

POLK CITY

City Commission Workshop (6 pm) City Commission Meeting (7 pm)

August 19, 2019

Polk City Government Center
123 Broadway Blvd., SE

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

ESTABLISHMENT OF A QUORUM

PRESENTATIONS AND RECOGNITIONS

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

AGENDA

1. **PUBLIC HEARING - ORDINANCE 2019-09** – An Ordinance of the City Commission of Polk City, Florida; ratifying Ordinance No 2018-03, which voluntarily annexed certain property into the corporate limits of Polk City, Florida, pursuant to Section 171.044, Florida Statutes; redefining the boundary lines of the municipality to include said property; providing for publication of notice of the proposed annexation and filing of a certified copy of this Ordinance with the Clerk of the Circuit Court in and for Polk County and with the Department of State; providing an effective date, **Second and Final Reading**
2. **PUBLIC HEARING–ORDINANCE 2019-06** - An Ordinance of Polk City, Florida, amending the Polk City Comprehensive Plan, Revising the Future Land Use Element to add the Future Land Use Designation of Mixed Use; and transmitting said Amendment to the Florida Department of Economic Opportunity for Finding of Compliance; Providing for Severability; Providing for Conflict; and Providing for an Effective Date. **First Reading**
3. **PUBLIC HEARING–ORDINANCE 2019-07** - An Ordinance of Polk City, Florida amending the Polk City Land Development Code, amending Article 2, regulations for specific districts, including adding a new Zoning District as Section 2.04.02.17 MU Mixed Use District; Providing for Applicability; Repealer; Severability; and an Effective Date. **First Reading**

4. **Financial Reporting Officer/Comptroller Services Agreement – George Cotellis, Jr.**
5. **Purchase and Sale Agreement - Tennis Court Property by Jacobs Water Plant**
6. **Approval of Final Plat Fountain Park Phase 3**

CITY MANAGER ITEMS

CITY ATTORNEY ITEMS

COMMISSIONER ITEMS

Vice Mayor Kimsey
Commissioner Blethen
Commissioner Carroll
Commissioner Harper
Mayor LaCascia

ANNOUNCEMENTS

ADJOURNMENT

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.

CONSENT AGENDA

August 19, 2019

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 – July 15, 2019 – City Commission Workshop
2. Accept minutes – July 15, 2019 – City Commission Meeting
3. Accept minutes – July 29, 2019 – Special City Commission Workshop
4. Accept minutes – July 29, 2019 – Special City Commission Meeting
5. Accept minutes – August 12, 2019 – Special City Commission Meeting

B. REPORTS

1. Building Permits Report – July 2019
2. Code Enforcement Report – July 2019
3. Financial Report – July 2019
4. Library Report – July 2019
5. Polk County Fire Rescue – July 2019
6. Polk Sheriff's Report – July 2019
7. Public Works Report – July 2019

C. OTHER

**City Commission Meeting
August 19, 2019**

CONSENT AGENDA ITEM: Accept minutes for:

1. Accept minutes – July 15, 2019 – City Commission Workshop
2. Accept minutes – July 15, 2019 – City Commission Meeting
3. Accept minutes – July 29, 2019 – Special City Commission Workshop
4. Accept minutes – July 29, 2019 – Special City Commission Meeting
5. Accept minutes – August 12, 2019 – Special City Commission Meeting

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE: Minutes attached for review and approval

ATTACHMENTS:

1. Accept minutes – July 15, 2019 – City Commission Workshop
2. Accept minutes – July 15, 2019 – City Commission Meeting
3. Accept minutes – July 29, 2019 – Special City Commission Workshop
4. Accept minutes – July 29, 2019 – Special City Commission Meeting
5. Accept minutes – August 12, 2019 – Special City Commission Meeting

ANALYSIS: N/A

STAFF RECOMMENDATION: Approval of Minutes

SPECIAL CITY COMMISSION MINUTES

July 29, 2019

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

Commissioner Randy Carroll gave the invocation.

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

ROLL CALL – Assistant to the City Manager Sheandolen Dunn

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

ORDER OF BUSINESS

RESOLUTION 2019-04 – A RESOLUTION OF THE CITY COMMISSION OF POLK CITY, FLORIDA; SUPPORTING THE DESIGNATION OF INTERSTATE 4 BETWEEN MILE MARKERS 36 AND 44 AS "TROOPER JOHN C. HAGERTY MEMORIAL HIGHWAY"; PROVIDING AN EFFECTIVE DATE.

Mayor LaCascia read the Resolution by title only. **Motion by Commissioner Carroll** to adopt Resolution 2019-04; this motion was seconded by Commissioner Harper.

Motion carried unanimously by Voice Vote.

Florida Highway Patrol Lt. Chris Miller accepted the Resolution.

PUBLIC HEARING-ORDINANCE 2019-05 - AN ORDINANCE OF POLK CITY, FLORIDA, AMENDING THE OFFICIAL POLK CITY ZONING MAP TO CHANGE THE ZONING ON APPROXIMATELY 132.14 ACRES LOCATED ON THE NORTH SIDE OF MT. OLIVE ROAD, EAST OF SR 33, EAST OF GOLDEN GATE BOULEVARD FROM RESIDENTIAL LOW-4X TO PLANNED UNIT DEVELOPMENT-X IN THE GREEN SWAMP AREA OF CRITICAL STATE CONCERN TO ALLOW FOR 400 SINGLE FAMILY DETACHED HOMES (PARCEL NUMBERS: 25-27-06-000000-021020; 25-27-06-000000-021010; 25-27-06-000000-021030; 25-27-05-000000-043010; AND 25-27-05-000000-043020); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. **Second and Final Reading**

City Attorney Cloud read the Ordinance by title only.

Commissioner Blethen inquired with Robert Holston (Developer) about when the final

plans will be submitted?

Robert Holston (Developer) responded in approximately 60 days.

Mayor LaCascia opened the Public Hearing.

Bill Kuhn (406 Meandering Way) inquired about the reason for Special Meetings.

City Manager Jackson explained this is not an uncommon practice. All information is advertised appropriately. The City Commission decides whether or not there is a need for a Special Meeting.

Mayor LaCascia closed the Public Hearing.

Mayor LaCascia read Item #13 in which a sentence was added since the First Reading.

Motion by Vice Mayor Kimsey to approve Ordinance 2019-05 on Second and Final Reading; this motion was seconded by Commissioner Harper.

Motion carried unanimously by Voice Vote.

PUBLIC HEARING-ORDINANCE 2019-08 - AN ORDINANCE OF POLK CITY, FLORIDA; AMENDING THE POLK CITY CODE OF ORDINANCES AND THE UNIFIED LAND DEVELOPMENT CODE OF POLK CITY, FLORIDA; AMENDING SECTION 3.10.00, DEVELOPMENT STANDARDS FOR CONDITIONAL USES; AMENDING ARTICLE 7, DEVELOPMENT APPROVAL PROCESS, TO ADD A NEW SECTION 7.12.00, CONDITIONAL USE PERMIT; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. **Second and Final Reading**

City Attorney Cloud read the Ordinance by title only. Mayor LaCascia opened the Public Hearing; hearing no one for or against this Ordinance, Mayor LaCascia closed the Public Hearing.

Motion by Vice Mayor Kimsey to approve Ordinance 2019-08 on Second and Final Reading; this motion was seconded by Commissioner Harper.

Roll Call Vote: Commissioner Harper—aye, Commissioner Blethen—aye,
Commissioner Carroll – aye, Vice Mayor Kimsey – aye, Mayor
LaCascia – aye

Motion carried unanimously.

ORDINANCE 2019-09 - AN ORDINANCE OF THE CITY COMMISSION OF POLK CITY, FLORIDA; RATIFYING ORDINANCE NO. 2018-03, WHICH VOLUNTARILY ANNEXED CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF POLK CITY,

FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARY LINES OF THE MUNICIPALITY TO INCLUDE SAID PROPERTY; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING AN EFFECTIVE DATE. First Reading

City Attorney Cloud read the Ordinance by title only. Mayor LaCascia opened the Public Hearing; hearing no one for or against this Ordinance, Mayor LaCascia closed the Public Hearing.

Motion by Vice Mayor Kimsey to approve Ordinance 2019-09 on First Reading; this motion was seconded by Commissioner Harper.

Roll Call Vote: Commissioner Harper—aye, Commissioner Blethen—aye, Commissioner Carroll – aye, Vice Mayor Kimsey – aye, Mayor LaCascia – aye

Motion carried unanimously.

RESOLUTION 2019-03 - A RESOLUTION OF THE CITY COMMISSION OF POLK CITY, FLORIDA; APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR A SPECIAL EVENTS FACILITY ON APPROXIMATELY 2.5 ACRES AT 545 ORANGE BOULEVARD (PARCEL ID 25-26-33-296500-045020); PROVIDING CONDITIONS OF APPROVAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Cloud read the Resolution by title only. Mayor LaCascia opened the Public Hearing; hearing no comments for or against the Resolution, Mayor LaCascia closed the Public Hearing.

Motion by Vice Mayor Kimsey to adopt Resolution 2019-03; this motion was seconded by Commissioner Harper.

Commissioner Blethen inquired about the type of special events being planned.

Gary HoShing (property owner) stated events such as small weddings, yoga classes, graduation celebrations.

City Attorney Cloud reiterated this permit expires in 2022.

Motion unanimously approved by Voice Vote.

CITY MANAGER ITEMS

Florida League of Cities – Will be held August 15-17, 2019 in Orlando.

TECO/Lakeland Electric/Polk City Ribbon Cutting – Wednesday, August 7, 2019 at 10 am. Lunch will be held at the Bronson Center.

CITY ATTORNEY ITEMS - None

COMMISSIONER ITEMS

Vice Mayor Kimsey – Nothing.

Commissioner Blethen – Battery Backup for City Power outage.

Commissioner Harper – Suggested new time/day for workshops prior to Regular City Commission Meetings. This would be more advantageous for the residents.

Mayor LaCascia does not agree with another day.

Vice Mayor Kimsey will go with the majority.

Commissioner Carroll can meet at 6:30 pm.

Commissioner Carroll – Discussed Oak Trees being cut down in Polk City.

City Manager Jackson stated there is no permit requirement for cutting down trees.

ANNOUNCEMENTS - None

ADJOURNMENT – 7:35 pm

Patricia Jackson, City Manager

Joe LaCascia, Mayor

SPECIAL CITY COMMISSION WORKSHOP MINUTES

July 29, 2019

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

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

ROLL CALL – Assistant to the City Manager Sheandolen Dunn

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

ORDER OF BUSINESS

Agenda Review - City Commission Meeting – July 29, 2019

Mayor LaCascia stated the purpose of the Workshop is to discuss items being presented on the 7pm Regular Meeting Agenda and address any questions or concerns and ultimately be able to proceed in a more efficient manner at the Regular Meeting.

PUBLIC HEARING - ORDINANCE 2019-05 - AN ORDINANCE OF POLK CITY, FLORIDA, AMENDING THE OFFICIAL POLK CITY ZONING MAP TO CHANGE THE ZONING ON APPROXIMATELY 132.14 ACRES LOCATED ON THE NORTH SIDE OF MT. OLIVE ROAD, EAST OF SR 33, EAST OF GOLDEN GATE BOULEVARD FROM RESIDENTIAL LOW-4X TO PLANNED UNIT DEVELOPMENT-X IN THE GREEN SWAMP AREA OF CRITICAL STATE CONCERN TO ALLOW FOR 400 SINGLE FAMILY DETACHED HOMES (PARCEL NUMBERS: 25-27-06-000000-021020; 25-27-06-000000-021010; 25-27-06-000000-021030; 25-27-05-000000-043010; AND 25-27-05-000000-043020); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Kimsey suggested adopting this Ordinance at the Regular Meeting on Second and Final Meeting. All Commissioners concurred.

PUBLIC HEARING - ORDINANCE 2019-08 - AN ORDINANCE OF POLK CITY, FLORIDA; AMENDING THE POLK CITY CODE OF ORDINANCES AND THE UNIFIED LAND DEVELOPMENT CODE OF POLK CITY, FLORIDA; AMENDING SECTION 3.10.00, DEVELOPMENT STANDARDS FOR CONDITIONAL USES; AMENDING ARTICLE 7, DEVELOPMENT APPROVAL PROCESS, TO ADD A NEW SECTION 7.12.00, CONDITIONAL USE PERMIT; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Kimsey suggested adopting this Ordinance at the Regular Meeting on Second and Final Meeting. All Commissioners concurred.

ORDINANCE 2019-09 - AN ORDINANCE OF THE CITY COMMISSION OF POLK CITY, FLORIDA; RATIFYING ORDINANCE NO. 2018-03, WHICH VOLUNTARILY ANNEXED CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF POLK CITY, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARY LINES OF THE MUNICIPALITY TO INCLUDE SAID PROPERTY; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING AN EFFECTIVE DATE.

City Manager Jackson stated this is a voluntary annexation from 2018 for abstract properties to include meets and bounds.

City Attorney Cloud stated this Ordinance will expand the legal description.

City Commissioners are in agreement with this Ordinance

RESOLUTION 2019-03 - A RESOLUTION OF THE CITY COMMISSION OF POLK CITY, FLORIDA; APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR A SPECIAL EVENTS FACILITY ON APPROXIMATELY 2.5 ACRES AT 545 ORANGE BOULEVARD (PARCEL ID 25-26-33-296500-045020); PROVIDING CONDITIONS OF APPROVAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Mayor LaCascia explained this is the HoShing property. Jennifer Codo-Salisbury was available to address any questions or concerns. There were none.

City Attorney Cloud provided a thorough explanation as to how this Resolution came about and how it works.

RESOLUTION 2019-04 – A RESOLUTION OF THE CITY COMMISSION OF POLK CITY, FLORIDA; SUPPORTING THE DESIGNATION OF INTERSTATE 4 BETWEEN MILE MARKERS 36 AND 44 AS "TROOPER JOHN C. HAGERTY MEMORIAL HIGHWAY"; PROVIDING AN EFFECTIVE DATE.

Mayor LaCascia briefly discussed this Resolution and a FHP Representative would be present to accept this Resolution.

ADJOURNMENT – 6:10 pm

Patricia Jackson, City Manager

Joe LaCascia, Mayor

SPECIAL CITY COMMISSION MINUTES

August 12, 2019

Mayor Joe LaCascia called the meeting to order at 6:30 p.m.

Commissioner Randy Carroll gave the invocation.

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

ROLL CALL – Assistant to the City Manager Sheandolen Dunn

Present: Mayor Joe LaCascia, Vice Mayor Don Kimsey, Commissioner Randy Carroll, Commissioner Mike Blethen, Commissioner Wayne Harper and City Manager Patricia Jackson

Absent: City Attorney Thomas Cloud

ORDER OF BUSINESS

Change Order for Reuse Project #WW531402

Gerry Hartman provided a brief overview about the Change Order #2 for the Reuse Project #WW531402. Change Order #1 decreased the bid price to the current \$726,000. Change Order #2 takes the price back up \$100,000 due to sod, 4/1 slopes, banks, valleys opened up, specs to be redressed. Need to sod the banks and there are huge drop offs in certain areas. The borings that were done did not reflect the lenses that were found. This will stabilize the washouts. You cannot anticipate everything, but when items are added, they must be paid for. The piping is almost complete. We are holding the \$84,000 contingency. As of now, this project is approximately 83% complete.

Motion by Vice Mayor Kimsey to approve the Change Order #2 for Reuse Project #WW531402; this motion was seconded by Commissioner Harper.

Roll Call Vote: Commissioner Carroll–nay, Commissioner Blethen–nay, Commissioner Harper–aye, Mayor LaCascia–aye, Vice Mayor Kimsey–aye

Motion carried 3/2.

CITY MANAGER ITEMS

FY 2019/20 Budget – Will be in your mailboxes on Tuesday, August 13, 2019.
Rollback Rate – 6.6487.

Florida League of Cities Conference – City Manager Jackson and Commissioner Blethen will be attending the remainder of this week.

COMMISSIONER ITEMS

Vice Mayor Kimsey – Nothing
Commissioner Blethen – Nothing
Commissioner Harper – Nothing
Commissioner Carroll – Nothing
Mayor LaCascia – Nothing

ANNOUNCEMENTS - None

ADJOURNMENT – 6:50 pm

Patricia Jackson, City Manager

Joe LaCascia, Mayor

CITY COMMISSION MINUTES

July 15, 2019

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

Pastor Walter Lawlor gave the invocation.

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

ROLL CALL – Assistant to the City Manager Sheandolen Dunn

Present: Mayor Joe LaCascia, Vice Mayor Don Kimsey, Commissioner Mike Blethen, Commissioner Randy Carroll, Commissioner Wayne Harper, Attorney Thomas Wilkes and City Manager Patricia Jackson

Absent: City Attorney Thomas Cloud

APPROVE CONSENT AGENDA

Motion by Commissioner Harper to approve the Consent Agenda; this motion was seconded by Vice Mayor Kimsey. **Unanimously approved by voice vote.**

PRESENTATIONS AND RECOGNITIONS - None

PUBLIC COMMENT

Janice Heinrich (399 Motorcoach Drive South) Spoke in regards to District 1 in which Mayor LaCascia lives in.

City Manager Jackson responded the districting maps are correct and Mayor LaCascia does live in District 1.

ORDER OF BUSINESS

Public Hearing - Ordinance 2019-05

An Ordinance of Polk City, Florida, amending the official Polk City Zoning Map to change the zoning on approximately 132.14 acres locate on the north side of Mt. Olive Road, East of SR 33, east of Golden Gate Boulevard from Residential Low-4X to Planned Unit Development-X in the Green Swamp Area of Critical State Concern to allow for 400 single family detached homes (Parcel number: 25-27-06-000000-021020; 25-27-06-000000-021010; 25-27-06-000000-021030; 25-27-05-000000-043010; and 25-27-05-000000-043020); transmitting said amendment to the Florida Department of

Economic Opportunity for finding of Compliance; Providing for Severability; Providing for Conflict; and Providing for An Effective Date. **First Reading**

Attorney Wilkes read this Ordinance by title only. Mayor LaCascia opened the Public Hearing.

Robert Holston (Developer) provided a thorough presentation regarding this project.

Jeff Schmucker provided a brief overview of this zoning amendment. Also addressed any questions or concerns from the City Commission and the Public.

Bill Kuhn (406 Meandering Way) many of his questions were answered in the presentation from Jeff Schmucker (CFRPC) and Robert Holston (Developer). However, he also spoke in regards to safety issues for the children; discussed buffers and security and asked the developer to consider installing a wall between MOSN and The Landings at Mt. Olive.

Janice Heinrich (399 Motorcoach Drive South) Questioned current ownership of the property.

Mr. Holston provided a thorough explanation of the property purchase. There is an agreement in place with the current owners (Arnwine)

Mayor LaCascia closed the Public Hearing.

Vice Mayor Kimsey stated Polk City is faced with a dilemma – either 540 homes or 400 homes. Also concerned with one way in and one way out of the subdivision.

Mayor LaCascia responded this kind of subdivision is not uncommon.

Commissioner Harper – is in agreement with this change.

Commissioner Blethen discussed Silver Star Conservation. Install a buffer in the next piece of property.

Mayor LaCascia responded the sprayfield is not affected. Buffering is not required for that.

Motion by Commissioner Harper to approve Ordinance 2019-05 on First Reading; this motion was seconded by Commissioner Carroll.

Roll Call Vote: Commissioner Harper-aye, Commissioner Carroll-aye, Mayor LaCascia-aye, Vice Mayor Kimsey-aye, Commissioner Blethen-aye

Motion carried unanimously.

Polk Regional Water Cooperative – First Amendment to the Combined Project Implementation Agreement

City Manager Jackson and Mayor LaCascia discussed on March 16, 2017, the Polk Regional Water Cooperative approved the Combined Projects Implementation Agreement (Agreement) following approval by 15 of the 16 member governments. The purpose of the Agreement was to implement the approved water projects (combined projects) of the PRWC as outlined by the Interlocal Agreement that established the Cooperative.

The Agreement provides general summaries of the candidate projects which are the Peace Creek Integrated Water Supply Project, the Southeast Wellfield, and the West Polk County Lower Floridan Aquifer Wellfield. It also governs the overall development, implementation, funding and operation of the Combined Projects.

The litigation settlement agreement that was recently approved by the Board of Directors and by several of the individual member governments has presented the opportunity to elevate a nominated project to the status of approved project. The Peace River/Land Use Transition Treatment Facility project was provided for consideration, at the January 16, 2019 Board of Directors meeting, to be elevated from a nominated to approved project and be included in the Combined Projects through the attached First Amendment to the Combined Projects Implementation Agreement.

The Peace River/Land Use Transition Treatment Facility project includes the construction of a surface water intake, treatment facility, storage facilities and transmission lines along the Peace River and transition of existing agricultural and/or mining withdrawals to public supply. It is estimated that approximately 30 MGD of surface water can be withdrawn from the Peace River and 6 MGD of groundwater will be made available as a result of land use transitions over a 50-year period. In the Phase 2 Implementation Agreement Engineer's Report dated April 30, 2017, it was estimated that the construction cost for this project would be \$150,232,900 which anticipated that 5 MGD would be available from the Peace River, the actual construction costs will likely be larger, but the unit cost of water from this project should be less than originally estimated.

The scope of work / contract with Team One (Carollo Engineers) will come before the PRWC BOD for consideration at an upcoming meeting. There will be no increase in the Phase 1 fiscal cost for the addition of this project.
Agreement info here

After lengthy discussion there was a **Motion by Vice Mayor Kimsey** to approve the PRWC First Amendment to the Combined Project Implementation Agreement; this motion was seconded by Commissioner Harper.

Motion carried unanimously by Voice Vote.

CITY MANAGER ITEMS

Special City Commission Meeting on July 22, 2019 for Ordinance 2019-08 (Conditional uses) First Reading.

Special City Commission Meeting on July 29, 2019 for Ordinance 2019-08 (Conditional uses) Second and Final Reading.

Jacobs Water Plant Tank – Will be going out for bid to have tanks replaced.

FY 2019/20 Budget – Will be based on rollback rate of 6.6487 millage. State has not come out with their estimates just yet. Budget will be complete once estimates come in. The current millage is 7.25.

TECO/Lakeland Electric and Polk City - Ribbon cutting is being planned. No date yet. Will keep you posted on finalized details.

Florida League of Cities Conference – August 15-17, 2019 – Orlando World Center Marriott. City Manager Jackson and Commissioner Blethen will be attending.

CITY ATTORNEY ITEMS – Attorney Wilkes was glad to fill in for Attorney Cloud.

COMMISSIONER ITEMS

Vice Mayor Kimsey – Delaying the vote is to the City's advantage.

Commissioner Harper – Thanked everyone for coming and encouraged them to come again.

Commissioner Blethen – Thanked everyone for coming.

Commissioner Carroll – Thanked everyone for coming and their comments. Great things are coming to Polk City.

Mayor LaCascia – Discussed Fountain Park Water Rate issues need to be dealt with individually. Several residents came forth and were instructed to call City Manager Jackson as soon as possible to work towards a resolution. Thanked everyone for coming. Stressed the importance of the Commission doing what's right and best for Polk City.

ANNOUNCEMENTS - None

ADJOURNMENT – 8:25 pm

Patricia Jackson, City Manager

Joe LaCascia, Mayor

CONSENT AGENDA
July 15, 2019

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A. CITY CLERK

1. Accept minutes – May 28, 2019 Special City Commission Meeting
2. Accept minutes – June 17, 2019 City Commission Workshop
3. Accept minutes – June 17, 2019 Regular City Commission Meeting

B. REPORTS

1. Building Permits Report – May/June 2019
2. Code Enforcement Report – June 2019
3. Financial Report – June 2019
4. Library Report – June 2019
5. Polk County Fire Rescue Report – June 2019
6. Polk Sheriff's Report – June 2019
7. Public Works Report – June 2019
8. Utilities Report – June 2019

C. OTHER

CITY COMMISSION WORKSHOP MINUTES

July 15, 2019

Vice Mayor Kimsey called the Workshop to order at 6:00 p.m.

Those present recited the Pledge of Allegiance led by Vice Mayor Don Kimsey.

Present: Mayor Joe LaCascia (6:15 pm), Vice Mayor Don Kimsey, Commissioner Mike Blethen, Commissioner Randy Carroll, Commissioner Wayne Harper, Attorney Thomas Wilkes and City Manager Patricia Jackson

Absent: City Attorney Thomas Cloud

ORDER OF BUSINESS

Agenda Review - City Commission Meeting – July 15, 2019

Mayor LaCascia stated the purpose of the Workshop is to discuss items being presented on the 7pm Regular Meeting Agenda and address any questions or concerns and ultimately be able to proceed in a more efficient manner at the Regular Meeting.

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Commissioner Blethen spoke in regards to road size and daily access. Pleased with Robert Holston's thorough explanation and presentation of The Landings at Mount Olive.

Commissioner Carroll also expressed concern about traffic. However, once this project is complete, it will be nice.

Commissioner Harper is pleased with the project.

Vice Mayor Kimsey discussed five (5) foot setbacks on the forty (40) foot lots.

Mayor LaCascia reiterated the principle concern is traffic.

After reviewing an updated site plan for Holly Cove and lengthy discussion, the recommendation at 7 pm would be to hear full presentations from Jeff Schmucker, CFRPC and Robert Holston (Developer) in an effort to move forward voting on First Reading.

Polk Regional Water Cooperative – First Amendment to the Combined Project Implementation Agreement

City Manager Jackson stated on March 16, 2017, the Polk Regional Water Cooperative approved the Combined Projects Implementation Agreement (Agreement) following approval by 15 of the 16 member governments. The purpose of the Agreement was to implement the approved water projects (combined projects) of the PRWC as outlined by the Interlocal Agreement that established the Cooperative.

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The scope of work/contract with Team One (Carollo Engineers) will come before the PRWC BOD for consideration at an upcoming meeting. There will be no increase in the Phase 1 fiscal cost for the addition of this project.

ADJOURNMENT – 6:45 pm

Patricia Jackson, City Manager

Joe LaCascia, Mayor

**City Commission Meeting
August 19, 2019**

CONSENT AGENDA ITEM: Department Monthly Reports

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE: Department Reports attached for review and approval.

ATTACHMENTS:

Monthly Department Reports for:

1. Building Permits Report – July 2019
2. Code Enforcement Report – July 2019
3. Financial Report – July 2019
4. Library Report – July 2019
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6. Polk Sheriff's Report – July 2019
7. Public Works Report – July 2019

ANALYSIS:

STAFF RECOMMENDATION: Approval of Department Reports via Consent Agenda

Polk City Permits Added
From: 07/01/19 To: 08/31/2019

DEMO

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2019-10148	317 RUBENS CIR, POLK CITY, FL 33868	1,500.00	07/25/2019
Subtotal:		\$1,500.00	

ELECTRICAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2019-9979	106 LAYNEWADE RD, POLK CITY, FL 33868	1,800.00	07/23/2019
Subtotal:		\$1,800.00	

RE-ROOF

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2019-10108	111 W PALMETTO LN, POLK CITY, FL 33868	3,500.00	07/24/2019
BT-2019-9241	504 ROSEWOOD LN, POLK CITY, FL 33868	5,500.00	07/09/2019
BT-2019-9361	505 ORANGE BLVD, POLK CITY, FL 33868	2,600.00	07/11/2019
Subtotal:		\$11,600.00	

RESIDENTIAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BR-2019-6148	117 BAYBERRY DR, POLK CITY, FL 33868	8,000.00	07/10/2019
BR-2019-6224	505 ORANGE BLVD, POLK CITY, FL 33868	5,400.00	07/10/2019
BR-2019-6352	462 MARKLEN LOOP, POLK CITY, FL 33868	2,400.00	07/15/2019
BR-2019-6414	715 4TH ST, POLK CITY, FL 33868	4,500.00	07/16/2019
BR-2019-6417	557 HOMECOMING WAY, POLK CITY, FL 33868	200,000.00	07/11/2019
BR-2019-6443	715 4TH ST, POLK CITY, FL 33868	4,500.00	07/17/2019
BR-2019-6564	8515 RINDGE RD, POLK CITY, FL 33868	108,900.00	07/22/2019
Subtotal:		\$333,700.00	
Grand Total:		\$348,600.00	

27 SFR to Date

Code Enforcement Report

JULY 2019

DATE	ADDRESS	VIOLATION	STATUS
7/1/2019	CITRUS GROVE N	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
7/1/2019	505 ASHLEY	COMPLIED PERMIT ISSUED	C/O
7/2/2019	CITY WIDE	SNIPE SIGN	REMOVED 11 SIGNS
7/3/2019	420 BASCOM CT	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
7/3/2019	OFFICE	MET WITH CITIZEN IN OFFICE TO HELP WITH PROPERTY QUESTIONS	MEETING
7/3/2019	559 MARKLEN LOOP	ANIMAL VIOLATION CHICKENS	LETTER SENT
7/3/2019	MADE AFFIDAVITS OF POSTING	AFFIDAVITS	PAPERWORK
7/5/2019	0 2ND ST	BUILDING W/O PERMIT	POSTED
7/9/2019	580 MARKLEN LOOP	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
7/9/2019	OFFICE	RETURNED CALLS	SPOKE W 3 LEFT MESSAGE FOR 1
7/9/2019	CITY / COUNTY RIGHT OF WAY SIGNS	SNIPE SIGN	REMOVED 4 SIGNS
7/9/2019	164 SUNSHINE BLVD	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
7/3/2019	734 1ST ST	STILL IN VIOLATION	POSTED PROPERTY
7/9/2019	717 3RD ST	RE INSPECTED TO FIND PROPERTY COMPLIED	C/O
7/9/2019	7811 BERKLEY RD	RE INSPECTED TO FIND PROPERTY COMPLIED	C/O
7/10/2019	0 2ND ST	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
7/11/2019	734 1ST ST	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
7/16/2019	420 BASCOM CT	BUILDING WITHOUT PERMIT	LETTER SENT
7/16/2019	349 HONEYBEE LN	OVERGROWTH	SENT LETTER

7/11/2019	525 COMMONWEALTH	OVERGROWTH	SENT LETTER
7/17/2019	COMM CHAMBERS SPECIAL MAGISTRATE	STARTED AT 4PM	PRESENTED CASES
7/17/2019	0 COMMONWEALTH (PROPERTY FRONTS ON 1ST STREET)	VIOLATION STILL EXISTS	POSTED
7/18/2019	559 MARKLEN LOOP	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
7/18/2019	525 COMMONWEALTH	HAD A CALL TO REINSPECT AND FOUND IT IN COMPLIANCE	C/O
7/20/2019	349 HONEYBEE LN	HAD A CALL TO REINSPECT AND FOUND IT IN COMPLIANCE	C/O
7/22/2019	197 SUNSHINE BLVD	FOUND IN VIOLATION	LETTER SENT
7/22/2019	213 HONEYBEE LN	FOUND IN VIOLATION DA/V J&D , LIVING IN AN RV	LETTER SENT
7/22/2019	348 MARKLEN LOOP	INSPECTED TO FIND VIOLATIONS J/D AND DA/V	LETTER SENT
7/23/2019	121 COMMONWEALTH	FOUND IN VIOLATION	LETTER SENT 2ND NOTICE
7/23/2019	121 COMMONWEALTH	VIOLATION BUILDING WITHOUT A PERMIT	LETTER SENT
7/23/2019	143 HONEYBEE	FOUND IN VIOLATION	LETTER SENT
7/23/2019	449 HONEYBEE	FOUND IN VIOLATION	LETTER SENT
7/23/2019	636 3RD ST	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
7/24/2019	624 CITRUS GROVE	FOUND IN VIOLATION	LETTER SENT
7/24/2019	322 BROADWAY BLVD	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
7/24/2019	0 COMMONWEALTH (PROPERTY FRONTS ON 1ST STREET)	INSPECTED COMPLIED	C/O
7/24/2019	111 PALMEETTO	VIOLATION STILL EXISTS	POSTED
7/30/2019	348 MARKLEN LOOP	HAD A CALL TO REINSPECT AND FOUND IT IN COMPLIANCE	C/O
7/30/2019	CITY WIDE	SNIPES SIGN	38 SIGNS
7/30/2019	417 1ST ST	FOUND IN VIOLATION	LETTER SENT

