

POLK CITY

February 20, 2017

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

7:00 P.M.

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

1. Resolution 2017-01 - Florida Association of City Clerks Commemorating its 45th Anniversary

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

AGENDA

1. Republic Services – Solid Waste and Recycling Collection Franchise Agreement
2. **PUBLIC HEARING** – Option Contract for Sale and Purchase – Bryant Property located at 9835 N. State Road 33, Polk City
3. PRWC Combined Project Implementation Agreement
4. PRWC Conservation Project Implementation Agreement
5. PRWC Conservation Project Agreement

CITY MANAGER ITEMS

CITY ATTORNEY ITEMS

COMMISSIONER ITEMS

Vice Mayor Harris
Commissioner Blethen
Commissioner Kimsey
Commissioner Prestage
Mayor LaCascia

ANNOUNCEMENTS

ADJOURNMENT

CONSENT AGENDA
February 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 – January 16, 2017 - Regular City Commission Meeting

B. REPORTS

1. Building Report – January 2017
2. Code Enforcement Report – January 2017
3. Finance Report – January 2017
4. Library Report – January 2017
5. Sheriff's Office Report – January 2017
6. Utilities Report – January 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: February 20, 2017
Item Number: Consent Agenda

Subject: Accept minutes for: -January 16, 2017 - Regular City Commission Meeting	
Department: Administrative	
Summary:	
Requested Commission Action: Approval of Minutes	
Financial Impact: None	
Attachments: X	Supporting Documents Reviewed X
Submitting Department Head: Patricia Jackson, City Manager	Date: 2/14/2017
Approved by City Manager:	Date:

CITY COMMISSION MINUTES

January 16, 2017

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, Vice Mayor Wanda Harris, Commissioner Mike Blethen, Commissioner Keith Prestage, City Attorney Thomas Cloud and City Manager Patricia Jackson

Absent: Commissioner Don Kimsey

APPROVE CONSENT AGENDA

Motion by Commissioner Prestage to approve the Consent Agenda; motion was seconded by Vice Mayor Harris. **Motion carried unanimously.**

PRESENTATIONS AND RECOGNITIONS - None

PUBLIC COMMENT

Susan Ketterman (583 Marklen Loop) – Arrows need to be painted in the road near Dollar General. Addressed concerns regarding neighboring property.

Sandra Cutts (315 Central Avenue) – Expressed gratitude regarding newly vacated lot near her residence.

ORDER OF BUSINESS

PUBLIC HEARINGS

Ordinance 2016-09 – Approval of the Annual Update of the Adopted Capital Improvements Element and Capital Improvement Plan, Second and Final Reading

City Attorney Cloud read the Ordinance by title only. Mayor LaCascia opened the public hearing; there being no questions or comments, Mayor LaCascia closed the public hearing.

Jennifer Codo-Salisbury (CFRPC) was on hand to address any questions or concerns regarding this CIE and CIP.

Commissioner Blethen requested confirmation that the numbers listed in the CIP were projections and not actual numbers.

City Manager Jackson confirmed.

Motion by Commissioner Prestage to approve Ordinance 2016-09 – Approval of the Annual Update of the Adopted Capital Improvements Element and Capital Improvement Plan on Second and Final Reading; this motion was seconded by Vice Mayor Harris.

Vote: Mayor LaCascia – aye; Commissioner Blethen – aye; Vice Mayor Harris – aye; Commissioner Prestage – aye

Motion carried 4/0.

Ordinance 2016-10 - Medical Marijuana Temporary Moratorium – City Attorney Cloud read the Ordinance and discussed the development of this Ordinance and its purpose for being presented to the City Commission for approval on Second and Final Reading.

Mayor LaCascia opened the public hearing; there being no questions or comments, Mayor LaCascia closed the public hearing.

Motion by Commissioner Prestage to approve Ordinance 2016-10 – Medical Marijuana Temporary Moratorium; this motion was seconded by Vice Mayor Harris.

Vote: Vice Mayor Harris – aye; Commissioner Blethen – nay; Commissioner Prestage – aye; Mayor LaCascia – aye

Motion carried 3/1.

CITY MANAGER ITEMS

Polk County Water Cooperative Summit #2 – January 24, 2017 (Agenda distributed to each Commissioner).

Bryant Property – The terms of the contract have been accepted by the current property owner. There will be a Public Hearing on February 20, 2017; at which time, details of the purchase contract will be made available and a copy will be on file in the City Manager's Office.

Tennis Court/BB Court – Have been damaged already and the project is not complete. Skateboarding is not allowed on the tennis and basketball court. Signage will be ordered.

Polk County Day – March 14, 2017 at the Florida Capitol, Tallahassee.

Personnel Policy – In the process of updating.

Legislative Committee – Prioritizing projects for this year.

CITY ATTORNEY ITEMS

Attorney Cloud discussed a Telecommunications Bill that may in the works by AT&T and Verizon regarding antennas being placed on utility poles. He will keep the Commission apprised on any updates as they become available.

COMMISSIONER ITEMS

Vice Mayor Harris – None

Commissioner Blethen – Discussed the Drainage ditch on SR 33 and the bike trail clean up.

Commissioner Prestage – None

Mayor LaCascia – None

ANNOUNCEMENTS - None

ADJOURNMENT – 7:29 pm

Patricia Jackson, City Manager

Joe LaCascia, Mayor

CONSENT AGENDA
January 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 – December 19, 2016 – City Commission Regular Meeting

B. REPORTS

1. Building Report – December 2016
2. Code Enforcement Report – December 2016
3. Finance Report – December 2016
4. Library Report – December 2016
5. Sheriff's Office Report – December 2016
6. Utilities Report – December 2016

C. OTHER



Polk City City Commission Agenda Form

Meeting Date: February 20, 2017
 Item Number: Consent Agenda

Subject: Departmental Monthly Reports	
Department: Various Departments	
Summary: Monthly Department Reports for Building, Code Enforcement, Finance, Library, Sheriff's Office and Utilities	
Requested Commission Action: Approval of Department Reports via Consent Agenda	
Financial Impact: None	
Attachments: X	Supporting Documents Reviewed X
Submitting Department Head: Patricia Jackson, City Manager	Date: 2/14/2017
Approved by City Manager:	Date:

Polk City Permits Added

1/1/17 - 1/31/17

<u>Worktype & Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
1 & 2 FAMILY			
365058	8745 HINSDALE HEIGHTS DR POLK CITY	\$200,000.00	01/23/2017
364308	8749 HINSDALE HEIGHTS DR POLK CITY	\$200,000.00	01/18/2017
365038	8902 HINSDALE HEIGHTS DR POLK CITY	\$200,000.00	01/23/2017
362167	8906 HINSDALE HEIGHTS DR POLK CITY	\$200,000.00	01/04/2017
365797	746 MEANDERING WAY POLK CITY	\$275,000.00	01/26/2017
		1,075,000.00	
COMMERCIAL ADDITION/REMODEL			
366257	120 CARTER BLVD POLK CITY	\$20,000.00	01/30/2017
		\$20,000.00	
DEMOLITION/RESIDENTIAL			
362893	215 CENTRAL AVE POLK CITY	\$2,400.00	01/09/2017
		\$2,400.00	
FENCE & WALL/RESIDENTIAL			
364285	325 RUBENS CIR POLK CITY	\$2,400.00	01/18/2017
		\$2,400.00	
RE-ROOF RESIDENTIAL			
364396	427 EDGEWATER DR POLK CITY	\$9,840.00	01/18/2017
364602	147 HONEY BEE LN POLK CITY	\$9,571.00	01/19/2017
364262	330 HONEY BEE LN POLK CITY	\$2,200.00	01/18/2017
		\$21,611.00	
SCREEN CAGE/SCREEN ROOM			
363186	8774 HINSDALE HEIGHTS DR POLK CITY	\$5,600.00	01/11/2017
		\$5,600.00	
		1,127,011.00	

5 SFR to date

**Code Enforcement Report
January 2017**

DATE	ADDRESS	VIOLATION	STATUS
1/12/2017	413 2nd STREET	Fallen Tree Branch on Utility Easement & Water Line	01.12.17 Sent letter to property owner. Debris removed, property in compliance.
1/18/2017	234 CARTER BLVD	Landscaping Rocks on Right-of-Way	01.18.17 Sent letter of Violation to property owner. Rocks removed property in compliance.
1/18/2017	7082 BERKLEY ROAD	Unauthorized Construction - Failure to Obtain Building Permit.	01.18.17 Sent letter of Violation to property owner. Permit obtained property in compliance
1/18/2017	423 MARKLEN LOOP	Junk surrounding home	Owner making substantial progress removing junk.

POLK CITY
GENERAL FUND
BALANCE SHEET
AS OF: 01/31/2017

Account Id	Account Description	2017
Assets		
01-101-100	Cash - Checking	1,119,016.22
01-101-800	Cash - Impact Fee Account	196,470.04
01-101-911	USDA - Loan Payments - Sinking Fund	42,536.92
01-101-931	USDA - Reserves	102,090.00
01-101-990	Van Fleet Cycling Challenge	859.09
01-102-100	Cash on Hand	575.00
01-115-120	Accounts Receivable - Local Bus Licenses	1,826.58
01-117-100	Allowance for Bad Debt	-13,249.30
01-117-200	Allowance for Uncollectible A/R	-3,179.50
01-131-500	Due from Enterprise Fund	18,195.77
01-153-302	Restricted Cash - New Local Opt Gas Tax	88,960.92
01-153-303	Restricted Cash - Building and Codes	1,000.00
01-160-902	Reserve Account	177,764.59
01-160-903	Reserve Acct - Emergencies & Contingency	62,924.00
	Total	1,795,790.33
ACCOUNTS RECEIVABLE		
01-115-100	Accounts Receivable - Utilities	21,201.65
01-115-130	Accounts Receivable - Readiness to Serve	2,963.63
	Total ACCOUNTS RECEIVABLE	24,165.28
	Total Assets	1,819,955.61
Liabilities & Fund Balance		
01-202-100	Accounts Payable	3,055.09
01-202-900	Customer Deposits	2,250.00
01-207-800	Due to Enterprise Fund	857.29
01-208-300	Due to County - Impact Fees	15,793.00
01-208-305	Due to County - Public Srv Tax	3,889.14
01-208-310	Due to DCA - Bldg Permit Surcharge	471.06
01-208-320	Due to Dept of Business - License Fees	962.06
01-208-330	Due to PCSO - Police Education Revenue	34.00
01-217-100	Accrued Payroll Taxes	4,042.82
01-217-200	Accrued Sales Tax	49.00
01-218-200	FRS Retirement Payable	3,474.84
01-218-320	Supplemental Insurance Payable	299.24
01-218-400	Dental Plan Payable	450.33
01-218-410	Vision Plan Payable	164.20
01-243-100	Encumbrances Payable	-5,580.82
	Total Liabilities	30,211.25
01-245-100	Reserved for Encumbrances	5,580.82
01-271-100	Fund Balance Unreserved	1,784,163.54
	Total Fund Balance	1,789,744.36
	Total Liabilities & Fund Balance	1,819,955.61

GENERAL FUND
BALANCE SHEET
AS OF: 01/31/17

POLK CITY
Statement of Revenue and Expenditures

Revenue Account Range: 01-000-00 to 01-999-999
 Expend Account Range: 01-000-000 to 01-999-999
 Print Zero YTD Activity: No

Year To Date As Of: 01/31/17
 Current Period: 01/01/17 to 01/31/17
 Prior Year As Of: 01/31/16

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
01-311-100	Ad Valorem Taxes	420,999.83	550,828.00	0.00	415,019.16	0.00	135,808.84-	75
01-312-300	9th Cent Gas Tax	1,073.95	13,568.00	1,204.66	2,376.56	0.00	11,241.44-	17
01-312-400	Local Option Gas Tax	18,644.62	77,425.00	6,232.37	19,155.01	0.00	58,269.99-	25
01-312-410	New Local Option Gas Tax	11,597.58	47,147.00	3,730.78	11,713.67	0.00	35,433.33-	25
	Account Total	31,316.15	138,140.00	11,167.81	33,195.24	0.00	104,944.76-	24
01-314-100	Electric - Utility Tax	19,028.98	74,847.00	7,237.74	18,754.45	0.00	56,092.55-	25
01-314-300	Water - Utility Tax	10,163.38	43,773.00	4,382.56	15,033.01	0.00	28,739.99-	34
01-314-301	Water - Utility Tax - Readiness to Serve	446.10	4,904.00	138.45	117.94	0.00	4,786.06-	2
01-314-400	Gas - Utility Tax	745.12	3,300.00	496.81	1,023.92	0.00	2,276.08-	31
	Account Total	30,383.58	126,824.00	12,255.56	34,929.32	0.00	91,894.68-	28
01-315-100	Communications Services Tax	35,838.54	140,000.00	14,215.79	43,396.38	0.00	96,603.62-	31
01-316-100	Local Business Licenses	910.86	11,800.00	0.00	12.48-	0.00	11,812.48-	0-
01-322-100	Building Permits	14,176.66	30,000.00	5,104.22	11,448.93	0.00	18,551.07-	38
01-322-101	Bldg Permit - Plan Checking	6,349.74	15,000.00	2,250.00	5,684.36	0.00	9,315.64-	38
01-322-102	Bldg Permit - Admin Fee	520.00	1,500.00	220.00	500.00	0.00	1,000.00-	33
01-322-103	Bldg Permit - Electrical	1,875.00	5,200.00	720.00	1,470.00	0.00	3,730.00-	28
01-322-104	Bldg Permit - Plumbing	1,750.00	5,000.00	700.00	1,450.00	0.00	3,550.00-	29
01-322-105	Bldg Permit - Mechanical	1,375.00	4,900.00	770.00	1,645.00	0.00	3,255.00-	34
01-322-107	Bldg Permit - Cert of Occupancy	600.00	1,000.00	480.00	870.00	0.00	130.00-	87
01-322-108	Bldg Permit - Inspections	13,010.00	20,000.00	13,930.00	24,955.00	0.00	4,955.00	125
	Account Total	39,656.40	82,600.00	24,174.22	48,023.29	0.00	34,576.71-	58
01-323-100	Electric - Franchise Fee	10,362.88	55,000.00	9,282.14	9,282.14	0.00	45,717.86-	17
01-323-300	Solid Waste - Franchise Fee	7,040.03	30,149.00	3,556.33	8,056.33	0.00	22,092.67-	27
	Account Total	17,402.91	85,149.00	12,838.47	17,338.47	0.00	67,810.53-	20
01-324-100	Police - Public Safety Impact Fee	0.00	0.00	1,934.97	4,514.93	0.00	4,514.93	0

POLK CITY
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
01-324-110	Fire/Rescue - Public Safety Impact Fee	0.00	17,822.00	1,035.33	2,415.77	0.00	15,406.23-	14
01-324-610	Parks & Recreation Impact Fee	0.00	18,723.00	3,120.48	7,281.12	0.00	11,441.88-	39
01-324-710	Public Facilities Impact Fee	0.00	31,464.00	5,244.03	12,236.07	0.00	19,227.93-	39
	Account Total	0.00	68,009.00	11,334.81	26,447.89	0.00	41,561.11-	39
01-331-510	CDBG	0.00	15,402.00	0.00	0.00	0.00	15,402.00-	0
01-331-700	FRDAP Grants	0.00	50,000.00	0.00	0.00	0.00	50,000.00-	0
	Account Total	0.00	65,402.00	0.00	0.00	0.00	65,402.00-	0
01-334-201	Justice Assistance Grant (JAG)	0.00	5,113.00	0.00	0.00	0.00	5,113.00-	0
01-335-120	MRS - State Sales Tax	18,837.52	57,116.00	4,700.11	18,794.27	0.00	38,321.73-	33
01-335-122	SRS - 8th Cent. Motor Fuel Tax	5,852.00	17,832.00	1,467.40	5,867.67	0.00	11,964.33-	33
01-335-123	MRS - Municipal Fuel Tax	2.47	7.00	0.61	2.45	0.00	4.55-	35
01-335-140	Mobile Home License	3,333.18	5,000.00	963.74	3,243.21	0.00	1,756.79-	65
01-335-150	Alcoholic Beverage License	0.00	1,028.00	0.00	0.00	0.00	1,028.00-	0
01-335-180	Half-Cent Sales Tax	23,266.23	100,496.00	7,955.98	23,446.54	0.00	77,049.46-	23
	Account Total	51,291.40	181,479.00	15,087.84	51,354.14	0.00	130,124.86-	28
01-337-100	Library Coop Funding	0.00	28,712.00	0.00	0.00	0.00	28,712.00-	0
01-340-400	Solid Waste	59,974.00	251,735.00	21,147.48	83,890.42	0.00	167,844.58-	33
01-340-700	Stormwater Utility Fees	4,401.48	18,194.00	1,557.27	15,727.15-	0.00	33,921.15-	86-
	Account Total	64,375.48	269,929.00	22,704.75	68,163.27	0.00	201,765.73-	25
01-344-900	FDOT Maintenance Agreement	3,562.15	16,303.00	0.00	3,562.15	0.00	12,740.85-	22
01-347-100	Library Income	1,597.15	6,500.00	555.84	1,722.96	0.00	4,777.04-	27
01-351-200	Fines, Penalties, and Forfeitures	65.94	200.00	856.97	1,052.34	0.00	852.34	526
01-359-300	Late Fees	42.00	126.00	21.00	52.50	0.00	73.50-	42
01-361-100	Interest Income	51.79	62.00	0.00	0.00	0.00	62.00-	0
01-362-100	Activity Center Rentals	550.00	500.00	250.00	400.00	0.00	100.00-	80

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Rea]
01-362-200	Donald Bronson Community Center Rentals	100.00	2,000.00	250.00	750.00	0.00	1,250.00-	38
	Account Total	650.00	2,500.00	500.00	1,150.00	0.00	1,350.00-	46
01-365-100	Sales of Surplus Property	1,766.28	500.00	50.00	519.80	0.00	19.80	104
01-366-101	Private Donations - Christmas	700.00	1,000.00	0.00	1,200.00	0.00	200.00	120
01-366-102	Private Donations - Halloween	500.00	700.00	0.00	1,250.00	0.00	550.00	179
01-366-104	Private Donations - Music Festival	1,850.00	1,500.00	0.00	0.00	0.00	1,500.00-	0
01-366-110	Private Donations - Library	58.50	600.00	20.00	50.50	0.00	549.50-	8
	Account Total	3,108.50	3,800.00	20.00	2,500.50	0.00	1,299.50-	66
01-369-100	Misc. Income	40.48	1,000.00	6.30	81.30	0.00	918.70-	8
01-369-102	Misc Income - Collection Allowance	586.88	2,000.00	38.81	2,080.14	0.00	80.14	104
01-369-120	Misc Income - Christmas	140.00	100.00	0.00	80.00	0.00	20.00-	80
01-369-130	Misc Income - Halloween	60.00	60.00	0.00	100.00	0.00	40.00	167
01-369-140	Misc Income - City Wide Yard Sale	0.00	100.00	0.00	0.00	0.00	100.00-	0
01-369-150	Misc Income - Music Festival	350.00	0.00	0.00	0.00	0.00	0.00	0
01-369-500	Refund of State Gas Tax	228.03	250.00	0.00	0.00	0.00	250.00-	0
	Account Total	1,405.39	3,510.00	45.11	2,341.44	0.00	1,168.56-	67
01-381-400	Transfer From Enterprise Fund	0.00	25,000.00	0.00	0.00	0.00	25,000.00-	0
01-381-900	Cash Carry Forward	0.00	161,000.00	0.00	0.00	0.00	161,000.00-	0
	Account Total	0.00	186,000.00	0.00	0.00	0.00	186,000.00-	0
	GENERAL FUND Revenue Total	704,424.35	1,973,486.00	125,828.17	750,756.37	0.00	1,222,729.63-	38

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-000-000	GENERAL FUND EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-500-000	GENERAL FUND EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-511-100	LEGISLATIVE - PERSONNEL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-511-120	Regular Salary - wages - Legislative	1,805.00	5,415.00	451.25	1,805.00	0.00	3,610.00	33
01-511-160	Bonuses and Gift Certificates - Legislat	1,082.85	2,331.00	0.00	2,165.65	0.00	165.35	93
01-511-210	Fica Taxes - Legislative	220.93	491.00	34.52	303.73	0.00	187.27	62
01-511-240	Worker's Compensation - Legislative	13.54	15.00	0.00	12.45	0.00	2.55	83

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-511-300	LEGISLATIVE - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-511-310	Professional Services - Legislative	0.00	450.00	0.00	0.00	0.00	450.00	0
01-511-400	Travel and Training - Legislative	220.00	4,500.00	0.00	100.00	0.00	4,400.00	2
01-511-480	Promo Activities & Legal Ads - Legislati	310.98	2,500.00	454.27	454.27	0.00	2,045.73	18
01-511-490	Other Current Charges - Legislative	120.00	2,500.00	0.00	0.00	0.00	2,500.00	0
01-511-510	Office Supplies - Legislative	113.10	200.00	0.00	94.00	0.00	106.00	47
01-511-520	Operating Supplies - Legislative	272.82	1,000.00	0.00	0.00	0.00	1,000.00	0
01-511-540	Books, Pub., Sub., & Memberships - Legis	3,414.00	5,840.00	0.00	4,504.00	0.00	1,336.00	77
	Department Total	7,573.22	25,242.00	940.04	9,439.10	0.00	15,802.90	37
01-512-100	EXECUTIVE - PERSONNEL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-512-120	Regular Salary - Wages - Executive	35,012.19	119,500.00	9,077.50	34,890.08	0.00	84,609.92	29
01-512-130	Other Salaries and Wages - Executive	1,400.00	4,800.00	369.24	1,476.96	0.00	3,323.04	31
01-512-140	Overtime - Executive	454.42	837.00	0.00	395.51	0.00	441.49	47
01-512-160	Bonuses and Gift Certificates - Executiv	14,131.02	12,650.00	0.00	12,344.32	0.00	305.68	98
01-512-210	Fica Taxes - Executive	3,987.09	11,552.00	710.88	3,883.05	0.00	7,668.95	34
01-512-220	Retirement Contribution - Executive	6,011.99	19,879.00	1,515.72	6,109.92	0.00	13,769.08	31
01-512-230	Life & Health Insurance - Executive	5,815.76	20,889.00	1,742.52	6,953.19	0.00	13,935.81	33
01-512-240	Worker's Compensation - Executive	309.02	310.00	0.00	287.81	0.00	22.19	93
01-512-300	EXECUTIVE - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-512-400	Travel and Training - Executive	847.60	3,200.00	73.85	757.85	0.00	2,442.15	24
01-512-470	Printing and Reproduction - Executive	0.00	250.00	0.00	0.00	0.00	250.00	0
01-512-480	Promo Activities & Legal Ads - Executive	0.00	1,000.00	69.84	69.84	0.00	930.16	7
01-512-490	Other Current Charges - Executive	967.23	2,500.00	664.67	1,231.11	0.00	1,268.89	49
01-512-510	Office Supplies - Executive	8.88	550.00	262.98	262.98	0.00	287.02	48
01-512-520	Operating Supplies - Executive	26.86	300.00	1.86	1.86	0.00	298.14	1
01-512-540	Books, Pub., Sub., & Memberships - Execu	720.15	1,200.00	267.94	656.13	0.00	543.87	55
	Department Total	69,692.21	199,417.00	14,757.00	69,320.61	0.00	130,096.39	35
01-513-300	CITY CLERK - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-513-400	Travel and Training - City Clerk	10.00	2,500.00	0.00	0.00	0.00	2,500.00	0
01-513-470	Printing and Reproduction - City Clerk	700.00	3,000.00	0.00	950.00	0.00	2,050.00	32
01-513-490	Other Current Charges - City Clerk	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
01-513-492	Recording & Other Fees - City Clerk	0.00	600.00	0.00	0.00	0.00	600.00	0
01-513-510	Office Supplies - City Clerk	42.14	800.00	0.00	3.36	0.00	803.36	0-
01-513-520	Operating Supplies - City Clerk	0.00	200.00	0.00	0.00	0.00	200.00	0
01-513-540	Books, Pub., Sub., & Memberships - City	95.00	725.00	0.00	175.00	0.00	550.00	24

POLK CITY
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	Department Total	847.14	10,825.00	0.00	1,121.64	0.00	9,703.36	10
01-514-300	LEGAL COUNSEL - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-514-310	Professional Services - Legal Counsel	13,727.08	55,000.00	1,260.00	4,626.44	0.00	50,373.56	8
01-514-480	Promo Activities & Legal Ads - Legal Cou	553.01	6,000.00	1,098.39	1,803.21	0.00	4,196.79	30
	Department Total	14,280.09	61,000.00	2,358.39	6,429.65	0.00	54,570.35	11
01-515-300	COMPREHENSIVE PLANNING - OPERATING EXPEN	0.00	0.00	0.00	0.00	0.00	0.00	0
01-515-310	Professional Services - Comp Planning	9,000.00	18,000.00	0.00	4,500.00	0.00	13,500.00	25
01-515-312	Professional Services-Other- Comp Planni	0.00	3,500.00	875.00	1,750.00	0.00	1,750.00	50
	Department Total	9,000.00	21,500.00	875.00	6,250.00	0.00	15,250.00	29
01-516-100	FINANCE AND ACCOUNTING - PERSONNEL EXPE	0.00	0.00	0.00	0.00	0.00	0.00	0
01-516-120	Regular Salary - Wages - Fin & Acctng	15,376.34	53,224.00	4,171.43	14,735.14	0.00	38,488.86	28
01-516-140	Overtime - Fin & Acctng	289.07	920.00	0.00	481.77	0.00	438.23	52
01-516-210	Fica Taxes - Fin & Acctng	1,172.18	4,142.00	302.71	1,152.93	0.00	2,989.07	28
01-516-220	Retirement Contribution - Fin & Acctng	862.43	3,931.00	313.70	1,120.31	0.00	2,810.69	28
01-516-230	Life & Health Insurance - Fin & Acctng	2,851.20	10,285.00	861.18	3,440.36	0.00	6,844.64	33
01-516-240	Worker's Compensation - Fin & Acctng	135.36	210.00	0.00	124.53	0.00	85.47	59
01-516-300	FINANCE AND ACCOUNTING - OPERATING EXPEN	0.00	0.00	0.00	0.00	0.00	0.00	0
01-516-310	Professional Services - Fin & Acctng	552.83	0.00	0.00	945.95	0.00	945.95-	0
01-516-400	Travel and Training - Fin & Acctng	0.00	3,321.00	0.00	0.00	0.00	3,321.00	0
01-516-470	Printing and reproduction - Fin & Acctng	95.15	500.00	96.94	308.94	0.00	191.06	62
01-516-510	Office Supplies - Fin & Acctng	267.93	1,200.00	31.95	31.95	0.00	1,168.05	3
01-516-520	Operating Supplies - Fin & Acctng	0.00	1,000.00	55.97	55.97	0.00	944.03	6
01-516-540	Books, Pub., Sub., & Memberships - Fin &	35.00	300.00	0.00	0.00	0.00	300.00	0
	Department Total	21,637.49	79,033.00	5,833.88	22,397.85	0.00	56,635.15	28
01-517-700	DEBT SERVICE PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0
01-517-710	Principal - Debt Service Pmts	0.00	43,700.00	0.00	0.00	0.00	43,700.00	0
01-517-720	Interest - Debt Service Pmts	0.00	58,389.00	0.00	0.00	0.00	58,389.00	0
	Department Total	0.00	102,089.00	0.00	0.00	0.00	102,089.00	0
01-521-300	LAW ENFORCEMENT - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-521-305	Contract Labor - Law Enf	62,139.00	95,454.00	23,863.50	47,727.00	0.00	47,727.00	50
01-521-440	Rentals and Leases - Law Enf	192.95	582.00	48.23	145.36	0.00	436.64	25

POLK CITY
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-521-460	Repairs and Maintenance - Law Enf	0.00	500.00	0.00	0.00	0.00	500.00	0
01-521-520	Operating Supplies - Law Enf	0.00	100.00	0.00	0.00	0.00	100.00	0
01-521-529	Operating Supplies - JAG Grant - Law Enf	0.00	5,113.00	0.00	0.00	0.00	5,113.00	0
	Department Total	62,331.95	101,749.00	23,911.73	47,872.36	0.00	53,876.64	47
01-524-100	BUILDING AND ZONING - PERSONNEL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-524-120	Regular Salary - wages - Bldg & Zoning	13,362.15	47,476.00	3,509.24	14,556.86	0.00	32,919.14	31
01-524-140	Overtime - Bldg & Zoning	0.00	0.00	0.00	447.86	0.00	447.86	0
01-524-210	Fica Taxes - Bldg & Zoning	1,032.20	3,632.00	259.10	1,177.52	0.00	2,454.48	32
01-524-220	Retirement Contribution - Bldg & Zoning	1,014.22	3,570.00	263.90	1,096.61	0.00	2,473.39	31
01-524-230	Life & Health Insurance - Bldg & Zoning	2,848.40	10,363.00	865.13	3,453.67	0.00	6,909.33	33
01-524-240	Worker's Compensation - Bldg & Zoning	1,122.25	117.00	0.00	582.96	0.00	465.96	498
01-524-300	BUILDING AND ZONING - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-524-310	Professional Services - Bldg & Zoning	6,804.84	42,000.00	8,283.75	16,548.75	0.00	25,451.25	39
01-524-311	Engineering Services - Bldg & Zoning	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-524-400	Travel and Training - Bldg & Zoning	0.00	500.00	0.00	0.00	0.00	500.00	0
01-524-510	Office Supplies - Bldg & Zoning	0.00	200.00	354.99	354.99	0.00	154.99	178
01-524-520	Operating Supplies - Bldg & Zoning	0.00	100.00	0.00	0.00	0.00	100.00	0
	Department Total	26,184.06	108,958.00	13,536.11	38,219.22	0.00	70,738.78	35
01-529-300	CODE ENFORCEMENT - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-529-400	Travel and Training - Code Enf	0.00	500.00	0.00	0.00	0.00	500.00	0
01-529-464	Vehicle Fuel - Code Enf	0.00	250.00	0.00	0.00	0.00	250.00	0
01-529-480	Promo Activities & Legal Ads - Code Enf	0.00	150.00	0.00	0.00	0.00	150.00	0
01-529-490	Other Current Charges - Code Enf	0.00	100.00	0.00	0.00	0.00	100.00	0
01-529-510	Office Supplies - Code Enf	0.00	100.00	0.00	0.00	0.00	100.00	0
01-529-520	Operating Supplies - Code Enf	0.00	100.00	0.00	0.00	0.00	100.00	0
	Department Total	0.00	1,200.00	0.00	0.00	0.00	1,200.00	0
01-534-300	REFUSE/SANITATION - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-534-341	Refuse Disposal - Residential - Refuse/S	28,315.20	121,256.00	16,331.92	35,583.48	0.00	85,672.52	29
01-534-342	Refuse Disposal - Commercial - Refuse/Sa	31,190.73	79,740.00	0.00	20,022.42	0.00	59,717.58	25
	Department Total	59,505.93	200,996.00	16,331.92	55,605.90	0.00	145,390.10	28
01-538-300	STORMWATER - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-538-311	Engineering Services - Stormwater	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0

