the Public Hearing.

**Motion by Commissioner Kimsey** to approve Ordinance 2017-04; this motion was seconded by Commissioner Carroll.

**Vote:** Commissioner Carroll–aye, Commissioner Kimsey–aye, Mayor LaCascia–aye  
Commissioner Blethen–aye

**Motion carried 4/0.**

**PUBLIC HEARING - ORDINANCE 2017-05**

AN ORDINANCE OF POLK CITY, FLORIDA; AMENDING THE FINAL BUDGET; REALLOCATING AND REAPPROPRIATING MONIES WITHIN THE BUDGET FOR FISCAL YEAR 2016-2017; PROVIDING FOR ALL OTHER ITEMS IN THE BUDGET OF EXPENSES TO REMAIN UNCHANGED; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

City Attorney Cloud read by title only.

City Manager Jackson provided a thorough explanation as to why this Ordinance is being done.

Mayor LaCascia opened the Public Hearing.

Sandra Cutts (315 Central Avenue) – Inquired about staff getting raises.

City Manager Jackson stated the increases have already been added into the budget. A copy of the budget is always available for review at City Hall.

Mayor LaCascia closed the Public Hearing.

**Motion by Commissioner Kimsey** to approve Ordinance 2017-05; this motion was seconded by Commissioner Carroll.

Commissioner Blethen indicated his displeasure of how the budget is done and discussed several purchases.

City Attorney Cloud stated just because you put something in the budget does not mean you spend it.

Lengthy discussion ensued.

**Vote:** Commissioner Blethen–nay, Commissioner Kimsey–aye, Mayor LaCascia–aye,  
Commissioner Carroll–aye

**Motion carried 3/1.**



**Summit Consulting Grant Services Proposal - presented by Scott Modessit**

Scott Modessit discussed the Summit Consulting Grant Services Proposal. Over the years Summit has provided Grant writing services for a variety of projects such as the water line project, paving projects, tennis and basketball courts. Worked with Polk City on their work with the handicap accessible doors at City Hall and will be working with staff on the Freedom Park restroom project. Looking to do long-term funding strategy planning. This proposal would be based on set deliverables for Polk City. Grant writing for a small city such as Polk City can be difficult if there are no identified projects, it is very difficult to acquire grant funding. Would like to review Polk City's Capital Improvement Plan and work on a first phase needs assessment, taking a look at the budget, what the actual plans are and see how funding can be linked to state and federal dollars available. Initial phase would be \$6,500 is for the needs assessment. If approved, Mr. Modessit will bring back a contract for the first phase of \$6,500.

City Manager Jackson further explained.

**Motion by Commissioner Kimsey** to approval the Summit Consulting Grant Services Proposal; this motion was seconded by Commissioner Carroll.

Commission Blethen asked Mr. Modessit for clarity on the actual grants.

**Motion by Commissioner Blethen** to withdraw the original motion.

**Motion by Commissioner Kimsey** to approve Grant Services with Summit Consulting not to exceed \$6,500, subject to development of list of grants acceptable to Polk City and written agreement approved by City Attorney consistent with this motion; this motion was seconded by Commissioner Carroll.

**Vote:** Commissioner Carroll - aye, Commissioner Blethen - aye, Commissioner Kimsey - aye, Mayor LaCascia - aye

**Motion carried 4/0.**

**Central Florida Regional Planning Council – Planning Advisory Services Agreement**

City Manager Jackson and Jeff Smucker (CFRPC) discussed. \$22,500 is in the budget. They do building regulations, website updates

This contract is for \$22,500 which is in the budget and extends services for Growth Management, Building Code updates, GIS mapping, grant opportunities for planning activities and updating city's website.

Commissioner Kimsey suggested a workshop to review and discuss the CFRPC contract.

Kathy Delp, Development Services Director discussed why there is a strong need for CFRPC. They have assisted Polk City in working out major issues from previous administration. If we don't have CFRPC assisting Polk City, a full-time staff person will be necessary.

City Attorney Cloud stated DCA existed we had to work out zoning for property on SR 33. Without their help Polk City would have been in a major bind.

Mayor LaCascia suggested tabling this item and bring back after the contract has been reviewed.

Workshop scheduled for November 2 @ 7 pm.

### **CITY MANAGER ITEMS**

**DEO Grant** – Polk City has received a DEO grant for Asset Mapping in the amount of \$36,000. This is a continuation of the Polk City's current mini grant. There are no matching funds required. Notification of this award was received after the budget process was complete. Therefore, the budget will have to be amended.

**Recreation Master Plan Grant** – Polk City also received a grant from DEO in the amount of \$25,000, with no matching funds for a Recreation Master Plan. Notification came after the budget was complete and the budget will need to be amended due to this item as well.

**Warehouse (Phase One)** – 650,000 SF building at SR 33 and Mt. Olive Road warehouse. FDOT requirement is a red light and Mt. Olive Road and SR 33.

**Proposal for property purchase off Citrus Grove** - Survey and appraisal done. Will advertise for thirty (30) days and bring back to the November City Commission meeting.

**Special Meeting** - October 30, 2017 at 7pm. Subject - Ordinance for Refinancing of the Bond.

### **CITY ATTORNEY ITEMS**

Nano Brewery - Pleased with this possibility and from an Economic Development standpoint, this is a plus for Polk City.

### **COMMISSIONER ITEMS**

**Commissioner Blethen** – Was not aware of the Software package.

City Manager Jackson stated the ADG software package purchase was discussed at length and approved at a previous City Commission Meeting.

**Commissioner Kimsey** – Thanked everyone for coming.

**Commissioner Carroll** – Need to discuss the Public Works facility at the next meeting.

City Manager Jackson stated a Special Meeting will be held on November 2, 2017 at 7 pm to discuss the Public Works Facility and Central Florida Regional Planning Council's Planning Services Agreement.

**Mayor LaCascia – None**

**ANNOUNCEMENTS - None**

**ADJOURNMENT – 8:25 pm**

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Patricia Jackson, City Manager

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Joe LaCascia, Mayor



**CONSENT AGENDA**  
**October 16, 2017**

MAY ALL BE APPROVED BY ONE VOTE OF COMMISSION TO ACCEPT CONSENT AGENDA. Commission Members may remove a specific item below for discussion, and add it to the regular agenda under New or Unfinished Business, whichever category best applies to the subject.

**A. CITY CLERK**

1. Accept minutes – September 7, 2017 – Budget Hearing (First Reading)
2. Accept minutes – September 18, 2017 – Regular City Commission Meeting
3. Accept minutes – September 26, 2017 – Budget Hearing (Recessed)
4. Accept minutes – October 2, 2017 – Final Budget Hearing (2<sup>nd</sup>/Final Reading)

**B. REPORTS**

1. Building Report – August 2017
2. Finance Report – August 2017
3. Library Report – September 2017
4. Polk Sheriff's Report – August/September 2017
5. Public Works Report – August 2017
6. Utilities Report – August/September 2017

**C. OTHER**

1. Approval of Emergency Bypass Pump for Voyles Loop LS from Herc Rentals
2. Approval of Aquarina Expenses during Hurricane Irma

## SPECIAL CITY COMMISSION MINUTES

October 30, 2017

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Mayor Joe LaCascia called the meeting to order at 7:00 p.m.

**ROLL CALL** – Assistant to the City Manager Sheandolen Dunn

**Present:** Mayor Joe LaCascia, Vice Mayor Wanda Harris, Commissioner Don Kimsey, Commissioner Randy Carroll, City Attorney Thomas Cloud and City Manager Patricia Jackson

**Absent:** Commissioner Mike Blethen

### **PUBLIC COMMENT**

- 1) Susan Ketterman (583 Marklen Loop) Inquired about Marijuana dispensaries at Sunshine Pharmacy.

City Attorney Cloud stated Polk City has a moratorium in place.

### **ORDER OF BUSINESS**

#### **Central Florida Regional Planning Council – Planning Advisory Services Agreement**

Jennifer Codo-Salisbury discussed at length the scope of services CFRPC provides to Polk City and has done so for approximately ten (10) years as the City's Planner.

Commissioner Kimsey would like to have a workshop to further discuss Polk City's need for CFRPC.

Kathy Delp, Development Services Director discussed the work CFRPC does with directly with staff.

Mayor LaCascia stated the Commission has had the contract to review prior to today.

**Motion by Commissioner Kimsey** to table the CFRPC Planning Advisory Services Agreement and schedule a workshop for further review; this motion was seconded by Vice Mayor Harris.

**Vote:** Mayor LaCascia – aye, Vice Mayor Harris – aye, Commissioner Kimsey – aye, Commissioner Carroll – aye

**Motion carried unanimously.**

A Special City Commission Meeting is scheduled for Thursday, November 16, 2017 at 7 pm.

Commissioner Kimsey departed meeting due to illness at 7:22 pm.

**ORDINANCE 2017-04**

AN ORDINANCE OF POLK CITY, FLORIDA, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$9,500,000 WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2017, TO REFUND THE WATER AND SEWER SYSTEM CAPITAL IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2011A ; PLEDGING A LIEN ON THE NET REVENUES OF THE COMBINED WATER AND SEWER SYSTEM TO SECURE THE PAYMENT THEREOF; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE. Second and Final Reading.

City Attorney Cloud read the Ordinance by title only. Mayor LaCascia opened the Public Hearing.

Sandra Cutts (315 Central Avenue) requested clarification on the agenda items as listed.

Mayor LaCascia provided clarification.

Mayor LaCascia closed the Public Hearing.

**Motion by Vice Mayor Harris** to approve Ordinance 2017-04 on second and final reading; this motion was seconded by Commissioner Carroll.

**Vote:** Commissioner Carroll - aye, Vice Mayor Harris - aye, Mayor LaCascia - aye

**Motion carried 3/0.**

**RESOLUTION 2017-06**

A RESOLUTION OF THE CITY COMMISSION OF POLK CITY, FLORIDA, AMENDING AND RESTATING RESOLUTION NO. 2011-06, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,500,000.00 IN THE AGGREGATE OF ITS WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2017 TO REFUND CERTAIN OUTSTANDING OBLIGATIONS AND TO PAY COSTS RELATED THERETO; PLEDGING CERTAIN NET REVENUES AND PUBLIC SERVICE TAX REVENUES FOR THE PAYMENT OF SUCH BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Mayor LaCascia read the Resolution by title only.



City Attorney Cloud stated this Resolution is the actual authorization to issue the Bond.

Nate Eckloff (RBC Capital Markets) spoke in favor of the savings realized in doing this refinance. Savings realized over the life of the Bond would be \$605,000.

**Motion by Vice Mayor Harris** to adopt Resolution 2017-06; this motion was seconded by Commissioner Carroll.

**Vote:** Vice Mayor Harris – aye, Commissioner Carroll - aye, Mayor LaCascia - aye

**Motion carried 3/0.**

**RESOLUTION 2017-07**

A RESOLUTION SUPPLEMENTING RESOLUTION 2017-06 OF POLK CITY, FLORIDA, AMENDING AND RESTATING RESOLUTION NO. 2011-06; AUTHORIZING AND APPROVING THE NEGOTIATED SALE OF NOT TO EXCEED \$9,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF POLK CITY, FLORIDA WATER AND SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2017, TO ADVANCE REFUND THE ISSUER'S OUTSTANDING WATER AND SEWER SYSTEM CAPITAL IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2011A, AND TO PAY TRANSACTION COSTS, ALL SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS CONTAINED HEREIN AND SUBJECT TO THE TERMS AND CONDITIONS OF A BOND PURCHASE CONTRACT; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF SUCH BOND PURCHASE AGREEMENT, A DISCLOSURE DISSEMINATION AGENT AGREEMENT, AN ESCROW AGREEMENT AND A REGISTRAR AND PAYING AGENT AGREEMENT; DELEGATING TO THE MAYOR, VICE MAYOR, OR CITY MANAGER THE AUTHORITY TO AWARD THE SALE OF SUCH BONDS TO RBC CAPITAL MARKETS, LLC, PURSUANT TO A NEGOTIATED SALE AND SUBJECT TO THE CONDITIONS AND TERMS SET FORTH HEREIN AND IN SUCH BOND PURCHASE AGREEMENT; AUTHORIZING THE PURCHASE OF A FINANCIAL GUARANTY INSURANCE POLICY FOR ALL, SOME, OR NONE OF THE SERIES 2017 BONDS; AUTHORIZING EXECUTION OF AN INSURANCE COMMITMENT; DESIGNATING THE SERIES 2017 BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS." APPROVING THE FORM AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; DELEGATING THE AUTHORITY TO APPOINT THE PAYING AGENT, REGISTRAR AND ESCROW AGENT; APPROVING AN AGREEMENT FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING AN EFFECTIVE DATE.

City Attorney Cloud read the Resolution by title only and provided a thorough explanation of this Resolution.

**Motion by Vice Mayor Harris** to adopt Resolution 2017-07; this motion was seconded by Commissioner Carroll.

**Vote:** Mayor LaCascia – aye, Vice Mayor Harris – aye, Commissioner Carroll – aye, Mayor LaCascia - aye

**Motion carried 3/0.**

**ORDINANCE 2017-06**

AN ORDINANCE OF POLK CITY, FLORIDA, FOR THE PURPOSE OF AUTHORIZING THE BORROWING OF NOT TO EXCEED \$1,400,000 FROM CITIZENS BANK & TRUST FOR THE PURPOSE OF REFUNDING CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2007; PLEDGING A FIRST PRIORITY LIEN ON THE CITY'S COMMUNICATION SERVICES TAX AND HALF-CENT SALES TAX TO SECURE THE PAYMENT THEREOF; PROVIDING FOR THE RIGHTS OF THE CREDITOR; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE. First reading.

City Attorney Cloud read the Ordinance by title only. Mayor LaCascia opened the Public Hearing.

Sandra Cutts (315 Central Avenue) requested clarification on this Ordinance.

City Attorney Cloud provided clarification.

Mayor LaCascia closed the Public Hearing.

**Motion by Vice Mayor Harris** to approve Ordinance 2017-06 on first reading; this motion was seconded by Commissioner Carroll.

**Vote:** Vice Mayor Harris - aye, Commissioner Carroll - aye, Mayor Lacascia - aye

**Motion carried 3/0.**

**Consulting Engineer and Inspection Services**

Kathy Delp, Development Services Director stated under Polk City's Land Development Regulations, applicants have the option to use Polk City's Interlocal Agreement with Polk County for inspections or having the City hire someone to represent them. This project is on an accelerated schedule. The applicant asked if Polk City could go the private provider route. The applicant was happy with AMEC Foster Wheeler for the site inspections for site work. The contract has been approved by the applicant. No financial impact to Polk City. Applicant pays the entire cost of the contract.

Mayor LaCascia stated this is the warehouse project being done at Mt. Olive Road and SR 33.



**Motion by Vice Mayor Harris** to approve the Consulting and Engineering Services Contract for the warehouse project at Mt. Olive Road and SR 33; this motion was seconded by Commissioner Carroll.

Commissioner Carroll asked what was going into the warehouse.

Kathy Delp stated the applicant has not publicly disclosed the end user at this time.

**Vote:** Commissioner Carroll - aye, Vice Mayor Harris - aye, Mayor Lacascia - aye

**Motion carried 3/0.**

**Resolution 2017-08**

A RESOLUTION OF POLK CITY, FLORIDA, RELATING TO THE FLORIDA STATE REVOLVING FUND LOAN PROGRAM; RESTATING AND AMENDING RESOLUTION NO. 2017-04; MAKING FINDINGS; AUTHORIZING THE EXECUTION AND FILING OF A LOAN APPLICATION; APPROVING AND AUTHORIZING EXECUTION OF THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

City Attorney Cloud stated there is a slight modification to 2017-04 authorizing the filing the loan application of the FDEP grant and revolving loan for the wastewater project. FDEP needed clarification on the impact fees were pledged to Polk City's existing and new debt. The answer is No. This needs to be done by Resolution, Section #3.

**Motion by Commissioner Carroll** to adopt Resolution 2017-08; this motion was seconded by Vice Mayor Harris.

No Discussion.

**Vote:** Mayor Lacascia - aye, Vice Mayor Harris - aye, Commissioner Carroll - aye

**Motion carried 3/0.**

**CITY MANAGER ITEMS** - None

**CITY ATTORNEY ITEMS** - None

**COMMISSIONER ITEMS**

**Vice Mayor Harris** – Complimented staff on their work for Safe Haven Halloween 2017 and the Public Works for getting the park equipment installed at the park.

**Commissioner Blethen** – Absent

**Commissioner Kimsey** – Absent

**Commissioner Carroll** – Thanked everyone for coming.



**Mayor LaCascia** – Complimented staff on a great Safe Haven 2017.

**ANNOUNCEMENTS** - None

**ADJOURNMENT** – 7:45 pm

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Patricia Jackson, City Manager

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Joe LaCascia, Mayor



## Polk City City Commission Agenda Form

Meeting Date: November 20, 2017

Item Number: Consent Agenda

<b>Subject:</b> Departmental Monthly Reports	
<b>Department:</b> Various Departments	
<b>Summary:</b> Monthly Department Reports for Building, Library, Sheriff's Office, Public Works	
<b>Requested Commission Action:</b> Approval of Department Reports via Consent Agenda	
<b>Financial Impact:</b> None	
<b>Attachments:</b> X	<b>Supporting Documents Reviewed</b> X
<b>Submitting Department Head:</b> Patricia R. Jackson, City Manager	<b>Date:</b> 11/16/2017
<b>Approved by City Manager:</b>	<b>Date:</b>

**Polk City Permits Added**  
*Sept 2017*

<u>Worktype &amp; Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
<b>1 &amp; 2 FAMILY</b>			
407472	181 LAYNEWADE RD POLK CITY	\$200,000.00	09/25/2017
404905	552 NARROW POND LN POLK CITY	\$270,000.00	09/05/2017
406350	8852 SUNAPEE LOOP POLK CITY	\$200,000.00	09/19/2017
		<u>\$670,000.00</u>	
<b>RE-ROOF RESIDENTIAL</b>			
406171	216 TRAIL VIEW WAY POLK CITY	\$6,800.00	09/18/2017
		<u>\$6,800.00</u>	
<b>RESIDENTIAL ACCESSORY STRUCTRE</b>			
407474	509 EDGEWATER DR POLK CITY	\$30,000.00	09/25/2017
		<u>\$30,000.00</u>	
<b>SIGN ON PREMISE</b>			
405124	120 COMMONWEALTH AVE #101 N POLK CITY	\$1,890.00	09/06/2017
		<u>\$1,890.00</u>	
		<u>\$708,690.00</u>	

*90 SFR Permits to Date*

## Polk City Permits Added

Oct 2017

<u>Worktype &amp; Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
<b>1 &amp; 2 FAMILY</b>			
412903	8862 HINSDALE HEIGHTS DR POLK CITY	\$200,000.00	10/18/2017
414423	8866 HINSDALE HEIGHTS DR POLK CITY	\$200,000.00	10/24/2017
411102	8897 HINSDALE HEIGHTS DR POLK CITY	\$200,000.00	10/11/2017
416622	170 LAYNEWADE RD POLK CITY	\$250,000.00	10/31/2017
416660	8524 RINDGE RD POLK CITY	\$200,000.00	10/31/2017
411105	8840 SUNAPEE LOOP POLK CITY	\$200,000.00	10/11/2017
411111	8848 SUNAPEE LOOP POLK CITY	\$200,000.00	10/11/2017
414428	8856 SUNAPEE LOOP POLK CITY	\$200,000.00	10/24/2017
411089	8876 SUNAPEE LOOP POLK CITY	\$200,000.00	10/11/2017
		<u>1,850,000.00</u>	
<b>DEMOLITION/RESIDENTIAL</b>			
414407	8906 HWY 33 WAREHOUSE N POLK CITY	\$31,000.00	10/24/2017
		<u>\$31,000.00</u>	
<b>RE-ROOF RESIDENTIAL</b>			
411153	408 BASCOM CT POLK CITY	\$5,723.00	10/11/2017
411758	7781 BERKLEY RD POLK CITY	\$5,700.00	10/12/2017
411745	361 CRAPE MYRTLE LN POLK CITY	\$10,400.00	10/12/2017
413625	237 LARKSPUR LN POLK CITY	\$2,475.00	10/19/2017
		<u>\$24,298.00</u>	
<b>SCREEN CAGE/SCREEN ROOM</b>			
416253	101 BAYBERRY DR POLK CITY	\$3,100.00	10/30/2017
		<u>\$3,100.00</u>	
		<u>1,908,398.00</u>	

99 SFR Permits to Date



**POLK COUNTY SHERIFF'S OFFICE  
DEPARTMENT OF LAW ENFORCEMENT**

*STATISTICAL DATA*

West Division

November 6, 2017

Northwest District

To: Patricia Jackson , City Manager  
 From: Deputy Christina Poindexter #7376  
 Subject: Statistical report for October, 2017.

ACTIVITY	
FELONY ARREST	0
AFFIDAVITS FELONY	0
MISDEMEANOR ARREST	0
AFFIDAVITS MISDEMEANOR	0
OUT OF COUNTY/STATE WARRANT ARRESTS	0
PROCAP WARRANT ARREST	0
TOTAL ARRESTS	0
SEARCH WARRANTS	0
FIELD INTERROGATION REPORTS	0
TRAFFIC CITATIONS	0
INTELLIGENCE REPORTS	1
STOLEN PROPERTY RECOVERED	\$0
HRS. TRANSPORTING/ AGENCIES/DIVISIONS	0
OFFENSE REPORTS	8
NARCOTICS SEIZED	0
ASSETS SEIZED	\$0.00
PATROL NOTICES	0
FOXTROT REPORTS	2
TOW-AWAY NOTICES	1
COMMUNITY CONTACTS	350
TRAFFIC STOPS	1
TOTAL DISPATCHED CALLS FOR SERVICE	32



In October 2017, there were three (3) PROCAP captured crimes as compared to five (5) in 2016. During the month one (1) Grand Theft was reported from a residence at 512 Rosewood Lane (possible suspect ex-girlfriend) case is pending. Two Petit thefts were reported an unknown suspect removed two tires from an abandoned vehicle on the side of I4 after it had broken down with the owner. There are no further leads in this case. The second petit theft occurred at 501 Commonwealth Ave. The reportee placed his cell phone outside the building to charge from an exterior outlet. When the reportee returned from inside the store the phone had been removed. There was no video to support this incident. Case is pending further investigation.

Case No	Inc From	Inc To	DOW	Location	Narrative	PRINTS	CASE STATUS	DET
<b>GRAND THEFT</b>								
PCSO-170047016	2017-10-14 / 2000hrs	2017-10-15 / 0600hrs	Sun	512 ROSEWOOD LN	poss known susp removed \$1500 cash from victs dresser drawer; vict believes his ex-girlfriend, Angela Wooten WF 020276 may be responsible; prints obtained from dresser		Pending	Walker
<b>PETTIT THEFT</b>								
PCSO-170047799	2017-10-19 / 1900hrs	2017-10-20 / 1040hrs	Fri	4100 I4 W	Unk susp removed 2 tires from the left side while it was disable on the side of I4 <b>Victim will not contact me back</b>	No	NFL	NFL
PCSO-170049486	2017-10-28 / 1900hrs	2017-10-28 / 2020hrs	Sat	501 COMMONWEALTH AVE SW DOLLAR GENERAL	Unk susp removed a Alcatel cell phone and a cell phone charger that was sitting on the newspaper box outside store charging / Vict feels that subject by name of Keith Knight removed the phone / Vict made contact at the store again on 10/30 with Knight who denied taking phone			

	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec		YTD Totals		Monthly Change		YTD Average			
	B	T	B	T	B	T	B	T	B	T	B	T	B	T	B	T	B	T	B	T	B	T	B	T	B	T	B	T	B	T		
Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Burg. Business	0	0	0	0	0	1	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0%	0.2	0.1		
Burg. Residence	0	2	0	0	0	0	1	0	0	2	2	0	0	0	0	1	0	0	0	0	0	0	0	3	0	4	4	0%	0.4	0.4		
Burg. Structure	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0%	0.0	0.1		
Burg. Conveyance	0	1	0	0	0	0	2	0	3	0	2	1	0	0	0	0	0	0	0	1	0	0	0	0	8	2	0%	0.8	0.2			
Vehicle Theft	1	0	0	1	0	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	2	0	0	0	4	1	0%	0.4	0.1			
Grand Theft	0	0	0	2	0	2	1	1	0	3	0	0	0	3	1	2	0	1	3	1	0	0	1	0	5	15	0%	0.5	1.5			
Petit Theft	0	0	0	1	0	1	0	1	0	0	0	0	0	0	1	0	0	1	0	0	2	0	0	1	5	1	5	200%	0.1	0.5		
Mail Theft	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	1	0	0%	0.1	0.0			
Retail Theft	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0%	0.3	0.0			
Criminal Mischief	0	0	0	1	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	2	0	1	0	2	1	0%	0.2	0.1			
<b>Totals</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>6</b>	<b>1</b>	<b>4</b>	<b>6</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>7</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>5</b>	<b>3</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>30</b>	<b>30</b>	<b>200%</b>	<b>3.0</b>	<b>3.0</b>				
<b>% Change</b>	<b>50%</b>	<b>500%</b>	<b>300%</b>	<b>-67%</b>	<b>25%</b>	<b>-86%</b>	<b>200%</b>	<b>0%</b>	<b>-50%</b>	<b>-40%</b>	<b>N/A</b>	<b>N/A</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>		

# PUBLIC WORKS MONTHLY REPORT

## REPORT PERIOD

September 1 – 30, 2017

## PREPARED BY

Keith Prestage  
*Public Works Director*

## STATUS SUMMARY

List of projects started and/or finished during the month of September.