7/30/2019	111 PALMEETTO	RE INSPECTED TO FIND VIOLATIONS CORRECTED PERMIT ISSUED	C/O
7/30/2019	302 BROADWAY BLVD	FOUND IN VIOLATION	LETTER SENT
7/30/2019	WATERVIEW	CALLED ROADMAINT AUB. ON RIGHT-OF -WAY MAINT.	THEY WENT TO LOOK AND THEY DO NOT CLEAN THE VEGITATION
7/31/2019	FEED STORE	MET WITH MR. FUSSELL	DISCUSSED BOTH CASES
7/31/2019	370 BAYBERRY	RE INSPECTED TO FIND STILL IN VIOLATION NO PERMIT ISSUED	POSTED
7/31/2019	MT OLIVE N	MET WITH HOA REP	FENCE CLEANING
7/31/2019	182 SUNSHINE BLVD	FOUND IN VIOLATION	LETTER SENT

POLK CITY
Simple Balance Sheet

For Fiscal Year: 2019 thru Fiscal Month: Jul, for Fund: 01

Account Number	Account Title	Ending Bal	Net Amount
01-101-100	Cash - Checking	1,986,928.93	
01-101-800	Cash - GF Police Public Safety Impact Fees	136,752.71	
01-101-801	Cash - GF Fire Public Safety Impact Fees	96,240.46	
01-101-802	Cash - GF Recreation Impact Fees	288,124.16	
01-101-803	Cash - GF Gen Gov't Facilities Impact Fees	255,613.00	
01-101-930	Restricted Cash - Reclass	2,000.00-	
01-101-990	Van Fleet Cycling Challenge	859.09	
01-101-999	Restricted Class - Reclass	2,000.00	
01-102-100	Cash on Hand	575.00	
01-115-100	Accounts Receivable - Utilities	4,249.63	
01-115-110	Accounts Receivable - NSF	50.00-	
01-115-120	Accounts Receivable - Local Bus Licenses	7,100.00	
01-115-130	Accounts Receivable - Readiness to Serve	2,476.98	
01-115-200	Accounts Receivable - Year End	93,927.42-	
01-117-100	Allowance for Bad Debt	8,857.17-	
01-117-200	Allowance for Uncollectible A/R	2,476.98-	
01-133-100	Due From Other Governmental Units	86,142.26	
01-133-101	Due from Others (Franchise & Public Serv. Tax)	7,282.75	
01-153-302	Restricted Cash - New Local Opt Gas Tax	98,740.06	
01-153-303	Restricted Cash - Building and Codes	2,000.00	
01-160-902	Reserve Account	177,764.59	
01-160-903	Reserve Acct - Emergencies & Contingency	62,924.00	
	** TOTAL ASSET**		3,108,462.05
01-202-100	Accounts Payable	686.25-	
01-202-900	Customer Deposits	3,685.00	
01-208-200	Due to BCAIB - Builder's Surcharge	6.00	
01-208-300	Due to County - Impact Fees	289.00	
01-208-310	Due to DCA - Bldg Permit Surcharge	153.10	
01-208-320	Due to Dept of Business - License Fees	61.88	
01-208-330	Due to PCSO - Police Education Revenue	231.88	
01-217-200	Accrued Sales Tax	91.34	
01-218-050	Payroll Liabilities	87.80	
01-218-100	Payroll Taxes Payable	7,429.95	
01-218-200	FRS Retirement Payable	6,517.58	
01-218-310	Long Term Disability Payable	738.36	
01-218-320	Supplemental Insurance Payable	670.75	
01-218-327	CHL- Child Support	267.70-	
01-218-400	Dental Plan Payable	3,325.31	
01-218-410	Vision Plan Payable	407.03	
01-218-700	ICMA-RC	20.00-	
	** TOTAL LIABILITY**		22,721.03
01-243-100	Encumbrances Placed	1,128.08	
01-245-100	Reserved for Encumbrances	1,128.08-	
	** TOTAL ENCUMBRANCE**		0.00
01-271-100	Fund Balance Unreserved	2,690,162.64	
	** TOTAL EQUITY**		2,690,162.64
	** TOTAL REVENUE**		2,118,104.93
	** TOTAL EXPENSE**		1,722,526.55
	TOTAL LIABILITY AND EQUITY		3,108,462.05

GENERAL FUND REVENUES
83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L ACCOUNT	DESCRIPTION	2018 PRIOR YR REVENUE	2019 ANTICIPATED REVENUE	ADJ ANTICIPATED	2019 CURRENT REVENUE	2019 YTD REVENUE	2019 (EXCESS)/DEFICIT	PERCENTAGE REALIZED
01-311-100	Ad Valorem Taxes	589,295.94	735,076.00	735,076.00	1,294.87	692,881.51	42,194.49	94.26 %
01-312-300	9th Cent Gas Tax	14,594.37	14,500.00	14,500.00	1,267.73	10,099.60	4,400.40	69.65 %
01-312-400	Local Option Gas Tax	81,004.82	82,534.00	82,534.00	7,185.05	63,267.36	19,266.64	76.66 %
01-312-410	New Local Option Gas Tax	50,528.73	50,775.00	50,775.00	4,786.38	40,514.06	10,260.94	79.79 %
01-314-100	Electric - Utility Tax	102,386.61	86,200.00	86,200.00	11,464.72	83,206.67	2,993.33	96.53 %
01-314-300	Water - Utility Tax	57,257.65	54,630.00	54,630.00	0.00	42,621.85	12,008.15	78.02 %
01-314-301	Water - Utility Tax - Readiness to Se	0.00	200.00	200.00	0.00	0.00	200.00	0.00 %
01-314-400	Gas - Utility Tax	5,226.08	4,100.00	4,100.00	602.44	6,348.49	(2,248.49)	154.84 %
01-315-100	Communications Services Tax	208,573.77	206,035.00	206,035.00	17,589.25	164,073.37	41,961.63	79.63 %
01-316-100	Local Business Licenses	33,082.22	7,800.00	7,800.00	0.00	17,255.59	(9,455.59)	221.23 %
01-316-102	County Business Tax	0.00	0.00	0.00	9.27	9.27	(9.27)	0.00 %
01-322-100	Building Permits	175,413.07	100,000.00	100,000.00	3,570.50	37,905.27	62,094.73	37.91 %
01-322-101	Bldg Permit - Plan Checking	102,905.22	47,747.00	47,747.00	1,599.00	17,949.44	29,797.56	37.59 %
01-322-102	Bldg Permit - Admin Fee	5,078.00	2,000.00	2,000.00	280.00	4,660.00	(2,660.00)	233.00 %
01-322-103	Bldg Permit - Electrical	16,770.00	12,000.00	12,000.00	575.00	8,320.00	3,680.00	69.33 %
01-322-104	Bldg Permit - Plumbing	14,788.00	12,000.00	12,000.00	575.00	7,575.00	4,425.00	63.13 %
01-322-105	Bldg Permit - Mechanical	14,900.00	12,000.00	12,000.00	325.00	8,225.00	3,775.00	68.54 %
01-322-107	Bldg Permit - Cert of Occupancy	3,185.00	390.00	390.00	90.00	2,940.00	(2,550.00)	753.85 %
01-322-108	Bldg Permit - Inspections	139,603.65	150,000.00	150,000.00	19,802.20	120,029.55	29,970.45	80.02 %
01-322-109	Bldg Permit - Demolition	0.00	0.00	0.00	0.00	57.50	(57.50)	0.00 %
01-323-100	Electric	68,314.25	58,732.00	58,732.00	15,373.17	41,902.26	16,829.74	71.34 %
01-323-300	Solid Waste	30,157.38	31,050.00	31,050.00	0.00	18,000.00	13,050.00	57.97 %
01-324-100	Police - Public Safety Impact Fee	62,564.03	66,434.00	66,434.00	644.99	26,444.59	39,989.41	39.81 %
01-324-110	Fire/Rescue - Public Safety Impact Fe	33,475.67	35,546.00	35,546.00	345.11	14,149.51	21,396.49	39.81 %
01-324-310	Transportation Impact Fee	0.00	0.00	0.00	(995.10)	(995.10)	995.10	0.00 %
01-324-610	Parks & Recreation Impact Fee	100,895.52	107,136.00	107,136.00	1,040.16	41,606.40	65,529.60	38.84 %
01-324-710	Public Facilities Impact Fee	169,556.97	180,045.00	180,045.00	1,748.01	71,668.41	108,376.59	39.81 %
01-329-220	Site Plan Reviews	1,600.00	0.00	0.00	0.00	9,285.00	(9,285.00)	0.00 %
01-331-400	FEMA Federal Reimb. - Irma 2017	0.00	0.00	0.00	0.00	60,999.44	(60,999.44)	0.00 %
01-331-510	CDBG	15,860.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-334-201	Justice Assistance Grant (JAG)	0.00	5,113.00	5,113.00	0.00	0.00	5,113.00	0.00 %
01-334-400	FEMA State Reimb. - Irma 2017	0.00	0.00	0.00	0.00	1,250.00	(1,250.00)	0.00 %
01-334-910	DEO GRANT	61,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
01-335-120	MRS - State Sales Tax	57,403.00	57,580.00	57,580.00	4,833.26	47,720.99	9,859.01	82.88 %
01-335-122	SRS - 8th Cent. Motor Fuel Tax	17,888.27	17,260.00	17,260.00	1,487.93	14,691.09	2,568.91	85.12 %
01-335-123	MRS - Municipal Fuel Tax	16.21	8.00	8.00	5.06	49.95	(41.95)	624.38 %
01-335-140	Mobile Home License	5,485.35	4,800.00	4,800.00	533.00	5,203.55	(403.55)	108.41 %
01-335-150	Alcoholic Beverage License	1,125.71	1,125.00	1,125.00	0.00	1,027.82	97.18	91.36 %
01-335-180	Half-Cent Sales Tax	107,782.73	114,645.00	114,645.00	10,257.23	91,832.01	22,812.99	80.10 %

GENERAL FUND REVENUES
 83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L ACCOUNT	DESCRIPTION	2018 PRIOR YR REVENUE	2019 ANTICIPATED REVENUE	ADJ ANTICIPATED	2019 CURRENT REVENUE	2019 YTD REVENUE	2019 (EXCESS)/DEFICIT	PERCENTAGE REALIZED
01-337-100	Library Coop Funding	31,990.11	31,990.00	31,990.00	0.00	33,876.08	(1,886.08)	105.90 %
01-340-400	Solid Waste	280,018.50	281,000.00	281,000.00	26,388.31	226,491.12	54,508.88	80.60 %
01-340-700	Stormwater Utility Fees	23,879.67	24,922.00	24,922.00	2,683.91	23,333.94	1,588.06	93.63 %
01-340-900	Notary Fees	25.00	0.00	0.00	35.00	150.00	(150.00)	0.00 %
01-344-900	FDOT Maintenance Agreement	16,303.82	16,303.00	16,303.00	0.00	12,227.86	4,075.14	75.00 %
01-347-100	Library Income	8,394.78	6,000.00	6,000.00	603.90	6,188.49	(188.49)	103.14 %
01-351-200	Fines, Penalties, and Forfeitures	7,305.73	2,000.00	2,000.00	552.79	7,338.94	(5,338.94)	366.95 %
01-359-100	Other Fines and/or Forfeitures	0.00	0.00	0.00	57.50	57.50	(57.50)	0.00 %
01-359-300	Late Fees	466.75	200.00	200.00	10.50	214.00	(14.00)	107.00 %
01-361-100	Interest Income	390.85	200.00	200.00	50.53	983.21	(783.21)	491.61 %
01-362-100	Activity Center Rentals	2,300.00	1,500.00	1,500.00	0.00	2,750.00	(1,250.00)	183.33 %
01-362-200	Donald Bronson Community Center Renta	4,000.00	2,500.00	2,500.00	850.00	6,800.00	(4,300.00)	272.00 %
01-365-100	Sales of Surplus Property	3,586.39	500.00	500.00	0.00	111.10	388.90	22.22 %
01-366-100	Private Donations	0.00	0.00	0.00	0.00	740.00	(740.00)	0.00 %
01-366-101	Private Donations - Christmas	1,800.00	1,000.00	1,000.00	0.00	2,000.00	(1,000.00)	200.00 %
01-366-102	Private Donations - Halloween	1,450.00	200.00	200.00	0.00	1,000.00	(800.00)	500.00 %
01-366-104	Private Donations - Music Festival	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-366-110	Private Donations - Library	836.00	500.00	500.00	0.00	7,145.00	(6,645.00)	1429.00 %
01-369-100	Misc. Income	5,549.12	300.00	300.00	0.00	91.20	208.80	30.40 %
01-369-101	Misc Income - Copies and Faxes	53.50	0.00	0.00	0.00	104.00	(104.00)	0.00 %
01-369-102	Misc Income - Collection Allowance	17,854.83	5,000.00	5,000.00	510.24	6,841.69	(1,841.69)	136.83 %
01-369-120	Misc Income - Christmas	160.00	100.00	100.00	20.00	180.00	(80.00)	180.00 %
01-369-130	Misc Income - Halloween	140.00	100.00	100.00	20.00	260.00	(160.00)	260.00 %
01-369-400	Insurance Proceeds	4,451.63	0.00	0.00	0.00	2,214.91	(2,214.91)	0.00 %
01-369-401	Insurance - Claims	0.00	0.00	0.00	0.00	2,265.16	(2,265.16)	0.00 %
01-369-500	Refund of State Gas Tax	489.56	200.00	200.00	0.00	759.03	(559.03)	379.52 %
01-381-400	Transfer From Enterprise Fund	183,591.50	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
01-381-900	Cash Carry Forward	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
01-387-100	Loan Proceeds	1,389,020.56	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTALS		4,331,776.52	2,782,476.00	2,782,476.00	138,071.91	2,116,898.68	665,577.32	76.08 %

POLK CITY
 JULY 2019 MONTHLY FINANCIALS

General Fund Expenditures
 83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
LEGISLATIVE								
01-511-120	Regular Salary - Wages - Legislative	5,415.00	5,415.00	5,415.00	900.00	5,163.60	251.40	95.36 %
01-511-160	Bonuses and Gift Certificates - Legis	2,165.66	2,500.00	2,500.00	0.00	2,165.65	334.35	86.63 %
01-511-210	Fica Taxes - Legislative	579.92	1,020.00	1,020.00	68.83	560.64	459.36	54.96 %
01-511-240	Worker's Compensation - Legislative	15.20	16.00	16.00	0.00	11.00	5.00	68.75 %
01-511-400	Travel and Training - Legislative	2,305.49	5,500.00	5,500.00	1,686.88	5,034.30	465.70	91.53 %
01-511-470	Printing and Reproduction - Legislati	0.00	500.00	500.00	0.00	54.69	445.31	10.94 %
01-511-480	Promo Activities & Legal Ads - Legisl	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-511-490	Other Current Charges - Legislative	171.28	2,500.00	2,500.00	0.00	150.00	2,350.00	6.00 %
01-511-510	Office Supplies - Legislative	0.00	400.00	400.00	0.00	108.04	291.96	27.01 %
01-511-520	Operating Supplies - Legislative	0.00	1,000.00	1,000.00	0.00	618.46	381.54	61.85 %
01-511-540	Books, Pub., Sub., & Memberships - Le	2,041.00	6,000.00	6,000.00	0.00	3,420.00	2,580.00	57.00 %
DEPARTMENT TOTAL		12,693.55	26,851.00	26,851.00	2,655.71	17,286.38	9,564.62	64.38 %
=====								
EXECUTIVE								
01-512-120	Regular Salary - Wages - Executive	128,486.14	136,760.00	136,760.00	10,520.08	107,567.78	29,192.22	78.65 %
01-512-130	Other Salaries and Wages - Executive	4,707.81	4,800.00	4,800.00	369.24	3,877.02	922.98	80.77 %
01-512-160	Bonuses and Gift Certificates - Execu	15,538.72	22,750.00	22,750.00	0.00	21,056.34	1,693.66	92.56 %
01-512-210	Fica Taxes - Executive	11,092.93	14,600.00	14,600.00	820.12	10,155.73	4,444.27	69.56 %
01-512-220	Retirement Contribution - Executive	22,476.63	25,100.00	25,100.00	2,024.44	20,225.89	4,874.11	80.58 %
01-512-230	Life & Health Insurance - Executive	16,930.03	18,489.00	18,489.00	1,540.74	14,761.78	3,727.22	79.84 %
01-512-240	Worker's Compensation - Executive	233.41	315.00	315.00	0.00	194.00	121.00	61.59 %
01-512-310	Professional Services - Executive	0.00	300.00	300.00	0.00	32.00	268.00	10.67 %
01-512-400	Travel and Training - Executive	1,983.13	3,500.00	3,500.00	1,706.15	4,174.50	(674.50)	119.27 %
01-512-410	Communication Services - Executive	1,278.40	680.00	680.00	62.14	614.61	65.39	90.38 %
01-512-470	Printing and Reproduction - Executive	54.69	200.00	200.00	0.00	0.00	200.00	0.00 %
01-512-480	Promo Activities & Legal Ads - Execut	0.00	800.00	800.00	0.00	0.00	800.00	0.00 %
01-512-490	Other Current Charges - Executive	1,494.42	2,500.00	2,500.00	0.00	2,780.48	(280.48)	111.22 %
01-512-510	Office Supplies - Executive	463.67	900.00	900.00	80.08	179.43	720.57	19.94 %
01-512-520	Operating Supplies - Executive	137.36	500.00	500.00	80.00	1,361.70	(861.70)	272.34 %
01-512-540	Books, Pub., Sub., & Memberships - Ex	1,204.65	2,000.00	2,000.00	54.55	859.35	1,140.65	42.97 %
01-512-640	Machinery & Equipment - Executive	2,719.97	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		208,801.96	234,194.00	234,194.00	17,257.54	187,840.61	46,353.39	80.21 %

General Fund Expenditures
83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
CITY CLERK								
01-513-310	Professional Services - City Clerk	373.00	1,000.00	1,000.00	0.00	120.00	880.00	12.00 %
01-513-400	Travel and Training - City Clerk	1,333.50	3,000.00	3,000.00	746.00	2,467.10	532.90	82.24 %
01-513-460	Repairs and Maintenance - City Clerk	0.00	0.00	0.00	0.00	160.00	(160.00)	0.00 %
01-513-470	Printing and Reproduction - City Cler	1,583.90	4,000.00	4,000.00	0.00	2,564.06	1,435.94	64.10 %
01-513-480	Promo Activities & Legal Ads - City C	1,210.16	0.00	0.00	0.00	0.00	0.00	0.00 %
01-513-490	Other Current Charges - City Clerk	1,880.80	1,500.00	1,500.00	0.00	7,580.01	(6,080.01)	505.33 %
01-513-492	Recording & Other Fees - City Clerk	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-513-510	Office Supplies - City Clerk	307.00	700.00	700.00	0.00	0.00	700.00	0.00 %
01-513-520	Operating Supplies - City Clerk	0.00	800.00	800.00	0.00	307.95	492.05	38.49 %
01-513-540	Books, Pub., Sub., & Memberships - Ci	175.00	500.00	500.00	0.00	253.00	247.00	50.60 %
DEPARTMENT TOTAL		6,863.36	13,000.00	13,000.00	746.00	13,452.12	(452.12)	103.48 %
LEGAL COUNSEL								
01-514-310	Professional Services - Legal Counsel	42,952.86	60,000.00	60,000.00	3,316.47	31,691.92	28,308.08	52.82 %
01-514-480	Promo Activities & Legal Ads - Legal	8,588.77	7,500.00	7,500.00	1,037.28	9,571.03	(2,071.03)	127.61 %
DEPARTMENT TOTAL		51,541.63	67,500.00	67,500.00	4,353.75	41,262.95	26,237.05	61.13 %
COMPREHENSIVE PLANNING								
01-515-310	Professional Services - Comp Planning	74,875.00	22,000.00	22,000.00	6,250.00	30,625.00	(8,625.00)	139.20 %
01-515-312	Professional Services-Other- Comp Pla	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	100.00 %
01-515-320	DEO - Grants	0.00	25,000.00	25,000.00	16,000.00	30,000.00	(5,000.00)	120.00 %
DEPARTMENT TOTAL		74,875.00	50,000.00	50,000.00	22,250.00	63,625.00	(13,625.00)	127.25 %

General Fund Expenditures
 83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
FINANCE AND ACCOUNTING								
01-516-120	Regular Salary - Wages - Fin & Acctng	66,123.78	78,915.00	78,915.00	5,741.96	58,733.36	20,181.64	74.43 %
01-516-140	Overtime - Fin & Acctng	0.00	495.00	495.00	0.00	0.00	495.00	0.00 %
01-516-210	Fica Taxes - Fin & Acctng	4,642.87	6,075.00	6,075.00	409.37	4,282.00	1,793.00	70.49 %
01-516-220	Retirement Contribution - Fin & Acctn	5,173.42	6,559.00	6,559.00	486.34	4,974.61	1,584.39	75.84 %
01-516-230	Life & Health Insurance - Fin & Acctn	8,615.29	18,201.00	18,201.00	1,516.76	15,251.64	2,949.36	83.80 %
01-516-240	Worker's Compensation - Fin & Acctng	122.40	183.00	183.00	0.00	124.00	59.00	67.76 %
01-516-310	Professional Services - Fin & Acctng	0.00	0.00	0.00	1,500.00	1,500.00	(1,500.00)	0.00 %
01-516-400	Travel and Training - Fin & Acctng	44.19	3,000.00	3,000.00	0.00	2,003.39	996.61	66.78 %
01-516-410	Communication Services - Fin & Acctng	0.00	0.00	0.00	64.14	454.44	(454.44)	0.00 %
01-516-420	Education Reimbursement - Fin & Acctn	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-516-470	Printing and Reproduction - Fin & Acc	237.46	700.00	700.00	0.00	320.61	379.39	45.80 %
01-516-510	Office Supplies - Fin & Acctng	742.71	1,400.00	1,400.00	134.97	287.61	1,112.39	20.54 %
01-516-520	Operating Supplies - Fin & Acctng	180.92	2,500.00	2,500.00	6.29	2,947.21	(447.21)	117.89 %
01-516-540	Books, Pub., Sub., & Memberships - Fi	35.00	250.00	250.00	25.43	463.74	(213.74)	185.50 %
01-516-640	Machinery & Equipment - Fin & Acctng	1,099.99	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		90,518.03	118,278.00	118,278.00	9,885.26	91,342.61	26,935.39	77.23 %
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DEBT SERVICE								
01-517-710	Principal - CB&T Debt Service Pmts	46,613.43	74,088.00	74,088.00	6,305.96	61,899.63	12,188.37	83.55 %
01-517-711	Principal - USDA Pay Off	1,371,789.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-517-720	Interest - CB&T Debt Service Pmts	33,260.25	45,722.00	45,722.00	3,678.25	37,942.40	7,779.60	82.98 %
01-517-721	Interest - USDA Pay Off	17,231.56	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		1,468,894.24	119,810.00	119,810.00	9,984.21	99,842.03	19,967.97	83.33 %
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LAW ENFORCEMENT								
01-521-305	Contract Labor - Law Enf	97,363.00	99,310.00	99,310.00	24,827.50	99,374.00	(64.00)	100.06 %
01-521-310	Professional Services - Law Enf	0.00	28,288.00	28,288.00	3,264.00	22,904.00	5,384.00	80.97 %
01-521-460	Repairs and Maintenance - Law Enf	598.95	300.00	300.00	0.00	0.00	300.00	0.00 %
01-521-510	Office Supplies - Law Enf	168.00	100.00	100.00	0.00	0.00	100.00	0.00 %

General Fund Expenditures
83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
01-521-520	Operating Supplies - Law Enf	0.00	100.00	100.00	0.00	0.00	100.00	0.00 %
01-521-649	Machinery & Equip - JAG Grant - Law E	0.00	5,113.00	5,113.00	0.00	0.00	5,113.00	0.00 %
DEPARTMENT TOTAL		98,129.95	133,211.00	133,211.00	28,091.50	122,278.00	10,933.00	91.79 %
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BUILDING AND ZONING								
01-524-120	Regular Salary - Wages - Bldg & Zonin	46,975.41	82,243.00	82,243.00	6,327.02	64,184.81	18,058.19	78.04 %
01-524-140	Overtime - Bldg & Zoning	0.00	433.00	433.00	0.00	314.13	118.87	72.55 %
01-524-210	Fica Taxes - Bldg & Zoning	3,419.14	6,325.00	6,325.00	470.40	4,862.44	1,462.56	76.88 %
01-524-220	Retirement Contribution - Bldg & Zoni	3,679.53	4,312.00	4,312.00	535.90	5,415.59	(1,103.59)	125.59 %
01-524-230	Life & Health Insurance - Bldg & Zoni	8,415.06	18,244.00	18,244.00	1,520.37	14,526.82	3,717.18	79.63 %
01-524-240	Worker's Compensation - Bldg & Zoning	1,121.16	1,266.00	1,266.00	0.00	912.00	354.00	72.04 %
01-524-310	Professional Services - Bldg & Zoning	159,662.55	150,000.00	150,000.00	19,970.46	138,376.81	11,623.19	92.25 %
01-524-311	Engineering Services - Bldg & Zoning	440.15	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-524-400	Travel and Training - Bldg & Zoning	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-524-410	Communication Services - Bldg & Zonin	46.45	0.00	0.00	0.00	0.00	0.00	0.00 %
01-524-510	Office Supplies - Bldg & Zoning	229.29	400.00	400.00	147.20	277.93	122.07	69.48 %
01-524-520	Operating Supplies - Bldg & Zoning	417.04	350.00	350.00	0.00	1,884.82	(1,534.82)	538.52 %
01-524-540	Books, Pub., Sub., & Memberships - Bl	0.00	0.00	0.00	76.78	196.70	(196.70)	0.00 %
01-524-640	Machinery & Equipment - Bldg & Zoning	2,499.99	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		226,905.77	265,073.00	265,073.00	29,048.13	230,952.05	34,120.95	87.13 %
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CODE ENFORCEMENT								
01-529-120	Regular Salary - Wages - Code Enf	0.00	22,824.00	22,824.00	1,813.50	16,393.50	6,430.50	71.83 %
01-529-210	Fica Taxes - Code Enf	0.00	1,746.00	1,746.00	134.88	1,225.15	520.85	70.17 %
01-529-220	Retirement Contribution - Code Enf	0.00	1,885.00	1,885.00	153.60	1,357.91	527.09	72.04 %
01-529-230	Life & Health Insurance - Code Enf	0.00	243.00	243.00	742.23	5,195.61	(4,952.61)	2138.11 %
01-529-240	Worker's Compensation - Code Enf	0.00	523.00	523.00	0.00	372.00	151.00	71.13 %
01-529-310	Professional Services - Code Enf	0.00	2,500.00	2,500.00	1,000.00	3,000.00	(500.00)	120.00 %
01-529-400	Travel and Training - Code Enf	0.00	500.00	500.00	0.00	1,030.86	(530.86)	206.17 %
01-529-410	Communication Services - Code Enf	0.00	0.00	0.00	56.14	446.44	(446.44)	0.00 %
01-529-464	Vehicle Fuel - Code Enf	0.00	400.00	400.00	0.00	0.00	400.00	0.00 %

General Fund Expenditures
 83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
01-529-470	Printing and Reproduction - Code Enf	0.00	500.00	500.00	0.00	330.69	169.31	66.14 %
01-529-480	Promo Activities & Legal Ads - Code E	0.00	300.00	300.00	0.00	0.00	300.00	0.00 %
01-529-492	Recording & Other Fees	0.00	100.00	100.00	0.00	0.00	100.00	0.00 %
01-529-510	Office Supplies - Code Enf	0.00	600.00	600.00	59.42	161.27	438.73	26.88 %
01-529-520	Operating Supplies - Code Enf	0.00	400.00	400.00	27.55	1,611.39	(1,211.39)	402.85 %
DEPARTMENT TOTAL		0.00	32,521.00	32,521.00	3,987.32	31,124.82	1,396.18	95.71 %
REFUSE/SANITATION								
01-534-341	Refuse Disposal - Residential - Refus	141,971.04	157,930.00	157,930.00	13,989.70	119,524.04	38,405.96	75.68 %
01-534-342	Refuse Disposal - Commercial - Refuse	72,039.20	80,440.00	80,440.00	14,930.57	78,193.22	2,246.78	97.21 %
DEPARTMENT TOTAL		214,010.24	238,370.00	238,370.00	28,920.27	197,717.26	40,652.74	82.95 %
STORMWATER								
01-538-310	PROFESSIONAL SERVICES - STORMWATER	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-538-315	Inmate Labor - Stormwater	5,749.68	0.00	0.00	0.00	0.00	0.00	0.00 %
01-538-400	Travel and Training - Stormwater	1,377.41	2,000.00	2,000.00	0.00	812.28	1,187.72	40.61 %
01-538-460	Repairs and Maintenance - Stormwater	16,627.51	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
01-538-492	Recording & Other Fees - Stormwater	0.00	500.00	500.00	0.00	100.00	400.00	20.00 %
01-538-540	Books, Pub., Sub., & Memberships - St	500.00	500.00	500.00	0.00	500.00	0.00	100.00 %
DEPARTMENT TOTAL		24,254.60	20,000.00	20,000.00	0.00	1,412.28	18,587.72	7.06 %
GENERAL GOV'T BUILDINGS								
01-539-310	Professional Services - Gen Gov't Bld	23,669.74	22,000.00	22,000.00	2,220.15	11,511.59	10,488.41	52.33 %
01-539-312	Professional Services - Other - Gen G	330.00	5,000.00	5,000.00	27.80	1,498.66	3,501.34	29.97 %
01-539-315	Inmate Labor - Gen Gov't Bldgs	5,749.68	0.00	0.00	0.00	0.00	0.00	0.00 %
01-539-411	City Hall - Communication - Gen Gov't	12,085.93	15,500.00	15,500.00	1,119.59	11,330.67	4,169.33	73.10 %
01-539-413	Public Works - Communication - Gen Go	1,400.11	2,000.00	2,000.00	169.79	1,527.27	(728.75)	76.36 %