POLK CITY
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-538-315	Inmate Labor - Stormwater	1,437.42	5,750.00	0.00	2,874.84	0.00	2,875.16	50
01-538-400	Travel and Training - Stormwater	0.00	500.00	0.00	0.00	0.00	500.00	0
01-538-460	Repairs and Maintenance - Stormwater	0.00	14,000.00	0.00	1,616.38	0.00	12,383.62	12
01-538-492	Recording & Other Fees - Stormwater	0.00	500.00	0.00	100.00	0.00	400.00	20
01-538-540	Books, Pub., Sub., & Memberships - Storm	0.00	366.00	0.00	500.00	0.00	134.00-	137
Department Total		1,437.42	26,116.00	0.00	5,091.22	0.00	21,024.78	19
01-539-300	GEN GOV'T BUILDINGS - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-539-310	Professional Services - Gen Gov't Bldgs	2,662.50	14,000.00	520.00	2,947.23	0.00	11,052.77	21
01-539-312	Professional Services - Other - Gen Gov'	325.00	600.00	0.00	300.00	0.00	300.00	50
01-539-315	Inmate Labor - Gen Gov't Bldgs	1,437.42	5,750.00	0.00	2,874.84	0.00	2,875.16	50
01-539-411	City Hall - Communication - Gen Gov't Bld	4,225.74	12,700.00	1,052.37	4,211.80	0.00	8,488.20	33
01-539-414	Bronson Community Center-Communications	551.24	1,680.00	137.73	551.48	0.00	1,128.52	33
01-539-431	City Hall - Utilities - Gen Gov't Bldgs	2,999.23	12,800.00	582.87	3,631.80	0.00	9,168.20	28
01-539-432	Activity Center - Utilities - Gen Gov't	407.02	2,800.00	60.72	339.75	0.00	2,460.25	12
01-539-433	Public Works - Utilities - Gen Gov't Bld	481.00	2,200.00	46.05	460.88	0.00	1,739.12	21
01-539-434	Bronson Community Center-Utilities	792.75	6,250.00	82.37	857.99	0.00	5,392.01	14
01-539-440	Rentals and Leases - Gen Gov't Bldgs	3,024.05	6,600.00	591.04	1,645.57	0.00	4,954.43	25
01-539-461	City Hall - Repairs & Maint - Gen Gov't	2,257.80	4,500.00	132.08	3,192.13	0.00	1,307.87	71
01-539-462	Activity Center - Repairs & Maint - Gen	31.70	800.00	0.00	57.70	0.00	742.30	7
01-539-463	Public Works - Repairs & Maint - Gen Gov	197.64	1,000.00	0.00	20.85	0.00	979.15	2
01-539-464	Bronson Community Center-Repairs & Maint	0.00	2,000.00	9.18	37.17	0.00	1,962.83	2
01-539-490	Other Current Charges - Gen Gov't Bldgs	146.13	500.00	58.85	58.85	0.00	441.15	12
01-539-510	Office Supplies - Gen Gov't Bldgs	3.60	0.00	0.00	0.00	0.00	0.00	0
01-539-521	City Hall - Operating Supplies - Gen Gov	324.43	1,200.00	0.00	366.16	0.00	833.84	31
01-539-522	Activity Center - Operating Supplies - G	111.19	300.00	0.00	27.23	0.00	272.77	9
01-539-523	Public Works - Operating Supplies - Gen	0.00	300.00	0.00	0.00	0.00	300.00	0
01-539-524	Bronson Community Center-Operatg Supplies	450.56	1,300.00	0.00	27.24	0.00	1,272.76	2
01-539-600	GEN GOV'T BUILDINGS - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
01-539-620	Buildings - Gen Gov't Bldgs	0.00	12,500.00	0.00	0.00	0.00	12,500.00	0
01-539-631	City Hall - Improv. O/T Bldgs - Gen Gov'	0.00	27,413.00	1,885.00	11,885.00	0.00	15,528.00	43
01-539-632	Activity Center - Improv. O/T Bldgs - Ge	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0
01-539-644	Bronson Community Center -Mach/Equip	1,062.90	0.00	0.00	0.00	0.00	0.00	0
Department Total		21,491.90	137,193.00	5,158.26	33,493.67	0.00	103,699.33	24
01-541-100	ROADS & STREETS - PERSONNEL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-541-120	Regular Salary - Wages - Roads & Streets	22,101.94	139,100.00	6,192.36	23,933.12	0.00	115,166.88	17
01-541-140	Overtime - Roads & Streets	270.44	1,602.00	0.00	751.61	0.00	850.39	47

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-541-210	Fica Taxes - Roads & Streets	1,745.63	10,762.00	466.00	1,973.59	0.00	8,788.41	18
01-541-220	Retirement Contribution - Roads & Street	1,569.12	9,805.00	407.38	1,722.69	0.00	8,082.31	18
01-541-230	Life & Health Insurance - Roads & Street	5,149.61	32,406.00	1,839.97	7,332.25	0.00	25,073.75	23
01-541-240	Worker's Compensation - Roads & Streets	4,742.12	11,736.00	0.00	4,366.85	0.00	7,369.15	37
01-541-300	ROADS & STREETS - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-541-311	Engineering Services - Roads & Streets	0.00	800.00	0.00	0.00	0.00	800.00	0
01-541-315	Inmate Labor - Roads & Streets	4,312.28	18,249.00	0.00	8,624.56	0.00	9,624.44	47
01-541-400	Travel and Training - Roads & Streets	0.00	300.00	0.00	0.00	0.00	300.00	0
01-541-410	Communication Services - Roads & Streets	173.81	540.00	25.93	92.97	0.00	447.03	17
01-541-430	Utilities - Roads & Streets	5,847.83	25,000.00	1,717.27	6,858.56	0.00	18,141.44	27
01-541-460	Repairs and Maintenance - Roads & Street	4,872.49	8,000.00	7.47	86.23	0.00	7,913.77	1
01-541-461	Repairs & Maintenance-Equipment - Roads	1,855.12	4,000.00	400.80	777.32	0.00	3,222.68	19
01-541-464	Vehicle Fuel - Roads & Streets	949.22	5,000.00	228.69	770.70	0.00	4,229.30	15
01-541-465	Vehicle Maintenance - Roads & Streets	136.51	4,500.00	1,173.99	1,346.33	0.00	3,153.67	30
01-541-493	Equipment Rental - Roads & Streets	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
01-541-510	Office Supplies - Roads & Streets	42.12	250.00	14.48	30.64	0.00	219.36	12
01-541-520	Operating Supplies - Roads & Streets	2,948.07	10,000.00	327.99	800.89	0.00	9,199.11	8
01-541-524	Chemicals - Roads & Streets	0.00	500.00	0.00	0.00	0.00	500.00	0
01-541-530	Road Materials & Supplies - Roads & Stre	398.40	6,500.00	1,135.64	1,630.64	0.00	4,869.36	25
01-541-540	Books, Pub., Sub., & Memberships - Roads	0.00	0.00	14.99	29.98	0.00	29.98	0
01-541-600	ROADS & STREETS - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
01-541-630	Improvements Other than Building - Roads	0.00	122,147.00	3,948.00	3,948.00	0.00	118,199.00	3
01-541-640	Machinery & Equipment - Roads & Streets	2,899.99	22,400.00	0.00	0.00	0.00	22,400.00	0
	Department Total	60,014.70	434,597.00	17,900.96	65,076.93	0.00	369,520.07	15
01-571-100	LIBRARY - PERSONNEL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-571-120	Regular Salary - Wages - Library	16,755.80	51,400.00	3,868.66	14,627.10	0.00	36,772.90	28
01-571-140	Overtime - Library	268.77	950.00	0.00	673.01	0.00	276.99	71
01-571-210	Fica Taxes - Library	1,326.87	4,005.00	283.11	1,191.70	0.00	2,813.30	30
01-571-220	Retirement Contribution - Library	1,286.67	3,176.00	233.37	977.68	0.00	2,198.32	31
01-571-230	Life & Health Insurance - Library	6,115.34	21,839.60	1,711.08	6,849.46	0.00	14,990.14	31
01-571-240	Worker's Compensation - Library	141.93	150.00	0.00	115.81	0.00	34.19	77
01-571-300	LIBRARY - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-571-310	Professional Services - Library	0.00	800.00	520.00	720.00	0.00	80.00	90
01-571-312	Professional Services - Other - Library	0.00	3,200.00	0.00	0.00	0.00	3,200.00	0
01-571-400	Travel and Training - Library	38.47	1,200.00	51.09	51.09	0.00	1,148.91	4
01-571-410	Communication Services - Library	7.11	2,200.00	169.53	679.24	0.00	1,520.76	31
01-571-430	Utilities - Library	857.30	5,000.00	32.28	716.32	0.00	4,283.68	14
01-571-460	Repairs and Maintenance - Library	192.87	1,000.00	30.15	47.11	0.00	952.89	5

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-571-480	Promo Activities & Legal Ads - Library	336.39	1,500.00	7.90	628.34	0.00	871.66	42
01-571-510	Office Supplies - Library	320.65	950.00	289.92	410.31	0.00	539.69	43
01-571-520	Operating Supplies - Library	580.22	9,400.00	36.08	540.69	0.00	8,859.31	6
01-571-540	Books, Pub., Sub., & Memberships - Libra	0.00	800.00	224.19	224.19	0.00	575.81	28
01-571-600	LIBRARY - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
01-571-630	Improvements Other than Building - Libra	0.00	0.00	0.00	920.09	0.00	920.09	0
01-571-660	Books, Pub. & Library Materials - Library	2,963.99	13,000.00	788.50	2,974.78	0.00	10,025.22	23
	Department Total	31,192.38	120,570.60	8,245.86	32,346.92	0.00	88,223.68	27
01-572-300	PARKS - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-572-310	Professional Services	0.00	0.00	60.00	180.00	0.00	180.00	0
01-572-315	Inmate Labor - Parks	1,437.43	5,750.00	0.00	2,874.86	0.00	2,875.14	50
01-572-430	Utilities - Parks	2,783.99	8,000.00	192.53	2,302.51	0.00	5,697.49	29
01-572-460	Repairs and Maintenance - Parks	2,322.59	58,000.00	4,395.05	29,554.20	0.00	28,445.80	51
01-572-520	Operating Supplies - Parks	151.98	1,200.00	0.00	27.21	0.00	1,172.79	2
01-572-600	PARKS - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
01-572-630	Improvements Other than Building - Parks	0.00	11,000.00	0.00	0.00	0.00	11,000.00	0
	Department Total	6,695.99	83,950.00	4,647.58	34,938.78	0.00	49,011.22	42
01-574-300	SPECIAL EVENTS - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-574-310	Professional Services - Spec Events	696.00	800.00	0.00	1,203.00	0.00	403.00	150
01-574-440	Rentals and Leases - Spec Events	1,103.50	1,300.00	0.00	475.04	0.00	824.96	37
01-574-470	Printing and Reproduction - Spec Events	600.00	900.00	0.00	210.00	0.00	690.00	23
01-574-480	Promo Activities & Legal Ads - Spec Even	32.99	200.00	64.52	100.75	0.00	99.25	50
01-574-520	Operating Supplies - Spec Events	4,866.60	6,000.00	1,344.65	3,019.73	0.00	2,980.27	50
	Department Total	7,299.09	9,200.00	1,409.17	5,008.52	0.00	4,191.48	54
01-590-300	NON-DEPARTMENTAL - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-590-310	Professional Services - Non-Dept	0.00	5,318.00	0.00	0.00	0.00	5,318.00	0
01-590-311	Engineering Services - Non-Dept	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
01-590-312	Professional Services - Other - Non-Dept	8,933.29	5,000.00	0.00	2,015.05	0.00	2,984.95	40
01-590-320	Accounting and Auditing - Non-Dept	3,414.93	13,682.00	988.77	5,883.93	0.00	7,798.07	43
01-590-450	Liability Insurance - Non-Dept	24,793.87	32,209.00	0.00	28,212.00	0.00	3,997.00	88
01-590-528	Postage - Non-Dept	48.08	3,000.00	45.90	125.70	0.00	2,874.30	4
01-590-900	NON-DEPARTMENTAL - OTHER USES	0.00	0.00	0.00	0.00	0.00	0.00	0
01-590-940	Reserves - Unrestricted Reserves - Non-D	0.00	22,477.00	0.00	0.00	0.00	22,477.00	0
01-590-941	Reserves - Emergencies & Contingencies -	0.00	0.00	0.00	2,211.19	0.00	2,211.19	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
01-590-991	Aids to Private Organizations - Non-Dept	0.00	500.00	0.00	0.00	0.00	500.00	0
01-590-992	Unemployment Claims - Non-Dept	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
01-590-996	Bad Debt - Non-Dept	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
01-590-999	Other - Non-Operating Charges - Non-Dept	1,877.77	5,500.00	32.43	263.35	0.00	5,236.65	5
	Department Total	39,067.94	98,186.00	1,067.10	38,711.22	0.00	59,474.78	39
	GENERAL FUND Expend Total	438,251.51	1,821,821.60	116,973.00	471,323.59	0.00	1,350,498.01	26

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
01	GENERAL FUND	704,424.35	125,828.17	750,756.37	438,251.51	116,973.00	471,323.59	279,432.78

Fund Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
Final Total	704,424.35	125,828.17	750,756.37	438,251.51	116,973.00	471,323.59	279,432.78

POLK CITY
ENTERPRISE FUND
BALANCE SHEET
AS OF: 01/31/2017

Account Id	Account Description	2017
Assets		
05-101-100	Cash - Checking	642,609.15
05-101-710	Cash - Enterprise Fund Capital Imprvmnts	52,898.45
05-101-800	Cash - Sewer Impact Fee Account	523,337.63
05-101-900	Cash - Water Impact Fee Account	285,646.29
05-101-913	DEP Loan - Sinking Fund	58,069.36
05-101-914	Fifth Third Bank - Sinking Fund	324,483.80
05-101-915	Tax Exempt Leasing - Sinking Fund	31,313.07
05-101-920	Cash - Customer Deposits	243,061.28
05-101-934	Fifth Third Bank - Reserves	610,967.73
05-101-935	Fifth Third Bank - Renewal & Replacement	150,000.00
05-115-105	Accounts Receivable - Invoicing	733.00
05-117-100	Allowance for Bad Debt	-46,609.45
05-117-200	Allowance for Uncollectible A/R	-89,082.18
05-131-100	Due from General Fund	857.29
05-159-100	Deferred Outflows - Related to Pension	17,792.38
05-160-902	Reserve Account	225,392.00
05-160-903	Reserve Acct - Emergencies & Contingency	48,044.00
05-160-904	Reserve Acct - CIP Purchases	25,778.78
05-161-900	Fixed Assets - Land	2,730,735.50
05-164-100	Utility Plant in Service	12,073,316.62
05-164-900	Improvements Other than Buildings	-33,331.74
05-164-910	Improvements Other than Buildings - MOSN	33,331.74
05-166-900	Equipment & Furniture	278,988.69
05-167-900	Accumulated Depreciation - Equipment	-3,196,588.95
	Total	14,991,744.44
ACCOUNTS RECEIVABLE		
05-115-100	Accounts Receivable - Utilities	83,019.75
05-115-130	Accounts Receivable - Readiness to Serve	82,612.29
	Total ACCOUNTS RECEIVABLE	165,632.04
	Total Assets	15,157,376.48
Liabilities & Fund Balance		
05-202-100	Accounts Payable	42,649.67
05-202-320	Fountain Park Impact Fee - Sewer	69,825.00
05-202-321	Fountain Park Impact Fee - Water	17,290.00
05-202-900	Customer Deposits	243,061.28
05-203-100	Accumulated Interest Payable	72,919.88
05-203-600	SRF Loan	2,418,116.67
05-203-700	Fifth Third Bank 2011 Revenue Note	9,270,000.00
05-203-750	Tax Exempt Leasing Loan	108,201.89
05-203-900	Unamortized Bond Premiums	-133,730.00
05-207-400	Due to General Fund	18,195.77
05-225-100	Deferred Inflows - Related to Pension	9,998.18
05-234-100	L-T-D - Current Portion	352,096.02
05-234-901	Less: Current Portion of LTD	-352,096.02
05-235-900	Net Pension Liability	29,017.95
05-243-100	Encumbrances Payable	-5,298.92
	Total Liabilities	12,160,247.37

POLK CITY
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
05-533-120	Regular Salary - Wages - Water Oper	18,784.98	60,824.00	4,678.83	17,350.20	0.00	43,473.80	29
05-533-140	Overtime - Water Oper	164.30	1,170.00	0.00	353.52	0.00	816.48	30
05-533-210	Fica Taxes - Water Oper	1,485.53	4,744.00	350.24	1,413.03	0.00	3,330.97	30
05-533-220	Retirement Contribution - Water Oper	1,381.01	4,663.00	351.86	1,473.33	0.00	3,189.67	32
05-533-230	Life & Health Insurance - Water Oper	5,703.31	20,321.00	1,716.38	6,850.60	0.00	13,470.40	34
05-533-240	Worker's Compensation - Water Oper	149.78	210.00	0.00	142.59	0.00	67.41	68
05-533-300	WATER OPERATIONS - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
05-533-305	Contract Labor - Water Oper	91,729.17	231,250.00	38,541.67	96,354.18	0.00	134,895.82	42
05-533-310	Professional Services - Water Oper	441.92	4,100.00	0.00	1,109.90	0.00	2,990.10	27
05-533-311	Engineering Services - Water Oper	247.00	25,000.00	0.00	190.00	0.00	24,810.00	1
05-533-312	Professional Services - Other - Water Oper	824.05	20,000.00	894.80	1,079.00	0.00	18,921.00	5
05-533-315	Inmate Labor - Water Oper	2,874.85	11,499.00	0.00	5,749.70	0.00	5,749.30	50
05-533-400	Travel and Training - Water Oper	0.00	500.00	0.00	0.00	0.00	500.00	0
05-533-410	Communication Services - Water Oper	390.05	1,500.00	59.54	265.47	0.00	1,234.53	18
05-533-431	Mt. Olive WTP - Utilities - Water Oper	440.79	6,600.00	381.78	1,713.43	0.00	4,886.57	26
05-533-432	Commonwealth WTP - Utilities - Water Oper	1,959.50	4,650.00	28.56	90.19	0.00	4,559.81	2
05-533-433	V.Matt Williams WTP - Utilities - Water	1,684.50	11,000.00	766.87	2,923.63	0.00	8,076.37	27
05-533-460	Repairs and Maintenance - Water Oper	222.03	30,000.00	4,250.30	10,635.30	0.00	19,364.70	35
05-533-461	Mt. Olive WTP - Repairs and Maint - Wate	0.00	0.00	0.00	184.97	0.00	184.97	0
05-533-462	Commonwealth WTP - Repairs and Maint - W	0.00	22,000.00	0.00	6.95	0.00	21,993.05	0
05-533-463	V.Matt Williams WTP - Repairs and Maint	625.00	35,000.00	0.00	13.90	0.00	34,986.10	0
05-533-464	Vehicle Fuel - Water Oper	246.71	6,600.00	67.59	154.04	0.00	6,445.96	2
05-533-465	Vehicle Maintenance - Water Oper	11.14	4,000.00	0.00	2,413.02	0.00	1,586.98	60
05-533-470	Printing and Reproduction - Water Oper	560.82	600.00	0.00	0.00	0.00	600.00	0
05-533-492	Recording & Other Fees - Water Oper	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
05-533-493	Equipment Rental - Water Oper	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0
05-533-510	Office Supplies - Water Oper	116.26	500.00	31.95	250.10	0.00	249.90	50
05-533-520	Operating Supplies - Water Oper	9,982.58	20,000.00	0.00	8,918.13	0.00	11,081.87	45
05-533-540	Books, Pub., Sub., & Memberships - Water	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
05-533-600	WATER OPERATIONS - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
05-533-640	Machinery & Equipment - Water Oper	0.00	7,500.00	0.00	0.00	0.00	7,500.00	0
05-533-700	WATER OPERATIONS - DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0
05-533-710	Principal - Water Oper	0.00	69,529.00	0.00	0.00	0.00	69,529.00	0
05-533-720	Interest - Water Oper	49,692.55	100,966.00	48,973.72	48,973.72	0.00	51,992.28	49
05-533-733	Mandated Reserve - Water Oper	2,282.00	0.00	0.00	0.00	0.00	0.00	0
Department Total		191,999.83	713,726.00	101,094.09	208,608.90	0.00	505,117.10	29
05-535-300	SEWER OPERATIONS - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
05-535-305	Contract Labor - Sewer Oper	91,729.17	231,250.00	38,541.67	96,354.17	0.00	134,895.83	42

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
05-535-310	Professional Services - Sewer Oper	0.00	2,500.00	0.00	690.00	0.00	1,810.00	28
05-535-311	Engineering Services - Sewer Oper	665.00	18,000.00	353.00	1,305.00	0.00	16,695.00	7
05-535-312	Professional Services - Other - Sewer Op	400.00	14,000.00	0.00	0.00	0.00	14,000.00	0
05-535-315	Immature Labor - Sewer Oper	2,874.85	11,499.00	0.00	5,749.70	0.00	5,749.30	50
05-535-400	Travel and Training - Sewer Oper	0.00	500.00	0.00	0.00	0.00	500.00	0
05-535-410	Communication Services - Sewer Oper	238.20	900.00	59.53	238.15	0.00	661.85	26
05-535-411	Cardinal Hill WWTP - Comm Svcs - Sewer	133.95	1,000.00	39.02	117.06	0.00	882.94	12
05-535-412	Mt. Olive WWTP - Comm Svcs - Sewer Oper	794.00	2,400.00	198.45	793.85	0.00	1,606.15	33
05-535-430	Utilities - Sewer Oper	820.93	3,300.00	100.44	1,030.22	0.00	2,269.78	31
05-535-431	Cardinal Hill WWTP - Utilities - Sewer O	4,111.97	18,000.00	1,518.55	5,949.77	0.00	12,050.23	33
05-535-432	Mt. Olive WWTP - Utilities - Sewer Opera	2,636.22	10,000.00	435.34	2,567.28	0.00	7,432.72	26
05-535-440	Rentals and Leases - Sewer Oper	0.00	0.00	2,863.70	2,863.70	0.00	2,863.70	0
05-535-460	Repairs and Maintenance - Sewer Oper	5,609.92	70,000.00	11,009.75	19,074.75	0.00	50,925.25	27
05-535-461	Cardinal Hill - Repairs and Maint - Sewe	650.00	20,000.00	0.00	120.91	0.00	19,879.09	1
05-535-464	Vehicle Fuel - Sewer Oper	106.39	5,000.00	67.63	154.16	0.00	4,845.84	3
05-535-465	Vehicle Maintenance - Sewer Oper	11.16	3,400.00	32.95	2,429.66	0.00	970.34	71
05-535-470	Printing and Reproduction - Sewer Oper	560.82	0.00	0.00	0.00	0.00	0.00	0
05-535-492	Recording & Other Fees - Sewer Oper	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0
05-535-493	Equipment Rental - Sewer Oper	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0
05-535-510	Office Supplies - Sewer Oper	47.93	550.00	31.95	31.95	0.00	518.05	6
05-535-520	Operating Supplies - Sewer Oper	246.61	2,000.00	0.00	121.55	0.00	1,878.45	6
05-535-600	SEWER OPERATIONS - CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
05-535-640	Machinery & Equipment - Sewer Oper	0.00	13,317.00	0.00	0.00	0.00	13,317.00	0
05-535-641	Cardinal Hill - Mach & Equip - Sewer Ope	0.00	7,500.00	0.00	0.00	0.00	7,500.00	0
05-535-700	SEWER OPERATIONS - DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0
05-535-710	Principal - Sewer Oper	0.00	282,566.00	0.00	0.00	0.00	282,566.00	0
05-535-720	Interest - Sewer Oper	168,066.20	388,848.00	165,635.03	165,635.03	0.00	223,212.97	43
05-535-733	Mandated Reserve - Sewer Oper	7,718.00	0.00	0.00	0.00	0.00	0.00	0
	Department Total	287,421.32	1,112,030.00	220,887.01	305,226.91	0.00	806,803.09	27
05-536-000	NON-DEPARTMENTAL - OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0
05-590-300	Professional Services - Non-Dept	0.00	0.00	0.00	0.00	0.00	0.00	0
05-590-310	Professional Services - Other - Non-Dept	0.00	0.00	980.27	4,723.97	0.00	4,723.97	0
05-590-312	Accounting and Auditing - Non-Dept	14,141.64	24,300.00	0.00	95.51	0.00	24,204.49	0
05-590-320	Education Reimbursement - Non-Dept	6,933.66	13,880.00	2,007.48	11,946.07	0.00	1,933.93	86
05-590-420	Rentals and Leases - Non-Dept	0.00	27,306.00	0.00	0.00	0.00	27,306.00	0
05-590-440	Liability Insurance - Non-Dept	5,087.07	4,074.00	312.64	947.15	0.00	3,126.85	23
05-590-450	Recording & Other Fees - Non-Dept	37,882.88	45,841.00	0.00	27,918.00	0.00	17,923.00	61
05-590-492	Recording & Other Fees - Non-Dept	0.00	2,300.00	0.00	0.00	0.00	2,300.00	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
05-590-528	Postage - Non-Dept	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
05-590-600	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0
05-590-630	Improvements Other than Bldg - Non-Dept	0.00	34,638.00	0.00	0.00	0.00	34,638.00	0
05-590-900	NON-DEPARTMENTAL - OTHER USES	0.00	0.00	0.00	0.00	0.00	0.00	0
05-590-920	Transfer to General Fund - Non-Dept	0.00	25,000.00	0.00	0.00	0.00	25,000.00	0
05-590-930	Transfer to Water Impact Fee Reserves	0.00	34,940.00	0.00	0.00	0.00	34,940.00	0
05-590-931	Transfer to Sewer Impact Fee Reserves	0.00	78,300.00	0.00	0.00	0.00	78,300.00	0
05-590-992	Unemployment Claims - Non-Dept	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0
05-590-994	Bank Fees - Non-Dept	91.72	1,550.00	0.00	0.00	0.00	1,550.00	0
05-590-996	Bad Debt - Non-Dept	0.00	40,000.00	0.00	0.00	0.00	40,000.00	0
05-590-999	Other - Non-Operating Charges - Non-Dept	4,273.43	0.00	0.00	150.00-	0.00	150.00	0
	Department Total	68,410.40	336,629.00	3,300.39	45,480.70	0.00	291,148.30	14
	ENTERPRISE FUND Expend Total	547,831.55	2,162,385.00	325,281.49	559,316.51	0.00	1,603,068.49	26

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
05	ENTERPRISE FUND	572,909.69	189,554.36	544,063.99	547,831.55	325,281.49	559,316.51	15,252.52-

Fund Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
Final Total	572,909.69	189,554.36	544,063.99	547,831.55	325,281.49	559,316.51	15,252.52-

Library Reports 10/2016 - 09/2017

	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Totals
Circulation													
Adult Books	926	964	933	974									3,797
Juvenile Books	730	633	518	501									2,382
DVD'S	1024	992	936	898									3,850
Total Circulation	2680	2589	2387	2373									10,029
New Borrowers													
In City	5	15	7	12									39
In County	1	1	4	3									9
Total New Borrowers	6	16	11	15									48
Number of Programs													
Adult	1	1	0	1									3
Juvenile	1	2	2	2									7
Young Adult	1	1	0	1									3
Total Programs	3	4	2	4									13
Program Attendance													
Adult	7	7	98	12									124
Juvenile	60	17	163	19									259
Young Adult	10	8	28	2									48
Total Attendance	77	32	289	33									431
Reference Questions													
Phone Calls	237	254	213	292									996
Number of Computer Users													
	425	436	349	378									1,588
Total Patrons													
	1613	1484	1566	1324									5,987

NOTE: Books By Mail check outs are now included in the monthly total.

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

STATISTICAL DATA

West **Division**

February 6, 2017

Northwest District

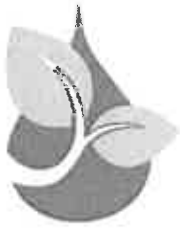
To: Patricia Jackson , City Manager
 From: Deputy Christina Poindexter #7376
 Subject: Statistical report for January 2017

ACTIVITY	
FELONY ARREST	0
AFFIDAVITS FELONY	1
MISDEMEANOR ARREST	0
AFFIDAVITS MISDEMEANOR	0
OUT OF COUNTY/STATE WARRANT ARRESTS	0
PROCAP WARRANT ARREST	0
TOTAL ARRESTS	1
SEARCH WARRANTS	0
FIELD INTERROGATION REPORTS	0
TRAFFIC CITATIONS	0
INTELLIGENCE REPORTS	1
STOLEN PROPERTY RECOVERED	\$0
HRS. TRANSPORTING/ AGENCIES/DIVISIONS	0
OFFENSE REPORTS	7
NARCOTICS SEIZED	\$.00
ASSETS SEIZED	\$.00
PATROL NOTICES	0
FOXTROT REPORTS	2
TOW-AWAY NOTICES	1
COMMUNITY CONTACTS	220
TRAFFIC STOPS	3
TOTAL DISPATCHED CALLS FOR SERVICE	48

In January 2017, there were three (3) PROCAP captured crimes as compared to two (2) in 2016. During the month there was one conveyance burglary at 501 Commonwealth Ave Texaco Station. The victim entered the store and when she returned to her vehicle her purse was stolen. The store had video but the suspect was unable to be located. There are currently two cases of Burglary of a residence. One location one item of value was removed from the carport of 116 Matt Williams Blvd. (speaker box). The second burglary was to an apartment located at 201 Citrus Grove Blvd. #31 where the possible suspect was evicted days prior. The items removed from the residence were items prior to the eviction, belonged to the possible suspect.

Case No.	1st Prev	1st Sp	Day	Location	Description	Arrest	Case	Off
BURGLARY CONVEYANCE								
PCSO-17000708	2017-01-05 / 0930hrs	2017-01-05 / 1051hrs	Thur	501 COMMONWEALTH AVE SW TEXACO	unlocked veh; while vict was pumping gas unk BM susp driving a black SUV entered victs veh & removed teal purse which contained debit cards, checks, SS card, & credit cards / the Discover card was attempted to be used at 1015Hrs at the Sunoco located at 2660 S Rio Grande Ave In Orlando a nother attempted transaction occurred at the Marthon located at 2900 S Rio Grande Ave in Orlando. I have video surveillance of the subject and vehicle. I am unable to identify a tag number to the black Nissan SUV due to his course of movement within the parking lot. The suspect appears, to intentionally evade the cameras with the rear of the vehicle. Orange County has been contacted to try to obtain video surveillance at the above listed gas stations. There were no finger prints due to the subject used a towel to open the passenger door, this can be seen in the video surveillance.	No	NFL	PoinDEXter
BURGLARY RESIDENCE								
PCSO-17000261	2016-12-29 / 1425hrs	2017-01-03 / 0840hrs	Tues	201 CITRUS GROVE BLVD N #31	broke window; unk susp entered resid & removed a floor fan & children's clothes were removed / landlord evicted previous tenant Bla In Tripp. I have checked with the post office (Polk City) in an attempt to locate a forwarded address for mail to be rerouted. This attempt rendered negative results. The phone number on file in his rental agreement is disconnected and there were no other contacts listed. Currently awaiting results on finger prints, submitted on the glass.	No value	NFL	PoinDEXter
PCSO-170003644	2017-01-20 / 1600hrs	2017-01-22 / 2000hrs	Sun	116 V MATT WILLIAMS BLVD	open carport; unk susp entered the open carport & removed a amp speaker box for veh / vict feels that his friend Ronald Jackson BM 20-30's who lives off Orange Blvd came over to the resid & questioned him about the item (located Ronald Jackson BM 09/22/87 lives at 536 Smith Rd, Polk City - Karen)			PoinDEXter

Department of Law Enforcement Polk City - 2016-2017																																	
	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec		YTD Total		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				
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	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Burg. Residence	0	2	0	0	0	0	1	0	0	0	2	0	0	0	0	0	1	0	0	0	0	0	3	0	0	2	-33%	0.0	2.0	0.0	0.0		
Burg. Structure	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. Conveyance	0	1	0	0	0	0	2	0	3	0	2	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	100%	0.0	1.0	0.0	1.0	
Vehicle Theft	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	2	0	0	0	1	0	0	0	0	0	0		
Grand Theft	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	3	0	0	0	1	0	0	0	0	0	0	0	0	0	
Pett Theft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	
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	0	0	0	0	0	0	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	1	0	0	0	0	0	0	0	
Criminal Mischief	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0
Totals	2	3	0	0	1	0	6	0	4	0	7	0	1	0	2	0	2	0	5	0	6	0	6	0	2	3	-50%	2.0	3.0	2.0	3.0		
% Change	50%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50%						50%		



Aquarina Waterworks, Inc.