## PROJECT OVERVIEW

TASK	% COMPLETE	NOTES
Prep and recovery work for hurricane Irma, i.e., trimming, securing equipment, purchasing supplies, ordering, servicing, and placing equipment in storage or usage including generators (3-5) at 3 lift stations, the Water Plant, and the Bronson Building.	100%	
On site/On call during hurricane warning and landfall on Florida for emergency response	100%	
Serviced generators, moved and distributed emergency Red Cross/FEMA supplies to Bronson Center for distribution to residents	100%	
Mowed and trimmed right-of-way locations, fishing pier, parks, public buildings, lift stations, water treatment plants, retention ponds, ditches, and medians.	Ongoing	
Continued recovery from hurricane Irma by clearing debris on City properties, road side, and the city section of Van Fleet Trail	Ongoing	
Cleaned and maintained the Government Center, Bronson Community Center, and the Activity Center.	Ongoing	



## Polk City Commission Agenda Form

Meeting Date: November 20, 2017  
Item Number: 1

<b>Subject:</b>	
Ordinance 2017-05 – Amending the final budget for Fiscal Year 2016-2017	
<b>Department:</b>	
Executive	
<b>Summary:</b> Approval of FY 2016-2017 Budget Amendment Items listed in Exhibit "A". The expenditures are 1) audio/video in Commission Chambers – per Commission. 2) Professional Services in Building and Zoning (inspections and DEO Grant). 3) City Hall Repairs and Maintenance. 4) Purchase of Jeep Compass per Commission. 5) Emergencies and Contingencies and 6) Polk Regional Combined Projects Phase 1 (paid from water impact fees; Commission Approved Agreement). The budget will be increased by \$338,253; making the total FY 2016-2017 Budget \$4,454,124 – Second Reading	
<b>Requested Commission Action:</b>	
Move to approve Ordinance 2017-05, Amending the Fiscal Year 2016-2017 Budget, on Second and Final Reading.	
<b>Financial Impact:</b>	
\$ 338,253.00 (increase)	
Attachments:           X	Supporting Documents Reviewed           X
Submitting Department Head:	Date:
Patricia R Jackson, City Manager	11/16/17
Approved by City Manager:	Date:
Patricia R Jackson, City Manager	11/16/17
Commission Action: <input type="checkbox"/> Approved as Recommended	
<input type="checkbox"/> Approved with Modifications	
<input type="checkbox"/> Tabled to Time Certain     Date: _____	
<input type="checkbox"/> Denied	



**ORDINANCE 2017-05**

**AN ORDINANCE OF POLK CITY, FLORIDA; AMENDING THE FINAL BUDGET; REALLOCATING AND REAPPROPRIATING MONIES WITHIN THE BUDGET FOR FISCAL YEAR 2016-2017; PROVIDING FOR ALL OTHER ITEMS IN THE BUDGET OF EXPENSES TO REMAIN UNCHANGED; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of Polk City did on September 27, 2016, adopt a final budget for Polk City through and by Ordinance 2016-04; and,

**WHEREAS**, Polk City Code of Ordinances (the "Code") sets the level of budgetary control at the fund level; and,

**WHEREAS**, in order to comply with the Code, it is necessary to amend the final budget for fiscal year 2016-2017;

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF POLK CITY, FLORIDA:**

**SECTION 1. REAPPROPRIATED REVENUE; MODIFIED BUDGET.**

The final budget for Polk City for the fiscal year 2016-2017 shall be set forth in the Budgeted Revenues and Expenditures, which is attached hereto and incorporated herein as "Exhibit A", with any modifications adopted at the public hearing held on the 20<sup>th</sup> day of November, 2017, as shown by the changed figures for any such items changed. If there are no changes to the figures in the proposed columns, then the figures and the budget adopted for fiscal year 2016-2017 shall stand as the final budget for that fiscal year. The revenue received by the Polk City, Florida, from the sources of revenue identified in Exhibit A are not otherwise allocated or pledged are hereby re-appropriated and re-designated for the payment of general governmental expenditures and other municipal expenditures incident to the operation of the City in all governmental functions and capacities, as the same are designated, adjusted and set forth in the reallocation of funds for the fiscal year 2016-2017, attached as Exhibit A.

**SECTION 2. CONFLICTS.** All other provisions of Ordinance 2014-07 and the 2014-2015 budget of expenses which are not in conflict with this or any part of the Ordinance shall remain unchanged and in full force and effect.

**SECTION 3. SEVERABILITY.** If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Ordinance are hereby declared severable.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its adoption as a non-emergency ordinance in accordance with chapter 166, Florida Statutes.

**INTRODUCED AND PASSED** on first reading in regular session of the City Commission of Polk City this the 16<sup>th</sup> day of October, 2017

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Patricia R. Jackson, City Manager

\_\_\_\_\_  
Joe LaCascia, Mayor

**PASSED AND CERTIFIED AS TO PASSAGE** on the second reading by the City Commission of the City of Polk City, Florida, at regular session this 20<sup>th</sup> day of November, 2017

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Patricia R. Jackson, City Manager

\_\_\_\_\_  
Joe LaCascia, Mayor

**APPROVED AS TO FORM & LEGALITY**

\_\_\_\_\_  
Thomas A. Cloud, City Attorney



# Polk City City Commission Agenda Form

Meeting Date: November 20, 2017

Item Number: 2

**Subject:**

Ordinance 2017-06 – Authorizing the borrowing of not to exceed \$1,400,000 from Citizens Bank & Trust for the purpose of refunding Capital Improvement Revenue Bonds, Series 2007

**Department:**

City Attorney

**Summary:**

The City Commission approved to pay off the USDA Bond by borrowing the funds from Citizens Bank and Trust. The interest rate is lower and the loan will be paid off in 15 years versus 20 years; the savings is estimated at \$287,858.

**Requested Commission Action:**

Move to approve Ordinance 2017-06 on Second and Final Reading.

**Financial Impact:**

Additional \$14,779 per year (this has been budgeted for

**Attachments:**

X

**Supporting Documents Reviewed**

X

**Submitting Department Head:**

Patricia R. Jackson, City Manager

**Date:**

11/16/2017

**Approved by City Manager:**

Patricia R. Jackson, City Manager

**Date:**

11/16/2017



**ORDINANCE 2017-06**

**AN ORDINANCE OF POLK CITY, FLORIDA, FOR THE PURPOSE OF AUTHORIZING THE BORROWING OF NOT TO EXCEED \$1,400,000 FROM CITIZENS BANK & TRUST FOR THE PURPOSE OF REFUNDING CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2007; PLEDGING A FIRST PRIORITY LIEN ON THE CITY'S COMMUNICATION SERVICES TAX AND HALF-CENT SALES TAX TO SECURE THE PAYMENT THEREOF; PROVIDING FOR THE RIGHTS OF THE CREDITOR; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF POLK CITY OF POLK COUNTY, FLORIDA:**

**SECTION 1. AUTHORITY FOR THIS ORDINANCE.** This Ordinance is enacted pursuant to the provisions of the Constitution of Florida; the Charter of Polk City, Florida (the "City"); Chapter 166, Part II, Florida Statutes; and other applicable provisions of law (collectively, the "Act").

**SECTION 2. FINDINGS.** The Polk City Commission hereby determines and finds that:

(1) The City previously found, determined, and declared that, for the benefit of its inhabitants, it was necessary for the continued preservation of the health, welfare, convenience and safety of the City and its inhabitants to provide funds to finance the acquisition, construction and erection of a new City Hall/Public Works Facility (hereafter "City Hall").

(2) The Series 2007 Bonds were issued to pay the cost of any land or interest therein or of any fixtures or equipment, or property necessary or convenient therefor, the costs of labor and materials to complete such construction, engineering and legal expenses, fiscal expenses, expenses for estimates of costs and revenues, expenses for plans, specifications and surveys, interest during construction, administration expenses, and other necessary miscellaneous expenses.

(3) The Series 2007 Bonds were issued pursuant to the Constitution and laws of the State of Florida, including Chapter 166, Part II, Florida Statutes, and other applicable provisions of law (the "Act"), and pursuant and subject to the terms and conditions of Ordinance No. 1087 enacted by the City Council of the City on October 11, 2005 (the "Ordinance"), and Resolution No. 2007-07 adopted by the City Council of the City on December 11, 2007 (the "Bond Resolution").

(4) The City now has the opportunity to recognize substantial annual savings through the refunding of the Series 2007 Bonds.

(5) Section C-13.D (6) of the City Charter requires that to authorize the borrowing of money, the City Commission must do so by ordinance.

(6) For the benefit of its inhabitants, Polk City, Florida (hereinafter sometimes called the "City") finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the City and its inhabitants to refund certain outstanding obligations hereinafter referred to as the "Refunded Obligations," which will be refunded with the proceeds from the Loan herein authorized.

(7) It is deemed necessary and desirable for the City to borrow funds from Citizens Bank & Trust in an aggregate principal amount not exceeding \$1,400,000 (the "2017 Loan" or "Loan"). It is further deemed necessary and desirable to pledge a first priority security interest in the net revenues of the City's communications service tax and half-cent sales tax to the payment of the principal of, a redemption premium, if any, and the interest on the 2017 Loan herein authorized.

(8) The City shall not be obligated to levy any taxes on any real or personal property to pay the principal of or interest on the 2017 Loan hereinafter authorized. The 2017 Loan borrowed pursuant to this Ordinance shall not constitute a lien upon any property, real or personal, of the City or situated within its corporate limits, except the non-ad valorem revenues pledged as security therefore as provided above.

**SECTION 3. AUTHORIZATION OF LOAN.** Subject and pursuant to the provisions of this Ordinance, obligations of the City to be known as "Polk City, Florida, City Hall Capital Improvement Revenue Bond Refunding Loan, 2017" (hereinafter the "2017 Loan") is hereby authorized to be borrowed from time to time as designated for such purposes by subsequent resolution of the City. Obligations of the City to be known as "Polk City, Florida, City Hall Capital Improvement Revenue Bond Refunding Loan, 2017" are hereby authorized to be borrowed in an aggregate principal amount not exceeding One Million Four Hundred Thousand Dollars (\$1,400,000) from Citizens Bank & Trust for the purpose of providing funds to refund all or a portion of the costs of as described by subsequent resolution of the City, to refund the Refunded Obligations identified by subsequent resolution of the City, to pay costs of issuance thereof, and other uses relating to the foregoing. Granting a first priority security interest in the City's communications service tax and half-cent sales tax as security for the 2017 Loan is hereby authorized.

**SECTION 4. DETAILS OF LOAN.** The City shall, by subsequent resolution or resolutions, determine, or provide for the forms of and determination of, the terms and conditions of such Loan not inconsistent with the provisions hereof and of the Act, including, without limitation, the manner of execution of the Loan(s), the place of payment thereof, the principal amount of the Loan(s), principal and interest payment dates, the terms relating to the payment of interest thereon (provided that the interest rate or rates thereon shall not exceed the maximum rate permitted by applicable law), the conditions to the issuance of additional indebtedness on a parity or subordinated



basis as to security and source of payment with the Loan, terms with respect to optional or mandatory redemption or tender for purchase, terms with respect to any credit enhancement or liquidity facilities with respect to the Loan, the pledge of the communications service tax and half-cent sales tax to secure such indebtedness and any payment obligations with respect to credit enhancement or liquidity facilities, operations and financial covenants with respect to the Loan repayment and such other matters relating thereto as shall not be inconsistent with the terms hereof and of the Act.

**SECTION 5. CONFLICTS WITH PRIOR ORDINANCES AND RESOLUTIONS.**

To the extent any prior City resolutions or ordinances are in conflict or inconsistent with this Ordinance, including specifically Ordinance Numbers 2011-1278 and 2011-1282, then, to the extent of such conflict or inconsistency, they are hereby superseded by this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its enactment.

**PASSED ON FIRST READING** this 30th day of October, 2017.

**PASSED ON SECOND READING** this 20th day of November, 2017.

**POLK CITY, FLORIDA**

\_\_\_\_\_  
Joe LaCascia, Mayor

ATTEST:

\_\_\_\_\_  
Patricia R. Jackson, City Clerk

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
Thomas A. Cloud, City Attorney



## Polk City Commission Agenda Form

Meeting Date: November 20, 2017  
Item Number: 3

<b>Subject:</b>	
<b>PUBLIC HEARING - Ordinance 2017-07 - City-Initiated Text Amendment to the Polk City Comprehensive Plan - City-initiated text amendment to the Polk City Comprehensive Plan to add policies to allow for the Transfer of Development Rights from the Polk City Exemption Area to the Polk City Special Protection Area. First Reading</b>	
<b>Department:</b>	
Executive	
<b>Summary:</b>	
The attached amendments to the Polk City Comprehensive Plan are proposed to provide policies regarding Transfer of Development Rights from the Polk City Exemption Area to the Polk City Special Protection Area.	
<b>Requested Commission Action:</b>	
Approve Ordinance 2017-07 on First Reading.	
<b>Financial Impact: N/A</b>	
Attachments:       X	Supporting Documents Reviewed       X
Submitting Department Head:	Date:
Patricia R Jackson, City Manager	11/16/17
Approved by City Manager:	Date:
Patricia R Jackson, City Manager	11/16/17
Commission Action:	
<input type="checkbox"/>	Approved as Recommended
<input type="checkbox"/>	Approved with Modifications
<input type="checkbox"/>	Tabled to Time Certain     Date: _____
<input type="checkbox"/>	Denied



**ORDINANCE 2017-07**

**AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE POLK CITY COMPREHENSIVE PLAN TO ADD POLICY 4.6 TO PROVIDE POLICIES TO ADDRESS THE TRANSFER OF DEVELOPMENT RIGHTS FROM THE POLK CITY EXEMPTION AREA TO THE POLK CITY SPECIAL PROTECTION AREA; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and mandates the City of Polk City, Florida to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; and

**WHEREAS**, in City Commission recognizes that there are environmentally sensitive areas within the Polk City Green Swamp Exemption Area where development entitlements would be better transferred to other areas of the City including the Polk City Special Protection Area of the Green Swamp Area of Critical State Concern;

**WHEREAS**, the City Commission of the City of Polk City has determined that it would be in the best interest of the public health, safety and general welfare of the residents to provide policies addressing the transfer of development rights from the Polk City Green Swamp Exemption Area to the Polk City Special Protection Area of the Green Swamp Area of Critical State Concern; and

**WHEREAS**, has the City Commission has determined it necessary to adopt amendments to the City's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

**WHEREAS**, in exercise of its authority the City Commission has determined that for the basis of adopting the said amendments in Exhibit "A," the City shall adopt a Map as part of the Future Land Use Map Series to address locations for the transfer of development rights incorporated herein as **Exhibit "B"**, and by this reference made a part hereof; and

**WHEREAS**, pursuant to Section 163.3184, Florida Statutes, the City Commission held public hearings on Ordinance 2017-07, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF POLK CITY, FLORIDA:**

**Section 1.** The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the City Commission as the legislative findings and intent pertaining to this Ordinance.

**Section 2.** The City of Polk City hereby amends the Future Land Use Element of its Comprehensive Plan. Said amendments are set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**Section 3.** The City of Polk City hereby amends the Future Land Use Map Series to add the Transfer of Development Rights Map as set forth in **Exhibit "B"** attached hereto and by this reference made a part hereof.

**Section 4.** This Ordinance shall be codified in the Code of Ordinances of the City of Polk City, Florida. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of Polk City. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 5.** If any provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this Ordinance are hereby declared severable.

**Section 6.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 7.** The effective date of these amendments, if the amendments are not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, the amendments shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendments to be in compliance. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, the amendments may nevertheless be made effective by adoption of a resolution affirming the effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

**INTRODUCED, PASSED on FIRST READING, this \_\_\_ day of \_\_\_\_\_, 2017.**

\_\_\_\_\_  
**Joe LaCascia, Mayor**

**ATTEST:**

**Approved as to form and correctness**

\_\_\_\_\_  
**Patricia R. Jackson, City Clerk**

\_\_\_\_\_  
**Thomas A. Cloud, City Attorney**

**PASSED AND DULY ADOPTED ON SECOND READING, with a quorum present and voting by the City Commission of the City of Polk City, Florida meeting in Regular Session this \_\_\_ day of \_\_\_\_\_, 2017.**

\_\_\_\_\_  
**Joe LaCascia, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Patricia R. Jackson, City Clerk**



**ORDINANCE 2017-07**  
**EXHIBIT "A"**

**PROPOSED AMENDMENTS**

**CITY OF POLK CITY COMPREHENSIVE PLAN**  
**GOALS, OBJECTIVES, AND POLICIES**

**TO PROVIDE POLICIES SPECIFIC TO THE**  
**TRANSFER OF DEVELOPMENT RIGHTS**

- The following amendments to the Polk City Comprehensive Plan are proposed to provide policies regarding Transfer of Development Rights from the Polk City Exemption Area to the Polk City Special Protection Area.
  - Text shown in gray shading as underlined is text to be added and text shown as ~~strikeout~~ is text to be removed.
- 

**Policy 4.6.1.: Transfer of Development Rights from the Polk City Exemption Area to the Polk City Special Protection Area**

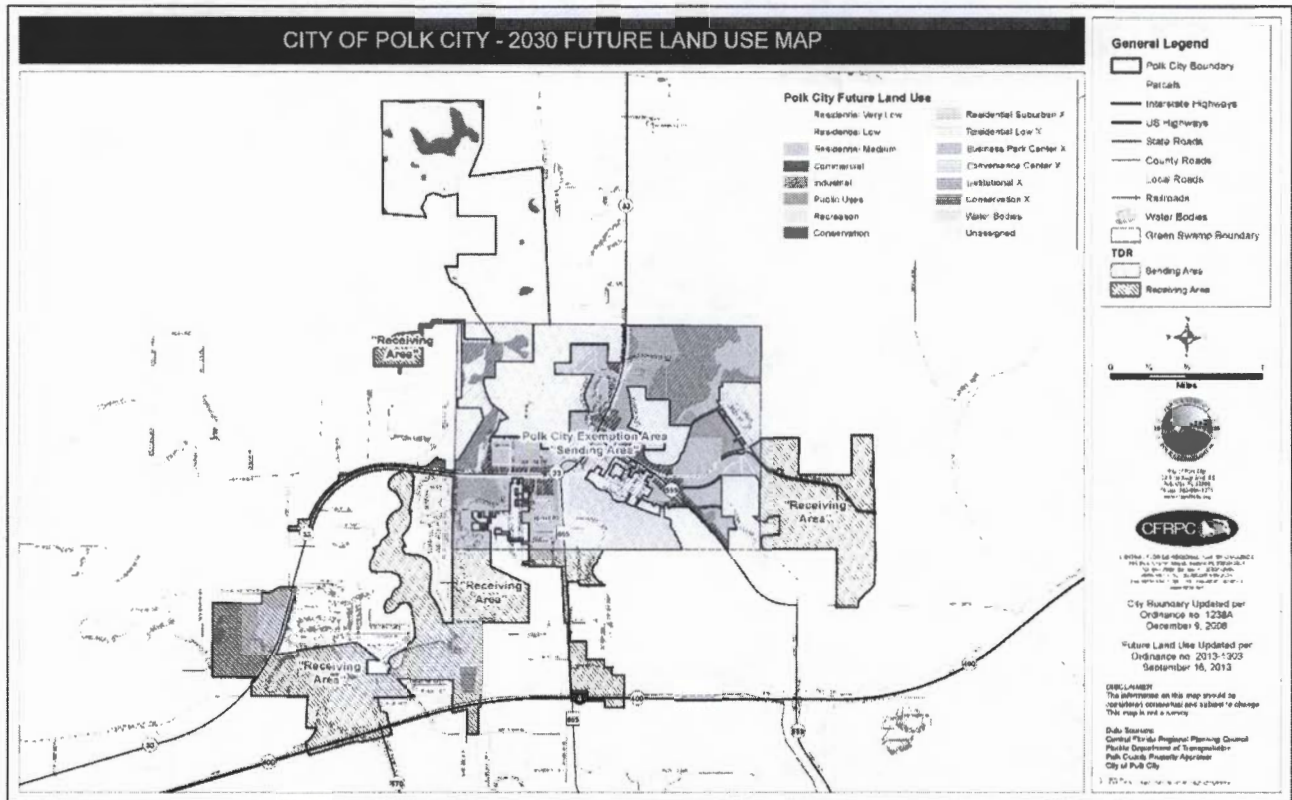
- A. Transferring of residential density from the Polk City Exemption Area to the Polk City Special Protection Area (SPA) may be allowed when the environmental sensitivity and significance is greater in the Exemption Area than in the Polk City SPA.
- i. Sending and receiving areas are shown on the Future Land Use Map Series.
  - ii. Receiving areas may not exceed a gross density of nine (9) dwelling units per acre including base density and transferred units. Clustering of single family unit product shall be required and the gross density of single family dwelling units shall not exceed five (5) dwelling units per acre. The gross density of multifamily dwelling units shall not exceed nine (9) dwelling units per acre.
  - iii. Mitigation for any environmental impacts must be demonstrated prior to approval of the transfer of development rights.
  - iv. The receiving properties must be a minimum of 10 acres.
  - v. A recorded legal instrument, including number of units transferred to the receiving property must be filed demonstrating the transfer of development rights.



- vi. The undeveloped portion of such tracts that is the sending parcel, and is used to transfer development density to the receiving parcel, pursuant to the transfer provisions and requirements of the transfer of development rights ordinance, must be reserved in either an agriculture, open space or conservation easement. The use of the agriculture, recreation and open space, or conservation easement for other purposes shall require an equivalent transfer of density from another parcel.
- B. The procedures to transfer of development rights shall be set forth in City's Land Development Code.

# ORDINANCE 2017-07 EXHIBIT "B"

## Proposed new map to the Future Land Use Map Series





# Polk City Commission Agenda Form

Meeting Date: November 20, 2017  
Item Number: 4

<b>Subject:</b>	
<b>PUBLIC HEARING - Ordinance 2017-08 - AN ORDINANCE OF THE CITY OF POLK CITY, FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE OF THE CITY OF POLK CITY, FLORIDA; SPECIFICALLY, TO AMEND THE TEXT IN ARTICLE 7, DEVELOPMENT APPROVAL PROCESS TO PROVIDE A NEW SECTION 7.12.00, TRANSFER OF DEVELOPMENT RIGHTS; AND AMENDING ARTICLE 9, DEFINITIONS TO ADD DEFINITIONS RELATED TO THE TRANSFER OF DEVELOPMENT RIGHTS; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREIN; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.</b>	
<b>Department:</b> Executive	
<b>Summary:</b> The attached amendments to the Polk City Land Development Code are proposed to provide policies regarding Transfer of Development Rights from the Polk City Exemption Area to the Polk City Special Protection Area within the City of Polk City.	
<b>Requested Commission Action:</b>  Approve Ordinance 2017-08 on First Reading.	
<b>Financial Impact: N/A</b>	
Attachments:           X	Supporting Documents Reviewed           X
Submitting Department Head:	Date:
Patricia R Jackson, City Manager	11/16/17
Approved by City Manager:	Date:
Patricia R Jackson, City Manager	11/16/17
Commission Action: <input type="checkbox"/> Approved as Recommended	
<input type="checkbox"/> Approved with Modifications	
<input type="checkbox"/> Tabled to Time Certain     Date: _____	
<input type="checkbox"/> Denied	



## ORDINANCE 2017-08

**AN ORDINANCE OF THE CITY OF POLK CITY, FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE OF THE CITY OF POLK CITY, FLORIDA; SPECIFICALLY, TO AMEND THE TEXT IN ARTICLE 7, DEVELOPMENT APPROVAL PROCESS TO PROVIDE A NEW SECTION 7.12.00, TRANSFER OF DEVELOPMENT RIGHTS; AND AMENDING ARTICLE 9, DEFINITIONS TO ADD DEFINITIONS RELATED TO THE TRANSFER OF DEVELOPMENT RIGHTS; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREIN; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3167(c), Florida Statutes, empowers the City to adopt land development regulations to guide the growth and development of the City; and

**WHEREAS**, in City Commission recognizes that there are environmentally sensitive areas within the Polk City Green Swamp Exemption Area where development entitlements would be better transferred to other areas of the City including the Polk City Special Protection Area of the Green Swamp Area of Critical State Concern;

**WHEREAS**, the City Commission of the City of Polk City has determined that it would be in the best interest of the public health, safety and general welfare of the residents to provide policies addressing the transfer of development rights from the Polk City Green Swamp Exemption Area to the Polk City Special Protection Area of the Green Swamp Area of Critical State Concern within the city; and

**WHEREAS**, pursuant to Section 166.041(c)2, Florida Statutes, the Planning Commission and the City Commission have held meetings and hearings to amend the **Unified Land Development Code as presented in the attached exhibit**, such exhibit attached as Exhibit "A" and made a part hereof; and, the meetings were advertised and held with due public notice, to obtain public comment; and having considered written and oral comments received during public hearings, find the changes necessary and appropriate to the needs of the City; and

**NOW, THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF POLK CITY, FLORIDA** that the **Unified Land Development Code of the City of Polk City** is amended as set forth in Exhibit "A".

**Section 1.** The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the City Commission as the legislative findings and intent pertaining to this Ordinance.



**Section 2.** The City of Polk City hereby amends the Land Development, amendments are set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**Section 3.** This Ordinance shall be codified in the Code of Ordinances of the City of Polk City, Florida. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of Polk City. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 4.** If any provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this Ordinance are hereby declared severable.

**Section 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** The effective date of these amendments, if the amendments are not timely challenged, shall be 45 days after the State Land Planning Agency notifies the local government that the amendment package is complete. If timely challenged, the amendments shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendments to be in compliance. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, the amendments may nevertheless be made effective by adoption of a resolution affirming the effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

**INTRODUCED, PASSED on FIRST READING, this \_\_\_ day of \_\_\_\_\_, 2017.**

\_\_\_\_\_  
**Joe LaCascia, Mayor**

**ATTEST:**

**Approved as to form and correctness**

\_\_\_\_\_  
**Patricia R. Jackson, City Clerk**

\_\_\_\_\_  
**Thomas A. Cloud, City Attorney**

**PASSED AND DULY ADOPTED ON SECOND READING**, with a quorum present and voting by the City Commission of the City of Polk City, Florida meeting in Regular Session this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**Joe LaCascia, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Patricia R. Jackson, City Clerk**

**ORDINANCE 2017-08  
EXHIBIT "A"**

**PROPOSED AMENDMENTS**

**CITY OF POLK CITY LAND DEVELOPMENT CODE**

**TO PROVIDE REGULATIONS SPECIFIC TO THE  
TRANSFER OF DEVELOPMENT RIGHTS**

- The following amendments to the Polk City Land Development Code are proposed to provide policies regarding Transfer of Development Rights from the Polk City Exemption Area to the Polk City Special Protection Area within the City of Polk City.
  - Text shown in gray shading as underlined is text to be added and text shown as ~~strikeout~~ is text to be removed.
- 

**ARTICLE 9: DEFINITIONS** *The definitions below relate to Transfer of Development Rights (TDRs) and are proposed to be added to Article 9: Definitions*

**Deed of transfer of development rights.**

A legal document which transfers the ownership of specified transferable development rights from the owner of the Sending Area to the owner of the Receiving Area, and which is recorded in the Public Records of Polk County, Florida.

**Sending area.**

An area containing the land based resource which the TDR program is designed to protect, as specified in Article 7, and from which development rights are transferred pursuant to provisions of Transfer of Development Rights Options of Article 7.

**Receiving area.**

An area containing the land-based resource which the TDR program is designed to benefit, as specified in Article 7, and from which development rights are received pursuant to provisions of Transfer of Development Rights Options of Article 7.