POLK CITY
 JULY 2019 MONTHLY FINANCIALS

General Fund Expenditures
 83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L		2018	2019	2019	2019	2019	2019	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
01-539-414	Community Center-Communication-Gen Go	1,519.15	2,000.00	2,000.00	142.97	1,400.83	599.17	70.04 %
01-539-431	City Hall - Utilities - Gen Gov't Bld	17,869.70	25,000.00	25,000.00	1,667.75	13,229.52	11,770.48	52.92 %
01-539-432	Activity Center - Utilities - Gen Gov	2,307.70	3,000.00	3,000.00	251.21	3,087.15	(87.15)	102.91 %
01-539-433	Public Works - Utilities - Gen Gov't	2,306.72	3,000.00	3,000.00	245.63	1,746.99	1,253.01	58.23 %
01-539-434	Community Center-Utilities-Gen Gov't	4,272.30	5,000.00	5,000.00	616.43	3,890.22	1,109.78	77.80 %
01-539-440	Rentals and Leases - Gen Gov't Bldgs	5,044.15	5,000.00	5,000.00	1,609.41	6,879.69	(1,879.69)	137.59 %
01-539-461	City Hall - Repairs & Maint - Gen Gov	11,553.50	25,000.00	25,000.00	10.28	5,518.65	19,481.35	22.07 %
01-539-462	Activity Center - Repairs & Maint - G	17,203.32	1,500.00	1,500.00	0.00	322.92	1,177.08	21.53 %
01-539-463	Public Works I - Repairs & Maint - Ge	1,373.71	500.00	500.00	0.00	68.71	431.29	13.74 %
01-539-464	Community Center-Repairs & Maint-Gen	826.90	3,500.00	3,500.00	0.00	3,030.57	469.43	86.59 %
01-539-466	Public Works/Utilities Oper - Repairs	1,422.45	3,000.00	3,000.00	48.70	11,660.45	(8,660.45)	388.68 %
01-539-490	Other Current Charges - Gen Gov't Bld	0.00	0.00	0.00	0.00	65.00	(65.00)	0.00 %
01-539-510	Office Supplies - Gen Gov't Bldgs	495.20	600.00	600.00	0.00	107.37	492.63	17.90 %
01-539-521	City Hall - Operating Supplies - Gen	11,602.98	6,000.00	6,000.00	458.56	3,461.81	2,538.19	57.70 %
01-539-522	Activity Center - Operating Supplies	515.77	1,000.00	1,000.00	292.23	689.74	310.26	68.97 %
01-539-523	Public Works - Operating Supplies - G	67.98	0.00	0.00	62.92	62.92	(62.92)	0.00 %
01-539-524	Community Center-Operating Supplies-G	463.38	1,400.00	1,400.00	831.22	1,393.43	6.57	99.53 %
01-539-526	Public Works/Utilities Oper - Operati	1,051.12	1,400.00	1,400.00	387.13	953.11	446.89	68.08 %
01-539-631	City Hall - Improv. O/T Bldgs - Gen G	9,986.26	0.00	0.00	0.00	0.00	0.00	0.00 %
01-539-640	Public Works - Bldgs/Property - Gen G	326,092.84	0.00	0.00	0.00	0.00	0.00	0.00 %
01-539-642	Activity Center - Mach. & Equipment -	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		465,210.59	131,400.00	131,400.00	10,161.77	83,437.27	46,761.25	63.50 %
ROADS AND STREETS								
01-541-120	Regular Salary - Wages - Roads & Stre	156,300.67	181,296.00	181,296.00	11,476.92	134,961.59	46,334.41	74.44 %
01-541-140	Overtime - Roads & Streets	487.00	2,824.00	2,824.00	108.52	1,203.96	1,620.04	42.63 %
01-541-210	Fica Taxes - Roads & Streets	11,685.48	14,085.00	14,085.00	865.94	10,511.66	3,573.34	74.63 %
01-541-220	Retirement Contribution - Roads & Str	12,071.97	15,208.00	15,208.00	973.47	11,508.00	3,700.00	75.67 %
01-541-230	Life & Health Insurance - Roads & Str	27,717.55	26,037.00	26,037.00	3,419.75	32,300.22	(6,263.22)	124.06 %
01-541-240	Worker's Compensation - Roads & Stree	10,695.95	17,073.00	17,073.00	0.00	14,034.00	3,039.00	82.20 %
01-541-310	Professional Services - Roads & Stree	1,371.02	0.00	0.00	306.30	3,205.21	(3,205.21)	0.00 %
01-541-311	Engineering Services - Roads & Street	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-541-315	Inmate Labor - Roads & Streets	17,249.12	0.00	0.00	0.00	0.00	0.00	0.00 %
01-541-400	Travel and Training - Roads & Streets	15.00	2,500.00	2,500.00	284.44	284.44	2,215.56	11.38 %
01-541-410	Communication Services - Roads & Stre	2,616.35	3,500.00	3,500.00	0.00	2,105.13	1,394.87	60.15 %

General Fund Expenditures
83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L		2018	2019	2019	2019	2019	2019	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
01-541-430	Utilities - Roads & Streets	25,220.78	30,000.00	30,000.00	1,939.89	19,127.79	10,872.21	63.76 %
01-541-460	Repairs and Maintenance - Roads & Str	9,723.48	10,000.00	10,000.00	212.92	3,090.93	7,192.07	30.91 %
01-541-461	Repairs & Maintenance-Equipment - Roa	5,656.79	8,000.00	8,000.00	4,547.97	17,620.37	(9,620.37)	220.25 %
01-541-464	Vehicle Fuel - Roads & Streets	8,260.41	7,000.00	7,000.00	497.50	5,687.27	1,312.73	81.25 %
01-541-465	Vehicle Maintenance - Roads & Streets	5,163.24	7,000.00	7,000.00	269.33	3,308.36	3,691.64	47.26 %
01-541-466	Public Works/Utilities Facility - Rep	1,058.32	0.00	0.00	0.00	0.00	0.00	0.00 %
01-541-480	Promo Activities & Legal Ads - Roads	0.00	0.00	0.00	0.00	34.99	(34.99)	0.00 %
01-541-490	Other Current Charges - Roads & Stree	0.00	0.00	0.00	0.00	6.60	(6.60)	0.00 %
01-541-493	Equipment Rental - Roads & Streets	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-541-510	Office Supplies - Roads & Streets	846.77	1,000.00	1,000.00	183.14	490.88	360.25	49.09 %
01-541-520	Operating Supplies - Roads & Streets	7,232.03	10,000.00	10,000.00	382.38	4,807.54	5,192.46	48.08 %
01-541-524	Chemicals - Roads & Streets	0.00	1,000.00	1,000.00	0.00	141.98	858.02	14.20 %
01-541-525	Uniforms - Roads & Streets	358.65	0.00	0.00	0.00	0.00	0.00	0.00 %
01-541-530	Road Materials & Supplies - Roads & S	1,034.90	15,000.00	15,000.00	1,989.68	3,376.09	11,623.91	22.51 %
01-541-540	Books, Pub., Sub., & Memberships - Ro	420.44	500.00	500.00	29.98	164.89	335.11	32.98 %
01-541-620	Buildings - Roads & Streets	500.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-541-630	Improvements Other than Building - Ro	9,600.01	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00 %
01-541-640	Machinery & Equipment - Roads & Stree	20,697.08	30,000.00	30,000.00	0.00	9,061.76	20,938.24	30.21 %
DEPARTMENT TOTAL		335,983.01	539,023.00	539,023.00	27,488.13	277,033.66	262,123.47	51.40 %
LIBRARY								
01-571-120	Regular Salary - Wages - Library	53,011.22	76,245.00	76,245.00	5,929.60	59,522.35	16,722.65	78.07 %
01-571-140	Overtime - Library	240.29	917.00	917.00	0.00	297.12	619.88	32.40 %
01-571-210	Fica Taxes - Library	3,880.55	5,903.00	5,903.00	439.16	4,501.58	1,401.42	76.26 %
01-571-220	Retirement Contribution - Library	4,173.77	6,374.00	6,374.00	502.24	5,036.98	1,337.02	79.02 %
01-571-230	Life & Health Insurance - Library	16,581.91	18,377.00	18,377.00	1,520.98	14,536.43	3,840.57	79.10 %
01-571-240	Worker's Compensation - Library	79.65	177.00	177.00	0.00	0.00	177.00	0.00 %
01-571-310	Professional Services - Library	1,559.50	2,000.00	2,000.00	6.95	4,300.88	(2,300.88)	215.04 %
01-571-312	Professional Services - Other - Libra	1,700.00	2,500.00	2,500.00	(394.00)	1,752.50	747.50	70.10 %
01-571-400	Travel and Training - Library	175.00	700.00	700.00	0.00	194.75	505.25	27.82 %
01-571-410	Communication Services - Library	2,075.91	6,100.00	6,100.00	451.86	3,096.42	3,003.58	50.76 %
01-571-420	Education Reimbursement - Library	0.00	2,040.00	2,040.00	0.00	0.00	2,040.00	0.00 %
01-571-430	Utilities - Library	6,339.15	7,500.00	7,500.00	293.43	2,328.98	5,171.02	31.05 %
01-571-460	Repairs and Maintenance - Library	5,201.54	2,500.00	2,500.00	79.08	3,297.59	(797.59)	131.90 %
01-571-480	Promo Activities & Legal Ads - Librar	1,268.82	2,500.00	2,500.00	0.00	54.44	2,445.56	2.18 %

POLK CITY
JULY 2019 MONTHLY FINANCIALS

General Fund Expenditures
83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
01-571-510	Office Supplies - Library	1,142.42	1,300.00	1,300.00	119.20	286.80	952.47	22.06 %
01-571-520	Operating Supplies - Library	7,873.96	7,500.00	7,500.00	641.17	2,791.86	4,708.14	37.22 %
01-571-540	Books, Pub., Sub., & Memberships - Li	808.94	600.00	600.00	20.00	569.27	30.73	94.88 %
01-571-630	Improvements Other than Building - Li	2,775.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-571-660	Books, Pub.& Library Materials - Libr	12,423.07	16,000.00	16,000.00	1,702.56	12,665.51	3,334.49	79.16 %
DEPARTMENT TOTAL		121,310.70	159,233.00	159,233.00	11,312.23	115,233.46	43,938.81	72.37 %
=====								
PARKS								
01-572-310	Professional Services - Parks	806.00	0.00	0.00	62.00	808.00	(808.00)	0.00 %
01-572-315	Inmate Labor - Parks	5,749.72	0.00	0.00	0.00	0.00	0.00	0.00 %
01-572-400	Travel and Training - Parks	15.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-572-430	Utilities - Parks	17,676.88	23,000.00	23,000.00	557.75	5,857.01	17,142.99	25.47 %
01-572-460	Repairs and Maintenance - Parks	26,486.80	15,000.00	15,000.00	1,339.66	6,412.56	8,587.44	42.75 %
01-572-520	Operating Supplies - Parks	1,020.72	1,200.00	1,200.00	292.19	1,044.67	155.33	87.06 %
01-572-630	Improvements Other than Building - Pa	6,570.00	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		58,325.12	39,200.00	39,200.00	2,251.60	14,122.24	25,077.76	36.03 %
=====								
SPECIAL EVENTS								
01-574-310	Professional Services - Spec Events	888.00	2,000.00	2,000.00	0.00	680.00	1,320.00	34.00 %
01-574-440	Rentals and Leases - Spec Events	125.00	1,000.00	1,000.00	0.00	125.00	875.00	12.50 %
01-574-470	Printing and Reproduction - Spec Even	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-574-480	Promo Activities & Legal Ads - Spec E	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-574-520	Operating Supplies - Spec Events	5,066.80	7,500.00	7,500.00	79.99	8,643.06	(1,143.06)	115.24 %
DEPARTMENT TOTAL		6,079.80	13,000.00	13,000.00	79.99	9,448.06	3,551.94	72.68 %
=====								
NON-DEPARTMENTAL								
01-590-310	Professional Services - Non-Dept	3,495.61	25,000.00	25,000.00	1,407.50	7,762.16	17,237.84	31.05 %

General Fund Expenditures
83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
01-590-311	Engineering Services - Non-Dept	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
01-590-312	Professional Services - Other - Non-D	2,310.00	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
01-590-315	Inmate Labor - GF Non - Dept	0.00	28,749.00	28,749.00	0.00	28,748.50	0.50	100.00 %
01-590-320	Accounting and Auditing - Non-Dept	18,790.41	15,000.00	15,000.00	1,697.00	11,862.94	3,137.06	79.09 %
01-590-450	Liability Insurance - Non-Dept	37,729.00	39,900.00	39,900.00	0.00	65,121.50	(25,221.50)	163.21 %
01-590-464	Vehicle Fuel - Non- Departmental	436.25	400.00	400.00	44.75	352.02	47.98	88.01 %
01-590-465	Vehicle Maintenance - Non-Departmenta	21.24	500.00	500.00	0.00	17.13	482.87	3.43 %
01-590-510	Office Supplies - Non-Departmental	0.00	0.00	0.00	231.43	760.14	(760.14)	0.00 %
01-590-520	Operating Supplies - Non-Dept	248.65	1,000.00	1,000.00	128.21	2,135.73	(1,135.73)	213.57 %
01-590-521	Emergencies & Contingencies - Operati	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
01-590-525	Uniforms - Non Dept	0.00	4,000.00	4,000.00	164.88	2,652.18	1,347.82	66.30 %
01-590-528	Postage - Non-Dept	3,277.15	3,000.00	3,000.00	188.52	639.20	2,360.80	21.31 %
01-590-930	Transfer - Police Public Safety Impac	0.00	66,434.00	66,434.00	0.00	0.00	66,434.00	0.00 %
01-590-931	Transfer to Fire Public Safety Impact	0.00	35,546.00	35,546.00	0.00	0.00	35,546.00	0.00 %
01-590-932	Transfer - Parks & Rec Impact Reserve	0.00	107,136.00	107,136.00	0.00	0.00	107,136.00	0.00 %
01-590-933	Transfer -Public Facility Impact Rese	0.00	180,045.00	180,045.00	0.00	0.00	180,045.00	0.00 %
01-590-940	Reserves - Unrestricted Reserves - No	0.00	24,101.00	24,101.00	0.00	0.00	24,101.00	0.00 %
01-590-941	Reserves - Emergencies & Contingencie	363.92	0.00	0.00	0.00	(27.50)	27.50	0.00 %
01-590-991	Aids to Private Organizations - Non-D	742.00	2,000.00	2,000.00	0.00	2,340.00	(340.00)	117.00 %
01-590-992	Unemployment Claims - Non-Dept	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-590-994	Bank Fees - Non-Dept	7.50	0.00	0.00	0.00	0.00	0.00	0.00 %
01-590-996	Bad Debt - Non-Dept	(3,210.22)	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-590-999	Other - Non-Operating Charges - Non-D	20,480.02	5,500.00	5,500.00	39.41	2,751.75	2,748.25	50.03 %
DEPARTMENT TOTAL		84,691.53	581,811.00	581,811.00	3,901.70	125,115.75	456,695.25	21.50 %

General Fund Revenues Total	4,331,776.52	2,782,476.00	2,782,476.00	138,071.97	2,116,898.68	665,577.32	23.92%
General Fund Expenditures Total	-3,531,047.45	-2,782,476.00	-2,782,476.00	-212,375.11	-1,722,526.55	-1,048,820.37	37.69%
Total Revenue vs. Expenditures	800,729.07	0.00	0.00	-74,303.14	394,372.13	-383,243.05	

For Fiscal Year: 2019 thru Fiscal Month: Jul, for Fund: 05

Account Number	Account Title	Ending Bal	Net Amount
05-101-100	Cash - Checking	797,454.84	
05-101-710	Cash - Enterprise Fund Capital Imprvmnts	52,898.45	
05-101-800	Cash - Sewer Impact Fee Account	925,310.49	
05-101-900	Cash - Water Impact Fee Account	344,661.55	
05-101-913	DEP Loan - Sinking Fund	145,173.40	
05-101-915	Tax Exempt Leasing - Sinking Fund	66,540.28	
05-101-916	US Bank - Sink Fund	356,010.38	
05-101-917	US Bank - Renewal & Replacement Series	9,375.23	
05-101-920	Cash - Customer Deposits	323,555.31	
05-101-930	Restricted Cash - Reclass	784,452.47-	
05-101-934	Fifth Third Bank - Reserves	610,967.73	
05-101-935	Fifth Third Bank - Renewal & Replacement	150,000.00	
05-101-999	Restricted Class - Reclass	784,452.47	
05-115-100	Accounts Receivable - Utilities	61,946.81	
05-115-105	Accounts Receivable - Invoicing	505.68	
05-115-130	Accounts Receivable - Readiness to Serve	69,023.49	
05-117-100	Allowance for Bad Debt	42,672.50-	
05-117-200	Allowance for Uncollectible A/R	57,398.98-	
05-155-300	Prepaid Insurance - Deferred Bond Series 2017	43,322.15	
05-159-100	Deferred Outflows - Related to Pension	82,455.25	
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	
05-160-906	Reserve Acct - Cardinal Hill	25,000.00	
05-161-900	Fixed Assets - Land	2,730,735.50	
05-164-100	Utility Plant in Service	12,268,964.59	
05-164-900	Improvements Other than Buildings	33,331.74-	
05-164-910	Improvements Other than Buildings - MOSN	33,331.74	
05-165-900	Acc.Dep. - Improvements Other than Build	316,892.74-	
05-166-900	Equipment & Furniture	400,049.61	
05-167-900	Accumulated Depreciation - Equipment	3,519,580.52-	
05-169-900	CIP - Construction Costs	161,736.60	
	** TOTAL ASSET**		15,988,357.38
05-202-100	Accounts Payable	0.17	
05-202-900	Customer Deposits	307,359.36	
05-203-100	Accumulated Interest Payable	55,257.08	
05-203-600	SRF Loan WW51201P	2,182,029.05	
05-203-610	SRF Loan WW53140/SG531401 Effluent Disposal	160,000.00	
05-203-710	US Bank 2017 Bond Note	8,425,000.00	
05-203-750	Tax Exempt Leasing Loan	66,698.77	
05-203-910	Unamortized Bond Premiums - US Bank	699,050.30	
05-208-305	Taxes Payable	7,094.62	
05-225-100	Deferred Inflows - Related to Pension	15,306.77	
05-234-100	L-T-D - Current Portion	509,139.61	
05-234-901	Less: Current Portion of LTD	509,139.61-	
05-235-900	Net Pension Liability	151,555.85	
	** TOTAL LIABILITY**		12,069,351.97
05-243-100	Encumbrances Placed	2,145.50	
05-245-100	Reserved for Encumbrances	2,145.50-	
	** TOTAL ENCUMBRANCE**		0.00
05-250-100	Contributed Capital	598,715.40	
05-255-100	Change in Fund Balance	36,514.20	
05-271-100	Fund Balance Unreserved	2,156,834.47	

POLK CITY
 Simple Balance Sheet

For Fiscal Year: 2019 thru Fiscal Month: Jul, for Fund: 05

Account Number	Account Title	Ending Bal	Net Amount
05-271-200	Net Asset Adjustment Account	10,071.23-	
05-272-100	Retained Earnings	734,552.82	
	** TOTAL EQUITY**		3,516,545.66
	** TOTAL REVENUE**		2,177,545.11
	** TOTAL EXPENSE**		1,775,085.36
	TOTAL LIABILITY AND EQUITY		15,988,357.38

ENTERPRISE FUND REVENUE
 83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L ACCOUNT	DESCRIPTION	2018 PRIOR YR REVENUE	2019 ANTICIPATED REVENUE	ADJ ANTICIPATED	2019 CURRENT REVENUE	2019 YTD REVENUE	2019 (EXCESS)/DEFICIT	PERCENTAGE REALIZED
05-314-301	RTS - City 10% UTY T	0.00	0.00	0.00	20.50	2,112.49	(2,112.49)	0.00 %
05-324-210	Water Impact Fees	222,302.01	139,760.00	139,760.00	1,747.00	82,109.00	57,651.00	58.75 %
05-324-220	Sewer Impact Fees	616,545.00	353,200.00	353,200.00	4,415.00	203,090.00	150,110.00	57.50 %
05-325-111	Connection Fees - Water - Cash Basis	94,787.56	69,600.00	69,600.00	2,175.00	41,125.16	28,474.84	59.09 %
05-325-112	Connection Fees - Water - Accrual Bas	435.00	0.00	0.00	870.00	2,610.00	(2,610.00)	0.00 %
05-325-210	Readiness to Serve Charge - Sewer	29,599.10	28,696.00	28,696.00	416.41	30,892.30	(2,196.30)	107.65 %
05-325-211	Readiness to Serve Charge - Water	21,687.31	26,000.00	26,000.00	205.08	21,260.00	4,740.00	81.77 %
05-329-200	Other Lic./Fees/Permits	1,839.80	2,000.00	2,000.00	0.00	2,561.00	(561.00)	128.05 %
05-340-300	Water Utility Revenue	1,096,000.10	1,135,299.00	1,135,299.00	111,781.72	887,721.53	247,577.47	78.19 %
05-340-500	Sewer Utility Revenue	982,047.76	1,032,993.00	1,032,993.00	97,153.61	832,239.68	200,753.32	80.57 %
05-359-100	Other Fines and/or Forfeitures	20,095.50	20,000.00	20,000.00	2,665.00	23,805.00	(3,805.00)	119.03 %
05-359-200	Non Sufficient Funds	1,285.00	1,000.00	1,000.00	170.00	1,290.00	(290.00)	129.00 %
05-359-300	Late Fees	26,460.00	20,000.00	20,000.00	2,467.50	24,748.50	(4,748.50)	123.74 %
05-369-100	Misc. Income	9.67	0.00	0.00	0.00	14,957.00	(14,957.00)	0.00 %
05-369-401	Insurance - Claims	0.00	0.00	0.00	0.00	7,023.45	(7,023.45)	0.00 %
05-369-700	Misc Income - Reimbursement - Invoice	781.42	0.00	0.00	0.00	0.00	0.00	0.00 %
05-381-900	Cash Carry Forward	0.00	205,677.00	205,677.00	0.00	0.00	205,677.00	0.00 %
DEPARTMENT TOTALS		3,113,875.23	3,034,225.00	3,034,225.00	224,086.82	2,177,545.11	856,679.89	71.77 %

POLK CITY
 JULY 2019 MONTHLY FINANCALS

Enterprise Fund Expenditures
 83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L		2018	2019	2019	2019	2019	2019	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
	Water							
05-533-120	Regular Salary - Wages - Water Oper	99,153.31	187,341.00	187,341.00	14,649.16	136,229.93	51,111.07	72.72 %
05-533-140	Overtime - Water Oper	837.90	4,529.00	4,529.00	66.10	2,337.12	2,191.88	51.60 %
05-533-210	Fica Taxes - Water Oper	7,379.29	14,678.00	14,678.00	1,099.72	10,500.37	4,177.63	71.54 %
05-533-220	Retirement Contribution - Water Oper	37,216.19	15,848.00	15,848.00	1,245.41	11,830.68	4,017.32	74.65 %
05-533-230	Life & Health Insurance - Water Oper	25,356.43	49,859.00	49,859.00	4,169.42	36,598.11	13,260.89	73.40 %
05-533-240	Worker's Compensation - Water Oper	124.26	9,199.00	9,199.00	0.00	7,570.00	1,629.00	82.29 %
05-533-305	Contract Labor - Water Oper	59,148.75	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-310	Professional Services - Water Oper	61,472.16	20,000.00	20,000.00	943.02	26,034.51	(6,034.51)	130.17 %
05-533-311	Engineering Services - Water Oper	14,870.00	30,000.00	30,000.00	0.00	(1,558.00)	31,558.00	(5.19) %
05-533-312	Professional Services - Other - Water	3,441.17	20,000.00	20,000.00	1,730.13	3,396.79	16,603.21	16.98 %
05-533-313	Professional Services - Polk Regional	233.21	5,000.00	5,000.00	312.80	2,871.00	2,129.00	57.42 %
05-533-315	Inmate Labor - Water Oper	11,499.40	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-400	Travel and Training - Water Oper	280.00	500.00	500.00	398.50	797.57	(297.57)	159.51 %
05-533-410	Communication Services - Water Oper	2,826.49	3,500.00	3,500.00	316.29	3,572.54	(1,274.02)	102.07 %
05-533-430	Utilities - Water Oper	146.76	1,500.00	1,500.00	151.43	953.53	546.47	63.57 %
05-533-431	Mt. Olive WTP - Utilities - Water Ope	3,820.97	6,900.00	6,900.00	479.96	2,392.92	4,507.08	34.68 %
05-533-432	Commonwealth WTP - Utilities - Water	1,409.27	4,620.00	4,620.00	55.67	1,334.06	3,285.94	28.88 %
05-533-433	V.Matt Williams WTP - Utilities - Wat	10,271.92	12,000.00	12,000.00	946.93	10,941.27	1,058.73	91.18 %
05-533-460	Repairs and Maintenance - Water Oper	21,916.83	40,000.00	40,000.00	822.83	18,187.65	22,095.35	45.47 %
05-533-461	Mt. Olive WTP - Repairs and Maint - W	6,320.07	15,000.00	15,000.00	0.00	33,580.99	(18,580.99)	223.87 %
05-533-462	Commonwealth WTP - Repairs and Maint	6,560.56	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
05-533-463	V.Matt Williams WTP - Repairs and Mai	3,983.04	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
05-533-464	Vehicle Fuel - Water Oper	4,414.28	7,000.00	7,000.00	785.12	7,724.12	(724.12)	110.34 %
05-533-465	Vehicle Maintenance - Water Oper	12,559.15	8,000.00	8,000.00	0.00	11,136.92	(3,136.92)	139.21 %
05-533-466	Public Works/Utilities Facility - Rep	2,586.07	0.00	0.00	994.42	4,104.81	(4,104.81)	0.00 %
05-533-490	Other Current Charges - Water Oper	100.00	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-492	Recording & Other Fees - Water Oper	5,490.00	4,300.00	4,300.00	4,325.00	4,200.00	100.00	97.67 %
05-533-493	Equipment Rental - Water Oper	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
05-533-510	Office Supplies - Water Oper	567.87	1,000.00	1,000.00	74.73	194.90	650.83	19.49 %
05-533-520	Operating Supplies - Water Oper	14,215.85	30,000.00	30,000.00	3,502.17	21,164.51	8,835.49	70.55 %
05-533-521	Mt.Olive WTP - Operating Supplies - W	155.56	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-522	Commonwealth WTP - Operating Supplies	155.55	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-523	V.Matt Williams WTP - Operating Suppl	155.55	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-524	Chemicals - Water Oper	3,275.91	9,000.00	9,000.00	701.00	2,870.99	6,129.01	31.90 %
05-533-525	Uniforms - Water Oper	910.44	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-526	Meter Supplies - New Installs - Water	113,898.27	69,600.00	69,600.00	3,296.34	56,117.68	13,482.32	80.63 %
05-533-527	Meter Supplies - Repairs & Maintenanc	0.00	20,000.00	20,000.00	939.37	6,668.56	13,331.44	33.34 %

POLK CITY
JULY 2019 MONTHLY FINANCALS

Enterprise Fund Expenditures
83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L		2018	2019	2019	2019	2019	2019	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
05-533-540	Books, Pub., Sub., & Memberships - Wa	1,098.92	2,000.00	2,000.00	860.00	1,239.94	760.06	62.00 %
05-533-605	Depreciation Expense - Water Oper	115,680.80	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-630	Improvements Other than Building - Wa	0.00	0.00	0.00	0.00	22,275.35	(22,275.35)	0.00 %
05-533-640	Machinery & Equipment - Water Oper	0.00	30,000.00	30,000.00	0.00	32,567.60	(2,567.60)	108.56 %
05-533-641	Mt. Olive WTP - Machinery & Equipment	0.00	130,000.00	130,000.00	0.00	0.00	130,000.00	0.00 %
05-533-650	Construction In Progress - Water Oper	0.00	0.00	0.00	0.00	23,505.00	(23,505.00)	0.00 %
05-533-660	Other Capital Assets - Water Operatio	0.00	0.00	0.00	0.00	3,906.25	(3,906.25)	0.00 %
05-533-710	Principal - Water Oper	0.00	76,392.00	76,392.00	0.00	21,623.99	54,768.01	28.31 %
05-533-720	Interest - Water Oper	46,872.24	74,490.00	74,490.00	0.00	39,105.99	35,384.01	52.50 %
05-533-920	Transfer to General Fund - Water Oper	79,295.75	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-999	Other Non-Operating Charges - Water O	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		784,700.19	924,256.00	924,256.00	42,865.52	565,977.65	357,205.60	61.24 %
=====								
Sewer								
05-535-120	Regular Salary - Wages - Sewer Oper	84,565.66	115,606.00	115,606.00	9,377.14	84,697.64	30,908.36	73.26 %
05-535-130	Other Salaries and Wages - Sewer Oper	4.37	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-140	Overtime - Sewer Oper	923.00	3,109.00	3,109.00	353.38	2,315.06	793.94	74.46 %
05-535-210	Fica Taxes - Sewer Oper	6,009.12	9,082.00	9,082.00	733.40	6,696.95	2,385.05	73.74 %
05-535-220	Retirement Contribution - Sewer Oper	29,885.33	9,806.00	9,806.00	823.77	7,627.85	2,178.15	77.79 %
05-535-230	Life & Health Insurance - Sewer Oper	15,126.98	27,149.00	27,149.00	2,281.12	20,065.46	7,083.54	73.91 %
05-535-240	Worker's Compensation - Sewer Oper	0.00	9,794.00	9,794.00	0.00	3,694.00	6,100.00	37.72 %
05-535-305	Contract Labor - Sewer Oper	59,148.75	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-310	Professional Services - Sewer Oper	31,422.19	25,000.00	25,000.00	2,749.80	30,325.80	(5,325.80)	121.30 %
05-535-311	Engineering Services - Sewer Oper	18,070.00	20,000.00	20,000.00	0.00	(1,558.00)	21,558.00	(7.79) %
05-535-312	Professional Services - Other - Sewer	2,190.00	14,000.00	14,000.00	332.59	4,327.35	9,672.65	30.91 %
05-535-315	Inmate Labor - Sewer Oper	11,499.40	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-400	Travel and Training - Sewer Oper	1,686.96	2,500.00	2,500.00	272.50	1,852.65	647.35	74.11 %
05-535-410	Communication Services - Sewer Oper	2,659.79	3,500.00	3,500.00	340.83	2,872.10	(573.58)	82.06 %
05-535-411	Cardinal Hill WWTP - Comm Srvcs - Sew	1,396.78	1,500.00	1,500.00	131.72	975.47	524.53	65.03 %
05-535-412	Mt. Olive WWTP - Comm Srvcs - Sewer O	2,180.40	2,500.00	2,500.00	198.00	1,980.00	520.00	79.20 %
05-535-430	Utilities - Sewer Oper	15,610.94	7,000.00	7,000.00	427.03	5,208.65	1,791.35	74.41 %
05-535-431	Cardinal Hill WWTP - Utilities - Sewe	17,756.34	21,000.00	21,000.00	1,311.49	15,480.12	5,519.88	73.71 %
05-535-432	Mt. Olive WWTP - Utilities - Sewer Op	7,849.08	11,000.00	11,000.00	560.76	6,135.98	4,864.02	55.78 %
05-535-460	Repairs and Maintenance - Sewer Oper	96,540.19	90,000.00	90,000.00	3,855.80	44,704.24	45,578.76	49.67 %
05-535-461	Cardinal Hill - Repairs and Maint - S	52,129.78	90,000.00	90,000.00	0.00	4,887.70	85,112.30	5.43 %

POLK CITY
JULY 2019 MONTHLY FINANCALS

Enterprise Fund Expenditures
83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L		2018	2019	2019	2019	2019	2019	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
05-535-464	Vehicle Fuel - Sewer Oper	3,200.22	4,000.00	4,000.00	952.23	9,174.45	(5,174.45)	229.36 %
05-535-465	Vehicle Maintenance - Sewer Oper	12,490.89	8,000.00	8,000.00	55.90	12,344.23	(4,344.23)	154.30 %
05-535-466	Public Works/Utilities Facility - Rep	2,275.16	0.00	0.00	1,096.70	4,260.45	(4,260.45)	0.00 %
05-535-470	Printing and Reproduction - Sewer Ope	54.69	60.00	60.00	0.00	0.00	60.00	0.00 %
05-535-490	Other Current Charges - Sewer Oper	113.09	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-492	Recording & Other Fees - Sewer Oper	100.00	350.00	350.00	125.00	125.00	225.00	35.71 %
05-535-493	Equipment Rental - Sewer Oper	337.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
05-535-510	Office Supplies - Sewer Oper	412.13	1,000.00	1,000.00	88.00	205.25	640.48	20.53 %
05-535-520	Operating Supplies - Sewer Oper	12,246.40	8,000.00	8,000.00	2,273.14	8,085.86	(85.86)	101.07 %
05-535-521	Cardinal Hill WWTP - Operating Suppli	0.00	0.00	0.00	0.00	27.34	(27.34)	0.00 %
05-535-522	Cardinal Hill WWTP - Sludge Hauling	0.00	16,000.00	16,000.00	0.00	15,360.00	640.00	96.00 %
05-535-524	Chemicals - Sewer Oper	23,374.71	17,000.00	17,000.00	3,961.00	26,421.99	(9,421.99)	155.42 %
05-535-525	Uniforms - Sewer Oper	709.04	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-530	Road Materials & Supplies - Sewer Ope	0.00	1,000.00	1,000.00	0.00	27.74	972.26	2.77 %
05-535-540	Books, Pub., Sub., & Memberships - Se	469.57	1,000.00	1,000.00	300.00	404.94	595.06	40.49 %
05-535-605	Depreciation Expense - Sewer Oper	207,310.77	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-640	Machinery & Equipment - Sewer Oper	898.99	50,000.00	50,000.00	0.00	37,497.61	12,502.39	75.00 %
05-535-641	Cardinal Hill - Mach & Equip - Sewer	0.00	104,000.00	104,000.00	0.00	34,355.00	69,645.00	33.03 %
05-535-650	Construction In Progress - Sewer Oper	0.00	0.00	0.00	471,241.39	503,066.39	(503,066.39)	0.00 %
05-535-710	Principal - Sewer Oper	0.00	307,586.00	307,586.00	0.00	60,810.58	246,775.42	19.77 %
05-535-720	Interest - Sewer Oper	313,451.20	303,789.00	303,789.00	0.00	152,260.87	151,528.13	50.12 %
05-535-920	Transfer to General Fund - Sewer Oper	79,295.75	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		1,113,394.67	1,288,331.00	1,288,331.00	503,842.69	1,106,716.72	180,541.53	85.90 %
EF Non-Departmental								
05-590-310	Professional Services - Non-Dept	19,391.06	24,300.00	24,300.00	1,407.50	22,927.30	1,372.70	94.35 %
05-590-312	Professional Services - Other - Non-D	8,240.00	18,500.00	18,500.00	0.00	0.00	18,500.00	0.00 %
05-590-315	Inmate Labor - EF Non - Dept	0.00	28,749.00	28,749.00	0.00	28,748.50	0.50	100.00 %
05-590-320	Accounting and Auditing - Non-Dept	33,055.84	27,306.00	27,306.00	598.00	15,455.81	11,850.19	56.60 %
05-590-440	Rentals and Leases - Non-Dept	4,118.91	4,074.00	4,074.00	334.78	3,517.52	556.48	86.34 %
05-590-450	Liability Insurance - Non-Dept	36,702.00	50,000.00	50,000.00	0.00	26,351.50	23,648.50	52.70 %
05-590-492	Recording & Other Fees - Non-Dept	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-590-510	Office Supplies - Non-Departmental	0.00	0.00	0.00	170.23	663.16	(663.16)	0.00 %
05-590-520	Operating Supplies - Non-Dept	179.88	0.00	0.00	158.60	843.76	(843.76)	0.00 %
05-590-521	Emergencies & Contingencies - Operati	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %

Enterprise Fund Expenditures
83.33 % Yr Complete For Fiscal Year: 2019 / 7

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
05-590-525	Uniforms - Non Dept	0.00	4,000.00	4,000.00	0.00	1,303.39	2,696.61	32.58 %
05-590-528	Postage - Non-Dept	1,000.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-590-720	Interest - Bond 2017 Issue	178,341.52	0.00	0.00	0.00	0.00	0.00	0.00 %
05-590-730	Other Debt Service Costs	1,005,929.75	0.00	0.00	0.00	0.00	0.00	0.00 %
05-590-920	Transfer to General Fund - Non-Dept	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
05-590-930	Transfer to Water Impact Fee Reserves	0.00	139,760.00	139,760.00	0.00	0.00	139,760.00	0.00 %
05-590-931	Transfer to Sewer Impact Fee Reserves	0.00	353,200.00	353,200.00	0.00	0.00	353,200.00	0.00 %
05-590-940	Reserves - Unrestricted Reserves NON-	0.00	72,686.00	72,686.00	0.00	0.00	72,686.00	0.00 %
05-590-941	Reserves - Emergencies & Contingencie	255.70	0.00	0.00	0.00	0.00	0.00	0.00 %
05-590-992	Unemployment Claims - Non-Dept	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
05-590-993	Transfer to Reserve - Non-Dept	0.00	7,013.00	7,013.00	0.00	0.00	7,013.00	0.00 %
05-590-994	Bank Fees - Non-Dept	0.00	1,550.00	1,550.00	0.00	0.00	1,550.00	0.00 %
05-590-996	Bad Debt - Non-Dept	2,170.57	40,000.00	40,000.00	0.00	(187.62)	40,187.62	(0.47)%
05-590-999	Other - Non-Operating Charges - Non-D	608.78	0.00	0.00	39.42	337.29	(337.29)	0.00 %
DEPARTMENT TOTAL		1,314,994.01	821,638.00	821,638.00	2,708.53	99,960.61	721,677.39	12.17 %

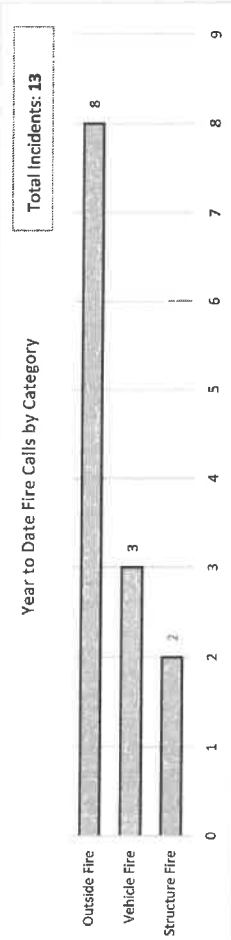
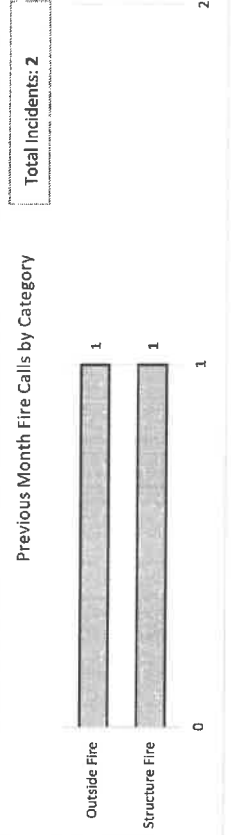
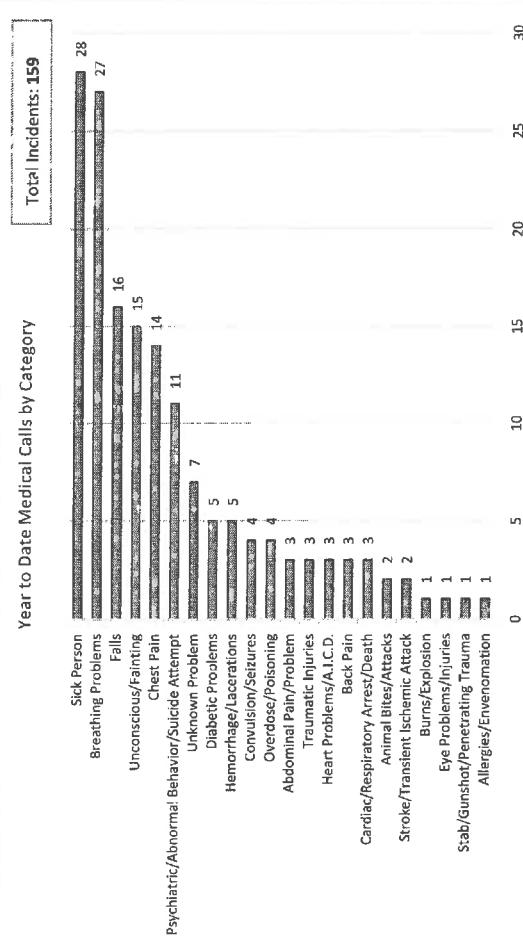
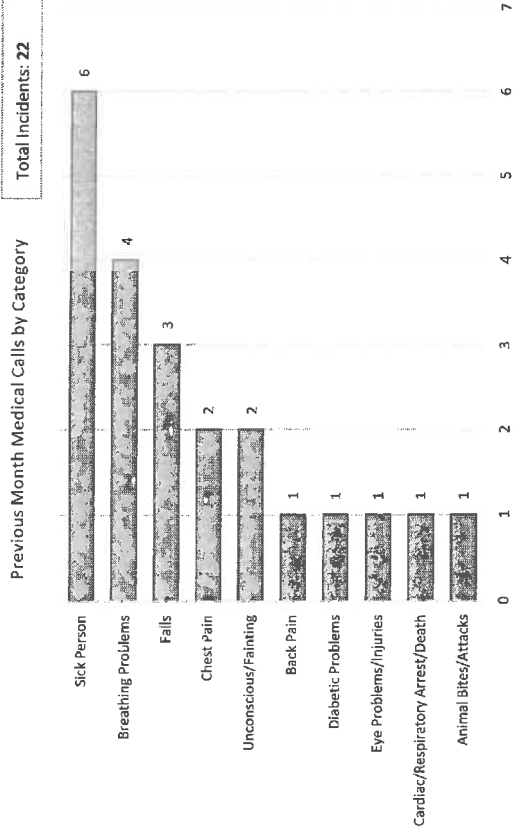
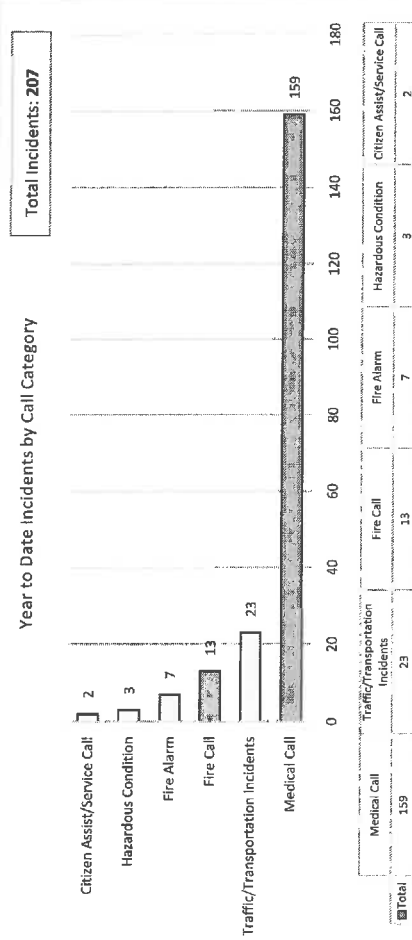
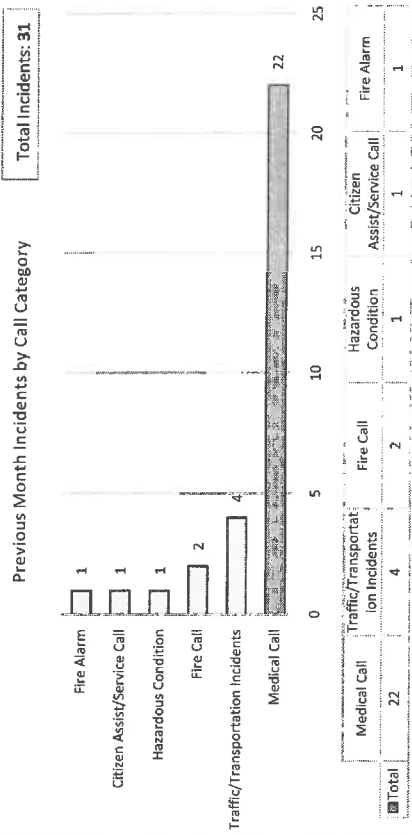
Enterprise Fund Revenues Total	3,224,341.74	3,034,225.00	3,034,225.00	224,086.82	2,177,545.11	856,679.89	71.77%
Enterprise Fund Expenditures Total	-3,348,699.42	-3,034,225.00	-3,034,225.00	-549,416.74	-1,772,654.98	-1,259,424.52	58.42%
Total Revenue vs. Expenditures	-124,357.68	0.00	0.00	-325,329.92	404,890.13	-402,744.63	

Library Reports 10/2018 - 09/2019

	Oct-18	Nov-18	Dec-18	Jan-19	* Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Totals
Circulation													
Adult Books	982	869	788	1004	897	813	919	934	863	1076			9145
Juvenile Books	995	832	660	680	668	621	826	935	1261	1361			8839
DVD'S	946	726	766	1010	612	800	786	976	790	960			8372
Hot-Spots	20	16	25	20	20	20	25	20	20	25			211
Digital	0	58	23	44	37	49	41	62	63	73			450
Total Circulation	2943	2501	2262	2758	2234	2303	2597	2927	2997	3495			27,017
New Borrowers													
In City	13	12	6	18	16	10	11	11	28	8			133
In County	2	7	3	5	3	2	3	5	2	3			35
Digital	0	27	4	8	6	5	8	5	12	7			82
Total New Borrowers	15	46	13	31	25	17	22	21	42	18			250
Number of Programs													
Adult	1	3	2	1	1	2	2	2	1	0			15
Juvenile	2	2	4	4	2	3	3	7	7	6			40
Young Adult	1	1	1	1	0	1	1	1	2	2			11
Total Programs	4	6	7	6	3	6	6	10	10	8			66
Program Attendance													
Adult	30	44	114	36	9	16	48	41	263	185			786
Juvenile	47	32	139	42	10	38	73	164	413	360			1318
Young Adult	5	36	34	5	0	3	5	6	86	48			228
Total Attendance	82	112	287	83	19	57	126	211	762	593			2332
Reference Questions													
Phone Calls	232	207	197	208	163	194	197	194	198	228			2018
Number of Computer Users													
	288	225	205	292	210	303	244	248	231	205			2451
Total Patrons													
	1505	1273	1207	1580	1012	1350	1277	1553	2134	1928			14819

*Library Closed 1 week due to sewer issue.

City of Polk City Summary Report



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

STATISTICAL DATA

West **Division**

August 02, 2019

Northwest District

To: Patricia Jackson , City Manager
 From: Deputy Christina Poindexter #7376
 Subject: Statistical report for July, 2019.

ACTIVITY	
FELONY ARREST	2
AFFIDAVITS FELONY	0
MISDEMEANOR ARREST	6
AFFIDAVITS MISDEMEANOR	
OUT OF COUNTY/STATE WARRANT ARRESTS	0
PROCAP WARRANT ARREST	0
TOTAL ARRESTS	8
SEARCH WARRANTS	0
FIELD INTERROGATION REPORTS	6
TRAFFIC CITATIONS	3
INTELLIGENCE REPORTS	0
STOLEN PROPERTY RECOVERED	0
HRS. TRANSPORTING/ AGENCIES/DIVISIONS	0
OFFENSE REPORTS	81
NARCOTICS SEIZED	.30 gm Cocaine
ASSETS SEIZED	0
PATROL NOTICES	0
FOXTROT REPORTS	12
TOW-AWAY NOTICES	0
COMMUNITY CONTACTS	2200
TRAFFIC STOPS	18

TOTAL DISPATCHED CALLS FOR SERVICE	128
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In July 2019, there were sixteen (16) PROCAP captured crimes as compared to one (1) in July 2018. In June 2019 there were 16 Conveyance Burglaries (All vehicles were left unsecured). After four days into the investigation three suspects were arrested in this case. There was one Structure Burglary (pump shed) reported in the area of Bridges/Barfield regarding Theft of 375 gallons of diesel fuel (Agriculture crime). There was also one Petit Theft reported of a push lawnmower left unsecured in the front yard of 764 Citrus Grove Blvd. In the Petit Theft case a possible suspect has been identified by surveillance video. In total 2019 has a 45% increase in crime as compared to 2018 thus far in regards to the 16 unsecured Conveyance Burglaries on 07/02/19 in Fountain Park.

Case No	Inc From	Inc To	DDW	Location	Narrative	Det	PRINTS	VIDEO	CASE STATUS
BURGLARY CONVEYANCE									
PCSO-190030911	2019-07-02 / 0603hrs	2019-07-02 / 0603hrs	Tues	8762 HINSDALE HEIGHTS DR FOUNTAIN PARK	Unlocked veh; Unk susp entered victs veh (report not completed) 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190030916	2019-07-02 / 0300hrs	2019-07-02 / 0430hrs	Tues	8585 RINDGE RD FOUNTAIN PARK	Unlocked veh; Unk susp entered victs veh & removed a Michael Kors clutch wallet which contained credit cards, \$50, SS card, & WIC card / Video shows 3 people walking through the neighbor at approx 400 Hrs & appear to be checking door handles 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190030917	2019-07-02 / 0733hrs	2019-07-02 / 0733hrs	Tues	8769 HINSDALE HEIGHTS DR FOUNTAIN PARK	Unlocked veh; Unk susp entered victs veh, ransacked the inside of the veh, but didnt take anything 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190030919	2019-07-02 / 0622hrs	2019-07-02 / 0839hrs	Tues	5127 CLAREMONT CT FOUNTAIN PARK	Unlocked veh; Video shows two male susps enter one veh & check door handle on the other / at this time there is no property taken 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190030921	2019-07-02 / 0300hrs	2019-07-02 / 0430hrs	Tues	8765 HINSDALE HEIGHTS DR FOUNTAIN PARK	Unlocked veh; Unk susp entered victs veh, ransacked the inside but removed nothing 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190030929	2019-07-02 / 0300hrs	2019-07-02 / 0430hrs	Tues	8849 HINSDALE HEIGHTS DR FOUNTAIN PARK	Unlocked veh; Unk susp entered victs veh, but didnt remove anything / Video showed 4 unk susps walkign down the street 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190030936	2019-07-01 / 1800hrs	2019-07-02 / 0944hrs	Tues	8705 RINDGE RD FOUNTAIN PARK	Unlocked veh; Unk susp entered victs veh & removed a Michael Kors wallet which contained credit cards, \$6 cash, EBT card, & WIC card, also taken was her key fob, & a pair of Versachie sunglasses 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190030950	2019-07-02 / 0200hrs	2019-07-02 / 1000hrs	Tues	8714 RINDGE RD FOUNTAIN PARK	Unlocked veh; Unk susp entered victs veh & removed a black wallet with a bullet emblem, Florida DL, SS card, a brown wallet with a Georgia emblem which contained a GA DL & SS card, a tactical knife with a black blade 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190030958	2019-07-02 / 0300hrs	2019-07-02 / 0430hrs	Tues	8677 RINDGE RD FOUNTAIN PARK	Possibly unlocked veh; Unk susp entered victs veh via the front passenger side door which was found ajar, but nothing was taken 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190030969	2019-07-01 / 1900hrs	2019-07-02 / 0700hrs	Tues	8886 CONWAY RD FOUNTAIN PARK	2 Unlocked vehs; Unk susp entered 2 vehs, ransacked the inside but removed nothing 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190030977	2019-07-01 / 1900hrs	2019-07-02 / 0700hrs	Tues	8810 CONWAY RD FOUNTAIN PARK	Unlocked veh; Unk susp entered victs veh removed a Dell Latitude E7480 laptop, Michael Kors purse, light brown Coach wallet with misc cards, & a pair of black with gold trim Prada sunglasses 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190031010	2019-07-02 / 0300hrs	2019-07-02 / 0430hrs	Tues	8798 HINSDALE HEIGHTS DR FOUNTAIN PARK	Unlocked veh; Unk susp entered victs veh, ransacked the inside, but it appears that nothing was taken 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190031045	2019-07-01 / 1530hrs	2019-07-02 / 0415hrs	Tues	8812 ASHLAND AVE FOUNTAIN PARK	Unlocked veh; Unk susp entered victs veh & removed a men's wallet which contained a Florida DL & credit card 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
PCSO-190031065	2019-07-01 / 2345hrs	2019-07-02 / 0630hrs	Tues	8884 SUNAPEE LOOP FOUNTAIN PARK	Unlocked veh; Unk susp entered victs veh & removed a Michel Kors purse which contained \$250, NYPD Fraternal Order Police card, Florida DL, & debit card / debit card was attempted to be used at "XT Network" Online Technology Company 10-15:ZIRUS BARNES W/M 4/12/2004 & REGINALD MANZIE B/M 10/31/2004	Thomas			CA
BURGLARY STRUCTURE									
PCSO-190031311	2019-07-03 / 1400hrs	2019-07-04 / 1000hrs	Thur	BARFIELD RD/BRIDGES RD	used bolt cutters to cut chain on pump shed; Unk susp entered pump shed once inside shed cut 2 battery cables & fuel lines that lead from holding tank to pump, & removed 375 gallons of diesel fuel / it appears that susps entered gave possibly driving an ATV due to tire impressions near shed				
PETIT THEFT									
PCSO-190032733	2019-07-13 / 1900hrs	2019-07-14 / 0015hrs	Sun	764 CITRUS GROVE BLVD N	Unk susp removed the victs red Craftsman push mower that was unsecured sitting next to resid (WM skinny approx 30's came to resid & asked if there car was for sale, he left on a blue bike) <i>subject ID as Calan Johnson w/m08/12/83, nothing in pawn, attempting to link susp to theft of lawn mower.</i>	Thomas	no	no	pending

**Department of Law Enforcement
Polk City - 2018 - 2019**

	January		February		March		April		May		June		July		August		September		October		November		December		YTD Totals		Monthly Change		YTD		
	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019	
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
Burg. Business	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	1	0	0	0	1	0	0	2	-100%	0.0	0.3	
Burg. Residence	2	2	1	2	0	0	0	0	6	1	0	0	0	0	0	0	0	0	8	0	1	0	2	0	9	5	0%	1.3	0.7		
Burg. Structure	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	1	100%	0.0	0.1		
Burg. Conveyance	0	0	0	1	1	0	0	0	0	1	3	0	0	14	0	0	1	0	5	0	1	0	0	0	4	16	1400%	0.6	2.3		
Vehicle Theft	1	0	0	0	1	2	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	2	3	0%	0.3	0.4		
Grand Theft	0	1	0	1	0	1	0	0	1	0	1	1	0	0	0	0	1	0	1	0	0	0	0	0	2	4	-100%	0.3	0.6		
Pest Theft	0	0	0	0	0	0	0	0	0	0	2	0	0	1	0	0	1	0	1	0	0	0	0	0	2	1	100%	0.3	0.1		
Mail Theft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0%	0.0	0.0		
Retail Theft	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0%	0.1	0.0		
Criminal Mischief	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	1	0	2	0	0%	0.3	0.0		
Totals	3	4	1	4	2	3	1	0	8	3	6	2	1	18	1	0	6	0	15	0	3	0	4	0	22	32	700%	3.1	4.6		
% Change	33%	300%	50%	N/A	-63%	-87%	1500%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	48%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	
YTD	0	0	0	3	0	1	3	0	0	4	2	4	0	6	0	0	8	0	1	0	1	0	0	0	10						

Public Works Report

July 2019

Public Works

Summary: Public Works maintained all Public facilities to include Library, City Hall, Freedom Park, Bronson Center, Old Public Works Facility, Courts, McManigle Park, Fishing Pier, New Public Work/Utility facilities, and Activity Center.

- Mowed and trimmed all City facilities
- Inspected Freedom Park, Recreation Courts, Fishing Pier, and McManigle Park
- Activity Center – Set up and tear down of facility for Rental of Building
- Bronson Center- Set up and tear down of facility for Rental of Building
- Monitored and serviced storm drains throughout Polk City.
- Completed Work Orders-11 (Repairs and Maintenance of Equipment, Electrical, plumbing, Building Maintenance, Vehicle Maintenance, etc.)

August Objectives: Continue maintaining the mowing and preventive maintenance of all City facilities, service equipment.

**City Commission Meeting
August 19, 2019**

AGENDA ITEM #1: PUBLIC HEARING - ORDINANCE 2019-09 - RATIFYING ORDINANCE 2018-03, VOLUNTARILY ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF POLK CITY, FLORIDA – ADDING EXHIBIT “B” GIVING MEETS AND BOUNDS DESCRIPTION

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Public Hearing - Ordinance 2019-09 - An Ordinance of the City Commission of Polk City, Florida; ratifying Ordinance 2018-03, which voluntarily annexed certain property into the corporate limits of Polk City, Florida, pursuant to Section 171.044, Florida Statutes; redefining the boundary lines of the municipality to include said property; providing for publication of notice of the proposed annexation and filing of a certified copy of this Ordinance with the Clerk of the Circuit Court in and for Polk County and with the Department of State; providing an effective date – **Second and Final Reading**

ATTACHMENTS:

- Ordinance 2019-09, with Exhibits

ANALYSIS:

The initial annexation of this property, which was done by Ordinance 2018-03, did not include an exhibit with the meets and bounds description. The Polk County Property Appraiser needs this to put inside the city limits on their records. Ordinance 2019-09 corrects that by including Exhibit “B”.

STAFF RECOMMENDATION:

Move to adopt Ordinance 2019-09 on Second and Final Reading.

ORDINANCE 2019-09

AN ORDINANCE OF THE CITY COMMISSION OF POLK CITY, FLORIDA; RATIFYING ORDINANCE NO. 2018-03, WHICH VOLUNTARILY ANNEXED CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF POLK CITY, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; REDEFINING THE BOUNDARY LINES OF THE MUNICIPALITY TO INCLUDE SAID PROPERTY; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR POLK COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Polk City, Florida (“City”), received a Petition for Voluntary Annexation of certain lands (“Property”) into the incorporated boundaries of the City; and,

WHEREAS, the Property is presently located in unincorporated Polk County, is contiguous to the City, and is reasonably compact and will not result in the creation of enclave as required by section 171.044, Florida Statutes; and,

WHEREAS, the map and legal description of the Property attached to and incorporated in this Ordinance as Exhibit “A” depicts the land and parcel proposed to be annexed by this Ordinance; and,

WHEREAS, the City Commission hereby determines that the Petition bears the signature of the owner of all the Property, which means all of the owners of the area proposed to be annexed in accordance with and pursuant to Section 171.044, Florida Statutes, and,

WHEREAS, the City Commission hereby determines that the owner of the property and the area proposed to be annexed has consented to the annexation,

and pursuant to Section 171.044, Florida Statutes, no referendum is required;
and;

WHEREAS, the City Commission lawfully conducted a public hearing and adopted Ordinance No. 2018-03 that voluntarily annexed the Property; and,

WHEREAS, after the adoption of the ordinance, the Polk County Property Appraiser asked that the City readopt the Ordinance of annexation to include a more fully defined legal description which was not previously available to the City; and,

WHEREAS, the City has once again held the necessary public hearing, conducted two public readings of the title to this ordinance, and has made all necessary findings required by law to voluntarily annex the Property as more fully described below.

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

Section 1. Ratification of Ordinance No. 2018-03 and Ratification of Prior Annexation. The City hereby ratifies and readopts and confirms the adoption of Ordinance No. 2018-03. As an accommodation to the Polk County Property Appraiser, the City also includes a metes and bounds legal description of the Property as Exhibit "B" incorporated into this Ordinance and into Ordinance No. 2018-03. The Property described in Exhibit "A" and Exhibit "B" to this Ordinance has been and continues to be annexed into Polk City, Florida..

Section 2. Notice of Proposed Ratification Ordinance. Notice of this proposed ordinance shall be published at least once each week for two

consecutive weeks in a newspaper published in Polk City, Polk County, Florida, before final passage. Not fewer than 10 days prior to publishing or posting the ordinance notice required under section 171.044(2), the City Commission shall provide a copy of the notice, via certified mail, to the Board of County Commissioners of Polk County, Florida. A certified copy of this Annexation Ratification Ordinance shall, after adoption, be filed with the Clerk of the Circuit Court and the Chief Administrative Officer in and for Polk County, Florida, and with the Department of State, of the State of Florida, within seven (7) days after the adoption of this Ordinance.

Section 3. Effective Date. This Ordinance shall become effective as provided by state law.

PASSED ON FIRST READING this ____ day of _____, 2019.

PASSED ON SECOND READING this ____ day of _____, 2019.

POLK CITY, FLORIDA

Joe LaCascia, Mayor

ATTEST:

Patricia Jackson, City Manager/Clerk

APPROVED AS TO FORM AND
LEGALITY:

Thomas A. Cloud, Esquire
City Attorney

Exhibit "A": City of Polk City ANNEXATION ORDINANCE 2019-09

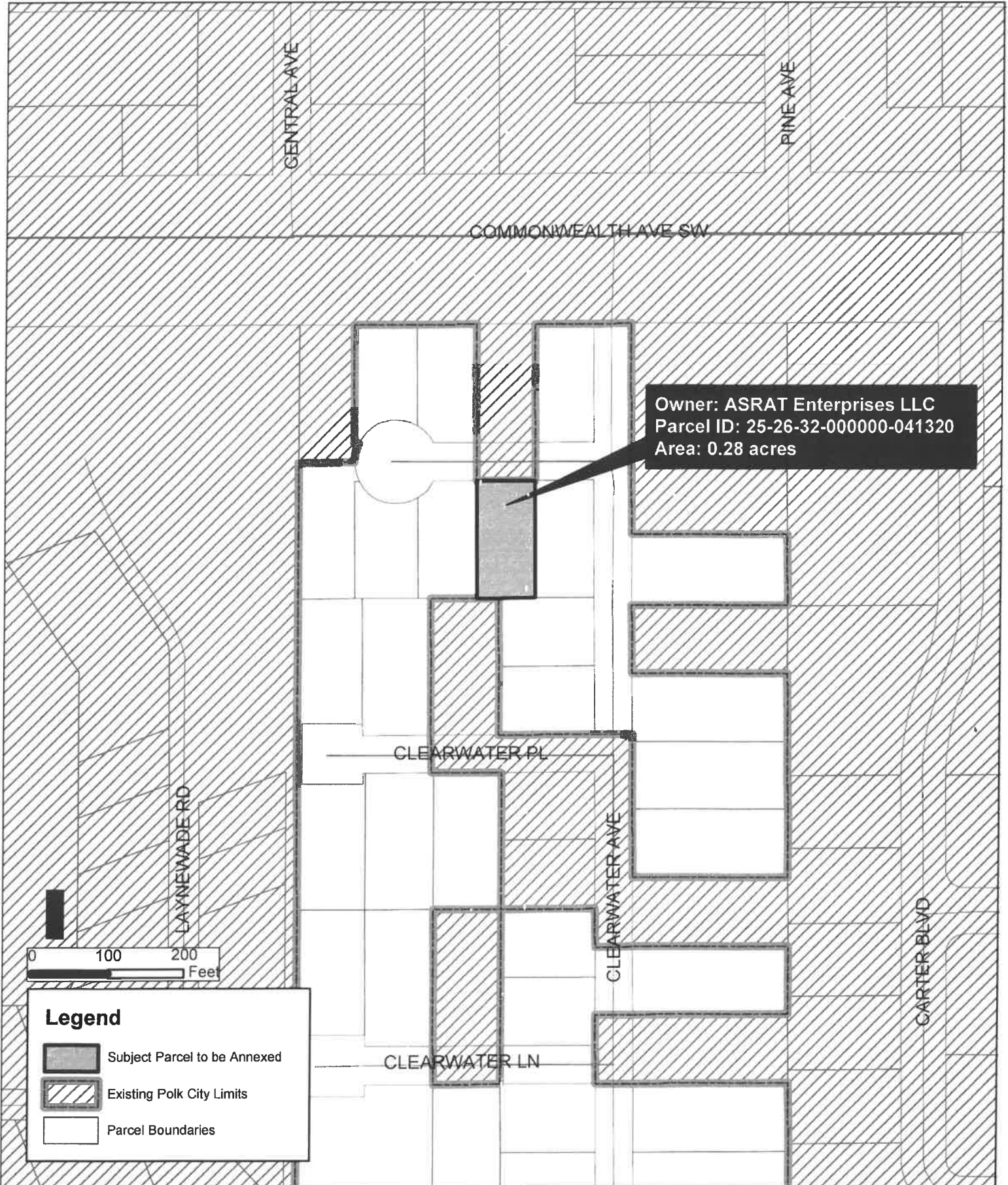


EXHIBIT "B"
MEETS AND BOUNDS DESCRIPTION
111 CLEARWATER ESTATES

**S 156 FT OF N 482 FT OF W 78 FT OF E 411 FT OF NE1/4 OF NE1/4 OF
SW1/4 BEING LOT 157 OF UNRE CLEARWATER LK ESTS ADD**

**City Commission Meeting
August 19, 2019**

AGENDA ITEM #2:

PUBLIC HEARING—Ordinance 2019-06 - An Ordinance of Polk City, Florida, amending the Polk City Comprehensive Plan, Revising the Future Land Use Element to add the Future Land Use Designation of Mixed Use; and transmitting said Amendment to the Florida Department of Economic Opportunity for Finding of Compliance; Providing for Severability; Providing for Conflict; and Providing for an Effective Date. **First Reading**

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Ordinance 2019-06 is a City-initiated text amendment to the Polk City Comprehensive Plan to add the “Mixed Use” Future Land Use designation to the Future Land Use Element.

ATTACHMENTS:

- Ordinance 2019-06
- Staff Overview Report

ANALYSIS:

On Thursday, May 30, 2019, the Polk City Planning Commission held a Public Hearing to amend the Polk City Comprehensive Plan to create a new Future Land Use designation of Mixed Use. The Planning Commission voted unanimously to forward the proposed amendment to the City Commission with a recommendation of approval.

STAFF RECOMMENDATION:

Approve Ordinance 2019-06 on **First Reading**.