2517 Elm Circle

Lake Wales, FL 33898

Kevin Burge (772) 708-7946 Keith

Burge (772) 201-3299

aquarinawaterworks@bellsouth.net (Kevin Burge)

Burkimwater@aol.com (Keith Burge)

City of Polk City Polk City Commissioners

January 2017 Utility Operations Summary

Executive Summary

The following points are presented as an overall summary of water and wastewater utility department activities and events that occurred during the month of January, 2017:

- Installed the two repaired submersible pumps back at the Voyles Loop lift station. Station is in normal operating parameters
- Continued to provide information to the City's consultant so that the City would be able to renew their wastewater operating permit.
- Continued to perform daily routine cleaning and maintenance on all the City's lift stations.
- Continued with the weekly monitoring of all the City's generators.
- Had pumprtronics come out and remove the bypass pump and associated pumping from the Voyles Loop lift station. Station operating normally.
- We had the discharge pipe from the wet well to the valve box repaired at the Ruth road lift station.
- Reinstalled the repaired call box at Motorcoach lift station.
- Reinstalled the repaired call box at Voyles Loop lift station.
- Reinstalled the repaired call box at the Cardinal Hill wastewater treatment plant.
- Purchased and installed a new check valve at the Mt. Olive water treatment facility.

Operations and Maintenance Activities

- Installed a new meter coupling at 8762 Hinsdale Heights Drive on January 11, 2017.
- Pulled both pumps at lift station #11 on January 13, 2017.
- Installed a new backflow at 528 Homecoming Way on January 16, 2017.
- Repaired a broken line at 5618 Viburnum Court on January 19, 2017.
- Pulled both pumps at lift station #11 on January 2, 2017.
- Did minor trouble shooting on the generator at Carinal Hill WWTP because generator would not switch back from exercising mode.
- Installed repaired pump #1 at Voyles Loop lift station on January 5, 2017.
- Cleaned lift station #2 on January 6, 2017.
- Cleaned lift station #1 on January 6, 2017.
- Cleaned lift station #12 on January 6, 2017.
- Pulled lift station #11 pumps at Golden Gate on January 8, 2017.
- Pulled lift station #11 pumps at Golden Gate on January 9, 2017.
- Cleaned lift station #6 on January 9, 2017.
- Cleaned lift station #8 on January 9, 2017.
- Cleaned lift station #9 on January 9, 2017.
- Cleaned lift station #3 on January 17, 2017.
- Cleaned lift station #4 on January 17, 2017.
- Pulled lift station #11 pumps at Golden Gate on January 18, 2017.
- Re-packed fire suppressor valve at City Hall on January 19, 2017.
- Pulled lift station #10 pumps and cleared the rags on January 20, 2017.
- Pulled lift station #10 pumps and cleared the rags on January 21, 2017.
- Cleaned out CL2 injection point at Mt. Olive WTP on January 4, 2017.
- Met with Bob from Central Florida Controls at the Mt. Olive WTP to find out why the meter at the plant was not working on January 25, 2017.
- Had a contractor haul sludge from the Cardinal Hill WWTP on January 30, 2017.
- Painted the exterior piping on the Cardinal Hill WWTP on January 31, 2017.

Miscellaneous Job Order Completions

- 65 turn on/off
- 13 locates
- 1 new meter installs
- 14 Meter maintenance
- 8 meter register change outs
- 7 customer service calls
- 33 Meter reads
- 4 Laptop tests
- 2 Meter changeouts.
- 147 total work orders completed during the month of January 2017.

Planned February Monthly Activities

- Take pumps from lift station #10 into Barney's for repair.
- Continue to inspect sanitary sewer lines and manholes.
- Ask for permission to buy 2 new pumps for lift station #10.
- Begin meter audit at the City.
- Check sanitary sewer collection system for inflow infiltration.
- Continue the marking and identifying isolation valves.



Polk City City Commission Agenda Form

Meeting Date: February 20, 2017
Item Number: Presentations

Subject:	
RESOLUTION 2017-01 - A RESOLUTION OF POLK CITY COMMENDING THE FLORIDA ASSOCIATION OF CITY CLERKS FOR ITS 45TH ANNIVERSARY	
Department:	
Administrative	
Summary:	
This is a Resolution of Polk City, Florida Commending the Florida Association of City Clerks for its 45 th Anniversary.	
Requested Commission Action:	
Adopt Resolution 2017-01	
Financial Impact:	
None	
Attachments: X	Supporting Documents Reviewed X
Submitting Department Head:	Date:
Patricia Jackson, City Manager	2/14/2017
Approved by City Manager:	Date:

RESOLUTION 2017-01

A RESOLUTION OF POLK CITY COMMENDING THE FLORIDA ASSOCIATION OF CITY CLERKS FOR ITS 45TH ANNIVERSARY.

WHEREAS, the Florida Association of City Clerks (FACC) was established in 1972 to promote and develop the educational and professional status of Florida city clerks; and

WHEREAS, the primary objective of the FACC is to educate the city clerks in the State of Florida; and

WHEREAS, the FACC works in conjunction with the International Institute of Municipal Clerks to provide Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMS) certification for city clerks; and

WHEREAS, the FACC strives to help increase the efficiency of city clerk functions, increase cooperation and assistance with city administrators, gather and disseminate information to improve procedures, and improve the efficiency of the administration of municipal government; and

WHEREAS, the FACC currently has more than 575 members in seven districts throughout the state; and

WHEREAS, the FACC is proud to have one of the largest certification programs in the country with more than 200 Certified Municipal Clerks and more than 100 Master Municipal Clerks among its members; and

WHEREAS, the FACC provides educational opportunities for clerks through its annual summer conference and academy and fall academy, webinars, district mini-academies and Athenian Dialogues; and

WHEREAS, the FACC provides a discussion forum by which members may post inquiries when researching best practices for programs, issues and opportunities within Florida's cities; and

WHEREAS, the year 2017 is the 45th anniversary of the FACC, which is an occasion worth of special recognition.

WHEREAS, Polk City is proud to offer membership into FACC for (Patricia Jackson and Sheandolen Dunn).

NOW, THEREFORE, BE IT RESOLVED BY POLK CITY:

Section 1. That Polk City congratulates the FACC on its 45th anniversary.

Section 2. That a copy of this resolution be provided to the FACC Board of Directors.

PASSED AND ADOPTED by Polk City this 20th day of February 2017.

City Commission of Polk City

Joe LaCascia
Mayor

ATTEST:

Sheandolen P. Dunn, Deputy City Clerk

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney



Polk City City Commission Agenda Form

Meeting Date: February 20, 2017
Item Number: 1

Subject: Republic Services – Solid Waste and Recycling Collection Franchise Agreement	
Department: Administrative	
Summary: The City entered into a Solid Waste and Recycling Collection Franchise Agreement with Republic Services effective January 1, 2014, for a period of three years. The current agreement expires January 1, 2018. The City has received a request from Republic Services to extend the agreement for one (1) additional term of three (3) years. There is not a request for an increase in fees, and the poly carts will remain the property of Republic Services.	
Requested Commission Action: Move to extend the current Solid Waste and Recycling Collection Franchise Agreement with Republic Services for one additional term of three years.	
Financial Impact: None	
Attachments: X	Supporting Documents Reviewed X
Submitting Department Head: Patricia Jackson, City Manager	Date: 2/15/2017
Approved by City Manager:	Date:



3870 Maine Ave. Lakeland FL, 33801
repubreservices.com

February 2, 2017

Patricia Jackson
City Manager
City of Polk City
123 Broadway Blvd SE
Polk City, FL 33868

Subject: Solid Waste and Recycling Collection Franchise Agreement

Dear Mrs. Jackson:

Republic Services is your existing partner in providing recycling and solid waste services to Polk City. The present franchise agreement will expire January 1, 2018. We propose to extend the agreement for one (1) additional term of three (3) years.

Republic Services has the experience of working with you and your staff and understands the expectations in servicing Polk City. We recognize the responsibility of collecting, transporting and properly disposing of the solid waste generated by the residents and commercial customers each week. The recyclables are collected and transported to our Materials Recovery Facility in Lakeland ensuring sustainability of recycling.

Extending the contract with Republic Services will allow no interruption in service to your residents and commercial customers. On behalf of our managers, operations team and drivers, we recognize it is our privilege to service Polk City. Thank you and the City Commissioners for their consideration of our renewal.

Sincerely,

A handwritten signature in black ink that reads "Chris Jones". The signature is fluid and cursive.

Chris Jones
General Manager





Polk City City Commission Agenda Form

Meeting Date: February 20, 2017

Item Number: 2

SUBJECT: BRYANT PROPERTY OPTION CONTRACT FOR SALE AND PURCHASE (9835 SR.33, POLK CITY)

ATTACHMENTS:

- Option Contract for Sale and Purchase
- Wetlands Property Sketch
- Appraisal Report from A.R.E.A Real Estate Appraisers, Inc.

SUMMARY:

February 25, 2016 – Discussion began regarding the purchase of land for a Public Works facility.

At the July 2016 City Commission Meeting, City Manager Jackson discussed the possibility of purchasing property that needed to be developed or purchase property that was already developed, which is the Bryant property. The City Commission gave consensus to do so in a previous meeting. The site has a concrete building with an office and storage space, an area with a lift for repairs and maintenance, a pole barn, and a two-bedroom house. This property is 17± acres. Purchasing this property would certainly free up other City property to be used as originally purposed.

During the August 8, 2016 City Commission Workshop, City Manager Jackson stated the payments for the property were placed in the budget at \$28,500 per year with a 15-year amortization. City Commission provided consensus authorizing City Manager Jackson to negotiate for purchase of the Bryant property.

On September 13, 2016, Ordinance 2016-04 (Budget) was approved on First Reading (4-0), which included the purchase of Bryant Property. The Proposed Budget was placed on the City's website and a copy was available at the City Commission Budget Hearing.

On September 22, 2016 the City Commission and staff took a tour of the Bryant property. After a lengthy tour and discussion, the City Commission provided consensus for City Manager Jackson to proceed with making an official offer on the property.

On September 27, 2016 Ordinance 2016-04 (Budget) was approved on Second and Final Reading (4-1). The Adopted Budget was placed on the City's website and a copy was available at the City Commission Final Budget Hearing.

During City Commission discussion, City Manager Jackson explained in great detail that the Budget includes \$70,000 in cash carry forward as a down payment on the Bryant property and the annual payment, if purchased. As of the September 27, 2016 meeting, an offer was made to the owner, but was not accepted. Subsequent counter offers were made and the final offer of \$400,000 was accepted on December 30, 2016.

Per Florida Statute 166.045 – Such appraisals, offers, and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of s. 119.07(1) until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the governing body of the municipality.

A Public Notice was placed in The Ledger thirty (30) days prior to February 20, 2017; the same notice was posted on Polk City's Website on January 19, 2017 and posted at the Polk City Post Office (twice because the original posting was removed)

STAFF RECOMMENDATION:

Approval of the Bryant Property Option Contract for Sale and Purchase.

OPTION CONTRACT FOR SALE AND PURCHASE

THIS OPTION CONTRACT FOR SALE AND PURCHASE (the "Contract") is made as of the Date of this Contract (as defined hereafter) among the following parties:

Buyer: Polk City, Florida
c/o City Manager
123 Broadway Blvd. SE
Polk City, FL 33888

Seller: Bryant Properties
P.O. Box 1218
Polk City, Florida 33868

Escrow Agent: Robert J. Stanz, P.A.
5121 South Lakeland Drive, Suite 2
Lakeland, Florida 33813

BACKGROUND

Seller is the owner of the Property (as defined in Section 1). Buyer desires to purchase the Property, and Seller desires to sell it to Buyer, subject to and upon the terms and conditions of this Contract. This Contract constitutes an option contract under Section 166.045, Florida Statutes.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements contained herein, the Earnest Money Deposit (as defined in Section 2), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer and Seller (the "Parties") agree as follows:

1. **Property.** If Buyer holds a public hearing pursuant to Section 166.045, Fla. Stat., and approves this option contract on or before October 18, 2016, Seller agrees to sell, and Buyer agrees to purchase from Seller, the land described on Exhibit "A", located in Polk County, Florida, consisting of approximately 16 acres, more or less, together with any trees and landscaping located thereon and all improvements, structures and fixtures placed now or hereafter constructed or installed on the land, other items of personal property located on the land, and all other tangible and intangible personal property that is used or useful in connection with the subject property, including, without limitation, sewer and water rights, sewer deposits, sewer fees, prepaid impact fees, surveys, studies, test results, plans and specifications, leases, tenant deposits and prepaid rents, permits, utility deposits, architectural, contractor's and manufacturer's warranties, and trade names, trade symbols, trademarks and logos relating to the subject property (collectively, the "Property").

2. **Earnest Money Deposit.** Buyer shall pay to Escrow Agent the sum of \$1,000.00 by check or wire transfer as earnest money, payable after both parties have executed this Contract. Such sum is hereinafter referred to as the "Earnest Money Deposit". The Escrow Agent shall deposit such Earnest Money Deposit in an interest bearing account. The Earnest Money Deposit shall be retained or refunded, as the case may be, in accordance with the terms of this Contract and shall be applied as a credit against the Purchase Price (as defined in

Section 3) at Closing (as defined in Section 6). The Buyer shall be entitled to all interest earned on the Earnest Money Deposit.

3. Purchase Price. The purchase price (the "Purchase Price") of the Property shall be FOUR HUNDRED THOUSAND DOLLARS (\$ 400,000.00).

3.1 Payment of Purchase Price. The Purchase Price for the Property shall be paid at Closing by cashier's check drawn on a local bank or by wired funds, subject to adjustments and prorations. Escrow Agent shall pay over to Seller at Closing the Earnest Money Deposit as a part of this balance.

4. Costs and Prorations.

4.1 Seller shall pay the documentary stamp or transfer tax due on the deed, the cost of the title search, the municipal lien search, the title examination fees, the owner's title insurance premium, and the brokerage commission, if any. Buyer shall pay the cost of recording the deed, and the cost of any surveys, soil tests, inspections, or other testing Buyer obtains. Each Party shall pay its own attorney's fees.

4.2 Ad valorem taxes assessed against the Property for the year in which the Closing occurs shall be prorated as of the day of Closing based on the maximum available discount, if any, for the early payment of taxes. If the proration is not based on the actual tax bill for the year of Closing, the proration shall be based upon the most recent tax bill and shall be adjusted when the actual tax bill is available.

5. Title. Seller shall convey good, marketable and insurable title to the Property to Buyer by general warranty deed, which shall expressly be made subject only to the matters approved or waived by Buyer as set forth below. Without limiting the generality of the foregoing, the Property shall not be subject to any (i) mortgage, security agreement, judgment, lien or claim of lien, or any other title exception or defect that is monetary in nature, or (ii) any leases, rental agreements or other rights of occupancy of any kind, whether written or oral, or (iii) any easement, restriction, zoning, prohibition, or requirement of private parties or governmental authorities that would prevent the use of the Property for its Intended Use as described hereafter. Seller hereby agrees to pay and satisfy of record any such title defects or exceptions prior to or at Closing at Seller's expense. The title shall be subject to current and future ad valorem property taxes. Seller shall at its expense furnish to Buyer, within fifteen (15) days from the Date of this Contract by the parties hereto, a commitment for title insurance covering the Property and issued by a title insurance company acceptable to Buyer with copies of all exceptions contained therein. Such commitment shall agree to issue to Buyer, upon Closing of this transaction, an ALTA Form B, Marketability owner's policy in the full amount of the Purchase Price. Buyer shall have thirty (30) days in which to examine the commitment and to give Notice (as defined hereafter) to Seller of any objections which Buyer may have.

If Buyer fails to give any Notice to Seller by such date, Buyer shall be deemed to have waived this right to object to any other title exceptions or defects. If Buyer does give Seller Notice of objection to any other title exceptions or defects, Seller shall then have the obligation to cure or satisfy such objection within 90 days of such Notice. Seller will, if title is found unmarketable, use diligent effort to correct the defect(s) within the time provided, including the bringing of necessary suits. If the objection is not so satisfied by Seller, then Buyer shall have the right to Terminate (as defined hereafter) this Contract by Notice to Seller, in which case the Earnest Money Deposit shall be returned to Buyer, or take such actions as may be necessary to cure the objection and deduct the cost thereof from the Purchase Price. If Seller does so cure

or satisfy the objection, within the time provided, then this Contract shall continue in effect. Buyer shall have the right at any time to waive any objections that it may have made and thereby preserve this Contract in effect. Seller agrees not to further alter or encumber in any way Seller's title to the Property after the Date of this Contract.

6. Closing. The Closing ("Closing") of the transaction contemplated hereby shall be held in the offices of Escrow Agent or by a mail-away escrow closing at a time and on a date which shall be no less than thirty (30) days after the Inspection Period ends, unless extended pursuant to Section 5 hereof. The exact time, date and place of Closing shall be selected by Buyer by Notice to the Parties at least five (5) days prior to the date so selected, or, if no date is selected, it shall be said 30th day.

7. Broker. Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than Richard Dempsey, ALC, Coldwell Bankers Commercial, Saunders Real Estate, 114 N Tennessee Avenue, 3rd Floor, Lakeland FL 33801, who is a single agent and will be compensated by Seller.

8. Survey. Seller shall furnish Buyer with copies of all surveys it has on the Property, if any, within ten (10) days of the Date of this Contract. Prior to the Closing, Buyer may have Property re-surveyed at Buyer's expense. If the survey (or re-survey, if applicable) shows any encroachments on the Property, or that improvements on the property located on the Property encroach on setback lines, easements, lands of others, or violate any restrictions, contract, covenants or applicable governmental regulation, or that any gaps exist so that the Property is not contiguous or does not have access, then the same shall constitute a title defect. Buyer shall give Seller Notice of such defect within 30 days of receipt of the survey (or re-survey, if applicable). Thereafter, Seller and Buyer shall proceed under Section 5.

9. Inspection.

9.1 Inspection Period. The inspection period ("Inspection Period") shall commence on the Date of this Contract and terminate on the 60th day following the Date of this Contract.

9.2 Plans and Reports. Seller shall furnish Buyer within 10 days of the Date of this Contract with copies of all permits, environmental reports, wetland studies, wetland determinations, engineering reports, soil studies, master plan agreements, development approvals, concurrency vesting determinations, stormwater management permits, declaration of covenants and restrictions (actual or proposed), property owners association articles of incorporation and by-laws, and similar reports and studies owned or in possession of Seller with respect to the Property. Without limiting the generality of the foregoing, Seller shall furnish Buyer with copies of any environmental management, protection, assessment or impact reports and any permits, certificates of compliance or certificates of non-compliance relating to the Property or the handling, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, disposal or clean-up of any substances or wastes regulated under local, state or federal law or regulation, upon or about the Property whether prepared or obtained by or for Seller, any tenant of the Property, any government agency or authority, or any other person or entity, and any approvals, conditions, orders, declarations and correspondence to or issued by any governmental agency or authority relating thereto which as to any or all of the above. Seller shall immediately deliver to Buyer copies of any of the foregoing that come as received by Seller during the term of this Contract.

9.3 Inspection. Following advanced notice to Seller, Buyer and Buyer's agents, employees and independent contractors shall have the right and privilege (but not the obligation) to enter upon the Property prior to Closing to survey and inspect the Property and the structures thereon and to conduct soil borings and other geological tests, engineering tests and such other inspections and studies as Buyer may desire, all at Buyer's sole cost and expense. Following advanced notice to Seller, the Buyer and Buyer's agents shall be allowed access to the Property by appointment during normal business hours to inspect the Property and to show the Property to any prospective tenants of the Property. Seller is entitled to receive copies of all inspection reports and studies in the event the transaction does not close.

9.4 Termination and Repairs. If, in its sole discretion, Buyer determines that the Property is not satisfactory for its purposes, or if the Buyer determines that any of Seller's representations or warranties are inaccurate or untrue, Buyer shall have the right to terminate this Contract by written notice delivered to Seller prior to the expiration of the Inspection Period, whereupon the Earnest Money Deposit shall be returned to Buyer and this Contract shall be terminated. In the event Buyer does not notify Seller in writing prior to the expiration of the Inspection Period that Buyer has elected to terminate this Contract, then Buyer shall have waived its right to terminate this Contract pursuant to this Paragraph.

9.5 Indemnity. Buyer hereby covenants and agrees to indemnify and hold harmless Seller from any and all loss, liability, costs, claims, demands, damages, actions, causes of actions, and suits arising out of or in any manner related to the exercise by Buyer of Buyer's rights under this Section 9.

10. Eminent Domain. If, after the Date of this Contract and prior to Closing, Seller receives notice of the commencement or threatened commencement of eminent domain or other like proceedings against the Property or any portion thereof, Seller shall immediately give Notice thereof to Buyer. Buyer shall elect within thirty (30) days by Notice to Seller either (i) to Terminate this Contract, in which event the Earnest Money Deposit shall be refunded to Buyer, or (ii) to close the transaction contemplated hereby in accordance with its terms but subject to such proceedings, in which event the Purchase Price shall not be reduced but Seller shall assign to Buyer Seller's rights in any condemnation award or proceeds. If Buyer does not give Notice timely, Buyer shall be deemed to have elected to close the transaction contemplated hereby in accordance with clause (ii) above.

11. Documents. Seller shall deliver to Buyer at Closing (i) Seller's general warranty deed; (ii) a bill of sale transferring the personal property which is a part of the Property; (iii) possession of the Property; (iv) affidavits sufficient to permit the title company to issue the owner's title policy without standard exceptions for construction, mechanic's, materialmen's, or other statutory liens or rights of parties in possession; (v) estoppel letters with respect to any contracts being assumed; (vi) affidavits or other appropriate resolutions authorizing the sale; and (vii) reasonable evidence that Seller is not a foreign person against whom withholding is required under the Internal Revenue Code, and such other documents as may be required to perfect the conveyance of the Property to Buyer.

12. Default and Remedies. If Buyer fails or refuses to perform its obligations under this Contract, and such failure or refusal is not cured within twenty (20) days after Notice from Seller, then the Seller may as its sole and exclusive remedy have the Earnest Money Deposit as full liquidated damages. The Parties hereby acknowledge the difficulty of ascertaining Seller's actual damages in such circumstance and agree that the Earnest Money Deposit represents a good faith resolution thereof. If Seller fails or refuses to convey the Property in accordance with the terms of this Contract or otherwise perform its obligations hereunder, and such failure or

refusal is not cured within twenty (20) days after Notice from Buyer, then Buyer shall have the right to seek specific performance, or elect to receive the return of the Earnest Money Deposit without thereby waiving any action for damages resulting from Seller's breach.

13. Seller's Agreements. Seller warrants, represents and agrees that:

13.1 Seller is the owner of the Property free and clear of all liens and encumbrances.

13.2 That no one is in possession of any portion of the Property except Seller.

13.3 The Seller is not subject to any rule, agreement or restriction of any kind or character which would prevent the consummation of this Contract. This Contract has been validly authorized, executed and delivered by Seller and constitutes a valid and binding obligation of Seller in accordance with its terms.

13.4 Seller represents and warrants that, to their knowledge (i) there are no hazardous materials in violation of any environmental laws located on the Property, and (ii) the Property is not listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA, and (iii) there is no reasonable basis for Seller to be named in such claims or for any similar action to be brought against Seller, and (iv) neither the Property, nor the use or operation thereof by Seller, violates any land use, environmental, hazardous or regulated material and/or waste handling, storage, treatment, disposal or discharge laws or other laws, building codes, zoning or other ordinances, rules or regulations, fire insurance regulations, or covenants, conditions and restrictions whether federal, state, local or private; and (v) there exists no violation of any covenants or agreements of any kind with tenants, or with any governmental jurisdiction or private party purporting or acting to restrict in any way the individual use of the Property; and (vi) neither the Property nor the present operation and use, constitute an illegal use under any zoning or land use law or regulation, and none of the foregoing is the subject of any variance pursuant to any zoning or land use law or regulation; and (vii) there has not occurred upon or about the Property, any spillage, leakage, discharge or release into the air, soil or groundwater of any hazardous or regulated materials or wastes.

13.5 Seller has received no notice and has no knowledge of any pending or contemplated proceedings (i) to modify or amend any building code or zoning or land use law or regulation or development order which affects the Property; (ii) to impose any special assessment against or upon the Property or any portion thereof; (iii) to condemn the Property or any portion thereof; (iv) to modify, amend, suspend, revoke or terminate any environmental, occupancy, use, operating or other permit issued or pending in connection with the Property, or the occupancy, use of operation thereon of any tenant thereon; or (v) with respect to any environmental, hazardous or regulated material violation affecting the Property.

13.6 The representations and warranties in this Section 13 shall survive the Closing.

14. Risk of Loss. Seller shall bear all risk of casualty loss to Property occurring prior to Closing and shall maintain in full force and effect all hazard insurance now in force and insuring Property against loss and damage or destruction through the Closing Date. In the

event of any damage or destruction to any of the improvements on Property prior to Closing, not restored by Closing, Buyer shall have the option to either:

14.1 Rescind this Contract; or

14.2 Close this transaction and be entitled to receive the full amount of any proceeds of such insurance payable on the account of loss, damage, or destruction.

In the event Buyer elects to close this transaction under subsection 14.2 of this Section, any loss shall be settled with the insurers only with the written consent of Buyer, and, if at Closing there shall be any losses which shall not have been settled or adjusted, Seller shall transfer and assign the insurance claim to Buyer, and this transaction shall be consummated in the same manner as if there had been no damage or destruction to Property. The determination of the insurance adjuster for the respective insurance carrier regarding the extent of such loss shall be determinative as between Buyer and Seller relative to the value placed on such loss. Buyer acknowledges that the payment of insurance proceeds shall be subject to the rights of Seller's mortgage lender.

15. Leases. The Property is not leased to anyone.

16. Conditions to Buyer's Obligations. The Buyer's obligations under this Contract are, at the option of Buyer, subject to conditions at Closing that:

16.1 The Seller has fulfilled all the terms and conditions required to be fulfilled by Seller hereunder.

16.2 Seller's representations and warranties contained in this Contract shall, as a condition to Closing, be true at the time of Closing as though such representations and warranties were made at such time.

16.3 The Buyer has scheduled, advertised, and held a public hearing in accordance with Section 166.045, Florida Statutes, during which the City Commission has approved and ratified this Contract.

17. Notice. Wherever in this Contract it shall be required or permitted that notice, request, consent, or demand be given by either party to this Contract to or on the other (hereafter collectively "Notice" for the purpose of this Section), such Notice shall not be deemed to have been duly given unless in writing, and either personally delivered, mailed, sent by overnight commercial delivery service or telecopied to the addresses for the parties as set forth on Page 1 of this Agreement.

Counsel for the parties set forth herein may deliver or receive notice on behalf of the parties.

Any Notice sent by United States Mail, registered or certified, postage prepaid, return receipt requested, shall be deemed received three days after it is so mailed. All other Notices shall be deemed delivered only upon actual delivery at the address (or telecopy number) set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be regarded as delivered on the next business day. Saturdays, Sundays and legal holidays of the United States government (when the U.S. Post Office in Orlando, Florida is closed) shall not be regarded as business days.

If any time for giving Notice or other time period contained in this Contract would otherwise expire on non-business day, the Notice period shall be extended to the next succeeding business day. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in address or telecopy number or addresses to whom copies are to be sent to which Notices shall be sent by six (6) days written notice to the parties and addressees set forth herein.

When any period of time prescribed herein is less than six (6) days, intermediate non-business days shall be excluded in the computation.

All notices given pursuant to this Contract from Seller to Buyer or from Buyer to Seller shall be effective if executed and sent by counsel for the respective party.

18. Assignment of Contract by Buyer. Buyer may not assign this Contract.

19. Time of Essence. Time is of the essence of this Contract.

20. Entire Agreement. This Contract constitutes the entire agreement of the Parties and may not be amended except by written instrument executed by Buyer and Seller.

21. Interpretation.

21.1 The Section headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Contract or any provision hereof. If any Party is made up of more than one person or entity, then all such persons and entities shall be included jointly and severally, even though the defined term for such Party is used in the singular in this Contract. If any right of approval or consent by a Party is provided for in this Contract, the Party shall exercise the right promptly, in good faith and reasonably, unless this Contract expressly gives such Party the right to use its sole discretion.

21.2 If any time period under this Contract ends on a day other than a Business Day (as hereinafter defined), then the time period shall be extended until the next business day. The term "Business Day" shall mean Monday through Friday excluding legal holidays recognized by the United States government when the U.S. Post Office in Orlando, Florida is closed.

22. Attorney's Fees. In any litigation arising out of this Contract, the prevailing party shall be entitled to recover attorney's fees and costs.

23. Survival.

23.1 The provisions of this Contract shall survive Closing unless and to the extent expressly provided otherwise.

23.2 The provisions of this Contract concerning disbursement of the Earnest Money Deposit, brokerage commissions, Buyer's entering upon the Property and any others expressly so indicated shall survive Termination.

24. Termination. "Terminate" or "Termination" shall mean the termination of this Contract pursuant to a right to do so provided herein. Upon Termination, the Earnest Money Deposit and all interest earned thereon shall be returned to Buyer if this Contract has been terminated by Buyer pursuant to a right of Buyer to terminate as provided herein. If this

Contract has been terminated by Seller pursuant to a right of Seller to terminate provided herein, the interest on the Earnest Money Deposit shall be disbursed to Buyer and the Earnest Money Deposit shall be disbursed as provided herein, and the Parties shall have no further rights or duties under this Contract except as expressly provided herein.

25. Possession. Seller shall vacate and deliver actual Possession of Property no later than sixty (60) days after Closing, free and clear of all tenancies.

26. Applicable Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Florida.

27. Persons Bound. This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns as provided herein.

28. Exhibits. The exhibits and schedules referred to in and attached to this Contract are incorporated herein in full by reference.

29. Escrow Agent. In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful default or breach of trust, and it shall accordingly not incur any such liability with respect (i) to any action taken or omitted in good faith upon advice of its counsel or (ii) to any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Contract, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Contract. The Escrow Agent is hereby specifically authorized to refuse to act except upon the written consent of Seller and Buyer. Seller and Buyer hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Contract or involving the subject matter hereof. In the event of a dispute between Seller and Buyer sufficient in the discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under this Contract, together with such legal pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Contract. Any such legal action may be brought in such court as the Escrow Agent shall determine to have jurisdiction thereof. Seller and Buyer shall bear all costs and expenses of any such legal proceedings. Each Party agrees that the mere fact that Escrow Agent shall serve as Escrow Agent hereunder shall not disqualify said Escrow Agent or any of its individual attorneys from representing any party to this transaction.