**Transfer of development rights (TDR) easement.**

An easement over real property that restricts the use of the property to agricultural, open space, or conservation use, as specified in easement.

**Release of development rights easements.**

The transfer of development rights Easement which will be placed on property from which density is transferred will remain on the property until additional development rights are restored to that property through a comprehensive plan amendment or through the acquisition of development rights transferred from another property.



## ARTICLE 7: DEVELOPMENT APPROVAL PROCESS

### Section 7.12.00: Transfer of Development Rights

*The text below is proposed to be added Article 7, Development Approval Process of the City of Polk City Land Development Code.*

#### **Section 7.12.00. Transfer of Development Rights - Purpose and intent.**

The purpose of this division is to provide for the protection of environmentally sensitive lands and to promote orderly growth in Polk City by allowing development rights to be severed from sending lands and transferred to sites where additional development can be accommodated. The transfer of development rights program is designed to protect natural resources, redistribute population densities, or development potential, to encourage the most efficient use of services and facilities. Further, it is the purpose and intent of this division to provide an alternative to the development of sending lands by establishing a mechanism to seek economic relief from the limitation of development imposed on these lands. Transfer of development rights can mitigate inequities in the valuation of land by providing a means of compensating landowners whose property is restricted, by permitting the sale of development rights, and making landowners in more intensively developed areas pay for the right to develop up to maximum density, by purchasing development rights.

#### **Section 7.12.01. Applicability.**

Development rights may be transferred from sending areas pursuant to the procedures contained in this Article, to property in incorporated Polk City which meets the qualifications to receive such density.

When a development is proposed that includes the Transfer of Development Rights, that development may warrant additional review including public workshops and hearings pending the merits of the application.

#### **Section 7.12.02. TDR program in general.**

The transfer of development rights (TDR) program allows a property owner to exceed his starting density by purchasing development rights from the property owner with land in a designated sending area as so to allow an increase up to the maximum density and allowed development types of the receiving site. In order to increase density, the site must meet the requirements to become a designated receiving area and follow the procedures as described in this Article. When development rights are transferred from the sending area to the receiving area, a TDR easement over the sending area shall be simultaneously recorded in the public records of Polk County, restricting future development potential.



**Section 7.12.03. Administration.**

- A. **General.** Except as otherwise specified, the transfer of development rights program shall be administered by the City Manager or designee.
- B. **Responsibilities.** The City Manager or designee shall be responsible for:
1. Establishing, administering and promoting the City's transfer of development rights program.
  2. Administering the transfer of development rights bank established by the Polk City Commission.
  3. Ensuring the orderly and expeditious processing of transfer of development rights applications under this division.
  4. Ensuring the contract for sale and purchase of development rights is executed and all deeds and easements are recorded in the public records of Polk County.
  5. Ensuring that the Property Appraiser's office is notified of all transfers of development rights.
  6. Ensuring that the Future Land Use Map, if applicable, is amended by a staff initiated Future Land Use Map amendment to reflect an appropriate Future Land Use designation for the sending area.

**Section 7.12.04. Sending area.**

- A. **General.** Sending areas represent in part those areas of the city that are designated by the City Commission to warrant protection. The owner of property in a designated sending area may transfer the development rights to a parcel of land in a designated receiving area, subject to the provisions of this section.
- B. **Eligible sending area shall include:**
1. **Lands designated as wetlands and floodplains,** on the Future Land Use Wetlands Overlay Map and Floodplains Overlay Map, or which may be designated as residential, on the Comprehensive Plan Future Land Use Map and the Zoning Map.
  2. **Other sites determined by the City Commission to be worthy of protection.** At such a time that the City Commission determines that a parcel of land is environmentally sensitive or preservation of the site is in the public interest, the parcel is eligible to become a designated sending area. The site shall be designated by resolution of the City Commission.

3. **Lands designated as agriculture** on the Comprehensive Plan Future Land Use Map and Agriculture on the Zoning Map.
- C. **Transfer rate.** The owner of land which is designated as a sending area may elect to transfer development rights as provided in this section. Residential development rights may be transferred from property consistent with the maximum density of the sending area's Future Land Use designation. All properties must be legal lots of record.
- D. **Computation of the development rights.** The number of development rights assigned to a sending area parcel of land shall be determined by the City Manager or designee as calculated below:
1. All development rights shall be in whole numbers, no fractions shall be permitted. Any fractional residential unit that may occur during calculations shall be converted upward, if one-half or more of a whole unit, or downward, if less than one-half of a whole unit, to the nearest whole unit.
  2. The amount of development rights assigned to a sending area parcel shall be reduced by one dwelling unit for every conforming residential structure situated on the property at the time of approval.
- E. **Restriction on future use.** Upon closing of the contract for sale and purchase, an appropriate document shall be recorded in the public records of Polk County for the Sending Area. In addition, the residential development of the subject property shall be considered severed. Conservation or agriculture easements shall satisfy all requirements of F.S. § 704.06.
- F. **Existing uses.** Residential dwelling units which existed prior to making application to transfer development rights shall be permitted to remain as legal conforming uses. All other uses shall be considered non-conforming.
- G. **Remaining land area.** If all of the development rights assigned to a sending area are not transferred off the site, the remaining development rights, if proposed for development, shall be developed in a manner consistent with its Comprehensive Plan Future Land Use designation and compatible with the surrounding area.

**Section 7.12.05. Receiving areas.**

Development rights shall only be transferred to those parcels which meet the qualifications for designation as receiving areas.

- A. **Eligible receiving areas.** In order to qualify as a receiving area for an increase in density above the starting densities allowed by the comprehensive plan a parcel must:
1. Be located within any of the residential urban land use designation mapped by the comprehensive plan and on the zoning atlas.



2. Be compatible with surrounding land uses.

3. Meet all concurrency requirements.

B. **Residential density bonus.** Approved planned unit development receiving areas may receive a density up to the maximum density allowed by the future land use designation.

**Section 7.12.06. Transfer of development rights: sending area procedure.**

A. **Sending parcel application.** The property owner of environmentally sensitive lands must make application for an administrative determination in order to be formally designated as a sending area. The purpose of this administrative determination is to ascertain the exact number of development rights the property owner is entitled. The application shall include, at a minimum:

1. Proof of ownership;

2. A legal description of the property;

3. Contract or option for the purchase and sale of development rights.

B. **Review process.**

1. Within 15 working days from receipt of the application, the City administrative staff shall complete a site check to ensure that the site has not been altered. Within five working days from completion of the site check, the City administrative staff shall complete a written recommendation to the City Manager or designee regarding the site.

2. Within five working days from receiving the staff recommendation, the City Manager or designee shall complete the review of the application.

C. **Written determination.** The property owner shall receive a written determination indicating how many development rights can be sold. The number of development rights for the site shall be documented and be kept on file at the City. The written document shall be valid for a period of 12 months.

D. **Transfer of development rights (TDR) Document.** Simultaneous with closing on the contract for purchase and sale of development rights, the owner of land in the sending area shall execute a recordable document, in a form acceptable to the City Commission. The document shall restrict future use of the land, shall satisfy all requirements of F.S. § 407.06, shall be recorded in the public records of Polk County, and shall run with the land and be binding with all current and subsequent owners of the servient estate in perpetuity.

E. **Re-submittal for application.** The owner of a sending parcel may re-apply until all development rights have been severed from the property.

F. **Development right certificates.** A Polk City Development Rights Certificate is a legal document which permits a property owner to retain and sell development rights after donating environmentally sensitive lands (sending areas) to the City. These lands shall be managed by the City or its designee. In such cases, TDRs shall be treated in a manner similar to retention of mineral rights and shall be recognized upon recording of a deed transferring ownership from the property owner to the City.

1. **Eligibility.** Development rights certificates shall only be issued to property owners with land in sending areas that donate the environmentally sensitive land to the city. The development rights certificate shall require that restrictions be placed on the sending area prior to the sale of those development rights. A minimum donation of ten acres is required.

2. **Issuance of the certificate.** Upon completion of the application process, and recordation of the deed transferring ownership of the property to Polk City, the property owner shall be issued a development rights certificate. The certificate shall indicate the exact number of development rights which can be sold, transferred, or traded, by the holder of such certificate. The certificate shall remain in effect until used in a designated receiving area in accordance with provisions of this division.

G. **Limitation.** The amount of development rights assigned to a sending area parcel, or indicated on a certificate, shall be reduced by one for every conforming residential structure situated on the property at the time of application.

#### **Section 7.12.07. Transfer of development rights: receiving area procedure.**

A. **General.** Transfer of development rights is considered a special density program and receiving areas shall be approved concurrent with issuance of a development order. The following procedures shall be followed in order to become a receiving area in Polk City.

B. **Pre-application conference.** Prior to submittal of an application requesting to be a receiving area, the applicant is encouraged to attend a pre-application conference with the planning staff, to review the proposed development, and the requirements and procedures of the transfer of development rights program.

1. **Submission of application.** An applicant for receiving area status must submit all necessary information and material, including a contract (or option) for sale and purchase of development rights, as required by the transfer of development rights program.



2. **Determination of sufficiency.** The City Manager or designee shall determine the sufficiency of an application for transfer of development rights within five working days from the receipt of the application.
  - a. **If it is determined that the application is not sufficient,** written notice shall be mailed to the applicant specifying the deficiencies within ten working days of the determination. The City Manager or designee shall take no further action on the application unless the deficiencies are remedied. If the deficiencies are not remedied within 20 working days, the application shall be considered withdrawn.
  - b. **If the application is determined sufficient,** the City Manager or designee will proceed to review the application pursuant to the procedures and standards of this division.
3. **Review and decision of the City Manager or designee.** Within 15 working days after the City Manager or designee determines the application is sufficient, the application shall be reviewed to determine if the applicant has complied with the preliminary requirements for a receiving area. A letter of agreement or development agreement incorporating the items of the letter must accompany the adequate facilities component of the application prior to issuance of a concurrency reservation or conditional concurrency. Reservations shall be based on the total density of the development including the density to be granted pursuant to the transfer of development rights program.
4. **Standards.** All applications for the transfer of development rights receiving area program shall comply with these standards:
  - a. The proposed development and request to be designated a receiving area for a density increase shall be compatible with surrounding land uses and consistent with the Comprehensive Plan.
  - b. The requested density increase shall not exceed the maximum density permitted by the Future Land Use designation.
5. **Issuance of a preliminary report.** A preliminary report prepared by the City Manager or designee shall be issued within seven working days of action or inaction. The report shall identify all conditions that must be fulfilled by the developer in order for the property to be designated a receiving area, and receive the requested or recommended increase in density.

**Section 7.12.08. Development review procedures for the transfer of development rights receiving area applicants.**

Upon the issuance of the preliminary report approving the request, the property owner shall proceed through the development approval process.

- A. Review and recommendation of City Manager or designee.** The City Manager or designee shall review the application, preliminary report, letter of agreement or development agreement and recommend approval, approval with conditions, or denial of the application based on the standards in this section, for all developments with density transfers.
- B. Review and recommendation of the Planning Commission.** Within 20 working days of the recommendation of the City Manager or designee, the Planning Commission shall consider the application, the preliminary report, the City Manager or designee's recommendation, the relevant support materials, and public testimony given at a hearing. After the close of the public hearing, the Planning Commission shall recommend to the City Commission approval, approval with conditions, or denial of the application and the proposed increase in density.
- C. City Commission findings.** In addition to finding that the standards to qualify as a receiving area and be eligible for an increase in density have been satisfied, by the City Commission shall require that:
1. The transfer of development rights is by deed, and the deed shall be recorded with the City in the same manner as a deed for real property before final site plan approval.
  2. The transfer is to eligible parcels of land which meet all the requirements of these regulations within which the transferred densities have been included and amended.
  3. The proposed development meets all concurrency requirements at the level of impact calculated to include the density transfer.
  4. If the transfer is between two private parties, at the time the transfer is approved, the entire sending area from which transfers will occur shall be subject to a conservation, open space, or agriculture easement, recorded and identified on the Zoning Map. Pending recording of the TDR easement, no development approvals or development permits will be issued for the receiving area.
  5. The proposed development and density are compatible with the surrounding area and land use.
- D. Conditions.** The City Manager or designee or the Planning Commission may recommend and the City Commission may impose such conditions in approval of a transfer of



development rights and designation of receiving area that are necessary to accomplish the purposes of the Comprehensive Plan and these regulations to prevent or minimize adverse effects upon the community.

**E. Notification to Property Appraiser's office.** Upon approval of the receiving area and recording of deeds of transfer and conservation easements the City Manager or designee shall notify, within five working days, the Property Appraiser's office in writing that property development rights have been transferred from the sending area to the receiving area in perpetuity and that:

1. The seller shall be entitled to reduction of taxes consistent with the development rights retained, if any, and the TDR easement placed on the property; and
2. The development rights transferred shall run with the receiving parcel and the parcel shall be reassessed at the approved density.

**Section 7.12.09. City-initiated land use amendment.**

Concluding the transfer of development rights and providing that all standards have been met and deeds of transfer and conservation easements recorded, the City administrative staff shall initiate a City Comprehensive Plan Future Land Use Map amendment to accurately reflect the use of the sending area parcel as Conservation or indicate that a TDR easement exists. The receiving area shall be designated the Future Land Use designation that reflects the approved density.

**Section 7.12.10. Accounting for TDR density.**

The City Manager or designee shall implement and maintain an "accounting" system for monitoring density transfers in the transfer of development rights program.



## Polk City City Commission Agenda Form

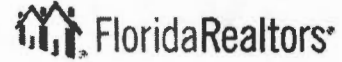
Meeting Date: November 20, 2017

Item Number: 5a

<b>Subject:</b> Offer to purchase vacant property owned by Polk City – Joseph and Kristi Merritt	
<b>Department:</b> Executive	
<b>Summary:</b> The City Manager has received a vacant land contract from Joseph & Kristi Merritt to purchase vacant property owned by Polk City. The property is located off Citrus Grove Blvd., North. This is an unsolicited offer to purchase.	
<b>Requested Commission Action:</b> Discuss the offer and what the requirements are of the City, if any.	
<b>Financial Impact:</b>	
<b>Attachments:</b> X	<b>Supporting Documents Reviewed</b> X
<b>Submitting Department Head:</b>  Patricia R. Jackson, City Manager	<b>Date:</b>  11/16/2017
<b>Approved by City Manager:</b>  Patricia R. Jackson, City Manager	<b>Date:</b>  11/16/2017



Vacant Land Contract



1. **Sale and Purchase:** Town of Polk City ("Seller")  
 and Joseph W. Merritt & Kristi R. Merritt ("Buyer")  
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 described as:  
 Address: 0 N Citrus Grove Blvd, Polk City, 33868  
 Legal Description: Parcel ID #'s 252629295302005010, 252629295302008010, 252629295302001010,  
252629295302006010 and All road right of ways within these properties to be closed and  
included in this sale .  
 SEC     /TWP     /RNG     of     County, Florida. Real Property ID No.:      
 including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency).....\$ 8,532.00  
 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
 Escrow Agent's Name:      
 Escrow Agent's Contact Person:      
 Escrow Agent's Address:      
 Escrow Agent's Phone:      
 Escrow Agent's Email:    

(a) Initial deposit (\$0 if left blank) (Check if applicable)  
 accompanies offer  
 will be delivered to Escrow Agent within     days (3 days if left blank)  
 after Effective Date .....\$ 500.00  
 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
 within     days (10 days if left blank) after Effective Date  
 within     days (3 days if left blank) after expiration of Feasibility Study Period .....\$      
 (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$      
 (d) Other:    .....\$      
 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
 to be paid at closing by wire transfer or other Collected funds .....\$ 8,032  
 (f)  (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
 unit used to determine the purchase price is  lot  acre  square foot  other (specify):      
 prorating areas of less than a full unit. The purchase price will be \$     per unit based on a  
 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
 accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the  
 calculation:    

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
 delivered to all parties on or before ASAP, this offer will be withdrawn and Buyer's deposit, if  
 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is  
 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer  
 has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on ASAP ("Closing Date"), unless specifically  
 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,  
 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,  
 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
 other items.

Buyer [Signature] and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 1 of 7 pages.  
 VAC-10 Rev 8/14 © Florida Association of Realtors®

51 **5. Financing: (Check as applicable)**  
 52 • (a)  **Buyer** will pay cash for the Property with no financing contingency.  
 53 • (b)  This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)  
 54 • specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective  
 55 • Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_  
 56 • days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,  
 57 • and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the  
 58 • Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be  
 59 • returned.  
 60 • (1)  **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_  
 61 • or \_\_\_\_\_% of the purchase price at (Check one)  a fixed rate not exceeding \_\_\_\_\_%  an  
 62 • adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate  
 63 • based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and **Broker** fully  
 64 • informed of the loan application status and progress and authorizes the lender or mortgage broker to  
 65 • disclose all such information to **Seller** and **Broker**.  
 66 • (2)  **Seller Financing:** **Buyer** will execute a  first  second purchase money note and mortgage to  
 67 • **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as  
 68 • follows: \_\_\_\_\_  
 69 • The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow  
 70 • forms generally accepted in the county where the Property is located; will provide for a late payment fee  
 71 • and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without  
 72 • penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on  
 73 • conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to  
 74 • keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**  
 75 • to obtain credit, employment, and other necessary information to determine creditworthiness for the  
 76 • financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not  
 77 • **Seller** will make the loan.  
 78 • (3)  **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to  
 79 • \_\_\_\_\_  
 80 • LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
 81 • \$ \_\_\_\_\_ per month, including principal, interest,  taxes and insurance, and having a  
 82 •  fixed  other (describe) \_\_\_\_\_  
 83 • interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the  
 84 • mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will  
 85 • purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or  
 86 • the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess,  
 87 • failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves  
 88 • **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89 • **6. Assignability: (Check one)** **Buyer**  may assign and thereby be released from any further liability under this  
 90 • contract,  may assign but not be released from liability under this contract, or  may not assign this contract.

91 • **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
 92 • deed  special warranty deed  other (specify) \_\_\_\_\_, free of liens, easements,  
 93 • and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,  
 94 • restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any  
 95 • other matters to which title will be subject) \_\_\_\_\_,  
 96 • provided there exists at closing no violation of the foregoing.

97 • (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and  
 98 • pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.  
 99 • **Seller** will deliver to **Buyer**, at  
 100 • (Check one)  **Seller's**  **Buyer's** expense and  
 101 • (Check one)  within \_\_\_\_\_ days after Effective Date  at least \_\_\_\_\_ days before Closing Date,  
 102 • (Check one)  
 103 • (1)  a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
 104 • discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the  
 105 • amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is  
 106 • paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to  
 107 • **Buyer** within 15 days after Effective Date.

Buyer \_\_\_\_\_ and Seller \_\_\_\_\_ acknowledge receipt of a copy of this page, which is 2 of 7 pages.  
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108 • (2)  an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy  
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy  
111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy  
112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents  
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,  
114 then (1) above will be the title evidence.

115 • (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within \_\_\_\_\_ days (10 days if left blank)  
116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable  
117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and  
118 • **Seller** cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If  
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice  
120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured  
121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after  
122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept  
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to  
125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any  
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed  
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a  
128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with  
131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or  
132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134 • (1)  **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within \_\_\_\_\_ days (30 days if left blank)  
135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine  
136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**  
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and  
138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the  
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;  
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;  
141 consistency with local, state, and regional growth management plans; availability of permits, government  
142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be  
143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all  
144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives  
145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the  
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its  
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will  
148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,  
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related  
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any  
151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien  
152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,  
153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and  
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**  
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**  
157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice  
158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"  
159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to  
160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

161 • (2)  **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including  
162 being satisfied that either public sewerage and water are available to the Property or the Property will be  
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,  
 165 growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not  
 166 contingent on **Buyer** conducting any further investigations.  
 167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's**  
 168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has  
 169 expired or if Paragraph 8(a)(2) is selected.  
 170 (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government  
 171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply  
 172 to improving the Property and rebuilding in the event of casualty.  
 173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as  
 174 defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required  
 175 by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The  
 176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that  
 177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach  
 178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida  
 179 Department of Environmental Protection, including whether there are significant erosion conditions associated  
 180 with the shore line of the Property being purchased.  
 181  **Buyer** waives the right to receive a CCCL affidavit or survey.

182 **9. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be  
 183 conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title  
 184 binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds  
 185 to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to  
 186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the  
 187 costs indicated below.


188 (a) **Seller Costs:**  
 189 Taxes on deed  
 190 Recording fees for documents needed to cure title  
 191 Title evidence (if applicable under Paragraph 7)  
 192 Other: \_\_\_\_\_

193 (b) **Buyer Costs:**  
 194 Taxes and recording fees on notes and mortgages  
 195 Recording fees on the deed and financing statements  
 196 Loan expenses  
 197 Title evidence (if applicable under Paragraph 7)  
 198 Lender's title policy at the simultaneous issue rate  
 199 Inspections  
 200 Survey  
 201 Insurance  
 202 Other: \_\_\_\_\_

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real  
 204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,  
 205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be  
 206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller**  
 208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount  
 209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but  
 210 has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be  
 211 paid in installments,  **Seller**  **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is  
 212 checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a  
 213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
 215 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**  
 216 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**  
 217 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN**  
 218 **HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT**  
 219 **THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by  
221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at  
222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with  
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will  
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,  
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing  
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days  
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday  
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in  
232 this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing  
234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain  
235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may  
236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,  
237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and  
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to  
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or  
241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,  
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably  
243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is  
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for  
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force  
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to  
247 the other; and **Buyer's** deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or  
249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by  
250 this contract, regarding any contingency will render that contingency null and void, and this contract will  
251 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received  
252 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if  
253 delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.  
255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker  
256 unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed  
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This  
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications  
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be  
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If  
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be  
262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.  
263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular  
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if  
265 permitted, of **Seller**, **Buyer**, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive  
267 closing or termination of this contract.
- 268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**  
269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting  
270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also  
271 be liable for the full amount of the brokerage fee.

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272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,  
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the  
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,  
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer  
276 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in  
277 equity to enforce Seller's rights under this contract.

278 **16. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively  
279 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them  
280 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing  
281 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and  
282 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any  
283 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful  
284 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay  
285 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the  
286 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

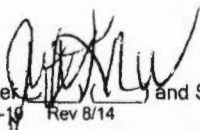
287 **17. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations  
288 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting  
289 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor  
290 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,  
291 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside  
292 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller  
293 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and  
294 government agencies for verification of the Property condition and facts that materially affect Property  
295 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all  
296 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising  
297 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold  
298 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or  
299 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or  
300 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video  
301 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's  
302 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,  
303 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)  
304 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each  
305 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve  
306 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.  
307 This Paragraph will survive closing.

308 **18. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by  
309 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales  
310 Commission Lien Act provides that when a broker has earned a commission by performing licensed services  
311 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the  
312 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

313 **19. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**  
314 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in  
315 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the  
316 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any  
317 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

318 (a) \_\_\_\_\_ (Seller's Broker)  
319 will be compensated by  Seller  Buyer  both parties pursuant to  a listing agreement  other  
320 (specify): \_\_\_\_\_

321 (b) C Buddy Johnson Realty, LLC (Buyer's Broker)  
322 will be compensated by  Seller  Buyer  both parties  Seller's Broker pursuant to  a MLS offer of  
323 compensation  other (specify): \_\_\_\_\_


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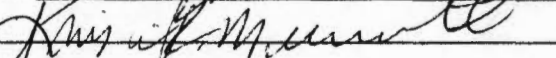
324\* **20. Additional Terms:**

325  
326  
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340

341 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**  
342 **signing.**

343\* **Buyer:**  **Date:** 6/14/17

344\* **Print name:** Joseph W. Merritt

345\* **Buyer:**  **Date:** 6/14/2017

346\* **Print name:** Kristi R. Merritt

347 **Buyer's address for purpose of notice:**

348\* **Address:** \_\_\_\_\_

349\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

350\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

351\* **Print name:** Town of Polk City

352\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

353\* **Print name:** \_\_\_\_\_

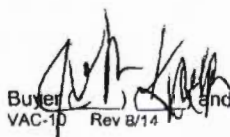
354 **Seller's address for purpose of notice:**

355\* **Address:** \_\_\_\_\_

356\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

357\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initialed and delivered the**  
358 **final offer or counter offer.)**

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TRANSMISSION VERIFICATION REPORT

TIME : 05/01/2017 08:55PM  
NAME : C BUDDY JOHNSON REAL  
FAX : 8639652300  
TEL :  
SER.# : U63479J4J470350

DATE, TIME  
FAX NO. /NAME  
DURATION  
PAGE(S)  
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MODE

05/01 08:53PM  
8639843480  
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09  
OK  
STANDARD  
ECM

Buyer Joseph W Merritt  
Kristi R Merritt

Seller City of Ark City

Parcel ID #s 252029 295302 005010  
" " 008010  
" " 001010  
" " 006010  
" "

And All Road Right of ways  
within these Properties to be closed and  
included in this Sale



5a

**APPRAISAL REPORT  
REAL ESTATE APPRAISAL**

**Of  
City of Polk City - Property #2**



XXX Citrus Grove Boulevard, Polk City  
Polk County  
FL, 33868

**As of**  
August 31, 2017

**Prepared For**  
Mr. Keith Prestage  
City of Polk City  
123 Broadway Boulevard SE  
Polk City, FL, 33868

**Prepared by**  
A.R.E.A. REAL ESTATE APPRAISERS, INC.  
Oswald P. Carrerou, SRA  
Kevin L. Williams, Senior Associate

**A.R.E.A. File #:**  
17080017B

**Report Date:**  
September 25, 2017



1136 First Street South Phone 863-294-2384  
Winter Haven, FL 33880 Fax 863-297-9781  
[www.arearealestate.com](http://www.arearealestate.com) orders@arearealestate.com

Oswald P. Carrerou, SRA, President (State-Certified General Real Estate Appraiser RZ271)  
James R. Pruitt, Jr., Comm. Dept. Manager (State-Certified General Real Estate Appraiser RZ2543)  
Kevin L. Williams, Senior Associate (State-Certified General Real Estate Appraiser RZ2630)  
C. Michael Seney, MAI, Senior Associate (State-Certified General Real Estate Appraiser RZ2558)  
James C. Moxley, MAI, Senior Associate (State-Certified General Real Estate Appraiser RZ2769)

September 25, 2017

**Mr. Keith Prestage**  
**City of Polk City**  
**123 Broadway Boulevard SE**  
**Polk City, FL 33868**

Re: Real Estate Appraisal Report  
City of Polk City - Property #2  
XXX Citrus Grove Boulevard, Polk City,  
Polk County, FL, 33868

**A.R.E.A. File #: 17080017B**

Dear Mr. Prestage:

At your request, we have prepared an appraisal of the Fee Simple interest for the above referenced property. The subject consists of 17.02 acres of recreational/conservation land comprised of four separate, non-contiguous parcels separated by un-opened, un-maintained rights-of-way located approximately 500 feet to the northwest of Citrus Grove Boulevard and northwest of Commonwealth Avenue (SR 33) in the city limits of Polk City.