ORDINANCE 2019-06

AN ORDINANCE OF POLK CITY, FLORIDA, AMENDING THE POLK CITY COMPREHENSIVE PLAN; REVISING THE FUTURE LAND USE ELEMENT TO ADD THE FUTURE LAND USE DESIGNATION OF MIXED USE; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR A FINDING OF COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. FINDINGS AND INTENT. In adopting this Ordinance and amending the City's Future Land Use Element, the City Commission of Polk City, Florida hereby makes the following findings:

(1) Chapter 163, Part II, Florida Statutes, establishes the Community Planning Act ("Act"), which empowers and mandates Polk City, Florida (the "City") to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City.

(2) Pursuant to the Act, the City has adopted a comprehensive plan ("Comprehensive Plan").

(3) The Act authorizes a local government desiring to revise its comprehensive plan to prepare and adopt comprehensive plan amendments.

(4) The City has prepared a text amendment to the Future Land Use Element of the Comprehensive Plan to amend Policies 4.2 and 4.3, which would create the "Mixed Use" Future Land Use designation.

(5) In exercise of its authority the Commission has determined it necessary to adopt this amendment to the Plan, which is attached hereto as **Exhibit "A"** and by this reference made a part hereof, to insure that the Plan is in full compliance with the laws of the State of Florida.

(6) Pursuant to Section 163.3184, Florida Statutes, the City Commission held a meeting and hearing on Ordinance 2019-06, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

(7) In the exercise of its authority, the City Commission has determined that it is necessary to adopt the proposed text amendment to the Future Land Use Element contained herein to encourage the most appropriate use of land, water, and resources

consistent with the public interest; to deal effectively with future problems that may result from the use and development of land within the City; and to ensure that the Comprehensive Plan is in full compliance with State law.

(8) The City Commission finds that the proposed text amendment to the Future Land Use Element contained herein is in the best interests of the health, safety, and welfare of the general public and the City's residents, furthers the purposes of, and is consistent with, the City's Comprehensive Plan, and is consistent with and compliant with State law, including, but not limited to, Chapter 163, Part II, Florida Statutes.

SECTION 2. FUTURE LAND USE MAP AMENDMENT. The Future Land Use Element of the City's Comprehensive Plan is hereby amended to include the text amendment set forth in Exhibit "A," which is attached hereto and incorporated herein by reference, and which amends Policies 4.2 and 4.3 to create the "Mixed Use" Future Land Use designation.

SECTION 3. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. CONFLICTS. All existing ordinances or parts of existing ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. CODIFICATION. An official, true and correct copy of this Ordinance and the City's Comprehensive Plan, as adopted and amended from time to time, shall be maintained by the City Clerk. The City Clerk will make copies available to the public for a reasonable publication charge.

SECTION 6. TRANSMITTAL. Within ten (10) days of final passage and adoption of this Ordinance, the City shall forward a copy hereof, and all supporting data and analysis, to the Florida Department of Economic Opportunity and any other agency or local government that provided timely comments to the City, as required by Section 163.3184(3)(c)2, Florida Statutes.

SECTION 7. EFFECTIVE DATE. The effective date of this Plan amendment, if the amendment is not timely challenged, shall be 45 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

INTRODUCED AND PASSED on First Reading this _____ day of August, 2019.

POLK CITY, FLORIDA

Joe LaCascia, Mayor

ATTEST:

**APPROVED AS TO FORM AND
CORRECTNESS:**

Patricia R. Jackson, City Manager/Clerk

Thomas A. Cloud, City Attorney

PASSED AND DULY ADOPTED ON SECOND READING, with a quorum present and voting by the City Commission of Polk City, Florida meeting in Regular Session this ___ day of _____, 2019.

Joe LaCascia, Mayor

ATTEST:

Patricia R. Jackson, City Manager/Clerk

EXHIBIT "A"
POLK CITY ORDINANCE 2019-06

AMENDED FUTURE LAND USE ELEMENT

Proposed Text Amendments to the Future Land Use Element

The proposed amendments to the Comprehensive Plan are provided below. Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

Policy 4.2: The following land use categories are hereby established for the purpose of managing future development and redevelopment activities. The Future Land use categories are identified by location in the Polk City Exemption Area, Polk City Special Protection Area and Polk County Rural Special Protection Area:

a. Polk City Exemption Area Future Land Use Categories
Policy 4.3 of the Future Land Use Element provides density and intensity standards for the following Future Land Use categories.

- i. Residential Very Low Density
- ii. Residential Low Density
- iii. Residential Medium Density
- iv. Mixed Use
- v. Commercial
- vi. Industrial
- vii. Public Use
- viii. Recreation
- ix. Conservation
- x. Conservation/ Passive Recreation

Policy 4.3: Polk City Exemption Area Future Land Use Categories and Description. The following Future Land Use Categories are located

within the Polk City Exemption Area. Policy 4.1.a. provides a description of the Polk City Exemption Area.

- a. The primary function of the Residential Very Low Density classification is to accommodate very low density residential development consisting of single family dwellings. This category permits one single family dwelling unit on each lot, along with structures accessory to residential use. Maximum density is 1 dwelling unit per 5 acres for single family uses; agricultural uses are permissible in this category, with or without a dwelling unit included; single family homes with horses are allowed, one home per lot and a minimum density of 1 dwelling unit per 5 acres. This category allows for the establishment of 1 manufactured (mobile) home per 5 acres for undeveloped and previously unplatted areas having severe soil suitability for septic tanks and buildings without basements, until central sewer and water services become available. This category permits schools and other public uses appropriate to agricultural areas and single family neighborhoods.
- b. The primary function of the Residential Low Density classification is to accommodate low density residential development consisting of single family dwellings. This category permits one single family dwelling unit on each lot, along with structures accessory to residential use. Maximum density is four dwelling units per acre. This category permits schools and other public uses appropriate to residential neighborhoods.
- c. The primary function of the Residential Medium Density classification is to accommodate multi-family residential development. Permitted uses include duplexes, apartments, condominiums, manufactured (mobile) home parks or subdivisions, RV parks, and single family homes. Intensity is one single family home per lot; or one duplex per lot; or two buildings of five units each per lot. Maximum density is 10.0 residential dwelling units per acre. This category permits schools and other public uses appropriate to residential neighborhoods.

Ordinance 1239-A: The 63.29 +/- acres located in Sections 28 and 33, Township 26 South, Range 25 East; generally located on Smith Road in the eastern quadrant of the City, shall be designated "Residential Medium" on the Future Land Use Map; shall be developed with central potable water and sewer

and shall be limited to a residential density not to exceed 861 dwelling units (achieved by a density of 6.68 dwelling units per acre on the 63.29 acres, and a density transfer of 6.68 dwelling units per acre from the 65.58 acres of Conservation directly adjacent to the RM); and shall be subject to other applicable land development regulations within the City. (Ordinance 1239-A, December 9, 2008, adoption)

d. Mixed Use: The primary function of the Mixed Use classification is to apply to developments in which a mix of residential and non-residential uses (commercial, office, light industrial, institutional, and civic uses) are planned. Such development shall be served by central water and wastewater services. A balanced mix of residential and non-residential uses including residences, shops, work places, parks, and other urban uses shall allow for internal capture of daily trips as well as interconnectivity for vehicle and pedestrian access.

de. The primary function of the Commercial classification is to accommodate the shopping needs of residents living in and near Polk City. The Commercial classification permits neighborhood service commercial uses; and accommodates traditional retail commercial needs of the market area both along the highway and in the downtown core of the market area. This category permits schools and other public uses appropriate to commercial areas. Floor area ratio for commercial structures shall not exceed 0.35.

ef. The primary function of the Industrial classification is to accommodate the industrial needs of the market area, both light industry and heavy industry. This category permits vocational and technical schools and other public uses appropriate to industrial areas. Floor area ratio for industrial structures shall not exceed 0.35.

fg. The primary function of the Public Uses classification is to provide for areas for existing or future government-owned or leased buildings or grounds including schools, libraries, medical facilities, parks and open space areas; and private buildings or grounds such as hospitals, camps, clubs, private schools, museums and similar land uses. Floor area ratio for public and private use structures under this classification shall not exceed 0.35. For schools, one residential unit per school is permitted to accommodate an on-site security guard/ caretaker. For parks, one residential unit per 40 acres is

permitted to accommodate an on-site security guard/ park ranger.

gh. The primary function of the Recreation classification is to provide for areas for existing or future public parks, recreation uses and open space areas. Permitted uses include public open space, recreation areas and parks; and private parks and recreation uses, such as golf courses. All recreation uses within Polk City shall be included in this category. One dwelling unit per park is allowed for caretakers and park rangers, with the density not to exceed one dwelling unit per 20 acres. Maximum lot coverage by buildings plus all impervious surface area shall not exceed 5% of the total parcel.

hi. The primary function of the Conservation classification is to protect natural resources, improve lake, river and groundwater quality. The Conservation designation includes land within the 100-year floodplain of any lake or river; wetlands; soils-limited areas; wellhead protection areas; and ancient scrub lands. No development is allowed in conservation areas. One dwelling unit per park is allowed for caretakers and park rangers, with the density not to exceed one dwelling unit per 20 acres. Maximum lot coverage by buildings and all impervious surface shall not exceed 1% of the total land area of the parcel. No other uses are allowed in this classification.

hj. The primary function of the Conservation/Passive Recreation classification is to protect natural resources while allowing passive recreation. Commercial uses such as equipment rental shops and snack huts are permissible to serve the users of the recreation area. Passive recreation land uses, such as boat docks, beaches and hiking trails are permissible. One dwelling unit per park is allowed for caretakers and park rangers, with the density not to exceed one dwelling unit per 20 acres. Maximum lot coverage by buildings and all impervious surface shall not exceed 1% of the total land area of the parcel.

jk. Public schools are allowed in all land use classifications except Polk City's Future Land Use classifications of Conservation and Conservation/ Passive Recreation. This provision applies to lands contiguous to existing schools, as well as development of vacant land for new schools. Further, Polk City hereby encourages the co-location of public facilities such as parks, libraries, and community centers, with schools,

when planning and reviewing a proposed site for new or expanded facilities, and shall adopt criteria for collocation in the Unified Land Development Code.



**TEXT AMENDMENT
FUTURE LAND USE ELEMENT
OF THE
POLK CITY COMPREHENSIVE PLAN
AUGUST 19, 2019**

TO: POLK CITY COMMISSION

FROM: CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

SUBJECT: **Ordinance No. 2019-06:** City-initiated text amendment to the Polk City Comprehensive Plan to add the "Mixed Use" Future Land Use designation to the Future Land Use Element.

AGENDA & HEARING DATES:

May 30, 2019 at 6:00 PM: Planning Commission Hearing

August 19, 2019 at 7:00 PM: City Commission (First Reading, Public Transmittal Hearing)

To be Determined: City Commission Meeting (Second Reading, Public Adoption Hearing)

POLK CITY PLANNING COMMISSION ACTION:

On Thursday, May 30, 2019, the Polk City Planning Commission held a public Hearing to amend the Polk City Comprehensive Plan to create a new Future Land Use designation of Mixed Use. The Planning Commission voted unanimously to forward the proposed amendment to the City Commission with a recommendation of approval.

CITY COMMISSION MOTION OPTIONS:

1. I move the City Commission **transmit** Ordinance 2019-06 to the Florida Department of Economic Opportunity for review.
2. I move the City Commission **transmit with changes** Ordinance 2019-06 to the Florida Department of Economic Opportunity for review.
3. I move the City Commission **not transmit** Ordinance 2019-06 to the Florida Department of Economic Opportunity for review.

OVERVIEW REPORT:

The Future Land Use Element of the Polk City Comprehensive Plan currently provides for the following Future land Use designations within the Green Swamp Exemption Area of the City.

Residential Very Low Density

Residential Low Density

Residential Medium Density

Commercial

Industrial

Public Use

Recreation

Conservation

Conservation/ Passive Recreation

Staff has determined that a new Future Land Use designation of “Mixed Use” should be added to the Comprehensive Plan. Mixed Use will allow for developments that are comprised of multiple or mixed uses which require specific or selected land use districts. This type of flexible land use category is not set forth by the City’s existing Future Land Use designations.

The proposed text to be added to Policy 4.2 and as Policy 4.3 of the Future Land Use Element is provided below. All subsequent policies will be renumbered.

PROPOSED AMENDMENTS

The proposed amendments to the Comprehensive Plan are provided below. Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

Policy 4.2: The following land use categories are hereby established for the purpose of managing future development and redevelopment activities. The Future Land use categories are identified by location in the Polk City Exemption Area, Polk City Special Protection Area and Polk County Rural Special Protection Area:

a. Polk City Exemption Area Future Land Use Categories

Policy 4.3 of the Future Land Use Element provides density and intensity standards for the following Future Land Use categories.

- i. Residential Very Low Density
- ii. Residential Low Density
- iii. Residential Medium Density
- iv. Mixed Use
- v. Commercial
- vi. Industrial
- vii. Public Use
- viii. Recreation
- ix. Conservation
- x. Conservation/ Passive Recreation

Policy 4.3: Polk City Exemption Area Future Land Use Categories and Description. The following Future Land Use Categories are located within the Polk City Exemption Area. Policy 4.1.a. provides a description of the Polk City Exemption Area.

- a. The primary function of the Residential Very Low Density classification is to accommodate very low density residential development consisting of single family dwellings. This category permits one single family dwelling unit on each lot, along with structures accessory to residential use. Maximum density is 1 dwelling unit per 5 acres for single family uses; agricultural uses are permissible in this category, with or without a dwelling unit included; single family homes with horses are allowed, one home per lot and a minimum density of 1 dwelling unit per 5 acres. This category allows

for the establishment of 1 manufactured (mobile) home per 5 acres for undeveloped and previously unplatted areas having severe soil suitability for septic tanks and buildings without basements, until central sewer and water services become available. This category permits schools and other public uses appropriate to agricultural areas and single family neighborhoods.

- b. The primary function of the Residential Low Density classification is to accommodate low density residential development consisting of single family dwellings. This category permits one single family dwelling unit on each lot, along with structures accessory to residential use. Maximum density is four dwelling units per acre. This category permits schools and other public uses appropriate to residential neighborhoods.
- c. The primary function of the Residential Medium Density classification is to accommodate multi-family residential development. Permitted uses include duplexes, apartments, condominiums, manufactured (mobile) home parks or subdivisions, RV parks, and single family homes. Intensity is one single family home per lot; or one duplex per lot; or two buildings of five units each per lot. Maximum density is 10.0 residential dwelling units per acre. This category permits schools and other public uses appropriate to residential neighborhoods.

Ordinance 1239-A: The 63.29 +/- acres located in Sections 28 and 33, Township 26 South, Range 25 East; generally located on Smith Road in the eastern quadrant of the City, shall be designated "Residential Medium" on the Future Land Use Map; shall be developed with central potable water and sewer and shall be limited to a residential density not to exceed 861 dwelling units (achieved by a density of 6.68 dwelling units per acre on the 63.29 acres, and a density transfer of 6.68 dwelling units per acre from the 65.58 acres of Conservation directly adjacent to the RM); and shall be subject to other applicable land development regulations within the City. (Ordinance 1239-A, December 9, 2008, adoption)

3d. **Mixed Use:** The primary function of the Mixed Use classification is to apply to developments in which a mix of residential and non-residential uses (commercial, office, light industrial, institutional, and civic uses) are planned. Such development shall be served by central water and wastewater services. A balanced mix of residential and non-residential uses including residences, shops, work places, parks, and other urban uses shall allow for internal capture of daily trips as well as interconnectivity for vehicle and pedestrian access.

dc. The primary function of the Commercial classification is to accommodate the shopping needs of residents living in and near Polk City. The Commercial classification permits neighborhood service commercial uses; and accommodates traditional retail commercial needs of the market area both along the highway and in the downtown

core of the market area. This category permits schools and other public uses appropriate to commercial areas. Floor area ratio for commercial structures shall not exceed 0.35.

ef. The primary function of the Industrial classification is to accommodate the industrial needs of the market area, both light industry and heavy industry. This category permits vocational and technical schools and other public uses appropriate to industrial areas. Floor area ratio for industrial structures shall not exceed 0.35.

fg. The primary function of the Public Uses classification is to provide for areas for existing or future government-owned or leased buildings or grounds including schools, libraries, medical facilities, parks and open space areas; and private buildings or grounds such as hospitals, camps, clubs, private schools, museums and similar land uses. Floor area ratio for public and private use structures under this classification shall not exceed 0.35. For schools, one residential unit per school is permitted to accommodate an on-site security guard/ caretaker. For parks, one residential unit per 40 acres is permitted to accommodate an on-site security guard/ park ranger.

gh. The primary function of the Recreation classification is to provide for areas for existing or future public parks, recreation uses and open space areas. Permitted uses include public open space, recreation areas and parks; and private parks and recreation uses, such as golf courses. All recreation uses within Polk City shall be included in this category. One dwelling unit per park is allowed for caretakers and park rangers, with the density not to exceed one dwelling unit per 20 acres. Maximum lot coverage by buildings plus all impervious surface area shall not exceed 5% of the total parcel.

hi. The primary function of the Conservation classification is to protect natural resources, improve lake, river and groundwater quality. The Conservation designation includes land within the 100-year floodplain of any lake or river; wetlands; soils-limited areas; wellhead protection areas; and ancient scrub lands. No development is allowed in conservation areas. One dwelling unit per park is allowed for caretakers and park rangers, with the density not to exceed one dwelling unit per 20 acres. Maximum lot coverage by buildings and all impervious surface shall not exceed 1% of the total land area of the parcel. No other uses are allowed in this classification.

ij. The primary function of the Conservation/Passive Recreation classification is to protect natural resources while allowing passive recreation. Commercial uses such as equipment rental shops and snack huts are permissible to serve the users of the recreation area. Passive recreation land uses, such as boat docks, beaches and hiking trails are permissible. One dwelling unit per park is allowed for caretakers and park rangers, with the density not to exceed one dwelling unit per 20 acres. Maximum lot coverage by buildings and

all impervious surface shall not exceed 1% of the total land area of the parcel.

j. Public schools are allowed in all land use classifications except Polk City's Future Land Use classifications of Conservation and Conservation/ Passive Recreation. This provision applies to lands contiguous to existing schools, as well as development of vacant land for new schools. Further, Polk City hereby encourages the co-location of public facilities such as parks, libraries, and community centers, with schools, when planning and reviewing a proposed site for new or expanded facilities, and shall adopt criteria for collocation in the Unified Land Development Code.

**City Commission Meeting
August 19, 2019**

AGENDA ITEM #3: **PUBLIC HEARING - ORDINANCE 2019-07**—AN ORDINANCE OF POLK CITY, FLORIDA, AMENDING THE POLK CITY LAND DEVELOPMENT CODE, AMENDING ARTICLE 2, REGULATIONS FOR SPECIFIC DISTRICTS, INCLUDING ADDING A NEW ZONING DISTRICT AS SECTION 2.04.02.17 MU MIXED USE DISTRICT; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE. **First Reading**

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Ordinance 2019-07 is a City-initiated text amendment to the Polk City Land Development Code to add the “Mixed Use” Zoning District to Article 2 – Regulations for Specific Districts.

ATTACHMENTS:

- Ordinance 2019-07
- Staff Overview Report

ANALYSIS:

On Thursday, May 30, 2019, the Polk City Planning Commission held a Public Hearing to amend the Polk City Comprehensive Plan to create a new Zoning District titled “Mixed Use”. The Planning Commission voted unanimously to forward the proposed amendment to the City Commission with a recommendation of approval.

STAFF RECOMMENDATION:

Approve Ordinance 2019-07 on **First Reading**.

ORDINANCE 2019-07

AN ORDINANCE OF POLK CITY, FLORIDA, AMENDING THE POLK CITY LAND DEVELOPMENT CODE; AMENDING ARTICLE 2, REGULATIONS FOR SPECIFIC DISTRICTS, INCLUDING ADDING A NEW ZONING DISTRICT AS SECTION 2.04.02.17 MU MIXED USE DISTRICT; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. FINDINGS AND INTENT. In adopting this Ordinance and amending the City's Unified Land Development Code, the City Commission of Polk City, Florida hereby makes the following findings:

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

(2) Pursuant to state law, the City adopted a unified land development code ("Land Development Code").

(3) The City has prepared a text amendment to Article 2 – Regulations for Specific Districts to Table 3 – Zoning Districts Name and Section 2.04.02.17 adding the new Mixed Use Zoning District.

(4) The City Commission of Polk City has determined it necessary and desirable to amend the regulations to allow for the new Mixed Use Zoning District.

(5) Pursuant to Section 166.041(c)2, Florida Statutes, the Planning Commission and the City Commission have held duly advertised and noticed public meetings and hearings to obtain public comment for the purpose of amending the Unified Land Development Code as presented in the exhibit attached to and incorporated in this Ordinance as Exhibit "A".

(6) Having considered written and oral comments received during public hearings, the City Commission find the changes necessary and appropriate to the needs of the City.

(7) The City Commission finds that the proposed text amendment to the Land Development Code is in the best interests of the health, safety, and welfare of the general public and the City's residents, further the purposes of, and is consistent with the City's Land Development Code, and is consistent with and compliant with State law, including, but not limited to Chapter 163, Part II, Florida Statutes.

SECTION 2. LAND DEVELOPMENT CODE AMENDMENT. Article 2 – Regulations for Specific Districts is hereby amended to include the text set forth in Exhibit "A", which is attached hereto and included herein by reference, which amends Table 3 and creates a new Section 2.04.02.17 MU Mixed Use Zoning District.

SECTION 3. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. CONFLICTS. All existing ordinances or parts of existing ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. CODIFICATION. An official, true and correct copy of this Ordinance and the City's Comprehensive Plan, as adopted and amended from time to time, shall be maintained by the City Clerk. The City Clerk will make copies available to the public for a reasonable publication charge.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be effective 10 days after passage upon Second Reading.

INTRODUCED, PASSED on FIRST READING, this ____ day of August, 2019.

POLK CITY, FLORIDA

Joe LaCascia, Mayor

ATTEST:

**APPROVED AS TO FORM AND
CORRECTNESS**

Patricia R. Jackson, City Manager/Clerk

Thomas A. Cloud, City Attorney

PASSED AND DULY ADOPTED ON SECOND READING, with a quorum present and voting by the City Commission of Polk City, Florida meeting in Regular Session this ____ day of _____, 2019.

Joe LaCascia, Mayor

ATTEST:

Patricia R. Jackson, City Manager/Clerk

POLK CITY ORDINANCE 2019-07

EXHIBIT "A"

AMENDMENTS TO

ARTICLE 2 - REGULATIONS FOR SPECIFIC DISTRICTS

The proposed amendments to the Land Development Code (LDC) are provided below. Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

**Table 3 –
Zoning Districts Map
Designation**

Zoning District Name

AG1	Agriculture
AG2	Single Family Residential Plus Horses
R1	Single Family Residential
R2	Single Family Residential
R3	Single Family and Duplex Residential
R4	Mixed Residential Use
R5	Multi Family Residential
MH	Mobile Home Park
C1	Residential, Business and Professional District
C2	General Commercial
M1	Light Industrial
M2	Heavy Industrial
PB	Public Buildings and Grounds
PR	Public Recreation
CON	Conservation
PD	Planned Unit Development
<u>MU</u>	<u>Mixed Use</u>

2.04.02 Establishment of Zoning Districts

The following zoning designations are hereby established within the City of Polk City:

2.04.02.17 MU Mixed Use District

(A) FLUM Designation:

Mixed Use

(B) Purpose:

To designate areas within Polk City in which proposed development encompasses a mix of residential and non-residential uses (commercial, office, light industrial, institutional, and civic uses) are planned. Such development shall be served by central water and wastewater services. A balanced mix of residential and non-residential uses including residences, shops, work places, parks, and other urban uses shall allow for internal capture of daily trips as well as interconnectivity for vehicle and pedestrian access.

(C) Permitted Principal Uses & Structures:

Uses permitted in this district are detailed in the Table of Land Uses in Section 2.04.01, Table 4 in the residential and commercial zoning districts. Permitted uses are designated by the letter "P". Uses designated by the letter "D" are also permitted, but require the submission and approval of a Site Development Plan prior to application for a Development Permit. Review of an application for approval of a Site Development Plan is governed by Article 7.

(D) Accessory Uses:

Accessory uses and structures customarily incidental and subordinate to permitted principal uses and structures; provided, however, that no accessory structures shall be located on property other than that on which the principal structure is located. Section 2.05 contains detailed guidance and regulations for permitted accessory uses.

(E) Development Standards: Development standards for uses in this district are detailed in the Table of Development Standards in Section 2.04.01, Table 5. Specifically, standards are established for Maximum Density; Minimum Lot Size; Minimum Lot Width; Minimum Lot Depth; Minimum Floor Area; Floor Area Ratio (as applicable); Setbacks; Maximum Lot Coverage; and Maximum Building Height.

(F) Other Requirements: none.



TEXT AMENDMENT

**TEXT AMENDMENT
OF THE
POLK CITY LAND DEVELOPMENT CODE**

AUGUST 19, 2019

TO: POLK CITY PLANNING COMMISSION

FROM: CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

SUBJECT: **Ordinance 2019-07: City-initiated text amendment to the Polk City Land Development Code** to add the “Mixed Use” Zoning District to Article 2 – Regulations for Specific Districts.

AGENDA & HEARING DATES:

May 30, 2019 at 6:00 PM: Planning Commission Hearing

August 19, 2019 at 7:00 PM: City Commission (First Reading, Public Transmittal Hearing)

To be Determined: City Commission Meeting (Second Reading, Public Adoption Hearing)

PLANNING COMMISSION ACTION:

On Thursday, May 30, 2019, the Polk City Planning Commission held a public Hearing to amend the Polk City Comprehensive Plan to create a new Zoning District titled of Mixed Use. The Planning Commission voted unanimously to forward the proposed amendment to the City Commission with a recommendation of approval.

CITY COMMISSION MOTION OPTIONS:

1. I move the City Commission **approve** Ordinance 2019-07 on First Reading.
2. I move the City Commission **approve with changes** Ordinance 2019-07 on First Reading.
3. I move the City Commission **deny** Ordinance 2019-07 on First Reading.

OVERVIEW REPORT:

Article 2 of the Polk City Land Development Code currently provides for the following Zoning Districts within the Green Swamp Exemption Area of the City.

Table 3 – Zoning Districts Map Designation	Zoning District Name
AG1	Agriculture
AG2	Single Family Residential Plus Horses
R1	Single Family Residential
R2	Single Family Residential
R3	Single Family and Duplex Residential
R4	Mixed Residential Use
R5	Multi Family Residential
MH	Mobile Home Park
C1	Residential, Business and Professional District
C2	General Commercial
M1	Light Industrial
M2	Heavy Industrial
PB	Public Buildings and Grounds
PR	Public Recreation
CON	Conservation
<u>PD</u>	<u>Planned Unit Development</u>
<u>MU</u>	<u>Mixed Use</u>

Staff has determined that a new Zoning District of “Mixed Use” should be added to the Land Development Code. Mixed Use will allow for developments that are comprised of multiple or mixed uses which require specific or selected land use districts. This type of flexible land use category is not set forth by the City’s existing Zoning Districts.

The proposed text to be added to Section 2.04.02 of Article 2 of the Land Development Code. All subsequent regulations will be renumbered.

PROPOSED AMENDMENTS

The proposed amendments to the Comprehensive Plan are provided below. Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

2.04.02 Establishment of Zoning Districts

The following zoning designations are hereby established within the City of Polk City:

2.04.02.17 MU Mixed Use District

(A) FLUM Designation:

Mixed Use

(B) Purpose:

To designate areas within Polk City in which proposed development encompasses a mix of residential and non-residential uses (commercial, office, light industrial, institutional, and civic uses) are planned. Such development shall be served by central water and wastewater services. A balanced mix of residential and non-residential uses including residences, shops, work places, parks, and other urban uses shall allow for internal capture of daily trips as well as interconnectivity for vehicle and pedestrian access.

(C) Permitted Principal Uses & Structures:

Uses permitted in this district are detailed in the Table of Land Uses in Section 2.04.01, Table 4 in the residential and commercial zoning districts. Permitted uses are designated by the letter "P". Uses designated by the letter "D" are also permitted, but require the submission and approval of a Site Development Plan prior to application for a Development Permit. Review of an application for approval of a Site Development Plan is governed by Article 7.

(D) Accessory Uses:

Accessory uses and structures customarily incidental and subordinate to permitted principal uses and structures; provided, however, that no accessory structures shall be located on property other than that on which the principal structure is located. Section 2.05 contains detailed guidance and regulations for permitted accessory uses.

(E) Development Standards: Development standards for uses in this district are detailed in the Table of Development Standards in Section 2.04.01, Table 5. Specifically, standards are established for Maximum Density; Minimum Lot Size; Minimum Lot Width; Minimum Lot Depth; Minimum Floor Area; Floor Area Ratio (as applicable); Setbacks; Maximum Lot Coverage; and Maximum Building Height.

(F) Other Requirements: none.

**City Commission Meeting
August 19, 2019**

**AGENDA ITEM #4: FINANCIAL REPORTING OFFICER/COMPTROLLER AGREEMENT –
 GEORGE COTELLIS, JR.**

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Financial Reporting Officer/Comptroller Agreement – George Cotellis, Jr.

ATTACHMENT:

- Agreement

ANALYSIS:

This Agreement will be for the year ending September 30, 2019. Mr. Cotellis will assist the City staff in making the necessary adjustments to provide for year-end closing of the accounting records and preparation of the schedules required to properly prepare the financial statements and related footnotes as well as for supporting documentation for the annual financial statement audit; preparation of the basic financial statements, required supplementary information, other supplementary information and related footnotes. He will not provide any opinion or form of assurance on these financial statements. The financial statements will be used solely by the City's independent auditors. Mr. Cotellis will also provide additional accounting services as requested by management as the need arises.

Please see the attached agreement for full explanation of services and cost; however, total estimated cost is \$13,600.

STAFF RECOMMENDATION:

Move to approve the Financial Reporting Officer/Comptroller Services Agreement with George Cotellis, Jr.

GEORGE J. COTELLIS, JR.
1203 Candlewood Drive
Lakeland, Florida 33813
(863) 272-4826

July 15, 2019

Patricia Jackson, City Manager
Polk City
123 Broadway Blvd. SE
Polk City, Florida 33868

Re: Financial Reporting Officer/Comptroller Services Agreement

The purpose of this letter is to set forth the understanding of my employment for services as the City's Financial Reporting Officer/Comptroller for the functions listed below to Polk City, Florida for the year ended September 30, 2019.

I will:

- Assist City staff in making the necessary adjustments to provide for year-end closing of the accounting records and preparation of the schedules required to properly prepare the financial statements and related footnotes as well as for supporting documentation for the annual financial statement audit.
- Preparation of the basic financial statements, required supplementary information, other supplementary information and related footnotes. I will not provide any opinion or form of assurance on these financial statements. The financial statements will be used solely by the City's independent auditors.
- Provide additional accounting services as requested by management as the need arises.

My services cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations, which may exist. I may inform you of any such matters that come to my attention.

Management's responsibilities include:

- Establishing and maintaining internal control and ensuring compliance with laws, regulations, contracts, and agreements.
- Design and implementation of programs and controls to prevent and detect fraud.

Fees and Payment Terms:

My fee for these services will be at the actual hours expended at the quoted hourly rate plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone,

etc.) Attachment A contains my estimated fee. Additional services requested would be priced using the hourly rate in Attachment A.

My invoices will be rendered as work progresses and are payable on presentation. In accordance with my policies, work may be suspended if your account balance 30 is days or more overdue and may not be resumed until your account is paid in full. If I have to terminate our services for nonpayment, or if you should elect to terminate my services for any reason, you will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination.

Other:

Parties to this agreement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting litigation, be submitted to mediation upon the written request of any party to this engagement. All mediations initiated as a result of this contract shall be administered by the American Arbitration Association (AAA). The results of this mediation shall be binding only upon the agreement of each part to be bound. Cost of any medication proceeding shall be shared equally by both parties.

Polk City, Florida shall defend, indemnify, and hold harmless, George J. Cotellis, Jr., from any and all actual or alleged claims, demands, causes of action, liability and loss, whether brought by an individual or other entity , or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of incident to any acts, omissions, negligence, or willful misconduct by **Polk City, Florida**, its personnel, employees, agents or contractors in connection with or arising out of services performed pursuant to his agreement.