30. Proposal of Option Contract, Acceptance, Approval and Ratification by City Commission, and Contract. This document shall constitute an option contract, which is a proposed agreement by a municipality to purchase a piece of property, subject to the approval of the local governing body at a public meeting. The transmittal of this option contract is open for acceptance by Seller until December 16, 2016. Seller agrees to immediately provide to Buyer a complete counterpart of this Contract signed by Seller. Seller's acceptance of this proposed option contract shall become an irrevocable offer subject to acceptance in accordance with Section 166.045, Fla. Stat., by the City Commission. This option contract shall become a binding contract upon presentation to, approval of and ratification by the Polk City Commission,

which ratification must occur on or before December 20, 2016. As used herein, the phrase "Date of this Contract" shall mean December 20, 2016. Acceptance of the proposed option contract by Seller shall be immediately communicated to Buyer. Buyer shall likewise immediately communicate approval and ratification of the acceptance to Seller. Each person signing below represents and warrants that he or she is fully authorized to execute and deliver this Contract in the capacity set forth beneath his or her signature. The Buyer will not be under any obligation to exercise the option and purchase the Property unless this option contract is approved by the governing body at the public hearing specified in section 166.045, Fla. Stat.

31. Contingencies.

31.1 Use of Property. The Contract is contingent upon the Buyer being able to use the Property for public works, utilities, and similar related uses.

32. FIRPTA Affidavit. Seller represents and warrants to Buyer that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act ("FIRPTA"). At closing, Seller shall execute and deliver to Buyer a "Non-Foreign Certificate," in form and substance satisfactory to Buyer which shall state, among other items, the taxpayer identification number of Seller and that Seller is not a foreign person, as defined by FIRPTA. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Certificate, the Buyer shall then be authorized to withhold from the closing proceeds an amount equal to ten (10%) percent of the gross amount of the Purchase Price and to remit the same to the Internal Revenue Service, as required by FIRPTA. Seller does hereby forever release and discharge Buyer from all liabilities resulting from, or arising out of, Buyer's good faith compliance with the requirements of FIRPTA. Further, Seller hereby agrees to indemnify, defend and hold harmless Buyer and Buyer's attorneys, GrayRobinson, P.A., in connection with any loss, cost, damage or expense, including attorneys fees and court costs, and including such costs on appeal, incurred by Buyer or Buyer's attorneys because of Seller's noncompliance with the requirements of FIRPTA, which indemnifications shall survive the closing of this transaction.

33. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. Counterparts; Facsimiles and Electronic Signatures. The Contract and any Addendum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures on the Contract and any Addendum shall be considered the same as original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS NEXT.]

THE PARTIES have set their hands and seals hereto as of the day and year indicated below their signatures.

BUYER:

POLK CITY, FLORIDA, a municipal corporation of the State of Florida

ATTEST:

By: _____
Patricia Jackson, City Clerk

By: _____
Joseph L. LaCascia, Mayor

Reviewed as to form and legal sufficiency

Thomas A. Cloud, City Attorney

Date: _____

SELLER: IRVIN BRYANT

Irvin Bryant

Date signed by Seller: 12/30, 2016

SELLER: JOYCE BRYANT

Joyce Bryant

Date signed by Seller: 12/30, 2016
ESCROW AGENT:

ROBERT J. STANZ, P.A.

By: _____

Date signed by Escrow Agent: 1/18/2017

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Parcel #1:

That part of the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 26 South, Range 25 East, lying South and East of right of way for State Road No. 33, more fully described as follows: Begin at the Southeast corner of said Southeast 1/4 of the Northwest 1/4, run thence North 01°09'08" East along the East line of said Southeast 1/4 of the Northwest 1/4 a distance of 153.0 feet more or less to the Southeasterly right of way line of State Road No. 33, run thence Southwesterly along said right of way line a distance of 605.0 feet more or less to the intersection with the South line of said Southeast 1/4 of the Northwest 1/4, run thence North 88°21'15" East along the South line of said Southeast 1/4 of the Northwest 1/4 a distance of 581.09 feet to the point of beginning;

Property Appraiser's Parcel No.: 25-26-31-000000-032010

Site Location: 0 U.S. Highway 33, Polk City, FL 33868

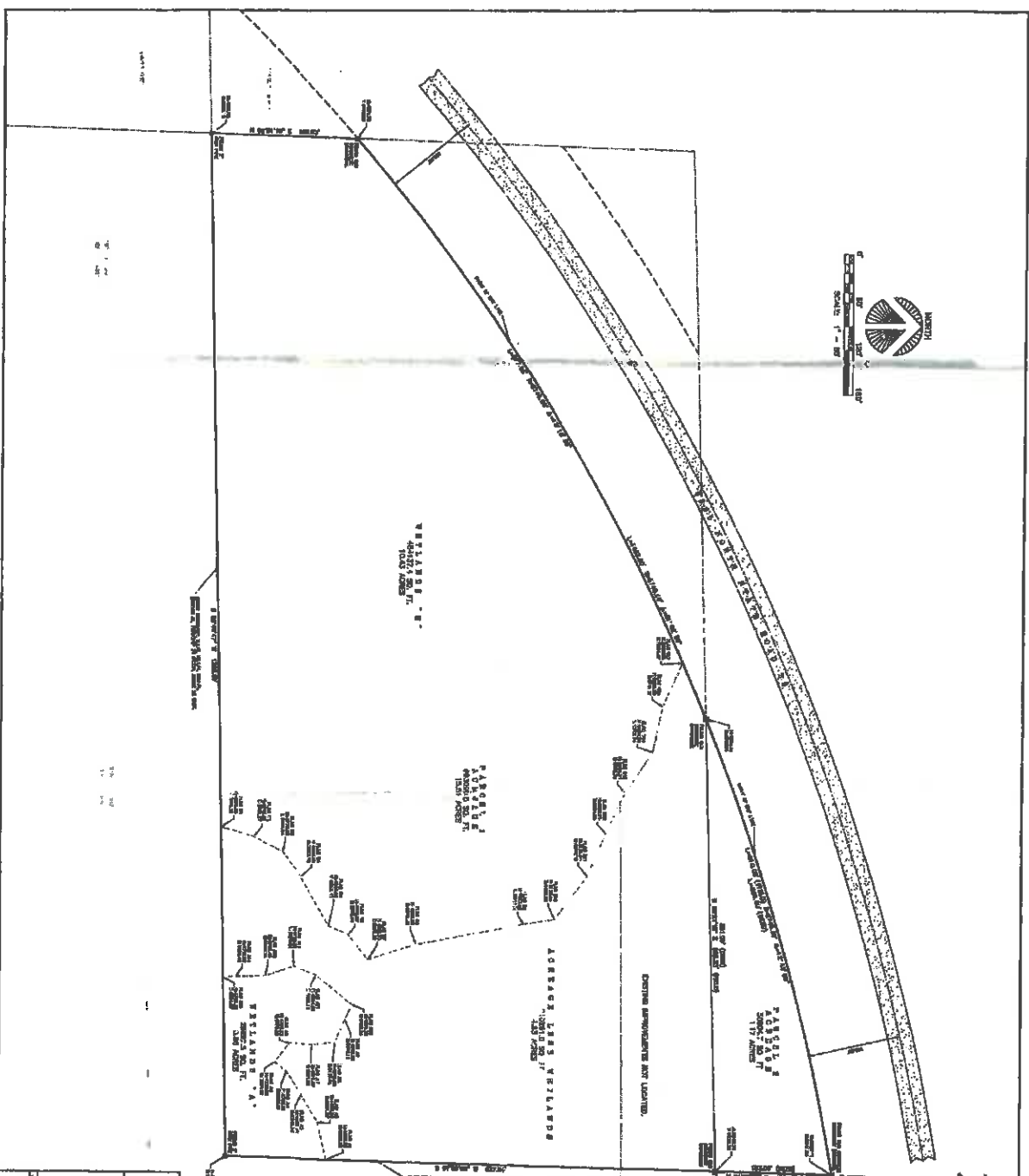
And

Parcel #2:

The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 31, Township 26 South, Range 25 East, LESS 200 feet off the Northwest side thereof for right of way of State Road 33.

Property Appraiser's Parcel No.: 25-26-31-000000-041010

Site Location: 9835 N. State Rd. 33, Polk City, FL 33868



BOUNDARY & WETLAND LOCATION

NOTES:
 1. THIS PLAN IS BASED ON THE DATA PROVIDED BY THE CLIENT.
 2. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE DATA.
 3. THE PLAN IS FOR INFORMATIONAL PURPOSES ONLY.
 4. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

TOTAL LORRAGE
 1728 ACRES

NOTE:
 THE SURVEY HEREIN IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE PAID FOR THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS SURVEY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE PAID FOR THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS SURVEY.

NOTICE:
 THE SURVEY HEREIN IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE PAID FOR THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS SURVEY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE PAID FOR THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS SURVEY.

[Signature]
 DATE: 11/15/2023



**APPRAISAL REPORT
REAL ESTATE APPRAISAL**

**Of
City of Polk City**



**9835 North State Road 33, Polk City
Polk County
FL, 33868**

**As of
August 1, 2016**

**Prepared For
Ms. Patricia Jackson
City of Polk City
123 Broadway Blvd SE
Polk City, FL, 33868**

**Prepared by
A.R.E.A. REAL ESTATE APPRAISERS, INC.
Oswald P. Carrerou, SRA
James (Jim) R. Pruitt, Jr.**

**A.R.E.A. File #:
16070031**



1136 First Street South Phone 863-294-2384
Winter Haven, FL 33880 Fax 863-297-9781
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 Sency, MAI, Senior Associate (State-Certified General Real Estate Appraiser RZ2558)
James C. Moxley, MAI, Senior Associate (State-Certified General Real Estate Appraiser RZ2769)

August 2, 2016

Ms. Patricia Jackson
City of Polk City
123 Broadway Blvd SE
Polk City, FL 33868

Re: Real Estate Appraisal Report
City of Polk City
9835 North State Road 33, Polk City,
Polk County, FL, 33868

A.R.E.A. File #: 16070031

Dear Ms. Jackson:

At your request, we have prepared an appraisal for the above referenced property. The subject is a mixed use property, consisting of an office/service garage, a pole barn and a single family residence, located on six (6.0) usable acres just west 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 Ms. Patricia Jackson, City Manager, City of Polk City. The problem to be solved is to estimate the current 'As Is' market value. The intended use is for negotiation purposes for potential acquisition. This appraisal is intended for the use of City of Polk City. City of Polk City 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:

- The subject of this assignment is an acreage tract with various improvements located just outside the city limits of Polk City. The site has a land use designation of RS, Residential Suburban, with Polk County, which is a low density residential and agricultural designation. The appraiser has been instructed to value the property as if annexed into the city of Polk City, with a zoning/land use suitable to allow the facility to be used for public works, with all improvements being legal on the site. However, since the land use is not in place as of the effective date of this appraisal, it is considered to be a Hypothetical Condition.

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 (Hypothetical with commercial/public works land use):

The "As Is" market value of the Fee Simple estate of the property, as of August 1, 2016, is:

Three Hundred Ninety Five Thousand Dollars (\$395,000)

The market exposure time preceding August 1, 2016 would have been 9 months and the estimated marketing period as of August 1, 2016 is 9 months.

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


Oswald P. Carrerou, SRA
President
State-Certified General Real Estate Appraiser RZ271
ozzie@arearealestate.com


James (Jim) R. Pruitt, Jr.
Comm. Department Manager
State-Certified General Real Estate Appraiser RZ2543
jim@arearealestate.com

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Summary of Important Facts and Conclusions

Subject Property:	City of Polk City 9835 North State Road 33, Polk City, Polk County, FL, 33868
Owner of Record:	Irvin and Joyce Bryant
Location Description:	The subject site is located just west of the city limits of Polk City in an area of traditional residential and rural residential uses.
Property Type:	Industrial – Mixed use
Report Type:	Appraisal Report
Interest Appraised:	Fee Simple Interest
Report Date:	August 2, 2016
Value Date:	August 1, 2016 – As Is
Date of Viewing:	August 1, 2016
Highest & Best Use As Vacant:	Hold for future commercial development (under hypothetical land use).
Highest & Best Use As Improved:	Continued service garage/office use.
Zoning Designation:	Hypothetical Commercial/Public Works (City of Polk City)
Legal Description:	See parcel ID #s.
Tax ID/APN:	25-26-31-000000-032010, 25-26-31-000000-041010
Land Size (Square Feet; Acres)	750,539 / 17.23
Improvement Size (Square Feet)	9,832

VALUE INDICATIONS

Sales Comparison Approach:	\$395,000 – Using hypothetical commercial/public works land use
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Reconciled Value(s):	As Is (Hypothetical)
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Value Conclusion(s)	\$395,000
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Effective Date(s)	August 1, 2016
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Property Rights	Fee Simple
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Subject Property Sales/Listing History

Current Owner:	Irvin and Joyce Bryant
Current Listing Price:	\$450,000
Pending Sales Price:	N/A
Prior Sale/Listing:	The subject site is currently listed for \$450,000 and has been on the market for approximately one year.

The subject is not under a pending contract for purchase. There have been no sales or listings of the subject property 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.***
- James (Jim) R. Pruitt, Jr. has personally viewed the property which is the subject of this report on August 1, 2016. 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 the Appraisal Institute.


Oswald P. Carrerou, SRA
State-Certified General Real Estate Appraiser-R2271


James (Jim) R. Pruitt, Jr.
State-Certified General Real Estate Appraiser R22543

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 Ms. Patricia Jackson, City Manager, City of Polk City. The problem to be solved is to estimate the current 'As Is' market value. The intended use is for negotiation purposes for potential acquisition. 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 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 client and appraiser agreed that this approach is not necessary for a credible value opinion.

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 although the subject is an income generating property, the appraiser and client have agreed that the income approach is not required for a credible value opinion.

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:

- The subject of this assignment is an acreage tract with various improvements located just outside the city limits of Polk City. The site has a land use designation of RS, Residential Suburban, with Polk County, which is a low density residential and agricultural designation. The appraiser has been instructed to value the property as if annexed into the city of Polk City, with a zoning/land use suitable to allow the facility to be used for public works, with all improvements being legal on the site. However, since the land use is not in place as of the effective date of this appraisal, it is considered to be a Hypothetical Condition.

Summary of Scope:

The subject is a mixed use property, consisting of an office/service garage, a pole barn and a single family residence, located on six (6.0) usable acres just west of Polk City. In this instance, the Sales Comparison Approach has been the only approach utilized. The Cost Approach has not been utilized due to the economic obsolescence present in the current market. The Income Approach was not utilized as there is insufficient data to accurately estimate the market rent for each building type. Neither approach is required for a credible value opinion.

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 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, 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 of large tract residential and agricultural properties. The area to the south is comprised of mainly of residential properties. 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 the Interstate.

Area & Property Use Characteristics

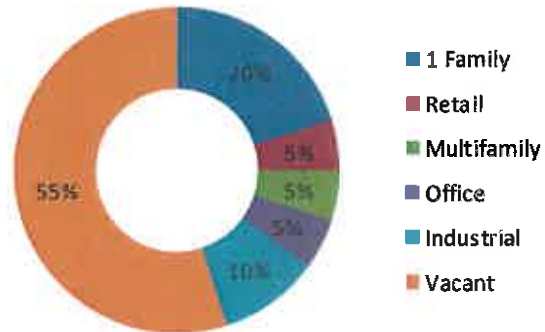
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Population Trend	<input type="checkbox"/> Up	<input checked="" type="checkbox"/> Stbl	<input type="checkbox"/> Dn
Build Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 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	
20% 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%
55% 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



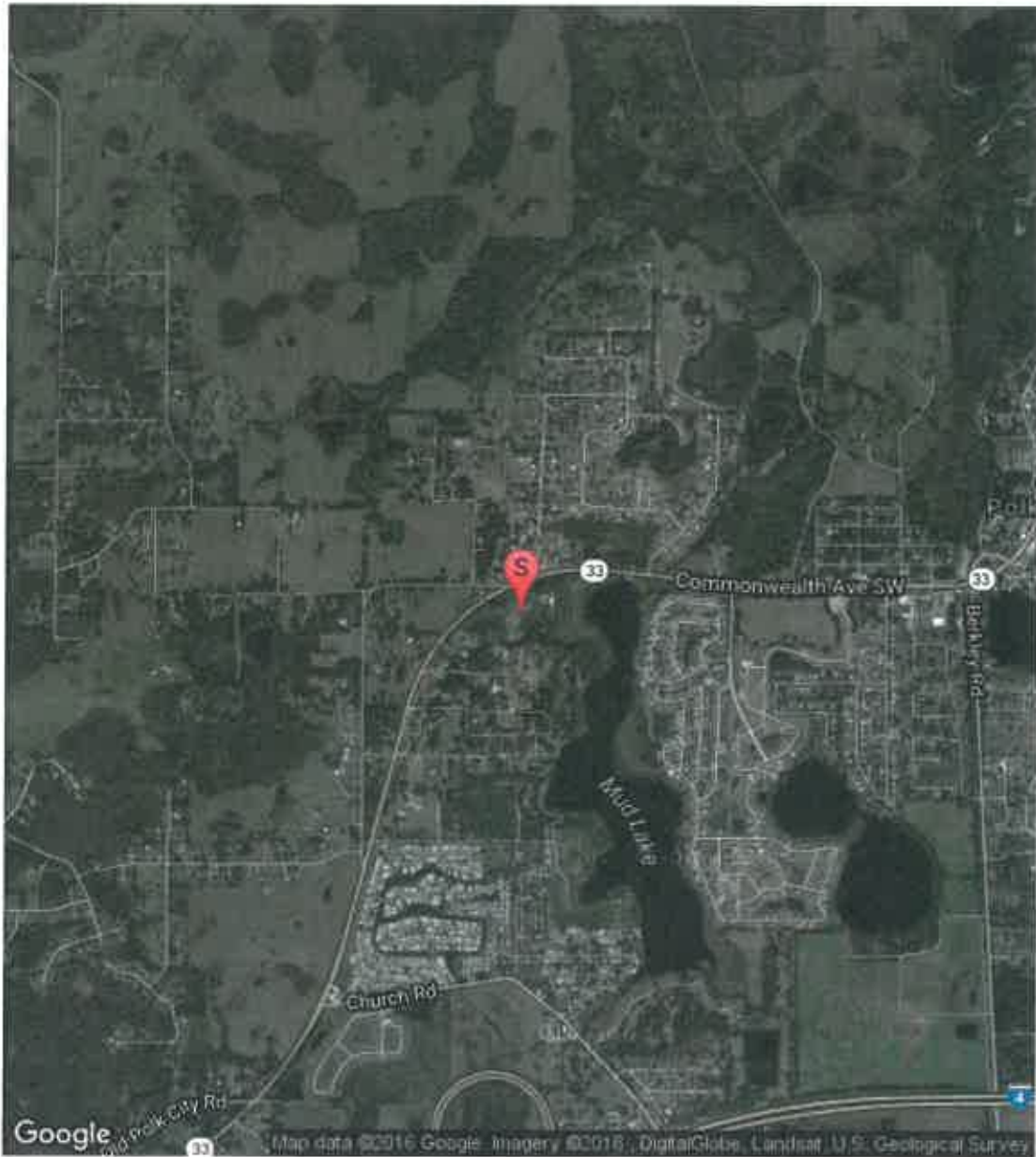
The land uses in the area are comprised of residential and agricultural uses to the north, east and west. The core commercial corridor for the area is located east of the subject property, with improvements in this area consist mainly of retail and office. Residential properties are located on the secondary roadways.

Age Range for Subject Property Type 1950 to 2015
 Rent Range for Subject Property Type \$3.00 to \$12.00 / square foot

Adjacent Property Use

The subject property has a residential uses on all sides, with properties to the west generally being more agricultural in nature.

Location Map



Property Description

General Site Information		
Address	City of Polk City, 9835 North State Road 33, Polk City, Polk County, FL, 33868	
Current Owner	According to the Polk County Property Assessor's Office, the current owner of record is Irvin and Joyce Bryant.	
Assessor's Parcel Number	25-26-31-000000-032010, 25-26-31-000000-041010	
Physical Characteristics of the Site		
General Location	The subject site is located just west of the city limits of Polk City in an area of traditional residential and rural residential uses.	
Frontage/Access	The subject property has average access with frontage as follows: <ul style="list-style-type: none"> • State Road 33 North: 2,098 feet The site has an average depth of 790 feet. It is not a corner lot.	
Site Size	<i>Total:</i> 17.23 acres; 750,539 square feet <i>Usable:</i> 6.00 acres; 261,360 square feet The subject site contains 17.23 gross acres of land. However, according to the National Wetlands Inventory database, all but 6.0 acres are unusable wetlands.	
Shape of Tract	The site is irregularly shaped	
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.	
Utilities to Site	Water	Drilled well
	Sewer	On site septic system (2)
	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 AE, which is classified as a flood hazard area. FEMA Map Number: 12105C0190F FEMA Map Date: December 20, 2000 The entire subject site is located within a flood prone area.	
Wetlands/Watershed	According to the National Wetlands Inventory database, 12.23 acres of the subject site are potential wetlands areas, and unsuitable for development of any type. In this analysis, only the 6.0 uplands acres have been considered.	

Soil Conditions	The soil conditions observed at the subject appear to be typical of the region and adequate to support development.
Economic Factors Affecting the Site	
Census Tract	116.05
Zoning/Land Use	The property has a Zoning/Land Use designation of --, Commercial/Public Works by City of Polk City.
Overall Site Analysis	<p>The subject property contains a total of 17.23 acres in two legal parcels. Based on the GIS information and the National Wetlands Inventory database, only 6.00 acres of land located along the eastern property line is usable. The remainder is wetlands area and heavily treed and has received no value contribution.</p> <p>The site has average access off of State Road 33 North, just west of the city limits of the City of Polk City. Per the instructions of the City Manager, the subject is to be valued as if annexed into the city limits, with a zoning/land use designation suitable for public works, and allowing all improvements to be legal, conforming structures. The current RS land use allows the structures as accessory uses to the existing residence on the site, but does not allow commercial use of the improvements.</p>

Aerial Map



Wetlands Map



Flood Map



IMPROVEMENTS DESCRIPTION	
Property Name:	City of Polk City
Property Type:	Industrial
Overview:	The subject is a mixed use property, consisting of an office/service garage, a pole barn and a single family residence, located on six (6.0) usable acres just west of Polk City.

GENERAL - BRYANT POLK CITY PROPERTY		
Building Identification:	Bryant Polk City Property	
Building Description:	Mixed use	
Building Class:	C	
Construction:	Concrete block and frame	
Construction Quality:	Fair	
Year Built:	1981	
Renovations:	New roof in 2015	
Effective Age:	10 years	
Remaining Useful Life:	40 years	
Condition:	Average	
Appeal/Appearance:	Average	
Areas, Ratios & Numbers:	Number of Stories:	1
	Gross Building Area:	9,832
	Gross Leasable Area:	9,832
	Rentable Area:	9,832
	Number of Units:	3
Land to Building Ratio:	76.34:1	

FOUNDATION, FRAME & EXTERIOR - BRYANT POLK CITY PROPERTY	
Foundation:	Poured concrete slab
Exterior:	Concrete Block (service garage); Frame (residence)
Windows:	Single-hung
Roof/Cover:	Arched / Metal (service garage and barn); Fiberglass (residence)
Service Access/ Overhead Doors:	The building is served by 2 overhead doors

INTERIOR - BRYANT POLK CITY PROPERTY	
Interior Layout:	Service garage, residence and storage
Floor Cover:	Vinyl/Carpet in service garage; Laminate in residence
Walls:	Drywall and paneling
Ceilings & Ceiling Height:	Drywall
Lighting:	A mix of fluorescent and incandescent lighting.
Restrooms:	Adequate

MECHANICAL SYSTEMS - BRYANT POLK CITY PROPERTY		
Heating:		Central (service garage); Wall (residence)
Cooling:		Central (service garage); Wall (residence)
Electrical:		Adequate
Plumbing Condition:		Average
Sprinkler:		None
Comments, Bryant Polk City Property:		The mechanical systems appear to be in operating condition.

SITE IMPROVEMENTS		
Street Lights:		None
Sidewalks:		None
Curb/Gutter:		None
Landscaping:		The subject has average landscaping.
Parking Type		Open, unpaved

PROPERTY ANALYSIS		
Design & Functional Utility:		Mixed use building – average
Deferred Maintenance:		None noted

Comments: The subject property contains three buildings with value contribution. The main building is a concrete block service garage building containing 3,114 square feet of gross building area. This is an 18' high building with approximately 618 square feet (20%) of air conditioned area, consisting of an office, sitting/living room, bedroom and bath. Another bath is accessible through the service area, as are three storage rooms and a shower room. The main service area consists of two bays, designed for semi-trucks, with two doors. There is also a covered loading dock (219 sf) on the end of the building, with another storage room. This building has a metal roof on wood trusses. The only finished area is the air conditioned portion, with central heat and air conditioning. This area has paneled walls, with carpet and vinyl floor coverings. A mezzanine storage area is over the finished portion of the building, containing approximately 858 square feet. The building is in overall average condition with a new roof and air conditioning recently installed.

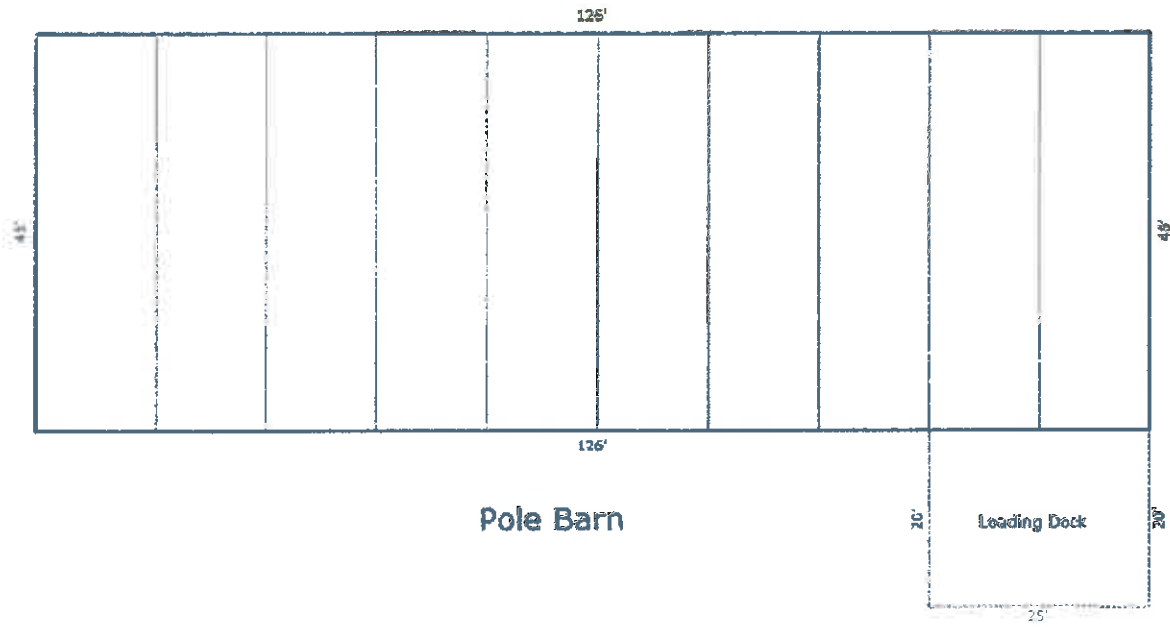
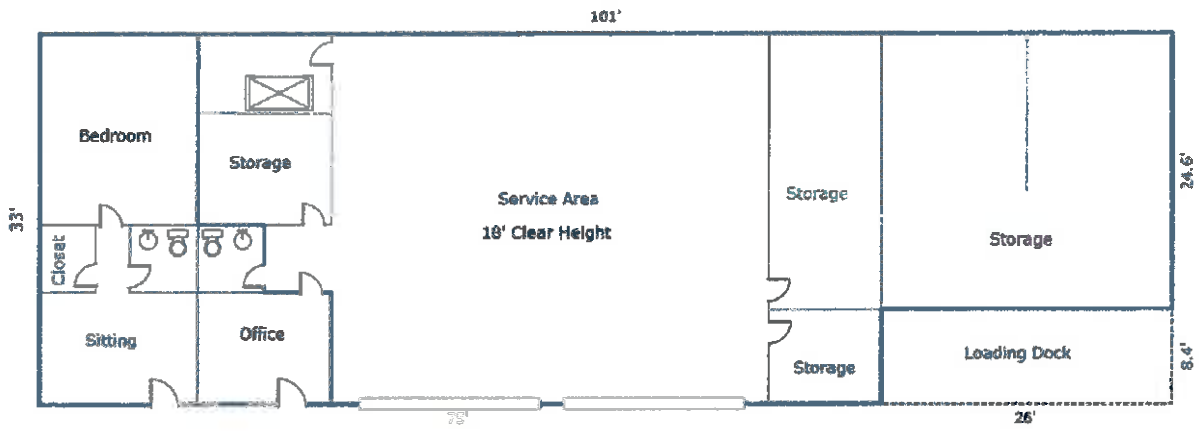
Adjacent to the service garage building is a 10-bay pole barn structure. This building contains 5,670 square feet of building area and is constructed of 8x8 posts, with wood trusses and a metal roof. The entire structure has a 6' concrete floor, with 4' apron on each end. The structure has no walls, but there is 220v service. The two southern bays have a ramped loading dock area containing 500 square feet. This structure was constructed in 1981 and is in overall average condition with a new roof.

The final building is a frame residence constructed in 1981. The home contains 1,048 square feet of gross living area with a kitchen, family room, two bedrooms and a bath. Interior finishes consist of laminate

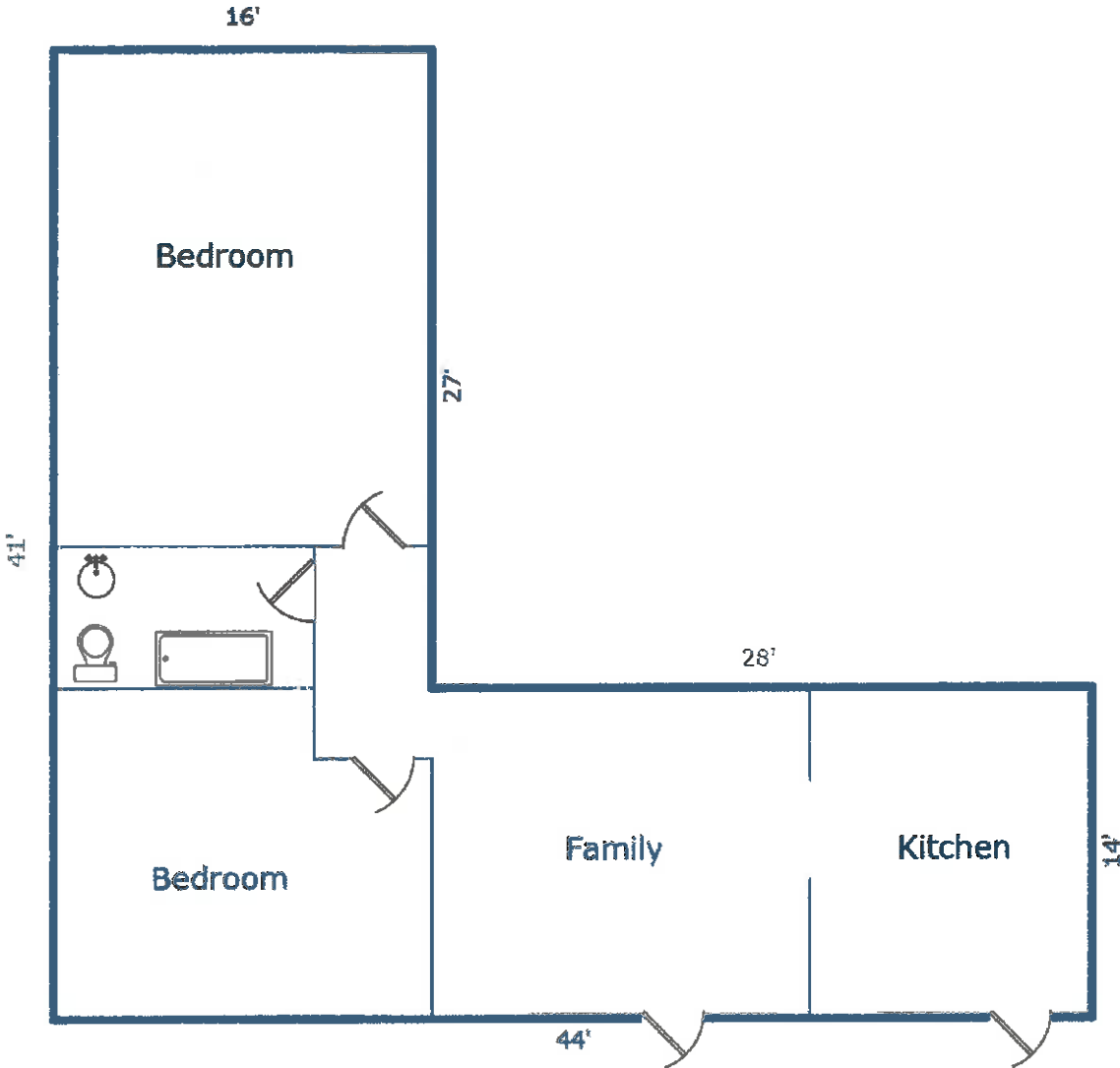
floor coverings, drywall ceiling, paneled walls and three wall air conditioning units. The building was reported to be in overall average condition; however the interior could not be accessed during the site visit. This structure could be used as a residence or converted for office use. There are two dog pens on the rear of the property which have been given no contributory value.