Please reference the Scope of Work section of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

This appraisal is prepared for Mr. Keith Prestage, Public Works Director, City of Polk City. The problem to be solved is to estimate the current 'As Is' market value. The intended use is for marketing purposes. This appraisal is intended for the use of City of Polk City. The client may provide only complete, final copies of the appraisal report in its entirety (but not component parts) to whom they deem appropriate. The appraisers are not required to explain or testify as to appraisal results other than to respond to the client for routine and customary questions. We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.



Your attention is directed to the Limiting Conditions and Assumptions section of this report. Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

**Extraordinary Assumptions:**

- A survey of the property was not provided to the appraiser. The figures utilized for the subject site were obtained from information provided by the local property appraiser's office as well as various GIS sources. The figures are assumed to be accurate. If the figures are found to be significantly different than those used in this appraisal, the value opinions could be affected.

**Hypothetical Conditions:**

- There are no hypothetical conditions for this appraisal.

**\*\*\* This appraisal was owner engaged and cannot be utilized in a federally related mortgage lending transaction.**

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion(s):

**Current As Is Market Value:**

The "As Is" market value of the Fee Simple estate of the property, as of August 31, 2017, is:

**Seventeen Thousand Dollars (\$17,000)**

The market exposure time preceding August 31, 2017 would have been 4 - 6 months and the estimated marketing period as of August 31, 2017 is 4 - 6 months.

Respectfully submitted,  
A.R.E.A. Real Estate Appraisers, Inc.

Oswald P. Carrerou, SRA  
President  
State-Certified General Real Estate Appraiser RZ271

Kevin L. Williams, Senior Associate  
Senior Associate  
State-Certified General Real Estate Appraiser RZ2630



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## Summary of Important Facts and Conclusions

<b>Subject Property:</b>	City of Polk City - Property #2, XXX Citrus Grove Boulevard, Polk City, Polk County, FL, 33868
<b>Owner of Record:</b>	Town of Polk City
<b>Location Description:</b>	The subject property consists of four separate, non-contiguous parcels separated by un-opened, un-maintained rights-of-way located approximately 500 feet to the northwest of Citrus Grove Boulevard and northwest of Commonwealth Avenue (SR 33) in the city limits of Polk City.
<b>Property Type:</b>	Land – Recreational/Conservation
<b>Report Type:</b>	Appraisal Report
<b>Interest Appraised:</b>	Fee Simple Interest
<b>Report Date:</b>	September 25, 2017
<b>Value Date:</b>	August 31, 2017 – As Is
<b>Date of Viewing:</b>	August 31, 2017
<b>Highest &amp; Best Use As Vacant:</b>	Recreational/conservation use
<b>Zoning Designation:</b>	R-4, Mixed Use Residential CON, Conservation District (City of Polk City)
<b>Legal Description:</b>	<p><b><u>25-26-29-295302-008010</u></b> POLK CITY TERMINALS PB 26 PG 31 IN S29 T26 R25 BLK H &amp; NWLY 1/2 OF ALLEY KNOWN AS BLK I SELY OF BLK, Section 29, Township 26 South, Range 25 East, Polk County, Florida.</p> <p><b><u>25-26-29-295302-006010</u></b> POLK CITY TERMINALS PB 26 PG 31 IN S29 T26 R25 BLKS F G &amp; L, Section 29, Township 26 South, Range 25 East, Polk County, Florida.</p> <p><b><u>25-26-29-295302-005010</u></b> POLK CITY TERMINALS PB 26 PG 31 IN S29 T26 R25 BLK E, Section 29, Township 26 South, Range 25 East, Polk County, Florida.</p> <p><b><u>25-26-29-295302-001010</u></b> POLK CITY TERMINALS PB 26 PG 31 IN S29 T26 R25 BLKS A &amp; B TOGETHER WITH ALLEY KNOWN AS BLK K BETWEEN BLKS A &amp; B, Section 29, Township 26 South, Range 25 East, Polk County, Florida.</p>
<b>Tax ID/APN:</b>	25-26-29-295302-008010, 25-26-29-295302-006010, 25-26-29-295302-005010, 25-26-29-295302-001010
<b>Land Size (Square Feet; Acres)</b>	741,391 / 17.02

VALUE INDICATIONS	
<b>Land Value (Sales Comparison):</b>	\$17,000
<b>Reconciled Value(s):</b>	As Is
<b>Value Conclusion(s)</b>	\$17,000
<b>Effective Date(s)</b>	August 31, 2017
<b>Property Rights</b>	Fee Simple

### ***Subject Property Sales/Listing History***

Current Owner:	Town of Polk City
Current Listing Price:	None
Pending Sales Price:	None
Proposed Buyer:	None

The subject property is not currently listed for sale.

The subject is not under a pending contract for purchase.

There have been no sales or listings of any of the subject properties in the past five years, other than those stated above.

Unless otherwise stated, the appraisers have not reviewed an abstract of title relating to the subject property. No title search has been made, and the reader should consult an attorney or title company for information and data relative to the property ownership and legal description. It is assumed that the subject title is marketable, but the title should be reviewed by legal counsel. Any information given by the appraiser as to a sales history is information that the appraiser has researched; to the best of our knowledge, this information is accurate, but not warranted.



## **Definitions**

### **Market Value**

Department of the Treasury, Office of Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision and National Credit Union Administration under 12 CFR Part 34, Real Estate Appraisals and Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA"); and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010.

"Market Value," as used in this report, is defined as:

... the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and Seller are typically motivated;

Both parties are well informed or well advised, and acting in what they consider their own best interests;

A reasonable time is allowed for exposure in the open market;

Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

A **Fee Simple** estate is defined as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

A **Leased Fee** interest is defined as:

A freehold (ownership interest) where the possessory interest has been granted to another party by the creation of a contractual landlord-tenant relationship (i.e., a lease).

**Marketing Time** is defined as:

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal.

Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.

Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.

**Exposure Time** is defined as:

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

See Marketing Time, above.

**Gross Building Area (GBA):** Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region.

**Rentable Area (RA):** For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring the inside finished surface of the dominant portion of the permanent building walls, excluding any major permanent penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

**Gross Leasable Area (GLA):** Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces.

**As Is Market Value**

The estimate of the market value of the real property in its current physical condition, use and zoning as of the appraisal date.

**Stabilized Value**

Stabilized value is the prospective value of a property after construction has been completed and market occupancy and cash flow have been achieved.

**As Completed Value**

The prospective value of a property after all construction has been completed. This value reflects all expenditures for lease-up and occupancy that may be expected to have occurred at that point in time, which may or may not put the property at stabilized value.

**Gross Lease (G or FS)**

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called *full-service lease*.

**Modified Gross Lease (MG)**

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease, net net lease, partial net lease, or semi-gross lease*.

**Net Net Net Lease (NNN)**

A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called a *NNN, triple net lease, or fully net lease*.

**Net Lease (Net)**

A lease in which the landlord passes on all expenses to the tenant.

**Absolute Net Lease (TN)**

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. Also called *total net lease*.

**Common Area Maintenance (CAM)**

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.

- CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings.
- CAM can refer to all operating expenses.
- CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an *administrative load*.

2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. The area maintained in common by all tenants, such as parking lots and common passages. The area is often defined in the lease and may or may not include all physical area to be paid for by all tenants. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, and upkeep. (ICSC)

**Operating Expenses**

The periodic expenditures necessary to maintain the real property and continue production of the effective gross income, assuming prudent and competent management.



### **Highest and Best Use**

Highest and best use is defined as: (1) the reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal; (2) the reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value; and (3) the most profitable use.

Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats, and the like.

### **Extraordinary Assumption**

*An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.* Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

### **Hypothetical Condition**

*A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.* Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.

## Certification Statement

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this appraisal, upon which the analyses, opinions and conclusions expressed in the report are based, are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property which is the subject of this report nor any personal interest or bias with respect to the subject matter of this report nor the parties involved.
- We have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for this appraisal work is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or approval of a loan.
- Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- No one other than the undersigned, provided significant professional assistance in preparing the analyses, conclusions and opinions concerning the real estate set forth in this appraisal.
- We certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- ***The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.***
- Kevin L. Williams has personally viewed the property which is the subject of this report on August 31, 2017. Oswald P. Carrerou was directly involved in the formulations of value conclusions in this appraisal assignment, and participated in a technical review capacity. We hereby attest that we have attained a level of competency necessary to complete the assignment in a diligent manner, utilizing all of the commonly recognized analysis techniques considered normal for a prudent evaluation effort. The readers are referred to the appraiser qualifications contained in the Addenda of this report for further confirmation of adequate technical training.
- The analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) as well as in accordance with Title XI of FIRREA and with regulations adopted by the OCC pursuant to FIRREA.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Oswald P. Carrerou, SRA has completed the continuing education program for Designated members of the Appraisal Institute.



Oswald P. Carrerou, SRA  
State-Certified General Real Estate Appraiser-RZ271



Kevin L. Williams, Senior Associate  
State-Certified General Real Estate Appraiser RZ2630

## **Limiting Conditions and Assumptions**

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Name Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) our regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.



**Americans with Disabilities Act (ADA) of 1990**

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. A.R.E.A. Real Estate Appraisers, Inc. has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal.**

## Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for Mr. Keith Prestage, Public Works Director, City of Polk City. The problem to be solved is to estimate the current 'As Is' market value. The intended use is for marketing purposes. This appraisal is intended for the use of City of Polk City.

### SCOPE OF WORK

Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the legal description and the assessors' parcel number.
Inspection:	An interior and exterior viewing of the subject property has been made, and photographs taken.
Market Area and Analysis of Market Conditions:	A Level B analysis of market conditions has been made.
Highest and Best Use Analysis:	An as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
Type of Value:	Market Value

**Valuation Analyses**

- Cost Approach:** A cost approach was not applied as the subject consists of vacant land and the cost approach is not applicable.
- Sales Comparison Approach:** A sales approach was applied as there is adequate data to develop a value opinion and this approach reflects market behavior for this property type.
- Income Approach:** An income approach was not applied as the subject consists of vacant land and the cost approach is not applicable.
- Extraordinary Assumptions:**
- A survey of the property was not provided to the appraiser. The figures utilized for the subject site were obtained from information provided by the local property appraiser's office as well as various GIS sources. The figures are assumed to be accurate. If the figures are found to be significantly different than those used in this appraisal, the value opinions could be affected.
- Hypothetical Conditions:**
- There are no hypothetical conditions for this appraisal.

**Summary of Scope:**

The subject consists of 17.02 acres of recreational/conservation land comprised of four separate, non-contiguous parcels separated by un-opened, un-maintained rights-of-way located approximately 500 feet to the northwest of Citrus Grove Boulevard and northwest of Commonwealth Avenue (SR 33) in the city limits of Polk City. In the appraisal of vacant land, the Sales Comparison Approach is most commonly the only approach applied. The Cost Approach is not applicable and generally income and expense information for vacant land is not available. Therefore, the appraiser has relied solely on the Sales Comparison Approach for the valuation of the subject land.



# Market Area Analysis

## Area Description & Boundaries

The subject property is located in the Polk City area of Polk County. This is a small city located in the north portion of the county and north of Interstate 4. The neighborhood consists of the city limits of Polk City and general area from Interstate 4 to the south, SR 33 to the west, CR 559 to the east and Fussell Road to the north. The area is comprised of a small concentration of commercial properties near the intersection of CR 559 and SR 33 (Commonwealth Avenue), which consists of the downtown area of Polk City. Residential properties are located on the secondary roadways. The area to the north and east consists largely of large tract residential and agricultural properties. The area to the south is comprised of mainly of residential properties with the area to the west is a mixture of agricultural, industrial and residential properties. Overall this is considered to be a typical small community with easy access to Interstate 4.

## Area & Property Use Characteristics

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Population Trend	<input type="checkbox"/> Up	<input checked="" type="checkbox"/> Stbl	<input type="checkbox"/> Dn
Build Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Employment Trend	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Built Up <input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	Personal Income Level	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Retail Sales	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	New Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vacancy Trend	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Vacancy Trend	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Change in Economic Base	<input type="checkbox"/> Likely	<input checked="" type="checkbox"/> Unlikely	<input type="checkbox"/> Taking Place	Rental Demand	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

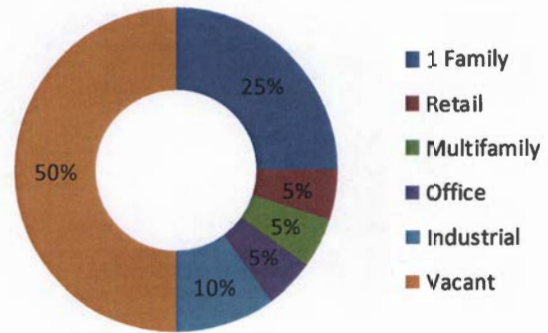
## Land Use Trends

Present Land Use	Supply/Demand			Vacancy
	Under	In Bal.	Over	
25% 1 Family	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%
5% Retail	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%
5% Multifamily	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%
5% Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%
10% Industrial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%
50% Vacant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
100%				

Change in Land Use	Likely	<input type="checkbox"/>
	Not Likely	<input checked="" type="checkbox"/>
	Taking Place	<input type="checkbox"/>

## Land Use

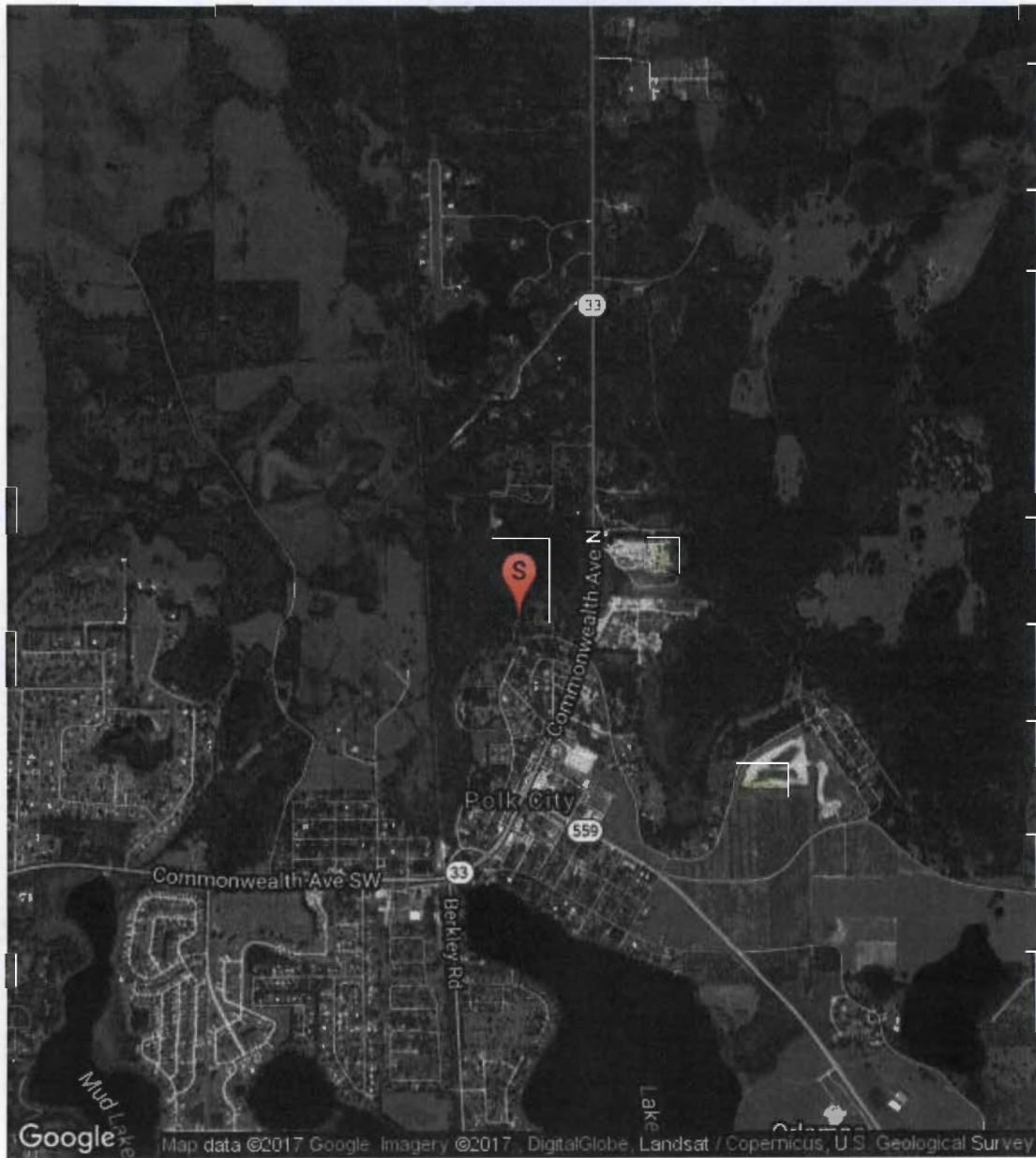


The subject is located in the northwestern portion of the northeastern corporate limits of Polk City in an established manufactured home subdivision.

## Adjacent Property Use

Adjacent property uses include mainly residential and vacant/conservation land.

**Location Map**



## Property Description

### General Site Information

Address	City of Polk City - Property #2, XXX Citrus Grove Boulevard, Polk City, Polk County, FL, 33868
Current Owner	According to the Polk County Property Assessor's Office, the current owner of record is Town of Polk City.
Assessor's Parcel Number	25-26-29-295302-008010, 25-26-29-295302-006010, 25-26-29-295302-005010, 25-26-29-295302-001010

### Physical Characteristics of the Site

General Location	The subject property consists of four separate, non-contiguous parcels separated by un-opened, un-maintained rights-of-way located approximately 500 feet to the northwest of Citrus Grove Boulevard and northwest of Commonwealth Avenue (SR 33) in the city limits of Polk City.	
Frontage/Access	The subject property has Fair/Poor access with frontage as follows: <ul style="list-style-type: none"> <li>No road frontage: 500 +/- feet northwest of Citrus Grove Boulevard</li> </ul>	
Site Size	<p>Total: 17.02 acres; 741,391 square feet</p> <p>Usable: 2.01 acres; 87,556 square feet</p> <p>There are approximately 15.01 acres of wetlands according to published data sources including GIS maps and National Wetlands Inventory (NWI). The usable/uplands area consists of 2.01 +/- acres.</p>	
Shape of Tract	The site is irregularly shaped	
Topography	The subject consists of level to low topography, with 15.01 acres (88%) of potential wetlands areas based on available published data.	
Easements	There are no known adverse encumbrances or easements. Please reference Limiting Conditions and Assumptions. The subject is assumed to have legal access which would convey upon the transfer of the property	
Utilities to Site	Water	Public water is available along Citrus Grove Boulevard.
	Sewer	Private septic systems
	Electric	The site is served by public electricity.
	Natural Gas	None
	Underground Utilities	The site is not serviced by underground utilities.
	Adequacy	The subject's utilities are typical and adequate for the market area.
Curbs and Gutters	None	
Sidewalks	None	



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Flood Designation	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X and AE, which is classified as a flood hazard area.
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FEMA Map Number: 12105C 0180G  
FEMA Map Date: December 22, 2016

The subject is inside and outside the 500 year flood plain with approximately 13.60 acres are located in a flood zone. The appraiser is not an expert in this matter and is reporting data from FEMA maps.

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Wetlands/Watershed	There are approximately 15.01 acres (88%) of potential wetlands areas based on available published data.
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Soil Conditions	The soil conditions observed at the subject appear to be typical of the region and adequate to support development on the usable/uplands portion only. The wetlands areas are not developable and are suited for conservation or recreational purposes.
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<b>Economic Factors Affecting the Site</b>	
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Census Tract	123.05
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Zoning/Land Use	The property has a split Zoning/Land Use designation of R-4, Mixed Residential Use and CON, Conservation District by (City of Polk City).
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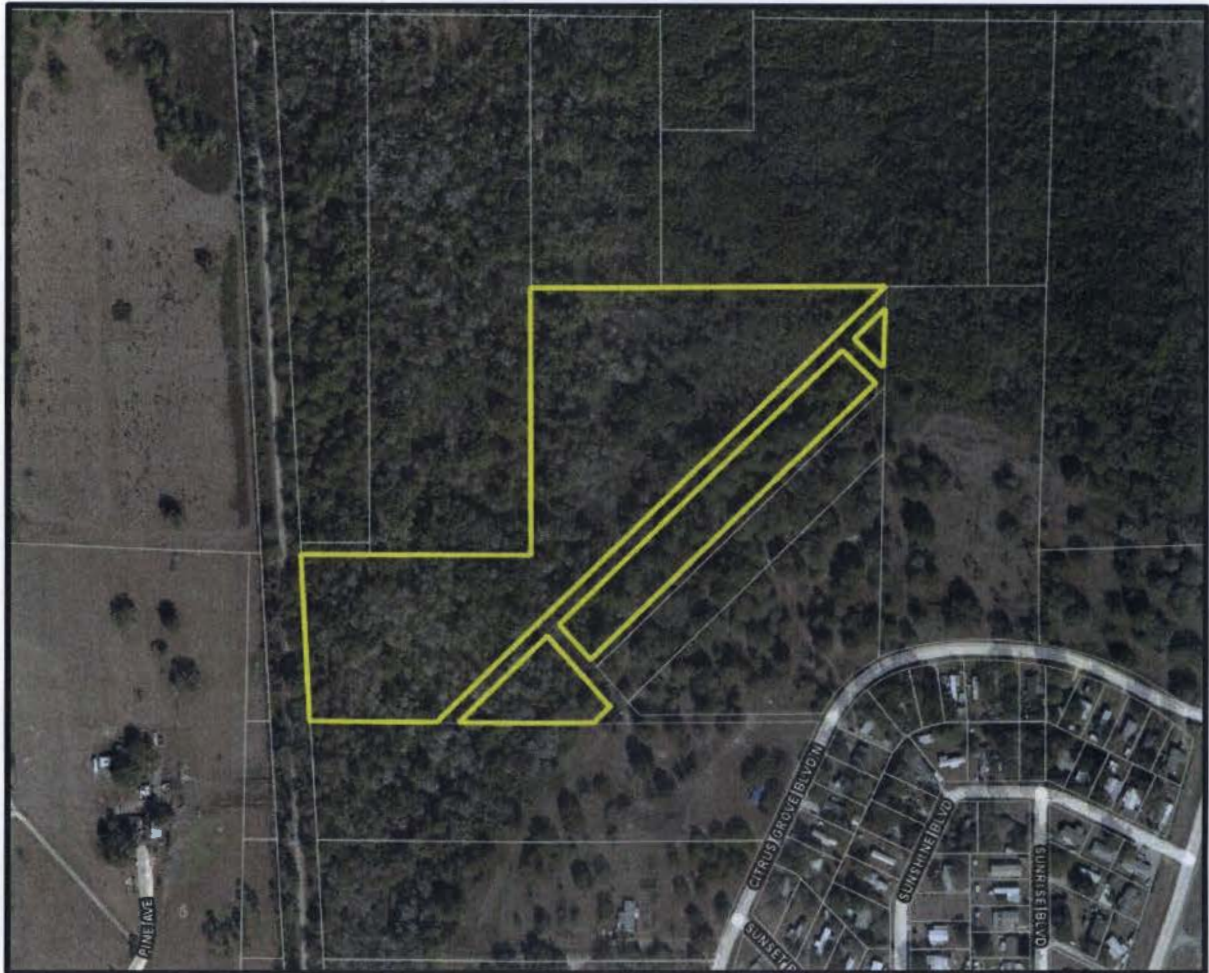
Overall Site Analysis	The subject property consists of four separate, non-contiguous parcels located approximately 500 feet to the northwest of Citrus Grove Boulevard and northwest of Commonwealth Avenue (SR 33) in the city limits of Polk City.
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The property does not have road frontage, however there are un-opened, un-maintained rights-of-way providing legal access to the parcels. Due to the substantial presence of mature trees and vegetation, extensive work would have to be performed in order to gain vehicular access to the property.

The majority of the property (88%) consists of designated wetlands that are undevelopable. The property is best suited for recreational and conservation purposes.