Either party may terminate this agreement upon thirty days written notice.

I appreciate the opportunity to be of service to **Polk City, Florida** and believe this letter accurately summarizes the significant terms of my contract. If you agree with the terms of my contract as described in this letter, please sign the enclosed copy and return it to me.

Sincerely,


George J. Cotellis, Jr.,

Approved: **Polk City, Florida**

By: _____

Date: _____

Title: _____

Encl.: Attachment A

Polk City, Florida
September 30, 2019
Rates Submitted by George J. Cotellis, Jr.

Services	Estimated Hours	Rate Per Hour	Estimated Fee
Year End Closing and Preparation of Schedules for the Audit	120	\$ 85	\$ 10,200
Preparation of Financial Statement and Footnotes	24	85	2,040
Preparation of Management's Discussion and Analysis (MD&A)	8	85	680
Questions, Correspondence, Meetings with External Auditors	8	85	680
Total Estimated Professional Fees	<u>160</u>		13,600
Out-of-Pocket Supplies / Reproduction Costs (1.0%)			-
Travel Expenses			-
Total Estimated Costs			<u>\$ 13,600</u>

Rate Per Hour for Additional Services:
George J. Cotellis, Jr. - Owner \$85

**City Commission Meeting
August 19, 2019**

**AGENDA ITEM #5: PURCHASE AND SALE AGREEMENT – TENNIS COURT PROPERTY
BY JACOBS WTP**

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Purchase and Sale Agreement – Tennis Court Property by Jacobs WTP

ATTACHMENT:

- Agreement

ANALYSIS:

The City Commission approved the purchase of the tennis court property located next to the Jacobs Water Treatment Plant, and to offer the appraised price of \$32,000. Mr. Gregory and Tyler Arneson agreed to the purchase amount of \$32,000.

STAFF RECOMMENDATION:

Move to approve the Purchase and Sale Agreement with Gregory and Tyler Arneson in the amount of \$32,000.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made and entered into as of the date of the last signature below (the "Effective Date") by and between, Tyler Arneson and Gregory Arneson (collectively, "**Seller**"), and Polk City, Florida ("**Purchaser**").

WHEREAS:

A. Seller is the owner of that certain parcel of land located in Polk City, Florida, as more particularly described in **Exhibit "A"** hereto (the "**Land**"), together with all improvements located on the Land (the "**Improvements**"). The Land and Improvements are collectively referred to herein as the "**Property**".

B. Seller desires to sell, and Purchaser desires to acquire, the Property and other assets described herein in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following property and rights owned by Seller:
 - (a) the Property, together with all easements, privileges, rights to lands lying under any adjacent roadways, and all other appurtenances pertaining to or accruing to the benefit of the Property;
 - (b) all fixtures, all furniture, appliances and equipment located on and used in the operation of the Property and owned by Seller;
 - (c) all transferable licenses, permits, authorizations, consents, notices of completion, variances, waivers, certificates (including, without limitation, certificates of occupancy or completion) and approvals pertaining to ownership and/or operation of the Property and held by, or hereafter issued or granted to, Seller;
 - (d) all contract rights pertaining to the ownership and operation of the Property taken by or in the name of Seller which will affect the Property after the Closing Date (as hereinafter defined) (the "**Contracts**");
3. **Purchase Price.** The purchase price to be paid by Purchaser for the Property (the "**Purchase Price**") shall be thirty-two thousand and 00/100 (\$32,000.00).
4. **Deposit.** To secure the performance by Purchaser of its obligations under this Agreement, Purchaser: (i) shall within 3 business days of execution deliver to GrayRobinson, P.A., as escrow agent (the "**Escrow Agent**"), the sum (the "**Deposit**") of three-thousand and 00/100 (**\$3,000**). The Deposit shall be sent by wire transfer to the Escrow Agent and held and disbursed by the Escrow Agent as an earnest money deposit pursuant to the provisions of this Agreement. Purchaser shall not be entitled to any interest on the Deposit.
5. **Title and Survey.** (a) Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser, at its expense, an ALTA Form B Title Insurance Commitment ("**Commitment**") with respect to the Property in the amount of the Purchase Price issued by a Fidelity National Title Insurance Company (the "**Title Company**"), and certified to a date even with or later than the Effective Date. Within the Title Review Period (as

hereinafter defined), Purchaser may obtain, at Purchaser's expense, a survey of the Property (the "**Survey**"). In the event that the Survey shall disclose any of the following: (i) any encroachment upon or from the Property which adversely affects Purchaser's intended use of the Property or which renders title to the Property unmarketable; or (ii) any other survey defect, such encroachment or other defect shall be treated in the same manner as a title defect and a the same time frames provided in subparagraph (b) to this Paragraph 5 with respect to title objections shall apply from the date that Purchaser receives the Survey.

(b) Purchaser shall have thirty (30) days after receipt of the commitment (the "**Title Review Period**") in which to examine the Commitment, all underlying exception documents, and the Survey described above and satisfy itself as to the marketability and status of Seller' title. In the event Purchaser notes any objections to the marketability of such title, or in the event that there are any matters of record which could, in Purchaser's reasonable judgment, interfere with Purchaser's intended use of the Property, Purchaser shall notify Seller in writing thereof and Seller shall use commercially reasonable efforts (which need not include the filing or defending of any suit) to cure such objections within fifteen (15) days thereafter. If Purchaser fails to deliver such notice to Seller within the Title Review Period, then, subject to paragraph 6(c) below, Purchaser shall be deemed to have found title acceptable in all respects, and to have agreed to purchase the Property without reduction in purchase price or obligation on the part of Seller. If the objections of Purchaser are not cured or agreed to be cured by Seller within fifteen (15) days from the date of such notice to Purchaser's satisfaction, Purchaser shall have the right:

- (i) to cancel and rescind the Agreement and receive back all of the Deposit; or
- (ii) to waive such objections and elect to proceed to acquire the Property and take title subject to such objections without reduction in the purchase price.

(c) On or before Closing, Purchaser shall cause the Commitment and may cause the Survey to be updated and if such updates should reveal any matter rendering title to the Property unmarketable and not disclosed in the original Commitment and not caused by, through or under Purchaser, Purchaser shall notify Seller of same. Seller shall cure any such matters, and Buyer shall have the right to extend the Closing for up to 90 days to allow Seller to effectuate such cure, with the Closing to occur within 10 days from the date of cure, provided that Seller's obligation to cure any such matters not caused by Seller shall be as set forth in subparagraph (b) immediately above and Purchaser's remedy in such event shall be as set forth in subparagraph (b)(i) and (ii) above.

(d) Notwithstanding the foregoing, Seller shall pay any amount due in satisfaction of any mortgage, monetary judgment, past due tax or assessment or other similar liquidated amount (a "**Monetary Lien**") against the Property or any portion of the Property, or otherwise cause same to be removed from the Commitment with the consent of the Title Company (by bonding or otherwise), which amount, at the option of Seller, may be paid from the proceeds of the Purchase Price at Closing; and, if any such item has not been satisfied before the Closing date, then Purchaser and Escrow Agent are authorized to satisfy such item from the proceeds of the Purchase Price at Closing. Seller shall also satisfy all Schedule B-1 requirements set forth in the Commitment other than those applicable to Purchaser.

7. **Due Diligence.**

- (a) **Deliveries.** Within ten (10) Business Days after the Effective Date, Seller shall provide Purchaser with copies of the following, if in Seller's possession:
- (i) the service Contracts;
 - (ii) the Licenses and Permits, the Plans and Specifications and the Records;
 - (iii) all real estate tax and sales tax bills and assessment notices for the last three years;
 - (iv) any current insurance policies pertaining to the Property;
 - (v) files of Seller pertaining to any past or pending entitlement and/or zoning, land use or environmental applications;
 - (vii) all documents evidencing the property rights of Seller with respect to the Property, if any; and

- (viii) Seller's files with respect to any litigation matters disclosed on Exhibit "B" attached hereto.

Any of the foregoing documents which are not otherwise publicly available shall be held and reviewed in the confidence and only shown to Purchaser's employees, attorneys, architects and engineers, other consultants and advisors and actual and prospective investors, assignees and lenders as reasonably required for due diligence.

- (b) Inspection Period. Purchaser shall have until 5:00 p.m. on the 60th day following the Effective Date (the "Inspection Period") to examine the Contracts, the Licenses and Permits, the other materials provided for under Paragraph 7(a), and to make such physical, zoning, land use and other examinations, inspections and investigations of the Property or the use or operation thereof which Purchaser, in Purchaser's sole discretion, may determine to make. Purchaser may, in its sole and absolute discretion, cancel this transaction for any or no reason by written notice of cancellation given to Seller and the Escrow Agent prior to the expiration of the Inspection Period, in which event the Escrow Agent shall return the Deposit and all interest earned thereon to Purchaser, whereupon the parties shall be released from all further obligations under this Agreement except those that expressly survive. In the event Purchaser has not so timely delivered written notice of cancellation, then the foregoing condition precedent shall automatically be deemed to be satisfied in full and waived by Purchaser. Buyer to repair any damage caused by Buyer or its agents.

In the event Purchaser timely elects to cancel this Agreement during the Inspection Period as permitted above, Purchaser shall deliver to Seller with the notice of cancellation, all materials delivered or copied pursuant to Paragraph 7(a) above, together with true copies of all new studies, surveys, plans, investigations and reports obtained by or prepared for Purchaser in connection with Purchaser's investigation of the Property.

8. Seller's Representations: Seller represents and warrants to Purchaser as follows:

- (a) Authority. Seller is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Florida. This Agreement and the agreements and other documents to be executed by Seller at Closing pursuant to this Agreement, when so executed and delivered are and shall be legal, valid and binding obligations of Seller and enforceable against Seller in accordance with their terms. The execution, delivery and performance of this Agreement by Seller is within its powers and have been duly authorized by all necessary entity, action, and no consent of any other person or entity to such execution, delivery and performance is required.
- (b) FIRPTA. Seller is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, Seller shall deliver to Purchaser a certificate to such effect.
- (c) Lawsuits. There are currently no lawsuits pending, or to the best of Seller's knowledge, threatened with respect to the Property or that might materially and detrimentally affect the ability of Seller to perform its obligations under this Agreement, except as set forth in Exhibit "G" attached hereto.
- (d) Notices of Violations: Hazardous Substances. To the best of Seller's knowledge, there are no violations of any rules, ordinances, orders, requirements or regulations imposed on or affecting the Property (or from any holder of any recorded restrictive covenants affecting the Property), including violations of any laws or regulations pertaining to Hazardous Substances (as hereinafter defined). To the best of Seller's knowledge, Seller has not caused a "release" of any Hazardous Substances onto or from the Property in

violation of any applicable environmental law, which has not been cured to the satisfaction of all appropriate governmental authority. The term "Hazardous Substances" as used in this Agreement shall mean collectively any and all substances listed as "hazardous" or "toxic" in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. ' ' 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. ' ' 6901 et seq., and all other applicable federal, state and local laws, ordinances and governmental regulations (collectively, "Hazardous Substances").

- (e) Contracts, etc. Pursuant to Paragraph 7(a) hereon, Seller has provided or will provide Purchaser with a list setting forth all of the Licenses and Permits, Contracts and warranties affecting the Property as of the date of this Agreement, each of which is in full force and affect and free of default thereunder. The copies thereof to be delivered to Purchaser pursuant to Section 7(a) hereof shall be true, correct and complete copies thereof. All Contracts affecting the property may be cancelled upon notice from Buyer within 10 days prior to Closing.
- (g) No Third Party Rights of Occupancy. Seller has not entered into any written or oral lease or other agreement for occupancy or possession of the Property, or entered into any oral or written agreement to grant occupancy or possession with respect to any portion of the Property.
- (h) No Other Obligations Affecting Property. No agreements, contracts or undertakings exist which affect the Property that will be binding on Purchaser after the Closing, except the Licenses and Permits, Contracts and Warranties, and items of public record.
- (i) Condemnation. There are no condemnation or eminent domain proceedings pending, or to the best of Seller's knowledge, threatened against or affecting the Property or any portion thereof or interest therein.
- (j) No Zoning Violations. To the best of Seller's knowledge, there are no violations or alleged violations of building codes and/or zoning ordinances or other governmental or regulatory laws (including, without limitation, any violations of any applicable environmental laws), ordinances, regulations, orders or requirements affecting the Property.
- (k) No Other Contracts to Sell the Property. Except for Purchaser under this Agreement, no person or entity has any agreement, commitment, option, right of first refusal, right of first offer, or any other right, option or agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property.

At or prior to Closing, Seller shall update the representations set forth in this Paragraph 8 and re-certify same effective as of Closing.

Except for the above repairs and warranties, Seller makes no repairs or warranties and Buyer is buying property "As-Is" solely based upon its inspections.

9. **Purchaser's Representations.** Purchaser represents and warrants to Seller as follows:

- (a) Authority. Purchaser is a city, duly organized, validly existing and in good standing under the laws of the State of Florida. This Agreement and the agreements and other documents to be executed by Purchaser at Closing pursuant to this Agreement, when so executed and delivered are and shall be legal, valid and binding obligations of Purchaser and enforceable against Purchaser in accordance with their terms. The execution, delivery and performance of this

Agreement by Purchaser is within its powers and have been duly authorized by all necessary entity, action, and no consent of any other person or entity to such execution, delivery and performance is required.

The representations set forth in this Paragraph 9 shall survive Closing for a period of twelve (12) months.

10. **Operations of Property Prior to Closing.**

- (a) Prior to the Closing, Seller shall maintain the Property in the same condition, repair, and appearance existing on the date of the execution of this Agreement by Seller, reasonable wear and tear excepted, unless otherwise provided for herein. Seller shall comply with all of its obligations under the Contracts, Licenses and Permits and Warranties through the Closing.
- (b) Prior to Closing, Seller shall not enter into any leases without the prior written consent of Purchaser. If Purchaser does not notify Seller in writing of its consent, approval or disapproval within ten (10) Days after notice thereof from Seller, it will be presumed that Purchaser has not consented or approved such requested action.

11. **Default Provisions.** In the event Purchaser fails to close this transaction as contemplated by this Agreement, Seller shall receive the Deposit, together with all interest earned thereon, as Seller's sole and exclusive remedy and as agreed and liquidated damages, whereupon the parties shall be relieved of all further obligations hereunder except only those that expressly survive. Purchaser and Seller acknowledge and agree that actual damages are difficult or impossible to ascertain and the Deposit, together with all interest earned thereon, is a fair and reasonable estimation of the damages of Seller.

In the event of a default by Seller under this Agreement, Purchaser at its option shall have the right, as its sole and exclusive remedies, to either: (i) receive the return of the Deposit together with all interest earned thereon, whereupon the parties shall be released from all further obligations hereunder except only those that expressly survive, or, alternatively, (ii) seek specific performance of the Seller's obligations hereunder; provided, however, that in the event Seller wrongfully conveys the Property or any portion thereof to a third party purchaser so that the remedy of specific performance is not available to Purchaser, then in such event, Purchaser shall be entitled to seek damages for Seller's wrongful conveyance.

Notwithstanding the foregoing, in the event of a default by either party of any obligations which specifically survive Closing, then the non-defaulting party shall be entitled to seek any legal redress permitted by law or equity. The foregoing sentence shall survive Closing.

12. **Prorations, Deposits.** Real estate and personal property taxes, operating expenses of the Property, items of income and expense, and all other proratable items shall be prorated as of 12:01 a.m. of the date of Closing. Water, sewer, electricity, fuel and other utility charges will be apportioned based upon meter readings taken as of the day immediately prior to Closing, but Purchaser and Seller agree to pay their respective shares of all utility bills received subsequent to Closing, prorated as of 12:01 a.m. on the date of Closing. In the event the real estate taxes for the year of closing are unknown, the tax proration will be based upon the taxes for the prior year reduced by the maximum discount available for early payment, and at the request of either party, the taxes for the year of closing shall be reprorated and adjusted when the tax bill for such year is received and the actual amount of taxes is known. At Closing, Seller shall be reimbursed or credited for all: (i) utility deposits, (ii) prepaid charges under the Contracts (and any new contract(s)), together with a credit for any deposits thereunder, and Purchaser shall receive a prorated credit for any unpaid amounts payable for the month of Closing and not yet paid by Seller for periods prior to Closing, as well as credit for security deposits on leases, and (iii) such other reimbursements as are provided for in this Agreement. The provisions of this paragraph shall survive the Closing.

13. **Improvement Liens.** Certified, confirmed or ratified liens for governmental improvements as of the date of Closing, if any, shall be paid in full by Seller, and all other liens for governmental improvements shall be assumed by the Purchaser. Notwithstanding the foregoing, to the extent any of the foregoing certified, confirmed or

ratified liens are payable in installments, Purchaser shall take title subject to such lien(s) and assume the balance of such installment payments. In such event, the installment payment for the year of Closing shall be prorated as of 12:01 a.m. of the date of Closing.

14. **Closing Costs.** The parties shall bear the following costs:
- (a) Purchaser shall be responsible for payment of the following: (i) the cost of obtaining the Survey; (ii) any and all costs and expenses of architectural, engineering and other inspection and feasibility studies and reports incident to Purchaser's inspections and (iii) conveyance and notary fees and clerk's recordation fees for recording the special warranty deed.
 - (b) Seller shall be responsible for payment of (i) the cost of any corrective or curative title documents, (ii) the documentary stamp, surtax or other taxes on the deed of conveyance and (iii) the cost of issuing the Commitment and the premiums and other related fees and costs for any owner's title insurance policies issued pursuant hereto.
 - (c) Each party shall pay its own legal fees except as otherwise expressly provided herein.

15. **Closing.** Subject to other provisions of this Agreement for extension, the closing (the "Closing") shall be held on **10 days after the expiration of the Inspection Period** or at such earlier time as may be set by Purchaser on three (3) business days' notice, at the offices of GrayRobinson, P.A., in Orlando, Florida, or other mutually agreeable location, or by mail if all Seller documents are delivered to buyers attorneys 48 hours prior to scheduled closing.

At Closing, Buyer shall have prepared, and Seller shall execute and/or deliver or cause to be delivered to Purchaser the following closing documents:

- (a) a special warranty deed conveying the Property subject only to matters either consented to or not timely objected to by Purchaser pursuant to paragraph 6 above;
- (b) an assignment of all Contracts included in this transaction (including new contract(s) permitted under Paragraph 10 above, if any), which assignment shall contain a representation of no prior assignment and an indemnification by Seller for any failure by Seller to perform any of its respective obligations under the Contracts (or any new contract(s)) required to be performed prior to Closing;
- (c) an assignment, without representation or warranty, of the Licenses and Permits, Plans and Specifications, and Records and Plans;
- (d) a "non-foreign" affidavit or certificate pursuant to Internal Revenue Code Section 1445;
- (e) an appropriate and customary mechanic's lien affidavit in form reasonably required by Purchaser's title company;
- (f) an affidavit of exclusive possession;
- (g) entity resolutions, as applicable, and/or such other evidence of authority and good standing with respect to Seller as may be reasonably required by the Title Company;
- (h) the originals (or a copy where there is no original) of all of the Leases, Contracts, Licenses and Permits, Plans and Specifications, and Records in Seller's possession; and
- (i) an update certificate from Seller updating the representations made by Seller under Paragraph 8 above to the date of Closing.

At Closing, Purchaser shall execute and/or deliver (as applicable) to Seller:

- (a) the balance of the Purchase Price; and
- (b) entity resolutions, as applicable, and/or such other evidence of authority and good standing with respect to Seller as may be reasonably required by the Title Company;

Both parties shall execute and deliver counterpart closing statements and such other documents as are reasonably necessary to consummate this transaction.

Once Seller has satisfied all contingencies and a closing date is scheduled, the Buyer shall have the right to postpone the Closing Date for one additional thirty (30) day period by delivering a non-refundable additional deposit to Seller for each extension requested in the amount of five thousand dollar (\$5,000) creditable to the Buyer at Closing ("Additional Deposit"). The Additional Deposit shall not be refundable to Buyer (except in the case of a Seller default) and shall be applied to the Purchase Price at Closing.

16. **Broker.** If a claim for commission in connection with this transaction is made by any broker, salesperson or finder other than Broker, as defined below, claiming to have dealt through or on behalf of one of the parties hereto ("**Indemnitor**"), Indemnitor shall indemnify, defend and hold harmless the other party hereunder ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) with respect to said claim for commission. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this paragraph shall survive the Closing and any cancellation or termination of this Agreement.

17. **Inspections.** Purchaser, and Purchaser's agents and contractors, shall have the right during the term of this Agreement to enter upon the Property at reasonable times and upon one (1) business day's prior notice, for purposes of inspection and investigation, including making tests and studies thereon pursuant to paragraph 7 of this Agreement. Buyer shall repair any damage done by its contractors. Purchaser shall use its best efforts not to disturb any tenants in making such inspections. Notwithstanding anything to the contrary, Purchaser covenants and agrees that all Purchaser and/or Purchaser's agents or contractors performing any such inspections or investigations shall be insured by general comprehensive liability insurance policy (ies) from reputable and highly rated insurance company (ies) licensed in Florida with limits of not less than \$1,000,000.00. Upon request by Seller, proof of such coverage shall be delivered to Seller prior to any entry upon the Property. Purchaser agrees to indemnify, defend and hold harmless Seller from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) arising out of or resulting from any such inspection or investigation other than in respect of any Hazardous Substances revealed thereby. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this paragraph shall survive the Closing and any cancellation or termination of this Agreement.

18. **Escrow Agent.** The Escrow Agent shall not be liable for any actions taken by it in good faith, but only for its gross negligence or willful misconduct. The parties hereby indemnify and agree to hold harmless the Escrow Agent from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorneys' fees and court costs at all trial and appellate levels) the Escrow Agent may incur or be exposed to in its capacity as escrow agent hereunder, except for its gross negligence or willful misconduct. If there be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead the disputed amount or the entire proceeds with any court of competent jurisdiction and thereby be released from all of its obligations hereunder. The parties acknowledge that the Escrow Agent is the law firm representing the Purchaser and hereby agree that such law firm may continue to represent the Purchaser in any litigation pursuant to this Agreement. The Escrow Agent shall not be liable for any failure of the depository.

19. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal

Express), by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows, or by electronic mail, "E-Mail," which shall be deemed delivered when sent:

If to the Seller at: Gregory & Tyler Arneson
2937 Neptune Ave
Eau Claire, Wisconsin 54703

With a copy to:

If to the Purchaser at: City of Polk City
123 Broadway Blvd. SE
Polk City, FL 33868

With a copy to: GrayRobinson, P.A.
Attn: Thomas Cloud, Esq
301 E. Pine Street, Suite 1400
Orlando, FL 32801

If to the Escrow Agent at: GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Notices personally delivered or sent by overnight courier or via facsimile shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. mails.

20. **Risk of Loss.** In the event that the Property or any material portion thereof is taken by eminent domain prior to Closing, Purchaser shall have the option of either: (a) canceling this Agreement and receiving a refund of the Deposit and all interest earned thereon whereupon all parties shall be relieved of all further obligations under this Agreement except those that expressly survive, or (b) proceeding with Closing without reduction of the Purchase Price, in which case Purchaser shall be entitled to all condemnation awards and settlements, if any. In the event only a nonmaterial portion of the Property is taken by eminent domain prior to Closing, then Purchaser shall be required to proceed with Closing without reduction of Purchase Price, but Purchaser shall be entitled to all condemnation awards and settlements, if any. In the event that the Improvements are materially damaged or destroyed by fire or other casualty prior to Closing (which for purposes of this paragraph shall mean damages to Improvements that would cost in excess of \$2,500.00 to repair), Purchaser shall have the option of either: (i) canceling this Agreement and receiving a refund of the Deposit all interest earned thereon whereupon all parties shall be released from all further obligations under this Agreement, except only those that expressly survive, or (ii) proceeding with Closing without reduction in the Purchase Price or claim against Seller therefor, in which case Purchaser shall be entitled to all insurance proceeds, if any, resulting from such casualty, plus a credit at Closing against the Purchase Price in the amount of any insurance deductible that is actually deducted from the proceeds made available to Purchaser. In the event only a nonmaterial portion of the Improvements is damaged or destroyed by fire or other casualty prior to Closing, then Purchaser shall be required to proceed with Closing without reduction in the Purchase Price or claim against Seller therefor, in which case Purchaser shall be entitled to all insurance proceeds, if any, resulting from such casualty, plus a credit at Closing against the Purchase Price in the amount of any insurance deductible that is actually deducted from the proceeds made available to Purchaser.

21. **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.

22. **Miscellaneous.**

- (a) This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.
- (b) In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- (c) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. The parties stipulate and agree that venue in any such litigation shall be laid in Orange County, Florida.
- (d) In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.
- (e) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- (f) All references to a number of days shall mean calendar days unless Business Days are expressly referred to. A Business Day is any Monday, Tuesday, Wednesday, Thursday or Friday other than any legal holiday.

23. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

24. **Status of Offer.** The execution of this Agreement by Purchaser constitutes an offer to purchase the Property. Unless this Agreement is accepted by Seller and a fully-executed copy acknowledged is delivered to Purchaser's counsel on or before 5:00 pm on July 31, 2019, the offer set forth in this Agreement shall be automatically revoked and terminated.

25. **Assignment.** Buyer may not assign this contract without Seller's written consent. Notwithstanding the foregoing, Buyer may assign to an entity in which Buyer or Buyer's Principals own a majority interest. If the contract, is assigned Buyer shall remain liable.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

Signed in the presence of:

SELLER:

Print Name: _____

By: _____
Name: Tyler Arneson

Print Name: _____

By: _____
Name: Gregory Arneson

PURCHASER:

Polk City, Florida

Print Name: _____

By: _____
Name: Patricia Jackson
Its: City Manager
Date: _____

Print Name: _____

EXHIBIT "A"

Legal Description of Land

MOUNT OLIVE ESTATES PB 64 PG 17 BLK E PARCEL A S 133.65 FT & MOUNT
OLIVE HEIGHTS PB 64 PG 14 BLK D TRACT A S 133.65 FT A/K/A HOA TENNIS
COURT

EXHIBIT "B"

Lawsuits

**City Commission Meeting
August 19, 2019**

AGENDA ITEM #6: FOUNTAIN PARK PHASE 3 – FINAL PLAT REVIEW

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Fountain Park Phase 3 – Final Plat Review

ATTACHMENTS:

Staff Report from Central Florida Regional Planning Council
Final Plat – Fountain Park Phase 3
Preliminary Plat – Fountain Park Phase 3

ANALYSIS:

The purpose of the Final Plat is to establish a legal record of the subdivision of land. The Final Plat shall be reviewed for consistency with the approved Preliminary Plat.

The Engineer has submitted additional comments to the Developer regarding information required prior to the final plat being approved (as-built information, survey information and drainage information). If those changes are not completed, this item will be removed from the Agenda.

The Planning Commission approved to forward the Fountain Park Phase 3 Final Plat to the City Commission with a recommendation of approval (there were no changes from the preliminary plat).

See attached report additional information.

STAFF RECOMMENDATION:

If all items are addressed staff recommends: Move to approve Fountain Park Phase 3 Final Plat



**POLK CITY
PRELIMINARY SUBDIVISION PLAT REVIEW
OVERVIEW REPORT**

AUGUST 19, 2019

TO: POLK CITY COMMISSION

FROM: CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

SUBJECT: **Final Plat Review:**

Fountain Park Phase 3

AGENDA DATES:

- August 5, 2019, 5:30 PM: Planning Commission Meeting
- **August 19, 2019, 7:00 PM: City Commission Meeting**

ATTACHMENTS:

- Final Plat – Fountain Park – Phase 3
- Preliminary Plat - Fountain Park Phase 3 (provided for purposes of comparison)

POLK CITY PLANNING COMMISSION ACTION:

On Monday, August 5, 2019, the Polk City Planning Commission voted to forward the Fountain Park Phase 3 Final to the City Commission with a recommendation of approval.

PROPERTY OVERVIEW:

Property Owner	Pulte Home Corp.
Subject Property	25-27-06-298368-00102
Acreage	±40.36 acres for Phase 3
Existing Future Land Use	Residential Low - X
Existing Zoning	Planned Unit Development – Special Protection Area

REQUEST:

The applicant, Pulte Home Corp., is requesting Final Plat approval for Fountain Park Phase 3 in Polk City, located on the east side of SR 33(Commonwealth Avenue), south of Mt. Olive Road.

STANDARDS FOR REVIEWING FINAL SUBDIVISION PLATS:

The purpose of the Final Plat is to establish a legal record of the subdivision of land. The Final Plat shall be reviewed for consistency with the approved Preliminary Subdivision Plat.

The Planning Commission shall discuss the final plat and compare it to the preliminary plat.

FINDINGS OF FACT:

- The property has a Future Land Use (FLU) of Residential Low - X (located in the Green Swamp Area of Critical State Concern) which allows up to 3 du/ac.
- The property has an Existing Zoning of Planned Unit Development – Special Protection Area (located in the Green Swamp Area of Critical State Concern).
- Fountain Park Phase 3 consist of 90 lots on approximately 40.36 acres at a gross density of 2.23 dwelling units per acre.
- Typical lot size is 50 ft X 120 ft (6,000 sq. ft.). A total of 90 lots are proposed.
- Reviewing departments and agencies have reviewed and approved the Final Plat for Fountain Park Phase 3.

FINAL SUBDIVISION PLAT REQUIREMENTS:

The Final Subdivision Plat shall include the following.