For the purposes of this analysis, the service garage building, pole barn and residence have been included in gross building area, for a total of 9,832 square feet. The finished (A/C) ratio is 17%. The lack of walls on the pole barn will be considered under building quality, but walls could easily be installed for an enclosed structure. The mezzanine and two loading docks are considered additional amenities.

Building Sketch



Building Sketch



Subject Photographs



Office/Service Garage Building



Pole Barn



Residence



Wetlands Area



Interior of Office/Service Garage



Interior of Office/Service Garage



Interior of Office/Service Garage



Interior of Office/Service Garage



Interior of Office/Service Garage



Interior of Service Garage



Interior of Service Garage



Service Garage Building with Pole Barn/Loading Dock



Entrance to Property



View from State Road 33 N



State Road 33 N – Looking West



State Road 33 N – Looking East

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, which has a 2015 tax rate of \$15.1521 per \$1,000 of assessed value. 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
25-26-31-000000-032010	\$3,408	\$0	\$0	\$3,408	\$3,408	\$15.1521	\$0	\$51.64
25-26-31-000000-041010	\$26,268	\$72,010	\$23,046	\$121,324	\$121,324	\$15.1521	\$538	\$2,376.31
Totals	\$29,676	\$72,010	\$23,046	\$124,732	\$124,732		\$538	\$2,427.95

Comments

According to the Polk County Tax Collector's website, there are no delinquent taxes on this property.

Zoning/Land Use

ZONING/LAND USE

City of Polk City

Hypothetical, Commercial/Public Works

Purpose of the District:

Per the instructions of the City Manager, the subject is to be valued as if annexed into the city limits, with a zoning/land use designation suitable for public works, and allowing all improvements to be legal, conforming structures.

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 Appraisal Institute, 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 locatedit 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

Legal Permissibility	
Zoning/Land Use:	Hypothetical - Commercial/Public Works (City of Polk City)
Based on the allowable and conditional uses, what are the most probable uses of the property?	Service garage and maintenance facility
Physical Possibility	
Size (Acres / SF)	17.23 / 750,539
Shape	The site is irregularly shaped
Access	Average
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.
Financial Feasibility	
What is the health of the current market?	Stabilizing from recent recession.
Is there reasonable demand for additional product in the marketplace?	Not at this time.
Conclusion:	The local market has not fully recovered from the recession of 2008 and 2009, and new development in the area is not prevalent.
Maximum Productivity	
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 hold for future commercial development (under hypothetical land use).
Highest and Best Use as Vacant Conclusion	Hold for future commercial development (under hypothetical land use).

Highest and Best Use As Improved

Legal Permissibility	
Do the current/proposed improvements conform to the Commercial/Public Works Land Use designation?	Improvements are legally permissible under the current land use designation.
Is conversion to a more intense use possible?	No
If so, will this change positively affect the value of the subject property?	N/A
Conclusion:	The existing improvements are legal on the subject site, under the hypothetical land use of commercial/public works.
Physical Possibility	
Improvement Type:	Industrial
Improvement Size (SF / Units):	9,832 / 3
Quality of Construction:	Concrete block and frame, Fair
Overall Condition:	Average
Other Considerations (parking, etc.):	Large land area.
Are reasonable alterations/renovations to the existing improvements physically possible?	Yes
Conclusion:	The pole barn structure could be enclosed with the addition of walls and doors, for a quality storage warehouse building. The existing 8x8 construction, metal roof, 6-inch thick concrete slab and 220v electrical system are components of an enclosed structure.
Financial Feasibility	
Is there a demand for the subject improvements in the market?	Yes
Do the existing improvements continue to provide value above the value of the vacant land less demolition costs?	Yes
Would reasonable alterations/renovations positively affect the value of the subject property above the cost of these renovations?	No
Conclusion:	The existing improvements provide value above the vacant land.
Maximum Productivity	
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 continued service garage/office use.
Highest and Best Use as Improved Conclusion	Continued service garage/office 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 the client and appraiser agreed that this approach is not necessary for a credible value opinion.

A **sales comparison analysis** was considered and was 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 although the subject is an income generating property, the appraiser and client have agreed that the income approach is not required for a credible value opinion.

The subject is a mixed use property, consisting of an office/service garage, a pole barn and a single family residence, located on six (6.0) usable acres just west of Polk City. In this instance, the Sales Comparison Approach has been the only approach utilized. The Cost Approach has not been utilized due to the economic obsolescence present in the current market. The Income Approach was not utilized as there is insufficient data to accurately estimate the market rent for each building type. Neither approach is required for a credible value opinion.

Sales Comparison Approach

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.

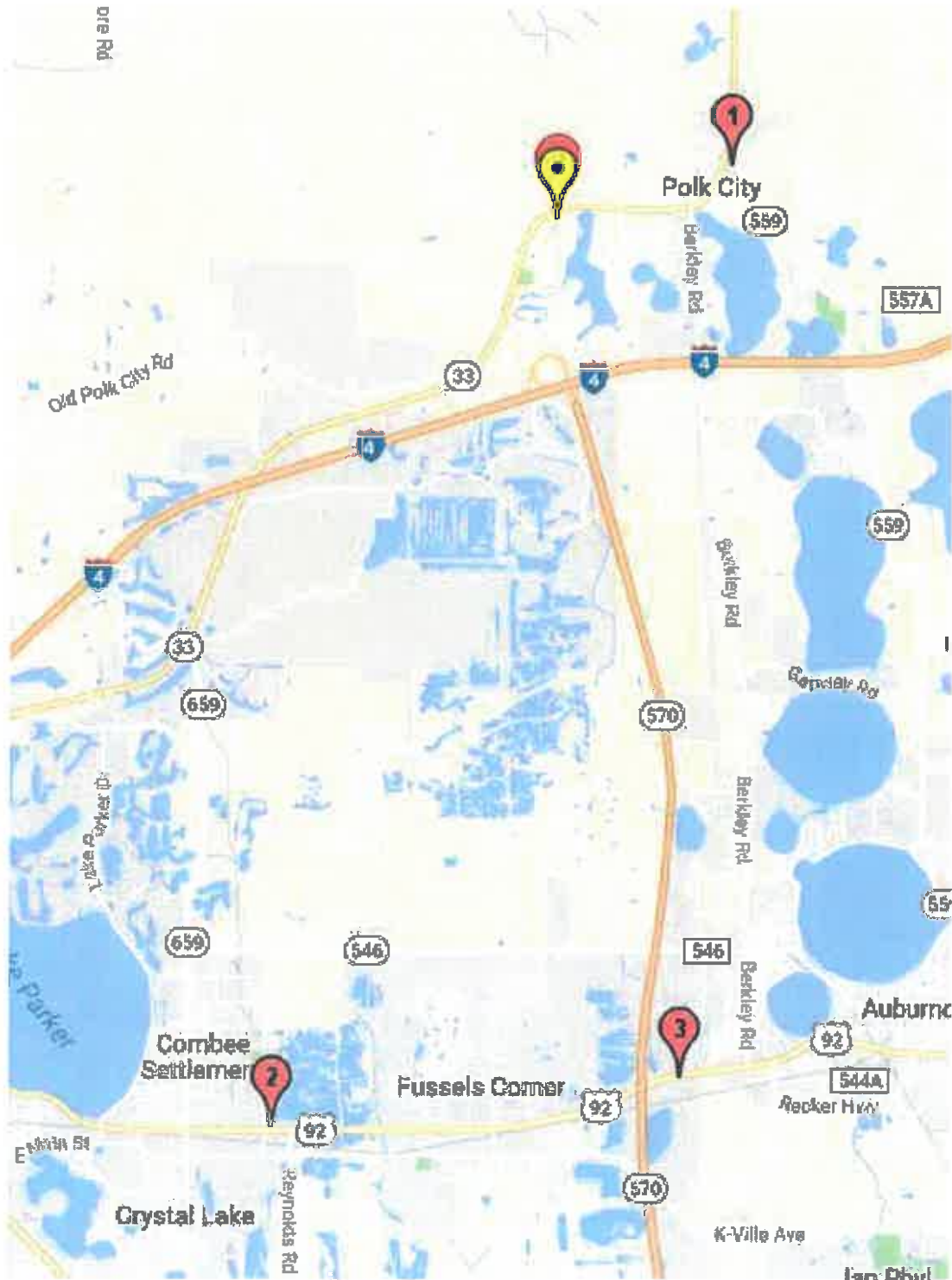
- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is 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.

Comparables

We have researched three comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction.

Comp Comp	Address City	Grantor Grantee	Price Date	Price Per SF GBA	Year Built Construction
Subject	9835 North State Road 33 Polk City	N/A N/A	N/A 8/1/2016	\$0.00 9,832	1981 CB/Steel
1	530 N. Commonwealth Ave Polk City	TTK, LLC Liberty Brothers Ventures, LLC	\$600,000 4/30/2015	\$31.13 19,275	2002 Steel
2	3340 US Highway 92 E Lakeland	Dennis Stewart Properties, LLC Trash Taxi Investments, LLC	\$850,000 9/22/2015	\$62.50 13,600	1976 Steel
3	1087 US Highway 92 W Auburndale	Ronald L.Gamble Sunburst Dream Homes, LLC	\$475,000 5/17/2016	\$48.79 9,736	1980 Steel/CB

Comparables Map



Improved Sale 1

Liberty Steel Building

Location Data

Location: 530 N. Commonwealth Ave, Polk City, FL
County: Polk
Parcel ID#: 252633-297600-001070

Physical Data

Type: Industrial - Warehouse
Land Area (Ac/SF): 3.9 / 168,141
Gross Bldg Area (SF): 19,275
Net Rentable Area (SF): 38,547
Number of Units: 1
Land to Bldg Ratio: 8.72:1
Year Built: 2002
No. of Stories: 1
Quality of Construction: Steel; Average
Property Condition: Average
Parking Type: Open asphalt



Sale Data

Sale Status: Closed Sale
Sales Date: April 30, 2015
Sales Price: \$600,000
Expenditures After Sale: \$0
Grantor: TTK, LLC
Grantee: Liberty Brothers Ventures, LLC
Deed Type: Warranty deed
Document #: 9415/293
Financing: Cash to Seller
Condition of Sale: Arm's length
Rights Conveyed: Fee Simple

Analysis

Sales Price/SF GBA: \$31.13
Confirmation Source: Public records, Employees on site
Confirmed By: JRP
Confirmation Date: August 1, 2016

Comments

This is the sale of a warehouse facility located in northern Polk City. The building improvements consist of a steel and concrete block warehouse building with 18' wall height, and constructed in 2002. The building contains 10,875 sf of building area, with 5,625 sf of that being unfinished warehouse area. There is 2,625 sf of finished office area on the first floor, with a 2,625 sf unfinished mezzanine above, which could easily be converted to finished space. Also included in the gross building calculations is an 8,400 sf open steel storage structure, with 24' height. This building has a concrete slab and electrical service, but no walls. Overall the building has a 14% air conditioned/office ratio. The building was reported by the onsite staff to be in average condition. Neither the buyer nor the seller could not be contacted for full verification, therefore partial verification was made with public records and employees onsite.

Improved Sale 2

Trash Taxi

Location Data

Location: 3340 US Highway 92 E,
Lakeland, FL
County: Polk
Parcel ID#: 242815-000000-
012020

Physical Data

Type: Industrial - Warehouse
Land Area (Ac/SF): 3.8 / 163,350
Gross Bldg Area (SF): 13,600
Net Rentable Area (SF): 13,600
Number of Units: 1
Land to Bldg Ratio: 12.01:1
Year Built: 1976
No. of Stories: 1
Quality of Construction: Steel; Good
Property Condition: Good
Parking Type: Open asphalt



Sale Data

Sale Status: Closed Sale
Sales Date: September 22, 2015
Sales Price: \$850,000
Expenditures After Sale: NA
Grantor: Dennis Stewart
Properties, LLC
Grantee: Trash Taxi Investments,
LLC
Deed Type: Warranty deed
Document #: 9640/53
Financing: Cash to Seller
Condition of Sale: Arm's length
Rights Conveyed: Fee Simple

Analysis

Sales Price/SF GBA: \$62.50
Confirmation Source: Sue Garretson, Rep. of
grantee
Confirmed By: JRP
Confirmation Date: August 1, 2016

Comments

This is the sale of an office/service garage property located on US Highway 92, east of Lakeland. The improvements contain 13,600 sf of gross building area, of which 3,200 sf is good quality office space. This is a steel structure with metal siding and a 20' wall height. Office finishes consist of quality drywall and ceramic tile. The legal site contains 7+ acres, but a portion is located in a lake. The usable site area is approximately 3.75 acres. The property was purchased by a commercial trash company for use as an operations center and service facility for their trucks. The property has a 24% finished ratio with an additional 1,800 sf storage mezzanine.

Improved Sale 3

Warehouse Flooring and Design

Location Data

Location: 1087 US Highway 92
W, Auburndale, FL
County: Polk
Parcel ID#: 252808-000000-
022050

Physical Data

Type: Office
Office/Warehouse
Land Area (Ac/SF): 1.1 / 45,738
Gross Bldg Area (SF): 9,736
Net Rentable Area (SF): 9,736
Number of Units: 3
Land to Bldg Ratio: 4.70:1
Year Built: 1980
No. of Stories: 1
Quality of Construction: Concrete block/Steel;
Average
Property Condition: Average
Parking Type: Open asphalt



Sale Data

Sale Status: Closed Sale
Sales Date: May 17, 2016
Sales Price: \$475,000
Expenditures After Sale: \$0
Grantor: Ronald L. Gamble
Grantee: Sunburst Dream
Homes, LLC
Deed Type: Warranty deed
Document #: 9831/25
Financing: Cash to Seller
Condition of Sale: Arm's length
Rights Conveyed: Fee Simple

Analysis

Sales Price/SF GBA: \$48.79
Confirmation Source: Michael, Rep. of grantee
Confirmed By: JRP
Confirmation Date: August 1, 2016

Comments

This is the sale of a retail warehouse building located on US Highway 92 West, near Auburndale. The facility consists of a 3,120 sf retail store used as a flooring showroom, attached to a 6,616 sf steel and concrete block warehouse structure. The steel warehouse building has a 16 foot wall height, while the smaller concrete block warehouse has a 12 foot height. The property was reportedly sold within family members, however the sales price was based on an impartial appraisal, and is considered to be a market prices. The building has a 32% finished ratio.

Analysis Grid

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

Below is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

Analysis Grid		Comp 1	Comp 2	Comp 3
Address	9835 North State Road	530 N. Commonwealth	3340 US Highway 92 E	1087 US Highway 92 W
City	Polk City	Polk City	Lakeland	Auburndale
State	FL	FL	FL	FL
Date	8/1/2016	4/30/2015	9/22/2015	5/17/2016
Price	N/A	\$600,000	\$850,000	\$475,000
GBA	9,832	19,275	13,600	9,736
GBA Unit Price	N/A	\$31.13	\$62.50	\$48.79
Transaction Adjustments				
Property Rights	Fee Simple	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%
Financing	Conventional	Cash to Seller 0.0%	Cash to Seller 0.0%	Cash to Seller 0.0%
Conditions of Sale	Cash	Arm's length 0.0%	Arm's length 0.0%	Arm's length 0.0%
Expenditures		\$0.00	\$0.00	\$0.00
Adjusted GBA Unit Price		\$31.13	\$62.50	\$48.79
Market Trends Through	8/1/2016 0.0%	0.0%	0.0%	0.0%
Adjusted GBA Unit Price		\$31.13	\$62.50	\$48.79
Location	SR 33 N, Polk City	Commonwealth, PC	US 92 E, Lakeland	US 92 W, Auburndale
% Adjustment		0%	-10%	-10%
\$ Adjustment		\$0.00	-\$6.25	-\$4.88
Quality	CB/Fr/Open - Fair	CB/Steel - Avg	Steel - Good	CB/Steel - Avg
% Adjustment		-10%	-20%	-10%
\$ Adjustment		-\$3.11	-\$12.50	-\$4.88
Condition	Average	Average	Good	Average
% Adjustment		0%	-10%	0%
\$ Adjustment		\$0.00	-\$6.25	\$0.00
GBA	9,832	19,275	13,600	9,736
% Adjustment		10%	5%	0%
\$ Adjustment		\$3.11	\$3.13	\$0.00
Land To Building Ratio	75.34	8.72	12.01	4.70
% Adjustment		10%	10%	10%
\$ Adjustment		\$3.11	\$6.25	\$4.88
Percent Office	17%	14%	24%	32%
% Adjustment		0%	-5%	-10%
\$ Adjustment		\$0.00	-\$3.13	-\$4.88
Amenities	Mezzanine, Docks	None	Mezzanine	None
% Adjustment		5%	0%	5%
\$ Adjustment		\$1.56	\$0.00	\$2.44
Adjusted GBA Unit Price		\$35.80	\$43.75	\$41.47
Net Adjustments		15.0%	-30.0%	-15.0%
Gross Adjustments		35.0%	60.0%	45.0%

Comparable Sale Adjustments

Expenditures Immediately After Sale

When applicable, sales have been adjusted for Expenditures Immediately After Sale for items of known costs. These items can include fill, offsite improvements and/or other items which the buyer planned for, in addition to the sales price. The expenditure has been converted to a price per acre or square foot in the adjustment grid.

Property Rights

The subject and all sales represent the Fee Simple interest, and no adjustments for property rights were required.

Financing

All sales sold with cash equivalent terms, and no adjustments for financing were required.

Conditions of Sale

All transactions are considered to be at arm's length, and no adjustments for conditions of sale were required.

Economic Trends

The economic downturn that began in 2006-2007 negatively affected all aspects of the real estate market, resulting in a sharp decline in values. This trend has slowed and most market segments have experienced clear signs of stabilization with evidence of growth in some areas. In an effort to establish measurable differences in market conditions, if any, we have held discussions with active market participants such as brokers and investors. This, when coupled with our own research and experience with historical market indicators such as changes in sale prices, lease rates and overall capitalization rates, affords us the ability to develop appropriate market conditions adjustments.

Location

The subject property is located on State Road 33 North, just west of the city limits of Polk City. This is an outlying residential and rural residential area. Sale #1 is located on Commonwealth Blvd (SR 33 N), in the northern area of Polk City. This is considered to be a similar location and no adjustments were required. Sales #2 and #3 are both located in established commercial corridors outside of Lakeland and Auburndale, respectively, and both required downward adjustments for location.

Quality

The subject property is a fair quality office/service garage, with quality pole barn and a single family residence. The facility is rated as fair quality due to no paint on the main building, the lack of walls on the pole barn, which could be converted to an average quality storage warehouse. Sales #1 and #3 were of average quality, and fully enclosed, while Sale #2 is of good quality, with a much superior quality office area. All sales required downward adjustments for quality of construction.

Condition

The subject improvements were constructed in 1981 and are in overall average condition, having had recent upgrades and ongoing maintenance. Sales #1 and #3 were reported to also be in average condition, and no adjustments were required. Sale #2 sold in good condition, and a downward adjustment was warranted.

GBA

The subject property contains 9,832 square feet of gross building area. Based on economies of scale, larger properties sell for less on a per square foot basis. Therefore, adjustments have been applied for sales which are deemed significantly larger or smaller than the subject property.

Land To Building Ratio

The subject has a land to building ratio of 76.34. All sales have smaller ratios, and upward adjustments have been required for each.

Percent Office

The subject property contains 17% of air conditioned/finished area. Adjustments have been applied to each sale for their respective finished ratios.

Amenities

In addition to the main building structures, the subject has a mezzanine area and two loading docks, one off of the service garage building and the other off of the pole barn. Sales #1 and #3 have no additional amenities and upward adjustments were required for both. Sale #2 has a large mezzanine area, which is considered similar to the subject's amenities.

Sales Comparison Approach Conclusion

The adjusted values per gba of the comparable properties range from \$35.80 to \$43.75; the average is \$40.34 per gba. All of the value indications have been considered, and in the final analysis, each comparable has been given weight in arriving at our final reconciled per gba value of \$40.00.

Based on the analysis detailed previously, as of August 1, 2016, we have reconciled to a sales comparison approach value of \$395,000.

Sales Comparison Approach Conclusion	
Indicated Value per GBA:	\$40.00
Subject Size:	9,832
Indicated Value:	\$393,280
Rounded:	\$395,000


Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion(s), as of August 1, 2016, subject to the Limiting Conditions and Assumptions of this appraisal, and the *Hypothetical land use designation of commercial/public works*.


Reconciled Value(s):	As Is (Hypothetical)
Value Conclusion(s)	\$395,000
Effective Date(s)	August 1, 2016
Property Rights	Fee Simple

Addenda

Appraisal Engagement Form

Lender/Client	Client Name	City of Polk City		
	FIN #			
	Client Contact	Patricia Jackson, City Manager	Ordered By	Patricia Jackson
	Address	123 Broadway Blvd SE		
	City, State, Zip	Polk City, FL 33868		
	Phone #	863-984-1375 xt 237	Fax #	
	Email Address	Patricia.jackson@mypolkcity.org		
Appraiser	 REAL ESTATE APPRAISERS, INC.		Post Office Box 334 1136 First Street South Winter Haven, Florida 33882-0334 (863) 294-2384; (863) 297-9781 fax Oswald P. Carrerou, SRA ozzie@arearealestate.com Jim Pruitt, Comm. Dept. Manager jim@arearealestate.com	
Subject Information	Order Date:	7/11/2016		
	Property Address:	9835 N State Road 33		
	City, State, Zip Code:	Polk City, FL 33868		
	Owner:	Irvin Bryant		
	Borrower:	City of Polk City		
	Property Contact:	Patricia Jackson, City Manager		
	Contact #:	863-294-1375 xt. 237		
	Property Type:	Industrial		
	Improvement Size (SF):	4,381		
	Land Size (Acres):	17.23		
Assessor's Parcel # (if any):	252631-000000-041010 & 032010			
Current Status of Improvements:	Existing			
Scope of the Appraisal				
Purpose	Value Condition:	As is		
	Value Type:	Market Value		
	Interest Appraised:	Fee Simple		
	Report Format:	Appraisal Report		
	Intended User:	City of Polk City		
Additional Info	Intended Use:	Negotiations for potential acquisition of the property		
	# of Copies Needed:	2 and PDF		
	Reports Needed by (date):	3 weeks from acceptance		
Additional Info	Fee:	\$2,200		
	Special Instructions:	Appraisal of land and buildings for possible acquisition by the City of Polk City.		

By signing this document, the Client agrees to the terms above, including the fee and all reasonable costs associated with the collection of said fee, if required. Additionally, the undersigned acknowledges that he/she has the authority to legally contract the services of A.R.E.A. Real Estate Appraisers, Inc. for this assignment.


7/12/16

 Signature Date
 Patricia R. Jackson, City Manager

 Printed Name Title



 Oswald P. Carrerou, President



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:

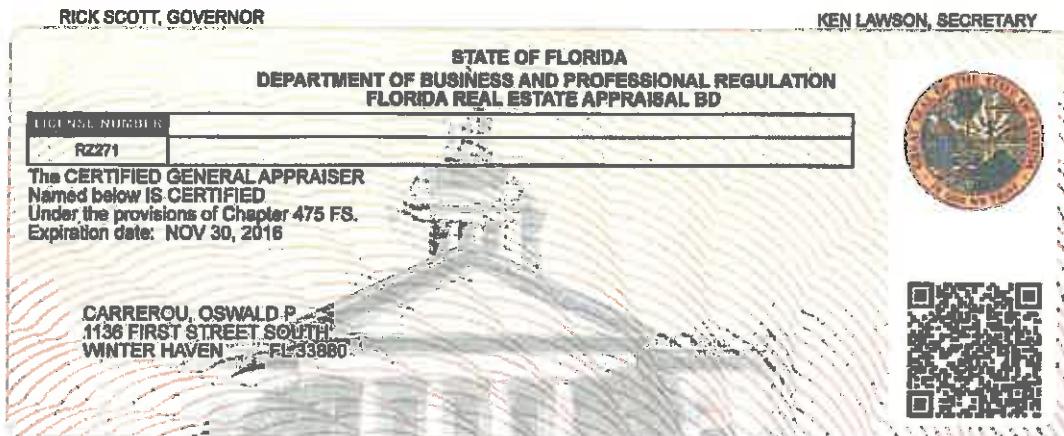
Luxury Hotels
Resort Motels
Free-Standing & Multi-Story Office Buildings
Professional Office Condominiums
Community & Neighborhood Shopping Centers
Free-Standing & Retail Strip Centers
Mobile Home and Recreational Vehicle Parks
Restaurants, Including Fast Food & Drive-Through
Service Stations, Service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





PROFESSIONAL QUALIFICATIONS and RESUME

JAMES R. PRUITT, JR.

MANAGER, COMMERCIAL APPRAISAL DEPARTMENT
A.R.E.A. REAL ESTATE APPRAISERS, INC.,
State-Certified General Real Estate Appraiser RZ2543 (Florida)
Certified General Real Property Appraiser 355398 (Georgia)

Mr. Pruitt is a native Floridian, born in Winter Haven, in 1972, and graduated from Winter Haven High School in 1990. He is the third generation of real estate professionals in the Central Florida area, and the first appraiser in the family. Since 1993, Mr. Pruitt has contracted primarily with A.R.E.A. Real Estate Appraisers, Inc., in Winter Haven, and now manages the commercial real estate appraisal department, under the company president, Oswald P. Carrerou. Mr. Pruitt is also the president of Palantir Inc., an appraisal, consulting and technology provider with emphasis on real estate.

REAL ESTATE/APPRaisal EXPERIENCE

2010-Present

Palantir Inc.; Winter Haven, Florida; *President*

1998-Present

A.R.E.A. Real Estate Appraisers, Inc.; Winter Haven, Florida; *Commercial Appraisal Department Manager/Fee Appraiser*

1993-1998

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

1992-1993

Race Realty, Inc.; Winter Haven, Florida; *Appraiser Research Assistant*

PROFESSIONAL RECOGNITION

State-Certified General Real Estate Appraiser RZ2543 (Florida)
State-Certified General Real Estate Appraiser 355398 (Georgia)

Qualified Expert Witness: Circuit Court of the Sixth Judicial Circuit, Pasco County, Florida
 Circuit Court of the Fifth Judicial Circuit, Lake County, Florida
 Circuit Court of the Fourth Judicial Circuit, Duval County, Florida

EDUCATIONAL/PROFESSIONAL CREDITS

Appraisal Institute Courses

Course 1A1/8-1, Real Estate Appraisal
Course 8-2, Residential Valuation
Standards of Professional Practice A
Subdivision Valuation
Small Hotel/Motel Valuation: Limited-Service Lodging
Analyzing Operating Expenses
Feasibility, Market Value, Investment Timing – Option Value

American Society of Appraisers Courses

RP401-Allocating Components In Going Concern Appraisals

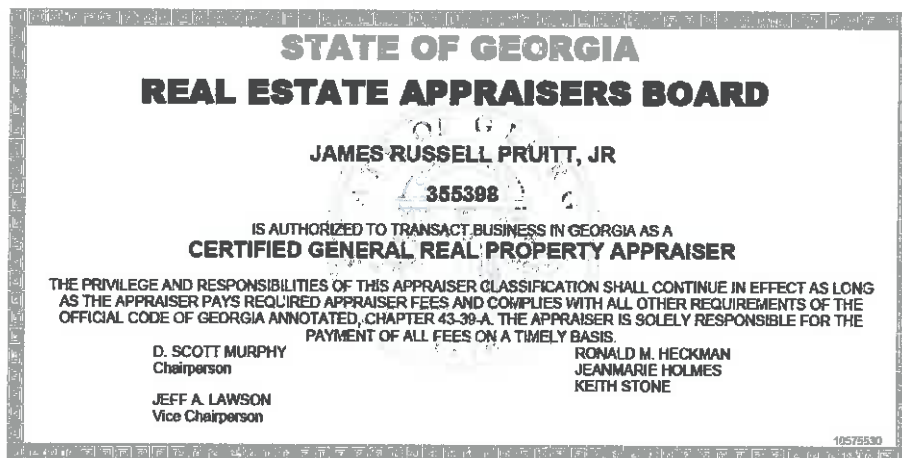
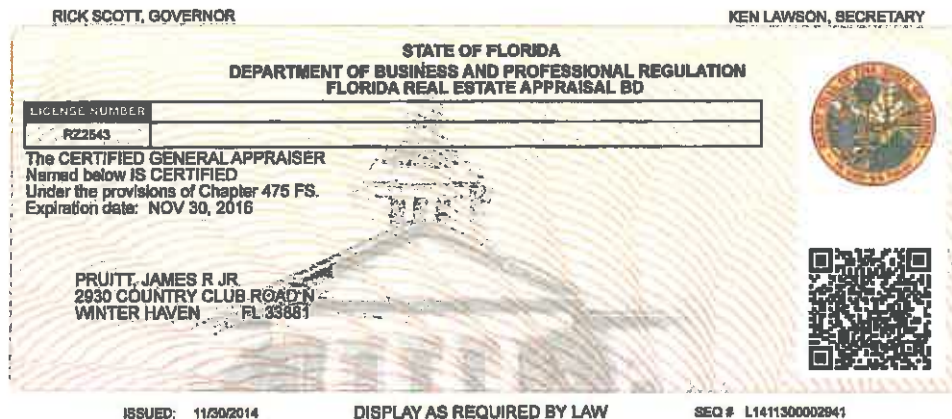
Other Appraisal Courses & Seminars

2016-2017 National USPAP
Ad Valorem Tax Consultation
Appraisal of Assisted Living Facilities
Appraisal of Land Subject to Ground Leases
Appraisal of Self-Storage Facilities
Appraisal Principles
Appraising and Analyzing Retail Shopping Centers for Mortgage Underwriting
Appraising FHA Today
Communicating the Appraisal
Course AB-II
Course AB-III
Essential Elements of Disclosures and Disclaimers

Florida Appraisal Laws and Regulations
Florida Supervisor/Trainee Roles and Relationships
From the Appraiser to the Underwriter
How to Appraise a Business
Introduction to Expert Witness Testimony
Neighborhood Analysis
Real Estate, Mortgages and the Law
Residential Subdivision Analysis
The Cost Approach
The Dirty Dozen
The Federal National Mortgage Association
The Sales Comparison Approach

TYPES OF PROPERTY APPRAISED

- RESIDENTIAL:** Single family homes; 2-4 family dwellings; Vacant residential land and platted lots; Condominiums; Condo-tel sites; Apartment complexes
- COMMERCIAL:** Office buildings (single and multi-tenant); Retail buildings (multiple uses); Office warehouse properties; Gas stations; Commercial land; Strip retail/office centers; Convenience stores; Day care centers; Religious facilities; Schools and Colleges; Automobile dealerships; Hotel/motels; Car wash facilities; Restaurants (sit-down, fast food and drive-in); Funeral homes; Medical office buildings; Mixed-use properties; Net Lease properties
- INDUSTRIAL:** Industrial Land; Warehouse properties; Distribution warehouses; Manufacturing complexes; Mini-warehouse storage complexes; Aircraft hangars and related properties; Cold storage facilities; Citrus canning facilities; Service garage facilities; Research facilities
- AGRICULTURAL:** Citrus groves; Blueberry farms; Pasture land; Egg farms; Dairy farms; Timberland; Tree farms; Nurseries; Ranchland; Reclaimed phosphate land; Mining land – including Sand mines, Clay mines and Limestone mines
- SPECIAL USE:** Market lease analysis; Value in use analysis; Leasehold estate analysis; Insurable value analysis; Amusement parks/Theme parks; Golf courses and Country Clubs; Easements; Homeowner's Association common areas; Stigmatized property valuations (sinkholes, mold/mildew, construction defects); Highest and Best Use analysis; Sewage treatment sites/spray fields
- DEVELOPMENTS:** Single family residential subdivisions (proposed, existing and remaining lots); Townhome/condominium subdivisions (proposed, existing and remaining units); Office, retail and business park subdivisions (proposed, existing and remaining lots); Manufactures/mobile home parks (proposed and existing)
- REVIEW:** Review of all of the above property types





Polk City City Commission Agenda Form

Meeting Date: February 20, 2017
Item Number: 3

SUBJECT: COMBINED PROJECTS IMPLEMENTATION AGREEMENT - PRWC

ATTACHMENT: Combined Projects Implementation Agreement

ISSUE: The City Commission will consider an Agreement for participation in Phase I of a Polk Regional Water Cooperative project.