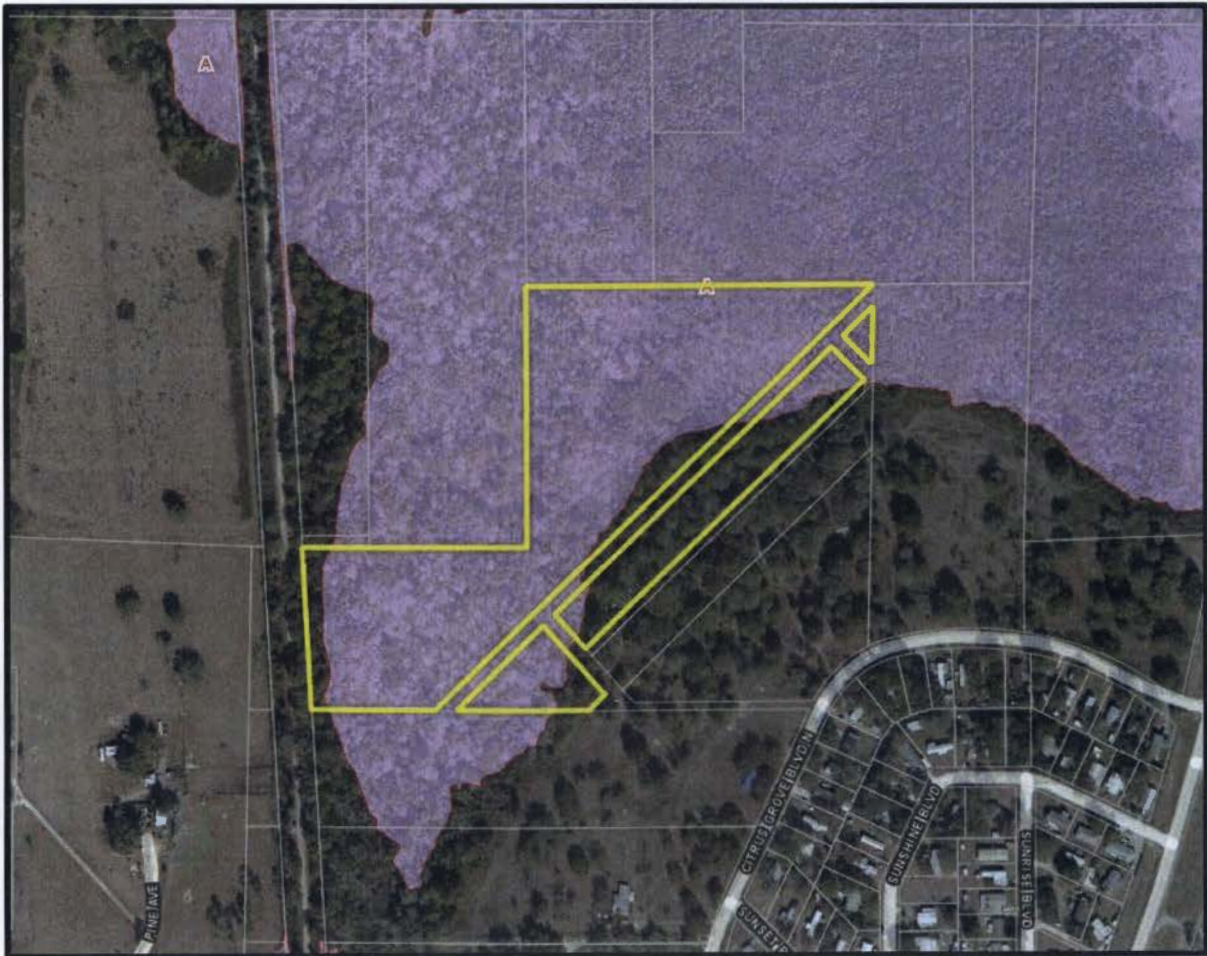
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## Aerial Map



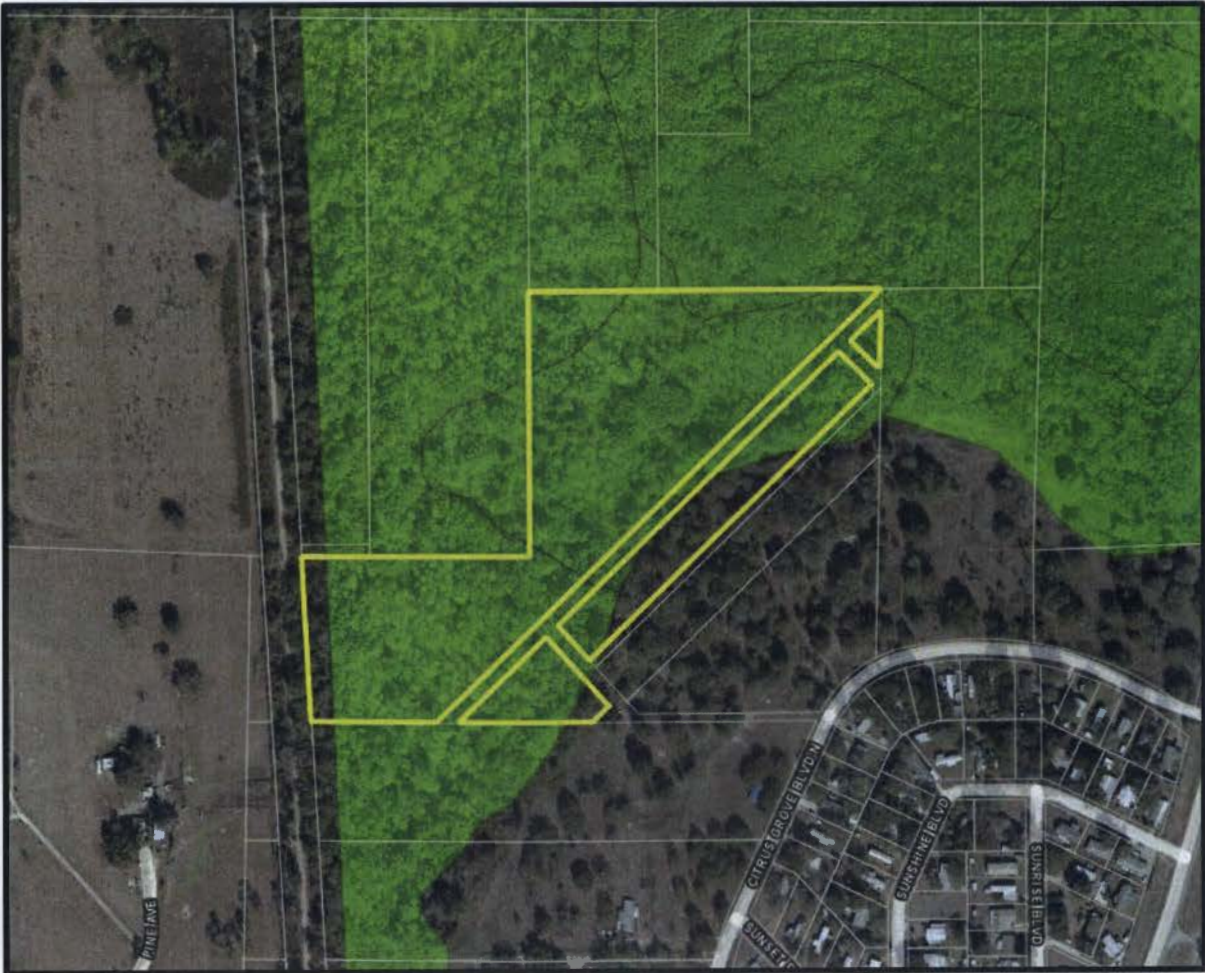


**Flood Map**





**Wetlands Map**



**Subject Photographs**



**Typical Land View**



**Typical Land View**





**Citrus Grove Boulevard – Facing North**



**Citrus Grove Boulevard – Facing South**



## Assessment and Taxes

The County Property Appraiser assesses all property within the county. The typical taxing jurisdictions include the county, city, and school district within which a property is located. The total ad valorem tax burden for real estate is the sum of the assessments from the various taxing authorities. The cited tax amount is entitled to a 4% reduction if paid in November; the discount then reduces 1% per month until March when the total tax becomes due and payable.

The appraised property is located in Polk County and the City of Polk City, which has a 2016 tax rate of \$14.7830 and \$21.9102 per \$1,000 of assessed value respectively. The assessment information for the subject property is outlined as follows:

Real Estate Assessment and Taxes								
Tax ID	Land	Improvements	Other	Total Assessment	Taxable Value	Tax Rate	Special Assessment	Taxes
25-26-29-295302-008010	\$1,540	\$0	\$0	\$1,540	\$1,540	\$21.9102	\$0.00	\$0.00
25-26-29-295302-006010	\$6,632	\$0	\$0	\$6,632	\$6,632	\$21.9102	\$0.00	\$0.00
25-26-29-295302-005010	\$65	\$0	\$0	\$65	\$65	\$21.9102	\$0.00	\$0.00
25-26-29-295302-001010	\$495	\$0	\$0	\$495	\$495	\$21.9102	\$0.00	\$0.00
<b>Totals</b>	<b>\$8,532</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,532</b>	<b>\$8,532</b>		<b>\$0.00</b>	<b>\$0.00</b>

### Comments

All of the subject properties are owned by a municipality which are exempt from property taxes.

## Zoning/Land Use

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**ZONING/LAND USE**

---

City of Polk City

---

CON, Conservation District

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**Purpose of the District:** To preserve areas containing natural resources and to ensure the proper functioning of natural resources, such as wetlands, floodplains, and groundwater recharge areas.

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**Allowable Uses:** Public park, Recreation, outdoor, public

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**ZONING/LAND USE**

---

City of Polk City

---

R-4, Mixed Residential Use

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**Purpose of the District:** To establish areas within the City of Polk City that allows for a combination of all residential uses, including single family homes, mobile homes, duplexes, apartments, townhouses and condominiums.

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**Allowable Uses:** Single family, standard construction; single family, modular; single family mobile home (manufactured home), individually sites; apartment building; duplex; garage apartment; townhouse; public buildings & grounds/public facilities; power substation; church.

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**\*\*\* The subject property has split zoning/land use which is depicted in the above tables.**

## Highest and Best Use

The value of real property is, of course, directly related to the use to which it can be put. It follows that a particular parcel may have several different value levels under alternative uses. Accordingly, the property appraised herein is appraised under its Highest and Best Use. According to the American Institute of Real Estate Appraisers, the Highest and Best Use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) the use producing the highest value maximally productive. Highest and Best Use may be defined as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

Highest and best use is shaped by competitive forces within the market where the property is located ....it is an economic study of market forces focused on the subject property.

Source: The Appraisal of Real Estate, Appraisal Institute, Chicago, Illinois, 13th edition, 2008 pp.277-287

Because the use of the land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

The first determination reflects the fact that land value is derived from potential land use. The highest and best use of a property as improved refers to the optimal use that could be made of the property including all existing structures.

The determination of the highest and best use of land as though vacant is useful for land or site valuation; determining the highest and best use of an improved property provides a decision regarding continued use or demolition of the property.

In the analysis of Highest and Best Use, four major factors are taken into consideration. These are the Physically Possible, Legally Permissible, Financially Feasible and Maximally Productive uses.

1. **Legally Permissible:** The category of Legally Permissible uses includes an analysis of public development regulations, including current and possible future changes in zoning regulations and procedures, and private constraints including deed restrictions, leases, or any known encumbrances on title.
2. **Physically Possible:** The category of Physically Possible is an analysis of the subject's ability to support various improvement types. Included in this category is an analysis of the physical attributes of the land, access and transportation, infrastructure and available public services, environmental considerations, along with current and expected future neighborhood development trends.



3. **Financially Feasible:** Financial Feasibility is an analysis of the ability of the property to return the highest possible yield to the investment of land and improvements based on its income producing capability and the return requirements of investors in the market.
4. **Maximally Productive.** The "maximally productive" use is that physically possible and legally permissible use which creates the highest net return or yield to the subject site.

**Highest and Best Use as Vacant**

<b>Legal Permissibility</b>	
Zoning/Land Use:	R-4 (Mixed Residential Use)/CON (Conservation District) - Polk City
Based on the allowable and conditional uses, what are the most probable uses of the property?	Recreational, conservation
<b>Physical Possibility</b>	
Size (Acres / SF)	17.02 / 741,391
Shape	The site is irregularly shaped
Access	Poor
Topography	The subject consists of level to low topography, with 15.01 acres (88%) of potential wetlands areas based on available published data.
Are there physical limitations that would restrict construction of the above uses on the property?	The high presence of wetlands throughout the property limits the physical construction of many building improvements. Additionally, there is no direct road frontage with access is via unopened, unmaintained rights-of-way that would require substantial clearing to allow for vehicular access.
<b>Financial Feasibility</b>	
What is the health of the current market?	Stabilizing after period of decline
Is there reasonable demand for additional product in the marketplace?	Yes
Conclusion:	The demand for recreational properties is increasing in the Central Florida area due to an overall increase in personal wealth.
<b>Maximum Productivity</b>	
Conclusion:	Based on the legal and physical characteristics of the subject property, combined with the financial feasibility of the property in the marketplace, the maximally productive use of the subject is recreational/conservation use.
<b>Highest and Best Use as Vacant Conclusion</b>	Recreational/conservation use

## Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

### Cost Approach

The *Cost Approach* is based on the principle of substitution, which states that no rational person would pay more for a property than the amount for which he can obtain, by purchase of a site and construction of improvements without undue delay, a property of equal desirability and utility. The basic steps of the Cost Approach are to estimate land value as if vacant, to estimate the replacement or reproduction cost new of the basic improvements and minor structures (excluding any that were included as part of the land value), and then to estimate, in dollar amounts, the accrued depreciation caused by the physical deterioration, functional deficiencies, super adequacies, or any adverse economic influences. The next step is to deduct the accrued depreciation from the improvement's estimated replacement or reproduction cost new to arrive at a present depreciated cost estimate. Then, by adding the land value estimate, the result is an indicated value for the property by the Cost Approach.

The Cost Approach is summarized as follows:

$$\begin{array}{r} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ \hline = \text{Value} \end{array}$$

### Sales Comparison Approach

The Sales Comparison Approach is based on the proposition that an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property with the same or similar utility. This approach is applicable when an active market provides sufficient quantities of reliable data, which can be verified from authoritative sources. The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

### Income Approach

The Income Approach concerns the present value of any future benefits of property ownership. Future benefits are generally indicated by the amount of net income the property will produce during its remaining useful life. After comparison of interest yields and characteristics of risk for investments of similar types and classes of property, this net income is then capitalized into an estimate of value. The value indicated by the Income Approach is usually the most indicative value for properties, which are generally held for income production, or investment type properties in general.

### **Final Reconciliation**

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

### ***Analyses Applied***

A **cost analysis** was considered and was not developed because there is adequate data to develop a land value and the depreciation accrued to the improvements can be reasonably measured.

A **sales comparison analysis** was considered and was not developed because there is adequate data to develop a value opinion and this approach reflects market behavior for this property type.

An **income analysis** was considered and was not developed because the subject is an income producing property and there is adequate data to develop a value opinion with this approach.

The subject consists of 17.02 acres of recreational/conservation land comprised of four separate, non-contiguous parcels separated by un-opened, un-maintained rights-of-way located approximately 500 feet to the northwest of Citrus Grove Boulevard and northwest of Commonwealth Avenue (SR 33) in the city limits of Polk City. In the appraisal of vacant land, the Sales Comparison Approach is most commonly the only approach applied. The Cost Approach is not applicable and generally income and expense information for vacant land is not available. Therefore, the appraiser has relied solely on the Sales Comparison Approach for the valuation of the subject land.



## Sales Comparison Approach – Land Valuation

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

### Land Comparables

We have researched several comparables for this analysis; these are documented in the following table. All sales have been researched through numerous sources and verified by a party to the transaction whenever possible.

Comparable Market Data							
Sale #	Parcel ID	Size/Acres	Sale Date	Sale Price	Price/Acre	% Wetlands	Comments
1	25-24-32-000000-014210	1.26	1/8/2016	\$3,000	\$2,381	0%	Inaccessible tract, purchased by owner of adjacent property which has road frontage
2	25-24-32-000000-014150	1.26	5/2/2016	\$4,400	\$3,492	0%	Inaccessible tract, purchased by owner of adjacent property which has road frontage
3	25-24-32-000000-014020	1.26	3/30/2016	\$2,000	\$1,587	0%	Inaccessible tract, purchased by owner of adjacent property which has road frontage, two lots off of paved road
4	25-26-29-295302-Multiple	7.48	10/23/2015	\$50,000	\$6,684	4%	Frontage on paved road, superior access, superior medium density land use
5	26-26-07-000000-031100	2.00	4/2/2015	\$3,800	\$1,900	11%	Inaccessible tract
6	26-26-09-000000-031070	1.26	12/29/2015	\$3,000	\$2,381	27%	Inaccessible tract
7	26-26-01-488061-000070	26.46	6/1/2015	\$95,000	\$3,590	78%	Frontage on all weather road, superior access
8	25-25-07-000000-Multiple	32.91	8/25/2016	\$51,000	\$1,550	96%	Frontage on paved road, superior access
9	26-26-19-000000-013270	2.00	4/2/2015	\$1,300	\$650	57%	Inaccessible tract
10	26-26-18-000000-012190	2.00	3/25/2015	\$1,400	\$700	100%	Inaccessible tract
11	26-26-16-000000-013180	1.00	3/18/2015	\$800	\$800	100%	Inaccessible tract
12	26-26-16-000000-031260	2.04	11/12/2015	\$2,000	\$980	99%	Inaccessible tract
13	26-26-16-000000-023080	3.00	10/17/2014	\$2,500	\$833	100%	Inaccessible tract
14	24-25-25-000000-041180	6.61	12/18/2014	\$3,000	\$454	39%	Inaccessible tract
Subject		17.02				88%	No road frontage, access via un-opened, un-maintained rights-of-way

The subject property consists of four separate, non-contiguous parcels separated by un-opened, un-maintained rights-of-way located approximately 500 feet to the northwest of Citrus Grove Boulevard and northwest of Commonwealth Avenue (SR 33) in the city limits of Polk City. The site is comprised of approximately 88% wetlands. After considering the above data, the comparables with the highest wetlands ratios and no road frontage (sales 9 - 14) range from \$454/acre to \$980/acre. Sales 7 and 8 also have high wetlands ratios but also have superior access with road frontage and range from \$1,550/acre to \$3,590/acre which is the high end of the value range. Based on the above data, an estimated value per acre of \$1,000 is considered to be reasonable for the subject property (Location 3). The value conclusion is depicted in the table below.

Land Value Ranges & Reconciled Value	
Reconciled Value/Unit Value:	\$1,000
Subject Size:	17.02
Indicated Value:	\$17,020
Reconciled Final Value:	\$17,000
Seventeen Thousand Dollars	

**Addenda**



8/8/2017

A.R.E.A. Real Estate Appraisers, Inc Mail - Quote for new appraisal report Polk city FL

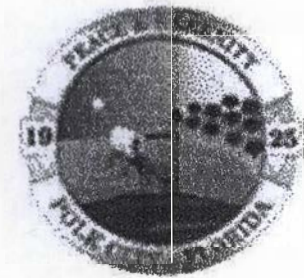
**From:** Keith Prestage [mailto:keith.prestage@mypolkcity.org]  
**Sent:** Monday, August 07, 2017 5:20 PM  
**To:** Jim Pruitt <jim@arearealestate.com>  
**Cc:** Patricia Jackson <patricia.jackson@mypolkcity.org>  
**Subject:** RE: Quote for new appraisal report Polk city FL

Jim

The City Manager agreed to your quote and everything is correct on your property descriptions please proceed with appraisals.

**Keith Prestage**

**Public Works Director**



**City of Polk City**

123 Broadway Boulevard SE

Polk City, FL 33868

Phone - 863-984-1375 x 232

Mobile- 863-242-2642

Fax - 863-984-2334

keith.prestage@mypolkcity.org

www.mypolkcity.org

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.



## PROFESSIONAL QUALIFICATIONS

### OSWALD P. CARREROU, President

A.R.E.A. REAL ESTATE APPRAISERS, INC.,  
State Certified General Contractor CGC 1511393  
State Certified General Real Estate Appraiser RZ271

Mr. Carrerou founded A.R.E.A Real Estate Appraisers, Incorporated in 1982. He is currently the owner and President of the firm, which specializes in appraising commercial, industrial, agricultural, residential, and special purpose properties. Mr. Carrerou is committed to excellence and quality and is dedicated to providing superior customer service.

State Certified General Real Estate Appraiser,	1990, No. RZ271
President, A.R.E.A. Real Estate Appraisers, Inc.	SINCE 1982
President, Premier Construction, LLC	SINCE 1996
Special Magistrate Appointment: Highlands County, Florida	1999 – 2001, 2003 – 2008
Polk County, Florida	2000 – 2001, 2004 – 2010
Brevard County, Florida	2009, 2010, 2011, 2012
Alachua County, Florida	2009, 2010, 2011, 2012

## FORMAL EDUCATION

### Florida State University - Tallahassee, Florida

Bachelor of Science in Business Administration and Real Estate - 1978

## PROFESSIONAL ASSOCIATIONS, DESIGNATIONS & MEMBERSHIPS

*APPRAISAL INSTITUTE, SRA Designation - 1982*  
*STATE CERTIFIED GENERAL REAL ESTATE APPRAISER, Since 1990, #RZ271 (State of Florida)*  
*STATE CERTIFIED GENERAL REAL PROPERTY APPRAISER, Since 2008, #332706 (State of Georgia)*  
*STATE CERTIFIED GENERAL CONTRACTOR 1511393*  
*Florida Association of Realtors*  
*East Polk County Association of Realtors*  
*Licensed Real Estate Broker - State of Florida*

### EDUCATIONAL CREDITS -(Courses Completed)

Appraisal Institute  
SRA Designation, 1982  
410 Standard of Professional Practice Part a (USPAP)  
430 Standards of Professional Practice, Part "C"  
510 Advanced Income Capitalization  
520 Highest & Best Use and Market Analysis  
530 Advanced Sales Comparison and Cost Approach  
Regression Analysis in Appraisal Practice  
707 Technology Forum, Part I  
713 Technology Forum Part II  
Appraisal of Retail Properties  
Subdivision Valuation  
Litigation Appraising  
Condemnation Appraising Principles & App  
Liens, Taxes, and Foreclosures

### Florida State University

Real Estate Principles and Practices  
Real Estate Finance  
Real Estate Appraisal  
Advanced Real Estate Appraisal  
Legal Environment of Real Estate  
Real Estate Feasibility Analysis

Florida Department of Revenue, Stephen Keller, Office of General Counsel  
Value Adjustment Board/Special Master Training Seminar  
Value Adjustment Board workshop on drafting new VAB procedures – Tallahassee, May 2009

OSWALD P. CARREROU, TYPES OF APPRAISALS COMPLETED

**AGRICULTURAL & VACANT LAND:**

Citrus Groves, Pasture and Crop Land  
Commercial & Industrial  
Residential  
Conservation/Reserved Wetlands

**RESIDENTIAL:**

Townhome, Villa, Duplex  
Single Family  
Condominium  
Planned Residential Subdivisions

**RESIDENTIAL INCOME PRODUCING:**

Apartment Buildings  
Small Residential Income (1-4 family)  
Proposed and Existing Townhome Developments

**INDUSTRIAL:**

Distribution, Storage & Mini-Storage Warehouses  
Flex-Space Industrial Buildings

**COMMERCIAL:**

Luxury Hotels  
Resort Motels  
Free-Standing & Multi-Story Office Buildings  
Professional Office Condominiums  
Community & Neighborhood Shopping Centers  
Free-Standing & Retail Strip Centers  
Mobile Home and Recreational Vehicle Parks  
Restaurants, Including Fast Food & Drive-Through  
Service Stations, Service Garages & Dealerships

**SPECIAL PURPOSE & OTHER:**

Have provided appraisal services, valuation analysis and consulting services.  
Completing several eminent domain appraisal assignments in Polk and Hillsboro Counties.  
Qualified as an Expert Witness Polk, Hillsboro through testimony in several trials and Order of Taking Hearings.

**EXPERIENCE**

1982 to Present	A.R.E. A. Real Estate Appraisers, Inc., President Single Family, Multiple Family, Condominium, Commercial Appraising (100% time appraising).
6/80 to 4/82	Cypress Gardens Realty, 290 Cypress Gardens Boulevard, Winter Haven, Florida. Single Family, Multiple Family, Condominium, Commercial Appraising (100% time appraising).
8/78 to 6/80	First Federal of Broward, Fort Lauderdale, Florida. Single Family, Multiple Family and Condominiums (100% time appraising).

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**FLORIDA REAL ESTATE APPRAISAL BOARD**

LICENSE NUMBER
RZ271

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2018

**CARREROU, OSWALD P**  
1136 FIRST STREET SOUTH  
WINTER HAVEN FL 33880



ISSUED: 11/06/2016      DISPLAY AS REQUIRED BY LAW      SEQ # L1811060002136





## PROFESSIONAL QUALIFICATIONS

**KEVIN L. WILLIAMS**

**SENIOR ASSOCIATE**

**COMMERCIAL APPRAISAL DEPARTMENT**

**A.R.E.A. REAL ESTATE APPRAISERS, INC.**

State Certified General REA #RZ2630

### REAL ESTATE/APPRaisal EXPERIENCE

*July 2011-Present*

KLW Partnership, Inc., President

*August 1992-Present*

A.R.E.A. Real Estate Appraisers, Inc.; Winter Haven, Florida; Fee Appraiser

*February 1992-August 1992*

Appraisal Associates of Central Florida; Lakeland, Florida; Fee Appraiser

### EDUCATIONAL/PROFESSIONAL CREDITS

#### **McKissock Real Estate & Appraisal School, November 2014**

U.S.P.A.P. Update 2016-2017

Florida Appraisal Laws and Regulations (2016)

Appraisal of Fast Food Facilities

Appraisal of Owner Occupied Commercial Properties

Appraisal of Small Apartment Properties

#### **McKissock Real Estate & Appraisal School, November 2014**

U.S.P.A.P. Update 2014-2015

Florida Appraisal Laws and Regulations (2014)

Essential Elements of Disclosures and Disclaimers

Appraisal of Assisted Living Facilities

Appraisal of Self-Storage Facilities

#### **Cooke Real Estate School, November 2012**

Foreclosure: Basics for Appraisers

Appraisal of 2-4 Family and Multi-Family Properties

#### **Appraisal Institute, February 2006**

Subdivision Valuation Seminar

#### **CLE International**

Eminent Domain Conference, 2003

#### **Elgin School of Real Estate**

Course AB-III, July 2002

#### **Institute of Florida Real Estate Careers**

U.S.P.A.P. Course, 1992

Certified Appraiser Course, AB I, 1992

Courses, AB-II and AB-IIB, November 1994

#### **American Society of Appraisers**

U.S.P.A.P., 1994

**EDUCATIONAL/PROFESSIONAL CREDITS (Continued)**

**Bert Rogers Schools of Real Estate**

Real Estate Principles, Practices, and Law, 1992

**Polk Community College**

Real Estate Principles, Practices, and Law, 1990

**PROFESSIONAL RECOGNITION**

State Certified General REA, #RZ2630

Florida Real Estate Salesman, #0568988

**TYPES OF PROPERTY APPRAISED**

RESIDENTIAL:	Single family homes; 2-4 family dwellings; Vacant residential land; Employee Relocation; Condominiums
COMMERCIAL:	Office buildings; Retail buildings; Office warehouse properties; Commercial land; Strip shopping centers; Convenience Stores; Apartment Complexes; Existing and proposed residential subdivisions; Convenience stores; Mixed use; Day care centers; Churches
INDUSTRIAL:	Warehouse properties; Distribution warehouses; Manufacturing complexes; Mini-warehouse storage complexes
AGRICULTURAL:	Citrus groves; Farmland; Pasture land; Wetlands; Timberland
SPECIAL USE:	Bowling Alleys, Residential Airstrips; Replacement Cost Analysis
SPECIAL PURPOSE:	Eminent Domain, Probate, Tax Assessment Evaluation
EMINENT DOMAIN:	Florida Department of Transportation, District VII; Partial Takings; Full Takings; Easements; Roadways; Railroad Easements
REVIEW:	Review of all commercial and residential property types

RICK SCOTT, GOVERNOR



KEN LAWSON, SECRETARY

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**FLORIDA REAL ESTATE APPRAISAL BOARD**

LICENSE NUMBER	
RZ2630	

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2018

WILLIAMS, KEVIN LANCE  
626 CRYSTALS BOULEVARD  
WINTER HAVEN FL 33884



ISSUED: 11/30/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L161130002565



## Polk City City Commission Agenda Form

Meeting Date: November 20, 2017

Item Number: 5b

<b>Subject:</b> Offer to purchase vacant property owned by Polk City – Yvonne Shouey	
<b>Department:</b> Executive	
<b>Summary:</b> The City Manager has received a vacant land contract from Yvonne Shouey to purchase vacant property owned by Polk City. The property is located at 0 Steven Drive. This is an unsolicited offer to purchase.	
<b>Requested Commission Action:</b> Discuss the offer and what the requirements are of the City, if any.	
<b>Financial Impact:</b>	
<b>Attachments:</b> X	<b>Supporting Documents Reviewed</b> X
<b>Submitting Department Head:</b>  Patricia R. Jackson, City Manager	<b>Date:</b>  11/16/2017
<b>Approved by City Manager:</b>  Patricia R. Jackson, City Manager	<b>Date:</b>  11/16/2017



## OFFER TO PURCHASE

This Offer to Purchase (the "Agreement") is effective October 11, 2017,

**BETWEEN:** Yvonne Shouey (the "Purchaser"),  
10413 Steven Drive, Polk City, FL 33868

**AND:** Polk City (the "Seller"),  
123 Broadway Blvd SE  
Polk City, FL 33868

I, (the "Purchaser") hereby offer to purchase from you, (the "Owner") upon and subject to the terms and conditions herein, the property described as:

**0 Steven Drive, Polk City FL 33868**, hereinafter referred to as the "Property"), as the said Property now subsists.

### 2. PURCHASE PRICE

The total purchase price for the Property (the "Purchase Price") shall be the sum of \$1,500 payable as follows:

- a) The amount of \$250.00 by check to the order of **Polk City** in Trust, which shall be delivered to the said payee upon your acceptance hereof and shall be applied on to the Purchase Price at Closing.
- b) The amount of \$1250.00 shall be paid by bank draft at Closing to Polk City. The parties hereto agree that an amount of \$1250.00 of the Purchase Price will be remitted to the Seller upon notice of a clear title, and title insurance paid for by Seller.