- (1) Name of plat. **Complete**
- (2) Description of lands to be platted. **Complete**
- (3) Layout of proposed streets. **Complete**
- (5) All existing restrictions on the use of the land, including easements, rights-of-way, jurisdictional wetlands areas, either assumed or confirmed. **Complete**

FOUNTAIN PARK - PHASE 3

A Replat of Tract D, FOUNTAIN PARK - PHASE 2, according to the plat thereof, as recorded in Plat Book 167, Pages 13 through 17, Public Records of Polk County, Florida
 Situated in Section 6, Township 27 South, Range 25 East
 Polk City, Polk County, Florida

OVERALL BOUNDARY
and KEY MAP



TABLE 1 - LOT AREA

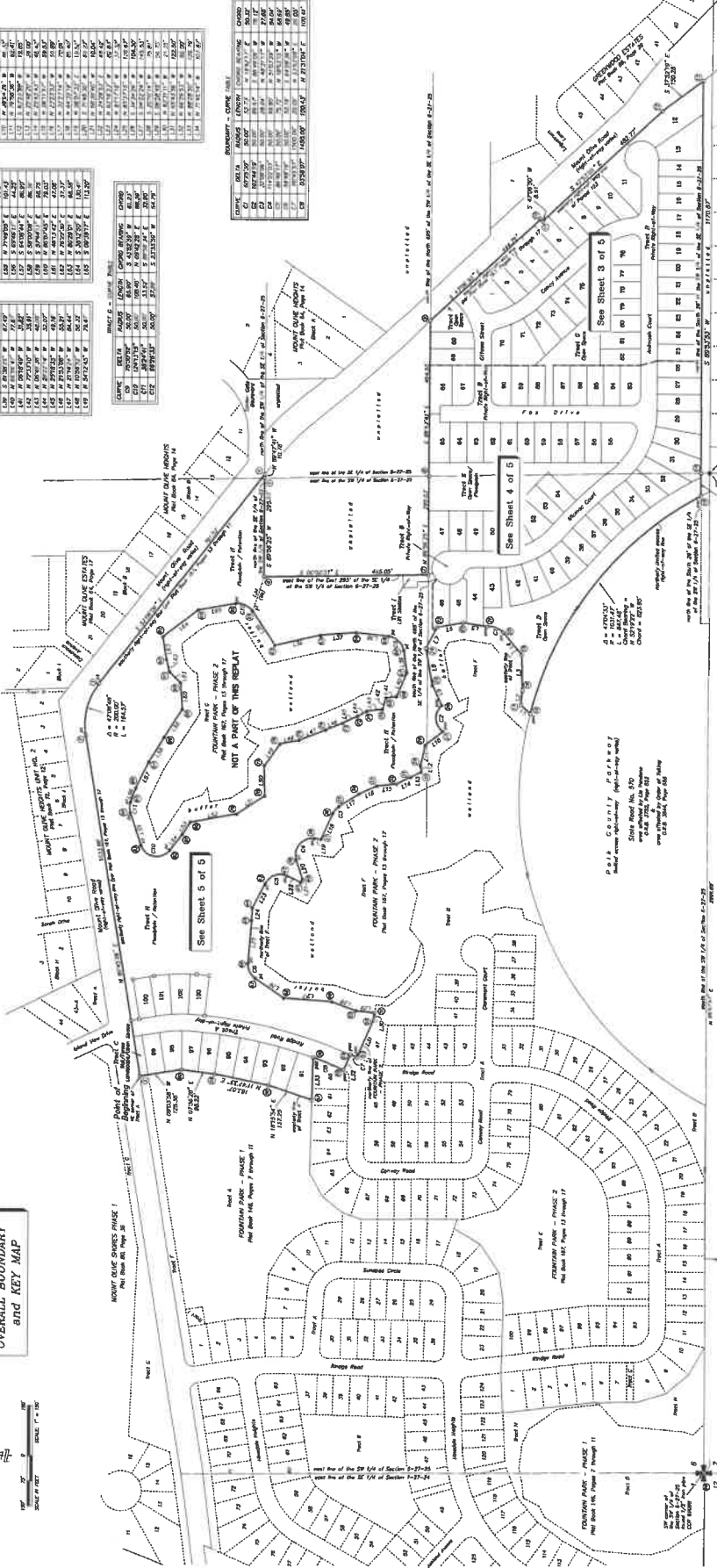
LOT	AREA	AREA	AREA
1	1,234.56	1,234.56	1,234.56
2	1,234.56	1,234.56	1,234.56
3	1,234.56	1,234.56	1,234.56
4	1,234.56	1,234.56	1,234.56
5	1,234.56	1,234.56	1,234.56
6	1,234.56	1,234.56	1,234.56
7	1,234.56	1,234.56	1,234.56
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18	1,234.56	1,234.56	1,234.56
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31	1,234.56	1,234.56	1,234.56
32	1,234.56	1,234.56	1,234.56
33	1,234.56	1,234.56	1,234.56
34	1,234.56	1,234.56	1,234.56
35	1,234.56	1,234.56	1,234.56
36	1,234.56	1,234.56	1,234.56
37	1,234.56	1,234.56	1,234.56
38	1,234.56	1,234.56	1,234.56
39	1,234.56	1,234.56	1,234.56
40	1,234.56	1,234.56	1,234.56
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42	1,234.56	1,234.56	1,234.56
43	1,234.56	1,234.56	1,234.56
44	1,234.56	1,234.56	1,234.56
45	1,234.56	1,234.56	1,234.56
46	1,234.56	1,234.56	1,234.56
47	1,234.56	1,234.56	1,234.56
48	1,234.56	1,234.56	1,234.56
49	1,234.56	1,234.56	1,234.56
50	1,234.56	1,234.56	1,234.56
51	1,234.56	1,234.56	1,234.56
52	1,234.56	1,234.56	1,234.56
53	1,234.56	1,234.56	1,234.56
54	1,234.56	1,234.56	1,234.56
55	1,234.56	1,234.56	1,234.56
56	1,234.56	1,234.56	1,234.56
57	1,234.56	1,234.56	1,234.56
58	1,234.56	1,234.56	1,234.56
59	1,234.56	1,234.56	1,234.56
60	1,234.56	1,234.56	1,234.56
61	1,234.56	1,234.56	1,234.56
62	1,234.56	1,234.56	1,234.56
63	1,234.56	1,234.56	1,234.56
64	1,234.56	1,234.56	1,234.56
65	1,234.56	1,234.56	1,234.56
66	1,234.56	1,234.56	1,234.56
67	1,234.56	1,234.56	1,234.56
68	1,234.56	1,234.56	1,234.56
69	1,234.56	1,234.56	1,234.56
70	1,234.56	1,234.56	1,234.56
71	1,234.56	1,234.56	1,234.56
72	1,234.56	1,234.56	1,234.56
73	1,234.56	1,234.56	1,234.56
74	1,234.56	1,234.56	1,234.56
75	1,234.56	1,234.56	1,234.56
76	1,234.56	1,234.56	1,234.56
77	1,234.56	1,234.56	1,234.56
78	1,234.56	1,234.56	1,234.56
79	1,234.56	1,234.56	1,234.56
80	1,234.56	1,234.56	1,234.56
81	1,234.56	1,234.56	1,234.56
82	1,234.56	1,234.56	1,234.56
83	1,234.56	1,234.56	1,234.56
84	1,234.56	1,234.56	1,234.56
85	1,234.56	1,234.56	1,234.56
86	1,234.56	1,234.56	1,234.56
87	1,234.56	1,234.56	1,234.56
88	1,234.56	1,234.56	1,234.56
89	1,234.56	1,234.56	1,234.56
90	1,234.56	1,234.56	1,234.56
91	1,234.56	1,234.56	1,234.56
92	1,234.56	1,234.56	1,234.56
93	1,234.56	1,234.56	1,234.56
94	1,234.56	1,234.56	1,234.56
95	1,234.56	1,234.56	1,234.56
96	1,234.56	1,234.56	1,234.56
97	1,234.56	1,234.56	1,234.56
98	1,234.56	1,234.56	1,234.56
99	1,234.56	1,234.56	1,234.56
100	1,234.56	1,234.56	1,234.56

TABLE 2 - LOT AREA

LOT	AREA	AREA	AREA
101	1,234.56	1,234.56	1,234.56
102	1,234.56	1,234.56	1,234.56
103	1,234.56	1,234.56	1,234.56
104	1,234.56	1,234.56	1,234.56
105	1,234.56	1,234.56	1,234.56
106	1,234.56	1,234.56	1,234.56
107	1,234.56	1,234.56	1,234.56
108	1,234.56	1,234.56	1,234.56
109	1,234.56	1,234.56	1,234.56
110	1,234.56	1,234.56	1,234.56
111	1,234.56	1,234.56	1,234.56
112	1,234.56	1,234.56	1,234.56
113	1,234.56	1,234.56	1,234.56
114	1,234.56	1,234.56	1,234.56
115	1,234.56	1,234.56	1,234.56
116	1,234.56	1,234.56	1,234.56
117	1,234.56	1,234.56	1,234.56
118	1,234.56	1,234.56	1,234.56
119	1,234.56	1,234.56	1,234.56
120	1,234.56	1,234.56	1,234.56
121	1,234.56	1,234.56	1,234.56
122	1,234.56	1,234.56	1,234.56
123	1,234.56	1,234.56	1,234.56
124	1,234.56	1,234.56	1,234.56
125	1,234.56	1,234.56	1,234.56
126	1,234.56	1,234.56	1,234.56
127	1,234.56	1,234.56	1,234.56
128	1,234.56	1,234.56	1,234.56
129	1,234.56	1,234.56	1,234.56
130	1,234.56	1,234.56	1,234.56
131	1,234.56	1,234.56	1,234.56
132	1,234.56	1,234.56	1,234.56
133	1,234.56	1,234.56	1,234.56
134	1,234.56	1,234.56	1,234.56
135	1,234.56	1,234.56	1,234.56
136	1,234.56	1,234.56	1,234.56
137	1,234.56	1,234.56	1,234.56
138	1,234.56	1,234.56	1,234.56
139	1,234.56	1,234.56	1,234.56
140	1,234.56	1,234.56	1,234.56
141	1,234.56	1,234.56	1,234.56
142	1,234.56	1,234.56	1,234.56
143	1,234.56	1,234.56	1,234.56
144	1,234.56	1,234.56	1,234.56
145	1,234.56	1,234.56	1,234.56
146	1,234.56	1,234.56	1,234.56
147	1,234.56	1,234.56	1,234.56
148	1,234.56	1,234.56	1,234.56
149	1,234.56	1,234.56	1,234.56
150	1,234.56	1,234.56	1,234.56

TABLE 3 - LOT AREA

LOT	AREA	AREA	AREA
151	1,234.56	1,234.56	1,234.56
152	1,234.56	1,234.56	1,234.56
153	1,234.56	1,234.56	1,234.56
154	1,234.56	1,234.56	1,234.56
155	1,234.56	1,234.56	1,234.56
156	1,234.56	1,234.56	1,234.56
157	1,234.56	1,234.56	1,234.56
158	1,234.56	1,234.56	1,234.56
159	1,234.56	1,234.56	1,234.56
160	1,234.56	1,234.56	1,234.56
161	1,234.56	1,234.56	1,234.56
162	1,234.56	1,234.56	1,234.56
163	1,234.56	1,234.56	1,234.56
164	1,234.56	1,234.56	1,234.56
165	1,234.56	1,234.56	1,234.56
166	1,234.56	1,234.56	1,234.56
167	1,234.56	1,234.56	1,234.56
168	1,234.56	1,234.56	1,234.56
169	1,234.56	1,234.56	1,234.56
170	1,234.56	1,234.56	1,234.56
171	1,234.56	1,234.56	1,234.56
172	1,234.56	1,234.56	1,234.56
173	1,234.56	1,234.56	1,234.56
174	1,234.56	1,234.56	1,234.56
175	1,234.56	1,234.56	1,234.56
176	1,234.56	1,234.56	1,234.56
177	1,234.56	1,234.56	1,234.56
178	1,234.56	1,234.56	1,234.56
179	1,234.56	1,234.56	1,234.56
180	1,234.56	1,234.56	1,234.56



BOUNDARY COORDINATES

NO.	DESCRIPTION	AREA	AREA	AREA
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
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32
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49
50

BOUNDARY COORDINATES

NO.	DESCRIPTION	AREA	AREA	AREA
51
52
53
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67	

FOUNTAIN PARK - PHASE 3

A Replat of Tract D, FOUNTAIN PARK - PHASE 2, according to the plat thereof, as recorded in Plat Book 167, Pages 13 through 17, Public Records of Polk County, Florida
 Situated in Section 6, Township 27 South, Range 25 East
 Polk County, Florida

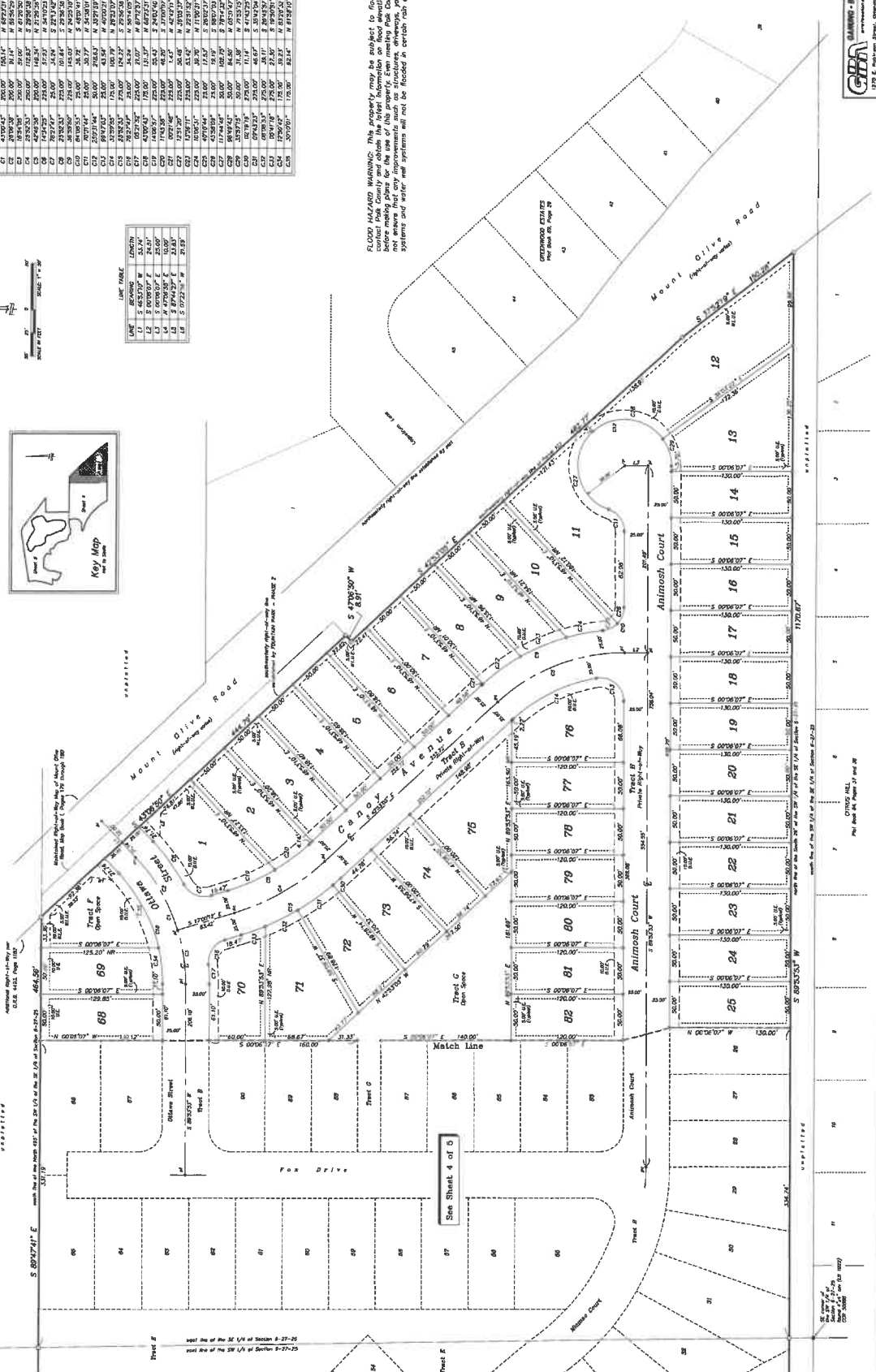
COMP.	DELTA	ANGLE	LENGTH	CUMULATIVE BEARING	CUMULATIVE DISTANCE
01	43.9542	270.00°	76.14'	N 87°23'17" E	76.14'
02	43.9542	270.00°	76.14'	N 87°23'17" E	152.28'
03	43.9542	270.00°	76.14'	N 87°23'17" E	228.42'
04	43.9542	270.00°	76.14'	N 87°23'17" E	304.56'
05	43.9542	270.00°	76.14'	N 87°23'17" E	380.70'
06	43.9542	270.00°	76.14'	N 87°23'17" E	456.84'
07	43.9542	270.00°	76.14'	N 87°23'17" E	532.98'
08	43.9542	270.00°	76.14'	N 87°23'17" E	609.12'
09	43.9542	270.00°	76.14'	N 87°23'17" E	685.26'
10	43.9542	270.00°	76.14'	N 87°23'17" E	761.40'
11	43.9542	270.00°	76.14'	N 87°23'17" E	837.54'
12	43.9542	270.00°	76.14'	N 87°23'17" E	913.68'
13	43.9542	270.00°	76.14'	N 87°23'17" E	989.82'
14	43.9542	270.00°	76.14'	N 87°23'17" E	1065.96'
15	43.9542	270.00°	76.14'	N 87°23'17" E	1142.10'
16	43.9542	270.00°	76.14'	N 87°23'17" E	1218.24'
17	43.9542	270.00°	76.14'	N 87°23'17" E	1294.38'
18	43.9542	270.00°	76.14'	N 87°23'17" E	1370.52'
19	43.9542	270.00°	76.14'	N 87°23'17" E	1446.66'
20	43.9542	270.00°	76.14'	N 87°23'17" E	1522.80'
21	43.9542	270.00°	76.14'	N 87°23'17" E	1598.94'
22	43.9542	270.00°	76.14'	N 87°23'17" E	1675.08'
23	43.9542	270.00°	76.14'	N 87°23'17" E	1751.22'
24	43.9542	270.00°	76.14'	N 87°23'17" E	1827.36'
25	43.9542	270.00°	76.14'	N 87°23'17" E	1903.50'
26	43.9542	270.00°	76.14'	N 87°23'17" E	1979.64'
27	43.9542	270.00°	76.14'	N 87°23'17" E	2055.78'
28	43.9542	270.00°	76.14'	N 87°23'17" E	2131.92'
29	43.9542	270.00°	76.14'	N 87°23'17" E	2208.06'
30	43.9542	270.00°	76.14'	N 87°23'17" E	2284.20'
31	43.9542	270.00°	76.14'	N 87°23'17" E	2360.34'
32	43.9542	270.00°	76.14'	N 87°23'17" E	2436.48'
33	43.9542	270.00°	76.14'	N 87°23'17" E	2512.62'
34	43.9542	270.00°	76.14'	N 87°23'17" E	2588.76'
35	43.9542	270.00°	76.14'	N 87°23'17" E	2664.90'
36	43.9542	270.00°	76.14'	N 87°23'17" E	2741.04'
37	43.9542	270.00°	76.14'	N 87°23'17" E	2817.18'
38	43.9542	270.00°	76.14'	N 87°23'17" E	2893.32'
39	43.9542	270.00°	76.14'	N 87°23'17" E	2969.46'
40	43.9542	270.00°	76.14'	N 87°23'17" E	3045.60'
41	43.9542	270.00°	76.14'	N 87°23'17" E	3121.74'
42	43.9542	270.00°	76.14'	N 87°23'17" E	3197.88'
43	43.9542	270.00°	76.14'	N 87°23'17" E	3274.02'
44	43.9542	270.00°	76.14'	N 87°23'17" E	3350.16'
45	43.9542	270.00°	76.14'	N 87°23'17" E	3426.30'
46	43.9542	270.00°	76.14'	N 87°23'17" E	3502.44'
47	43.9542	270.00°	76.14'	N 87°23'17" E	3578.58'
48	43.9542	270.00°	76.14'	N 87°23'17" E	3654.72'
49	43.9542	270.00°	76.14'	N 87°23'17" E	3730.86'
50	43.9542	270.00°	76.14'	N 87°23'17" E	3807.00'
51	43.9542	270.00°	76.14'	N 87°23'17" E	3883.14'
52	43.9542	270.00°	76.14'	N 87°23'17" E	3959.28'
53	43.9542	270.00°	76.14'	N 87°23'17" E	4035.42'
54	43.9542	270.00°	76.14'	N 87°23'17" E	4111.56'
55	43.9542	270.00°	76.14'	N 87°23'17" E	4187.70'
56	43.9542	270.00°	76.14'	N 87°23'17" E	4263.84'
57	43.9542	270.00°	76.14'	N 87°23'17" E	4340.00'
58	43.9542	270.00°	76.14'	N 87°23'17" E	4416.14'
59	43.9542	270.00°	76.14'	N 87°23'17" E	4492.28'
60	43.9542	270.00°	76.14'	N 87°23'17" E	4568.42'
61	43.9542	270.00°	76.14'	N 87°23'17" E	4644.56'
62	43.9542	270.00°	76.14'	N 87°23'17" E	4720.70'
63	43.9542	270.00°	76.14'	N 87°23'17" E	4796.84'
64	43.9542	270.00°	76.14'	N 87°23'17" E	4872.98'
65	43.9542	270.00°	76.14'	N 87°23'17" E	4949.12'
66	43.9542	270.00°	76.14'	N 87°23'17" E	5025.26'
67	43.9542	270.00°	76.14'	N 87°23'17" E	5101.40'
68	43.9542	270.00°	76.14'	N 87°23'17" E	5177.54'
69	43.9542	270.00°	76.14'	N 87°23'17" E	5253.68'
70	43.9542	270.00°	76.14'	N 87°23'17" E	5329.82'
71	43.9542	270.00°	76.14'	N 87°23'17" E	5405.96'
72	43.9542	270.00°	76.14'	N 87°23'17" E	5482.10'
73	43.9542	270.00°	76.14'	N 87°23'17" E	5558.24'
74	43.9542	270.00°	76.14'	N 87°23'17" E	5634.38'
75	43.9542	270.00°	76.14'	N 87°23'17" E	5710.52'
76	43.9542	270.00°	76.14'	N 87°23'17" E	5786.66'
77	43.9542	270.00°	76.14'	N 87°23'17" E	5862.80'
78	43.9542	270.00°	76.14'	N 87°23'17" E	5938.94'
79	43.9542	270.00°	76.14'	N 87°23'17" E	6015.08'
80	43.9542	270.00°	76.14'	N 87°23'17" E	6091.22'
81	43.9542	270.00°	76.14'	N 87°23'17" E	6167.36'
82	43.9542	270.00°	76.14'	N 87°23'17" E	6243.50'
83	43.9542	270.00°	76.14'	N 87°23'17" E	6319.64'
84	43.9542	270.00°	76.14'	N 87°23'17" E	6395.78'
85	43.9542	270.00°	76.14'	N 87°23'17" E	6471.92'
86	43.9542	270.00°	76.14'	N 87°23'17" E	6548.06'
87	43.9542	270.00°	76.14'	N 87°23'17" E	6624.20'
88	43.9542	270.00°	76.14'	N 87°23'17" E	6700.34'
89	43.9542	270.00°	76.14'	N 87°23'17" E	6776.48'
90	43.9542	270.00°	76.14'	N 87°23'17" E	6852.62'
91	43.9542	270.00°	76.14'	N 87°23'17" E	6928.76'
92	43.9542	270.00°	76.14'	N 87°23'17" E	7004.90'
93	43.9542	270.00°	76.14'	N 87°23'17" E	7081.04'
94	43.9542	270.00°	76.14'	N 87°23'17" E	7157.18'
95	43.9542	270.00°	76.14'	N 87°23'17" E	7233.32'
96	43.9542	270.00°	76.14'	N 87°23'17" E	7309.46'
97	43.9542	270.00°	76.14'	N 87°23'17" E	7385.60'
98	43.9542	270.00°	76.14'	N 87°23'17" E	7461.74'
99	43.9542	270.00°	76.14'	N 87°23'17" E	7537.88'
100	43.9542	270.00°	76.14'	N 87°23'17" E	7614.02'



LINE	BEARING	LENGTH
L1	S 89°23'17" E	24.81'
L2	S 89°23'17" E	24.81'
L3	S 89°23'17" E	24.81'
L4	S 89°23'17" E	24.81'
L5	S 89°23'17" E	24.81'
L6	S 89°23'17" E	24.81'
L7	S 89°23'17" E	24.81'
L8	S 89°23'17" E	24.81'
L9	S 89°23'17" E	24.81'
L10	S 89°23'17" E	24.81'



FLOOD HAZARD WARNING: This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions in the area. The use of this property, even meeting the County standards and restrictions, does not ensure that any flood damage will not be incurred. Flood control systems and water well systems will not be flooded in certain catch events.

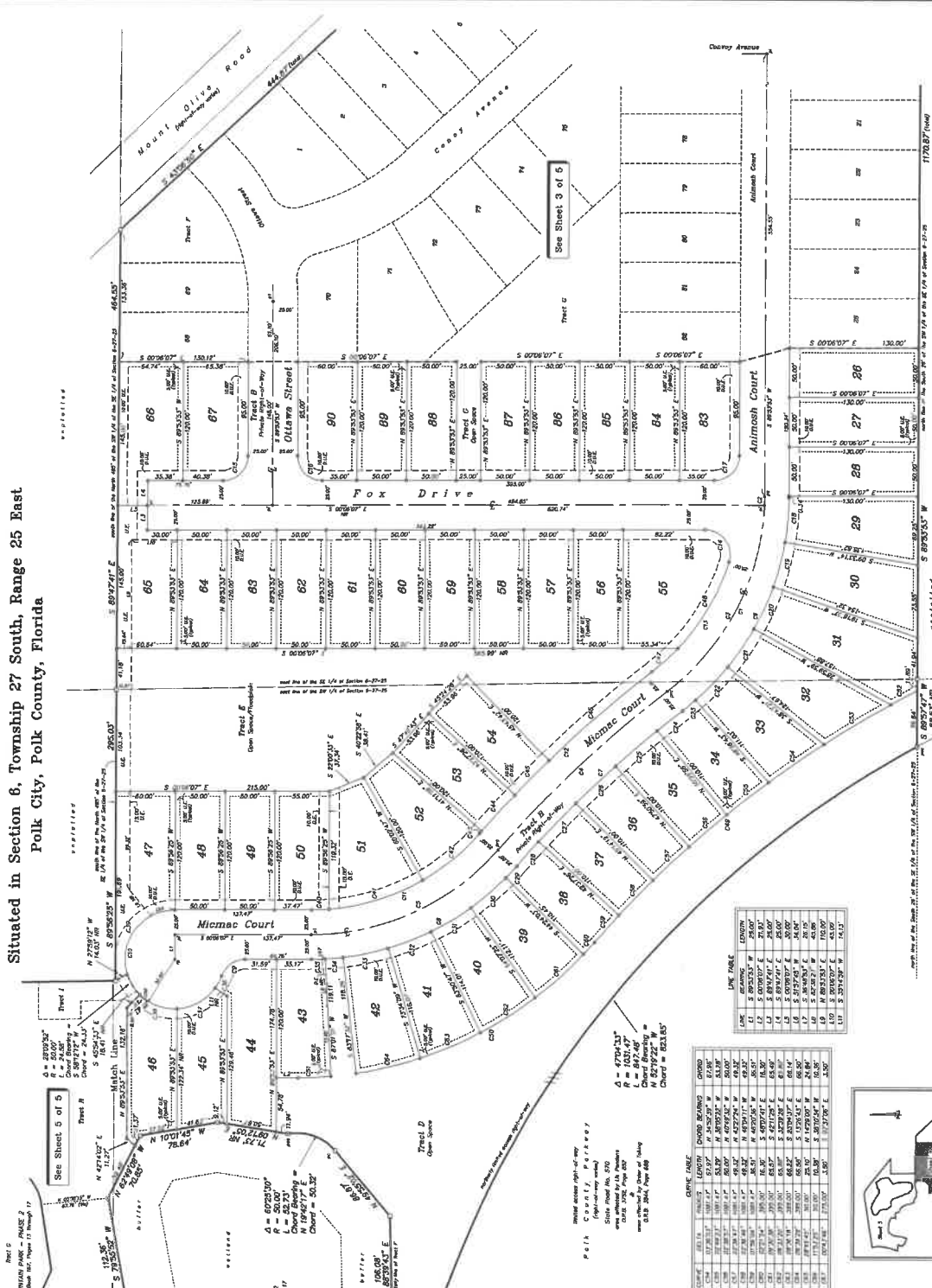


GFA
 GAINING-BELTON ASSOCIATES, INC.
 1379 E. Robinson Street, Ocala, FL 32668 (352) 841-1818
 P. O. Box 1000, Ocala, FL 32668
 P. O. Box 1000, Ocala, FL 32668

FOUNTAIN PARK - PHASE 3

A Replat of Tract D, FOUNTAIN PARK - PHASE 2, according to the plat thereof, as recorded in Plat Book 167, Pages 13 through 17, Public Records of Polk County, Florida
 Situated in Section 6, Township 27 South, Range 25 East
 Polk City, Polk County, Florida

PLANNING INFORMATION: This property may be subject to flooding. You should contact Polk County and obtain the latest Flood Hazard Map before making plans for the use of this property. From existing Polk County standards, deep systems and main water systems will not be flooded in certain rain events.

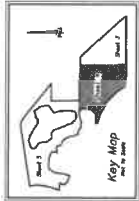


COMPTON TABLE

COMPTON	LENGTH	BEARING	COMPTON	LENGTH	BEARING
C1	100.00	N 00°00'00" E	C17	100.00	N 00°00'00" E
C2	100.00	S 00°00'00" W	C18	100.00	S 00°00'00" W
C3	100.00	W 090°00'00" L	C19	100.00	W 090°00'00" L
C4	100.00	E 090°00'00" R	C20	100.00	E 090°00'00" R
C5	100.00	N 00°00'00" E	C21	100.00	N 00°00'00" E
C6	100.00	S 00°00'00" W	C22	100.00	S 00°00'00" W
C7	100.00	W 090°00'00" L	C23	100.00	W 090°00'00" L
C8	100.00	E 090°00'00" R	C24	100.00	E 090°00'00" R
C9	100.00	N 00°00'00" E	C25	100.00	N 00°00'00" E
C10	100.00	S 00°00'00" W	C26	100.00	S 00°00'00" W
C11	100.00	W 090°00'00" L	C27	100.00	W 090°00'00" L
C12	100.00	E 090°00'00" R	C28	100.00	E 090°00'00" R
C13	100.00	N 00°00'00" E	C29	100.00	N 00°00'00" E
C14	100.00	S 00°00'00" W	C30	100.00	S 00°00'00" W
C15	100.00	W 090°00'00" L	C31	100.00	W 090°00'00" L
C16	100.00	E 090°00'00" R	C32	100.00	E 090°00'00" R
C17	100.00	N 00°00'00" E	C33	100.00	N 00°00'00" E
C18	100.00	S 00°00'00" W	C34	100.00	S 00°00'00" W
C19	100.00	W 090°00'00" L	C35	100.00	W 090°00'00" L
C20	100.00	E 090°00'00" R	C36	100.00	E 090°00'00" R
C21	100.00	N 00°00'00" E	C37	100.00	N 00°00'00" E
C22	100.00	S 00°00'00" W	C38	100.00	S 00°00'00" W
C23	100.00	W 090°00'00" L	C39	100.00	W 090°00'00" L
C24	100.00	E 090°00'00" R	C40	100.00	E 090°00'00" R
C25	100.00	N 00°00'00" E	C41	100.00	N 00°00'00" E
C26	100.00	S 00°00'00" W	C42	100.00	S 00°00'00" W
C27	100.00	W 090°00'00" L	C43	100.00	W 090°00'00" L
C28	100.00	E 090°00'00" R	C44	100.00	E 090°00'00" R
C29	100.00	N 00°00'00" E	C45	100.00	N 00°00'00" E
C30	100.00	S 00°00'00" W	C46	100.00	S 00°00'00" W
C31	100.00	W 090°00'00" L	C47	100.00	W 090°00'00" L
C32	100.00	E 090°00'00" R	C48	100.00	E 090°00'00" R
C33	100.00	N 00°00'00" E	C49	100.00	N 00°00'00" E
C34	100.00	S 00°00'00" W	C50	100.00	S 00°00'00" W
C35	100.00	W 090°00'00" L	C51	100.00	W 090°00'00" L
C36	100.00	E 090°00'00" R	C52	100.00	E 090°00'00" R
C37	100.00	N 00°00'00" E	C53	100.00	N 00°00'00" E
C38	100.00	S 00°00'00" W	C54	100.00	S 00°00'00" W
C39	100.00	W 090°00'00" L	C55	100.00	W 090°00'00" L
C40	100.00	E 090°00'00" R	C56	100.00	E 090°00'00" R
C41	100.00	N 00°00'00" E	C57	100.00	N 00°00'00" E
C42	100.00	S 00°00'00" W	C58	100.00	S 00°00'00" W
C43	100.00	W 090°00'00" L	C59	100.00	W 090°00'00" L
C44	100.00	E 090°00'00" R	C60	100.00	E 090°00'00" R
C45	100.00	N 00°00'00" E	C61	100.00	N 00°00'00" E
C46	100.00	S 00°00'00" W	C62	100.00	S 00°00'00" W
C47	100.00	W 090°00'00" L	C63	100.00	W 090°00'00" L
C48	100.00	E 090°00'00" R	C64	100.00	E 090°00'00" R
C49	100.00	N 00°00'00" E	C65	100.00	N 00°00'00" E
C50	100.00	S 00°00'00" W	C66	100.00	S 00°00'00" W
C51	100.00	W 090°00'00" L	C67	100.00	W 090°00'00" L
C52	100.00	E 090°00'00" R	C68	100.00	E 090°00'00" R
C53	100.00	N 00°00'00" E	C69	100.00	N 00°00'00" E
C54	100.00	S 00°00'00" W	C70	100.00	S 00°00'00" W
C55	100.00	W 090°00'00" L	C71	100.00	W 090°00'00" L
C56	100.00	E 090°00'00" R	C72	100.00	E 090°00'00" R
C57	100.00	N 00°00'00" E	C73	100.00	N 00°00'00" E
C58	100.00	S 00°00'00" W	C74	100.00	S 00°00'00" W
C59	100.00	W 090°00'00" L	C75	100.00	W 090°00'00" L
C60	100.00	E 090°00'00" R	C76	100.00	E 090°00'00" R
C61	100.00	N 00°00'00" E	C77	100.00	N 00°00'00" E
C62	100.00	S 00°00'00" W	C78	100.00	S 00°00'00" W
C63	100.00	W 090°00'00" L	C79	100.00	W 090°00'00" L
C64	100.00	E 090°00'00" R	C80	100.00	E 090°00'00" R
C65	100.00	N 00°00'00" E	C81	100.00	N 00°00'00" E
C66	100.00	S 00°00'00" W	C82	100.00	S 00°00'00" W
C67	100.00	W 090°00'00" L	C83	100.00	W 090°00'00" L
C68	100.00	E 090°00'00" R	C84	100.00	E 090°00'00" R
C69	100.00	N 00°00'00" E	C85	100.00	N 00°00'00" E
C70	100.00	S 00°00'00" W	C86	100.00	S 00°00'00" W
C71	100.00	W 090°00'00" L	C87	100.00	W 090°00'00" L
C72	100.00	E 090°00'00" R	C88	100.00	E 090°00'00" R
C73	100.00	N 00°00'00" E	C89	100.00	N 00°00'00" E
C74	100.00	S 00°00'00" W	C90	100.00	S 00°00'00" W
C75	100.00	W 090°00'00" L	C91	100.00	W 090°00'00" L
C76	100.00	E 090°00'00" R	C92	100.00	E 090°00'00" R
C77	100.00	N 00°00'00" E	C93	100.00	N 00°00'00" E
C78	100.00	S 00°00'00" W	C94	100.00	S 00°00'00" W
C79	100.00	W 090°00'00" L	C95	100.00	W 090°00'00" L
C80	100.00	E 090°00'00" R	C96	100.00	E 090°00'00" R
C81	100.00	N 00°00'00" E	C97	100.00	N 00°00'00" E
C82	100.00	S 00°00'00" W	C98	100.00	S 00°00'00" W
C83	100.00	W 090°00'00" L	C99	100.00	W 090°00'00" L
C84	100.00	E 090°00'00" R	C100	100.00	E 090°00'00" R