SUMMARY: On March 21, 2016 Polk City entered into an Interlocal Agreement with Polk County and the other municipalities to establish the Polk Regional Water Cooperative (PRWC) to address the future water supply needs for the County as a "regional entity". On March 21, 2016 the City Commission appointed the Mayor as its primary member, and Vice Mayor as the alternate member to serve on the PRWC Board. Mayor LaCascia currently serves as the PRWC Board Member.

In 2015, utility directors, engineers, and technical staff began evaluations of the future water supply needs and to identify supply deficits on a twenty year horizon. The total 2035 deficit for the PRWC was identified as 46.52 million gallons per day (MGD). The Polk City deficit represented 1.68% of that total, or .78 MGD in 2035. Simultaneously, the technical team identified 205 possible non-traditional or alternative water supply projects. The projects were shortlisted to nine (9) based on regional benefits and meeting the 30 MGD yield target for cooperative funding from the Southwest Florida Water Management District (SWFWMD).

The PRWC Board voted to advance five of the projects as "Nominated Projects", and further advanced three of the five as "Candidate Projects". Those three projects include two that are Lower Floridan Aquifer deep well projects (West Polk Deep Wellfield In Lakeland, Southeast Wellfield near Frostproof) and the Peace Creek Integrated Water Supply Project In Winter Haven. These three projects are estimated to yield 50 MGD toward meeting the long-term water supply needs of the region (Polk County). Combined costs for the three Candidate Projects, if all were constructed is estimated at over \$617 million. The proposed Implementation Agreement includes all three projects as "Combined Projects".

On January 24, 2017 the PRWC Board voted to approve the proposed Implementation Agreement for **Phase I** of the combined three Candidate Projects and is estimated to take 5 years to complete. The scope of work included in Phase

I includes field testing, test wells, site evaluations, yield verification, conceptual and preliminary design including water quality and pressure, total project cost refinement, rate analysis, and which member utility will participate In Phase II (actual construction of one of the projects). Phase I is estimated at \$23 million with 50% (\$11.5 million) In matching SWFWMD cooperative funding. The balance (\$11.5 million) would be paid by the PRWC members adopting the proposed Combined Projects Implementation Agreement.

Polk City's cost share based on the same percentage of the identified water supply deficit (1.68%), including the SWFWMD funding is **\$192,944.50**. This is also contingent on all PRWC members participating in Phase I. The Combined Projects Implementation Agreement requires Phase I payment even if members withdraw during Phase I, or if the entity opts out of Phase II. The PRWC is seeking additional funding from the State, and will be looking at revolving fund loan programs, financial institutions and bond anticipation notes. The financing arrangement will determine at a later date and will define the total principal and interest payments from the City.

PRWC RECOMMENDATION:

PRWC Board voted to approve Agreement by unanimous vote (Mulberry absent) - January 24, 2017

STAFF RECOMMENDATION:

Approval of the Combined Projects Implementation Agreement

COMBINED PROJECTS IMPLEMENTATION AGREEMENT

THIS PROJECT IMPLEMENTATION AGREEMENT (the "Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative ("Cooperative"), whose address is 330 W. Church Street, Bartow, FL 33830 and the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Bartow whose address is P.O. Box 1069, Bartow, FL 33831, the City of Davenport whose address is P.O. Box 125, Davenport, FL 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, FL 33839, the City of Fort Meade whose address is P.O. Box 856, Fort Meade, FL 33841, the City of Frostproof whose address is P.O. Box 308, Frostproof, FL 33843, the City of Haines City whose address is 620 E. Main Street, Haines City, FL 33844, the City of Lake Alfred whose address is 120 E Pomelo Street, Lake Alfred, FL 33850, the City of Lakeland whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, FL 33859, the City of Mulberry whose address is P.O. Box 707, Mulberry, FL 33860, the City of Polk City whose address is 123 Broadway Blvd SE, Polk City, FL 33868, the City of Winter Haven whose address is P.O. Box 2277, Winter Haven, FL 33883, the Town of Dundee whose address is P.O. Box 1000, Dundee, FL 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, FL 33851 and Polk County ("Polk County"), a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, individually also referred to as a "Party" and collectively referred to as the "Parties."

THE PURPOSE of this Agreement is to implement the Combined Projects, all of which are Approved Water Projects of the Cooperative, pursuant to the Interlocal Agreement Relating to the Establishment of the Polk Regional Water Cooperative ("Interlocal Agreement") and Sections 163.01 and 373.713, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged and the Parties hereby agree, stipulate and covenant as follows:

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings, unless the context clearly requires otherwise:

“Agreement” means this Combined Projects Implementation Agreement, as may be amended or restated from time to time.

“Alternative Water Supply” or **“AWS”** shall have the same meaning as in the Interlocal Agreement.

“Approved Water Project” shall have the same meaning as in the Interlocal Agreement.

“Base Rate Charge” means for any Fiscal Year, that component of the Water Charge computed according to Section 11.3.1.

“Board of Directors” shall have the same meaning as in the Interlocal Agreement.

“Capital Cost” means fixed, one-time expenses incurred for the acquisition of real property, tangible property and intangible property, the construction of tangible personal property and other expenditures required for the production of water and other goods or the rendering of services in connection with the Project.

“Capital Replacement and Renewal Cost” means all costs incurred by the Cooperative for the ordinary renewal, replacement, upgrade and improvement of the Project, which are not paid from the proceeds of any Obligation.

“Combined Projects” means the West Polk County Lower Floridan Aquifer Wellfield, Southeast Wellfield and Peace Creek Integrated Water Supply Project.

“Combined Projects Administrator” means the person and/or alternate designated by the appropriate Cooperative Project Board pursuant to Section 7.2 to manage the Cooperative’s responsibilities under this Agreement

“Combined Projects Participants” means all the Parties, other than the Cooperative, who have executed this Agreement for the purpose of implementing Phase 1 of the Agreement.

“Cooperative” shall have the same meaning as in the Interlocal Agreement.

“Debt Service Cost” means the principal, redemption premium, if any, and interest due on Obligations and any recurring costs and expenses relating to Obligations, including but not limited to paying agent, registrar and escrow agent fees, credit enhancement fees and other charges, but only to the extent such cost and expenses are not otherwise reflected in the Capital Replacement and Renewal Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost.

“Director” shall have the same meaning as in the Interlocal Agreement.

“District” means the Southwest Florida Water Management District.

“Effective Date” means the date the Agreement takes legal effect as specified in Section 6.1.

“Financing Documents” shall have the same meaning as in the Interlocal Agreement.

“Fiscal Year” means a twelve (12) month period which commences on October 1 of each year and ends on the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the Cooperative.

“Fixed Operation and Maintenance Cost” means all Operation and Maintenance Cost other than Variable Operation and Maintenance Cost.

“Force Majeure Event” means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform the obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as an earthquake, flood earth movement, or similar catastrophic event; (b) an act of public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Project Permits or essential materials after diligent and timely efforts; or (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date.

“Interlocal Agreement” means that Interlocal Agreement creating the Cooperative, within an effective date of June 1, 2016, including any amendments and supplements thereto.

“Meters” mean those certain water meters and appurtenant recording and transmitting devices to be installed and owned by the Cooperative, as required by Section 10, which are used to measure and bill the quantity of water being delivered to each Project Participant.

“Obligation” shall have the same meaning as in the Interlocal Agreement.

“Operation and Maintenance Cost” means any and all costs incurred by the Cooperative in operating, maintaining and administering the Project, related operation, maintenance, management, security and development of the Project; labor and labor overhead cost; cost associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of the Project; any cost of litigation or legal judgment against the Cooperative relating to the Project; cost of purchasing any water related

to the Project; development expenses relating to expansion of the Project; all costs incurred in planning or applying for, obtaining, maintaining and defending Project Permits, which are not paid under Phase 1 of the Project, do not constitute a Capital Cost, Capital Replacement and Renewal Cost and are not payable from the proceeds of any Obligation; administrative, accounting, legal and engineering expenses related to the Project; ordinary and current rentals of equipment or other property related to the Project; refunds of moneys lawfully due to others, pension, retirement, health and hospitalization funds related to the Project; payments in lieu of taxes and impact fees, if applicable, and administrative costs incurred by the Cooperative for management of the Project.

“Parties” mean the Cooperative, the City of Auburndale, the City of Bartow, the City of Davenport, the Town of Dundee, the City of Eagle Lake, the City of Fort Meade, the City of Frostproof, the City of Haines City, the City of Lake Alfred, the Town of Lake Hamilton, the City of Lake Wales, the City of Lakeland, the City of Mulberry, the City of Polk City, the City of Winter Haven and Polk County.

“Peace Creek Integrated Water Supply Project” means an integrated water supply program and facilities to be implemented in the headwaters of the Peace River system.

“Phase 1 Requirements” means those items identified in Section 8.2.

“Points of Connection” means points where a Project connects to the water supply system of a Project Participant..

“Project” means one, two or all three of the Combined Projects, as determined when Phase 2 is implemented.

“Project Board(s)” shall have the same meaning as in the Interlocal Agreement. For Phase 1, the make-up of the Project Board will be based on the Combined Projects Participants.

For Phase 2, the make-up of the Project Board will be based on the Project Participants for the selected Project.

“Project Manager” means the person or alternate(s) designated by the Cooperative pursuant to Section 7.3 to manage the Cooperative’s responsibilities under this Agreement with respect to each of the three Projects. The Cooperative may appoint the Combined Project Administrator as one or more of the Project Managers.

“Project Participants” means those Parties, other than the Cooperative, who have executed this Agreement for the purpose of implementing Phase 2 of the Agreement, which includes development and operation of a Project and receipt of Project Water Service from the Cooperative.

“Project Permits” means all permits, licenses or other third party approvals necessary or convenient for the acquisition, construction, management or operation of the Combined Projects, except for those permits, licenses or other third party approvals requiring final design.

“Project Phasing and Funding Plan” means a written plan describing construction phasing and funding for each of the Combined Projects. The plan shall identify a Water Allocation for each Project Participant for each phase of the plan. This plan shall be developed in Phase 1 and approved in Phase 2, as specified in Section 8.

“Project Preliminary Design Report” means one or more written reports setting forth the general design and implementation of probable costs for each of the Combined Projects, including any amendments.

“Project Preliminary Rate Analysis” means one or more written reports setting forth an estimate of the Water Charge for each phase of each of the Combined Projects identified in the Project Phasing and Funding Plan.

“Project Representative” means the person or alternate designated by each Combined Projects Participant to work with a Project Manager regarding the management and implementation of a Project with regards to Phase 1 and the person or alternate designated by each Project Participant to work with the Project Manager regarding the management and implementation of a Project with regards to Phase 2.

“Project Water” means the finished water produced by the Project to meet the potable water demands of the Project Participants.

“Project Water Estimate” means the document submitted by each Project Participant to the Cooperative detailing the quantity of Project Water on an annual average daily flow basis, it wishes to receive during the upcoming Fiscal Year, as specified in Section 9.1.

“Project Water Service” means the delivery of Project Water by the Cooperative to the Points of Connection for use by the Project Participants.

“Project Yield” means the total quantity of Project Water that each of the Combined Projects can reasonably be expected to produce for Project Water Service to the Project Participants, which can be expressed in terms of maximum and average outputs.

“PSI” means pounds per square inch.

“Quorum” shall have the same meaning as in the Interlocal Agreement.

“Scope of Work” means the activities authorized under this Agreement, as specified in Section 8.2.

“Southeast Wellfield” means a new Lower Floridan aquifer public water supply wellfield to be located in southeast Polk County.

“Total Estimated Cost” or **“TEC”** means the total estimated cost required to complete the Scope of Work.

“Variable Operation and Maintenance Cost” means all Operation and Maintenance Cost that change in direct proportion to changes in the volume of water produced by the Project, including, but not limited to, power, chemical and water purchases.

“Water Allocation” means the quantity of Project Water allotted for use by each Project Participant for each phase of the Project, as set forth in the then current Project Phasing and Funding Plan approved pursuant to Section 8.8.

“Water Charge” means for any Fiscal Year, the charge established by the Cooperative pursuant to Section 11 for providing Project Water Service to the Project Participants. This charge is comprised of the Base Rate Charge and the Water Use Charge.

“Water Use Charge” means for any Fiscal Year that component of the Water Charge computed according to Section 11.3.2.

“Weighted Vote Method” shall have the same meaning as in the Interlocal Agreement, except that during Phase 1, each Director shall be assigned a vote in proportion to its cost share percentage, as reflected in the Cost Share Table contained in Section 8.5.1.

“West Polk County Lower Floridan Aquifer Wellfield” means a new Lower Floridan aquifer public water supply wellfield to be located in west Polk County.

2. GENERAL BACKGROUND OF THE PROJECT.

2.1 Peace Creek Integrated Water Supply Project. This Project consists of an integrated water supply program and facilities that will focus on restoration of natural hydrology in the headwaters of the Peace River system to increase environmental benefits according the net benefit component of the Southern Water Use Caution Area rules and create a future AWS water supply. This program will employ green infrastructure design to store additional water so as to enhance and restore wetland areas, increase aquifer recharge and reduce existing and

potential impacts to water bodies with minimum flows and levels. As of the Effective Date, it is estimated this effort will create at least 10 MGD of water resource benefit, with an estimated construction cost for this Project is \$120,885,115 over a 35 year period.

2.2 Southeast Wellfield. This Project consist of a new Lower Floridan aquifer wellfield, a raw water transmission line, a new water treatment plant, concentrate disposal well(s) and finished water transmission lines to the Project Participants. A groundwater withdrawal of 37.5 MGD has already been permitted by the South Florida Water Management District under a 40-year permit. The Project is proposed to be built in three phases, with 10-, 20-, and 30-MGD finished water construction phases. As of the Effective Date, the estimated construction cost for this Project is \$352,385,000 over a 35 year period.

2.3 West Polk County Lower Floridan Aquifer Wellfield. This Project consists of a new Lower Floridan aquifer wellfield, a raw water transmission line, a new water treatment plant, concentrate disposal well(s) and finished water transmission lines to the Project Participants. As of the Effective Date, the estimated finished water yield for this Project is 15 MGD, with an estimated construction cost for this Project is \$166,754,000 over a 35-year period.

3. PURPOSE OF THE AGREEMENT.

3.1 Overall Agreement. This Agreement governs the overall development, implementation, funding and operation of the Combined Projects by the Parties.

3.2 Other Relevant Agreements. The Parties have entered into the Interlocal Agreement. In the event of a conflict between the Interlocal Agreement and this Agreement, the Interlocal Agreement shall control, except to the extent such conflict is waived by the Cooperative Board of Directors according to the terms of the Interlocal Agreement.

3.3 Other Agreements Not Affected by this Agreement. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally, nothing in this Agreement is intended to change any existing agreement between the District and any Party regarding the Project.

4. CONSTRUCTION. Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Agreement with initial capitals in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited applicability to the specific provision within such references are set forth, but instead refer to this Agreement taken as a whole. “Includes” or “including” shall not be deemed limited to the specific enumeration of items, but shall be deemed without limitation. The term “or” is not exclusive. The heading contained in this Agreement are solely for the convenience of the Parties. Accounting terms used but not defined herein have the meanings given to them under generally accepted accounting principles in the United States consistently applied throughout the specified period and in the immediately comparable period.

5. REPRESENTATION OF THE PARTIES. As of the Effective Date, each Party makes the following representations (no representation is made by any Party for another Party):

5.1 Status of the Parties. The Parties are each duly organized, validly existing and in good standing under the laws of the State of Florida and are each duly qualified and authorized to satisfy their responsibilities pursuant to this Agreement.

5.2 Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties: (1) has been duly authorized

by the governing authority of each of the Parties; (2) does not require any consent or referendum of the voters; and, (3) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon, the assets of the Parties under any agreement or instrument to which the Parties and their assets may be bound or affected, except as otherwise provided herein.

5.3 Validity of the Contract. This Agreement has been duly entered into and delivered by the Parties as of the Effective Date, constitutes a legal, valid and binding obligation of the Parties, fully enforceable in accordance with its terms, except to the extent that the enforceability of this Agreement may be limited by any applicable bankruptcy, moratorium, reorganization or other similar laws affecting creditor's rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

5.4 Pending Litigation. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending against any Party, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by any Party of their obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of the Agreement.

6. TERM AND TERMINATION.

6.1 Effective Date. This Agreement shall take effect on the date this Agreement is duly authorized and executed by all the Parties, which date shall be memorialized by the Cooperative and distributed to the other Parties.

6.2 Term. The term of this Agreement shall begin on the Effective Date and remain in effect, unless terminated as specified in Section 6.3 below.

6.3 Termination. This Agreement may only terminate upon the occurrence of one of the following events. In the event of termination, the Agreement will terminate on the last day of the Fiscal Year following the Fiscal Year in which the termination event occurs.

6.3.1 Inability to obtain cooperative funding for the TEC for Phase 1.

6.3.2 Expiration of Phase 1 of the Project without satisfaction of the Phase 1 Requirements, unless the Project Board votes to proceed with one or more of the Combined Projects despite the failure to satisfy one or more of these requirements.

6.3.3 Failure of the Parties to decide to proceed with implementation of Phase 2 for at least one Project within ten (10) years of the satisfactory completion of the Phase 1 Requirements, unless the Project Board votes to extend this ten (10) year time period.

6.3.4 Failure of the Parties to agree to a substitute provision for a key provision of the Agreement, as specified in Section 25.

6.3.5 Termination by written agreement of all the Parties.

7. PROJECT ADMINISTRATION.

7.1 Project Administration. The Cooperative shall have overall responsibility for implementing the terms of this Agreement. All the powers, privileges and duties vested in or imposed on the Cooperative with regards to implementation of the Project shall be exercised through the Project Board created for the Combined Project in Phase 1 and by the applicable Project Board for individual Projects in Phase 2; provided, however, that the exercise of any and all executive, administrative and ministerial powers regarding the Project may be delegated by the Project Board. All decisions of the Project Board shall be as specified in the Interlocal Agreement.

7.2 Combined Projects Administrator. No later than thirty (30) days from the Effective Date, the appropriate Cooperative Project Board shall provide in writing to the other Parties, the name, address, phone number, fax number and email address of its Combined Projects Administrator. The Combined Projects Administrator may be changed at any time by the appropriate Project Board immediately upon written notice to the other Parties. The Combined Projects Administrator shall act as the Cooperative's representative with regards to implementation and management of the Combined Projects and will coordinate the Project Managers appointed to manage individual Projects. Whenever an individual agrees to serve as the Combined Project Administrator there shall be uniform cost accounting of its expenses for purposes of reimbursement.

7.3 Project Manager. No later than thirty (30) days after the appointment of the Combined Project Administrator, the appropriate Cooperative Project Board will provide in writing to the other Parties, the name, address, phone number, fax number and email address of the Project Manager for each of the Combined Projects. The Project Manager(s) may be changed at any time by the appropriate Project Board immediately upon written notice to the other Parties. The Project Manager(s) will act as the Cooperative's representative with regards to implementation and management of each Project. The appropriate Cooperative Project Board may appoint the Combined Projects Administrator to act as one or more of the Project Managers. Whenever an individual agrees to serve as a Project Manager there shall be uniform cost accounting of its expenses for purposes of reimbursement.

7.4 Project Representative. No later than thirty (30) days from the Effective Date, each other Party to this Agreement shall provide in writing to the Cooperative and the other Parties, the name, address phone number, fax number and email address of its Project Repre-

sentative. Any Party may change its Project Representative at any time immediately upon written notice to all other Parties. The Combined Projects Manager and the Project Manager(s) will coordinate with the Project Representatives with regards to implementation and management of the Combined Projects and individual Projects.

8. PROJECT IMPLEMENTATION.

8.1 Implementing Project in Phases. The Parties agree to implement the Combined Projects in at least two phases. Phase 1 shall be implemented as described in Sections 8.2 through 8.7 and Phase 2 shall be implemented as described in Section 8.8 through 8.10.

PHASE 1 – PROJECT ASSESSMENT, PRELIMINARY DESIGN REPORT, PERMITTING, YIELD, PRELIMINARY RATE ESTIMATE AND PROJECT PHASING AND FUNDING

8.2 Phase 1 Requirements. Implementation of Phase I shall begin on the Effective Date and shall generally consist of implementing the Scope of Work. At a minimum, the Scope of Work shall include the following requirements with regard to each of the Combined Projects:

8.2.1 Description of the Projects.

8.2.2 Completion of all Project assessment work to determine Project Yield and support Project Permits and the Project Preliminary Rate Analysis.

8.2.3 Completion of a Project Preliminary Design Report.

8.2.4 Issuance of all applicable Project Permits.

8.2.5 Determination of a Project Yield.

8.2.6 Determination of potential Project Participants for each Project.

8.2.7 Completion of a Project Preliminary Rate Analysis.

8.2.8 Completion of a Project Phasing and Funding Plan.

8.3 Phase 1 Duration. The Cooperative shall have five (5) years from the Effective Date to complete the Phase 1 Requirements. This deadline may be extended by vote of the Project Board.

8.4 Phase 1 Administration. The Project Board created for the purpose of administering Phase 1 shall have the following rights and responsibilities with regards to Phase 1, which may be exercised through the Combined Projects Administrator in conjunction with the Project Manager(s), in addition to the rights and responsibilities granted to a Project Board under the Interlocal Agreement:

8.4.1 No later than one hundred and twenty (120) days from the Effective Date, shall prepare a solicitation for a technical consultant(s), which shall be consistent with the Scope of Work and the statutes and rules governing the procurement of consultants by the Cooperative and shall be completed and approved by the Project Board. Once the solicitation documents are approved by the Project Board, the Combined Project Administrator shall implement the procurement process according to the statutes and rules governing procurement by the Cooperative. The technical consultant(s) shall be selected by the Project Board. The Combined Project Administrator shall administer the contract(s) with the technical consultant(s) in conjunction with the Project Managers.

8.4.2 Defend any challenge or protest filed with regards to the procurement decisions made by the Cooperative pursuant to this Agreement, including retention of legal counsel to defend the action.

8.4.3 Prepare and execute contract(s) with technical consultant(s) selected by the Cooperative pursuant to Section 8.4.1 and any other professional(s).

8.4.4 Manage the activities of the technical consultant(s) and other professional(s) to assure that the contract requirements are met.

8.4.5 Manage the review of interim and final deliverables.

8.4.6 Coordinate regularly with the Combined Project Participants and the Project Representatives.

8.4.7 Receive and account for any Obligations, funds received from the Combined Project Participants and any other funds specified in Section 8.5.4.

8.4.8 Process and pay invoices from consultants and other professionals.

8.4.9 Propose amendments to the Scope of Work or TEC for review and approval by the Project Board.

8.4.10 Complete all Project assessment work to determine Project Yield and support any Project Permits and the Preliminary Project Rate Analysis.

8.4.11 Complete a Project Preliminary Design Report.

8.4.12 Submit or modify applications for Project Permits. Respond to request for additional information or clarification from regulatory agencies and provide information as needed to finalize the Project Permit applications and obtain the Project Permits.

8.4.13 Acquire real property interests, as necessary to obtain any Project Permit.

8.4.14 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the Scope of Work. The Combined Projects Administrator and/or the Project Manager(s) shall give the Project Representatives advance notice and the opportunity to attend any such meetings.

8.4.15 Negotiate the terms of any Project Permit or permit conditions with the regulatory agencies with input from the Project Representatives.

8.4.16 Defend any challenge or protest filed with regards to any Project Permit, including retention of legal counsel to defend the action.

8.4.17 Determine Project Yield, after issuance of the applicable Project Permits.

8.4.19 Complete a Preliminary Project Rate Analysis.

8.4.20 Complete a Project Phasing and Funding Plan, which includes Water Allocations for each Combined Project Participant from one or more Projects.

8.4.21 Undertake any other actions necessary or convenient for the implementation of Phase 1 of the Project.

8.5 Phase 1 Funding.

8.5.1 The TEC for the Scope of Work is Twenty-Three Million Dollars (\$23,000,000.00). Any Obligation issued by the Cooperative to fund the Scope of Work shall not exceed the TEC, unless the TEC is amended as set forth below. Each Combined Projects Participant shall pay the principal and interest and other costs associated with any Obligation(s) issued by the Cooperative, as limited by the TEC, as amended, to fund the Scope of Work, when they become due, according to its cost share as shown in the table set forth below. If the Cooperative does not issue any Obligation to fund the TEC, then each Combined Projects Participant shall pay its share of the cost of implementing the Scope of Work as limited by the TEC, as amended, as shown in the table set forth below, as those costs become due. While it is anticipated that there will be matching funds from SWFWMD for up to fifty percent (50%) of the eligible costs, this Cost Share Table reflects the cost share total dollars for Phase 1 and each Combined Project Par-

Participants cost share percentage and amount of the TEC totaling Twenty-Three Million Dollars (\$23,000,000.00), as follows:

COST SHARE TABLE

Combined Projects Participants	Cost Share Percent of Total (%)	Cost Share Total Dollars
Auburndale	7.08	1,627,661.00
Bartow	6.93	1,593,031.00
Davenport	0.92	212,734.00
Dundee	2.24	514,519.00
Eagle Lake	1.33	306,733.00
Fort Meade	0.56	128,630.00
Frostproof	0.41	93,999.00
Haines City	5.14	1,182,405.00
Lake Alfred	1.70	390,837.00
Lake Hamilton	0.04	9,895.00
Lake Wales	4.07	935,040.00
Lakeland	25.02	5,753,710.00
Mulberry	0.77	178,103.00
Polk City	1.68	385,889.00
Polk County	32.58	7,495,159.86
Winter Haven	9.53	2,191,654.12
Total	100.00	\$23,000,000.00

8.5.2 The TEC may only be amended by the Project Board.

8.5.3 All funds provided by the Combined Projects Participants to the Cooperative shall be utilized exclusively for payment of any costs incurred by the Cooperative in implementing the Scope of Work, as limited by the TEC, as amended.

8.5.4 The Cooperative may seek funding for the Scope of Work from any commercial, institutional, regional, state or federal revenue source, including, but not limited

to cooperative funding from water management districts. Any funds obtained by the Cooperative may be used to pay for an expansion of the Scope of Work in excess of the then applicable TEC or to proportionally reduce each Combined Projects Participant's cost share amount of the TEC, as determined by the Project Board.

8.5.5 Each Combined Project participant shall have the option to pre-pay its cost share of the TEC. For those Combined Project Participants, that did not elect to pre-pay its cost share of the TEC, the Cooperative shall invoice the Combined Projects Participant for its share of costs incurred in implementing the Scope of Work. Each Combined Project Participant shall make payments to the Cooperative within forty-five (45) days of receipt of the invoice. Any invoice that remains unpaid twenty-five (25) days following the due date shall be charged with and pay to the Cooperative interest on the amount unpaid from its due date until paid at a rate of eight (8%) annum, unless the timing of these payments is modified by the Project Board based on the exact structure of the debt repayment.

8.5.6 Each Combined Projects Participant shall pay its respective share of cost incurred by the Cooperative in implementing the Scope of Work. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Cooperative is undertaking the implementation of Phase I on the representation, warranties and covenants of the Combined Projects Participants to pay their portion of the costs incurred in implementing the Scope of Work in a timely manner.

8.5.7 The source of funds for payment of costs incurred by the Cooperative in implementing the Scope of Work shall be the water utility enterprise fund established by each Combined Projects Participant. Each Combined Projects Participant shall maintain an operation and maintenance account as part of its water utility enterprise fund throughout the duration

of Phase 1 of the Project. At all times during the duration of Phase 1 of the Project, a Combined Project Participant shall pay any invoice submitted by the Cooperative for work incurred in implementing the Scope of Work from its water utility system operation and maintenance account.

8.5.8 The Combined Projects Participants shall fix, revise, maintain and collect such fees, rates, tariffs, rentals, or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of any invoice submitted by the Cooperative for work incurred in implementing the Scope of Work.

8.5.9 The obligation of the Combined Projects Participants to pay any invoice submitted by the Cooperative for work incurred in implementing the Scope of Work does not constitute the general indebtedness of any Combined Projects Participant within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of the indebtedness that may be incurred by the Combined Projects Participants. Neither the Cooperative, nor the holder of any Obligations issued by the Cooperative to fund the Scope of Work nor any regional, state or federal agency providing cooperative funding for the Scope of Work shall have the right to require a Combined Projects Participant to exercise its ad valorem taxing power, if any, to pay their obligations and liabilities with regards to the Scope of Work or to compel payment from any source, other than as indicated in Section 8.5.7.

8.6 Completion of Phase 1 Requirements. Completion of the Phase I Requirements shall be separately determined by the appropriate Project Board for each of the Combined Projects. The Combined Projects Administrator shall notify the Combined Project Participants when the Phase I Requirements are successfully completed for one of the Combined Projects. Once the Phase I Requirements are successfully completed for a Project, that Project

and its associated Project Participants are then eligible to proceed to Phase 2. Thus, it is possible that the Phase 2 start date may differ for each of the Combined Projects.

8.7 Inability to Successfully Complete the Phase I Requirements Prior to the Expiration of Phase 1 of the Project. If the Cooperative is unable to successfully complete the Phase I Requirements for all the Combined Projects prior to the expiration of Phase 1, the Combined Projects Administrator shall notify the Combined Projects Participants in writing of such an event. Each Combined Project Participant shall respond in writing within ninety (90) days of receiving notice from the Cooperative stating whether or not it wishes to continue participating in Phase 1. Any Combined Projects Participant, who responds in writing to the Cooperative that it no longer wishes to participate in Phase 1 or any Combined Projects Participant, who fails to respond within this ninety (90) day period, shall be deemed to have withdrawn from the Agreement pursuant to Section 17. The remaining Combined Projects Participants shall convene a meeting with the Cooperative within one hundred and twenty (120) days of receiving notice from the Cooperative to determine whether it is still feasible to continue with Phase 1. Any decision to continue with the Combined Projects, as modified, shall be made by the Project Board. If no Combined Projects Participants remain after the initial ninety (90) day notice by the Cooperative or, if the Project Board is unable to decide to pursue the Combined Projects by unanimous written agreement within one hundred and eighty (180) days of receiving notice from the Cooperative, then the Agreement shall be deemed to terminate pursuant to Section 6.3.1.

PHASE 2 – PROJECT IMPLEMENTATION AND SALE OF PROJECT WATER TO PROJECT PARTICIPANTS

8.8 Decision to Implement Phase 2. Following the successful completion of the Phase 1 Requirements for a Project pursuant to Section 8.6 or a decision is made to proceed with a Project pursuant to Section 8.7, Phase 2 shall be implemented for that Project upon either

1) a written agreement by one or more Project Participants approved by their respective governing bodies to proceed with the Project; or 2) a written request by a Project Participant to the other Projects Participants associated with the specific Project to proceed with Phase 2 due to that Projects Participant's need for Project Water from that Project. If the Cooperative and the Projects Participants associated with the Project do not unanimously agree to implement Phase 2 in response to the request of one or more of the Projects Participants, then one or more other Projects Participants may offer to sell water from its water utility system to meet the needs, in whole or in part, of the requesting Project Participant. Any offer by one or more of the other Project Participants associated with the specific Project shall be made in writing and delivered to the requesting Projects Participant(s) not later than ninety (90) days after receiving the Project Participant's request. If an offer to sell water is acceptable to a requesting Projects Participant, then the sale and purchase of water shall be governed by a separate water supply contract between the offering and requesting Project Participants. If a separate water supply contract is entered into between the offering and requesting Projects Participants, then the requesting Project Participant's request to implement Phase 2 shall be deemed withdrawn, without prejudice to that Project Participant submitting a new request to implement Phase 2 with regards to the specific Project in the future. If at the conclusion of ninety (90) days, the requesting Project Participant does not enter into a water supply contract with the offering Project Participant, the approval to implement Phase 2 shall be deemed to have occurred and Phase 2 shall be implemented with respect to that specific Project upon approval of a written agreement by one or more Project Participants. This implementation process may occur until Phase 2 is implemented for all three Combined Projects If a decision is not made to implement Phase 2 for any of the Combined Projects within ten (10) years of the successful completion of Phase I Requirements for all three Projects, unless extend-

ed by vote of the Project Board, then this Agreement shall be deemed terminated pursuant to Section 6.3.3. If a decision is made to implement Phase 2 for one or two, but not all of the Combined Projects within ten (10) years of the successful completion of Phase I Requirements for all three Projects, then Phase 2 cannot be implemented for the remaining Projects under this Agreement.

8.9 Implementation of Phase 2. Once the decision is made to implement Phase 2 with regards to a specific Project, the Project Board composed of the Project Participants associated with that specific Project shall within one hundred eighty (180) days of that decision either approve the Project Phasing and Funding Plan prepared during Phase I for that specific Project or approve a modification of the Plan for that specific Project. The Project Phasing and Funding Plan approved by the Project Board for that specific Project shall include a Water Allocation for each Project Participant for each phase of the specific Project. The Cooperative shall be responsible for constructing the specific Project according to the approved Project Phasing and Funding Plan and supplying water to each Project Participant according to its specified Water Allocation, including, but not limited to issuing Obligations and/or seeking cooperative funding to pay for construction of each Project phase. The Project Board may modify and update the Project Phasing and Funding Plan from time to time, as necessary. Sections 9-13 shall separately take effect for each Project upon implementation of Phase 2 for that specific Project. These provisions will not take effect for any other of the Combined Projects nor impact Project Participants associated with those other Combined Projects, unless and until Phase 2 is implemented for the other Combined Projects.

8.10 Funding Construction of Phase 2. For each phase identified in the approved Project Phasing and Funding Plan, each Project Participant will be assigned a portion of

the Capital Cost necessary for construction of the Project associated with this phase according to the Water Allocation assigned to that Project Participant for that phase. Each Project Participant shall have the option to pay its portion of the Capital Cost or have the Cooperative issue an Obligation to pay for the Capital Cost. The entire payment of a Project Participant's portion of the Capital Cost shall be made to the Cooperative either at the time the Cooperative receives proceeds from any Obligation issued to pay the Capital Cost associated with the phase or upon reasonable notice by the Cooperative, no later than thirty (30) days prior to the first payment of the Capital Cost for construction of this phase, whichever comes first. In the event, one or more Project Participants elects not to pay its portion of the Capital Cost, the Cooperative may issue an Obligation to finance that Capital Cost.

9. PROJECT WATER SERVICE.

9.1 Delivery of Project Water Service. During each Fiscal Year, the Cooperative shall provide Project Water Service to the Project Participants, as follows:

9.1.1 Delivery of Project Water Estimates. Each Project Participant shall deliver to the Cooperative its Project Water Estimate for the upcoming Fiscal Year on or before June 1. The Project Water Estimate shall identify the quantity of Project Water, at an annual average daily rate, the Project Participant wishes the Cooperative to deliver to its Point of Connection during the upcoming Fiscal Year. A Project Water Estimate shall not require the Cooperative to provide Project Water Service in excess of the Project Participant's Water Allocation for the upcoming Fiscal Year, unless the Project Participant has received all or a portion of another Project Participant's Water Allocation for the upcoming Fiscal Year. Any transfer of Water Allocations shall be in writing and executed by both Project Participants and shall be included along with the Project Water Estimate submitted to the Cooperative by both Project Par-

Participants. The Cooperative shall send a written reminder to the Project Participants on or before May 1, if a Project Water Estimate has not been received from that Project Participant. If a Project Participant fails to deliver a Project Water Estimate to the Cooperative by June 1, then the Project Participant shall be deemed to not need any Project Water during the upcoming Fiscal Year and the Cooperative will not be under any obligation to provide Project Water Service to that Project Participant. Failure to submit a Project Water Estimate to the Cooperative by June 1 will not excuse the Project Participant from paying the Base Rate Charge portion of the Project Water Charge, unless the Project Participant has voluntarily transferred all of its Water Allocation to another Project Participant for the upcoming Fiscal Year under this Section 9.1.1 or the Project Participant has had all of its Water Allocation involuntarily transferred to another Project Participant under Section 9.1.2.

9.1.2 Involuntary Transfer of Unused Water Allocations and Modification of Delivery Schedules. In the event one or more Project Participant fails to request delivery of its complete Water Allocation in the Project Water Estimate provided to the Cooperative or does not voluntarily transfer all of its Water Allocation to another Project Participant under Section 9.1.1, then its unused Water Allocation will be available for involuntary transfer to the other Project Participants for use during the upcoming Fiscal Year. In that event, the total unused Water Allocation may be claimed by other Project Participants in order to increase their Project Water Estimate for the upcoming Fiscal Year. In the event two or more Project Participants wish to utilize a Project Participant's unused Water Allocation, the unused Water Allocation will be divided among those Project Participants in proportion to their respective Water Allocations for the upcoming Fiscal Year. The involuntary use of another Project Participant's Water Allocation shall be reflected by submission of a modified Project Water Estimate to the Co-

operative no later than July 1 by any Project Participants receiving the involuntary transfer of a Project Participant's unused Water Allocation.

9.2 System Operation. The Cooperative shall at all times maintain the Project in accordance with prudent utility practices. The Cooperative shall adopt an adequate budget to pay for all Operation and Maintenance Costs for the Project as required to provide Project Water Service, as set forth in this Agreement. The Cooperative shall provide sufficient personnel, with appropriate experience and credentials to undertake all regulatory requirements imposed with regards to the Project. If new regulatory requirements necessitate capital improvements, the Cooperative shall take all necessary actions to accomplish the same. The Cooperative shall be responsible for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through 1) material errors or omissions by its personnel or agents in the day-to-day operations of the Project; or, 2) the failure of the Cooperative to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Project Permit. The Cooperative shall maintain adequate catastrophic insurance on the Project on such terms and amounts as established by the Cooperative.

9.3 Water Quality. The Cooperative shall deliver Project Water to each Project Participant's Point of Connection: (1) that is stabilized and of good and uniform quality; (2) meets all applicable federal and state drinking water standards and regulations, including, but not limited to the standards set forth in Chapter 62-550, Florida Administrative Code, as may be amended or superseded from time to time; and (3) meets whatever disinfection and treatment techniques are developed during Phase 1.

9.4 Water Pressure. The Cooperative shall deliver Project Water to each Project Participant's Point of Connection at a pressure to be determined at a Point of Connection as developed during Phase 1.

9.5 Project Permits. The Cooperative shall obtain, renew, maintain and modify, if necessary, all Project Permits required for the operation and maintenance of the Project and to ensure that Project Water Service will be provided to the Project Participants under the terms of this Agreement.

9.6 Acquisition of Real Property. The Cooperative shall use its best efforts to acquire all interest in real and personal property (if any) necessary for expansion, construction, management and operation of the Project.

9.7 Compliance with the Law. The Cooperative shall comply with all laws, rules and regulations applicable to this Agreement and its obligations thereunder.

10. POINTS OF CONNECTIONS AND METERING FACILITIES.

10.1 Points of Connection. The Points of Connection and the location of the Meters used for the delivery of Project Water to the Project Participants will be identified when Phase 2 is implemented for that specific Project. The Cooperative and a Project Participant may, by mutual written agreement, more specifically identify or modify the Point of Connection or the location of the corresponding Meter. Any change in the Points of Connection or the location of the Meters shall be reflected in a map prepared by the Cooperative.

10.2 Installation and Maintenance of Meters. The quantity of Project Water delivered by the Cooperative to each Point of Connection shall be exclusively measured by a Meter. The Cooperative shall own, install, maintain and read each Meter. The type of Meter shall

be selected at the discretion of the Cooperative, subject to compliance with industry standards for similar Meters.

10.3 Inspection of Meters. Each Meter shall be inspected semi-annually and an inspection report shall be prepared at the conclusion of each inspection detailing the condition and accuracy of each Meter. Each inspection shall be performed by a representative of the manufacturer or other certified, competent entity agreeable to the Cooperative and the Project Participants and a copy of each inspection report shall be furnished to all Project Participants. Upon request of a Project Participant, the Cooperative shall make arrangements for a test of the Meter installed at the Project Participant's Point of Connection by an independent testing entity. The Cooperative shall be responsible for selecting and engaging the independent testing entity. All costs and expenses shall be borne by the Project Participant requesting the test, unless the Meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case, the cost and expense of the test shall be borne by the Cooperative and such cost may not be passed along to the Project Participant requesting the test, as part of the Water Charge.

10.4 Meter Inaccuracy. Should the Meter be determined to be inaccurate beyond the manufacturer's guaranteed range of accuracy, the Cooperative shall repair or replace the malfunctioning Meter at its earliest convenience, recognizing that time is of the essence. Additionally, the Meter shall be assumed to have been inaccurate since the last inspection or test and the following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the Project Participant for the metered flow for that period.

11. **WATER CHARGE.** For each Fiscal Year, the Project Participants shall pay the Cooperative the applicable Water Charge as follows:

11.1 **General.** The Water Charge shall be sufficient to pay the Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs as required to provide Project Water Service to the Project Participants for the upcoming Fiscal Year. The Water Charge shall consist of a Base Rate Charge and a Water Use Charge. With the exception of the Debt Service Component of the Base Rate Charge, the Water Charge shall be uniform for all Project Participants. The Water Charge shall be computed in the manner specified in Section 11.3 prior to the upcoming Fiscal Year and the Project Participants shall be notified of the Water Charge for the upcoming Fiscal Year in the manner provided in Section 11.2. The Water Charge shall be just, reasonable and equitable to all Project Participants and the Cooperative may not discriminate against any Project Participant, when establishing the Water Charge. Establishment of the Water Charge shall be made by the applicable Project Board and the Project Board's decision shall not be subject to supervision or regulation by any commission, board, bureau, agency, municipality, county or political subdivision of the State of Florida, provided however, the Water Charge must be established in strict compliance with this Agreement and the Cooperative's failure to properly establish the Water Charge may lead to the appointment of a receiver, as specified in Section 16.4.

11.2 **Notification of Water Charge.** On or before August 15 prior to the Fiscal Year in which the Project Water Service is scheduled to commence and every August 15 thereafter, the Cooperative shall provide the Project Participants the Water Charge for the upcoming Fiscal Year. The Water Charge shall be accompanied by a report detailing the manner in which the Water Charge was computed for the upcoming Fiscal Year. In lieu of a report, the ba-

sis for the Water Charge may be detailed in the annual budget adopted by the Cooperative for this Project for the upcoming Fiscal Year.

11.3 Establishment of Water Charge. The Water Charge shall be established by the Cooperative as follows:

11.3.1 The Base Rate Charge shall be computed as follows:

11.3.1.1 The Cooperative shall estimate the Debt Service Cost, the Capital Renewal and Replacement Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost required to meet the cash needs of the Project for the upcoming Fiscal Year.

11.3.1.2 The Base Rate Charge shall consist of the total of the Capital Renewal and Replacement Cost and Fixed Operation and Maintenance Cost determined pursuant to Section 11.3.1.1. The Base Rate Charge for each Project Participant shall be computed based upon each Project Participant's Water Allocation, as modified pursuant to Sections 9.1.1 and 9.1.2 for the upcoming Fiscal Year. For example, if a Project Participant's Water Allocation was thirty (30%) percent, then that Project Participant would be responsible for paying thirty (30%) percent of the Base Rate Charge. Also, for example, if the Water Allocation for two Project Participants was thirty (30%) percent, each, but the first Project Participant transfers ten (10%) percent of its Water Allocation to the second Project Participant pursuant to Section 9.1.1, then the first Project Participant would be responsible for paying twenty (20%) percent of the Base Rate Charge for that Fiscal Year and the second Project Participant would be responsible for paying forty (40%) percent of the Base Rate Charge for that Fiscal Year. If a Project Participant did not submit a Project Water Estimate or submitted a Project Water Estimate indicating zero Project Water for the upcoming Fiscal Year, it would still be responsible for paying the

Base Rate Charge, unless all or some of its Water Allocation was transferred to other Project Participants pursuant to either Section 9.1.1 or Section 9.1.2.

11.3.1.3 In addition to the Capital Renewal and Replacement Cost and Fixed Operation and Maintenance Cost, if a Project Participant elected to have the Cooperative issue an Obligation to finance its portion of the Capital Cost associated with the construction or expansion of the Project, the Base Rate Charge for that Project Participant shall include its portion of the Debt Service Cost determined pursuant to Section 11.3.1.1.

11.3.1.4 The Base Rate Charge computed for each Project Participant pursuant to Sections 11.3.1.2 and 11.3.1.3 shall be increased by any underpayment or decreased by any overpayment determined pursuant to Section 11.5.

11.3.2 Water Use Charge. The Water Use Charge shall be computed as the Variable Operation and Maintenance Cost determined pursuant to Section 11.3.1.1 divided by the total Project Water Estimate submitted by the Project Participants for the upcoming Fiscal Year and expressed as a cost per thousand (1,000) gallons of water.

11.4 Payment of the Water Charge. For each Fiscal Year, the Project Participants shall pay the Water Charge as follows:

11.4.1 The Project Participants shall pay their individual Base Rate Charge as specified in Section 11.3.1 in twelve (12) equal monthly payments on or before the 1st day of each calendar month starting on October 1 and ending on the following September 1 without the need for any invoicing or billing by the Cooperative.

11.4.2 The Project Participants shall pay their Water Use Charge on a monthly basis. Each Project Participant's monthly payment shall be determined by multiplying the actual amount of Project Water delivered by the Cooperative to the Project Participant's

Point of Connection during the prior calendar month by the Water Use Charge identified in Section 11.3.2.

11.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Cooperative shall maintain accounts and records of actual water use by the Project Participants, all revenue received from all sources to meet the cash needs of the Project and the actual Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs incurred with respect to the Project. On or before each January 31, beginning on the January 31 immediately following the Fiscal Year in which Phase 2 was initiated, the Cooperative shall complete an audit of the aforesaid records and accounts and determine what should have been the Water Charge for each Project Participant based on actual water use and actual costs during the preceding Fiscal Year. Said audit shall be conducted by a nationally recognized certified public accounting firm. In the event the audit determines an underpayment was made by a Project Participant, then said underpayment shall be added to that Project Participant's Base Rate Charge for the upcoming Fiscal Year and paid in the manner specified in Section 11.4.1. If the audit determines that an overpayment was made to a Project Participant, then said overpayment shall be deducted from that Project Participant's Base Rate Charge for the upcoming Fiscal Year in the manner specified in Section 11.4.1.

11.6 Prohibition Against Surcharges, Transfers to General Fund and Certain Payments. The Water Charge shall not include any surcharge, tax, payment in lieu of taxes, payment in lieu of franchise fees, transfers to the Cooperative's general administrative expenses or any charge or payment not directly related to the cost of providing Project Water Service.

12. BILLING, PAYMENT, SOURCE OF FUNDS AND RELATED MATTERS.

12.1 Billing and Payment. The Cooperative shall invoice each Project Participant for their Water Use Charge on regular monthly intervals. The Meters shall be read and recorded on or about the last normal work day of the calendar month during which the Project Water Service was provided. Billing to each Project Participant shall be made on the 10th day of the following calendar month and payment to the Cooperative shall be due by the 30th day of the month in which the statement was received. Payment of the Base Rate Water Charge shall be as specified in Section 11.4.1. If the Base Rate Water Charge, the Water Use Charge or any portion thereof remains unpaid twenty-five (25) days following its due date, the Project Participants shall be charged with and pay to the Cooperative interest on the amount unpaid from its due date until paid at the rate of eight (8%) per annum.

12.2 Irrevocable Commitment to Pay. The Project Participants shall pay their respective Water Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 12.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Cooperative is undertaking the acquisition, construction, operation and replacement and expansion of the Project on the representation, warranties and covenants of the Project Participants to pay the Water Charge in a timely manner.

12.3 Source of Payment. The source of funds for payment of the Water Charge shall be the utility enterprise fund established by each Project Participant. Each Project Participant shall maintain an operation and maintenance account as part of its water utility enterprise fund throughout the term of this Agreement. At all times during the terms of this Agree-

ment, a Project Participant shall pay the Water Charge from its water utility system operation and maintenance account.

12.4 Water Utility System Charges. Each Project Participant shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the Water Charge.

12.5 Prohibition Against Indebtedness and Ad Valorem Taxation. The obligation of the Project Participants to pay the Water Charge pursuant to this Agreement does not constitute general indebtedness of the Project Participants or any other municipality or county within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Project Participants. Neither the Cooperative nor the holder of any Obligations issued by the Cooperative to finance the construction, alteration, improvement, replacement, expansion or operation of the Project nor any regional, state or federal agency providing cooperative funding to fund the construction, alteration, improvement, replacement, expansion or operation of the Project shall have the right to require the Project Participants to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 12.3.

13. PLEDGE OF CONTRACT REVENUES. The Cooperative is authorized to pledge all payments due, owing or received from the Project Participants, including any interest derived from monies received under this Agreement for the purpose of securing Obligations issued by the Cooperative to construct or expand the Projects.

14. FORCE MAJEURE.

14.1 Excuse from Performance. No Party shall be liable to any other Party for delay in performance of, or failure to perform, its obligations under this Agreement, if such delay or failure is caused by a Force Majeure Event.

14.2 Notice. The Party claiming excuse shall deliver to the other Parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this section shall be given promptly in light of circumstances, and, in the case of events described in (c), (d) or (e) of the definition of Force Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the Party expects to be prevented from performing and the steps which the Party intends to take to restore its ability to perform.

14.3 Obligation to Restore Ability to Perform. Any suspension of performance by a Party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the Force Majeure Event, and the Party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

15. DISPUTE RESOLUTION. Before proceeding to the default and remedy provisions of this Agreement in Section 16, the Parties shall attempt to resolve the dispute according to the procedures set forth in Chapter 164, Florida Statutes.

16. DEFAULT AND REMEDY.

16.1 Default. If any Party fails to observe, comply with, perform or maintain any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising under this Agreement, such action shall constitute a default and the other Parties may seek remedies set forth herein, if that default is not timely cured within thirty (30) days, unless such default is capable of being cured within thirty (30) day, in which case the Party must cure the default as soon as practicable. Recognizing the Project Participants' paramount need for a safe and dependable water supply, the Parties agree that the exclusive remedy for default under this Agreement shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

16.2 Participant Payment Dispute. A Project Participant that disputes a payment under Section 8.5 or a payment of the Water Charge under Section 12 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Project Participant, the Cooperative shall be required to either pay the disputed charge either as a credit against any payment due under Section 8.5 or as a credit against the Water Charge for the next Fiscal year or through a direct one-time payment to the Project Participant.

16.3 Suspension of Project Water Service in the Event of Non-Payment of the Water Charge. A Project Participant that fails to pay its Water Charge or any portion thereof within ninety (90) days following its due date shall be in default of this Agreement and upon

thirty (30) days written notice, the Cooperative may suspend Project Water Service to the Project Participant. Suspension of Project Water Service to a Project Participant because of its failure to pay the Water Charge or any portion thereof shall not excuse the Project Participant from paying the Cooperative the Base Rate Charge, when it becomes due nor prohibit the Cooperative from continuing to charge interest on the amount unpaid. Upon payment of all outstanding Water Charges, including any interest, the Cooperative shall immediately resume Project Water Service to the Project Participant. The Cooperative's decision to suspend Project Water Service to a Project Participant under this section shall not be subject to the dispute resolution process in Section 15 and shall not be considered a default under Section 16. However, the Cooperative's failure to resume Project Water Service upon payment of all outstanding Water Charges, including any interest, may constitute a default under Section 16 and shall be subject to the dispute resolution process specified in Section 15.

17. WITHDRAWAL OF A PROJECT PARTICIPANT FROM THIS AGREEMENT.

17.1 Withdrawal Prior to the Decision to Implement Phase 2. Prior to the decision to implement Phase 2 pursuant to Section 8.8, any Combined Projects Participant may, at its option and upon thirty (30) days written notice to all other Parties, withdraw from participation in this Agreement. A Combined Projects Participant that withdraws from this Agreement prior to a decision to implement Phase 2 shall forfeit or surrender its right to participate in any of the Combined Projects and shall no longer be considered a voting member of the Project Board. Upon notice by the Cooperative, a withdrawing Combined Projects Participant shall apply to withdraw from any Project Permit issued in its name and shall not oppose or challenge any modification to a Project Permit necessitated by its withdrawal. A withdrawing Combined Projects

Participant shall remain liable for payment of its share of the Phase I funding under Section 8.5. The provisions of this Section 17.1 shall survive the termination of this Agreement.

17.2 Withdrawal After the Decision to Implement Phase 2. After the decision to implement Phase 2 pursuant to Section 8.8 for a specific Project, any Project Participant associated with that specific Project may, at its option and upon thirty (30) days written notice to all other Parties, withdraw from participation in this Agreement. A Project Participant associated with a specific Project that withdraws from the Agreement shall surrender its Water Allocation and immediately forfeit its right to receive Project Water Service from the Cooperative from that specific Project. All or part of its Water Allocation for the existing phase of the Project and all future phases of the Project shall be subject to redistribution among those remaining Project Participants associated with that specific Project. Each remaining Project Participant shall be entitled to a pro-rated amount of the withdrawing Project Participant's Water Allocation for that specific Project. Redistribution of the withdrawing Project Participant's Water Allocation to the remaining Project Participants associated with that specific Project shall take place any time during the term of the Agreement upon written notice by a Project Participant to the Cooperative of its intent to take some or all of the withdrawing Project Participant's Water Allocation. Until such time as the remaining Project Participants associated with a specific Project take all of a withdrawing Project Participant's Water Allocation, the withdrawing Project Participant shall remain liable for payment of its share of the Base Rate Charge based on its remaining Water Allocation. This liability shall continue for the term of the Agreement until such time as the withdrawing Project Participant's Water Allocation is completely redistributed to the remaining Project Participants associated with that specific Project. A withdrawing Project Participant shall no longer be considered a voting member of the Project Board with regards to that specific Project. Upon

notice by the Cooperative, a withdrawing Project Participant shall apply to withdraw from any Project Permits issued in its name and shall not oppose or challenge any modification to a Project Permit necessitated by its withdrawal. The provisions of this Section 17.2 shall survive the termination of this Agreement.

18. SUBSTITUTION AND ADDITION OF PROJECT PARTICIPANTS AND ASSIGNMENT OF THIS AGREEMENT.

18.1 Substitution. As a matter of right, a new Combined Project Participant and/or Project Participant may be substituted for an existing Combined Project Participant and/or Project Participant, if the new Combined Project Participant or Project Participant agrees to enter this Agreement and fully perform all the obligations of the existing Combined Project Participant and/or Project Participant. Substitution prior to the decision to implement Phase 2 shall mean the new Combined Project Participant shall at a minimum agree to fulfill all of the old Combined Project Participant's Phase 1 funding obligations under Section 8.5. Substitution after the decision to implement Phase 2 shall mean the new Project Participant shall at a minimum succeed to the old Project Participant's entire Water Allocation and shall agree to the Water Charge that the old Project Participant was otherwise obligated to pay. Upon substitution, the old Project Participant shall withdraw from any further participation in this Agreement and shall no longer be considered a voting member of the Project Board. Additionally, the old Project Participant shall cooperate with the Cooperative in any modifications to the Project Permits necessary to effectuate this substitution.

18.2 Addition. No new Combined Project Participant and/or Project Participant may be added to this Agreement unless such addition is approved by the unanimous written consent of all the Parties. At a minimum, the addition of a new Combined Project Participant

prior to the decision to implement Phase 2 shall require a recalculation of the cost share table specified in Section 8.5.1 to reflect the addition of the new Combined Project Participant. At a minimum, the addition of a new Project Participant after the decision to implement Phase 2 shall require a recalculation of the Water Allocations assigned to all the Project Participants to reflect the addition of the new Project Participant.

18.3 Assignment. This Agreement may not be assigned, in whole or in part, unless such assignment is approved by the unanimous written consent of all the Parties.

19. SOVEREIGN IMMUNITY AND INDEMNIFICATION. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, neither the Combined Project Participants nor the Project Participants are jointly or severally liable for any torts attributable to the Cooperative and only the Cooperative shall be liable for torts attributable to it or for the torts of its officers, agents, attorneys or employees under this Agreement, and then only to the extent of the waiver of sovereign immunity or limitation specified in Section 768.28, Florida Statutes. Finally, the Cooperative agrees to indemnify and hold the Combined Project Participants and Project Participants harmless from any injury that the Cooperative or its officers, agents, attorneys, employees or invitees sustain while carrying out the Cooperative's obligations under this Agreement.

20. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the Parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event of any legal proceeding arising under this Agreement, the exclusive venue for such proceeding shall be in a State court of

competent jurisdiction located in Polk County, Florida. In any such legal proceeding, the Parties hereby consent to trial by the court and waive the right to a jury trial as to any issues that are triable before a jury.

21. NOTICES.

21.1 All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

City of Auburndale
City Manager
P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Bartow
City Manager
P.O. Box 1069
Bartow, Florida 33831
863-534-0100

City of Davenport
City Manager
P.O. Box 125
Davenport, Florida 33836
863-419-3300

City of Eagle Lake
City Manager
P.O. Box 129
Eagle Lake, Florida 33839
863-293-4141

City of Fort Meade
City Manager
P. O. 856

Fort Meade, Florida 33841
863-285-1100

City of Frostproof
City Manager
P.O. Box 308
Frostproof, Florida 33843
863-635-7855

City of Haines City
City Manager
620 E Main Street
Haines City, Florida 33844
863-421-3600

City of Lake Alfred
City Manager
155 E Pomelo Street
Lake Alfred, Florida 33850
863-291-5270

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801
863-834-6000

City of Lake Wales
City Manager
P. O. Box 1320
Lake Wales, Florida 33859
863-678-4196

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

City of Polk City
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375

City of Winter Haven
City Manager
P. O. Box 2277
Winter Haven, Florida 33883
863-291-5600

Town of Dundee
Town Manager
P.O. Box 1000
Dundee, Florida 33838
863-438-8330

Town of Lake Hamilton
Town Manager
P.O. Box 126
Lake Hamilton, Florida 33851
863-439-1910

Polk County
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
Phone: 863-534-6444

21.2 All notices shall also be sent to the Cooperative, to the attention of its executive director, with a separate copy to its general counsel.

21.3 Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

22. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity, other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions

hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

23. AMENDMENT. In Phase 1, this Agreement may only be amended in writing signed by all the Parties. In Phase 2, Section 8.8, 8.9, 8.10, 9, 10, 11, 12 and 13 may be amended in writing signed by all the Project Participants for their specific Project, but the other provisions may only be amended in writing signed by all the Parties.

24. WAIVER. No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

25. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

26. ATTORNEY'S FEES AND COSTS.

26.1 Dispute Resolution or Litigation Under the Agreement. Each Party shall bear its own costs, including attorney's fees, incurred in any litigation arising under this Agreement. The award of attorney's fees with regards to dispute resolution will be addressed pursuant to Chapter 164, Florida Statutes. Notwithstanding the foregoing, any costs, including attorney's fees incurred by the Cooperative in any dispute resolution or litigation arising under this Agreement may be included in computation of the Water Charge upon approval by the Project Board.

26.2 Litigation Outside the Agreement Concerning the Project. Any damages or costs, including attorney's fees incurred by the Cooperative in any litigation concerning the Project, excluding litigation described in Section 26.1, shall be included in computation of the Water Charge. Any damages or costs, including attorney's fees awarded to the Cooperative in any litigation concerning the Project, excluding litigation described in Section 26.1, shall be deemed a credit to be considered in computation of the Water Charge.

27. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire contract among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.

28. EXECUTION OF DOCUMENTS. This Agreement shall be executed in multiple duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

29. AMBIGUITY. The Parties agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

30. RELATIONSHIP OF THE PARTIES. Nothing herein shall make any Party a partner or joint venturer or create any fiduciary relationship among the Parties.

31. GOOD FAITH. The Parties hereto agree to exercise good faith and fair dealings in respect to all matters relating to this Agreement.

32. DUTY TO COOPERATE. The Parties shall work together in good faith to implement the terms of this Agreement. As part of this cooperation, the Parties will at a minimum do the following:

32.1 Acquisition of Real Property. The Project Participants shall cooperate and assist and not interfere with the Cooperative's ability to acquire all interests in real property necessary to construct, manage and operate the Project, as needed to provide Project Water Service to the Project Participants.

32.2 Project Permits. The Project Participants shall cooperate and assist and not interfere with the Cooperative's ability to obtain, maintain and comply with all Project Permits necessary to construct, manage and operate the Project, as needed to provide Project Water Service to the Project Participants.

32.3 Construction, Management and Operation of Project. The Project Participants shall cooperate and not interfere with the Cooperative's ability to manage and operate the Project, as needed to provide Project Water Service to the Project Participants.

32.4 Obligations. The Parties shall cooperate with each other in the issuance of any Obligations necessary to allow the Cooperative to provide Project Water Service, including, but not limited, Obligations needed to fund the Capital Cost incurred by the Cooperative in constructing the Project. In such event, the Parties shall comply with the reasonable request of any Party and will, upon request, do as follows: (1) make available general and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit to state a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading;

(5) provide reasonable certifications to be used in a transcript of closing documents; and, (6) provide and pay for reasonable requested opinions of counsel as to the validity of actions taken in respect to and the binding effect of this Agreement, the Interlocal Agreement, title to the Project, as applicable, and pending litigation which could materially affect its performance hereunder. In addition, each Party agrees to take no action which shall adversely affect the exclusion from gross income of interest on the Obligations for purposes of federal income taxation.

32.5 Grants. The Parties shall cooperate with each other in applying for federal, state, regional or local grants or other forms of cooperative funding to construct or expand the Project, including, but not limited to, providing any necessary information required by any federal, state, regional or local agency in order to apply for and process the grant or cooperative funding application and, if the grant or cooperative funding is obtained, in order to maintain and utilize the grant or cooperative funding, including any post-grant or cooperative funding audit.

33. FURTHER ASSURANCES. The Parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

34. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a

public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Cooperative.

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

By: _____
Timothy J. Pospichal, Mayor

Date: _____

ATTEST:

By: _____
Shirley Lowrance, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

V. Patton Kee, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF BARTOW, FLORIDA

By: _____
Trish Pfeiffer, Mayor

Date: _____

ATTEST:

By: _____
Jacqueline Poole, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF DAVENPORT, FLORIDA

By: _____
Darlene Bradley, Mayor

Date: _____

ATTEST:

By: _____
Rachel Castillo, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

By: _____
J.R. Sullivan, Mayor

Date: _____

ATTEST:

By: _____
Dawn Wright, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF FT. MEADE, FLORIDA

By: _____
James Watts, Mayor

Date: _____

ATTEST:

By: _____
Melissa Newman, Deputy City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COUNCIL OF THE
CITY OF FROSTPROOF, FLORIDA

By: _____
Rodney Cannon, Mayor

Date: _____

ATTEST:

By: _____
Nicole McDowell, City Clerk

IN WITNESS WHEREOF, the undersigned has caused Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF HAINES CITY, FLORIDA

By: _____
Horace West, Mayor

Date: _____

ATTEST:

By: _____
Linda Bourgeois, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE ALFRED, FLORIDA

By: _____
Charles Lake, Mayor

Date: _____

ATTEST:

By: _____
Amee Bailey, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKELAND, FLORIDA

By: _____
R. Howard Wiggs, Mayor

Date: _____

ATTEST:

By: _____
Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Timothy J. McCausland, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE WALES, FLORIDA

By: _____
Eugene Fultz, Mayor

Date: _____

ATTEST:

By: _____
Clara VanBlargan, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Albert C. Galloway, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF MULBERRY, FLORIDA

By: _____
George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____
Sharon Lauther, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF POLK CITY, FLORIDA

By: _____
Joe LaCascia, Mayor

Date: _____

ATTEST:

By: _____
Patricia Jackson, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

By: _____
Brad Dantzler, Mayor

Date: _____

ATTEST:

By: _____
Joy Townsend, Deputy City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

By: _____
Sam Pennant, Mayor

Date: _____

ATTEST:

By: _____
Deena Ware, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

TOWN COUNCIL OF THE
TOWN OF LAKE HAMILTON, FLORIDA

By: _____
Marlene M. Wagner, Mayor

Date: _____

ATTEST:

By: _____
Sara Irvine, Town Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

ATTEST:

POLK COUNTY, a political subdivision of
The State of Florida

Stacy M. Butterfield
Clerk to the Board

By: _____
Melony M. Bell, Chairman

By: _____
Deputy Clerk

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.



Polk City City Commission Agenda Form

Meeting Date: February 20, 2017

Item Number: 4-5

SUBJECT #4: CONSERVATION IMPLEMENTATION AGREEMENT- PRWC
SUBJECT #5: CONSERVATION PROJECT AGREEMENT- PRWC

ATTACHMENTS:

- PRWC Conservation Project Implementation Agreement
- PRWC Conservation Project Agreement

ISSUE: The City Commission will consider two Agreements with the Polk Regional Water Cooperative related to conservation projects.

SUMMARY: The Polk Regional Water Cooperative is seeking member approval to the following Agreements:

PRWC Conservation Project Implementation Agreement - This Agreement authorizes the Cooperative to act as the representative of the members (including Polk City) with regards to seeking cooperative funding for conservation projects, executing Cooperative Funding Agreements with the funding agency and with the participating members implementing conservations projects.

PRWC Conservation Project Agreement- This Agreement authorizes the Cooperative to implement \$637,000 DEP Springs Water Funding Grant for various conservation projects. These include indoor conservation incentives, outdoor best practices, and encouraging home builders to participate in the Florida Water Star Standards Project.

PRWC RECOMMENDATION: PRWC Board voted to approve the Agreements by unanimous vote (Mulberry absent) - January 24, 2017

STAFF RECOMMENDATION: Approval of the PRWC Conservation Agreements

CONSERVATION PROJECT IMPLEMENTATION AGREEMENT

THIS CONSERVATION PROJECT IMPLEMENTATION AGREEMENT (the "Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative ("Cooperative"), whose address is 330 W. Church Street, Bartow, FL 33830 and the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Bartow whose address is P.O. Box 1069, Bartow, FL 33831, the City of Davenport whose address is P.O. Box 125, Davenport, FL 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, FL 33839, the City of Fort Meade whose address is P.O. Box 856, Fort Meade, FL 33841, the City of Frostproof whose address is P.O. Box 308, Frostproof, FL 33843, the City of Haines City whose address is 620 E. Main Street, Haines City, FL 33844, the City of Lake Alfred whose address is 120 E Pomelo Street, Lake Alfred, FL 33850, the City of Lakeland whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, FL 33859, the City of Mulberry whose address is P.O. Box 707, Mulberry, FL 33860, the City of Polk City whose address is 123 Broadway Blvd SE, Polk City, FL 33868, the City of Winter Haven whose address is P.O. Box 2277, Winter Haven, FL 33883, the Town of Dundee whose address is P.O. Box 1000, Dundee, FL 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, FL 33851 and Polk County ("Polk County"), a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, individually also referred to as a "Party" and collectively referred to as the "Parties."

THE PURPOSE of this Agreement is for the Cooperative to act as the representative of the Parties with regards to seeking cooperative funding for Conservation Projects, executing Cooperative Funding Agreements with the Cooperative Funding Agency, executing Conservation

Project Agreements with the participating Parties and otherwise implementing Conservation Projects, pursuant to the Interlocal Agreement and Sections 163.01 and 373.713, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged and the Parties hereby agree, stipulate and covenant as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings, unless the context clearly requires otherwise:

“Agreement” means this Conservation Project Implementation Agreement, as may be amended or restated from time to time.

“Conservation Project” means a conservation project for which the Cooperative has sought cooperative funding for implementation on behalf of one or more Parties.

“Conservation Project Agreement” means the agreement entered into by the Cooperative with one or more Parties for the purposes of implementing a Conservation Project for which the Cooperative has entered into a Cooperative Funding Agreement with a Cooperative Funding Agency.

“Contractor” means a licensed contractor engaged by the Cooperative for the purpose of implementing a Conservation Project for the benefit of one or more Parties that have entered a Conservation Project Agreement with the Cooperative.

“Cooperative Funding Agency” means any local, regional, state or federal agency, including but not limited to the Southwest Florida Water Management District and the South Florida Water Management District, which provides grant funding for Conservation Projects within the Cooperative’s boundaries.

“Cooperative Funding Agreement” means an agreement entered into by the Cooperative with a Cooperative Funding Agency for the purpose of implementing a Conservation Project.

“Board of Directors” shall have the same meaning as in the Interlocal Agreement.

“Cooperative” shall have the same meaning as in the Interlocal Agreement.

“Effective Date” means the date the Agreement takes legal effect as specified in Section 2.1.

“Interlocal Agreement” means that Interlocal Agreement creating the Cooperative, as may be amended or restated from time to time.

“Quorum” shall have the same meaning as in the Interlocal Agreement with regards to both the Board of Directors and the Project Board.

“Member Government” shall have the same meaning as in the Interlocal Agreement.

“Normal Vote Method” means a procedure by which each director on the Project Board, whose Member Government is a Party to this Agreement, is assigned one vote and each director on the Project Board, whose Member Government is not a Party to this Agreement, is not assigned a vote.

“Parties” mean the Cooperative and those Member Governments of the Cooperative, who have executed this Agreement.

“Project Administrator” means the person or alternate designated by the Cooperative with overall responsibility for the administration of the Cooperative’s responsibilities under this Agreement pursuant to Section 3.2.

“Project Board” shall have the same meaning as in the Interlocal Agreement, except that all decisions by the Project Board shall be made by majority vote of a Quorum of the Project Board using the Normal Vote Method.

“Project Manager” means the person or alternate designated by the Cooperative pursuant to Section 3.3 to manage the Cooperative’s responsibilities with respect to an individual Conservation Project.

“Project Representative” means the person or alternate designated by each Party to a Conservation Project Agreement pursuant to Section 3.4 to work with the Project Manager regarding management and implementation of the specific Conservation Project.

2. TERM AND TERMINATION.

2.1 Effective Date. This Agreement shall take effect on the date it is duly authorized and executed by all the Parties, which date shall be memorialized by the Cooperative and distributed to the other Parties.

2.2 Term. The term of this Agreement shall begin on the Effective Date and remain in effect, unless terminated by written agreement of all the Parties.

3. ADMINISTRATION.

3.1 Project Administration. The Cooperative shall have overall responsibility for implementing the terms of this Agreement. All the powers, privileges and duties vested in or imposed on the Cooperative with regards to implementation of this Agreement shall be exercised through the Project Board; provided, however, that the exercise of any and all executive, administrative and ministerial powers regarding this Agreement may be delegated by the Project Board to the Project Administrator. All decisions of the Project Board shall be made by majority vote of a Quorum of the Project Board using the Normal Vote Method.

3.2 Project Administrator. No later than thirty (30) days from the Effective Date, the Cooperative shall provide in writing to the other Parties of the name, address, phone number, fax number and email address of the Project Administrator. The Project Administrator may be changed at any time immediately upon written notice to the other Parties. The Project Administrator shall act as the Cooperative's representative with regards to the overall implementation and management of the Cooperative's responsibilities under this Agreement and will oversee the activities of any Project Managers appointed by the Cooperative to manage individual Conservation Projects.

3.3 Project Manager. No later than thirty (30) days after the date the Cooperative enters into a Cooperative Funding Agreement with regards to an individual Conservation Project, the Cooperative may appoint a Project Manager to oversee the Cooperative's responsibilities with regards to the specified Conservation Project and the associated Cooperative Funding Agreement and Conservation Project Agreement. Should the Cooperative appoint a Project Manager, it will provide notice in writing to the other Parties of the name, address, phone number, fax number and email address of the Project Manager. The Project Manager may be changed by the Cooperative at any time immediately upon written notice to the other Parties.

3.4 Project Representative. No later than thirty (30) days after the date the Cooperative enters into a Conservation Project Agreement with regards to an individual Conservation Project, each Party participating in the Conservation Project Agreement shall provide notice in writing to the Cooperative and the other participating Parties of the name, address phone number, fax number and email address of its Project Representative for that specific Conservation Project. Any participating Party may change its Project Representative at any time immediately upon written notice to all other Parties participating in the Conservation Project Agreement.

The Project Manager will coordinate with the Project Representatives with regards to implementation and management of the specified Conservation Project.

4. CONSERVATION PROJECT IMPLEMENTATION

4.1 Cooperative Funding. The Cooperative shall have the authority to apply for and obtain cooperative funding for Conservation Projects on behalf of one or more Parties and to enter into Cooperative Funding Agreements with a Cooperative Funding Agency with regards to a specific Conservation Project.

4.2 Conservation Project Agreements. Upon approval of a cooperative funding application submitted by the Cooperative to a Cooperative Funding Agency, the Cooperative shall have the authority to enter into a Conservation Project Agreement with any participating Parties. At a minimum, the Conservation Project Agreement shall provide as follows:

4.2.1. Authorize the Cooperative to procure a Contractor to implement the Conservation Project, if required by the Cooperative Funding Agreement.

4.2.2 Require the Cooperative to coordinate all matters relating to the Conservation Project between and among the Cooperative Funding Agency, the Contractor and the participating Parties.

4.2.3 Enable the Cooperative to submit a detailed periodic invoice to each participating Party stating the Party's share of the cost of the Contractor's services and any other expenses related to implementation of the Conservation Project. The Cooperative will obtain the remaining share of the costs of the Contractor's services and any other expenses related to implementation of the Conservation Project from the Cooperative Funding Agency pursuant to the applicable Cooperative Funding Agreement.

4.2.4 Require each participating Party to pay the invoice in full to the Cooperative. If, however, a participating Party disputes any amount stated on an invoice, its Project Representative shall notify the Project Manager of the disputed amount. The Project Manager and Project Representative shall work together in good faith to resolve the matter. If they are unable to resolve the dispute, then the matter will be decided by the Project Board.

4.3.5 Require the Contractor to submit a final Conservation Project report to the participating Parties and the Cooperative Funding Agency, if required by the Cooperative Funding Agreement.

5. DISPUTE RESOLUTION. Before proceeding to the default and remedy provisions of this Agreement in Section 6, the Parties shall attempt to resolve the dispute according to the procedures set forth in Chapter 164, Florida. Statutes.

6. DEFAULT AND REMEDY.

6.1 Default. If any Party fails to observe, comply with, perform or maintain any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising under this Agreement, such action shall constitute a default and the other Parties may seek remedies set forth herein, if that default is not timely cured within thirty (30) days, unless such default is capable of being cured within thirty (30) day, in which case the Party must cure the default as soon as practicable.

6.2 Remedy. Recognizing the paramount need for a safe and dependable water supply, the Parties agree that the exclusive remedy for default under this Agreement shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

7. **WITHDRAWAL OF A PARTY FROM THIS AGREEMENT.** A Party may withdraw from participation in this Agreement at its option and upon thirty (30) days written notice to all other Parties. However, withdrawal from this Agreement shall not release a Party from its obligations under any Conservation Project Agreement.

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, unless such assignment is approved by the unanimous written consent of all the Parties.

9. **SOVEREIGN IMMUNITY AND INDEMNIFICATION.** The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, the Parties are not jointly or severally liable for any torts attributable to the Cooperative and only the Cooperative shall be liable for torts attributable to it or for the torts of its officers, agents, attorneys or employees under this Agreement, and then only to the extent of the waiver of sovereign immunity or limitation specified in Section 768.28, Florida Statutes. Finally, the Cooperative agrees to indemnify and hold the Parties harmless from any injury that the Cooperative or its officers, agents, attorneys, employees or invitees sustain while carrying out the Cooperative's obligations under this Agreement.

10. **APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL.** This Agreement and the rights and obligations of the Parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event of any legal proceeding arising under this Agreement, the exclusive venue for such proceeding shall be in a State court of competent jurisdiction located in Polk County, Florida. In any such legal proceeding, the Parties

hereby consent to trial by the court and waive the right to a jury trial as to any issues that are triable before a jury.

11. NOTICES. All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

City of Auburndale
City Manager
P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Bartow
City Manager
P.O. Box 1069
Bartow, Florida 33831
863-534-0100

City of Davenport
City Manager
P.O. Box 125
Davenport, Florida 33836
863-419-3300

City of Eagle Lake
City Manager
P.O. Box 129
Eagle Lake, Florida 33839
863-293-4141

City of Fort Meade
City Manager
P. O. 856
Fort Meade, Florida 33841
863-285-1100

City of Frostproof
City Manager
P.O. Box 308
Frostproof, Florida 33843
863-635-7855

City of Haines City
City Manager
620 E Main Street
Haines City, Florida 33844
863-421-3600

City of Lake Alfred
City Manager
155 E Pomelo Street
Lake Alfred, Florida 33850
863-291-5270

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801
863-834-6000

City of Lake Wales
City Manager
P. O. Box 1320
Lake Wales, Florida 33859
863-678-4196

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

City of Polk City
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375

City of Winter Haven
City Manager
P. O. Box 2277
Winter Haven, Florida 33883
863-291-5600

Town of Dundee
Town Manager
P.O. Box 1000
Dundee, Florida 33838
863-438-8330

Town of Lake Hamilton
Town Manager
P.O. Box 126
Lake Hamilton, Florida 33851
863-439-1910

Polk County
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
Phone: 863-534-6444

12.2 All notices shall also be sent to the Cooperative, to the attention of its Project Administrator, with a separate copy to its legal counsel.

12.3 Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

13. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity, other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions

hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

14. **AMENDMENT.** This Agreement may be amended only if the Parties agree. Amendments must be in writing signed by all the Parties.

15. **WAIVER.** No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

16. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

17. **ATTORNEY'S FEES AND COSTS.** Each Party shall bear its own costs, including attorney's fees, litigation arising under this Agreement. Attorney's fees incurred as part of the dispute resolution process will be addressed pursuant to Chapter 164, Florida Statutes.

18. **ENTIRE AGREEMENT.** This Agreement, including Exhibits, constitutes the entire contract among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.

19. **EXECUTION OF DOCUMENTS.** This Agreement shall be executed in multiple duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

20. AMBIGUITY. The Parties agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

21. RELATIONSHIP OF THE PARTIES. Nothing herein shall make any Party a partner or joint venturer or create any fiduciary relationship among the Parties.

22. GOOD FAITH. The Parties hereto agree to exercise good faith and fair dealings in respect to all matters relating to this Agreement.

23. DUTY TO COOPERATE. The Parties shall work together in good faith to implement the terms of this Agreement.

24. FURTHER ASSURANCES. The Parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

25. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting

the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Cooperative.

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

By: _____
Timothy J. Pospichal, Mayor

Date: _____

ATTEST:

By: _____
Shirley Lowrance, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

V. Patton Kee, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF BARTOW, FLORIDA

By: _____
Trish Pfeiffer, Mayor

Date: _____

ATTEST:

By: _____
Jacqueline Poole, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF DAVENPORT, FLORIDA

By: _____
Darlene Bradley, Mayor

Date: _____

ATTEST:

By: _____
Rachel Castillo, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

By: _____
J.R. Sullivan, Mayor

Date: _____

ATTEST:

By: _____
Dawn Wright, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF FT. MEADE, FLORIDA

By: _____
James Watts, Mayor

Date: _____

ATTEST:

By: _____
Melissa Newman, Deputy City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COUNCIL OF THE
CITY OF FROSTPROOF, FLORIDA

By: _____
Rodney Cannon, Mayor

Date: _____

ATTEST:

By: _____
Nicole McDowell, City Clerk

IN WITNESS WHEREOF, the undersigned has caused Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF HAINES CITY, FLORIDA

By: _____
Horace West, Mayor

Date: _____

ATTEST:

By: _____
Linda Bourgeois, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE ALFRED, FLORIDA

By: _____
Charles Lake, Mayor

Date: _____

ATTEST:

By: _____
Amea Bailey, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKELAND, FLORIDA

By: _____
R. Howard Wiggs, Mayor

Date: _____

ATTEST:

By: _____
Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Timothy J. McCausland, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE WALES, FLORIDA

By: _____
Eugene Fultz, Mayor

Date: _____

ATTEST:

By: _____
Clara VanBlargan, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Albert C. Galloway, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF MULBERRY, FLORIDA

By: _____
George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____
Sharon Lauther, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF POLK CITY, FLORIDA

By: _____
Joe LaCascia, Mayor

Date: _____

ATTEST:

By: _____
Patricia Jackson, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

By: _____
Brad Dantzler, Mayor

Date: _____

ATTEST:

By: _____
Joy Townsend, Deputy City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

By: _____
Sam Pennant, Mayor

Date: _____

ATTEST:

By: _____
Deena Ware, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

TOWN COUNCIL OF THE
TOWN OF LAKE HAMILTON, FLORIDA

By: _____
Marlene M. Wagner, Mayor

Date: _____

ATTEST:

By: _____
Sara Irvine, Town Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

ATTEST:

POLK COUNTY, a political subdivision of
The State of Florida

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

By: _____
Melony M. Bell, Chairman

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CONSERVATION PROJECT AGREEMENT RELATING TO INDOOR CONSERVATION INCENTIVES, OUTDOOR BEST MANAGEMENT PRACTICES AND FLORIDA WATER STAR™ STANDARDS

THIS CONSERVATION PROJECT AGREEMENT RELATING TO INDOOR CONSERVATION INCENTIVES, OUTDOOR BEST MANAGEMENT PRACTICES AND FLORIDA WATER STAR™ STANDARDS (the “Agreement”) is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative (“Cooperative”), whose address is 330 W. Church Street, Bartow, FL 33830 and the (“Utilities”) City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Bartow whose address is P.O. Box 1069, Bartow, FL 33831, the City of Davenport whose address is P.O. Box 125, Davenport, FL 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, FL 33839, the City of Fort Meade whose address is P.O. Box 856, Fort Meade, FL 33841, the City of Frostproof whose address is P.O. Box 308, Frostproof, FL 33843, the City of Haines City whose address is 620 E. Main Street, Haines City, FL 33844, the City of Lake Alfred whose address is 120 E Pomelo Street, Lake Alfred, FL 33850, the City of Lakeland whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, FL 33859, the City of Mulberry whose address is P.O. Box 707, Mulberry, FL 33860, the City of Polk City whose address is 123 Broadway Blvd SE, Polk City, FL 33868, the City of Winter Haven whose address is P.O. Box 2277, Winter Haven, FL 33883, the Town of Dundee whose address is P.O. Box 1000, Dundee, FL 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, FL 33851 and Polk County, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, all of whom are collectively referred to as the “Parties.”

WHEREAS, this Agreement is being executed by the Parties pursuant to the Conservation Project Implementation Agreement and any terms from the Conservation Project Implementation Agreement used in this Agreement shall be defined in accordance with the Conservation Project Implementation Agreement;

WHEREAS, the Cooperative has been awarded FY 2015-2018 Florida Department of Environmental Protection/Springs Water Conservation Funding Grants for the Indoor Conservation Incentives Project, the Outdoor Best Management Practices Project and Florida Water™ Standards Project (collectively “Conservation Projects”);

WHEREAS, the Cooperative will soon be entering a Cooperative Funding Agreement with the Southwest Florida Water Management District (“Cooperative Funding Agency”) for the Conservation Projects;

WHEREAS, one or more Utilities will retain one or more licensed contractors (the “Contractor(s)”) to perform work required by the Conservation Projects;

WHEREAS, the Cooperative has offered the Utilities the opportunity to cooperatively join in implementing and to share both the benefits and the costs of the Conservation Projects;

WHEREAS, the Utilities have agreed to cooperatively join in the Conservation Projects;

WHEREAS, the Parties desire to clarify their respective duties and obligations with respect to the Conservation Projects; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorize local governments and special districts to enter into agreements for their mutual benefit.

NOW, THEREFORE, in consideration of the mutual promises stated herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged, the Parties hereby agree, stipulate and covenant as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE.** This Agreement defines the duties and obligations of the Parties with respect to implementation of the Conservation Projects.

3. **DUTIES AND OBLIGATIONS.**

3.1 Each Utility shall publicly advertise the availability of the Conservation Projects to its utility customers, in the case of the Indoor Conservation Incentives Project and the Outdoor Best Management Practices Project and Polk County shall publically advertise the availability of the Conservation Projects to home builders, in the case of the Florida Water Star™ Standards Project (collectively the “Participants”) using methods of its choosing (e.g., bill stuffers, internet site advertisement, government television, press releases, etc.).

3.2 The participating Utilities will forward the Participant’s contact information to the Project Manager in the case of the Indoor Conservation Incentives Project and the Outdoor Best Management Practices Project, who will timely schedule a Project evaluation to determine eligibility for the indicated rebate program. The participating Utilities will supply the Contractor(s) with the water conservation information packets to be distributed to each such Participant. After installation the Contractor(s) will provide an inspection notice and a notice of completion to the Utility(ies) retaining its services. In the case of the Florida Water™ Star Standards Project, the Participant will apply for and obtain certification through the Florida Water Start™ System, which will then notify Polk County simultaneously with the Participant (home

builder) that the location has passed certification. At that time the Participant (home builder) can invoice Polk County.

3.3 The participating Utilities and/or Polk County will obtain, at a minimum, a monthly report from the Contractor(s) including detailed invoicing and copies of the evaluations and inspections it has conducted.

3.4 Each quarter, the participating Utilities and/or Polk County will deliver applicable Participant evaluations, inspections and reports to the Project Manager, together with a detailed invoice identifying the monies paid to the Participant and proof of payment, noting that each Utility's and/or Polk County's percent monetary responsibility for the cost of the services provided to the Participants, which were identified by the Utility and/or Polk County, to include the cost of the conservation information packets distributed to each Participant. The Cooperative will obtain the matching funding for the Conservation Projects' costs from the Cooperative Funding Agency pursuant to the Cooperative Funding Agreement for refund to the Utility and/or Polk County. The Utility and/or Polk County must wait for reimbursement from the Cooperative Funding Agency before receiving matching funds from the Cooperative.

3.5 Within thirty (30) days after receipt of reimbursement from the Cooperative Funding Agency, the Cooperative shall reimburse the Utility and/or Polk County the amount stated in the invoice. If, however, the Utility and/or Polk County disputes any amount stated in an invoice, its Project Representative shall notify the Project Manager of the disputed amount. The Project Manager and the Project Representative shall work together in good faith to resolve any dispute. If the Project Manager and the Project Representative are unable to resolve a dispute, then the matter will be determined by the Cooperative Project Board according to the voting procedure set forth in the Conservation Project Implementation Agreement.

3.6 Upon the Contractor's completion of the evaluation and installation of a Participant's toilet, conversion kit, smart irrigation controller and/or wireless rain sensor, the Utility will determine the Participant's monthly water use for the 12 months previous to and the 12 months following completion of each Participant's Conservation Project activity. The Contractor shall furnish this information to the Cooperative.

3.7 Each Utility and/or Polk County must timely verify quarterly status reports with the Project Manager for required submission to the Cooperative Funding Agency.

3.8 The Cooperative shall submit separate final reports for the Indoor Conservation Incentives Project, the Outdoor Best Management Practices Project and the Florida Water Star™ Standards Project to the Cooperative Funding Agency. When submitting these final reports, the Cooperative shall also deliver copies of the reports to the Utilities and Polk County.

3.9 The Project Manager shall coordinate Conservation Project matters between and among the Cooperative Funding Agency and the Utilities and/or Polk County. Each Utility and/or Polk County shall be the point of contact for the Participants.

4. **MODIFICATION.** This Agreement may be modified or amended only if the Parties agree. All modifications or amendments must be in writing signed by all the Parties.

5. **TERM.** The initial term of this Agreement shall commence on the Effective Date and unless terminated sooner will continue through September 30, 2018. If Cooperative funding remains available through an amendment to the Cooperative Funding Agreement, then the Parties may amend this Agreement to extend its term through the date that Cooperative Funding for the Conservation Projects is available. The "Effective Date" of this Agreement is the date the last Party executes the Agreement. Immediately upon executing the Agreement, a Party shall notify the other Parties of this fact.

6. **NOTICES.** All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

City of Auburndale
City Manager
P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Bartow
City Manager
P.O. Box 1069
Bartow, Florida 33831
863-534-0100

City of Davenport
City Manager
P.O. Box 125
Davenport, Florida 33836
863-419-3300

City of Eagle Lake
City Manager
P.O. Box 129
Eagle Lake, Florida 33839
863-293-4141

City of Fort Meade
City Manager
P. O. 856
Fort Meade, Florida 33841
863-285-1100

City of Frostproof
City Manager
P.O. Box 308
Frostproof, Florida 33843
863-635-7855

City of Haines City
City Manager
620 E Main Street
Haines City, Florida 33844
863-421-3600

City of Lake Alfred
City Manager
155 E Pomelo Street
Lake Alfred, Florida 33850
863-291-5270

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801
863-834-6000

City of Lake Wales
City Manager
P. O. Box 1320
Lake Wales, Florida 33859
863-678-4196

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

City of Polk City
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375

City of Winter Haven
City Manager
P. O. Box 2277
Winter Haven, Florida 33883
863-291-5600

Town of Dundee
Town Manager
P.O. Box 1000
Dundee, Florida 33838
863-438-8330

Town of Lake Hamilton
Town Manager
P.O. Box 126
Lake Hamilton, Florida 33851
863-439-1910

Polk County
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
Phone: 863-534-6444

6.2 All notices shall also be sent to the Cooperative, to the attention of its Project Administrator, with a separate copy to its legal counsel.

6.3 Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

7. LIMIT OF PARTIES' LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTIES OR TO ANYONE CLAIMING FOR, BY, OR THROUGH A PARTY, TO INCLUDE, BUT NOT LIMITED, TO A PARTICPANT OR CONTRACTOR, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW,

WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

8. ATTORNEY'S FEES AND COSTS. Each Party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

9. GOVERNING LAW; VENUE. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida; venue for any such litigation with respect to the Agreement shall be in Polk County, Florida.

10. INTEGRATION. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements relating to the Conservation Projects. The Parties do not intend by this provision to amend, modify or supersede the Conservation Project Implementation Agreement or the Interlocal Agreement.

11. WAIVER. No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

12. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

13. AMBIGUITY. The Parties agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

14. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

15. INTERLOCAL AGREEMENT; FILING. This is an interlocal agreement entered into by the parties pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969. This Agreement and any amendment thereto shall be recorded in the public records of Polk County, Florida.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Parties.

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

By: _____
Timothy J. Pospichal, Mayor

Date: _____

ATTEST:

By: _____
Shirley Lowrance, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

V. Patton Kee, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF BARTOW, FLORIDA

By: _____
Trish Pfeiffer, Mayor

Date: _____

ATTEST:

By: _____
Jacqueline Poole, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF DAVENPORT, FLORIDA

By: _____
Darlene Bradley, Mayor

Date: _____

ATTEST:

By: _____
Rachel Castillo, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

By: _____
J.R. Sullivan, Mayor

Date: _____

ATTEST:

By: _____
Dawn Wright, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF FT. MEADE, FLORIDA

By: _____
James Watts, Mayor

Date: _____

ATTEST:

By: _____
Melissa Newman, Deputy City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COUNCIL OF THE
CITY OF FROSTPROOF, FLORIDA

By: _____
Rodney Cannon, Mayor

Date: _____

ATTEST:

By: _____
Nicole McDowell, City Clerk

IN WITNESS WHEREOF, the undersigned has caused Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF HAINES CITY, FLORIDA

By: _____
Horace West, Mayor

Date: _____

ATTEST:

By: _____
Linda Bourgeois, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE ALFRED, FLORIDA

By: _____
Charles Lake, Mayor

Date: _____

ATTEST:

By: _____
Amee Bailey, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE LAND, FLORIDA

By: _____
R. Howard Wiggs, Mayor

Date: _____

ATTEST:

By: _____
Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Timothy J. McCausland, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE WALES, FLORIDA

By: _____
Eugene Fultz, Mayor

Date: _____

ATTEST:

By: _____
Clara VanBlargan, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Albert C. Galloway, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF MULBERRY, FLORIDA

By: _____
George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____
Sharon Lauther, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF POLK CITY, FLORIDA

By: _____
Joe LaCascia, Mayor

Date: _____

ATTEST:

By: _____
Patricia Jackson, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

By: _____
Brad Dantzler, Mayor

Date: _____

ATTEST:

By: _____
Joy Townsend, Deputy City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

By: _____
Sam Pennant, Mayor

Date: _____

ATTEST:

By: _____
Deena Ware, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

TOWN COUNCIL OF THE
TOWN OF LAKE HAMILTON, FLORIDA

By: _____
Marlene M. Wagner, Mayor

Date: _____

ATTEST:

By: _____
Sara Irvine, Town Clerk

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

ATTEST:

POLK COUNTY, a political subdivision of
The State of Florida

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

By: _____
Melony M. Bell, Chairman

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.