### 3. CLOSING

Subject as herein provided, a Deed of Sale giving effect hereto shall be executed before Sellers notary at the offices of Polk City, [ 123 Broadway Blvd SE, Polk City, FL 33868 ],  
Address

and the payment referred to in Section 2(b) above will be made, such actions being Herein referred to as the "Closing", on or before November 30, 2017, (the "Closing Date"), at such other time and place as may be mutually agreed upon between us.

### 4. CONDITIONS PRECEDENT TO CLOSING


This Offer is made subject to the following conditions, each of which is of the essence hereof:

- 1) An up-to-date Certificate of Location (survey) prepared by a qualified land surveyor showing the Property in its present state and condition;
- 2) Title search and title insurance
- 3) That there is no claim or litigation pending or threatened with respect to the Property, or any part thereof.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at \_\_\_\_\_ on the date indicated above.

**PURCHASER**

**SELLER**

  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Yvonne Shouey  
Print Name

\_\_\_\_\_  
Print Name and Title

5b

**APPRAISAL REPORT  
REAL ESTATE APPRAISAL**

**Of  
City of Polk City - Property #1**



**XXX Steven Drive, Polk City  
Polk County  
FL, 33868**

**As of  
August 31, 2017**

**Prepared For  
Mr. Keith Prestage  
City of Polk City  
123 Broadway Boulevard SE  
Polk City, FL, 33868**

**Prepared by  
A.R.E.A. REAL ESTATE APPRAISERS, INC.  
Oswald P. Carrerou, SRA  
Kevin L. Williams, Senior Associate**

**A.R.E.A. File #:  
17080017A**

**Report Date:  
September 25, 2017**





1136 First Street South Phone 863-294-2384  
Winter Haven, FL 33880 Fax 863-297-9781  
[www.arearealestate.com](http://www.arearealestate.com) [orders@arearealestate.com](mailto:orders@arearealestate.com)

Oswald P. Carrerou, SRA, President (State-Certified General Real Estate Appraiser RZ271)  
James R. Pruitt, Jr., Comm. Dept. Manager (State-Certified General Real Estate Appraiser RZ2543)  
Kevin L. Williams, Senior Associate (State-Certified General Real Estate Appraiser RZ2630)  
C. Michael Seney, MAI, Senior Associate (State-Certified General Real Estate Appraiser RZ2558)  
James C. Moxley, MAI, Senior Associate (State-Certified General Real Estate Appraiser RZ2769)

September 25, 2017

**Mr. Keith Prestage**  
**City of Polk City**  
**123 Broadway Boulevard SE**  
**Polk City, FL 33868**

Re: Real Estate Appraisal Report  
City of Polk City - Property #1  
XXX Steven Drive, Polk City,  
Polk County, FL, 33868

**A.R.E.A. File #: 17080017A**

Dear Mr. Prestage:

At your request, we have prepared an appraisal of the Fee Simple interest for the above referenced property. The subject consists of a 0.62 acre, land-locked parcel located approximately 380 feet to the east of Steven Drive, north of Commonwealth Avenue (SR 33), just west of the city limits of Polk City.

Please reference the Scope of Work section of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

This appraisal is prepared for Mr. Keith Prestage, Public Works Director, City of Polk City. The problem to be solved is to estimate the current 'As Is' market value. The intended use is for marketing purposes. This appraisal is intended for the use of City of Polk City. The client may provide only complete, final copies of the appraisal report in its entirety (but not component parts) to whom they deem appropriate. The appraisers are not required to explain or testify as to appraisal results other than to respond to the client for routine and customary questions. We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.



Your attention is directed to the Limiting Conditions and Assumptions section of this report. Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

**Extraordinary Assumptions:**

- A survey of the property was not provided to the appraiser. The figures utilized for the subject site were obtained from information provided by the local property appraiser's office as well as various GIS sources. The figures are assumed to be accurate. If the figures are found to be significantly different than those used in this appraisal, the value opinions could be affected.

**Hypothetical Conditions:**

- There are no hypothetical conditions for this appraisal.

**\*\*\* This appraisal was owner engaged and cannot be utilized in a federally related mortgage lending transaction.**

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion(s):

**Current As Is Market Value:**

The "As Is" market value of the Fee Simple estate of the property, as of August 31, 2017, is:

**One Thousand Nine Hundred Dollars (\$1,900)**

The market exposure time preceding August 31, 2017 would have been 4 - 6 months and the estimated marketing period as of August 31, 2017 is 4 - 6 months.

Respectfully submitted,  
A.R.E.A. Real Estate Appraisers, Inc.

Oswald P. Carrerou, SRA  
President  
State-Certified General Real Estate Appraiser RZ271

Kevin L. Williams, Senior Associate  
Senior Associate  
State-Certified General Real Estate Appraiser RZ2630

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## Summary of Important Facts and Conclusions

<b>Subject Property:</b>	City of Polk City - Property #1 XXX Steven Drive, Polk City Polk County, FL 33868
<b>Owner of Record:</b>	City of Polk City
<b>Location Description:</b>	The subject property is located approximately 380 feet to the east of Steven Drive, north of Commonwealth Avenue (SR 33), just west of the city limits of Polk City.
<b>Property Type:</b>	Land – Residential/Assemblage
<b>Report Type:</b>	Appraisal Report
<b>Interest Appraised:</b>	Fee Simple Interest
<b>Report Date:</b>	September 25, 2017
<b>Value Date:</b>	August 31, 2017 – As Is
<b>Date of Viewing:</b>	August 31, 2017
<b>Highest &amp; Best Use As Vacant:</b>	Assemblage with adjacent property
<b>Zoning Designation:</b>	A/RR, Agricultural/Rural Residential (Polk County)
<b>Legal Description:</b>	BEG NE COR OF DEER TRAILS NORTH AS REC IN PB 92 PG 9 RUN S TO PT LYING 860 FT N OF SW COR OF E1/2 OF SE1/4 RUN ELY 100 FT NLY TO PT LYING 103.13 FT E OF POB RUN S89-29-59W 103.13 FT TO POB, Section 30, Township 26 South, Range 25 East, Polk County, Florida.
<b>Tax ID/APN:</b>	25-26-30-000000-022040
<b>Land Size (Square Feet; Acres)</b>	27,034 / 0.62

<b>VALUE INDICATIONS</b>	
<b>Land Value (Sales Comparison):</b>	\$1,900
<b>Reconciled Value(s):</b>	As Is
<b>Value Conclusion(s)</b>	\$1,900
<b>Effective Date(s)</b>	August 31, 2017
<b>Property Rights</b>	Fee Simple

### ***Subject Property Sales/Listing History***

Current Owner:	City of Polk City
Current Listing Price:	None
Pending Sales Price:	None
Proposed Buyer:	None

The subject property is not currently listed for sale.

The subject is not under a pending contract for purchase.

There have been no sales or listings of any of the subject properties in the past five years, other than those stated above.

Unless otherwise stated, the appraisers have not reviewed an abstract of title relating to the subject property. No title search has been made, and the reader should consult an attorney or title company for information and data relative to the property ownership and legal description. It is assumed that the subject title is marketable, but the title should be reviewed by legal counsel. Any information given by the appraiser as to a sales history is information that the appraiser has researched; to the best of our knowledge, this information is accurate, but not warranted.

## **Definitions**

### **Market Value**

Department of the Treasury, Office of Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Office of Thrift Supervision and National Credit Union Administration under 12 CFR Part 34, Real Estate Appraisals and Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA"); and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010.

"Market Value," as used in this report, is defined as:

... the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and Seller are typically motivated;

Both parties are well informed or well advised, and acting in what they consider their own best interests;

A reasonable time is allowed for exposure in the open market;

Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

A **Fee Simple** estate is defined as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

A **Leased Fee** interest is defined as:

A freehold (ownership interest) where the possessory interest has been granted to another party by the creation of a contractual landlord-tenant relationship (i.e., a lease).



**Marketing Time** is defined as:

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal.

Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.

Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.

**Exposure Time** is defined as:

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

See Marketing Time, above.

**Gross Building Area (GBA):** Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region.

**Rentable Area (RA):** For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring the inside finished surface of the dominant portion of the permanent building walls, excluding any major permanent penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

**Gross Leasable Area (GLA):** Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces.

**As Is Market Value**

The estimate of the market value of the real property in its current physical condition, use and zoning as of the appraisal date.

**Stabilized Value**

Stabilized value is the prospective value of a property after construction has been completed and market occupancy and cash flow have been achieved.

**As Completed Value**

The prospective value of a property after all construction has been completed. This value reflects all expenditures for lease-up and occupancy that may be expected to have occurred at that point in time, which may or may not put the property at stabilized value.

**Gross Lease (G or FS)**

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called *full-service lease*.

**Modified Gross Lease (MG)**

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*.

**Net Net Net Lease (NNN)**

A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called a *NNN*, *triple net lease*, or *fully net lease*.

**Net Lease (Net)**

A lease in which the landlord passes on all expenses to the tenant.

**Absolute Net Lease (TN)**

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. Also called *total net lease*.

**Common Area Maintenance (CAM)**

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.

- CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings.
- CAM can refer to all operating expenses.
- CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an *administrative load*.

2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. The area maintained in common by all tenants, such as parking lots and common passages. The area is often defined in the lease and may or may not include all physical area to be paid for by all tenants. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, and upkeep. (ICSC)

**Operating Expenses**

The periodic expenditures necessary to maintain the real property and continue production of the effective gross income, assuming prudent and competent management.

### **Highest and Best Use**

Highest and best use is defined as: (1) the reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal; (2) the reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value; and (3) the most profitable use.

Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats, and the like.

### **Extraordinary Assumption**

*An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.* Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

### **Hypothetical Condition**

*A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.* Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.



## Certification Statement

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this appraisal, upon which the analyses, opinions and conclusions expressed in the report are based, are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property which is the subject of this report nor any personal interest or bias with respect to the subject matter of this report nor the parties involved.
- We have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for this appraisal work is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or approval of a loan.
- Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- No one other than the undersigned, provided significant professional assistance in preparing the analyses, conclusions and opinions concerning the real estate set forth in this appraisal.
- We certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- ***The appraiser has not performed any prior services regarding the subject within the previous three years of the appraisal date.***
- Kevin L. Williams has personally viewed the property which is the subject of this report on August 31, 2017. Oswald P. Carrerou was directly involved in the formulations of value conclusions in this appraisal assignment, and participated in a technical review capacity. We hereby attest that we have attained a level of competency necessary to complete the assignment in a diligent manner, utilizing all of the commonly recognized analysis techniques considered normal for a prudent evaluation effort. The readers are referred to the appraiser qualifications contained in the Addenda of this report for further confirmation of adequate technical training.
- The analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) as well as in accordance with Title XI of FIRREA and with regulations adopted by the OCC pursuant to FIRREA.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Oswald P. Carrerou, SRA has completed the continuing education program for Designated members of the Appraisal Institute.



Oswald P. Carrerou, SRA  
State-Certified General Real Estate Appraiser-RZ271



Kevin L. Williams, Senior Associate  
State-Certified General Real Estate Appraiser RZ2630

## **Limiting Conditions and Assumptions**

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Name Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) our regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

**Americans with Disabilities Act (ADA) of 1990**

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. A.R.E.A. Real Estate Appraisers, Inc. has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal.**



## Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for Mr. Keith Prestage, Public Works Director, City of Polk City. The problem to be solved is to estimate the current 'As Is' market value. The intended use is for marketing purposes. This appraisal is intended for the use of City of Polk City.

### SCOPE OF WORK

Report Type:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.
Property Identification:	The subject has been identified by the legal description and the assessors' parcel number.
Inspection:	A viewing of the subject site has been made, and photographs taken.
Market Area and Analysis of Market Conditions:	A Level B analysis of market conditions has been made.
Highest and Best Use Analysis:	An as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.
Type of Value:	Market Value

**Valuation Analyses**

- Cost Approach:** A cost approach was not applied as the subject consists of vacant land and the cost approach is not applicable.
- Sales Comparison Approach:** A sales approach was applied as there is adequate data to develop a value opinion and this approach reflects market behavior for this property type.
- Income Approach:** An income approach was not applied as the subject consists of vacant land and the cost approach is not applicable.
- Extraordinary Assumptions:**
- A survey of the property was not provided to the appraiser. The figures utilized for the subject site were obtained from information provided by the local property appraiser's office as well as various GIS sources. The figures are assumed to be accurate. If the figures are found to be significantly different than those used in this appraisal, the value opinions could be affected.
- Hypothetical Conditions:**
- There are no hypothetical conditions for this appraisal.

**Summary of Scope:**

The subject consists of a 0.62 acre, land-locked parcel located approximately 380 feet to the east of Steven Drive, north of Commonwealth Avenue (SR 33), just west of the city limits of Polk City. In the appraisal of vacant land, the Sales Comparison Approach is most commonly the only approach applied. The Cost Approach is not applicable and generally income and expense information for vacant land is not available. Therefore, the appraiser has relied solely on the Sales Comparison Approach for the valuation of the subject land.

# Market Area Analysis

## Area Description & Boundaries

The subject property is located in the Polk City area of Polk County. This is a small city located in the north portion of the county and north of Interstate 4. The neighborhood consists of the city limits of Polk City and general area from Interstate 4 to the south, SR 33 to the west, CR 559 to the east and Fussell Road to the north. The area is comprised of a small concentration of commercial properties near the intersection of CR 559 and SR 33 (Commonwealth Avenue), which consists of the downtown area of Polk City. Residential properties are located on the secondary roadways. The area to the north and east consists largely of large tract residential and agricultural properties. The area to the south is comprised of mainly of residential properties with the area to the west is a mixture of agricultural, industrial and residential properties. Overall this is considered to be a typical small community with easy access to Interstate 4.

## Area & Property Use Characteristics

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Population Trend	<input type="checkbox"/> Up	<input checked="" type="checkbox"/> Stbl	<input type="checkbox"/> Dn
Build Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Employment Trend	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Built Up <input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	Personal Income Level	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Retail Sales	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	New Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vacancy Trend	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Vacancy Trend	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Change in Economic Base	<input type="checkbox"/> Likely	<input checked="" type="checkbox"/> Unlikely	<input type="checkbox"/> Taking Place	Rental Demand	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

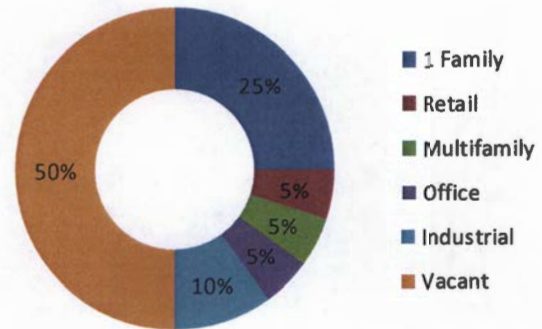
## Land Use Trends

Present Land Use	Supply/Demand			Vacancy
	Under	In Bal.	Over	
25% 1 Family	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%
5% Retail	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%
5% Multifamily	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%
5% Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%
10% Industrial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%
50% Vacant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
100%				

Change in Land Use	Likely	<input type="checkbox"/>
	Not Likely	<input checked="" type="checkbox"/>
	Taking Place	<input type="checkbox"/>

## Land Use



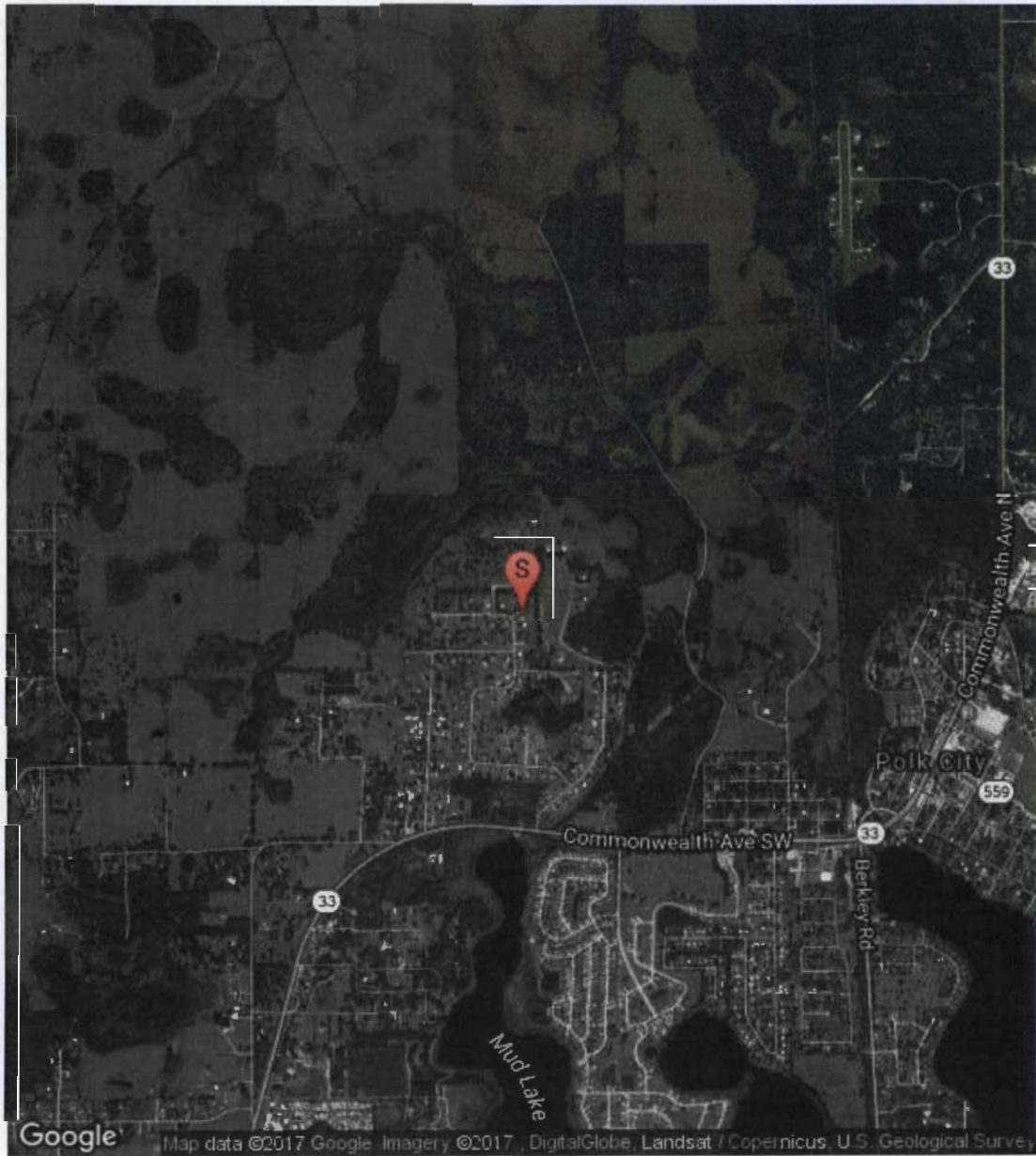
The subject is located in an established manufactured home subdivision off of State Road 33 (Commonwealth Avenue) just west of the city limits of Polk City.

## Adjacent Property Use

Adjacent property uses include mainly residential and vacant/conservation land. There is a wastewater treatment facility to the north.



**Location Map**



## Property Description

### General Site Information

Address	City of Polk City - Property #1, XXX Steven Drive, Polk County, FL, 33868
Current Owner	According to the Polk County Property Assessor's Office, the current owner of record is City of Polk City
Assessor's Parcel Number	25-26-30-000000-022040

### Physical Characteristics of the Site

General Location	The subject property is located approximately 380 feet to the east of Steven Drive, north of Commonwealth Avenue (SR 33), just west of the city limits of Polk City.	
Frontage/Access	The subject property has poor access with frontage as follows: <ul style="list-style-type: none"> <li>No road frontage: 380 feet east of Steven Drive</li> </ul> The site dimensions area 100' x 270'.	
Site Size	Total: 0.62 acres; 27,034 square feet Usable: 0.62 acres; 27,034 square feet The site is all usable.	
Shape of Tract	The site is roughly rectangular.	
Topography	The subject has level topography at grade and no areas of wetlands.	
Easements	There are no known adverse encumbrances or easements. Please reference Limiting Conditions and Assumptions. The subject is assumed to have legal access which would convey upon the transfer of the property.	
Utilities to Site	Water	Private wells
	Sewer	Private septic systems
	Electric	The site is served by public electricity.
	Natural Gas	None
	Underground Utilities	The site is not serviced by underground utilities.
	Adequacy	The subject's utilities are typical and adequate for the market area.
Curbs and Gutters	None	
Sidewalks	None	
Flood Designation	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is not classified as a flood hazard area.  FEMA Map Number: 12105C 0180G FEMA Map Date: December 22, 2016  The subject is outside the 500 year flood plain. The appraiser is not an expert in this matter and is reporting data from FEMA maps.	
Wetlands/Watershed	No wetlands were observed during our site inspection, which was verified with published data sources.	

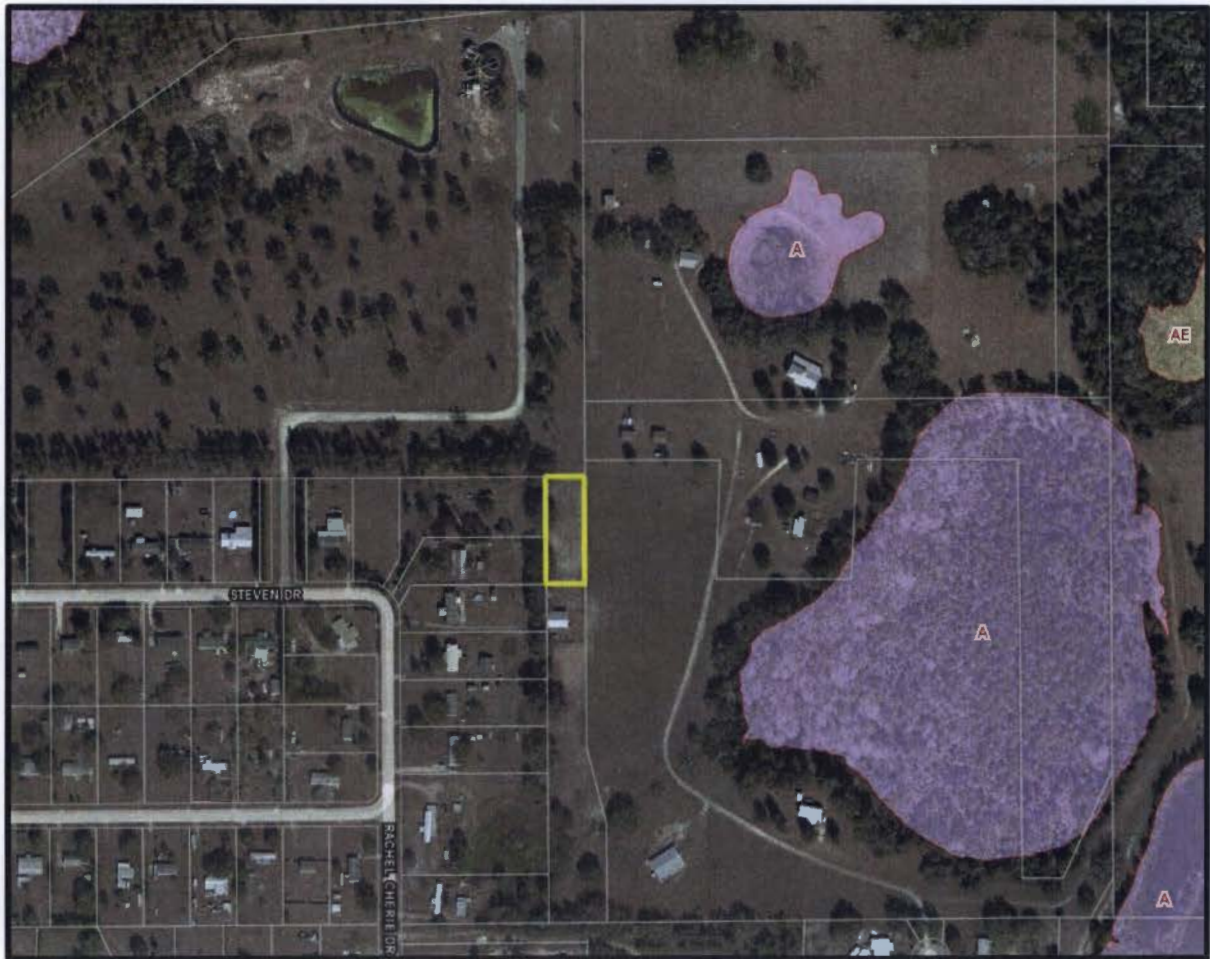
Soil Conditions	The soil conditions observed at the subject appear to be typical of the region and adequate to support development.
<b>Economic Factors Affecting the Site</b>	
Census Tract	123.05
Zoning/Land Use	The property has a Zoning/Land Use designation of A/RR, Agricultural/Rural Residential by Polk County.
Overall Site Analysis	The subject property is located approximately 380 feet to the east of Steven Drive, north of Commonwealth Avenue (SR 33), just west of the city limits of Polk City. The site does not have direct road frontage and is currently under the same ownership as the adjacent property to the north. Water and sewer are not currently available with private wells and septic systems utilized for potable water and sewage disposal.