LINK TABLE

LINK	BEARING	LENGTH
L1	S 00°00'00" W	100.00
L2	S 00°00'00" W	100.00
L3	S 00°00'00" W	100.00
L4	S 00°00'00" W	100.00
L5	S 00°00'00" W	100.00
L6	S 00°00'00" W	100.00
L7	S 00°00'00" W	100.00
L8	S 00°00'00" W	100.00
L9	S 00°00'00" W	100.00
L10	S 00°00'00" W	100.00
L11	S 00°00'00" W	100.00



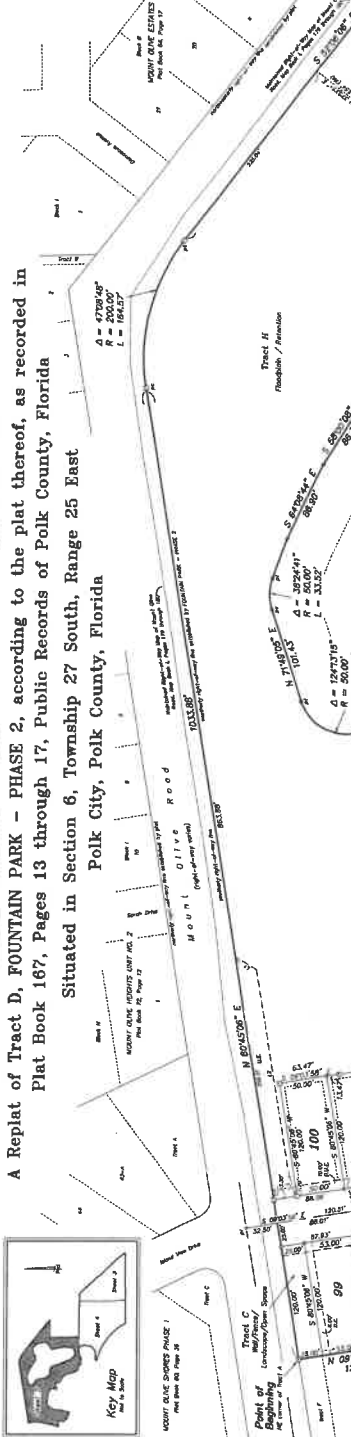
GAIA
 GAINING-BETTON ASSOCIATES, INC.
 1075 E. Orange Avenue, Suite 1000, Orlando, FL 32814 (407) 836-4444
 A. Orange County P.L.C. No. 4228 LP No. 1744

FOUNTAIN PARK - PHASE 3

A Replat of Tract D, FOUNTAIN PARK - PHASE 2, according to the plat thereof, as recorded in Plat Book 167, Pages 13 through 17, Public Records of Polk County, Florida
 Situated in Section 6, Township 27 South, Range 25 East
 Polk County, Florida

CHANCE TABLE

CHANCE	AREA	AREA	CHANCE	AREA	AREA	CHANCE	AREA	AREA	CHANCE	AREA	AREA
C1	17,753.51	2,000.00	C11	17,753.51	2,000.00	C21	17,753.51	2,000.00	C31	17,753.51	2,000.00
C2	17,753.51	2,000.00	C12	17,753.51	2,000.00	C22	17,753.51	2,000.00	C32	17,753.51	2,000.00
C3	17,753.51	2,000.00	C13	17,753.51	2,000.00	C23	17,753.51	2,000.00	C33	17,753.51	2,000.00
C4	17,753.51	2,000.00	C14	17,753.51	2,000.00	C24	17,753.51	2,000.00	C34	17,753.51	2,000.00
C5	17,753.51	2,000.00	C15	17,753.51	2,000.00	C25	17,753.51	2,000.00	C35	17,753.51	2,000.00
C6	17,753.51	2,000.00	C16	17,753.51	2,000.00	C26	17,753.51	2,000.00	C36	17,753.51	2,000.00
C7	17,753.51	2,000.00	C17	17,753.51	2,000.00	C27	17,753.51	2,000.00	C37	17,753.51	2,000.00
C8	17,753.51	2,000.00	C18	17,753.51	2,000.00	C28	17,753.51	2,000.00	C38	17,753.51	2,000.00
C9	17,753.51	2,000.00	C19	17,753.51	2,000.00	C29	17,753.51	2,000.00	C39	17,753.51	2,000.00
C10	17,753.51	2,000.00	C20	17,753.51	2,000.00						



Tract A
 Tract B
 Tract C
 Tract D
 Tract E
 Tract F

Scale Sheet 4 of 5

COMMERCIAL ASSOCIATES, INC.
 ENGINEERS, ARCHITECTS AND PLANNERS
 11101 S.W. 15th Avenue, Suite 100, Davie, Florida 33317
 A. Edgar, Director

CITY COMMISSION MEETING

AUGUST 19, 2019



Polk City, Florida



Agenda Item

Final Plat

Fountain Park Phase 3

Final Plat

- ❑ **Applicant/Property Owner:**
Pulte Home Corp.
- ❑ **Request:**
Approval of Final Plat for **Phase 3 of Fountain Park** to allow for **90 single family residential lots**
- ❑ **Located:**
South side of Mt. Olive Road,
East of SR 33



Density



- **Density in the Green Swamp is limited at 4 units/acre.**
- **Total area of project site is 40.36 acres.**
- **Proposed number of dwelling units is 90.**
- **Density for the project site is 2.23 units per acre.**
- **Typical lot size is 50 ft x 120 ft (6,000 SF lots).**

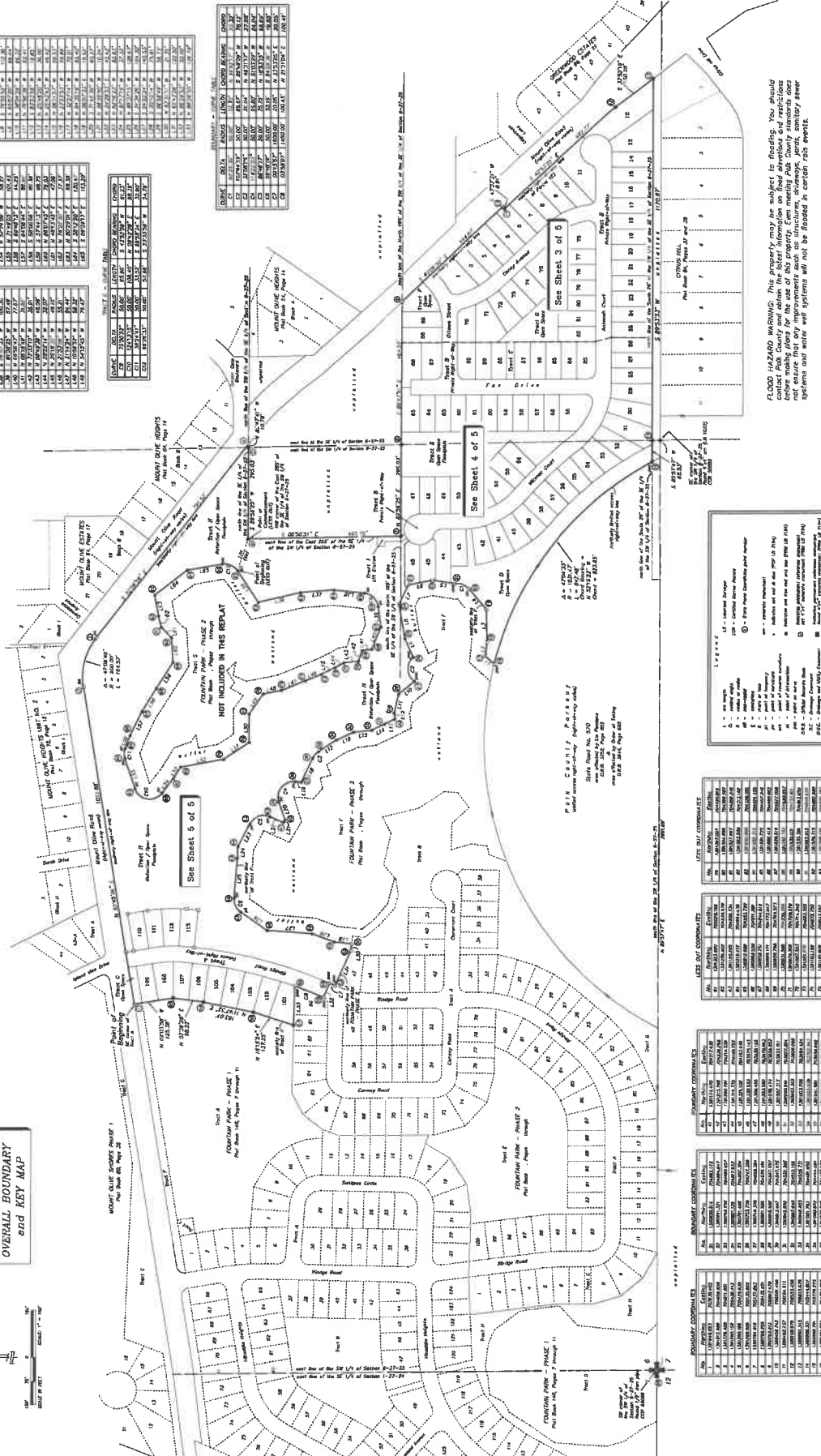
FOUNTAIN PARK - PHASE 3

A Replat of Tract D, FOUNTAIN PARK - PHASE 2, according to the plat thereof, as recorded in Plat Book _____, Pages _____ through _____, Public Records of Polk County, Florida Situated in Section 6, Township 27 South, Range 25 East Polk City, Polk County, Florida

OVERALL BOUNDARY end KEY MAP

LINE	BEARING	LENGTH	MARK	LINE	BEARING	LENGTH	MARK
1	N 0° 00' 00" E	100.00	1	S 89° 59' 59" W	100.00	1	1
2	N 89° 59' 59" W	100.00	2	S 0° 00' 00" E	100.00	2	2
3	S 0° 00' 00" E	100.00	3	N 89° 59' 59" W	100.00	3	3
4	N 89° 59' 59" W	100.00	4	N 0° 00' 00" E	100.00	4	4

DATE	DEVELOPER	OWNER	APPROVED	REMARKS
01/15/2011	AMERICAN CONCRETE CONSTRUCTION, INC.	AMERICAN CONCRETE CONSTRUCTION, INC.	[Signature]	INITIAL PLAT
02/15/2011	AMERICAN CONCRETE CONSTRUCTION, INC.	AMERICAN CONCRETE CONSTRUCTION, INC.	[Signature]	REPLAT



LEGEND

- 1 - Lot boundary
- 2 - Easement
- 3 - Right of Way
- 4 - Utility
- 5 - Survey monument
- 6 - Survey monument (iron pipe)
- 7 - Survey monument (iron pipe)
- 8 - Survey monument (iron pipe)
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BOUNDARY CORRECTIONS

NO.	SECTION	TOWNSHIP	RANGE	BEARING	LENGTH	MARK	REMARKS
1	6	27	25	N 0° 00' 00" E	100.00	1	Lot boundary
2	6	27	25	N 89° 59' 59" W	100.00	2	Easement
3	6	27	25	S 0° 00' 00" E	100.00	3	Right of Way
4	6	27	25	N 89° 59' 59" W	100.00	4	Utility
5	6	27	25	N 0° 00' 00" E	100.00	5	Survey monument

BOUNDARY CORRECTIONS

NO.	SECTION	TOWNSHIP	RANGE	BEARING	LENGTH	MARK	REMARKS
1	6	27	25	N 0° 00' 00" E	100.00	1	Lot boundary
2	6	27	25	N 89° 59' 59" W	100.00	2	Easement
3	6	27	25	S 0° 00' 00" E	100.00	3	Right of Way
4	6	27	25	N 89° 59' 59" W	100.00	4	Utility
5	6	27	25	N 0° 00' 00" E	100.00	5	Survey monument

BOUNDARY CORRECTIONS

NO.	SECTION	TOWNSHIP	RANGE	BEARING	LENGTH	MARK	REMARKS
1	6	27	25	N 0° 00' 00" E	100.00	1	Lot boundary
2	6	27	25	N 89° 59' 59" W	100.00	2	Easement
3	6	27	25	S 0° 00' 00" E	100.00	3	Right of Way
4	6	27	25	N 89° 59' 59" W	100.00	4	Utility
5	6	27	25	N 0° 00' 00" E	100.00	5	Survey monument

FLOOD HAZARD WARNING: This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions. Flood insurance is strongly recommended. Flood insurance does not ensure that any improvements such as structural, septic, pump, sump, or other systems and water well systems will not be flooded in certain rain events.

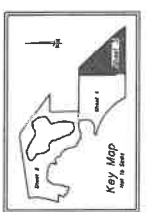
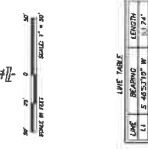


FOUNTAIN PARK - PHASE 3

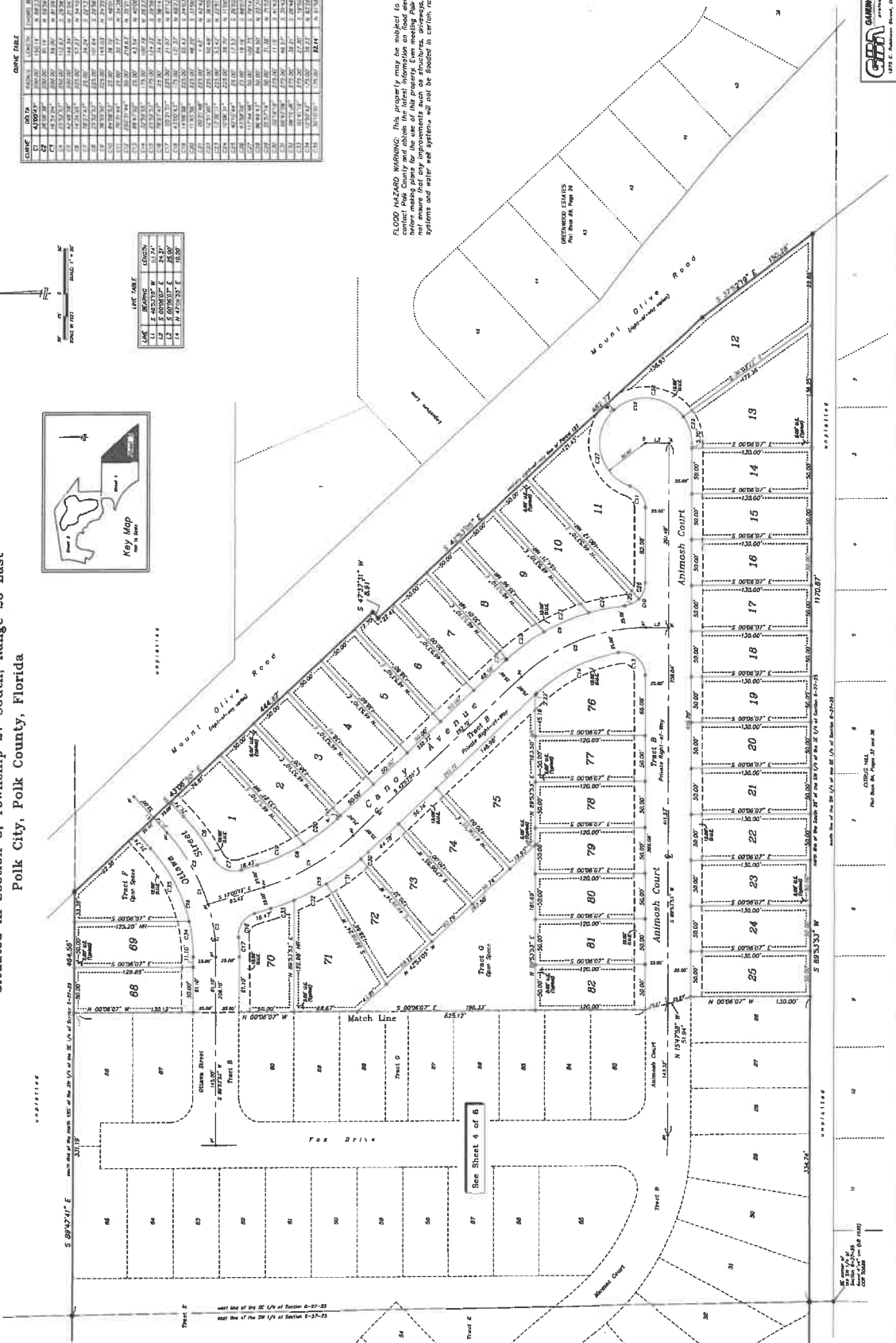
A Replat of Tract D, FOUNTAIN PARK - PHASE 2, according to the plat thereof, as recorded in Plat Book _____, Pages _____ through _____, Public Records of Polk County, Florida
 Situated in Section 6, Township 27 South, Range 25 East
 Polk City, Polk County, Florida

DATE TABLE

CHANG	DATE	DESCRIPTION	BY
1	01/15/01	ORIGINAL PLAT	W. J. ...
2	01/15/01
3	01/15/01
4	01/15/01
5	01/15/01
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7	01/15/01
8	01/15/01
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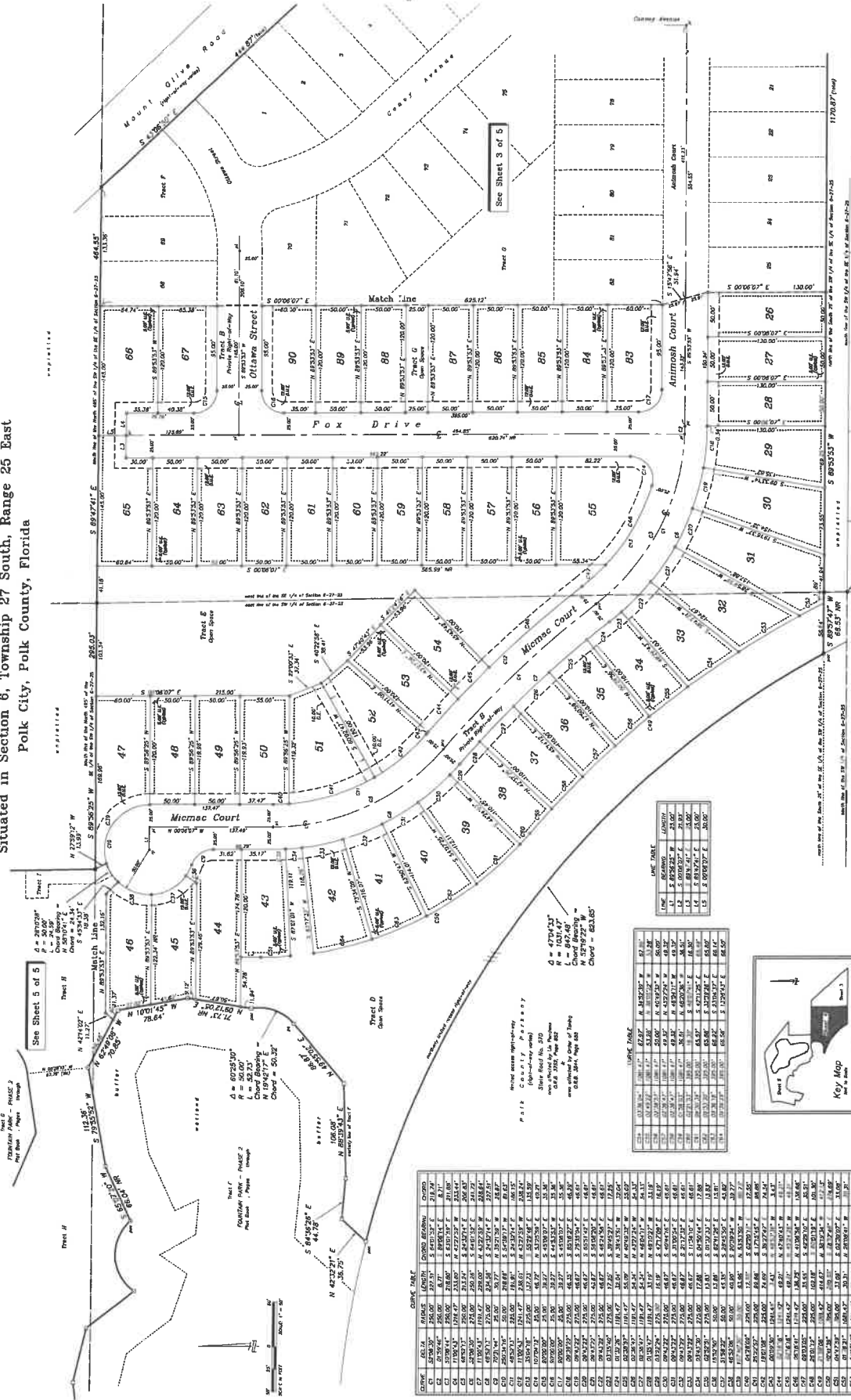
FLOOD HAZARD WARNING: This property may be subject to flooding. You should contact Polk County and obtain the latest information on flood elevations and restrictions before making plans for the use of the property. Even meeting Polk County standards does not ensure that the property will not be flooded in certain rain events. Flood hazard information is available at the Polk County Administrative Center.



FOUNTAIN PARK - PHASE 3

A Replat of Tract D, FOUNTAIN PARK - PHASE 2, according to the plat thereof, as recorded in Plat Book ---, Pages --- through ---, Public Records of Polk County, Florida
Sited in Section 6, Township 27 South, Range 25 East
Polk County, Polk County, Florida

FLOOD HAZARD WARNING: This property may be subject to flooding. You should contact the local floodplain administrator for more information on flood elevations and restrictions. Before making any improvements such as structures, driveways, ponds, swimming pools, septic systems and water well systems will not be flooded in certain rain events.

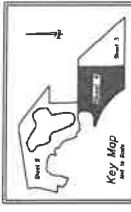


TRACT DATA

TRACT	AREA (SQ. FT.)	PERCENTAGE	OWNER
43	5,728.32	25.00%	TRACT 2
44	5,728.32	25.00%	TRACT 2
45	5,728.32	25.00%	TRACT 2
46	5,728.32	25.00%	TRACT 2
47	5,728.32	25.00%	TRACT 2
48	5,728.32	25.00%	TRACT 2
49	5,728.32	25.00%	TRACT 2
50	5,728.32	25.00%	TRACT 2
51	5,728.32	25.00%	TRACT 2
52	5,728.32	25.00%	TRACT 2
53	5,728.32	25.00%	TRACT 2
54	5,728.32	25.00%	TRACT 2
55	5,728.32	25.00%	TRACT 2
56	5,728.32	25.00%	TRACT 2
57	5,728.32	25.00%	TRACT 2
58	5,728.32	25.00%	TRACT 2
59	5,728.32	25.00%	TRACT 2
60	5,728.32	25.00%	TRACT 2
61	5,728.32	25.00%	TRACT 2
62	5,728.32	25.00%	TRACT 2
63	5,728.32	25.00%	TRACT 2
64	5,728.32	25.00%	TRACT 2
65	5,728.32	25.00%	TRACT 2
66	5,728.32	25.00%	TRACT 2
67	5,728.32	25.00%	TRACT 2
68	5,728.32	25.00%	TRACT 2

TRACT DATA

TRACT	AREA (SQ. FT.)	PERCENTAGE	OWNER
69	5,728.32	25.00%	TRACT 2
70	5,728.32	25.00%	TRACT 2
71	5,728.32	25.00%	TRACT 2
72	5,728.32	25.00%	TRACT 2
73	5,728.32	25.00%	TRACT 2
74	5,728.32	25.00%	TRACT 2
75	5,728.32	25.00%	TRACT 2
76	5,728.32	25.00%	TRACT 2
77	5,728.32	25.00%	TRACT 2
78	5,728.32	25.00%	TRACT 2
79	5,728.32	25.00%	TRACT 2
80	5,728.32	25.00%	TRACT 2
81	5,728.32	25.00%	TRACT 2
82	5,728.32	25.00%	TRACT 2
83	5,728.32	25.00%	TRACT 2
84	5,728.32	25.00%	TRACT 2
85	5,728.32	25.00%	TRACT 2
86	5,728.32	25.00%	TRACT 2
87	5,728.32	25.00%	TRACT 2
88	5,728.32	25.00%	TRACT 2
89	5,728.32	25.00%	TRACT 2
90	5,728.32	25.00%	TRACT 2



GOA GAMING - DESIGN ASSOCIATES, INC.
1778 E. Palm Beach Street, Suite 100, Ft. Lauderdale, FL 33304
P.O. Box 1000, Ft. Lauderdale, FL 33304
Tel: 954.333.1000
Fax: 954.333.1001

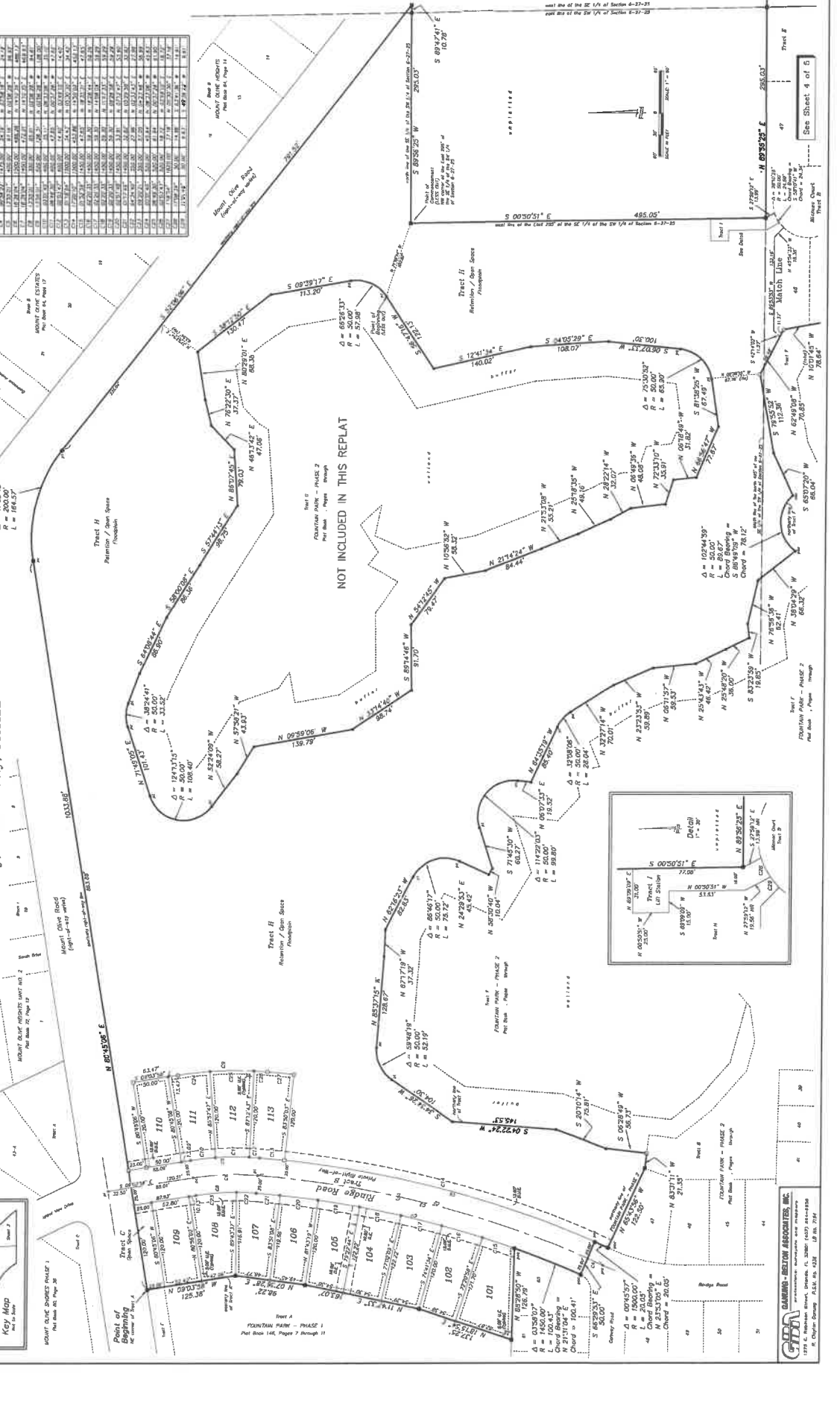
FOUNTAIN PARK - PHASE 3

A Replat of Tract D, FOUNTAIN PARK - PHASE 2, according to the plat thereof, as recorded in Plat Book ---, Pages --- through ---, Public Records of Polk County, Florida
 Situated in Section 6, Township 27 South, Range 25 East
 Polk City, Polk County, Florida

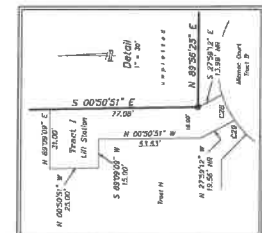


SHEET 5 OF 5

CHORD	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
C1	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C2	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C3	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C4	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C5	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C6	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C7	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C8	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C9	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C10	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C11	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C12	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C13	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C14	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C15	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C16	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C17	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C18	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C19	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C20	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C21	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C22	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C23	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C24	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C25	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C26	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C27	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C28	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C29	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C30	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C31	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C32	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C33	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C34	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C35	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C36	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C37	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C38	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C39	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C40	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C41	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C42	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C43	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C44	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C45	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C46	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C47	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C48	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C49	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C50	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C51	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C52	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C53	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C54	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C55	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C56	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C57	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C58	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C59	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C60	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C61	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C62	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C63	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C64	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C65	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C66	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C67	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C68	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C69	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C70	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C71	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C72	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C73	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C74	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C75	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C76	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C77	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C78	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C79	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C80	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C81	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C82	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C83	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C84	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C85	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C86	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C87	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C88	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C89	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C90	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C91	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C92	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C93	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C94	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C95	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C96	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C97	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C98	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C99	S 89°50'51" E	175.00	S 89°50'51" E	175.00
C100	S 89°50'51" E	175.00	S 89°50'51" E	175.00



NOT INCLUDED IN THIS REPLAT



GP&A
 GARDNER-BESTOW ASSOCIATES, INC.
 1100 N. W. 10th Street, Suite 100
 Ft. Lauderdale, Florida 33304
 P. O. Box 1000
 Ft. Lauderdale, Florida 33304
 Tel. 754/531-1100
 Fax 754/531-1101
 E-mail: info@gpa.com