# Aerial Map



**Flood Map**





**Subject Photographs**



**Typical Land View**



**Typical Land View**





**Steven Drive – Facing South**



**Steven Drive – Facing West**

## Assessment and Taxes

The County Property Appraiser assesses all property within the county. The typical taxing jurisdictions include the county, city, and school district within which a property is located. The total ad valorem tax burden for real estate is the sum of the assessments from the various taxing authorities. The cited tax amount is entitled to a 4% reduction if paid in November; the discount then reduces 1% per month until March when the total tax becomes due and payable.

The appraised property is located in Polk County and the City of Polk City, which has a 2016 tax rate of \$14.7830 and \$21.9102 per \$1,000 of assessed value respectively. The assessment information for the subject property is outlined as follows:

Real Estate Assessment and Taxes								
Tax ID	Land	Improvements	Other	Total Assessment	Taxable Value	Tax Rate	Special Assessment	Taxes
25-26-30-000000-022040	\$1,487	\$0	\$0	\$1,487	\$1,487	\$14.7830	\$0.00	\$0.00
<b>Totals</b>	<b>\$1,487</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,487</b>	<b>\$1,487</b>		<b>\$0.00</b>	<b>\$0.00</b>

### Comments

All of the subject properties are owned by a municipality which are exempt from property taxes.

## Zoning/Land Use

### ZONING/LAND USE

Polk County

A/RR, Agricultural/Rural Residential

**Purpose of the District:** The purpose of the A/RR district is to provide lands for the continuation of productive agricultural uses and to provide for very low density residential development within unincorporated rural areas. The A/RR district permits agricultural activities, agricultural support facilities, multi-family dwelling units, farm labor housing, group living facilities, and community facilities.

**Allowable Uses:** Group Living Facility, Family Care Home; Single-family Detached Home & Subdivision; Animal Grazing; Animal Farm, Intensive; Animal Farm, Small, Specialty; Dairies; Family Daycare; Farming General; Kennels, Boarding and Breeding; Livestock Sale, Auction; Nurseries and Greenhouses; Recreation, Low Intensity; Utilities, Class I; Veterinary Service

#### Densities

**Residential Density (du/ac)** Maximum - 1 du/5 ac  
Minimum - N/A

**Min. Residential Lot Size** 5 acres

**Non-Residential Density** Max Impervious Ratio - 50%  
Max Floor Area Ratio - 25%

#### Road Setbacks (Right-of-Way / Center Line)

**Limited Access** 100/NA

**Principal Arterial** 65/125

**Minor Arterial** 50/90

**Urban Collector** 35/65

**Rural Major Collector** 35/65

**Rural Minor Collector** 35/65

**Local, 60' R/W or Greater** 25/55

**Local, 41' to 60' R/W** 25/50

**Local, 40' R/W** 25/45

#### Structure Setbacks (Principal / Accessory Structures)

**Interior Side** 15/10

**Interior Rear** 20/50

**Maximum Structure Height** 50



## Highest and Best Use

The value of real property is, of course, directly related to the use to which it can be put. It follows that a particular parcel may have several different value levels under alternative uses. Accordingly, the property appraised herein is appraised under its Highest and Best Use. According to the American Institute of Real Estate Appraisers, the Highest and Best Use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) the use producing the highest value maximally productive. Highest and Best Use may be defined as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

Highest and best use is shaped by competitive forces within the market where the property is located ....it is an economic study of market forces focused on the subject property.

Source: The Appraisal of Real Estate, Appraisal Institute, Chicago, Illinois, 13th edition, 2008 pp.277-287

Because the use of the land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

The first determination reflects the fact that land value is derived from potential land use. The highest and best use of a property as improved refers to the optimal use that could be made of the property including all existing structures.

The determination of the highest and best use of land as though vacant is useful for land or site valuation; determining the highest and best use of an improved property provides a decision regarding continued use or demolition of the property.

In the analysis of Highest and Best Use, four major factors are taken into consideration. These are the Physically Possible, Legally Permissible, Financially Feasible and Maximally Productive uses.

1. **Legally Permissible:** The category of Legally Permissible uses includes an analysis of public development regulations, including current and possible future changes in zoning regulations and procedures, and private constraints including deed restrictions, leases, or any known encumbrances on title.
2. **Physically Possible:** The category of Physically Possible is an analysis of the subject's ability to support various improvement types. Included in this category is an analysis of the physical attributes of the land, access and transportation, infrastructure and available public services, environmental considerations, along with current and expected future neighborhood development trends.

3. **Financially Feasible:** Financial Feasibility is an analysis of the ability of the property to return the highest possible yield to the investment of land and improvements based on its income producing capability and the return requirements of investors in the market.
4. **Maximally Productive.** The "maximally productive" use is that physically possible and legally permissible use which creates the highest net return or yield to the subject site.

**Highest and Best Use as Vacant**

<b>Legal Permissibility</b>	
Zoning/Land Use:	A/RR, Agricultural/Rural Residential (Polk County)
Based on the allowable and conditional uses, what are the most probable uses of the property?	Residential, agricultural
<b>Physical Possibility</b>	
Size (Acres / SF)	0.62 / 27,034
Shape	The site is roughly rectangular.
Access	Poor
Topography	The subject has level topography at grade and no areas of wetlands.
Are there physical limitations that would restrict construction of the above uses on the property?	No, there are no physical limitations that restrict development on the subject site. However, the property is landlocked with no road frontage and is currently under the same ownership as the adjacent property to the north. The site has no direct access as a standalone parcel.
<b>Financial Feasibility</b>	
What is the health of the current market?	Stabilizing after period of decline
Is there reasonable demand for additional product in the marketplace?	Demand in the area is average
Conclusion:	Single family building improvements are considered to be financially feasible at the present time. However, the site is not conducive to single family use as there is no direct access. Sites of this type are typically best suited to be assembled with adjacent properties.
<b>Maximum Productivity</b>	
Conclusion:	Based on the legal and physical characteristics of the subject property, combined with the financial feasibility of the property in the marketplace, the maximally productive use of the subject is assemblage with adjacent property.
<b>Highest and Best Use as Vacant Conclusion</b>	Assemblage with adjacent property

## Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

### Cost Approach

The *Cost Approach* is based on the principle of substitution, which states that no rational person would pay more for a property than the amount for which he can obtain, by purchase of a site and construction of improvements without undue delay, a property of equal desirability and utility. The basic steps of the Cost Approach are to estimate land value as if vacant, to estimate the replacement or reproduction cost new of the basic improvements and minor structures (excluding any that were included as part of the land value), and then to estimate, in dollar amounts, the accrued depreciation caused by the physical deterioration, functional deficiencies, super adequacies, or any adverse economic influences. The next step is to deduct the accrued depreciation from the improvement's estimated replacement or reproduction cost new to arrive at a present depreciated cost estimate. Then, by adding the land value estimate, the result is an indicated value for the property by the Cost Approach.

The Cost Approach is summarized as follows:

$$\begin{array}{r} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ = \text{Value} \end{array}$$

### Sales Comparison Approach

The Sales Comparison Approach is based on the proposition that an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property with the same or similar utility. This approach is applicable when an active market provides sufficient quantities of reliable data, which can be verified from authoritative sources. The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

### Income Approach

The Income Approach concerns the present value of any future benefits of property ownership. Future benefits are generally indicated by the amount of net income the property will produce during its remaining useful life. After comparison of interest yields and characteristics of risk for investments of similar types and classes of property, this net income is then capitalized into an estimate of value. The value indicated by the Income Approach is usually the most indicative value for properties, which are generally held for income production, or investment type properties in general.



**Final Reconciliation**

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

***Analyses Applied***

A **cost analysis** was considered and was not developed because there is adequate data to develop a land value and the depreciation accrued to the improvements can be reasonably measured.

A **sales comparison analysis** was considered and was not developed because there is adequate data to develop a value opinion and this approach reflects market behavior for this property type.

An **income analysis** was considered and was not developed because the subject is an income producing property and there is adequate data to develop a value opinion with this approach.

The subject consists of a 0.62 acre, land-locked parcel located approximately 380 feet to the east of Steven Drive, north of Commonwealth Avenue (SR 33), just west of the city limits of Polk City. In the appraisal of vacant land, the Sales Comparison Approach is most commonly the only approach applied. The Cost Approach is not applicable and generally income and expense information for vacant land is not available. Therefore, the appraiser has relied solely on the Sales Comparison Approach for the valuation of the subject land.

## Sales Comparison Approach – Land Valuation

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

### Land Comparables

We have researched several comparables for this analysis; these are documented in the following table. All sales have been researched through numerous sources and verified by a party to the transaction whenever possible.

Comparable Market Data							
Sale #	Parcel ID	Size/Acres	Sale Date	Sale Price	Price/Acre	% Wetlands	Comments
1	25-24-32-000000-014210	1.26	1/8/2016	\$3,000	\$2,381	0%	Inaccessible tract, purchased by owner of adjacent property which has road frontage
2	25-24-32-000000-014150	1.26	5/2/2016	\$4,400	\$3,492	0%	Inaccessible tract, purchased by owner of adjacent property which has road frontage
3	25-24-32-000000-014020	1.26	3/30/2016	\$2,000	\$1,587	0%	Inaccessible tract, purchased by owner of adjacent property which has road frontage, two lots off of paved road
4	25-26-29-295302-Multiple	7.48	10/23/2015	\$50,000	\$6,684	4%	Frontage on paved road, superior access, superior medium density land use
5	26-26-07-000000-031100	2.00	4/2/2015	\$3,800	\$1,900	11%	Inaccessible tract
6	26-26-09-000000-031070	1.26	12/29/2015	\$3,000	\$2,381	27%	Inaccessible tract
7	26-26-01-488061-000070	26.46	6/1/2015	\$95,000	\$3,590	78%	Frontage on all weather road, superior access
8	25-25-07-000000-Multiple	32.91	8/25/2016	\$51,000	\$1,550	96%	Frontage on paved road, superior access
9	26-26-19-000000-013270	2.00	4/2/2015	\$1,300	\$650	57%	Inaccessible tract
10	26-26-18-000000-012190	2.00	3/25/2015	\$1,400	\$700	100%	Inaccessible tract
11	26-26-16-000000-013180	1.00	3/18/2015	\$800	\$800	100%	Inaccessible tract
12	26-26-16-000000-031260	2.04	11/12/2015	\$2,000	\$980	99%	Inaccessible tract
13	26-26-16-000000-023080	3.00	10/17/2014	\$2,500	\$833	100%	Inaccessible tract
14	24-25-25-000000-041180	6.61	12/18/2014	\$3,000	\$454	39%	Inaccessible tract
Subject		0.62				0%	Inaccessible tract

The subject property consists of a 0.62 acre, land-locked parcel located approximately 380 feet to the east of Steven Drive, north of Commonwealth Avenue (SR 33), just west of the city limits of Polk City. After considering the above comparables, sales 1, 2 and 3 were given considered to be most similar as they were purchased by the adjacent property owner for assemblage purposes. Comparables 1 and 2 were located one parcel off of the road similar to the subject. Less weight was placed on sale 3 which was further from the road being two parcels away. Based on this reasoning, we have arrived at an estimated value per acre of \$3,000 for the subject property as depicted in the table below.

Land Value Ranges & Reconciled Value	
Reconciled Value/Unit Value:	\$3,000
Subject Size:	0.62
Indicated Value:	\$1,860
<b>Reconciled Final Value:</b>	<b>\$1,900</b>
<b>One Thousand Nine Hundred Dollars</b>	



**Addenda**

8/8/2017

A.R.E.A. Real Estate Appraisers, Inc Mail - Quote for new appraisal report Polk city FL

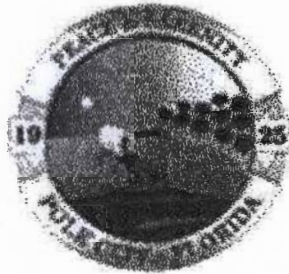
**From:** Keith Prestage [mailto:keith.prestage@mypolkcity.org]  
**Sent:** Monday, August 07, 2017 5:20 PM  
**To:** Jim Pruitt <jim@arearealestate.com>  
**Cc:** Patricia Jackson <patricia.jackson@mypolkcity.org>  
**Subject:** RE: Quote for new appraisal report Polk city FL

Jim

The City Manager agreed to your quote and everything is correct on your property descriptions please proceed with appraisals.

**Keith Prestage**

**Public Works Director**



**City of Polk City**

123 Broadway Boulevard SE

Polk City, FL 33868

Phone - 863-984-1375 x 232

Mobile- 863-242-2642

Fax - 863-984-2334

keith.prestage@mypolkcity.org

www.mypolkcity.org

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.



## PROFESSIONAL QUALIFICATIONS

### OSWALD P. CARREROU, President

A.R.E.A. REAL ESTATE APPRAISERS, INC.,  
 State Certified General Contractor CGC 1511393  
 State Certified General Real Estate Appraiser RZ271

Mr. Carrerou founded A.R.E.A Real Estate Appraisers, Incorporated in 1982. He is currently the owner and President of the firm, which specializes in appraising commercial, industrial, agricultural, residential, and special purpose properties. Mr. Carrerou is committed to excellence and quality and is dedicated to providing superior customer service.

State Certified General Real Estate Appraiser,	1990, No. RZ271
President, A.R.E.A. Real Estate Appraisers, Inc.	SINCE 1982
President, Premier Construction, LLC	SINCE 1996
Special Magistrate Appointment: Highlands County, Florida	1999 – 2001, 2003 – 2008
Polk County, Florida	2000 – 2001, 2004 – 2010
Brevard County, Florida	2009, 2010, 2011, 2012
Alachua County, Florida	2009, 2010, 2011, 2012

## FORMAL EDUCATION

### Florida State University - Tallahassee, Florida

Bachelor of Science in Business Administration and Real Estate - 1978

## PROFESSIONAL ASSOCIATIONS, DESIGNATIONS & MEMBERSHIPS

APPRAISAL INSTITUTE, SRA Designation - 1982  
 STATE CERTIFIED GENERAL REAL ESTATE APPRAISER, Since 1990, #RZ271 (State of Florida)  
 STATE CERTIFIED GENERAL REAL PROPERTY APPRAISER, Since 2008, #332706 (State of Georgia)  
 STATE CERTIFIED GENERAL CONTRACTOR 1511393  
 Florida Association of Realtors  
 East Polk County Association of Realtors  
 Licensed Real Estate Broker - State of Florida

## EDUCATIONAL CREDITS -(Courses Completed)

Appraisal Institute  
 SRA Designation, 1982  
 410 Standard of Professional Practice Part a (USPAP)  
 430 Standards of Professional Practice, Part "C"  
 510 Advanced Income Capitalization  
 520 Highest & Best Use and Market Analysis  
 530 Advanced Sales Comparison and Cost Approach  
 Regression Analysis in Appraisal Practice  
 707 Technology Forum, Part I  
 713 Technology Forum Part II  
 Appraisal of Retail Properties  
 Subdivision Valuation  
 Litigation Appraising  
 Condemnation Appraising Principles & App  
 Liens, Taxes, and Foreclosures

### Florida State University

Real Estate Principles and Practices  
 Real Estate Finance  
 Real Estate Appraisal  
 Advanced Real Estate Appraisal  
 Legal Environment of Real Estate  
 Real Estate Feasibility Analysis

Florida Department of Revenue, Stephen Keller, Office of General Counsel  
 Value Adjustment Board/Special Master Training Seminar  
 Value Adjustment Board workshop on drafting new VAB procedures – Tallahassee, May 2009



OSWALD P. CARREROU, TYPES OF APPRAISALS COMPLETED

**AGRICULTURAL & VACANT LAND:**

- Citrus Groves, Pasture and Crop Land
- Commercial & Industrial
- Residential
- Conservation/Reserved Wetlands

**RESIDENTIAL:**

- Townhome, Villa, Duplex
- Single Family
- Condominium
- Planned Residential Subdivisions

**RESIDENTIAL INCOME PRODUCING:**

- Apartment Buildings
- Small Residential Income (1-4 family)
- Proposed and Existing Townhome Developments

**INDUSTRIAL:**

- Distribution, Storage & Mini-Storage Warehouses
- Flex-Space Industrial Buildings

**COMMERCIAL:**

- Luxury Hotels
- Resort Motels
- Free-Standing & Multi-Story Office Buildings
- Professional Office Condominiums
- Community & Neighborhood Shopping Centers
- Free-Standing & Retail Strip Centers
- Mobile Home and Recreational Vehicle Parks
- Restaurants, Including Fast Food & Drive-Through
- Service Stations, Service Garages & Dealerships

**SPECIAL PURPOSE & OTHER:**

- Have provided appraisal services, valuation analysis and consulting services.
- Completing several eminent domain appraisal assignments in Polk and Hillsboro Counties.
- Qualified as an Expert Witness Polk, Hillsboro through testimony in several trials and Order of Taking Hearings.

**EXPERIENCE**

- 1982 to Present      A.R.E. A. Real Estate Appraisers, Inc., President  
Single Family, Multiple Family, Condominium, Commercial Appraising (100% time appraising).
- 6/80 to 4/82      Cypress Gardens Realty, 290 Cypress Gardens Boulevard, Winter Haven, Florida. Single Family, Multiple Family, Condominium, Commercial Appraising (100% time appraising).
- 8/78 to 6/80      First Federal of Broward, Fort Lauderdale, Florida. Single Family, Multiple Family and Condominiums (100% time appraising).

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**FLORIDA REAL ESTATE APPRAISAL BOARD**

<b>LICENSE NUMBER</b>	
R2271	

The **CERTIFIED GENERAL APPRAISER**  
Named below IS **CERTIFIED**  
Under the provisions of **Chapter 475 FS.**  
Expiration date: **NOV 30, 2018**

**CARREROU, OSWALD P**  
**1136 FIRST STREET SOUTH**  
**WINTER HAVEN FL 33880**



ISSUED: 11/06/2016      DISPLAY AS REQUIRED BY LAW      SEQ# L1611060002136



## PROFESSIONAL QUALIFICATIONS

**KEVIN L. WILLIAMS**

SENIOR ASSOCIATE

COMMERCIAL APPRAISAL DEPARTMENT

A.R.E.A. REAL ESTATE APPRAISERS, INC.

State Certified General REA #RZ2630

### REAL ESTATE/APPRaisal EXPERIENCE

*July 2011-Present*

KLW Partnership, Inc., President

*August 1992-Present*

A.R.E.A. Real Estate Appraisers, Inc.; Winter Haven, Florida; Fee Appraiser

*February 1992-August 1992*

Appraisal Associates of Central Florida; Lakeland, Florida; Fee Appraiser

### EDUCATIONAL/PROFESSIONAL CREDITS

#### **McKissock Real Estate & Appraisal School, November 2014**

U.S.P.A.P. Update 2016-2017

Florida Appraisal Laws and Regulations (2016)

Appraisal of Fast Food Facilities

Appraisal of Owner Occupied Commercial Properties

Appraisal of Small Apartment Properties

#### **McKissock Real Estate & Appraisal School, November 2014**

U.S.P.A.P. Update 2014-2015

Florida Appraisal Laws and Regulations (2014)

Essential Elements of Disclosures and Disclaimers

Appraisal of Assisted Living Facilities

Appraisal of Self-Storage Facilities

#### **Cooke Real Estate School, November 2012**

Foreclosure Basics for Appraisers

Appraisal of 2-4 Family and Multi-Family Properties

#### **Appraisal Institute, February 2006**

Subdivision Valuation Seminar

#### **CLE International**

Eminent Domain Conference, 2003

#### **Elgin School of Real Estate**

Course AB-III, July 2002

#### **Institute of Florida Real Estate Careers**

U.S.P.A.P. Course, 1992

Certified Appraiser Course, AB I, 1992

Courses, AB-II and AB-IIB, November 1994

#### **American Society of Appraisers**

U.S.P.A.P., 1994

**EDUCATIONAL/PROFESSIONAL CREDITS (Continued)**

**Bert Rogers Schools of Real Estate**

Real Estate Principles, Practices, and Law, 1992

**Polk Community College**

Real Estate Principles, Practices, and Law, 1990

**PROFESSIONAL RECOGNITION**

State Certified General REA, #RZ2630

Florida Real Estate Salesman, #0568988

**TYPES OF PROPERTY APPRAISED**

RESIDENTIAL:	Single family homes; 2-4 family dwellings; Vacant residential land; Employee Relocation; Condominiums
COMMERCIAL:	Office buildings; Retail buildings; Office warehouse properties; Commercial land; Strip shopping centers; Convenience Stores; Apartment Complexes; Existing and proposed residential subdivisions; Convenience stores; Mixed use; Day care centers; Churches
INDUSTRIAL:	Warehouse properties; Distribution warehouses; Manufacturing complexes; Mini-warehouse storage complexes
AGRICULTURAL:	Citrus groves; Farmland; Pasture land; Wetlands; Timberland
SPECIAL USE:	Bowling Alleys, Residential Airstrips; Replacement Cost Analysis
SPECIAL PURPOSE:	Eminent Domain, Probate, Tax Assessment Evaluation
EMINENT DOMAIN:	Florida Department of Transportation, District VII; Partial Takings; Full Takings; Easements; Roadways; Railroad Easements
REVIEW:	Review of all commercial and residential property types

RICK SCOTT, GOVERNOR

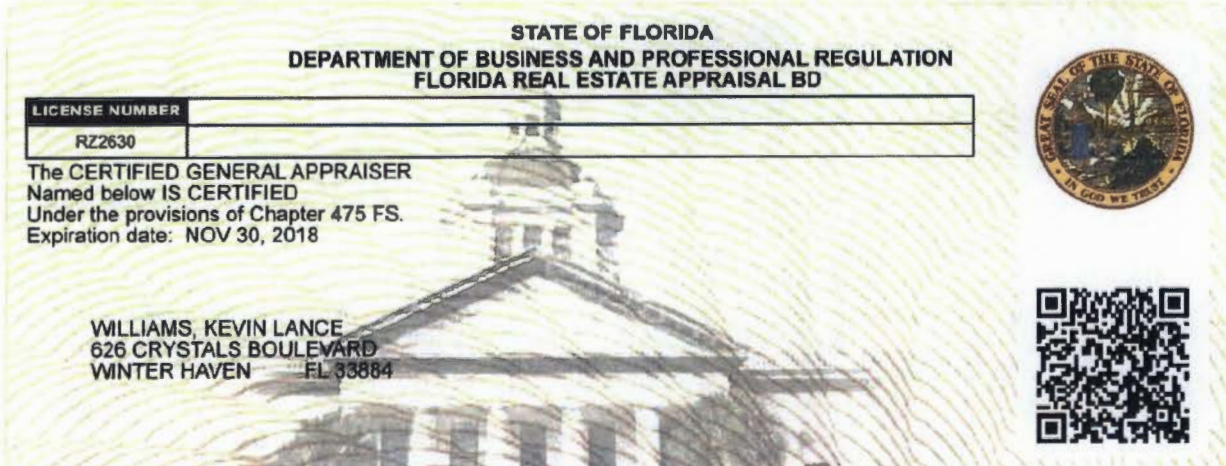


KEN LAWSON, SECRETARY

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**FLORIDA REAL ESTATE APPRAISAL BD**

<b>LICENSE NUMBER</b>	
RZ2630	

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2018

WILLIAMS, KEVIN LANCE  
626 CRYSTALS BOULEVARD  
WINTER HAVEN FL 33884



ISSUED: 11/30/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611300002565





## City of Polk City City Commission Agenda Form

Meeting Date: November 20, 2017

Item Number: 6

<b>Subject:</b>	
Resolution 2017-09, Declaring Certain Property Surplus	
<b>Department:</b> Administration	
<b>Summary:</b>	
We have several items that need to be declared as surplus	
<b>Requested Commission Action:</b>	
Approve Resolution 2017-09	
<b>Financial Impact:</b>	
Attachments:        X	Supporting Documents Reviewed        X
<b>Submitting Department Head:</b>	<b>Date:</b>
Patricia R. Jackson	11/16/2017
<b>Approved by City Manager:</b>	<b>Date:</b>
City Commission Action: <input type="checkbox"/> Approved as Recommended <input type="checkbox"/> Approved with Modifications <input type="checkbox"/> Tabled to Time Certain    Date: _____ <input type="checkbox"/> Denied	

## RESOLUTION 2017-09

**A RESOLUTION OF THE CITY COMMISSION OF POLK CITY, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; PROVIDING FOR AUTHORIZATION FOR THE PUBLIC SALE, SUBSEQUENT DONATION OR DISPOSAL OF SAID PERSONAL PROPERTY; PROVIDING FOR THE PRIOR ADVERTISEMENT OF SAID SALE; PROVIDING FOR ALL REVENUE TO BE PLACED IN THE GENERAL FUND; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Polk City has accumulated certain personal property which is no longer useful or beneficial because of its usefulness; and

**WHEREAS**, the CITY COMMISSION of Polk City has determined that it is in the best interest of the residents of Polk City to declare the below listed personal property as surplus property, and to subsequently dispose of said property by public sale or by subsequent donation; and

**WHEREAS**, Chapter 2, Article III, Section 2-133 *Sale of Surplus City Property*, of the Code of Polk City, Florida, authorizes the sale of surplus property under certain circumstances.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF POLK CITY, FLORIDA:**

**SECTION 1. Recitals Incorporated.** The above recitals are true and correct, and are incorporated herein.

**SECTION 2. Declaration of Surplus Property.** The CITY COMMISSION of Polk City hereby declares that the following personal property listed and described in Exhibit "A" which is attached hereto and fully incorporated

herein by reference, is surplus property, and that said personal property is obsolete, no longer useful and is burdensome.

**SECTION 3. Advertisement, Sale and Disposal of Surplus Property.**

The City Manager is hereby directed to sell and/or dispose of the property described in Exhibit "A" to governmental units in the county, to private non-profit agencies or the public for the best possible price following the due and proper advertisement of said property. Any property remaining unsold after the completion of said sale shall be subsequently donated to or otherwise disposed of as provided by law.

**SECTION 4. Revenue of Sale.** All Revenue received from the sale of the described property shall be paid into the general fund.

**SECTION 5. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**RESOLVED, PASSED AND CERTIFIED AS TO PASSAGE THIS 20th DAY OF November, 2017**

**CITY COMMISSION of Polk City**

\_\_\_\_\_  
Joe LaCascia, Mayor

**ATTEST:**

\_\_\_\_\_  
Patricia R. Jackson, City Manager

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Thomas A. Cloud, City Attorney



# Exhibit A

## Surplus List

### Trade in for new tractor and 8' cutter

1997 JOHN DEERE 5300 TRACTOR -  
LV5300E631568  
2013 BUSH HOG BH26 - 1200318

### Trade in for new Gators

JOHN DEERE 4X2 GAS TURF GATOR  
2004 JOHN DEERE 4X2 GAS TURF GATOR -  
WOOTURF020233  
WORKSAVER RAKE LRHD6  
FORKLIFT CAGE

### Trade in for new box blade

KINGKUTTER DISK  
SERIAL# W26106



## City of Polk City City Commission Agenda Form

Meeting Date: November 20, 2017

Item Number: 7

<b>Subject:</b>	
CFRPC Planning Advisory Services Agreement for Parks and Recreation Master Plan	
<b>Department:</b>	
Development Services	
<b>Summary:</b>	
This agreement is for advisory services to assist with the Parks & Recreation Master Plan per the grant the City received from DEO.	
<b>Requested Commission Action:</b>	
Approve Agreement	
<b>Financial Impact:</b>	
There is no financial impact to the City, funding is provided via the DEO grand which requires no matching funds.	
Attachments:           X	Supporting Documents Reviewed           X
Submitting Department Head:	Date:
Kathy Delp, Development Services Director	11/16/2017
Approved by City Manager:	Date:
Patricia R. Jackson, City Manager	11/16/2017
City Commission Action: <input type="checkbox"/> Approved as Recommended	
<input type="checkbox"/> Approved with Modifications	
<input type="checkbox"/> Tabled to Time Certain    Date: _____	
<input type="checkbox"/> Denied	

# PLANNING ADVISORY SERVICES AGREEMENT

with the

## POLK CITY

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and **Polk City** (hereinafter referred to as the "CITY").

### BACKGROUND

- A. The CITY desires to engage the COUNCIL to provide professional planning services to prepare a Parks and Recreation Master Plan for the City, which is detailed in Attachment A titled Community Planning Technical Assistance Grant Agreement State of Florida Department of Economic Opportunity, Agreement # P0271. The Scope of Work is provided as Attachment 1 on page 23.
- B. The COUNCIL acknowledges the Grant Agreement between the State of Florida Department of Economic Opportunity and the CITY (AGREEMENT) which is provided as Attachment A of this Agreement. Consistent with that AGREEMENT, the COUNCIL shall be consistent with Section I.F.11.a. Funding Requirements of Section 215.971(1), F.S.; Section I.K. Audit and Records (where applicable); Section I.F.8.d., Discriminatory Vendors; Scope of Work 18., Non-Discrimination; Section I.F.5., Public Entity Crime; Section I.F.10. Information Release; and Section I.L., Employment Eligibility Verification.
- C. The COUNCIL desires to provide such professional services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

### I. GENERAL

The CITY engages the COUNCIL to assist the CITY in developing an Economic Development Strategy; and the COUNCIL shall provide the professional services required under this Agreement with the CITY.

### II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

### III. COMPENSATION

As consideration for performance of Work, the CITY agrees to pay a fixed fee of \$25,000 (twenty-five thousand dollars) to be paid in three (3) payments as follows: \$5,000 by January 30, 2017; \$10,000 by April 30, 2018, and \$10,000 by June 15, 2018. Payment



shall be made upon receipt of an acceptable completed invoice from the COUNCIL and release of funds to the CITY by the Florida Department of Economic Opportunity. Project deliverables will be consistent with the Scope of Work provided in Attachment A -Community Planning Technical Assistance Grant Agreement State of Florida Department of Economic Opportunity, Agreement # P0271. The Scope of Work is provided as Attachment 1 on page 23.

All fees and payments for additional Scope of Work, if required, shall be negotiated.

#### **IV. PERIOD OF AGREEMENT**

The services of the COUNCIL are to commence upon execution of this agreement.

#### **V. MODIFICATION OF AGREEMENT**

- A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the CITY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.
- B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

#### **VI. TERMINATION**

- A. This Agreement may be terminated by written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

#### **VII. COMPLIANCE WITH LAWS**

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

#### **VIII. PERSONNEL**

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified

persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

#### **IX. DATA TO BE FURNISHED TO COUNCIL**

Upon reasonable request of the COUNCIL, the CITY shall provide to the COUNCIL all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of Work of the COUNCIL under this Agreement.

#### **X. RIGHT TO WORK PRODUCTS**

Copies of all of work products shall become the property of the CITY.

#### **XI. ASSIGNMENT**

This Agreement shall not be assignable.

#### **XII. EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) *Definitions.* As used in this paragraph

*Employee assigned to this Agreement* means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the agreement.

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for COUNCIL or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the United States Virgin Islands.

(b) *Enrollment and verification requirements.*

- (1) The COUNCIL must be enrolled in E-Verify at time of execution of this Agreement, and the COUNCIL shall use E-Verify to initiate verification of employment eligibility of—

- (i) *All new employees.*

(A) *Enrolled 30 calendar days or more.* The COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

(B) *Enrolled less than 30 calendar days.* Within 30 calendar days after enrollment in E-Verify, the COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire.

(ii) *Employees assigned to this Agreement.* For each employee assigned to this Agreement, the COUNCIL shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of execution of this Agreement or within 30 days after assignment to this Agreement, whichever date is later.

(2) The COUNCIL shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program Memorandum of Understanding (MOU). Termination of the COUNCIL's MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

(d) *Individuals previously verified.* The COUNCIL is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the COUNCIL through the E-Verify program.

(e) *Subcontracts.* The COUNCIL shall include, and shall require the inclusion of, the requirements of this paragraph, including this subparagraph (e) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

## **XVI. SUBCONTRACTS**

The COUNCIL agrees to perform economic development services or similar business assistance services on behalf of the CITY and shall report on performance, account for proper use of funds provided under this Agreement (including the provision of audit rights pursuant to Section I.K. Auditing and Records (where applicable).

The COUNCIL shall only expend funding under this agreement for allowable costs resulting from obligations incurred during the AGREEMENT period.



**XV. DISCRIMINATORY VENDOR**

The COUNCIL affirms it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the COUNCIL been placed on the Discriminatory Vendor List. The COUNCIL further agrees that it shall not violate such law during the term of this Agreement.

**XVI. NON-DISCRIMINATION**

The COUNCIL shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age.

**XVII. HARASSMENT-FREE WORKPLACE**

The COUNCIL shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

**XVIII. PUBLIC ENTITY CRIMES**

The COUNCIL affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the COUNCIL been convicted for a Public Entity Crime. The COUNCIL agrees it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement in accordance with Section 287.133(4).

**XIX. LOBBYING**

The COUNCIL shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

**XX. INFORMATION RELEASE (PUBLIC RECORDS ACCESS)**

The CITY AND COUNCIL agree that the COUNCIL shall comply with Florida's public records law to specifically include:

- A. The COUNCIL shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The COUNCIL shall keep and maintain public records required to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the CITY for refusal by the COUNCIL to either provide public records to the CITY upon request, or to allow inspection and copying of all public records made or received by the COUNCIL in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If the COUNCIL meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of

the public agency], then the following requirements apply:

- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify Contractor of the request, and the COUNCIL must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If the COUNCIL fails to provide the public records to the CITY within a reasonable time, Contractor may be subject to penalties under s. 119.10, F.S.
- ii. Upon request from the CITY's custodian of public records, the COUNCIL shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. The COUNCIL shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the COUNCIL does not transfer the records to the CITY.
- iv. Upon completion of the Agreement, Contractor shall transfer, at no cost to CITY, all public records in possession of Contractor or keep and maintain public records required by the CITY to perform the services under this Agreement. If the COUNCIL transfers all public records to the CITY upon completion of the Agreement, the COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the COUNCIL shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to CITY, upon request from the CITY's custodian of public records, in a format that is accessible by and compatible with the information technology systems of CITY.

**D. IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT 863-984-1375, BY EMAIL AT [sheandolen.dunn@mypolkcitey.org](mailto:sheandolen.dunn@mypolkcitey.org), OR AT THE MAILING ADDRESS BELOW:.**

**POLK CITY  
123 BROADWAY BLVD. SE  
POLK CITY, FL 33868**

**XXI. TERMS AND CONDITIONS**

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

**IN WITNESS WHEREOF**, the CITY and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

**POLK CITY**

**CENTRAL FLORIDA REGIONAL  
PLANNING COUNCIL**

By: \_\_\_\_\_  
Joe LaCascia, Mayor

By: \_\_\_\_\_  
Patricia M. Steed, Executive Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Approved as to legal form and sufficiency:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Council Attorney



**Community Planning Technical Assistance  
Grant Agreement  
State of Florida Department of Economic Opportunity**

**Agreement # P0271**

**COMMUNITY PLANNING TECHNICAL ASSISTANCE  
GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**THIS GRANT AGREEMENT ("Agreement")** is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and ~~City of~~ Polk City, Florida ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

**I. GRANTEE AGREES:**

**A. Performance Requirements:**

Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all of its attachments and/or exhibits, which are incorporated by reference herein.

**B. Type of Agreement:**

This Agreement is a cost reimbursement agreement.

**C. Agreement Period:**

The term of this Agreement begins on July 1, 2017, and shall end on June 30, 2018. DEO shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee's satisfactory performance of all duties and obligations hereunder, as determined by DEO.

**D. Agreement Payment:**

This Agreement shall not exceed *Twenty Five Thousand Dollars (\$25,000)* which shall be paid by DEO in consideration for Grantee's provision of services as set forth by the terms and conditions of this Agreement. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

**E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):**

1. Grantee shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

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2. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
  3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.
  4. Grantee shall perform all work described in Attachment 1, Scope of Work.
  5. Receipt by Grantee of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
  6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.
  7. Renewal: This Agreement may not be renewed.
  8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified herein.
  9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Grantee; whereas, intellectual property rights to all property created or otherwise developed by Grantee specifically for DEO will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.
- F. Governing Laws of the State of Florida:**
1. Grantee agrees that this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.
  2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.



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3. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO'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 this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.
4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
5. **Public Entity Crime:** Pursuant to section 287.133(2)(a), F.S., 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 an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement 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 an agreement 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 thirty-six (36) months from the date of being placed on the convicted vendor list.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
7. **Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including

any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

**8. Mandatory Disclosure Requirements:**

- a. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.
- b. **Vendors on Scrutinized Companies Lists:** If this Agreement is in the amount of \$1 million or more, in executing this Agreement, Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.
  - 1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification or if Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.
  - 2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Grantee.
  - 3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.
- c. **Discriminatory Vendors:** Grantee shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a), F.S. appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
  - 1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
  - 2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;



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- 3) submit bids, proposals, or replies on leases of real property to a public entity;
- 4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or
- 5) transact business with any public entity.

**9. [Intentionally Omitted.]**

**10. Information Release:**

- a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's public records coordinator, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's public records coordinator, in a format that is compatible with the information technology systems of DEO.
- b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential



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and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.

- f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of such request.
- h. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

**11. Funding Requirements of Section 215.971(1), F.S.:**

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. 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 ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).
- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

**G. Grantee Payments:**

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures, with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
  - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, the deliverable for which payment is sought, a statement that the deliverable has been completed, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
  - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late



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payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<http://www.myfloridacfo.com/aadir/interest.htm>

**H. Final Invoice:**

Grantee shall submit the final invoice for payment to DEO no later than **60** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

**I. Return or Recoupment of Funds:**

1. Grantee shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by DEO. In the event that Grantee or its independent auditor discovers that an overpayment has been made, Grantee shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Grantee by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.
3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

**J. Vendor Ombudsman:**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**K. Audits and Records:**

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and



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Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.
7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

**L. Employment Eligibility Verification:**

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Grantee to:
  - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and,
  - b. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

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2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

3. If Grantee does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

**M. Duty of Continuing Disclosure of Legal Proceedings:** (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., the provisions of this section are not applicable)

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
  - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and,
  - b. Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

**N. Assignments and Subcontracts:**

1. Grantee agrees to neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part



of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.

3. Grantee agrees that 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 Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.



7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

**O. [Intentionally Omitted.]**

**P. Nonexpendable Property:**

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

**Q. [Intentionally Omitted.]**

**R. Procurement:**

Grantee shall, at a minimum, follow its internal procurement policies and procedures.

**S. Insurance:**

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During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

DEO 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 Grantee providing such insurance. The following types of insurance are required.

**1. Grantee's Commercial General Liability Insurance:**

Unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

**2. Workers' Compensation and Employer's Liability Insurance:**

Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, at a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

**3. Other Insurance:**

During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

**T. Confidentiality and Safeguarding Information:**

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state



and federal laws will govern disclosure of any confidential information received by the State of Florida.

2. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.
6. Grantee shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Grantee, its employees, agents, or representatives which is not in compliance with the terms of this Agreement (of which it becomes aware). Grantee also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Grantee by its sub-contractors or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. "Breach of security" or "breach" means the unauthorized access of data in



electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**U. Warranty of Ability to Perform:**

Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**V. Patents, Copyrights, and Royalties:**

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida. The rights to any invention resulting from this Agreement that is for the performance of experimental, developmental, or research work are governed by 37 C.F.R. Part 401 and any of its implementing regulations as applicable.
2. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Grantee shall notify DEO. Any and all copyrights accruing under or in connection with the performance funded by this Agreement are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

**W. Independent Contractor Status:**

In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent Contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein. Nothing in

this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.
3. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**X. Electronic Funds Transfer:**

Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party signs this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

[http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

**II. GRANTEE AND DEO AGREE:**

**A. Renegotiation or Modification:**

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Grantee. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

**B. Time is of the Essence:**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

**C. Termination:**

**1. Termination Due to the Lack of Funds:**

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

**2. Termination for Cause:**

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**3. Termination for Convenience:**

DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Grantee shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Grantee shall not be entitled to recover any cancellation charges or lost profits.



**D. Dispute Resolution:**

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive, unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to section 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**E. Indemnification (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):**

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to 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 the State or DEO.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO 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. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

**F. Limitation of Liability:**

For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the

greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

Unless otherwise specifically enumerated in the Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or 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 them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**G. Force Majeure and Notice of Delay from Force Majeure:**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE 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. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO 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 DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from 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 the Agreement in whole or in part.

**H. Severability:**



If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

**I. Authority of Grantee's Signatory:**

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the Grantee's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

**J. Execution in Counterparts:**

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**K. Contact Information for Grantee and DEO:**

**DEO's Agreement Manager:**

Stella Lewis  
Department of Economic Opportunity  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-4120  
Telephone: (850) 717-8487  
Facsimile: (850) 717-8522  
Email: stella.lewis@deo.myflorida.com

**Grantee's Agreement Manager:**

Patricia Jackson, City Manager  
123 Broadway Boulevard, SE  
Polk City, Florida 33868  
Telephone: (863) 984-1375  
patricia.jackson@mypolkcity.org

In the event that any of the information provided above changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

**L. Notices:**

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used



to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt or (iii) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**M. Attachments and Exhibits:** Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Agreement:

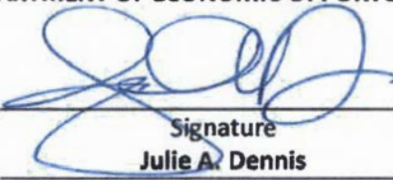
- Attachment 1: Scope of Work
- Attachment 1-A: Invoice: Grantee Subcontractor(s) (Contractual Services)
- Attachment 1-B: Invoice: Grantee's Employee(s)
- Attachment 1-C: Invoice: Combination of Grantee Subcontractor(s) and Grantee's Employee(s)
- Attachment 1-D: Grant Agreement Final Closeout Form
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

**N. Execution:**

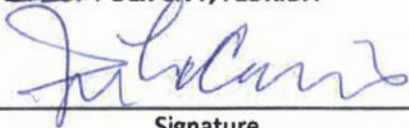
I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

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

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By   
 Signature  
**Julie A. Dennis**  
 Director  
 Title Division of Community Development  
 Date 11/9/17

~~CITY OF~~ **POLK CITY, FLORIDA**

By   
 Signature  
**Joe LaCascia**  
 Title Mayor  
 Date 10/30/17

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

**OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

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

**Agreement # P0271**

**Approved Date:** \_\_\_\_\_

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**Attachment 1**

**SCOPE OF WORK**

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to section 163.3168, F.S., and Specific Appropriation 2224Q, Chapter 2017-70, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** Grantee shall prepare a proposed City of Polk City Park and Recreation Master Plan. The proposed Park and Recreation Master Plan shall include the following: (1) an inventory of the City's existing recreation facilities and programs; 2) a Needs Assessment of future recreation facilities; (3) recommended future park and recreation programs and improvements over the next 20 years; (4) goals to provide a cohesive network of parks, trails and open space; (5) land acquisition policies for parks and recreation uses; (6) a conceptual site plan for the approximately 13 acre Citrus Grove Boulevard Tract; and (7) any other information deemed appropriate by Grantee. Grantee shall seek public input regarding the Park and Recreation Master Plan through a public meeting and City of Polk City Commission workshop.
3. **GRANTEE RESPONSIBILITIES:** To perform the work and timely provide DEO with the deliverables identified in this paragraph and the table in paragraph 5 below pursuant to the terms of this Agreement.
  - A. **Deliverable 1. Public Meeting.**

Grantee shall conduct an advertised public meeting of cycling and trail groups in the area (such as Polk Cycling Group and Van Fleet State Trail Group), City of Polk City Recreation Committee, and the community regarding potential park and recreation projects within the City of Polk City. Grantee shall prepare presentation materials to be used at the meeting.
  - B. **Deliverable 2. Preliminary Proposed Parks and Recreation Master Plan.**

Grantee shall prepare a preliminary proposed City of Polk City Parks and Recreation Master Plan that includes the following: (a) inventory of all existing Polk City recreation facilities and programs; (b) "Needs Assessment" of future recreation facilities for the next 20 years; (3) recommended future parks (types of parks, quantities of parks, and locations for park sites) and recreation programs and improvements over the next 20 years; (4) goals to provide a cohesive network of parks, trails and open space; (5) land acquisition policies for parks and recreation uses; (6) a conceptual site plan addressing park and recreation use for the approximately 13 acre Citrus Gove Boulevard Tract adjacent to the Van Fleet Trail; and (7) any other information deemed appropriate by the Grantee.
  - C. **Deliverable 3. Presentation to City Commission and Final Proposed Plan.**
    1. Grantee shall present the preliminary proposed City of Polk City Parks and Recreation Master Plan to the City Commission at an advertised City Commission workshop to obtain comments on the preliminary proposed Plan.
    2. Grantee shall prepare a final proposed City of Polk City Parks and Recreation Master Plan based on the comments of paragraph 3.C.1. above. Grantee shall prepare a written



narrative summary identifying the changes to the preliminary proposed City of Polk City Parks and Recreation Master Plan that resulted in the final proposed City of Polk City Parks and Recreation Master Plan.

- 4. **DEO RESPONSIBILITIES:** To receive and review deliverables and, upon acceptance of deliverables and receipt of a complete invoice, process payment pursuant to the terms of this Agreement.
- 5. **DELIVERABLES:** The specific deliverables, tasks, minimum level of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
<p><b>Deliverable 1. Public Meeting.</b></p> <p>Grantee shall conduct a public meeting in accordance with paragraph 3.A. above.</p> <p><b>Deliverable due date:</b> <b>December 29, 2017</b></p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of the notice and agenda for the meeting.</li> <li>2. Summary of the presentation material used at the meeting.</li> <li>3. Summary of input received at the meeting.</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and all maps identified above, if any, on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	<p>\$5,000</p>	<p>As provided in paragraph 9 below.</p>
<p><b>Deliverable 2. Preliminary Proposed Park and Recreation Master Plan.</b></p> <p>Grantee shall prepare a preliminary proposed City of Polk City Park and Recreation Master Plan in accordance with paragraph 3.B. above.</p> <p><b>Deliverable due date:</b> <b>March 30, 2018</b></p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <p>Preliminary proposed City of Polk City Parks and Recreation Master Plan.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and all maps identified above, if any, on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>	<p>\$10,000</p>	<p>As provided in paragraph 9 below.</p>
<p><b>Deliverable 3. Presentation to</b></p>	<p>Completion of Deliverable 3 as</p>	<p>\$10,000</p>	<p>As provided in</p>

<p><b>City Commission and Final Proposed Park and Recreation Master Plan.</b></p> <p>Grantee shall present the proposed City of Polk City Parks and Recreation Master Plan to the City Commission, prepare a final proposed City of Polk City Parks and Recreation Master Plan, and prepare a written narrative summary identifying the changes to the preliminary proposed Parks and Recreation Master Plan that resulted in the final proposed Parks and Recreation Master Plan in accordance with paragraph 3.C. above.</p> <p><b>Deliverable due date: May 31, 2018</b></p>	<p>evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of the notice and agenda for the.</li> <li>2. Summary of input received at the workshop.</li> <li>3. Final proposed City of Polk City Parks and Recreation Master Plan.</li> <li>4. Summary identification of the changes to the preliminary proposed Parks and Recreation Master Plan that resulted in the final proposed Parks and Recreation Master Plan.</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and all maps identified above, if any, on a compact disc in PDF format with ArcGIS compatible shapefiles.</p>		<p>paragraph 9 below.</p>
<p><b>Total Payment Amount Not to Exceed: \$25,000</b></p>			

6. **COST SHIFTING:** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed ten (10) percent of each deliverable total funding amount. Changes that exceed ten (10) percent of each deliverable total funding amount will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

7. **INVOICE SUBMITTAL AND PAYMENT.** DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with Section I.G., **Grantee Payments**, in the amount(s) identified per deliverable in paragraph 5 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.11, **Funding Requirements of section 215.971, F.S.**, of this Agreement, Grantee will be reimbursed for allowable costs incurred and expended during the Agreement period by Grantee in carrying out the Project.

Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail either (a) with a deliverable, or (b) no later than seven (7) calendar days after written notice to Grantee that DEO has

accepted the deliverable. Invoices are not required to be submitted through the Ariba Supplier Network described in Section I.G.2. of this Agreement. Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).

Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address,
2. Grantee's federal employer identification number,
3. the Agreement number,
4. the Grantee's invoice number,
5. an invoice date,
6. the dates of service,
7. the deliverable number,
8. a description of the deliverable,
9. a statement that the deliverable has been completed and
10. the amount being requested.

Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section I.H., **Final Invoice**, of this Agreement.

**Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:

**a. For Work Performed by a Subcontractor:**

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
2. Copies of paid invoices submitted to Grantee by the Subcontractor; and,
3. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

**b. For Work Performed by Grantee's Employees:**

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
2. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
  - a. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
  - b. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
3. Invoices or receipts for other direct costs.



- a. Stop work under this Agreement on the date and to the extent specified in the notice,
- b. Complete performance of such part of the work as shall not have been terminated by DEO,
- c. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest, and
- d. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1-A – Invoice: Grantee Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE NAME: \_\_\_\_\_  
 FEIN: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_  
 INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Stella Lewis  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p>Dates of Service: _____</p> <p>Deliverable _____ Completed:                      [copy description of the deliverable from Scope of Work, paragraph 3]</p> <p><u>Category expenditures:</u></p> <p>Contractual Services</p>	<p>\$__</p>
<p><b>TOTAL</b></p>	<p>\$__</p>

Attachment 1-B – Invoice: Grantee’s Employee(s)

INVOICE

GRANTEE NAME: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_

FEIN: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Stella Lewis  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
<p><b>Dates of Service:</b> _____</p>	
<p><b>Deliverable _____ Completed:</b>                      [copy description of the deliverable from Scope of Work, paragraph 3]</p>	
<p><u>Category expenditures:</u></p>	
<p>Salaries</p>	<p>\$ _____</p>
<p>Fringe Benefits</p>	<p>\$ _____</p>
<p>Travel</p>	<p>\$ _____</p>
<p>Postage</p>	<p>\$ _____</p>
<p>[other direct costs: identify them]</p>	<p>\$ _____</p>
<p><b>TOTAL</b></p>	<p>\$ _____</p>



Attachment 1-C – Invoice: Combination of Grantee Subcontractor(s) and Grantee’s Employee(s)

INVOICE

GRANTEE NAME: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_

FEIN: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**  
 Florida Department of Economic Opportunity  
 Division of Community Development  
 Attn.: Stella Lewis  
 107 East Madison Street  
 Caldwell Building, MSC 160  
 Tallahassee, FL 32399

**FOR:**  
 [Grantee name]  
 [Grantee address]  
 [Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____	
Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, paragraph 3]	
<u>Category expenditures:</u>	
Contractual Services	\$ _____
Salaries	\$ _____
Fringe Benefits	\$ _____
Travel	\$ _____
Postage	\$ _____
[other direct costs: identify them]	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

Attachment 1-D

Rick Scott  
GOVERNOR



Cissy Proctor  
EXECUTIVE DIRECTOR

Grant Agreement Final Closeout Form

FLAIR Contract ID:	_____	Contract Amount	_____ \$0.00
Recipient Name:	_____	Deobligated Funds	_____ \$0.00
Vendor ID:	_____	Final Contract Amount	_____ \$0.00
Contract End Date:	_____		

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO	_____ \$0.00
2. Total Recipient Expenditures	_____ \$0.00
3. Balance of Unexpended Program Income (from Section B)	_____ \$0.00
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____ \$0.00

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract.  
 The following recipient income was earned under this contract.

Description of Recipient Income			
Source	Amount	Expended	Balance
			-
			-
<b>Total Program Income</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period.  
 All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Section E: DEO Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income and Property Inventory are true and accurate.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Date Updated: September 29, 2015

**Attachment 2**

**AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff 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 Part 200, as revised.

1. In the event that the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO 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 DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.
3. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. In the event that 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 Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.



**PART II: STATE FUNDED** This part is applicable if the recipient is a non-state 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 September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO 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 DEO, other state agencies, and other non-state 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 years ending September 30, 2004 or 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

**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.)*

**INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A"**

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:
  - A. DEO at each of the following addresses:

Agreement # P0271

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

- C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.
2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

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

- A. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

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

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

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

**INSERT ADDRESS(ES), IF APPLICABLE, OTHERWISE TYPE "N/A"**

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

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

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**EXHIBIT 1 to Attachment 2**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

N/A

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

N/A

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$ 25,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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**ATTACHMENT 3  
Audit Compliance Certification**

Grantee Name: \_\_\_\_\_

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

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

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

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

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

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

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

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

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

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative