

POLK CITY

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

October 21, 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

APPROVE CONSENT AGENDA

PRESENTATIONS AND RECOGNITIONS

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

AGENDA

- 1. 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. **Second and Final Reading**
- 2. 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; providing for Repeal; Severability; and an Effective Date. **Second and Final Reading**
- 3. PUBLIC HEARING-Ordinance 2019-13** – An Ordinance of Polk City, Florida; amending the Final Budget; Reallocating and Reappropriating monies within the budget for Fiscal Year 2018-2019; providing for all other items in the budget of expenses to remain unchanged; providing for severability; providing for an effective date. **First Reading**
- 4. Resolution 2019-05** - Approving the execution of an Inter-Governmental Maintenance Agreement with the Florida Department of Transportation regarding the maintenance of the State Road Rights of Way in Polk City; and providing an effective date.
- 5. Appointment of Citizen Advisory Task Force for CDBG Program**
- 6. Planning Services Agreement – Central Florida Regional Planning Council**

7. Audit Services Agreement – Brynulfson, CPA, PA

8. Polk County Sheriff's Office Interlocal Agreement for Dispatcher Services

9. 2019 City Manager Evaluation

CITY MANAGER ITEMS

1. Closing of S.R 33 for Christmas Parade, Saturday, December 7, 2019
2. Advertise – Consultant for CDBG Program

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
October 21, 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 – September 12, 2019 – Budget Hearing – 1st Reading
2. Accept minutes – September 16, 2019 - City Commission Workshop
3. Accept minutes – September 16, 2019 – City Commission Meeting
4. Accept minutes – September 24, 2019 – Final Budget Hearing

B. REPORTS

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

C. OTHER

**City Commission Meeting
October 21, 2019**

CONSENT AGENDA ITEM: Accept minutes for:

1. Accept minutes – September 12, 2019 – Budget Hearing – 1st Reading
2. Accept minutes – September 16, 2019 – Regular City Commission Meeting
3. Accept minutes – September 16, 2019 – City Commission Workshop
4. Accept minutes - September 24, 2019 – Final Budget Hearing

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE: Minutes attached for review and approval

ATTACHMENTS:

1. Accept minutes – September 12, 2019 – Budget Hearing – 1st Reading
2. Accept minutes – September 16, 2019 – Regular City Commission Meeting
3. Accept minutes – September 16, 2019 – City Commission Workshop
4. Accept minutes - September 24, 2019 – Final Budget Hearing

ANALYSIS: N/A

STAFF RECOMMENDATION: Approval of Minutes

CITY COMMISSION MINUTES

BUDGET HEARING

September 12, 2019

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

ROLL CALL – Assistant to the City Manager Sheandolen Dunn

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

Absent: City Attorney Thomas Cloud

ORDER OF BUSINESS

PUBLIC HEARING

ORDINANCE 2019-10 - AN ORDINANCE OF POLK CITY OF POLK COUNTY, FLORIDA, ADOPTING THE LEVYING OF AD VALOREM TAXES FOR POLK CITY FOR FISCAL YEAR 2019-2020 AND PROVIDING AN EFFECTIVE DATE. First Reading.

City Manager Jackson read Ordinance 2019-10 by title only.

City Manager Jackson advised the Polk City's certified value is \$162,781,114.00. The FY 2019-2020 operating millage rate for Polk City is 6.0000 mills. The rollback rate computed for Polk City for FY 2019-2020 is 6.6487 mills; therefore, the percentage by which the above specified final millage rate to be levied by Polk City is -9.76 percent of the roll back rate.

Mayor LaCascia opened the Public Hearing. No one spoke for or against this ordinance. Mayor LaCascia closed the Public Hearing.

Motion by Commissioner Blethen to approve the Ordinance 2019-10; this motion was seconded by Commissioner Harper.

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

Motion carried 5/0.

ORDINANCE 2019-11 - AN ORDINANCE OF POLK CITY OF POLK COUNTY, FLORIDA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020, PROVIDING FOR THE EXPENDITURE OF FUNDS IN ACCORDANCE WITH THIS BUDGET; PROVIDING FOR AN EFFECTIVE DATE. First Reading

City Manager Jackson read Ordinance 2019-11 by title only.

City Manager Jackson advised the total budget for FY 2019-2020 is \$6,201,331.00. Various revenues accruing to Polk City and set aside for the purpose of paying expenses and maintaining the Government of Polk City for FY 2019-2020.

City Manager Jackson stated the second and final reading of the FY 2019-2020 Budget will be Tuesday, September 24, 2019 at 7:00 pm.

Mayor LaCascia opened the Public Hearing. No one spoke for or against this ordinance. Mayor LaCascia closed the Public Hearing.

Commissioner Blethen inquired about the City's debt and how it's paid.

City Manager Jackson responded paying down the debt comes out of Unrestricted Funds.

Brief discussion ensued.

Motion by Commissioner Harper to approve Ordinance 2019-11; this motion was seconded by Commissioner Carroll.

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

Motion carried 4/1.

The meeting adjourned at 7:15 p.m.

Patricia R Jackson, City Manager

Joe LaCascia, Mayor

CITY COMMISSION WORKSHOP MINUTES

September 16, 2019

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

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

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

ORDER OF BUSINESS

Agenda Review - City Commission Meeting – September 16, 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 2019-06

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**

This item will be tabled.

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**

This item will be tabled.

Public Hearing — Ordinance 2019-12

An Ordinance of Polk City, Florida, amending the Polk City Code of Ordinances and the Unified Land Development Code of Polk City, Florida; amending Article 3, Development Design and Improvement Standards, to add a new Section 3.08.00, Water Conservation for Landscape Irrigation, Irrigation System Design and Installation Standards, Efficient Plumbing Requirements; providing for repeal of conflicting Ordinances; providing for severability; providing an effective date, **First Reading**

Jennifer Codo-Salisbury provided a presentation regarding Florida Water Star Program. SWFWMD staff will be at the Regular Meeting at 7:00 pm to provide a thorough explanation about water conservation and the Florida Water Star Program.

Commissioner Blethen shared concerns regarding just receiving this information, stressing the need for the public to be more informed.

City Attorney Cloud, City Manager Jackson, Mayor LaCascia and Kathy Delp, Development Services Director provided a detailed explanation on the process of the Florida Water Star Program.

Lengthy discussion ensued.

Bid Award – Replacement of Two Hydropneumatic Tanks – Mt. Olive Estates WTP

City Manager Jackson discussed the bid award for replacement of the two Hydropneumatic tanks at Mt. Olive Estates WTP (Jacobs Water Plant). There were a total of eight bids received. Sealed Bids were received and opened on September 10, 2019.

The two low bids are:

- Jan and Jeff Services Inc. - \$124,934.00
- Utility Technicians – \$127,074.00

The lowest bid is from Jan & Jeff Services Inc. in the amount of \$124,934.00; the bids are on file in the City Manager's Office.

Jan & Jeff Services Inc representatives will be present at the 7pm meeting to discuss their experience and address any questions from the Commission.

Discussion ensued.

Presentation of the Financial Statement for year ending September 30, 2018 – Audit - Mike Brynjulfson

This item was not discussed.

ADJOURNMENT – 6:53 pm

Patricia Jackson, City Manager

Joe LaCascia, Mayor

CITY COMMISSION MINUTES

September 16, 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, City Attorney Thomas Cloud and City Manager Patricia Jackson

APPROVE CONSENT AGENDA

Motion by Commissioner Harper to approve the Consent Agenda; this motion was seconded by Commissioner Carroll. **Motion carried unanimously by Voice Vote.**

PRESENTATIONS AND RECOGNITIONS - None

PUBLIC COMMENT

ORDER OF BUSINESS

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. **Second and Final Reading**

This item was Tabled.

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. **Second and Final Reading**

This item was Tabled.

PUBLIC HEARING - ORDINANCE 2019-12 – Amend the Polk City Code of Ordinances and the Unified Land Development Code of Polk City, Florida, amending Article 3, Development Design and Improvement Standards, to add a new section 3.08.00, Water Conservation for Landscape Irrigation, Irrigation System Design and Installation Standards, and Efficient Plumbing Requirements. **First Reading**

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

Motion by Commissioner Harper to approve Ordinance 2019-12 on First Reading; this motion was seconded by Commissioner Carroll.

Robin Grantham (SWFWMD) provided an overview of the *Florida Water Star Program* and addressed any questions or concerns regarding this Ordinance.

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

Motion carried unanimously.

Bid Award – Replacement of Two Hydropneumatic Tanks – Mt. Olive Estates

City Manager Jackson discussed the bid award for replacement of the two Hydropneumatic tanks at Mt. Olive Estates. There were a total of eight bids received. Sealed Bids were received and opened on September 10, 2019.

The low bid is from Jan & Jeff Services Inc. in the amount of \$124,934.00; the bids are on file in the City Manager's Office.

Jan & Jeff Services Inc representatives were present to discuss their experience, the replacement process and addressed questions from the Commission.

Motion by Commissioner Blethen to approve the Bid Award for Replacement of Two Hydropneumatic Tanks at Mt. Olive Estates WTP; this motion was seconded by Commissioner Harper.

Motion carried unanimously by Voice Vote.

Presentation of the Financial Statement ending September 30, 2018

FY 2018 Audit was presented by Mike Brynjulfson (President, Brynjulfson CPA's). Polk City had two (2) findings: #1 – Bank Statement reconciliations were delayed because of the conversion to ADG Software and; #2 - the Audit is late because of Finding #1. However, Polk City is in good financial condition. After a lengthy presentation, Mr. Brynjulfson addressed questions by the Commissioners.

The Commissioners expressed their appreciation to Mr. Brynjulfson and City Staff for their work on the FY 2018 Audit.

Motion by Commissioner Harper to approve the Presentation of the Financial Statement ending September 30, 2018 by Mike Brynjulfson; this motion was seconded by Commissioner Blethen.

Motion carried unanimously by Voice Vote.

CITY MANAGER ITEMS

- 1) Fence installation at the Pier
- 2) New Locks and key fobs being installed this week
- 3) Budget Hearing – Tuesday, September 24, 2019 – 7:00 pm
- 4) Mayors Roundtable – Wednesday, September 25, 2019

CITY ATTORNEY ITEMS – None

COMMISSIONER ITEMS

Vice Mayor Kimsey – Discussed 1) damage to the fence at the Trail; 2) completed the City Manager Evaluation; wants to add lowering water bill as a Goal for City Manager Jackson. 3) City Manager Jackson and Mayor LaCascia are responsible for getting Polk City back on track.

Mayor LaCascia responded there is very little we can do with water rates.

City Attorney Cloud stated the Bond Covenant won't allow it.

Commissioner Blethen – Requested date of the Mayor's Roundtable.

Commissioner Carroll – None

Commissioner Harper – The Audit Report is a reflection of staff. Thanked everyone for coming.

Mayor LaCascia – None

ANNOUNCEMENTS - None

ADJOURNMENT – 8:45 pm

Patricia Jackson, City Manager

Joe LaCascia, Mayor

CONSENT AGENDA
September 16, 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 – May 28, 2019 – City Commission Workshop
2. Accept minutes – August 12, 2019 – Special City Commission Meeting
3. Accept minutes – August 19, 2019 – City Commission Workshop
4. Accept minutes – August 19, 2019 – City Commission Meeting
5. Accept minutes – August 20, 2019 - Budget Workshop #1
6. Accept minutes – September 5, 2019 – Budget Workshop #2

B. REPORTS

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

C. OTHER

CITY COMMISSION MINUTES

FINAL BUDGET HEARING

September 24, 2019

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

ROLL CALL – Assistant to the City Manager Sheandolen Dunn

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

Absent: City Attorney Thomas Cloud

ORDER OF BUSINESS

PUBLIC HEARING

ORDINANCE 2019-10 - AN ORDINANCE OF POLK CITY OF POLK COUNTY, FLORIDA, ADOPTING THE LEVYING OF AD VALOREM TAXES FOR POLK CITY FOR FISCAL YEAR 2019-2020 AND PROVIDING AN EFFECTIVE DATE. Second and Final Reading.

Mayor LaCascia read Ordinance 2019-10 by title only.

City Manager Jackson advised that Polk City's certified value is \$162,781,114.00. The FY 2019-2020 operating millage rate for Polk City is 6.0000 mills. The rollback rate computed for Polk City for FY 2019-2020 is 6.6487 mills; therefore, the percentage by which the above specified final millage rate to be levied by Polk City is -9.76 percent of the roll back rate.

Mayor LaCascia opened the Public Hearing. No one spoke for or against this ordinance. Mayor LaCascia closed the Public Hearing.

Motion by Vice Mayor Kimsey to approve the Ordinance 2019-10; this motion was seconded by Commissioner Blethen.

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

Motion carried 5/0.

ORDINANCE 2019-11 - AN ORDINANCE OF POLK CITY OF POLK COUNTY, FLORIDA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020, PROVIDING FOR THE EXPENDITURE OF FUNDS IN ACCORDANCE WITH THIS BUDGET; PROVIDING FOR AN EFFECTIVE DATE. Second and Final Reading

Mayor LaCascia read Ordinance 2019-11 by title only.

City Manager Jackson advised the total budget for FY 2019-2020 is \$6,201,331.00. Various revenues accruing to Polk City and set aside for the purpose of paying expenses and maintaining the Government of Polk City for FY 2019-2020.

Mayor LaCascia opened the Public Hearing. No one spoke for or against this ordinance. Mayor LaCascia closed the Public Hearing.

Motion by Vice Mayor Kimsey to approve Ordinance 2019-11; this motion was seconded by Commissioner Harper.

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

Motion carried 4/1.

The meeting adjourned at 7:05 p.m.

Patricia R Jackson, City Manager

Joe LaCascia, Mayor

**City Commission Meeting
October 21, 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 – September 2019
2. Code Enforcement Report – September 2019
3. Finance Report – September 2019
4. Library Report – September 2019
5. Polk County Fire Rescue Report – September 2019
6. Polk County Sheriff's Office – September 2019
7. Public Works Report – September 2019
8. Utilities Report – July/September 2019

ANALYSIS:

STAFF RECOMMENDATION: Approval of Department Reports via Consent Agenda

Polk City Permits Added
From: 09/01/19 To: 09/30/2019

COMMERCIAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BC-2019-1276	224 N COMMONWEALTH AVE, POLK CITY, FL 33868	4,352.00	09/24/2019
		Subtotal:	\$4,352.00

ELECTRICAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2019-12157	1246 ORANGE BLVD, POLK CITY, FL 33868	2,400.00	09/09/2019
BT-2019-12273	545 ORANGE BLVD, POLK CITY, FL 33868	1,500.00	09/10/2019
		Subtotal:	\$3,900.00

FENCE WALL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2019-12890	370 BAYBERRY DR, POLK CITY, FL 33868	2,000.00	09/24/2019
		Subtotal:	\$2,000.00

MECHANICAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2019-12014	525 MARKLEN LOOP, POLK CITY, FL 33868	6,020.00	09/05/2019
BT-2019-12662	928 LAKESHORE DR, POLK CITY, FL 33868	5,500.00	09/18/2019
BT-2019-12969	726 MEANDERING WAY, POLK CITY, FL 33868	9,483.00	09/26/2019
		Subtotal:	\$21,003.00

RE-ROOF

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2019-12233	438 ROSEWOOD LN, POLK CITY, FL 33868	6,400.00	09/10/2019
BT-2019-12518	117 S CITRUS GROVE BLVD, POLK CITY, FL 33868	6,000.00	09/16/2019
BT-2019-12571	228 S BOUGAINVILLEA AVE, POLK CITY, FL 33868	8,490.00	09/17/2019
BT-2019-12575	818 SW COMMONWEALTH AVE, POLK CITY, FL 33868	4,500.00	09/17/2019
BT-2019-12794	512 EDGEWATER DR, POLK CITY, FL 33868	6,000.00	09/22/2019
		Subtotal:	\$31,390.00

RESIDENTIAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BR-2019-7943	213 HONEY-BEE LN, POLK CITY, FL 33868	2,478.24	09/03/2019
BR-2019-8510	830 TWO POND RD, POLK CITY, FL 33868	24,742.68	09/20/2019
BR-2019-8593	307 BAYBERRY DR, POLK CITY, FL 33868	30,000.00	09/09/2019
BR-2019-8666	8739 Conoy AVE, Polk City, FL 33868	108,900.00	09/23/2019
BR-2019-8667	8727 Conoy AVE, Polk City, FL 33868	108,900.00	09/26/2019
BR-2019-8668	8719 Conoy AVE, Polk City, FL 33868	101,200.00	09/26/2019

BR-2019-8669	8850 Fox DR, Polk City, FL 33868	108,900.00	09/26/2019
BR-2019-8670	8845 Fox DR, Polk City, FL 33868	96,800.00	09/26/2019
BR-2019-8671	5524 Ottawa ST, Polk City, FL 33868	96,800.00	09/26/2019
BR-2019-8672	8805 Fox DR, Polk City, FL 33868	112,604.00	09/26/2019
BR-2019-8678	8809 Fox DR, Polk City, FL 33868	96,800.00	09/27/2019
BR-2019-8679	8739 Rindge RD, Polk City, FL 33868	111,100.00	09/27/2019
BR-2019-8680	8764 Rindge RD, Polk City, FL 33868	127,600.00	09/27/2019

Subtotal: \$1,126,824.92

Grand Total: \$1,189,469.92

37 SFR to Date

Code Enforcement Report

SEPTEMBER 2019

DATE	ADDRESS	VIOLATION	STATUS
9/3/2019	CITY WIDE	SNIFE SIGN	14
9/4/2019	121 COMMONWEALTH	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/4/2019	213 HONEY BEE LN	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/4/2019	518 CITRUS GROVE	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/5/2019	203 HYDRANGEA AVE	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/5/2019	0 CITRUS GROVE	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/5/2019	233/239 SUNSHINE	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/5/2019	155 HONEY BEE	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/5/2019	304 CITRUS GROVE	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
9/5/2019	OFFICE	RETURNED CALLS	SPOKE W 2 LEFT MESSAGE FOR 3 COULD NOT LEAVE MESSAGES FOR 2
9/10/2019	CITY / COUNTY RIGHT OF WAY SIGNS	SNIFE SIGN	REMOVED 4 SIGNS
9/10/2019	624 CITRUS GROVE	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
9/10/2019	550 CITRUS GROVE	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/10/2019	717 3RD ST	RE INSPECTED TO FIND PROPERTY COMPLIED	C/O
9/11/2019	P.A.C.E.	MEETING IN HAINES CITY	
9/11/2019	INSPECTED ALL SPECIAL MAGISTRATE CASES	TOOK PHOTOS	PRINTED
9/12/2019	611 CITRUS GROVE	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
9/12/2019	217 LAKESPUR LN	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
9/12/2019	215 SUNSHINE	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O

9/17/2019	OFFICE /FIELD	PREP FOR SPECIAL MAGISTRATE	PAPERWORK
9/18/2019	COMM CHAMBERS SPECIAL MAGISTRATE	STARTED AT 4PM	PRESENTED CASES
9/19/2019	OFFICE	MAILED FINDING OF FACTS	FILED IN CASES
9/19/2019	624 CITRUS GROVE	RE INSPECTED TO FIND VIOLATIONS CORRECTED	C/O
9/19/2019	710 3RD STREET	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/19/2019	411 SUNSHINE	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/19/2019	0 2ND STREET	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/24/2019	0 CENTRAL AVE	FOUND IN VIOLATION	LETTER SENT
9/24/2019	550 SUNRISE	INSPECTED TO FIND VIOLATIONS	LETTER SENT
9/24/2019	212 SUNSHINE	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/25/2019	524 ROSEWOOD	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/25/2019	144 HONEYBEE	FOUND IN VIOLATION	LETTER SENT
9/26/2019	617 4TH STREET	REINSPECTED FOUND PROPERTY IN COMPLIANCE	C/O
9/26/2019	630 2ND STREET	FOUND IN VIOLATION	LETTER SENT
9/26/2019	718 4TH STREET	FOUND IN VIOLATION	LETTER SENT

POLK CITY
Simple Balance Sheet

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

Account Number	Account Title	Ending Bal	Net Amount
01-101-100	Cash - Checking	1,872,128.13	
01-101-800	Cash - GF Police Public Safety Impact Fees	141,088.10	
01-101-801	Cash - GF Fire Public Safety Impact Fees	96,585.57	
01-101-802	Cash - GF Recreation Impact Fees	289,164.32	
01-101-803	Cash - GF Gen Gov't Facilities Impact Fees	257,361.01	
01-101-990	Van Fleet Cycling Challenge	859.09	
01-102-100	Cash on Hand	575.00	
01-115-100	Accounts Receivable - Utilities	4,296.54	
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	107,204.34	
01-153-303	Restricted Cash - Building and Codes	160,917.77	
01-160-902	Reserve Account	177,764.59	
01-160-903	Reserve Acct - Emergencies & Contingency	62,924.00	
	** TOTAL ASSET**		3,168,558.88
01-202-100	Accounts Payable	37,762.73	
01-202-200	Accounts Payable - Year End	24,155.56	
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	1,955.92-	
01-208-310	Due to DCA - Bldg Permit Surcharge	269.12	
01-208-320	Due to Dept of Business - License Fees	149.13	
01-208-330	Due to PCSO - Police Education Revenue	331.91	
01-217-200	Accrued Sales Tax	234.84	
01-218-050	Payroll Liabilities	87.80	
01-218-100	Payroll Taxes Payable	7,429.95	
01-218-200	FRS Retirement Payable	193.97-	
01-218-310	Long Term Disability Payable	964.00	
01-218-320	Supplemental Insurance Payable	1,137.54	
01-218-327	CHL- Child Support	242.78-	
01-218-400	Dental Plan Payable	99.05-	
01-218-410	Vision Plan Payable	425.96	
	** TOTAL LIABILITY**		74,147.82
01-243-100	Encumbrances Placed	1,244.97	
01-245-100	Reserved for Encumbrances	1,244.97-	
	** TOTAL ENCUMBRANCE**		0.00
01-271-100	Fund Balance Unreserved	2,673,170.62	
	** TOTAL EQUITY**		2,673,170.62
	** TOTAL REVENUE**		2,486,935.02
	** TOTAL EXPENSE**		2,065,694.58
	TOTAL LIABILITY AND EQUITY		3,168,558.88

POLK CITY
SEPTEMBER 2019 MONTHLY FINANCIALS

GENERAL FUND REVENUES
100.00 % Yr Complete For Fiscal Year: 2019 / 9

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	617,443.06	735,076.00	735,076.00	1,907.53	781,024.71	(45,948.71)	106.25 %
01-312-300	9th Cent Gas Tax	14,594.37	14,500.00	14,500.00	1,270.28	12,665.43	1,834.57	87.35 %
01-312-400	Local Option Gas Tax	81,004.82	82,534.00	82,534.00	7,075.14	77,400.61	5,133.39	93.78 %
01-312-410	New Local Option Gas Tax	50,528.73	50,775.00	50,775.00	4,281.79	48,978.34	1,796.66	96.46 %
01-314-100	Electric - Utility Tax	102,386.61	86,200.00	86,200.00	11,409.23	106,894.82	(20,694.82)	124.01 %
01-314-300	Water - Utility Tax	57,257.65	54,630.00	54,630.00	5,257.48	60,840.89	(6,210.89)	111.37 %
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	532.68	7,298.99	(3,198.99)	178.02 %
01-315-100	Communications Services Tax	208,573.77	206,035.00	206,035.00	16,715.25	197,818.33	8,216.67	96.01 %
01-316-100	Local Business Licenses	4,935.10	7,800.00	7,800.00	4,510.00	7,424.00	376.00	95.18 %
01-316-102	County Business Tax	0.00	0.00	0.00	237.94	879.38	(879.38)	0.00 %
01-322-100	Building Permits	175,413.07	100,000.00	100,000.00	1,025.85	39,808.62	60,191.38	39.81 %
01-322-101	Bldg Permit - Plan Checking	102,905.22	47,747.00	47,747.00	314.00	19,077.94	28,669.06	39.96 %
01-322-102	Bldg Permit - Admin Fee	5,078.00	2,000.00	2,000.00	280.00	5,120.00	(3,120.00)	256.00 %
01-322-103	Bldg Permit - Electrical	16,770.00	12,000.00	12,000.00	125.00	8,895.00	3,105.00	74.13 %
01-322-104	Bldg Permit - Plumbing	14,768.00	12,000.00	12,000.00	0.00	7,900.00	4,100.00	65.83 %
01-322-105	Bldg Permit - Mechanical	14,900.00	12,000.00	12,000.00	125.00	8,725.00	3,275.00	72.71 %
01-322-107	Bldg Permit - Cert of Occupancy	3,185.00	390.00	390.00	450.00	3,450.00	(3,060.00)	884.52 %
01-322-108	Bldg Permit - Inspections	139,603.65	150,000.00	150,000.00	14,266.00	137,495.65	12,504.35	91.66 %
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	0.00	57,293.26	1,438.74	97.55 %
01-323-300	Solid Waste	30,157.38	31,050.00	31,050.00	2,250.00	31,377.76	(327.76)	101.06 %
01-324-100	Police - Public Safety Impact Fee	62,564.03	66,434.00	66,434.00	0.00	27,089.58	39,344.42	40.78 %
01-324-110	Fire/Rescue - Public Safety Impact Fe	33,475.67	35,546.00	35,546.00	0.00	14,494.62	21,051.38	40.78 %
01-324-310	Transportation Impact Fee	0.00	0.00	0.00	0.00	(995.10)	995.10	0.00 %
01-324-610	Parks & Recreation Impact Fee	100,895.52	107,136.00	107,136.00	0.00	42,646.56	64,489.44	39.81 %
01-324-710	Public Facilities Impact Fee	169,556.97	180,045.00	180,045.00	0.00	73,416.42	106,628.58	40.78 %
01-329-220	Site Plan Reviews	1,600.00	0.00	0.00	1,550.00	10,835.00	(10,835.00)	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	30,000.00	(5,000.00)	120.00 %
01-335-120	MRS - State Sales Tax	57,403.00	57,580.00	57,580.00	4,893.36	58,081.06	(501.06)	100.87 %
01-335-122	SRS - 8th Cent. Motor Fuel Tax	17,888.27	17,260.00	17,260.00	1,432.27	17,725.70	(465.70)	102.70 %
01-335-123	MRS - Municipal Fuel Tax	16.21	8.00	8.00	0.62	51.70	(43.70)	646.25 %
01-335-140	Mobile Home License	5,485.35	4,800.00	4,800.00	119.25	5,455.30	(655.30)	113.65 %
01-335-150	Alcoholic Beverage License	1,125.71	1,125.00	1,125.00	0.00	1,125.71	(0.71)	100.06 %
01-335-180	Half-Cent Sales Tax	107,782.73	114,645.00	114,645.00	9,575.78	110,993.08	3,651.92	96.81 %

POLK CITY
 SEPTEMBER 2019 MONTHLY FINANCIALS

GENERAL FUND REVENUES
 100.00 % Yr Complete For Fiscal Year: 2019 / 9

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	25,937.83	277,919.64	3,080.36	98.90 %
01-340-700	Stormwater Utility Fees	23,879.67	24,922.00	24,922.00	2,757.41	28,822.26	(3,900.26)	115.65 %
01-340-900	Notary Fees	25.00	0.00	0.00	25.00	175.00	(175.00)	0.00 %
01-344-900	FDOT Maintenance Agreement	16,303.82	16,303.00	16,303.00	4,075.96	16,303.82	(0.82)	100.01 %
01-347-100	Library Income	8,394.78	6,000.00	6,000.00	444.80	7,209.99	(1,209.99)	120.17 %
01-351-200	Fines, Penalties, and Forfeitures	7,305.73	2,000.00	2,000.00	871.16	10,109.86	(8,109.86)	505.49 %
01-359-100	Other Fines and/or Forfeitures	0.00	0.00	0.00	0.00	902.50	(902.50)	0.00 %
01-359-300	Late Fees	466.75	200.00	200.00	21.00	266.50	(66.50)	133.25 %
01-361-100	Interest Income	390.85	200.00	200.00	0.24	983.45	(783.45)	491.73 %
01-362-100	Activity Center Rentals	2,300.00	1,500.00	1,500.00	100.00	3,150.00	(1,650.00)	210.00 %
01-362-200	Donald Bronson Community Center Renta	4,000.00	2,500.00	2,500.00	600.00	8,450.00	(5,950.00)	338.00 %
01-365-100	Sales of Surplus Property	3,586.39	500.00	500.00	0.00	136.10	363.90	27.22 %
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	116.20	183.80	38.73 %
01-369-101	Misc Income - Copies and Faxes	53.50	0.00	0.00	1.00	105.00	(105.00)	0.00 %
01-369-102	Misc Income - Collection Allowance	17,854.83	5,000.00	5,000.00	38.83	8,078.94	(3,078.94)	161.58 %
01-369-120	Misc Income - Christmas	160.00	100.00	100.00	0.00	180.00	(80.00)	180.00 %
01-369-130	Misc Income - Halloween	140.00	100.00	100.00	60.00	320.00	(220.00)	320.00 %
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	110.28	869.31	(669.31)	434.66 %
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	1,400,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTALS		4,342,755.96	2,782,476.00	2,782,476.00	124,647.96	2,486,935.02	295,540.98	89.38 %

POLK CITY
 SEPTEMBER 2019 MONTHLY FINANCIALS

General Fund Expenditures
 100.00 % Yr Complete For Fiscal Year: 2019 / 9

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
DEPARTMENT TOTAL		208,801.96	234,194.00	234,194.00	16,369.93	226,495.53	7,698.47	96.71 %
=====								
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	0.00	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	1,021.69	3,585.75	414.25	89.64 %
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	198.80	267.30	432.70	38.19 %
01-513-520	Operating Supplies - City Clerk	0.00	800.00	800.00	634.74	942.69	(142.69)	117.84 %
01-513-540	Books, Pub., Sub., & Memberships - Ci	175.00	500.00	500.00	0.00	701.00	(201.00)	140.20 %
DEPARTMENT TOTAL		6,863.36	13,000.00	13,000.00	1,855.23	15,823.85	(2,823.85)	121.72 %
=====								
LEGAL COUNSEL								
01-514-310	Professional Services - Legal Counsel	42,952.86	60,000.00	60,000.00	4,512.59	42,992.10	17,007.90	71.65 %
01-514-480	Promo Activities & Legal Ads - Legal	8,588.77	7,500.00	7,500.00	573.37	13,487.56	(5,987.56)	179.83 %
DEPARTMENT TOTAL		51,541.63	67,500.00	67,500.00	5,085.96	56,479.66	11,020.34	83.67 %
=====								
COMPREHENSIVE PLANNING								
01-515-310	Professional Services - Comp Planning	80,500.00	22,000.00	22,000.00	0.00	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	0.00	30,000.00	(5,000.00)	120.00 %
DEPARTMENT TOTAL		80,500.00	50,000.00	50,000.00	0.00	63,625.00	(13,625.00)	127.25 %
=====								

POLK CITY
 SEPTEMBER 2019 MONTHLY FINANCIALS

General Fund Expenditures
 100.00 % Yr Complete For Fiscal Year: 2019 / 9

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	5,823.40	73,151.16	5,763.84	92.70 %
01-516-140	Overtime - Fin & Acctng	0.00	495.00	495.00	246.23	246.23	248.77	49.74 %
01-516-210	Fica Taxes - Fin & Acctng	4,642.87	6,075.00	6,075.00	434.42	5,329.03	745.97	87.72 %
01-516-220	Retirement Contribution - Fin & Acctng	5,173.42	6,559.00	6,559.00	514.10	6,216.66	342.34	94.78 %
01-516-230	Life & Health Insurance - Fin & Acctng	8,615.29	18,201.00	18,201.00	1,564.44	18,332.84	(131.84)	100.72 %
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	0.00	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	66.14	586.72	(586.72)	0.00 %
01-516-420	Education Reimbursement - Fin & Acctng	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	16.48	731.34	668.66	52.24 %
01-516-520	Operating Supplies - Fin & Acctng	180.92	2,500.00	2,500.00	0.00	2,947.21	(447.21)	117.89 %
01-516-540	Books, Pub., Sub., & Memberships - Fi	35.00	250.00	250.00	0.00	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	8,665.21	111,952.93	6,325.07	94.65 %
DEBT SERVICE								
01-517-710	Principal - CB&T Debt Service Pmts	46,613.43	74,088.00	74,088.00	6,221.18	74,323.84	(235.84)	100.32 %
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	3,763.03	45,486.61	235.39	99.49 %
01-517-721	Interest - USDA Pay Off	17,231.56	0.00	0.00	0.00	0.00	0.00	0.00 %
01-517-730	Other Debt Service Costs	10,979.44	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		1,479,873.68	119,810.00	119,810.00	9,984.21	119,810.45	(0.45)	100.00 %
LAW ENFORCEMENT								
01-521-305	Contract Labor - Law Enf	97,363.00	99,310.00	99,310.00	0.00	99,374.00	(64.00)	100.06 %
01-521-310	Professional Services - Law Enf	0.00	28,288.00	28,288.00	2,840.00	27,920.00	368.00	98.70 %

POLK CITY
SEPTEMBER 2019 MONTHLY FINANCIALS

General Fund Expenditures
100.00 % Yr Complete For Fiscal Year: 2019 / 9

G/L	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
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 %
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	2,840.00	127,294.00	5,917.00	95.56 %
BUILDING AND ZONING								
01-524-120	Regular Salary - Wages - Bldg & Zonin	46,975.41	82,243.00	82,243.00	6,548.62	80,223.95	2,019.05	97.55 %
01-524-140	Overtime - Bldg & Zoning	0.00	433.00	433.00	16.57	384.86	48.14	88.88 %
01-524-210	Fica Taxes - Bldg & Zoning	3,419.14	6,325.00	6,325.00	488.64	6,060.85	264.15	95.82 %
01-524-220	Retirement Contribution - Bldg & Zoni	3,679.53	4,312.00	4,312.00	556.08	6,780.09	(2,468.09)	157.24 %
01-524-230	Life & Health Insurance - Bldg & Zoni	8,415.06	18,244.00	18,244.00	1,568.05	17,615.24	628.76	96.55 %
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	171,387.15	150,000.00	150,000.00	15,694.02	154,070.83	(4,070.83)	102.71 %
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	10.01	299.84	100.16	74.96 %
01-524-520	Operating Supplies - Bldg & Zoning	417.04	350.00	350.00	0.00	1,888.16	(1,538.16)	539.47 %
01-524-540	Books, Pub., Sub., & Memberships - Bl	0.00	0.00	0.00	29.98	226.68	(226.68)	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		238,630.37	265,073.00	265,073.00	24,911.97	268,462.50	(3,389.50)	101.28 %
CODE ENFORCEMENT								
01-529-120	Regular Salary - Wages - Code Enf	0.00	22,824.00	22,824.00	1,881.00	20,938.50	1,885.50	91.74 %
01-529-210	Fica Taxes - Code Enf	0.00	1,746.00	1,746.00	140.03	1,563.19	182.81	89.53 %
01-529-220	Retirement Contribution - Code Enf	0.00	1,885.00	1,885.00	159.32	1,742.87	142.13	92.46 %
01-529-230	Life & Health Insurance - Code Enf	0.00	243.00	243.00	758.02	6,695.86	(6,452.86)	2755.50 %
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	500.00	4,000.00	(1,500.00)	160.00 %
01-529-400	Travel and Training - Code Enf	0.00	500.00	500.00	0.00	1,030.86	(530.86)	206.17 %

POLK CITY
SEPTEMBER 2019 MONTHLY FINANCIALS

General Fund Expenditures
100.00 % Yr Complete For Fiscal Year: 2019 / 9

G/L		2018	2019	2019	2019	2019	2019	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
01-541-400	Travel and Training - Roads & Streets	15.00	2,500.00	2,500.00	0.00	284.44	2,215.56	11.38 %
01-541-410	Communication Services - Roads & Stre	2,616.35	3,500.00	3,500.00	113.36	2,331.32	1,168.68	66.61 %
01-541-430	Utilities - Roads & Streets	25,220.78	30,000.00	30,000.00	2,007.48	22,941.24	7,058.76	76.47 %
01-541-460	Repairs and Maintenance - Roads & Str	9,723.48	10,000.00	10,000.00	1,162.96	4,253.89	6,029.11	42.54 %
01-541-461	Repairs & Maintenance-Equipment - Roa	5,656.79	8,000.00	8,000.00	1,144.48	19,785.76	(11,785.76)	247.32 %
01-541-464	Vehicle Fuel - Roads & Streets	8,260.41	7,000.00	7,000.00	1,416.19	8,118.35	(1,118.35)	115.98 %
01-541-465	Vehicle Maintenance - Roads & Streets	5,163.24	7,000.00	7,000.00	600.72	4,092.20	2,907.80	58.46 %
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	9.59	695.03	156.10	69.50 %
01-541-520	Operating Supplies - Roads & Streets	7,232.03	10,000.00	10,000.00	5,320.56	12,810.30	(2,810.30)	128.10 %
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	0.00	3,376.09	11,623.91	22.51 %
01-541-540	Books, Pub., Sub., & Memberships - Ro	420.44	500.00	500.00	29.98	208.20	291.80	41.64 %
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	30,940.53	340,544.41	198,612.72	63.18 %

LIBRARY

01-571-120	Regular Salary - Wages - Library	53,011.22	76,245.00	76,245.00	5,077.20	73,445.20	2,799.80	96.33 %
01-571-140	Overtime - Library	240.29	917.00	917.00	129.75	451.71	465.29	49.26 %
01-571-210	Fica Taxes - Library	3,880.55	5,903.00	5,903.00	383.88	5,542.34	360.66	93.89 %
01-571-220	Retirement Contribution - Library	4,173.77	6,374.00	6,374.00	441.02	6,229.31	144.69	97.73 %
01-571-230	Life & Health Insurance - Library	16,581.91	18,377.00	18,377.00	1,568.66	17,626.07	750.93	95.91 %
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	310.50	4,938.44	(2,938.44)	246.92 %
01-571-312	Professional Services - Other - Libra	1,700.00	2,500.00	2,500.00	0.00	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	470.18	3,741.50	2,358.50	61.34 %
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	164.75	3,015.20	4,484.80	40.20 %

POLK CITY
 SEPTEMBER 2019 MONTHLY FINANCIALS

General Fund Expenditures
 100.00 % Yr Complete For Fiscal Year: 2019 / 9

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
01-571-460	Repairs and Maintenance - Library	5,201.54	2,500.00	2,500.00	319.41	3,617.00	(1,117.00)	144.68 %
01-571-480	Promo Activities & Legal Ads - Librar	1,268.82	2,500.00	2,500.00	529.04	583.48	1,916.52	23.34 %
01-571-510	Office Supplies - Library	1,142.42	1,300.00	1,300.00	11.77	332.94	789.44	25.61 %
01-571-520	Operating Supplies - Library	7,873.96	7,500.00	7,500.00	793.32	3,604.76	3,895.24	48.06 %
01-571-540	Books, Pub., Sub., & Memberships - Li	808.94	600.00	600.00	136.80	706.07	(106.07)	117.68 %
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	1,644.90	16,033.54	(33.54)	100.21 %
DEPARTMENT TOTAL		121,310.70	159,233.00	159,233.00	11,981.18	141,814.81	17,240.57	89.06 %
PARKS								
01-572-310	Professional Services - Parks	806.00	0.00	0.00	186.50	1,056.50	(1,056.50)	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	636.72	7,026.15	15,973.85	30.55 %
01-572-460	Repairs and Maintenance - Parks	26,486.80	15,000.00	15,000.00	5,337.96	12,232.19	2,767.81	81.55 %
01-572-520	Operating Supplies - Parks	1,020.72	1,200.00	1,200.00	780.50	1,829.33	(629.33)	152.44 %
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	6,941.68	22,144.17	17,055.83	56.49 %
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	0.00	8,652.46	(1,152.46)	115.37 %
DEPARTMENT TOTAL		6,079.80	13,000.00	13,000.00	0.00	9,457.46	3,542.54	72.75 %
NON-DEPARTMENTAL								

POLK CITY
SEPTEMBER 2019 MONTHLY FINANCIALS

General Fund Expenditures
100.00 % Yr Complete For Fiscal Year: 2019 / 9

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
01-590-310	Professional Services - Non-Dept	3,495.61	25,000.00	25,000.00	1,595.62	9,785.28	15,214.72	39.14 %
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	2,310.00	5,690.00	28.88 %
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	3,131.70	19,271.44	(4,271.44)	128.48 %
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	72.28	443.55	(43.55)	110.89 %
01-590-465	Vehicle Maintenance - Non-Departmenta	21.24	500.00	500.00	0.00	823.41	(323.41)	164.68 %
01-590-510	Office Supplies - Non-Departmental	0.00	0.00	0.00	177.49	937.63	(937.63)	0.00 %
01-590-520	Operating Supplies - Non-Dept	248.65	1,000.00	1,000.00	3.33	2,625.27	(1,625.27)	262.53 %
01-590-521	Emergencies & Contingencies - Operati	0.00	20,000.00	20,000.00	2,676.27	3,676.27	16,323.73	18.38 %
01-590-525	Uniforms - Non Dept	0.00	4,000.00	4,000.00	0.00	2,899.14	1,100.86	72.48 %
01-590-528	Postage - Non-Dept	3,277.15	3,000.00	3,000.00	126.90	766.10	2,233.90	25.54 %
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	5,219.26	5,191.76	(5,191.76)	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	12,880.23	5,500.00	5,500.00	(383.17)	3,268.42	2,231.58	59.43 %
DEPARTMENT TOTAL		77,091.74	581,811.00	581,811.00	12,619.68	148,208.27	433,602.73	25.47 %
General Fund Revenues Total		4,331,776.52	2,782,476.00	2,782,476.00	124,647.96	2,486,935.02	295,540.98	10.62%
General Fund Expenditures Total		-3,531,047.45	-2,782,476.00	-2,782,476.00	-172,729.21	-2,065,694.58	-715,535.45	25.72%
Total Revenue vs. Expenditures		800,729.07	0.00	0.00	-48,081.25	421,240.44	-419,994.47	

POLK CITY
Simple Balance Sheet

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

Account Number	Account Title	Ending Bal	Net Amount
05-101-100	Cash - Checking	959,614.92	
05-101-710	Cash - Enterprise Fund Capital Imprvmnts	52,898.45	
05-101-800	Cash - Sewer Impact Fee Account	1,069,802.59	
05-101-900	Cash - Water Impact Fee Account	348,155.55	
05-101-915	Tax Exempt Leasing - Sinking Fund	46,969.53	
05-101-916	US Bank - Sink Fund	47,435.38	
05-101-917	US Bank - Renewal & Replacement Series	9,375.23	
05-101-920	Cash - Customer Deposits	349,710.31	
05-101-930	Restricted Cash - Reclass	737,400.48-	
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	737,400.48	
05-115-100	Accounts Receivable - Utilities	49,386.81	
05-115-130	Accounts Receivable - Readiness to Serve	64,026.69	
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	37,363.62	
05-159-100	Deferred Outflows - Related to Pension	82,455.25	
05-159-200	Deferred Outflows - Loss on Refunding	810,157.03	
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**		16,637,475.43
05-202-100	Accounts Payable	207,763.83	
05-202-900	Customer Deposits	308,373.76	
05-203-100	Accumulated Interest Payable	56,733.60	
05-203-600	SRF Loan WW51201P	2,059,675.11	
05-203-610	SRF Loan WW53140/SG531401 Effluent Disposal	35,641.30	
05-203-710	US Bank 2017 Bond Note	8,185,000.00	
05-203-750	Tax Exempt Leasing Loan	45,074.78	
05-203-910	Unamortized Bond Premiums - US Bank	602,902.93	
05-208-305	Taxes Payable	2,557.95-	
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**		11,665,469.98
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	3,076,536.11	
05-271-200	Net Asset Adjustment Account	10,071.23-	

POLK CITY
Simple Balance Sheet

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

Account Number	Account Title	Ending Bal	Net Amount
05-272-100	Retained Earnings	734,552.82	
	** TOTAL EQUITY**		4,436,247.30
	** TOTAL REVENUE**		3,950,641.17
	** TOTAL EXPENSE**		3,414,883.02
	TOTAL LIABILITY AND EQUITY		16,637,475.43

POLK CITY
 SEPTEMBER 2019 MONTHLY FINANCIALS

ENTERPRISE FUND REVENUE
 100.00 % Yr Complete For Fiscal Year: 2019 / 9

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	0.00	2,112.49	(2,112.49)	0.00 %
05-324-210	Water Impact Fees	222,302.01	139,760.00	139,760.00	0.00	85,603.00	54,157.00	61.25 %
05-324-220	Sewer Impact Fees	616,545.00	353,200.00	353,200.00	0.00	211,920.00	141,280.00	60.00 %
05-325-111	Connection Fees - Water - Cash Basis	94,787.56	69,600.00	69,600.00	0.00	42,430.16	27,169.84	60.96 %
05-325-112	Connection Fees - Water - Accrual Bas	435.00	0.00	0.00	0.00	3,045.00	(3,045.00)	0.00 %
05-325-210	Readiness to Serve Charge - Sewer	29,599.10	28,696.00	28,696.00	0.00	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	0.00	21,260.00	4,740.00	81.77 %
05-329-200	Other Lic./Fees/Permits	1,839.80	2,000.00	2,000.00	100.00	2,661.00	(661.00)	133.05 %
05-331-350	Sewer/Wastewater Grants	0.00	0.00	0.00	781,345.00	1,269,453.00	(1,269,453.00)	0.00 %
05-331-370	Small Community Wastewater Grant	0.00	0.00	0.00	128,000.00	128,000.00	(128,000.00)	0.00 %
05-340-300	Water Utility Revenue	1,096,000.10	1,135,299.00	1,135,299.00	82,089.67	1,065,393.08	69,905.92	93.84 %
05-340-500	Sewer Utility Revenue	982,047.76	1,032,993.00	1,032,993.00	86,026.54	1,003,045.37	29,947.63	97.10 %
05-359-100	Other Fines and/or Forfeitures	20,095.50	20,000.00	20,000.00	2,915.00	30,795.00	(10,795.00)	153.98 %
05-359-200	Non Sufficient Funds	1,285.00	1,000.00	1,000.00	185.00	1,560.00	(560.00)	156.00 %
05-359-300	Late Fees	26,460.00	20,000.00	20,000.00	3,517.50	30,996.00	(10,996.00)	154.98 %
05-369-100	Misc. Income	9.67	0.00	0.00	(505.68)	14,451.32	(14,451.32)	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	1,083,673.03	3,950,641.17	(916,416.17)	130.20 %

POLK CITY
SEPTEMBER 2019 MONTHLY FINANCIALS

Enterprise Fund Expenditures
100.00 % Yr Complete For Fiscal Year: 2019 / 9

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
Water								
05-533-120	Regular Salary - Wages - Water Oper	99,153.31	187,341.00	187,341.00	12,737.73	167,944.79	19,396.21	89.65 %
05-533-140	Overtime - Water Oper	837.90	4,529.00	4,529.00	340.03	2,916.21	1,612.79	64.39 %
05-533-210	Fica Taxes - Water Oper	7,379.29	14,678.00	14,678.00	976.05	12,909.90	1,768.10	87.95 %
05-533-220	Retirement Contribution - Water Oper	37,216.19	15,848.00	15,848.00	1,107.69	14,565.97	1,282.03	91.91 %
05-533-230	Life & Health Insurance - Water Oper	25,356.43	49,859.00	49,859.00	3,904.71	44,296.51	5,562.49	88.84 %
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	1,139.90	28,291.81	(8,291.81)	141.46 %
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	460.43	3,952.02	16,047.98	19.76 %
05-533-313	Professional Services - Polk Regional	233.21	5,000.00	5,000.00	0.00	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	75.38	872.95	(372.95)	174.59 %
05-533-410	Communication Services - Water Oper	2,826.49	3,500.00	3,500.00	318.34	4,160.22	(1,861.70)	118.86 %
05-533-430	Utilities - Water Oper	146.76	1,500.00	1,500.00	155.20	1,266.22	233.78	84.41 %
05-533-431	Mt. Olive WTP - Utilities - Water Oper	3,820.97	6,900.00	6,900.00	319.80	3,191.68	3,708.32	46.26 %
05-533-432	Commonwealth WTP - Utilities - Water	1,409.27	4,620.00	4,620.00	99.58	1,501.25	3,118.75	32.49 %
05-533-433	V.Matt Williams WTP - Utilities - Wat	10,271.92	12,000.00	12,000.00	962.67	12,853.99	(853.99)	107.12 %
05-533-460	Repairs and Maintenance - Water Oper	21,916.83	40,000.00	40,000.00	3,583.82	36,760.53	3,522.47	91.90 %
05-533-461	Mt. Olive WTP - Repairs and Maint - W	6,320.07	15,000.00	15,000.00	0.00	34,080.99	(19,080.99)	227.21 %
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	1,615.01	10,665.49	(3,665.49)	152.36 %
05-533-465	Vehicle Maintenance - Water Oper	12,559.15	8,000.00	8,000.00	1,968.08	13,133.97	(5,133.97)	164.17 %
05-533-466	Public Works/Utilities Facility - Rep	2,586.07	0.00	0.00	159.70	4,265.01	(4,265.01)	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	100.00	5,300.00	(1,000.00)	123.26 %
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	15.67	252.66	593.07	25.27 %
05-533-520	Operating Supplies - Water Oper	14,215.85	30,000.00	30,000.00	2,478.52	24,075.89	5,924.11	80.25 %
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	295.00	3,233.99	5,766.01	35.93 %
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	0.00	56,117.68	13,482.32	80.63 %
05-533-527	Meter Supplies - Repairs & Maintenanc	0.00	20,000.00	20,000.00	0.00	11,814.64	8,185.36	59.07 %

POLK CITY
SEPTEMBER 2019 MONTHLY FINANCIALS

Enterprise Fund Expenditures
100.00 % Yr Complete For Fiscal Year: 2019 / 9

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
05-533-540	Books, Pub., Sub., & Memberships - Wa	1,098.92	2,000.00	2,000.00	150.51	1,403.78	596.22	70.19 %
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	1,675.12	34,242.72	(4,242.72)	114.14 %
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	(76,391.99)	0.00	76,392.00	0.00 %
05-533-720	Interest - Water Oper	46,872.24	74,490.00	74,490.00	0.00	76,351.08	(1,861.08)	102.50 %
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	(41,753.05)	668,991.55	254,191.70	72.38 %

Sewer

05-535-120	Regular Salary - Wages - Sewer Oper	84,565.66	115,606.00	115,606.00	7,402.04	102,906.89	12,699.11	89.02 %
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	276.08	3,492.28	(383.28)	112.33 %
05-535-210	Fica Taxes - Sewer Oper	6,009.12	9,082.00	9,082.00	577.97	8,156.51	925.49	89.81 %
05-535-220	Retirement Contribution - Sewer Oper	29,885.33	9,806.00	9,806.00	650.33	9,269.89	536.11	94.53 %
05-535-230	Life & Health Insurance - Sewer Oper	15,126.98	27,149.00	27,149.00	1,959.65	23,930.52	3,218.48	88.15 %
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	5,458.00	36,643.80	(11,643.80)	146.58 %
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	238.71	4,566.06	9,433.94	32.61 %
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	88.87	1,941.52	558.48	77.66 %
05-535-410	Communication Services - Sewer Oper	2,659.79	3,500.00	3,500.00	214.34	3,299.99	(1,001.47)	94.29 %
05-535-411	Cardinal Hill WWTP - Comm Svcs - Sew	1,396.78	1,500.00	1,500.00	0.00	975.47	524.53	65.03 %
05-535-412	Mt. Olive WWTP - Comm Svcs - Sewer O	2,180.40	2,500.00	2,500.00	198.00	2,376.00	124.00	95.04 %
05-535-430	Utilities - Sewer Oper	15,610.94	7,000.00	7,000.00	598.84	6,216.09	783.91	88.80 %
05-535-431	Cardinal Hill WWTP - Utilities - Sewe	17,756.34	21,000.00	21,000.00	1,568.60	18,679.65	2,320.35	88.95 %
05-535-432	Mt. Olive WWTP - Utilities - Sewer Op	7,849.08	11,000.00	11,000.00	742.23	7,476.06	3,523.94	67.96 %
05-535-460	Repairs and Maintenance - Sewer Oper	96,540.19	90,000.00	90,000.00	3,607.68	53,550.80	36,732.20	59.50 %
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
SEPTEMBER 2019 MONTHLY FINANCIALS

Enterprise Fund Expenditures
100.00 % Yr Complete For Fiscal Year: 2019 / 9

G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
05-535-464	Vehicle Fuel - Sewer Oper	3,200.22	4,000.00	4,000.00	1,599.66	12,007.80	(8,007.80)	300.20 %
05-535-465	Vehicle Maintenance - Sewer Oper	12,490.89	8,000.00	8,000.00	374.55	13,287.66	(5,287.66)	166.10 %
05-535-466	Public Works/Utilities Facility - Rep	2,275.16	0.00	0.00	159.74	4,420.68	(4,420.68)	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	168.22	(168.22)	0.00 %
05-535-492	Recording & Other Fees - Sewer Oper	100.00	350.00	350.00	0.00	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	15.63	262.98	582.75	26.30 %
05-535-520	Operating Supplies - Sewer Oper	12,246.40	8,000.00	8,000.00	2,873.45	11,207.82	(3,207.82)	140.10 %
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	577.00	30,602.99	(13,602.99)	180.02 %
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	0.00	418.27	581.73	41.83 %
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	541,099.30	1,825,510.54	(1,825,510.54)	0.00 %
05-535-710	Principal - Sewer Oper	0.00	307,586.00	307,586.00	(246,042.58)	0.00	307,586.00	0.00 %
05-535-720	Interest - Sewer Oper	313,451.20	303,789.00	303,789.00	27,037.20	305,265.48	(1,476.48)	100.49 %
05-535-722	Interest - DEP Effluent Disposal Loan	0.00	0.00	0.00	4,626.30	4,626.30	(4,626.30)	0.00 %
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	355,901.59	2,585,676.66	(1,298,418.41)	200.70 %
EF Non-Departmental								
05-590-310	Professional Services - Non-Dept	19,391.06	24,300.00	24,300.00	2,378.95	27,327.92	(3,027.92)	112.46 %
05-590-312	Professional Services - Other - Non-D	8,240.00	18,500.00	18,500.00	0.00	8,240.00	10,260.00	44.54 %
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	6,358.30	30,497.31	(3,191.31)	111.69 %
05-590-440	Rentals and Leases - Non-Dept	4,118.91	4,074.00	4,074.00	737.84	4,609.06	(535.06)	113.13 %
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	177.49	840.65	(840.65)	0.00 %
05-590-520	Operating Supplies - Non-Dept	179.88	0.00	0.00	0.00	843.76	(843.76)	0.00 %

POLK CITY
SEPTEMBER 2019 MONTHLY FINANCIALS

Enterprise Fund Expenditures
100.00 % Yr Complete For Fiscal Year: 2019 / 9

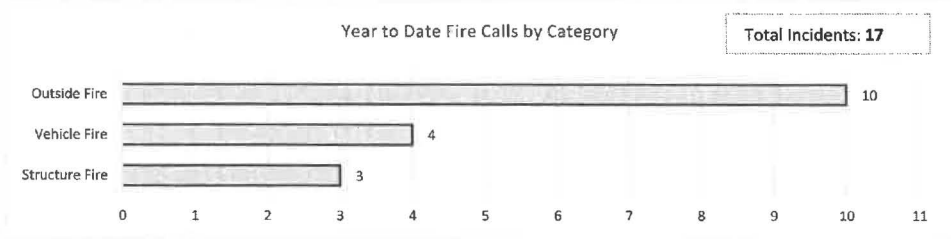
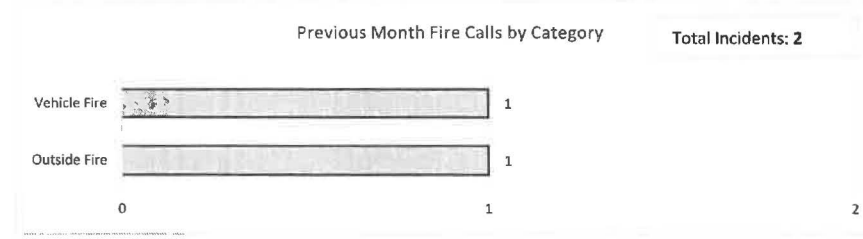
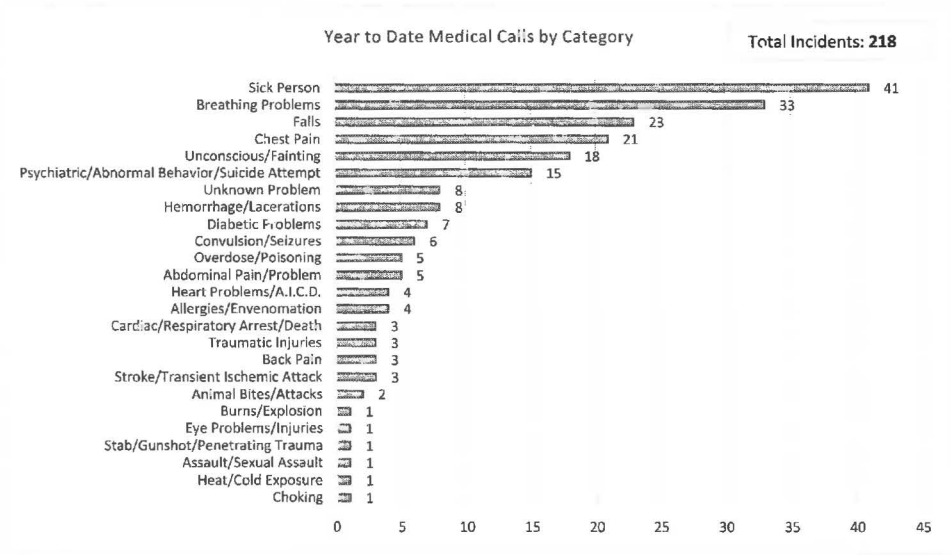
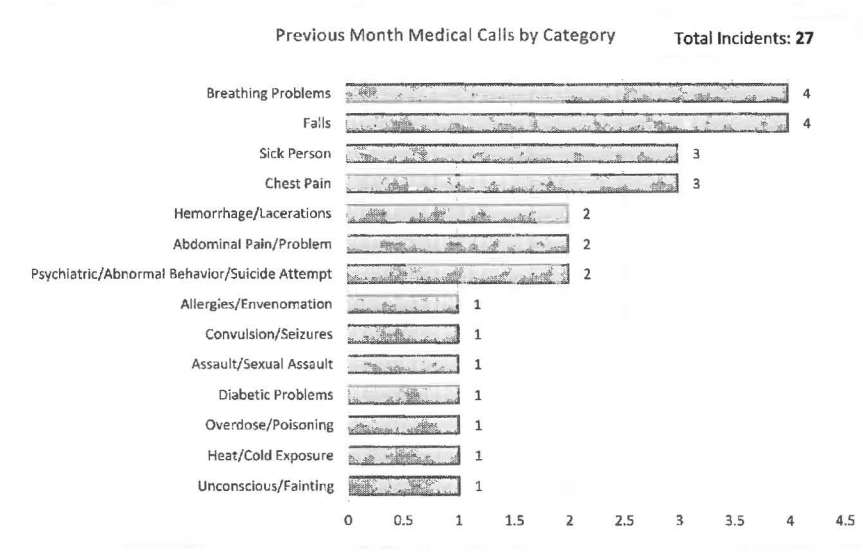
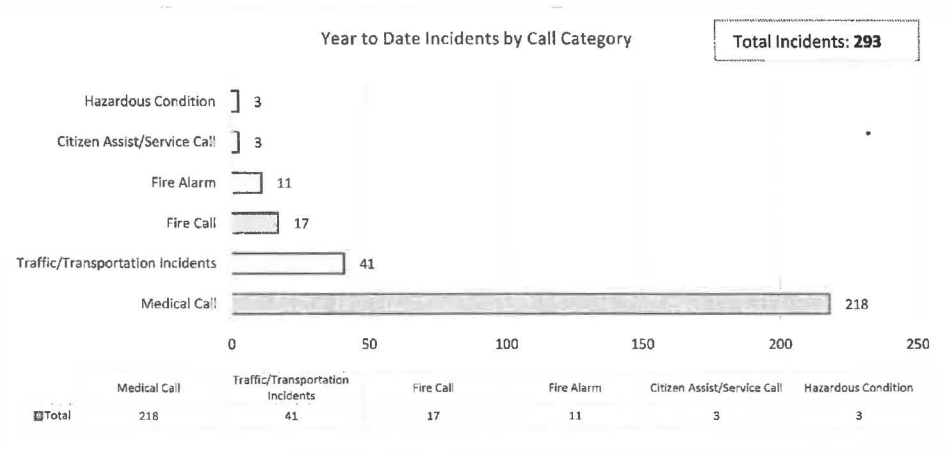
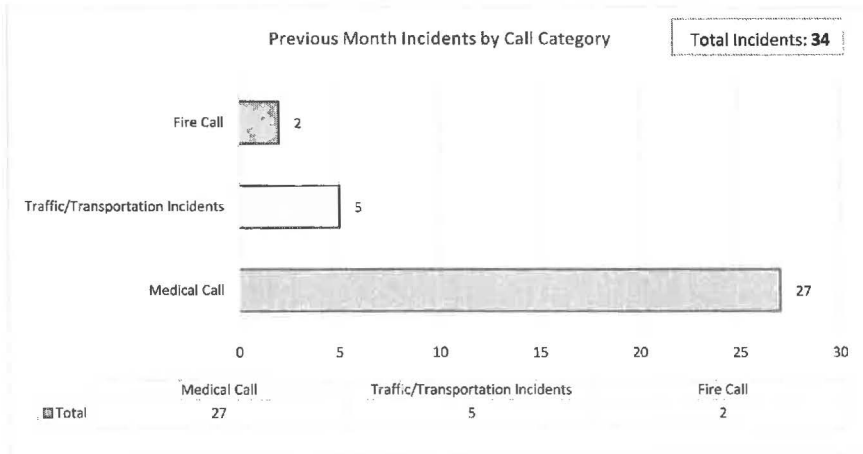
G/L ACCOUNT	DESCRIPTION	2018 ACTUALS	2019 ADOPTED BUDGET	2019 ADJ BUDGET	2019 MTD EXPENSES	2019 YTD EXPENSES	2019 AVAIL BUDGET	PERCENTAGE REALIZED
05-590-521	Emergencies & Contingencies - Operati	0.00	20,000.00	20,000.00	8,197.82	9,197.82	10,802.18	45.99 %
05-590-525	Uniforms - Non Dept	0.00	4,000.00	4,000.00	0.00	1,493.52	2,506.48	37.34 %
05-590-528	Postage - Non-Dept	1,000.00	3,000.00	3,000.00	64.32	64.32	2,935.68	2.14 %
05-590-720	Interest - Bond 2017 Issue	197,995.94	0.00	0.00	(44,749.17)	(44,749.17)	44,749.17	0.00 %
05-590-730	Other Debt Service Costs	66,573.69	0.00	0.00	64,104.94	64,104.94	(64,104.94)	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	53.08	401.92	(401.92)	0.00 %
DEPARTMENT TOTAL		395,292.37	821,638.00	821,638.00	37,323.57	157,784.43	663,853.57	19.20 %
Enterprise Fund Revenues Total		3,224,341.74	3,034,225.00	3,034,225.00	1,083,673.03	3,950,641.17	-916,416.17	130.20%
Enterprise Fund Expenditures Total		-3,348,699.42	-3,034,225.00	-3,034,225.00	-351,472.11	-3,412,452.64	380,373.14	112.47%
Total Revenue vs. Expenditures		-124,357.68	0.00	0.00	732,200.92	538,188.53	-536,043.03	

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	1122	915	11182
Juvenile Books	995	832	660	680	668	621	826	935	1261	1361	935	877	10651
DVD'S	946	726	766	1010	612	800	786	976	790	960	954	831	10157
Hot-Spots	20	16	25	20	20	20	25	20	20	25	20	25	256
Digital	0	58	23	44	37	49	41	62	63	73	84	70	604
Total Circulation	2943	2501	2262	2758	2234	2303	2597	2927	2997	3495	3115	2718	32,850
New Borrowers													
In City	13	12	6	18	16	10	11	11	28	8	22	11	166
In County	2	7	3	5	3	2	3	5	2	3	4	5	44
Digital	0	27	4	8	6	5	8	5	12	7	6	11	99
Total New Borrowers	15	46	13	31	25	17	22	21	42	18	32	27	309
Number of Programs													
Adult	1	3	2	1	1	2	2	2	1	0	0	1	16
Juvenile	2	2	4	4	2	3	3	7	7	6	1	2	43
Young Adult	1	1	1	1	0	1	1	1	2	2	0	0	11
Total Programs	4	6	7	6	3	6	6	10	10	8	1	3	70
Program Attendance													
Adult	30	44	114	36	9	16	48	41	4	185	6	15	548
Juvenile	47	32	139	42	10	38	73	164	445	360	9	13	1372
Young Adult	5	36	34	5	0	3	5	6	90	48	0	0	232
Total Attendance	82	112	287	83	19	57	126	211	539	593	15	28	2152
Reference Questions													
<i>Phone Calls</i>	232	207	197	208	163	194	197	194	198	228	233	172	2423
Number of Computer Users													
	288	225	205	292	210	303	244	248	231	205	236	190	2877
Total Patrons													
	1505	1273	1207	1580	1012	1350	1277	1553	2134	1928	1093	1052	16964

*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**

October 17, 2019

Northwest District

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

ACTIVITY	
FELONY ARREST	3
AFFIDAVITS FELONY	0
MISDEMEANOR ARREST	7
AFFIDAVITS MISDEMEANOR	
OUT OF COUNTY/STATE WARRANT ARRESTS	0
PROCAP WARRANT ARREST	0
TOTAL ARRESTS	10
SEARCH WARRANTS	0
FIELD INTERROGATION REPORTS	8
TRAFFIC CITATIONS	4
INTELLIGENCE REPORTS	0
STOLEN PROPERTY RECOVERED	0
HRS. TRANSPORTING/ AGENCIES/DIVISIONS	0
OFFENSE REPORTS	50
NARCOTICS SEIZED	7 grams of meth
ASSETS SEIZED	0
PATROL NOTICES	0
FOXTROT REPORTS	7
TOW-AWAY NOTICES	0
COMMUNITY CONTACTS	1725
TRAFFIC STOPS	15

TOTAL DISPATCHED CALLS
FOR SERVICE

116

In September 2019, there were five (5) PROCAP captured crimes as compared to six (6) in September 2018. In September 2019 there were two residential burglaries reported however the incidents were known suspects who used to reside at the residences. There was three reported robberies however one of them was a known suspect and could pose as civil issues over shared property. One was between a 16 year old and an adult who took the phone from her for not doing as she was told, they were roommates at the time of the incident. The third robbery was legit and the suspects were located in Lake County a few minutes later, the suspects are from Groveland and had been on a crime spree, they utilized an opportunity here in the City as they were passing through heading back to Groveland. The employee (victim) of Circle K was actually out by his vehicle at the time of the incident. These cases do not pose to be a trend and are not related at this time.

CaseNo	Inc From	Inc To	DOW	Location	Narrative	Det	PRINTS	VIDEO	CASE STATUS
BURGLARY RESIDENCE									
PCSO-190040939	2019-08-31 / 2100hrs	2019-09-01 / 0330hrs	Sun	212 SUNSHINE BLVD	unk susp entered the vic's resid by kicking door and ransacking the house / several items were intentionally damaged / only item missing was a black and green hunting knife / vic thinks ex-boyfriend Austin Hitchcock WM 09/23/1993 might be susp. Beer bottle found at crime scene. LPWO and Lab Letter completed for bottle to be processed. Potential suspect's whereabouts are unknown, Victim is attempting to find out where he lives now.	Coggins	LPWO	No	Pending
PCSO-190041613	2019-09-05 / 1830hrs	2019-09-06 / 0800hrs	Fri	116 SUNSHINE BLVD	poss known susp entered resid which is currently under remodel and removed 20' of 4 gauge copper wire, 10' of 8 gauge wire, 10' of 10 gauge wire and 10' of 12 gauge wire, a Makita skill saw and a Stanley tape measure; susps Sarah Posey WF 080785 & Jason Perkins WM 021683 located scrap for Perkins, vic unable to ID wires, witness observed susp vehicle at residence but not suspect. Unable to locate susp	Thomas	no	no	NFL
ROBBERY									
PCSO-190041100	2019-09-02 / 1645hrs	2019-09-02 / 1705hrs	Mon	122 COMMONWEALTH AVE N (COUNTRY ANGELS)	vict advised that her ex-boyfriend opened her car door and snatched her phone from her. susp later threw the phone on the ground and said he was going to "blow your and lindsays brains out". vict stated that the susp is on meth and could have a firearm. susp: Joseph Tyler WM 052289 (Arrested); Tyler was involved in a pursuit the follow day and was taken into custody for his warrant and the charges from this incident.	Frankowski	No	No	CA
PCSO-190044371	2019-09-20 / 1820hrs	2019-09-20 / 1845hrs	Fri	550 SUNRISE BLVD	susp snatched vics phone then broke it; susp then followed vict inside where he grabbed her, threw her to the ground and punched her; susp then picked up a cinder block and threatened to kill her; 10:15: Lomie Burton WM 061682	patrol / Marengo			
PCSO-190044999	2019-09-25 / 0043hrs	2019-09-25 / 0250hrs	Wed	207 COMMONWEALTH AVE N CIRCLE K	Vic was leaving work when 2 susps rushed him, brandished firearm, & demanded vics car keys. Susp2 struck vic in the head. Veh was later located in Groveland (Lake County). Susps were apprehended after pursuit. Both are from Lake County. Susps: Zeth Klocheska WM 5/8/99 & Jonathan Rodriguez HM 4/19/01	BCI			

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	
Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	3	300%	0.0	0.3
Burg. Business	0	1	0	0	0	0	0	0	0	0	0	1	2	0	0	0	1	0	1	0	0	0	1	0	1	2	0%	0.1	0.2	
Burg. Residence	2	2	1	2	0	0	0	0	6	1	0	0	0	0	0	0	0	2	6	0	1	0	2	0	9	7	200%	1.0	0.8	
Burg. Structure	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	2	1	0%	0.2	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	5	16	0%	0.6	1.8	
Vehicle Theft	1	0	0	0	1	2	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	2	3	0%	0.2	0.3		
Grand Theft	0	1	0	1	0	1	0	0	1	0	1	1	0	0	0	1	1	0	1	0	0	0	0	0	3	5	-100%	0.3	0.6	
Petit 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	3	1	0%	0.3	0.1	
Mail Theft	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	1	-100%	0.0	0.1	
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	0	1	0	0%	0.1	0.0	
Criminal Mischief	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1	2	0	0	0	0	0	0	0	1	0	3	2	-200%	0.3	0.2
Totals	3	4	1	4	2	3	1	0	8	3	6	2	1	16	1	4	6	5	15	0	3	0	4	0	29	41	25%	3.2	4.6	
% Change	33%		300%		50%		NA		-63%		-67%		1500%		300%		-17%		NA		NA		NA		41%		41%			
FIR's	0	0	0	3	0	1	3	0	0	4	2	4	0	6	0	2	8	0	1	0	1	0	0	0	12					

Public Works Report

September 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, installed gutter.
- Bronson Center- Set up and tear down of facility for Rental of Building
- Monitored and serviced all storm drains throughout Polk City.
- Completed Work Orders-11 (Repairs and Maintenance of Equipment, Electrical, plumbing, Building Maintenance, Vehicle Maintenance, etc.)
- Installed new WIFI thermostats in City Buildings.
- Installed new door locking system in City Government Center.
- Installed new automatic locking system at Freedom Park.
- Completed new fence at City Pier.

October Objectives:

Continue maintaining the mowing and preventive maintenance of all City facilities, service equipment. Also install new shelves at Library. Work on Safe-Haven event.

UTILITY DEPARTMENT

July 2019 MONTHLY REPORT

Summary: Water/Wastewater continued to maintain sampling of the Wastewater Treatment Plant. Continued to pull all samples for the Water Plants. All samples were in-compliance. Completed monthly MORs/DMR reports for DEP.. Met all of DEP requirements to keep Polk City in compliance.

- All lift stations continue to have preventive maintenance. We are continuing to get all Verbatims/Auto dialers running properly. Generators are being maintained.

Service Completed

- Monthly meter reading
- No reads for the Utility Billing
- Work Orders 304
- Turn On 22
- Turn off 24
- Misc -(rereads, laptops, vacation turn on, TBO from shut off) -282
- Fire Hydrant flushing and maintenance is being done weekly.
- Valve exercising is being done weekly.
- Continue preventative maintenance/housekeeping is being done.
- WWTF is maintained by wasting, decanting, housekeeping.

August OBJECTIVES: Meet all DEP requirements to stay in compliance, continuing to maintain work orders and locates.

UTILITY DEPARTMENT
SEPTEMBER 2019 MONTHLY REPORT

SUMMARY: Water/Wastewater continued to maintain sampling of the Wastewater Treatment Plant. Continued to pull all samples for the Water Plants. All samples were in-compliance. Completed MORs/DMRs. Reports for DEP... Met all of DEP requirements to keep Polk City in compliance. Pulled all monitor well samples. Continue to do daily inspections on the New Reclaim Pond Relocation. Turn in monthly reports on the New Reclaim Ponds. Met with contractors on upgrading the water plant facilities.

SERVICE COMPLETED

- Monthly meter reading
- No reads for the Utility Billing
- Work orders
- Turn Ons
- Turn Offs
- Misc -(rereads,laptops,vacation turnon, TBO from shut off)-
- Fire Hydrant flushing and maintenance is being done weekly.
- Valve exercising is being done weekly
- Continue preventative maintenance/housekeeping is being done

- WWTF is maintained by
wasting,decanting,housekeeping

OCTOBER OBJECTIVES: Meet all DEP requirements to stay in compliance, continuing to maintain work orders and locates. Property was cleared on back side of Ruth Rd. Preparing to Aquatic Spray the property per Lori Pearson's Aquatic Spraying Contractor License. Continue to work on replacing the doors at the water plants.

**City Commission Meeting
October 21, 2019**

AGENDA ITEM #1:

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; 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. **Second and Final 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:

The Commission passed Ordinance 2019-06 on First Reading August 19, 2019; and transmitted to DEO for review.

Upon review the Florida Department of Economic Opportunity has requested a maximum density (dwelling units per acre) and intensity (floor area ratio) be provided for the new Mixed-Use Future Land Use. Ordinance 2019-06 has been revised to reflect the maximum density of 10 dwelling units per acre and a maximum floor area ratio of 1.0 for non-residential uses.

STAFF RECOMMENDATION:

Adopt Ordinance 2019-06, with changes, on Second and Final 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 19th 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 October, 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. Text that is highlighted has been added to address comments from the Florida Department of Economic Opportunity.

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. The maximum density allowed is 10 dwelling units per acre. The maximum floor area ratio allowed is 1.0. 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.
- 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.
- 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
OCTOBER 21, 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, 7:00 PM: City Commission (First Reading, Public Transmittal Hearing)

October 21, 2019, 7:00 PM: 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.

POLK CITY COMMISSION ACTION:

On Monday, August 19, 2019, the Polk City Commission held a public hearing on Ordinance 2019-06 and voted unanimously to forward the proposed amendment to the Florida Department of Economic Opportunity for review.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY REVIEW:

The Florida Department of Economic Opportunity has requested a maximum density (dwelling units per acre) and intensity (floor area ratio) be provided for the new Mixed Use Future Land Use. Ordinance 2019-06 has been revised to reflect the maximum density of 10 dwelling units per acre and a maximum floor area ratio of 1.0 for non-residential uses.

CITY COMMISSION MOTION OPTIONS:

1. I move the City Commission **adopt with changes** Ordinance 2019-06 on second reading.
2. I move the City Commission **not adopt** Ordinance 2019-06 on second reading.

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. Text that is **highlighted** has been added to address comments from the Florida Department of Economic Opportunity.

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. The maximum density allowed is 10 dwelling units per acre. The maximum floor area ratio allowed is 1.0. 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.

- 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.

- 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.

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

October 10, 2019

The Honorable Joe LaCascia
Mayor, City of Polk City
123 Broadway Boulevard Southeast
Polk City, Florida 33868

Dear Mayor LaCascia:

The Department of Economic Opportunity ("Department") has reviewed the City of Polk City proposed comprehensive plan amendment (Amendment No. 19-02ESR), received on September 12, 2019, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered either as a suggestion which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comment is:

The proposed amendment to Future Land Use Element Policies 4.2 and 4.3.d establishes the "Mixed Use" future land use category for the Polk City Exemption Area. The proposed Mixed Use category allows residential and various non-residential (commercial, office, light industrial, institutional, and civic uses) land uses. The proposed amendment does not establish a density standard for the residential use and an intensity standard for the non-residential uses allowed within the Mixed Use category. Section 163.3177(6)(a)1., Florida Statutes, requires that each future land use category include density and intensity of use standards. Therefore, the City should consider revising the amendment to establish meaningful and predictable standards for density and intensity of land use for the Mixed Use category.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Scott Rogers, Planning Analyst, by telephone at (850) 717-8510 or by email at scott.rogers@deo.myflorida.com.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ sr

Enclosure(s): Procedures for Adoption

cc: Kathy Delp, Development Services Director, Polk City
Patricia Steed, Executive Director, Central Florida Regional Planning Council

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, in color format, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is 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."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

**City Commission Meeting
October 21, 2019**

AGENDA ITEM #2: **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; PROVIDING FOR REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. **Second and Final 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:

The Commission passed Ordinance 2019-07 on first reading August 19, 2019 and submitted to DEO for review.

Upon review the Florida Department of Economic Opportunity has requested a maximum density (dwelling units per acre) and intensity (floor area ratio) be provided for the new Mixed-Use Future Land Use. Ordinance 2019-06 has been revised to reflect the maximum density of 10 dwelling units per acre and a maximum floor area ratio of 1.0 for non-residential uses. The text for the zoning has also been modified to address density and intensity as well – respecting the existing City zoning districts.

STAFF RECOMMENDATION:

Adopt Ordinance 2019-07, with changes, on Second and Final 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 19th 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 October, 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 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. Text that is highlighted has been added to address comments from the Florida Department of Economic Opportunity.

**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 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. The City's residential and non-residential zoning districts provide the allowable uses and density and dimensional standards.

(C) Permitted Principal Uses & Structures:

The City's residential and non-residential zoning districts provide the list of permitted uses in this district. 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. The City's residential and non-residential zoning districts provide the allowable uses and density and dimensional standards.

(F) Other Requirements: none.



TEXT AMENDMENT

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

OCTOBER 21, 2019

TO: POLK CITY 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)

October 21, 2019 at 7:00 PM: 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.

POLK CITY COMMISSION ACTION:

On Monday, August 19, 2019, the Polk City Commission held first reading on Ordinance 2019-07 and voted unanimously to approve the ordinance on first reading.

AMENDMENT CHANGES SINCE FIRST READING:

The Florida Department of Economic Opportunity has requested a maximum density (dwelling units per acre) and intensity (floor area ratio) be provided for the new Mixed Use Future Land Use. Ordinance 2019-06 has been revised to reflect the maximum density of 10 dwelling units per acre and a maximum floor area ratio of 1.0 for non-residential uses. The text for the zoning has also been modified to address density and intensity as well – respecting the existing City zoning districts.

CITY COMMISSION MOTION OPTIONS:

1. I move the City Commission **approve with changes** Ordinance 2019-07 on Second Reading.

2. I move the City Commission **deny** Ordinance 2019-07 on Second 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. 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. Text that is **highlighted** has been added to address comments from the Florida Department of Economic Opportunity.

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>

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. Text that is **highlighted** has been added to address comments from the Florida Department of Economic Opportunity.

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. **The City's residential and non-residential zoning districts provide the allowable uses and density and dimensional standards.**

(C) Permitted Principal Uses & Structures:

The City's residential and non-residential zoning districts provide the list of permitted uses in this district. 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. The City's residential and non-residential zoning districts provide the allowable uses and density and dimensional standards.

(F) Other Requirements: none.

**City Commission Meeting
October 21, 2019**

AGENDA ITEM #3: **PUBLIC HEARING – ORDINANCE 2018-13 – AN ORDINANCE OF POLK CITY, FLORIDA; AMENDING THE FINAL BUDGET; REALLOCATING AND REAPPROPRIATING MONIES WITHIN THE BUDGET FOR FISCAL YEAR 2018-2019; PROVIDING FOR ALL OTHER ITEMS IN THE BUDGET OF EXPENSES TO REMAIN UNCHANGED; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
First Reading**

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Ordinance 2019-13, Providing for the Amendment of the Final Budget for FY 2018-2019

ATTACHMENTS:

Ordinance 2019-13, with exhibits

ANALYSIS:

The City is required to amend a budget if the expenditures exceed the amount that was budgeted in a fiscal year. During the fiscal year of 2018-2019, the Commission approved the S.R. 33 Sprayfield Relocation Project, which was not a budgeted item.

The total FY 2018-2019 budget will go from \$5,816,701 to \$7,652,288 (an increase of \$1,835,587)

STAFF RECOMMENDATION:

Approve Ordinance 2019-13 on First Reading.

ORDINANCE 2019-13

**AN ORDINANCE OF POLK CITY, FLORIDA;
AMENDING THE FINAL BUDGET; REALLOCATING
AND REAPPROPRIATING MONIES WITHIN THE
BUDGET FOR FISCAL YEAR 2018-2019;
PROVIDING FOR ALL OTHER ITEMS IN THE
BUDGET OF EXPENSES TO REMAIN
UNCHANGED; PROVIDING FOR SEVERABILITY;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Commission of Polk City did on **September 24, 2019** adopt a final budget for Polk City through and by Ordinance **2019-11**; and,

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

WHEREAS, in order to comply with the Code, it is necessary to amend the final budget for fiscal year 2018-2019;

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

SECTION 1. REAPPROPRIATED REVENUE; MODIFIED BUDGET.

The final budget for Polk City for the fiscal year 2018-2019 shall be set forth in the Budgeted Revenues and Expenditures, which is attached hereto and incorporated herein as "Exhibit A-1 and A-2", with any modifications adopted at the public hearing held on the **18th day of November, 2019** as shown by the changed figures for any such items changed. If there are no changes to the figures in the proposed columns, then the figures and the budget adopted for fiscal year 2018-2019 shall stand as the final budget for that fiscal year. The revenue received by the Polk City, Florida, from the sources of revenue identified in Exhibit A-1 and A-2 are not otherwise allocated or pledged are hereby re-appropriated and re-designated for the payment of general governmental expenditures and other municipal expenditures incident to the operation of the City in all governmental functions and capacities, as the same are designated, adjusted and set forth in the reallocation of funds for the fiscal year 2018-2019, attached as Exhibit A-1 and A-2.

SECTION 2. CONFLICTS. All other provisions of Ordinance No. 2019-11 and the 2018-2019 budget of expenses which are not in conflict with this or any part of the Ordinance shall remain unchanged and in full force and effect.

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

invalid provisions or applications, and to this end, the provisions of this Ordinance are hereby declared severable.

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

INTRODUCED AND PASSED on first reading in regular session of the City Commission of Polk City this the ____ day of _____, 2019.

ATTEST:

APPROVED:

Patricia R. Jackson, City Manager/Clerk

Joe LaCascia, Mayor

PASSED AND CERTIFIED AS TO PASSAGE on the second reading by the City Commission of the City of Polk City, Florida, at regular session this ____ day of _____, 2019

ATTEST:

APPROVED:

Patricia R. Jackson, City Manager/Clerk

Joe LaCascia, Mayor

APPROVED AS TO FORM & LEGALITY

Thomas A. Cloud, City Attorney

EXHIBIT "A-1"

FY 2019 Budget Summary

Funds	Original Total Budget	Change In Amount to Budget	Amended Budget Amount
General Fund	\$2,782,476.00	\$0.00	\$2,782,476.00
Enterprise Fund	\$3,034,225.00	\$1,835,587.00	\$4,869,812.00
Total	\$5,816,701.00	\$1,835,587.00	\$7,652,288.00

EXHIBIT "A-2"

**Polk City Budget Amendment FY 2018
Enterprise Fund**

Revenues:

_G.L. Account Number	Account Description	Original Budget	Chance In Amount	Amended Budget Amount
05-331-350	Sewer /Wastewater Grants	\$0.00	\$1,707,587.00	\$1,707,587.00
05-331-370	Small Community Wastewater Grant	\$0.00	\$128,000.00	\$128,000.00
Total		\$0.00	\$1,835,587.00	\$1,835,587.00

Expenditures

_G.L. Account Number	Account Description	Original Budget	Chance In Amount	Amended Budget Amount
05-535-650	Construction in Progress	\$0.00	\$1,835,587.00	\$1,835,587.00
Total		\$0.00	\$1,835,587.00	\$1,835,587.00

**City Commission Meeting
October 21, 2019**

AGENDA ITEM #4:

Resolution 2019-05 - Approving execution of an Intergovernmental Maintenance Agreement with the Florida Department of Transportation

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Resolution 2019-05 - approving execution of an Intergovernmental Maintenance Agreement with the Florida Department of Transportation.

ATTACHMENTS:

Resolution 2019-05
Maintenance Agreement

ANALYSIS:

Polk City currently has a three-year maintenance agreement with the Florida Department of Transportation for the maintenance of the State Rights of Way in Polk City. That agreement expires November 2, 2019.

Attached for your review is the new three-year Maintenance Agreement, which will be increased from \$16,303.83 per year (quarterly payments) to \$17,872.64 per year (quarterly payments); this is an increase of \$1,568.81.

STAFF RECOMMENDATION:

Approve Resolution 2019-05 - the execution of the three-year Interlocal Maintenance Agreement with the Florida Department of Transportation.

RESOLUTION 2019-05

A RESOLUTION OF POLK CITY, FLORIDA, APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE MAINTENANCE OF THE STATE ROAD RIGHTS OF WAY IN POLK CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation desires to enter an agreement entitled **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE AGREEMENT** and classified as **Contract No.BE877; FM NO: 432727-1-78-33**, for the maintenance of the state road rights of way, and

WHEREAS, the Commission of Polk City, Florida determines it is beneficial to the City to enter into such agreement.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF POLK CITY THAT:

SECTION 1 –RECITALS INCORPORATED.

The above recitals are true and correct and incorporated herein.

SECTION 2 – AUTHORIZATION.

The Mayor of Polk City is hereby authorized to execute on behalf of Polk City, the State of Florida Department of Transportation Maintenance Agreement, which is attached hereto for the maintenance of state road rights of way as outlined in the Agreement.

SECTION 3 –EFFECTIVE DATE

This Resolution shall take effect immediately upon passage.

PASSED AND CERTIFIED AS TO PASSAGE this the 21st day of October, 2019.

Polk City

Joe LaCascia, Mayor

ATTEST

Patricia R. Jackson, City Manager/Clerk

APPROVED AS TO CONTENT AND FORM

Thomas Cloud, Esquire

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF AGREEMENT**

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and **CITY OF POLK CITY** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

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

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the DEPARTMENT'S District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the AGENCY. The NOTICE TO PROCEED must be issued to the AGENCY within sixty (60) days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14th) calendar day after issuance of the NOTICE TO PROCEED, or on the day the AGENCY begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT. The DEPARTMENT'S performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The AGENCY shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The DEPARTMENT shall pay the AGENCY for services rendered in accordance with this Agreement annually, as follows:

Four (4) quarterly lump sum payments will be made in the amount of Four Thousand Four Hundred Sixty-Eight Dollars and Sixteen Cents (\$4,468.16). The total annual contract/expenditure amount is Seventeen Thousand Eight Hundred Seventy-Two Dollars and Sixty-Four Cents (\$17,872.64), unless the contract is amended.

The total contract amount, unless amended, for all three (3) years is Fifty-Three Thousand Six Hundred Seventeen Dollars and Ninety-Two Cents (\$53,617.92).

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.
3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Fla. Stat. §215.422(14).
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.
9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.
10. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **AGENCY'S** general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no

money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

12. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE.** The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$250,000 per person and \$500,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.
2. **WORKER'S COMPENSATION.** The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.
3. To the extent permitted by law, **AGENCY** shall indemnify, defend and hold harmless **DEPARTMENT** against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of **AGENCY**, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by **AGENCY** hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by **AGENCY** to indemnify **DEPARTMENT** for the negligent acts or omissions of **DEPARTMENT**, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by **AGENCY** to be sued by third parties in any manner arising out of this agreement. The **AGENCY** shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold

DEPARTMENT harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the **AGENCY** shall survive termination of this agreement.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
3. E-Verify. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.
2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If the Agreement is terminated before performance is completed, the AGENCY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the AGENCY.

VII. MISCELLANEOUS

1. The AGENCY and the DEPARTMENT agree that the AGENCY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.
2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

ATTACHMENT A – Location and Cost Breakdown

ATTACHMENT B – Description of Maintenance Activities

IX. EXECUTION

In witness whereof, CITY OF POLK CITY has caused this Agreement to be executed in its behalf, by the _____ or its designee, as authorized by its Resolution, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____, _____.
FDOT to enter effective date.

POLK CITY, FLORIDA

ATTEST:

BY: _____
CLERK

(SEAL)

BY: _____

TITLE

DATE

PRINT NAME

DATE

LEGAL REVIEW:

BY: _____
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____
EXECUTIVE SECRETARY (SEAL)

BY: _____
DISTRICT ONE SECRETARY OR DESIGNEE

PRINT NAME

DATE

PRINT NAME

DATE

LEGAL REVIEW:

AVAILABILITY OF FUNDS APPROVAL:
10/3/2019

DATE

DATE

Sub
10/4/19
DISTRICT MAINTENANCE ADMINISTRATOR
APPROVAL:

DATE

2-6
10/7/19

ATTACHMENT "A"
LOCATIONS AND PRICES FOR THE CITY OF POLK CITY

Location: 1

Section: 160700000 **Mile Post:** 11.391 - 15.620
State Road: SR 33, Begin at Mt. Olive Road to 639' North of Yamaha Lane

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	39.78	Acres	11	\$16.70	\$7,307.59
Slope Mowing	2.4	Acres	6	\$83.20	\$1,198.08
Intermediate Machine Mowing	0.4	Acres	11	\$49.50	\$217.80
Litter Removal	42.58	Acres	14	\$9.40	\$5,603.53
Edging and Sweeping	1.845	Miles	6	\$85.00	\$940.95

Location: 2

Section: 161600000 **Mile Post:** 8.279 - 10.068
State Road: SR 559, Begin at CR 557/Camp Gilead Road to SR 33

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	8.261	Acres	11	\$16.70	\$1,517.55
Litter Removal	8.261	Acres	14	\$9.40	\$1,087.15

SUMMARY

Activity	Quantity	Units Cost	Cycles
Large Machine Mowing	48.041	\$16.70	11
Slope Mowing	2.4	\$83.20	6
Intermediate Machine Mowing	0.4	\$49.50	11
Litter Removal	50.841	\$9.40	14
Edging and Sweeping	1.845	\$85.00	6

Total Annual Cost	\$17,872.64
Four Quarterly Payments	\$4,468.16

**ATTACHMENT "B"
SPECIFICATIONS**

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.

(REV 10-17-16) (FA 10-24-16) (7-19)

ARTICLE 3-9 is expanded by the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**District 1
863-519-2623
D1prcustodian@dot.state.fl.us
Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway
Bartow, FL 33830**

**SECTION 102
MAINTENANCE OF TRAFFIC**

102-1 Description.

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

102-2 Materials.

Meet the following requirements:

Bituminous Adhesive.....	Section 970
Temporary Raised Pavement Markers.....	Section 990
Paint	Section 971
Removable Tape	Section 990
Glass Spheres	Section 971
Temporary Traffic Control Device Materials	Section 990
Retroreflective and Nonreflective Sheeting for Temporary Traffic Control Devices.....	Section 994

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

102-2.2 Detour: Provide all materials for the construction and maintenance of all detours.

102-2.3 Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

102-3 Specific Requirements.

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.

6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

102-4 Alternative Traffic Control Plan.

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative plan and submit to the Engineer. Prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TCP allowing for daytime lane closures for friction course paving. The alternative TCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

The Department reserves the right to reject any alternative TCP. Obtain the Engineer's written approval before beginning work using an alternate TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

102-5 Traffic Control.

102-5.1 Standards: FDOT Standard Plans are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.3 Number of Traffic Lanes: Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.5 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.6 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

102-5.7 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.

102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Remove all pavement markings that will be in conflict with "next phase of operation" vehicle pedestrian paths as described above, before opening to vehicle traffic or use by pedestrians.

Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in Maintenance of Traffic, lump sum.

102-5.9 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

102-5.10 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

102-6 Detours.

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic, including pedestrians and bicyclists, from any existing facility, or wherever construction operations block the flow of traffic.

102-6.2 Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

When the Plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the Plans, unless otherwise authorized by the Engineer.

Provide two Contractor representatives, who will be directly involved in the erection of Department-owned temporary bridging, to attend a mandatory one-day training session to be conducted at the Department's storage facility. No bridging will be released to the Contractor prior to the completion of this training.

Submit the following: company name, phone number, office address, project contact person, names of the representatives who will attend the training described above, project

number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt, the Engineer will, within 10 calendar days submit an approved material list to the Contractor and the appropriate Department storage yard.

Submit the name of the representative with authority to pick up components, to the Engineer at least 10 calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least 10 calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Department's representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The tickets must be signed by a Department and a Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of \$35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 cubic feet per minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabbler machine to and from the Department's structures shop. Repair any damage to the scabbler machine caused by operations at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Return the bridge components to the designated storage facility beginning no later than 10 calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week. Upon failure to return the bridge

components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of \$5.00 per 10 feet, per day, per bridge, for single lane; and \$10.00 per 10 feet, per day, per bridge, for dual lane until the bridge components are returned to the Department.

102-6.3 Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

102-6.5 Detours Over Existing Roads and Streets: When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

102-6.6 Operation of Existing Movable Bridges: The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

102-6.7 Special Detour: A special detour is defined as a diversion or lane shift for vehicular traffic that requires temporary pavement.

102-6.8 Pedestrian Special Detour: A pedestrian special detour is defined as a temporary pedestrian way that requires temporary pavement or other stable, firm, slip-resistant surface.

102-7 Traffic Control Officer.

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. When directing traffic/overriding the signal in a signalized intersection.
2. When Standard Plans, Index 102-619 is used on freeway facilities (interstates, toll roads, and expressways) at nighttime for work within the travel lane.
3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Engineer.
4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the Plans or approved by the Engineer.
5. When Standard Plans, Index 102-625 Temporary Road Closure 5 Minutes or Less is used.
6. When performing lane closures during nighttime operations on roadways with posted speed limits 55 mph or greater.

At the Contractor's option, traffic control officers may be used for operations other than those listed above.

Cost for traffic control officers will be paid for as described in 102-11.2.

The Department will not consider any claim arising from the failure of a traffic control officer to be present or available on the project. A noncompensable time extension may be granted when a state or local emergency requires all area law enforcement officers to be on-duty and not available for hire.

102-8 Driveway Maintenance.

102-8.1 General: Ensure that each residence and business has safe, stable, and reasonable access.

102-8.2 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-9 Temporary Traffic Control Devices.

102-9.1 Installation and Maintenance: Install and maintain temporary traffic control devices as detailed in the Plans, Index 102-600 of the Standard Plans and when applicable, in accordance with the approved vendor drawings, as provided on the Department's Approved Product List (APL). Erect the required temporary traffic control devices to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing to protect the traveling public, workers, and to safeguard the work area. Use only those devices that are on the APL or meeting the requirements of the Standard Plans. Immediately remove or cover any devices that do not apply to existing conditions.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices is exempt from this marking requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10. Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2. Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, tubular markers, and longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer in accordance with 102-9.1.1. The CDS shall submit a monthly certification on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS shall submit the monthly certification on letterhead for channelizing devices installed/used within the work zone. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

102-9.1.1 Approved Independent Channelizing Device Supplier (CDS)

Requirements: Submit the following documents to the Engineer for independent CDS approval at the preconstruction conference. A CDS may elect to provide a one-time submittal of this information to the State Construction Office for review and pre-approval. Department approved CDSs are listed on the State Construction Office website. Inform the Engineer at the preconstruction conference of this approval.

1. A letter on company letterhead signed and dated by the owner of the company or company officer with the following information and statements:

a. The company's owners, stockholders, and officers.

b. A statement declaring that the company will not perform as a

CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.

c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 102-9.1 with its own forces.

d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.

e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:

1. Project name and number and a brief description of CDS work performed,

2. Beginning and ending date of CDS project activities,

3. Location of project (city, state),

4. Monetary amount of CDS work on project,

5. Owner of project, contact person and phone number

with area code,

6. Name of Contractor (client) that the work was performed for and phone number with area code.

2. A maintenance plan for approval by the Department that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

102-9.2 Work Zone Signs: Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Standard Plans, Index 102-600. Use signs that meet the material and process requirements of Section 994. Use Type IV sheeting for fluorescent orange work zone signs. Roll-up signs must meet the requirements of Type VI sheeting. Use Type IV or Type XI sheeting for all other work zone signs. Attach the sign to the sign support using hardware meeting the manufacturer's recommendations on the APL vendor drawings or as specified in the Standard Plans.

102-9.2.1 Post Mounted Signs: Meet the requirements of 990-8.

102-9.2.2 Portable Signs: Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the APL drawings. Provide Federal Highway Administration's (FHWA) accepted sign substrate for use with accepted sign stands on the National Highway System (NHS) under the provisions of the NCHRP Report 350 "Recommended Procedures for the Safety Performance Evaluation of Highway Features."

102-9.2.3 Barrier Mounted Signs: If post mounting criteria cannot be achieved in accordance with Standard Plans, Index 102-600 and a barrier or traffic railing exists, use temporary sign criteria provided in Standard Plans, Index 700-013.

102-9.3 Business Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.4 Project Information Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.5 Channelizing Devices: Furnish, install, maintain, remove and relocate channelizing devices in accordance with the Plans and Standard Plans.

102-9.5.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar.

Collars must be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-9.5.2 Longitudinal Channelizing Devices (LCDs): Use LCDs listed on the APL and meeting the requirements of Section 990 and the Standard Plans. LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. For LCDs requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required. For LCDs requiring external ballasting, the ballasting methods must be detailed in the APL drawings including ballasting type and minimum weight.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

Use alternating orange and white solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

102-9.6 Temporary Barrier: Furnish, install, maintain, remove and relocate temporary barrier in accordance with the Plans and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on the Department's Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is 1 inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the Plans or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used at the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

102-9.6.2.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110: Ensure the marking requirements of the respective Index are met.

102-9.6.2.2: Proprietary Precast Temporary Concrete Barrier Fabricated prior to 2005: Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

102-9.6.2.3 Proprietary Precast Temporary Concrete Barrier Fabricated in 2005 or later: Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

102-9.6.2.4 Temporary Concrete Barrier Repair: Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one inch clearance all around. Fill the repair area with an approved high performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

102-9.7 Barrier Delineators: Install barrier delineators on top of temporary barrier and vehicular LCDs meeting the requirements of Section 705.

102-9.8 Temporary Glare Screen: Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

102-9.9 Temporary Crash Cushion (Redirective or Gating): Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, Standard Plans, and requirements of the pre-approved alternatives listed on the APL.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with

Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-9.10 Temporary Guardrail: Furnish temporary guardrail in accordance with the Plans and Standard Plans. Meet the requirements of Section 536.

102-9.11 Arrow Board: Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.

102-9.12 Portable Changeable Message Sign (PCMS): Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Plans and Standard Plans to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

102-9.13 Portable Regulatory Signs (PRS): Furnish PRSs that meet the requirements of Section 990 as required by the Plans and Standard Plans. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

102-9.14 Radar Speed Display Unit (RSDU): Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Standard Plans to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

102-9.15 Temporary Signalization and Maintenance: Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,
2. Temporary portable traffic signals as shown in the Plans,
3. Adding or shifting signal heads,
4. Trouble calls,
5. Maintaining intersection and coordination timing and preemption

devices. Coordination timing will require maintaining functionality of system communications.

Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency. For temporary signals used for lane closure operations on two-lane, two-way roadways meet the requirements in 102-9.21.

102-9.16 Temporary Traffic Detection and Maintenance: Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three detections for each signal phase. Perform the test in the presence of the Engineer.

102-9.17 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, operate and maintain APL listed truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations.

For posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria (NCHRP Report 350 or MASH). For posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria (NCHRP Report 350 or MASH).

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in Maintenance of Traffic, lump sum. Payment includes all costs, including furnishing, operating maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-9.18 Temporary Raised Rumble Strip Set: Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

102-9.19 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use, each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or
2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,
3. For two AFADs, the AFADs are less than 800 feet apart. For one AFAD, the AFAD and the flagger are less than 800 feet apart.
4. Two flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

102-9.20 Temporary Lane Separator: Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Standard Plans, Index 102-600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

102-9.21 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Furnish, install, maintain, remove, and relocate temporary signals for lane closure operations on two-lane, two-way roadways at the locations shown in the Plans. Temporary signals may be used, at the Contractor's option, as an alternate to flaggers for lane closure operations on two-lane, two-way roadways in accordance with Standard Plans, Index 102-606. Temporary signals can either be portable signals or span wire signals and must be listed on the APL.

102-10 Work Zone Pavement Marking.

102-10.1 Description: Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic.

102.10.2 Painted Pavement Markings:

102-10.2.1 General: Use painted pavement markings meeting the requirements of Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

102-10.3 Removable Tape:

102-10.3.1 General: Use removable tape listed on the APL as shown in the Plans and meeting the requirements of 990-4.

102-10.3.2 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

102-10.3.3 Retroreflectivity: Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than $300 \text{ mcd/lx}\cdot\text{m}^2$ for white and contrast markings and not less than $250 \text{ mcd/lx}\cdot\text{m}^2$ for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than $5 \text{ mcd/lx}\cdot\text{m}^2$. At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than $150 \text{ mcd/lx}\cdot\text{m}^2$.

102-10.3.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F , without the use of heat, solvents, grinding or blasting.

102-10.4 Temporary Raised Pavement Markers (RPMs): Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the Department.

102-11 Method of Measurement.

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item. Include the cost of any work that is necessary to meet the requirements of the Contract Documents for MOT under Maintenance of Traffic, lump sum when separate payment is not provided.

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

Cost for traffic control officers as specified in 102-7(6) or used at the Contractor's option will be paid for under Maintenance of Traffic, lump sum.

102-11.3 Special Detours: When a special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under Special Detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

When the Plans show more than one special detour, each special detour will be paid for separately, at the Contract lump sum price for each.

102-11.4 Commercial Material for Driveway Maintenance: The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

102-11.5 Work Zone Signs: The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Maintenance of Traffic, lump sum.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the Standard Plans.

The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

Work zone signs may be installed fourteen days prior to the start of Contract Time with the approval of the Engineer and at no additional cost to the Department.

102-11.6. Business Signs: The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

102-11.7 Project Information Signs: No separate payment will be made for project information signs. Payment will be included under Maintenance of Traffic, lump sum.

102-11.8 Channelizing Devices: The number of drums, vertical panels, and Type I, Type II, Type III, or direction indicator barricades, certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device.

Payment for drums, vertical panels, and Type I, Type II, Type III, and direction indicator barricades will be paid per each per day.

Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit price for channelizing device.

Payment for pedestrian LCDs will be paid as the plan quantity length in feet, in place and accepted. For sidewalk closures, the plan quantity length will be based on the width of the sidewalk. The quantity of pedestrian LCDs will be paid for regardless of whether materials are new, used, or relocated from a previous installation on the project. Placement of pedestrian LCDs at locations not shown in the Plans, or not authorized by the Engineer, will be at the

Contractor's expense. Payment for pedestrian LCD mounted signs will be made under Work Zone Signs, per each per day.

Payment will not be made for channelizing devices unsatisfactorily maintained, as determined by the Engineer. Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

102-11.9 Temporary Barrier: The quantity to be paid for will be the length, in feet, of freestanding units or anchored units certified as installed/used on the project. The quantity to be paid for relocating barrier will be based on the relocated installation type. No separate payment will be made for the asphalt pad.

102-11.10 Barrier Delineators: No separate payment will be made for barrier delineators installed on top of temporary barrier and vehicular LCDs. Include the cost for barrier delineators in the cost of the barrier or vehicular LCD.

102-11.11 Temporary Glare Screen: The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.12 Temporary Crash Cushions: No separate payment will be made for the concrete or asphalt pad.

102-11.12.1 Redirective: The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.12.2 Gating: The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.13 Temporary Guardrail: The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

102-11.14 Arrow Board: The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

102-11.15 Portable Changeable Message Sign: The quantity to be paid at the Contract unit price will be for the number of PCMSs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

102-11.16 Portable Regulatory Signs: The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for portable regulatory sign.

102-11.17 Radar Speed Display Unit: The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit.

102-11.18 Temporary Signalization and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

102-11.19 Temporary Traffic Detection and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day: the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

102-11.20 Work Zone Pavement Markings: The quantities of work zone pavement markings authorized and acceptably applied under this Section and certified as installed/used on the project, will be paid for as follows:

1. The length in gross miles, of solid, 10'-30' skip, 3'-9' dotted, 6'-10' dotted, and 2'-4' dotted lines.

The gross mile measurement will be taken as the distance from the beginning of the painted line to the end of the painted line and will include the unmarked gaps for skip and dotted lines. The gross mile measurement will not include designated unmarked lengths at intersections, turn lanes, etc. Final measurement will be determined by plan dimensions or stations, subject to 9-1.3.1.

2. The length, in linear feet, of transverse lines, diagonal lines, chevrons, and parking spaces.

3. The number of pavement messages, symbols, and arrows. Each arrow is paid as a complete marking, regardless of the number of "points" or directions.

4. The number of temporary RPM's authorized and acceptably applied.

102-11.21 Temporary Raised Rumble Strips: The quantity to be paid for will be the number of calendar days, or portions thereof, that temporary raised rumble strips are certified as installed/used on the project within the Contract Time. The number of strips used must meet the requirements of Standard Plans, Index 102-603. No adjustment will be made to the per day measurement for the number of strips or sets used, or for the number of times the sets are relocated.

102-11.22 Temporary Lane Separator: The quantity to be paid for will be the field measure, in feet, of temporary lane separator certified as installed/used on the project, including drainage gaps, completed and accepted.

102-11.23 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: The quantity to be paid for will be the number of temporary signals per day installed/used at the locations shown in the Plans. Temporary signals installed/used at the Contractor's option as an alternative to flaggers will be included in Maintenance of Traffic, lump sum.

102-11.24 Temporary Highway Lighting: When temporary highway lighting is required by the Plans, the work of constructing, maintaining, and removing the temporary

highway lighting, including all materials and any necessary design work, will be paid for under temporary highway lighting, lump sum.

102-11.25 Pedestrian Special Detours: When a pedestrian special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under pedestrian special detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

102-12 Submittals.

102-12.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

102-12.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.

2. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-13. After the initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

102-13.2 Traffic Control Officers: Price and payment will be full compensation for the services of the traffic control officers.

102-13.3 Special Detours: Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

102-13.4 Commercial Materials for Driveway Maintenance: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

102-13.5 Work Zone Signs: Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

102-13.6. Business Signs: Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

102-13.7 Project Information Signs: Price and payment will be full compensation for all materials and labor for furnishing, installing, relocating, maintaining and removing signs.

102-13.8 Channelizing Devices: Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices.

102-13.9 Temporary Barrier: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier and asphalt pad. When called for, temporary barrier (relocate) will be full compensation for relocating the barrier.

102-13.10 Temporary Glare Screen: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

102-13.11 Temporary Crash Cushion (Redirective or Gating): Price and payment will be full compensation for furnishing, installing, maintaining, and removing crash cushions and concrete or asphalt pads.

102-13.12 Temporary Guardrail: Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

102-13.13 Arrow Board: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

102-13.14 Portable Changeable Message Sign: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

102-13.15 Portable Regulatory Signs: Price and payment will be full compensation for furnishing, installing, relocating, operating, maintaining and removing a completely functioning system as described in these Specifications.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

102-13.16 Radar Speed Display Unit: Price and payment will be made only for a completely functioning system as described in these Specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to ensure that the unit conforms to all Specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.17 Temporary Signalization and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

102-13.18 Temporary Traffic Detection and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

102-13.19 Work Zone Pavement Markings: Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape may be substituted for standard paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary raised pavement markers. Install these RPMs as detailed in the Standard Plans.

102-13.20 Temporary Raised Rumble Strips: Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

102-13.21 Temporary Lane Separator: Price and payment will be full compensation for all work specified in this Section.

102-13.22 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Price and payment will be full compensation for furnishing, installing, operating, maintaining and removing temporary traffic signal including all equipment and components necessary to provide an operable portable traffic signal.

102-13.23 Temporary Highway Lighting: Price and payment will be full compensation for providing all temporary highway lighting shown in the Plans.

102-13.24 Pedestrian Special Detours: Price and payment will be full compensation for providing all pedestrian special detours shown in the Plans.

102-13.25 Payment Items: Payment will be made under:

- | | |
|-------------------|--|
| Item No. 102- 1- | Maintenance of Traffic - lump sum. |
| Item No. 102- 2- | Special Detour - lump sum. |
| Item No. 102- 3- | Commercial Material for Driveway Maintenance - per cubic yard. |
| Item No. 102- 4- | Pedestrian Special Detour - lump sum. |
| Item No. 102- 14- | Traffic Control Officer - per hour. |
| Item No. 102- 30- | Temporary Highway Lighting - lump sum. |
| Item No. 102- 60- | Work Zone Sign - per each per day. |
| Item No. 102- 61- | Business Sign - each. |
| Item No. 102- 62- | Barrier Mounted Work Zone Sign – per each per day |
| Item No. 102- 71- | Temporary Barrier - per foot. |
| Item No. 102- 75- | Temporary Lane Separator - per foot |
| Item No. 102- 73- | Temporary Guardrail - per foot. |

Item No. 102- 74-	Channelizing Devices
Item No. 102- 76-	Arrow Board - per each per day.
Item No. 102- 78-	Temporary Raised Pavement Markers - each.
Item No. 102- 81-	Temporary Crash Cushion, Gating - per location.
Item No. 102- 89-	Temporary Crash Cushion, Redirective - per location.
Item No. 102- 94-	Glare Screen - per foot.
Item No. 102- 99-	Portable Changeable Message Sign - per each per day.
Item No. 102-104-	Temporary Signalization and Maintenance - per intersection per day.
Item No. 102-107-	Temporary Traffic Detection and Maintenance - per intersection per day.
Item No. 102-120-	Temporary Signal for Lane Closures on Two-Lane, Two-Way Roadways – per each per day.
Item No. 102-150-	Portable Regulatory Sign - per each per day.
Item No. 102-150-	Radar Speed Display Unit - per each per day.
Item No. 102-909-	Temporary Raised Rumble Strips - per day.
Item No. 102-911-	Removable Tape (White/Black) - per gross mile.
Item No. 102-912-	Removable Tape (Yellow) - per gross mile.
Item No. 710-	Painted Pavement Markings.

MAINTENANCE OF TRAFFIC.

(REV 9-7-18) (7-19)

ARTICLE 102-3 is expanded by the following new Subarticle:

SUBARTICLE 102-3.3 is deleted.

102-3.4 MOT Maintenance Services: Provide personnel to perform MOT setup, maintenance and take-down duties when a Work Document is issued.

Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of devices are ready to begin. Travel time to and from the work site is not included. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer. Notify the Engineer when time ends and setup or take-down begins.

Mobilization and all costs incurred will be considered incidental to the work. Emergency mobilization will be paid when a Work Document is issued with a start date of less than 72 hours.

SUBARTICLE 102-5.4 is deleted and the following substituted:

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of

the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

ARTICLE 102-7 is expanded by the following:

Provide off-duty law enforcement officer when required by the Work Document or as directed by the Engineer.

SUBARTICLE 102-9.17 is deleted and the following substituted:

102-9.17 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, install and maintain only those attenuators that meet the requirements of NCHRP 350 or the MASH.

Use truck mounted attenuators or trailer mounted attenuators, when called for in the Design Standards. Use attenuators listed on the APL.

When attenuators are called for, use either a truck mounted attenuator or a trailer mounted attenuator system designed and installed in accordance with the manufacturers recommendations.

Equip the attenuator cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.

Install either alternating black with yellow or white with orange sheeting on the rear of trailer mounted attenuators and on truck mounted attenuators, in both the operating and raised position. Use Type III (work zone) or Type IV sheeting consisting of 4 or 6 inch wide stripes installed to form chevrons that point upward. All sheeting except black shall be retroreflective.

Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit "Each Day (ED)" and "Hour (HR)" will be defined as follows:

1. Time for "Each Day" will be calculated in 24 hour increments starting at the time specified in the Work Document.
2. "Hour" rates will be paid in increments of 1 hour, rounded up to the hour.

ARTICLE 102-11 is expanded by the following new Subarticles:

102-11.23 MOT Maintenance Services: The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

102-11.25 Truck Mounted Attenuator: The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

ARTICLE 102-13.1 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract and no separate payment will be made therefore.

SUBARTICLE 13.23 is deleted and the following substituted:

102-13.23 MOT Maintenance Services: Price and payment will be full compensation for work performed.

102-13.24 Truck Mounted Attenuator: Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site.

102-13.25 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

104-40 ROADSIDE MOWING.
(REV 9-24-14) (7-19)

The following new Section is added after Section 104:

SECTION 104-40
ROADSIDE MOWING

104-40.1 Description.

Mow grass or vegetation in roadside areas with conventional mowing equipment. Use specialized equipment or hand labor when required to perform specified work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed. Comply with the current edition of the Department's "A Guide to Roadside Vegetation Management".

104-40.2 Types of Mowing Areas.

104-40.2.1 General: The Engineer will determine the areas to be cut and type of mowing to be accomplished in each.

All hand labor required to perform the specified work around appurtenances will be incidental to the type of mowing being performed. Appurtenances include, but are not limited to, sign post and bases, delineator post, fences, guardrail, barrier walls, end walls, pipes, drainage structures, poles, guys, mail boxes, landscaped areas, and trees.

104-40.2.2 Large Machine Mowing: Large machine mowing encompasses the routinely mowed areas of shoulders, front and back slopes that are 3 horizontal to 1 vertical or less, roadside ditch bottoms, large median islands and similar areas conducive to the use of large machine mowing equipment.

104-40.2.3 Slope Mowing: Slope mowing is generally limited to slopes greater or steeper than 3 horizontal to 1 vertical and are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, wet roadside ditch bottoms, canal banks, intersections, overpasses, etc. These type areas will require the use of specialized equipment designed for slope mowing.

104-40.2.4 Intermediate Machine Mowing: Intermediate machine mowing consists of mowing areas not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment. These areas consist of shoulders, roadside ditch bottoms, raised median islands, various width utility strips, and similar areas.

104-40.2.5 Small Machine Mowing: Small machine mowing consists of mowing areas not accessible by large and intermediate machine mowing equipment. These areas consist of narrow shoulders, landscaped shoulders, narrow roadside ditch bottoms, raised landscaped median islands, narrow width utility strips, and similar areas.

104-40.3 Frequency of Mowing.

The area and limits of mowing have been previously established and are distinguishable in the field. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the roadway right-of-way as directed by the Engineer.

The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing

cycle, and the total number of cycles. Complete each mowing cycle within (to be determined by the engineer) calendar days of beginning the cycle, weather permitting. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	<u>11</u> cycles (<u>N/A</u> minimum cycles)
Slope Mowing	<u>6</u> cycles (<u>N/A</u> minimum cycles)
Intermediate Machine Mowing	<u>11</u> cycles (<u>N/A</u> minimum cycles)
Small Machine Mowing	<u>N/A</u> cycles (<u>N/A</u> minimum cycles)
Mow Wildflower plots approximately	<u>N/A</u> times per year.

Wildflower plots or naturally occurring wildflowers are to be avoided when in bloom and when re-seeding. A deduction will not be made from the pay quantities for any wildflower area not mowed, unless it exceeds one acre.

Quantities will be agreed upon prior to beginning work in any area in question.

104-40.4 Equipment.

Equip all mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18 inch X 18 inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

If the Engineer determines that any equipment is deficient in safety devices, remove the equipment from service immediately. Keep the equipment out of service until the deficiency is corrected to the satisfaction of the Engineer. Inspection of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

Maintain the mowing equipment so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowing equipment used will have the capability of cutting a height from 4 inches to 12 inches.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.

104-40.5 Method of Operation.

Begin any mowing cycle when authorized by the Engineer in writing.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Subsequent cycles will follow the pattern adopted for the first cycle.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle.

When work by other's, or weather conditions of a temporary nature, prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing

cycle, the Engineer may require mowing of these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

Do not mow-grassed areas saturated with standing water to the point standard mowing equipment may not be used without excessive damage to the turf. At the Engineer's discretion, mow the areas during a subsequent cycle, or cut to the surface of the water using hand labor or other specialized equipment. Additional compensation may be requested for alternate methods used to mow wet areas (as specified in 104-40-9). Quantities will be agreed upon prior to beginning work in any area in question. No deduction will be made from the pay quantities for any one area authorized by the Engineer to remain un-mowed during a cycle unless it exceeds one acre in extent.

Prior to mowing, pickup, remove and dispose from the right-of-way, any large items such as wood, tires, cans, bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, or scattered by the mower and result in an objectionable appearance.

Exercise the necessary care to preclude any source of litter.

104-40.6 Limitation of Operation.

Maintenance of traffic will be in accordance with Section 102. When mowing within four feet of the travel-way (travel lane), operate the equipment in the same direction of the traffic, unless the adjacent lane is closed to traffic. All lane closures will have the prior approval of the Engineer. Mowers may operate in either direction when mowing four feet or more from the travel-way.

Perform all work during daylight hours.

The foregoing requirements are to be considered as minimum and compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

104-40.7 Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Re-mow areas determined to be unsatisfactory, by the Engineer, at no additional cost to the Department. Complete areas requiring re-mowing within the mowing cycle time specified in Subarticle 104-40-3.

Mow all grass and vegetation to a height of 6 inches plus or minus 1/2 inch. When determined by the Engineer, certain areas, due to location, may be cut to a height of 4 inches plus or minus 1/2 inch.

No streaking or scalping will be allowed in the areas mowed. Mowing areas of different widths will be connected with smooth flowing transitions. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs or structures, mail boxes, appurtenances, etc. will be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

It is not required to remove grass or other vegetation cuttings from the right-of-way, or required to rake or pick up the cuttings in rural areas. In Urban Areas, with Small, Intermediate, or Large Machine Mowing the cuttings (to be determined by the engineer) need to be removed

from sidewalks, curb & gutter, gutter, and inlets by the Contractor. The use of blowers (away from traffic) (to be determined by the engineer) be allowed to remove the cuttings.

104-40.8 Method of Measurement.

The quantities to be paid for will be the area, in acres, of mowing completed and accepted.

104-40.9 Basis of Payment.

Additional compensation for hand labor or the use of specialized equipment in cutting wet areas will be included under Item No. E104-4-2 Slope Mowing.

Prices and payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing times the actual acres completed and accepted.

Payment will be made under the items specified in the Bid Price Proposal.

110-30 ROADSIDE LITTER REMOVAL.

(REV 8-1-13) (7-19)

The following new Section is added at the end of Section 110:

**SECTION 110-30
ROADSIDE LITTER REMOVAL**

110-30.1 Description.

Provide pickup, removal, disposal of litter, and otherwise undesirable or objectionable appearing debris within the maintained limits of the highway right-of-way.

Litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, and other items to be removed under this work.

110-30.2 Frequency of Removal.

The Engineer will determine when to begin each pickup. Areas or portions of areas may be increased or decreased, as determined by the Engineer. The total number and the timing of pickup will depend upon the litter conditions that exist. Areas specified as litter removal areas will be picked up approximately 14 times. The actual number of litter pickups maybe increased or decreased, as determined by the Engineer, due to the intensity of litter or special events.

Complete each litter removal cycle within (to be determined by the engineer) calendar days of beginning the cycle, weather permitting, as determined by the Engineer.

110-30.3 Equipment.

Equipment that is utilized to transport litter will be constructed in a manner to preclude further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Submit a written request for approval, to the Engineer, for the use of specialized equipment designed for mechanized removal of litter and debris. Demonstrate satisfactory results at no cost to the Department that the specialized equipment will produce quality litter removal, if deemed necessary by the Engineer. The Engineer may require additional safety devices or precautions unique to the equipment.

Equipment that damages curbs, pavement, or turf will not be allowed.

110-30.4 Limitation of Operation.

Any equipment left on the right-of-way overnight will be parked outside the clear zone, except in median areas where no equipment will be permitted to be parked overnight. All service and supply operations will be conducted between the travel-way and the right-of-way line and be outside the clear zone. No supply vehicles will enter the median for any purpose. No service vehicle will enter the median except when necessary to repair or remove inoperable equipment.

No work will be permitted during non-daylight hours.

Workmen will wear orange clothing of high visibility such as a vest, shirt, or jacket, when performing litter pickup operations.

110-30.5 Disposal of Litter and Debris.

Provide locations for disposal and remove all litter that has been placed in trash bags for pick up from the right-of-way at the end of each working day. Be responsible for disposal of litter and debris and any cost that may incur in accordance with applicable Federal, State and Local Rules and Regulations. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

Provide the landfill receipts with each invoice submittal.

110-30.6 Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Areas determined to be unsatisfactory, by the Engineer, will be re-cleaned at no additional cost. Areas will be cleaned in a manner that they are left reasonably free of all litter and debris. The Engineer will not penalize for litter and debris that may have been deposited between the time the work was completed and the time when the Engineer approves the work. However, the Engineer's judgment when evaluating completed work will be final.

110-30.7 Method of Measurement.

The quantities to be paid for under this Section will be the number of acres of roadside cleaned and accepted.

110-30.8 Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of litter and debris removal, less any areas omitted.

Payment will be made under the items specified in the Bid Price Proposal.

**110-32 EDGING
(REV 7-12-19) (7-19)**

The following new Section is added at the end of Section 110:

**SECTION 110-32
EDGING**

110-32.1 Description.

Edge, sweep, remove and dispose of vegetation and debris from curb and gutter and sidewalk areas including, but not limited to, median island curbs, roadside curbs, gutters, the

front and backside and joint areas of sidewalks, bike paths, curb inlets throats and other areas as designated by the Engineer.

110-32.2 Frequency

The Engineer will determine the total number of edging cycles and when to begin each cycle. All areas designated are to be edged approximately 6 times per year. Complete each cycle within (to be determined by the engineer) calendar days from the beginning of the cycle, weather permitting, as determined by the Engineer.

Quantities will be agreed upon prior to beginning work in any area in question.

110-32.3 Equipment.

Provide effective means to control dust from all edging operations, including removal and disposal of debris.

Use equipment for removal or transportation of debris or litter that prevents distribution or loss of debris or litter along the roadway.

Operate moving equipment in the same direction as the flow of traffic.

110-32.4 Method of Operation.

Do not begin work until authorized, in writing, by the Engineer. Develop a work pattern from the locations listed in the work document, unless the Engineer designates the priority of the work.

The blade of the edger must produce a clear sharp cut. The trench resulting from the actions of the cutting blade must not exceed one inch in width from the edge of the surface being edged. Do not allow grass or weeds into the trench.

Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet throats and grates, sidewalk and sidewalk joints, and bike paths to produce a clean appearance. The use of blowers (away from traffic) (to be determined by the engineer) be allowed to remove the cuttings.

Uniformly cut and remove all vegetation extending over the curb, sidewalk, bike paths, or other designated area to the back edge of the curb, sidewalk, bike path, or other designated area, including sidewalk joints. Removal of vegetation includes grass, weeds, or bushes up to one inch in diameter that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas.

Remove and properly dispose of all debris produced by the edging, vegetation removal and sweeping operations from the job site daily. Do not stockpile or store debris on the right-of-way overnight. Dispose of all debris in accordance with Federal, State, and Local Rules and Regulations. Include the cost of vegetation removal, sweeping, and disposal of the debris, litter, soil and vegetation trimmings in the contract unit price for edging. Remove any debris that falls into any part of the storm water system at no additional compensation.

Conduct all edging activities during daylight hours only, unless otherwise specified in the contract documents or approved by the Engineer. The Engineer may approve nighttime operations upon request, at no additional compensation for nighttime traffic control. The Engineer may restrict the hours of operations based on peak traffic hours, local conditions, or special events. Complete all required edging operations within the limits worked by the conclusion of each workday. In areas where access is blocked by parked vehicles or other obstructions, return to the area(s) to complete the edging as necessary at no additional expense to the Department.

The quality and acceptance of work will be determined by the Engineer. Re-edge, including vegetation removal and sweeping, areas that are determined to be unacceptable at no additional cost to the Department.

Repair or replace damage to curbs, sidewalks, pavement, or turf due to negligence to the satisfaction of the Engineer at no additional compensation.

110-32.5 Method of Measurement.

Quantities to be paid will be the total number of miles of edging operations completed and accepted, including each pass for roadside, median island, inlet throats, curbs and gutters, bike paths and sidewalks. Areas that are maintained by others, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work may be omitted as determined by the Engineer.

110-32.6 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section and will include all equipment, labor, materials, and incidentals necessary to complete the work.

Payment will be made under:

E110- 32- 1- Edging – mile.

**City Commission Meeting
October 21, 2019**

AGENDA ITEM #5: Appointment of Citizen Advisory Task Force for CDBG Program

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Appointment of Citizen Advisory Task Force for CDBG Program

ATTACHMENTS:

Applications for Task Force

ANALYSIS:

Polk City will be applying for CDBG Funds through the State of Florida once the next application period opens, which should be early 2020. One of the requirements is to appoint a Citizen Advisory Task Force, to include at least three members that reside in the area that is qualified to receive funding. We will be looking at the area of Citrus Grove Blvd. (the entire area adjoining).

We have five applications to submit, and all qualify for the Task Force.

STAFF RECOMMENDATION:

Approve the Citizen Advisory Task Force Members as recommended.

**POLK CITY
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER**

Please circle your Household Size and then circle the Annual Household Income amount that is just above your actual Annual Household Income.*

Household Size	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Annual Household Income	less than \$32,600	less than \$37,250	less than \$41,900	less than \$46,550	less than \$50,300	less than \$54,000	less than \$57,750	less than \$61,450

Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member: Karen Phenis Date: 9-15-19
Signature

Karen Phenis
Typed or Printed Name

*As required by the Department of Economic Opportunity (DEO), the CATF shall have at least five members and must be comprised of residents of the County and at least 51% of the members must be from LMI households. None of the members can be an elected official and only one member can be an employee of the County. Income data available from the following HUD website: <http://www.huduser.org/portal/datasets/il.html>

**POLK CITY
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER**

Please circle your Household Size and then circle the Annual Household Income amount that is just above your actual Annual Household Income.*

Household Size	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Annual Household Income	less than \$32,600	less than \$37,250	less than \$41,900	less than \$46,550	less than \$50,300	less than \$54,000	less than \$57,750	less than \$61,450

Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member: Kimberly Adams Date: 9/15/19
Signature

Kimberly Adams
Typed or Printed Name

*As required by the Department of Economic Opportunity (DEO), the CATF shall have at least five members and must be comprised of residents of the County and at least 51% of the members must be from LMI households. None of the members can be an elected official and only one member can be an employee of the County. Income data available from the following HUD website: <http://www.huduser.org/portal/datasets/il.html>

**POLK CITY
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER**

Please circle your Household Size and then circle the Annual Household Income amount that is just above your actual Annual Household Income.*

Household Size	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Annual Household Income	less than \$32,600	less than \$37,250	less than \$41,900	less than \$46,550	less than \$50,300	less than \$54,000	less than \$57,750	less than \$61,450

Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member: Carol Spurr Date: Sep 12, 19
Signature

Carol Spurr
Typed or Printed Name

*As required by the Department of Economic Opportunity (DEO), the CATF shall have at least five members and must be comprised of residents of the County and at least 51% of the members must be from LMI households. None of the members can be an elected official and only one member can be an employee of the County. Income data available from the following HUD website: <http://www.huduser.org/portal/datasets/il.html>

**POLK CITY
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER**

Please circle your Household Size and then circle the Annual Household Income amount that is just above your actual Annual Household Income.*

Household Size	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Annual Household Income	less than \$32,600	less than \$37,250	less than \$41,900	less than \$46,550	less than \$50,300	less than \$54,000	less than \$57,750	less than \$61,450

Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member: Amber Brown Date: Sep 12, 2019
Signature

Amber Brown
Typed or Printed Name

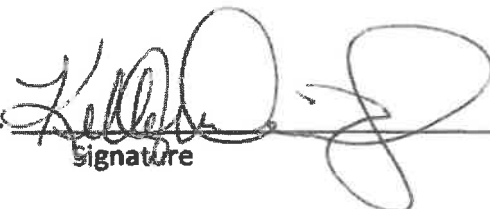
*As required by the Department of Economic Opportunity (DEO), the CATF shall have at least five members and must be comprised of residents of the County and at least 51% of the members must be from LMI households. None of the members can be an elected official and only one member can be an employee of the County. Income data available from the following HUD website: <http://www.huduser.org/portal/datasets/il.html>

**POLK CITY
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER**

Please circle your Household Size and then circle the Annual Household Income amount that is just above your actual Annual Household Income.*

Household Size	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Annual Household Income	less than \$32,600	less than \$37,250	less than \$41,900	less than \$46,550	less than \$50,300	less than \$54,000	less than \$57,750	less than \$61,450

Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member:  Date: 9/12/19

KELLY M. DOWNING
Typed or Printed Name

*As required by the Department of Economic Opportunity (DEO), the CATF shall have at least five members and must be comprised of residents of the County and at least 51% of the members must be from LMI households. None of the members can be an elected official and only one member can be an employee of the County. Income data available from the following HUD website: <http://www.huduser.org/portal/datasets/il.html>

**City Commission Meeting
October 21, 2019**

AGENDA ITEM #6: **Planning Services Agreement – Central Florida Regional Planning Council**

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Planning Services Agreement with Central Florida Regional Planning Council

ATTACHMENTS:

Cover Letter
Planning Services Agreement

ANALYSIS:

Central Florida Regional Planning Council provides professional planning services to Polk City and assist the City with website updates. The Planning Services Agreement is for the 2019-2020 Fiscal Year and includes \$22,000 for Planning Advisory Services and \$3,000 for website updates.

Some of the services provided are:

- Assistance with comprehensive plan amendments, rezoning, and large project review, subdivision review
- Minor revisions to the Land Development Regulations
- Update to the Capital Improvements Element and Plan
- Grant writing
- Website Updates

There is no cost increase for Fiscal Year 2019-2020

STAFF RECOMMENDATION:

Approve the Planning Advisory Services Agreement with Central Florida Regional Planning Council.



October 14, 2019

Ms. Patricia Jackson, City Manager
City of Polk City
123 Broadway Blvd. SE
Polk City, FL 33868
Patricia.Jackson@mypolkcity.org

Via Email

RE: CFRPC Planning Advisory Services Agreement

Dear Ms. Jackson:

Enclosed please find a Planning Advisory Services (PAS) Agreement for the CFRPC to provide professional planning services to the City of Polk City for the 2019-2020 Fiscal Year and includes \$22,000 to provide PAS and \$3,000 to provide website updates. This is consistent with the 2018-2019 agreement.

- The PAS Agreement includes continued professional planning services to the City as indicated in Attachment A, Scope of Work of the agreement including but not limited to:
 - Assistance with comprehensive plan amendments, rezonings, and large project review, subdivision review;
 - Minor revisions to the Land Development Regulations;
 - Comprehensive mapping services;
 - Update to the Capital Improvements Element and Plan;
 - Grant writing; and
 - Website Updates.

Please contact me if you have any questions or concerns regarding the enclosed agreement. In order for the CFRPC to provide these services in the new fiscal year, we request that the City execute the agreement by November 1, 2019.

Please sign two copies of the enclosed agreement and return them to the CFRPC to my attention. We will return one original to your attention following signature of the CFRPC officials.

We greatly appreciate the opportunity to be of service to Polk City.

Sincerely,

Jennifer Codo-Salisbury, MPA, AICP
Planning and Administrative Director

Attachment: Planning Advisory Services (PAS) Agreement



PLANNING ADVISORY SERVICES AGREEMENT

with

POLK CITY

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and **Polk City** (hereinafter referred to as the "CITY").

BACKGROUND

- A. The CITY desires to engage the COUNCIL to provide professional planning services to assist the CITY in complying with the requirements of growth management laws; to provide technical assistance to the Planning and Zoning Board, elected officials, and CITY staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Unified Land Development Code, and Official Zoning Map; all of which is detailed in Attachment A, I-III – Scope of Work, and is a part of this Agreement.
- B. The CITY desires to engage the COUNCIL to update the Capital Improvements Element (CIE) to the Comprehensive Plan as detailed in Attachment A, IV – Scope of Work, and is a part of this Agreement.
- C. The CITY desires to engage the COUNCIL to assist in the preparation of grants as detailed in Attachment A, V – Scope of Work, and is a part of this Agreement.
- D. The COUNCIL shall provide updates to the CITY website as detailed in Attachment A, VI – Scope of Work and is part of this Agreement.
- E. The COUNCIL desires to provide such professional services in accordance with this Agreement.

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

I. GENERAL

The CITY engages the COUNCIL to assist the CITY in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the CITY.

II. SCOPE OF WORK

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

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for General Planning Services (I-III in Attachment A), the Specialized Planning Service to prepare the Capital Improvement Element Update (IV in Attachment A), and to provide assistance in grant application preparation (V in Attachment A) is **\$22,000 (twenty-two thousand dollars)** and Website Services for website updates (VI-VII in Website Services, Attachment A) is **\$3,000 (three thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for Generalized and Specialized Planning Services and Website Services of **\$25,000 (twenty-five thousand dollars)** to be paid in four (4) payments, beginning November 1, 2019 with a final payment due July 1, 2020. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

November 1, 2019	\$6,250.00
January 1, 2020	\$6,250.00
April 1, 2020	\$6,250.00
July 1, 2020	\$6,250.00

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

IV. PERIOD OF AGREEMENT

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

V. MODIFICATION OF AGREEMENT

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

VI. TERMINATION

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

VII. COMPLIANCE WITH LAWS

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

VIII. PERSONNEL

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the CITY shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

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

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

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

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

POLK CITY

**CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

By: _____
Patricia M. Steed, Executive Director

Witness

Witness

Approved as to legal form and sufficiency:

City Attorney

Council Attorney

**Polk City
SCOPE OF WORK FOR FY 2019-2020**

GENERAL PLANNING SERVICES

I. GROWTH MANAGEMENT ADMINISTRATION

- A. The COUNCIL shall advise and assist the CITY in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.
- B. The COUNCIL shall provide technical assistance to the elected officials, Planning and Zoning Board and CITY staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).
- C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Land Development Regulations.
- D. The COUNCIL shall coordinate training sessions on State Statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary and requested.

II. ROUTINE MAPPING (ON GIS BASE MAP)

- A. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.
- B. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.

III. LARGE SCALE PLAN REVIEW

The COUNCIL shall advise and assist the CITY on matters concerning the review of proposed large scale development projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d) coordination of review and (e) consistency with the Land Development Regulations and Comprehensive Plan.

SPECIALIZED PLANNING SERVICES

IV. CAPITAL IMPROVEMENTS ELEMENT (CIE)

The COUNCIL will coordinate the tasks below in order to update the Capital Improvements Element of the Comprehensive Plan.

- A. Prepare an updated Capital Improvements Element and five-year schedule.
- B. Prepare a sample ordinance to be used for adoption of the Capital Improvements Element.

The COUNCIL will work with the CITY to obtain all necessary information in updating the Capital Improvements Element of the Comprehensive Plan, and attend public hearings related to the adoption of the Capital Improvements Element, as requested by the CITY.

V. GRANTS: ASSISTANCE

The COUNCIL shall assist the CITY in the preparation and submittal of up to two grant applications as part of this contract. Should the applications need to be revised in order to be resubmitted to another funding source, the COUNCIL will provide any necessary revisions for a period of up to one year under the terms of this agreement. Typical grants are those that fund planning studies, transportation improvements, and recreation or other public amenities.

WEBSITE SERVICES

VI. WEBSITE REVISIONS AND ADDITIONS

The COUNCIL shall provide any requested revisions and additions to the City website. This includes minor design changes and added functionality as well as content changes and maintenance, such as text and pictures. Any needed troubleshooting shall also be provided. *The COUNCIL is not responsible for ADA compliant documents for documents provided by the City.*

VII. CITY STAFF TRAINING ON WORDPRESS

If needed, the COUNCIL shall provide training for CITY staff for up to four (4) hours on the operation of WordPress. This will provide CITY staff the ability to update content such as text and pictures and make minor changes to the website.

City Commission Meeting
October 21, 2019

AGENDA ITEM #7:

Audit Services Agreement – Brynjulfson Certified Public Accountants PA

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Brynjulfson CPA's audit the Financial Statements of the governmental activities, the business type activities and each major fund.

ATTACHMENTS:

-Audit Services Agreement Renewal Letter

ANALYSIS:

Audit of the basic financial statements, split between GF and EF cost will be \$26,950.00. Additional fees may apply as listed on the last page of the Agreement. This is a decrease of \$1,775.00 from the 2016-2018 Agreement.

STAFF RECOMMENDATION:

Approve the Brynjulfson CPA, PA Audit Services Agreement

October 14, 2019

To the City Commission
c/o The Honorable Joe LaCascia
Mayor of Polk City
123 Broadway Blvd SE
Polk City, FL 33868

To: Members of the City Commission and Management of Polk City, Florida

Re: Audit Services Agreement Renewal

We are pleased to confirm our understanding of the services we are to provide Polk City, Florida (the "City") for the next five years. In compliance with Section 218.391(8), Florida Statutes, this agreement is a renewal of an existing agreement that was entered into in accordance with Section 218.391(7), Florida Statutes and may be hereafter renewed by mutual agreement of both parties. Furthermore, either party may terminate this agreement upon thirty days written notice.

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2019 through 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules.
- 3) Schedules of the City's Proportionate Share of the Net Pension Liability and Schedule of City Contributions for the Florida Retirement System Pension Plan and Health Insurance Subsidy Plan.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal and/or State Awards (when necessary)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We may assist in updating the draft financial statements, schedule of expenditures of federal and/or state financial assistance (as requested and if our independence will not be impaired) and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will assist in preparing the annual financial report for the Department of Financial Services once the audit is complete. We will also maintain the City's capital asset listing in our capital asset accounting system purely as a clerical function until such time the City's accounting information system can be updated and used for external financial reporting of capital assets. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Examination Engagement – Compliance with Section 218.415, Florida Statutes

We will examine the compliance with Section 218.415, Florida Statutes of the City for each year covered by this agreement. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include tests of your records and other procedures we consider necessary to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements of Section 218.415, Florida Statutes and to express an opinion as to such.

We expect to issue a written report upon completion of our engagement. Because circumstances may arise that make it necessary for us to modify our opinion, we cannot provide assurance that an unmodified report will be issued. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to issue a report or withdraw from the engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that material noncompliance may not be detected by our firm, even though our examination is properly planned and performed in accordance with applicable standards.

We will plan and perform our examination to meet the objectives of the engagement. We will inform you of any noncompliance with laws and regulations that come to our attention, unless clearly inconsequential.

We understand that you will provide us with the basic information required for our examination and that you are responsible for the accuracy and completeness of that information. Although we may advise you about appropriate compliance requirements, you acknowledge and agree that the responsibility for compliance remains with you.

You are responsible for, and agree to provide us with written representations that acknowledge management's responsibility for establishing and maintaining effective internal control over compliance, that management has performed an evaluation of the entity's compliance with specified requirements, and state management's interpretation of any compliance requirements that have varying interpretations.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Engagement Administration, Fees, and Other (continued)

The audit documentation for this engagement is the property of Brynjulfson CPA, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Florida or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Brynjulfson CPA, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State of Florida. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Mike Brynjulfson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for the *audit services* will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed those set forth in Attachment A to this letter unless the scope of the audit changes or unforeseen circumstances arise.

Our fee for any *non-audit services (including, but not limited to, assistance with preparation of the financial statements, preparation of the annual financial report for the Department of Financial Services, and maintenance of the City's capital asset listing)* will be billed at our standard hourly rates as set forth in Attachment A to this letter and will be billed separately from the audit services.

The standard hourly rates and the not-to-exceed fees are increased on July 1 of each fiscal year at the year-over-year rate of change of the consumer price index as reported by the U.S. Bureau of Labor Statistics (<https://www.bls.gov/cpi/>).

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit and are also presented for your consideration at Attachment A of this letter. Also, the fee schedule in Attachment A will govern our rates in the event that additional work outside the scope of the audit is requested or required of us throughout the period of this agreement.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

PUBLIC RECORDS In accordance with the provisions of Chapter 119.0701(2), Florida Statutes;

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 110, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (863) 984-1375, PATRICIA.JACKSON@MYPOLKCITY.ORG, 123 BROADWAY BLVD, SE POLK CITY, FL 33868.

The auditor must comply with public records laws, specifically to:

- 1) Keep and maintain public records required by the City in order to perform the service(s).
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Firm does not transfer the records to the City.
- 4) Upon completion of the Agreement, transfer, at no cost to the Client., all public records in possession of the Auditor or keep and maintain public records required by the Plan to perform the service. If the Auditor transfers all public records to the Client upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Brynjulfson CPA, P.A. acknowledges that Section 287.133, Florida Statutes provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

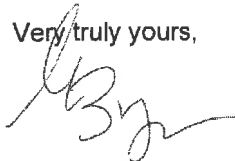
This agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tiff"), shall be equally effective as delivery of a manually executed counterpart thereof.

Polk City, Florida
October 14, 2019

Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Polk City, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



RESPONSE:

This letter correctly sets forth the understanding of the Polk City, Florida:

By: _____ Date: _____

Title: _____

Polk City, Florida
Attachment A: Audit Fees and Rates submitted by Brynjulfson CPA, P.A.
October 14, 2019

	<u>Fiscal Year Ending September 30, 2019</u>	
<u>Audit Fees</u> (not to exceed)		
Audit of the basic financial statements (*)	\$	25,750
AT-Section 601 Examination of Compliance required by Rules of the Auditor General Chapter 10.556(10)(*)	\$	1,200
<u>Rates per Hour for Additional Services:</u>		
Partner/Shareholder/Principal	\$	160
Audit Supervisor	\$	120
Audit Senior	\$	110
Clerical Staff	\$	75

(*) - The standard hourly rates and the not-to-exceed fees are increased on July 1 of each fiscal year at the year-over-year rate of change of the consumer price index as reported by the U.S. Bureau of Labor Statistics ([https:// www.bls.gov/cpi/](https://www.bls.gov/cpi/)).

The not-to-exceed fees above do include preparation of the financial statements, required supplementary information, other supplementary information and related footnote disclosures, preparation of the Schedule of Expenditures of Federal and/or State awards, if required, or the preparation of the annual report to the State of Florida Division of Accounting and Auditing.

**City Commission Meeting
October 21, 2019**

**AGENDA ITEM #8: Polk County Sheriff's Office Interlocal Agreement for
Dispatcher Services**

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Polk County Sheriff's Office Interlocal Agreement for Dispatcher Services.

ATTACHMENTS:

Interlocal Agreement

ANALYSIS:

As newly required by the State of Florida, the Polk County Sheriff's Office is entering into an Interlocal Agreement with Municipalities within Polk County for Dispatcher Services. This Agreement is completely separate; however, works in conjunction with the current Law Enforcement Agreement.

STAFF RECOMMENDATION:

Approve the Interlocal Agreement with the Polk County Sheriff's Office.

FSD	<i>[Signature]</i>
CSB	<i>[Signature]</i>
GCS	<i>[Signature]</i>

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into by and between the municipalities and/or entities of Lakeland, Mulberry, Polk City, Frostproof, Ft. Meade, Winter Haven, Bartow, Lake Wales, Haines City, Auburndale, Davenport, Lake Alfred, Lake Hamilton, Dundee, Eagle Lake, Highland Park, Hillcrest Heights, and Florida Polytechnic University (hereinafter individually referred to as "PRIMARY FIRST RESPONDER AGENCY" and collectively referred to as "PRIMARY FIRST RESPONDER AGENCIES") and Polk County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY") and the Sheriff of Polk County, Florida (hereinafter "SHERIFF" or "SHERIFF'S OFFICE")(all collectively referred to as "the Parties").

WITNESSETH:

WHEREAS, F.S. § 163.01 provides for the execution of interlocal agreements between units of local government to provide services and facilities in a manner that will accord best with the needs of local communities; and

WHEREAS, the SHERIFF is authorized by the Florida Constitution and F.S. § 30.15 to provide law enforcement services within and throughout the geographic limits of Polk County, Florida, including within each municipality in the county; and

WHEREAS, the SHERIFF operates a 911 Public Safety Answering Point (hereinafter "Primary PSAP"); and

WHEREAS, the SHERIFF provides primary police service and/or dispatch service for a majority of the municipalities and/or entities, with the exception of Lakeland, Bartow and Lake

FSD	_____
CSB	_____ <i>DL</i>
GCS	_____ <i>_____</i>

Alfred who maintain their own police departments and Secondary 911 Public Safety Answering Points (hereinafter "Secondary PSAPs"); and

WHEREAS, the SHERIFF dispatches for all Polk County fire department/EMS first responders throughout the county from the Primary PSAP with the exception of Lakeland, Lake Alfred and Bartow; and

WHEREAS, the Parties agree that immediate and undelayed law enforcement response is an essential component of effective public safety and that seconds matter in the response to a call for help involving an active and imminent threat to life or great bodily harm; and

WHEREAS, F.S. § 365.179 provides for the development and implementation of communications systems to effect direct radio communication between each 911 Primary PSAP and first responders; and

WHEREAS, F.S. § 365.179 requires each Florida Sheriff, in collaboration with all applicable first responder agency heads in his or her county, to facilitate the development and execution of a written interlocal agreement among all Primary First Responder Agencies within the county concerning dispatch and communications protocols; and

WHEREAS, in accord with F.S. § 365.179, the Parties desire to establish such written protocols that outline circumstances and public safety emergencies under which the Primary PSAP will directly provide notice via law enforcement radio of an emergency to the on-duty personnel of a PRIMARY FIRST RESPONDER AGENCY for which the Primary PSAP does not provide dispatch functions; and

WHEREAS, in accord with F.S. § 365.179, the Parties desire to require the Primary PSAP to have direct radio contact with the PRIMARY FIRST RESPONDER AGENCIES' on duty law

FSD	_____
CSB	_____
GCS	_____

enforcement personnel, and the dispatchers in their Secondary PSAPs, for whom the Primary PSAP can reasonably receive 911 communications, without having to first transfer a 911 call via telephone or other police non-radio communication device to Secondary PSAPs for dispatch; and

WHEREAS, the Primary PSAP, unless incapacitated due to emergency or unforeseen technological reasons, is the recipient of all 911 calls originating in Polk County and therefore reasonably receives all 911 calls within the county's boundaries; and

WHEREAS, the Parties are entering into this interlocal agreement among the public agencies named herein to establish the method of complying with Florida Statute § 365.179.

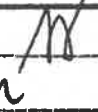


NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and given by each party to the other, the Parties hereto do covenant and agree as follows.

SECTION I. DEFINITIONS

A. "Public agency" - As defined in F.S. § 365.172(3)(w), means the state and any municipality, county, municipal corporation, or other governmental entity, public district, or public authority located in whole or in part within this state which provides, or has authority to provide, firefighting, law enforcement, ambulance, medical, or other emergency services.

B. "Public safety agency" - As defined in F.S. § 365.172(3)(x), means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

C. "911 public safety answering point" ("PSAP")- As defined in F.S. § 365.179 (1)(b), means a municipal or county emergency communications or 911 call center in this

FSD	
CSB	
GCS	

state that receives cellular, landline, or text-to-911 communications.

D. "First responder agency" - As defined in F.S. § 365.179(l)(a), includes each law enforcement agency and fire service agency, other than a state agency, and each emergency medical services provider, that is designated as a primary first responder for the service area in which a 911 public safety answering point receives 911 calls.

E. "Active assailant hostile event" - means an ongoing event, involving one or more subjects, who participate in a random or systematic assault, demonstrating their intent to continuously kill or wound others.

SECTION II. JOINT OBLIGATIONS OF THE PARTIES

1. The SHERIFF and the PRIMARY FIRST RESPONDER AGENCIES hereby agree to and shall, immediately upon execution of this Agreement, pursuant to F.S. § 365.179(4), unless technologically precluded due to radio incompatibility, authorize any and all requesting Polk County agencies to install any and all other agencies' primary dispatch channel or channels in the requesting agency's Primary PSAP, Secondary PSAPs, and/or mobile or portable radios.

2. In the event any Party to this Agreement receives information regarding any active assailant hostile event involving an imminent threat to life or great bodily harm to any person, or any other emergent situation where a delayed response is detrimental to public and/or officer safety, and is unsure of the city or department to which such incident should be directed, such Party shall broadcast the incident location, nature and any other relevant information to SHERIFF's primary radio dispatch channel designated pursuant to the terms of this agreement.

FSD	18
CSB	DN
GCS	

SECTION III. OBLIGATIONS OF THE SHERIFF AND THE COUNTY

1. The SHERIFF, as the sole provider of law enforcement dispatch within the Primary PSAP, shall at all times have installed in the SHERIFF's dispatch consoles the patrol dispatch channels of all Polk County PRIMARY FIRST RESPONDER AGENCIES.

2. The SHERIFF hereby agrees to and shall be capable of immediately broadcasting 911 communications or any other public safety information over the primary radio dispatch channels of each PRIMARY FIRST RESPONDER AGENCY under the conditions agreed to by the parties as set forth herein.

3. The SHERIFF shall, on the patrol dispatch channel designated by each PRIMARY FIRST RESPONDER AGENCY, broadcast information received via 911 or ten digit line to the dispatcher of the PRIMARY FIRST RESPONDER AGENCY, the location, nature and any other relevant information, regarding any active assailant hostile event involving an imminent threat to life or great bodily harm to any person, or any other emergent situation where a delayed response is detrimental to public and/or officer safety.

4. The notification by the SHERIFF on the PRIMARY FIRST RESPONDER AGENCY's designated patrol dispatch channel should be concise and directed to the dispatcher. The SHERIFF shall not dispatch or direct any units of the PRIMARY FIRST RESPONDER AGENCY. The SHERIFF may supplement the original information as necessary so that responding units have the most current and accurate information to ensure officer

and publicsafety.

FSD	
CSB	<i>[Signature]</i>
GCS	<i>[Signature]</i>

SECTION IV. OBLIGATIONS OF THE PRIMARY FIRST RESPONDER AGENCIES

1. Each of the PRIMARY FIRST RESPONDER AGENCIES with more than one patrol dispatch channel shall designate, identify and notify the SHERIFF of the channel on which the SHERIFF is to broadcast notification of any and all emergencies within the PRIMARY FIRST RESPONDER AGENCY's jurisdiction, regardless of the location of the emergency in the PRIMARY FIRST RESPONDER's jurisdiction.

2. Each PRIMARY FIRST RESPONDER AGENCY will receive the notification from the Primary PSAP of an active assailant hostile event involving an imminent threat to life or great bodily harm to any person, or any other emergent situation where a delayed response is detrimental to public and/or officer safety, and as quickly as possible, dispatch on-duty personnel to the incident based on the initial notification.

SECTION V. OBLIGATIONS OF THE LAKELAND POLICE DEPARTMENT AND ANY OTHER PRIMARY FIRST RESPONDER AGENCY THAT FUNCTIONS AS A PRIMARY PSAP OR RECEIVES INFORMATION MEETING THE BROADCAST CRITERIA OF THIS AGREEMENT

1. The Lakeland Police Department functions as the back-up Primary PSAP in Polk County. If it is necessary for the Lakeland Police Department to assume primary PSAP responsibilities due to the Primary PSAP being disabled, the Lakeland Police Department agrees to assume the SHERIFF'S responsibilities as set forth in this agreement.

2. If any PRIMARY FIRST RESPONDER AGENCY receives information in its dispatch center meeting the criteria in Section III(3) of this Agreement through a ten digit line or other non-911 source, and the occurrence of the event is outside the PRIMARY

FSD	<i>[Signature]</i>
CSB	<i>[Signature]</i>
GCS	<i>[Signature]</i>

FIRST RESPONDER's jurisdiction, the PRIMARY FIRST RESPONDER AGENCY agrees to provide the information via radio to the SHERIFF and/or PRIMARY FIRST RESPONDER AGENCY with jurisdiction under the criteria set forth in Section III of this agreement.

SECTION VI. MUTUAL COOPERATION

The Parties shall mutually cooperate in good faith to carry out the terms and conditions of this Agreement. Nothing shall be construed to limit the authority of the SHERIFF or any PRIMARY FIRST RESPONDER AGENCY.

SECTION VII. TRAINING

Each Party is required to train all applicable personnel regarding the procedures and protocols specified in this Agreement. The training must also include radio functionality and how to readily access the necessary dispatch channels in accordance with the Agreement. Training and implementation for existing parties should be an on-going process and any new officers, deputies, employees, agents, representatives, contractors or subcontractors whose work relates to this Agreement should be trained as they are hired.

SECTION VIII. INDEMNIFICATION

The SHERIFF and all PRIMARY FIRST RESPONDER AGENCIES shall each be responsible for the actions of their deputies, officers and employees as may serve in fulfilling the terms and conditions of this Agreement in accordance with law. Suits and/or claims that may be filed from time to time hereunder shall be handled by the respectively named Parties.

SECTION IX. SOVERIGN IMMUNITY

The Parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and Statutes of the State

FSD	_____
CSB	_____ <i>LM</i>
GCS	_____ <i>_____</i>

of Florida, including but not limited to the limitations of liability provided in F.S. § 768.28, and nothing contained herein should be construed to waive or modify the provisions of the aforementioned statute.

SECTION X. LIABILITY

Each party to this Agreement agrees to bear the costs and liabilities for its own deputies, officers, employees, members or agents' actions arising out of this Agreement.

SECTION XI. TERM OF THIS AGREEMENT AND MODIFICATION

This Agreement shall remain in full force and effect unless terminated in writing with written notice to all Parties. This Agreement may only be modified in writing and upon signature of all Parties. This Agreement shall be effective when signed by all parties.

SECTION XII. THIRD PARTIES

In no event shall any of the terms of this Agreement confer upon any third person, corporation or entity other than the Parties any right or cause of action or damages claimed against any of the Parties arising from the performance of the obligation and responsibilities of the Parties.

SECTION XIII. FILING

This Agreement shall be filed by the SHERIFF with the Clerk of the Circuit Court for Polk County, Florida, as required by F.S. § 163.01(11) and with the Florida Department of Law Enforcement as required by F.S. § 365.179.

SECTION XIV. LIASON/CONTACT PERSON/NOTICE

The Parties have designated the Sheriff of Polk County, Florida, and the head of each PRIMARY FIRST RESPONDER AGENCY as their liaison contact person for purpose of this

FSD	188
CSB	An
GCS	to this

Agreement, including any notice provided or required to be provided pursuant to this Agreement.

SECTION XV. ENTIRE AGREEMENT

This Agreement reflects the full and complete understanding of the Parties.

SECTION XVI. NON-ASSIGNABILITY

No Parties shall assign the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the Parties, which consent may be withheld within the sole discretion of any Party.

SECTION XVII. SEVERABILITY

If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law and held invalid, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement which shall remain fully enforceable.

SECTION XVIII. GOVERNING LAW

1. The laws of the State of Florida shall govern this Agreement.
2. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations.
3. The duties and responsibilities set forth in this Agreement to be performed by the Parties shall be performed in a manner that is constitutionally permissible, and all portions

FSD	<i>[Signature]</i>
CSB	<i>[Signature]</i>
GCS	<i>[Signature]</i>

of this Agreement shall be interpreted and administered by the Parties according

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

POLK COUNTY SHERIFF'S OFFICE
 BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

Andria McDonald

DATE: 10/16/19

APPROVED AS TO FORM AND CONTENT:

BY *[Signature]*
 SHERIFF'S COUNSEL

ATTEST

Marilyn Gray
 WITNESS TO ANDRIA MCDONALD

CITY OF POLK CITY
BY JOE LACASCIA, MAYOR

ATTEST
BY CITY CLERK

FSD	188
CSB	LM
GCS	

DATE: _____

APPROVED AS TO FORM AND CONTENT:

BY _____
CITY ATTORNEY

City Commission Meeting
October 21, 2019

AGENDA ITEM #9: 2019 City Manager Evaluation

 X INFORMATION ONLY
 ACTION REQUESTED

ISSUE:

The 2019 City Manager Evaluation of Patricia Jackson is provided for review and discussion.

ATTACHMENTS:

-City Manager Evaluation from each Commissioner

ANALYSIS:

This item is for review and discussion

STAFF RECOMMENDATION: N/A

2019
City Manager
Performance Evaluation
FINAL SCORING



2019 City Manager Performance Evaluation Final Scoring

<i>1 = Immediate Improvement</i>	<i>2 = Below Average</i>	<i>3 = Average Performance</i>	<i>4=Meets Expectations</i>	<i>5 = Exceeds Expectations</i>			
Performance Dimension		Scoring by Commissioner					TOTAL SCORE
FISCAL MANAGEMENT		JL	DK	MB	RC	WH	4.16 Overall Score
Thorough and effective budget preparation/management		4	5	3	4	5	
Timely updates to City Commission regarding financial conditions		5	5	3	4	5	
Financial assets properly safeguarded and the value maximized		4	5	3	4	5	
Assists City Commission in establishing long-term goals		4	4	3	4	N/A	
TOTALS		17	19	12	16	15	
TOTAL FOR CATEGORY		79/19					
PROFESSIONALISM							4.5 Overall Score
Deals effectively and appropriately with the public and other organizations		4	5	3	4	5	
Demonstrates high ethical standards within the organization		5	5	4	5	5	
Works to keep "politics" and personal perspectives out of the decision making process		4	5	3	4	5	
Stays active in professional organizations		5	5	4	5	5	
TOTALS		18	20	14	18	20	
TOTAL FOR CATEGORY		90/20					
POLICY AND PLANNING							4.08 Overall Score
Effectively assists Commission in establishing long range goals		4	4	----	4	N/A	
Demonstrates the ability to anticipate the needs of the City and recommends options to appropriately respond to those needs		4	4	3	4	5	
Provide unbiased advice/alternative to facilitate decision making		4	5	3	4	5	
TOTALS		12	13	6	12	10	
TOTAL FOR CATEGORY		53/13					
COMMUNITY RELATIONS							4.2 Overall Score
Maintains City's image for service and professionalism		4	5	4	4	5	
Maintains a liaison with private, non-governmental agencies, groups, and organizations involved in areas relating to the City		2	5	4	4	5	
TOTALS		6	10	8	8	10	
TOTAL FOR CATEGORY		42/10					
COMMUNICATION							

2019 City Manager Performance Evaluation Final Scoring

Verbal: conducted in open, responsive and courteous manner	4	4	3	4	5	4.16 Overall Score
Written: Understandable, succinct and audience-appropriate	4	4	3	4	5	
Facilitates flow of information to the various constituencies	4	4	4	4	5	
Plan/organize appropriate responses to requests/complaints/concerns	5	5	3	4	5	
Timely, forthright, and encourages two-way feedback	4	5	3	4	5	
TOTALS	21	22	16	20	25	
TOTAL FOR CATEGORY	104/25					
RELATIONSHIPS WITH CITY COMMISSION MEMBERS						
Prompt and appropriate response to requests	4	5	4	4	5	4.27 Overall Score
Works to resolve problems at the administrative level to avoid unnecessary action from the City Commission	4	5	4	4	5	
Informs the City Commission of administrative developments	4	4	3	4	5	
TOTALS	12	14	11	12	15	
TOTAL FOR CATEGORY	64/15					
MANAGEMENT STYLE						
Sound Judgment (rational, reflects the known facts)	4	4	4	4	5	4.05 Overall Score
Creative (proactive, initiates out-of-the-box thinking)	4	4	3	4	5	
Decisive (through, timely, strategic perspective, etc.)	4	4	3	4	5	
Impartial/open (objective, unbiased, encourages collaboration)	4	4	3	4	5	
TOTALS	16	16	13	16	20	
TOTAL FOR CATEGORY	81/20					
TOTAL SCORE						29.42/7

FINAL OVERALL SCORE

4.20

1) During the past two years what can the City Manager take the greatest pride in? What do you feel are the strongest points and finest accomplishments?

JL – Managing transition of staff in expanding duties to meet City needs (expanded workweek) and continuing to manage utility takeover. At this time we need to know effectiveness of takeover in terms of cost-savings, expertise and overall results of takeover.

DK - None

MB – City growth with additional homes

RC – She strives to make Polk City a better place to live. Updating City constantly to get with future growth.

WH – 1) Received error-free audits. 2) Has the ability and desire to lead all departments in operation of Polk City.

2) What areas do you feel most needs improvement? Why? Do you have any constructive, positive ideas on how the City Manager can improve in these areas?

JL – Same criticism for last 3-5 years. CM Needs to engage with all City businesses on a routine basis. Inasmuch as CM does not reside in the City this must be attended to even more than usual.

DK – None

MB – The City is growing, so is the DEBT. There needs to be a fund directed to lowering the debt performance. The debt has gone up. The employees should have continued training, makes for better performance. The website needs updating monthly, many items are out of date, archives incomplete, weekly update none.

RC – Get closer with the public.

WH – I feel the City Manager is doing an excellent job. There is no area to my knowledge that needs improvement. I think the City Manager has the best interest of Polk City in all the actions she takes.

2019 City Manager Performance Evaluation



Completed By: Joe LaCascia

Date: August 27 2019

2019 City Manager Performance Evaluation

Performance Evaluation Scale

1 = Immediate Improvement	2 = Below Average	3 = Average Performance	4 = Meets Expectations	5 = Exceeds Expectations
----------------------------------	--------------------------	--------------------------------	-------------------------------	---------------------------------

Performance Dimension	Score	Supporting Comments
Evaluate each performance dimension from 1 to 5 using the scale below. Add supporting comments when appropriate.		
I. FISCAL MANAGEMENT		
Thorough and effective budget preparation/management	4	
Timely updates to City Commission regarding financial conditions	5	
Financial assets properly safeguarded and the value maximized	4	
Assists City Commission in establishing long-term goals	4	
II. PROFESSIONALISM		
Deals effectively and appropriately with the public and other organizations	4	
Demonstrates high ethical standards within the organization	5	
Works to keep "politics" and personal perspectives out of the decision-making process	4	
Stays active in professional organizations	5	
III. POLICY AND PLANNING		
Effectively assists Commission in establishing long range goals	4	
Demonstrates the ability to anticipate the needs of the City and recommends options to appropriately respond to those needs	4	
Provide unbiased advice/alternative to facilitate decision making	4	
IV. COMMUNITY RELATIONS		
Maintains City's image for service and professionalism	4	
Maintains a liaison with private, non-governmental agencies, groups, and organizations involved in areas relating to the City	2	see remarks below.

2019 City Manager Performance Evaluation

V. COMMUNICATION		
Verbal: conducted in open, responsive and courteous manner	4	
Written: Understandable, succinct and audience-appropriate	4	
Facilitates flow of information to the various constituencies	4	
Plan/organize appropriate responses to requests/complaints/concerns	5	
Timely, forthright, and encourages two-way feedback	4	
VI. RELATIONSHIPS WITH CITY COMMISSION MEMBERS		
Prompt and appropriate response to requests	4	
Works to resolve problems at the administrative level to avoid unnecessary action from the City Commission	4	
Informs the City Commission of administrative developments	4	
VII. MANAGEMENT STYLE		
Sound Judgment (rational, reflects the known facts)	4	
Creative (proactive, initiates out-of-the-box thinking)	4	
Decisive (through, timely, strategic perspective, etc.)	4	
Impartial/open (objective, unbiased, encourages collaboration)	4	

1) During the past two years what can the City Manager take the greatest pride in? What do you feel are the strongest points and finest accomplishments?

Managing transition of staff in expanding duties to meet City needs (expanded workweek) and continuing to manage utility takeover. At this time we need to know effectiveness of takeover in terms of cost-savings, expertise and overall results of takeover.

2) What areas do you feel most needs improvement? Why? Do you have any constructive, positive ideas on how the City Manager can improve in these areas?
 Same criticism for last 3-5 years. CM needs to engage with all City businesses on a routine basis. Inasmuch as CM does not reside in the City this must be attended to even more than usual.

Joe LaCascia

11

2019 City Manager Performance Evaluation



Completed By: *Don King*

Date: 9-9-2019

2019 City Manager Performance Evaluation

Performance Evaluation Scale

1 = Immediate Improvement	2 = Below Average	3 = Average Performance	4 = Meets Expectations	5 = Exceeds Expectations
----------------------------------	--------------------------	--------------------------------	-------------------------------	---------------------------------

Performance Dimension	Score	Supporting Comments
Evaluate each performance dimension from 1 to 5 using the scale below. Add supporting comments when appropriate.		
I. FISCAL MANAGEMENT		
Thorough and effective budget preparation/management	5	
Timely updates to City Commission regarding financial conditions	5	
Financial assets properly safeguarded and the value maximized	5	
Assists City Commission in establishing long-term goals	4	
II. PROFESSIONALISM		
Deals effectively and appropriately with the public and other organizations	5	
Demonstrates high ethical standards within the organization	5	
Works to keep "politics" and personal perspectives out of the decision-making process	5	
Stays active in professional organizations	5	
III. POLICY AND PLANNING		
Effectively assists Commission in establishing long range goals	4	
Demonstrates the ability to anticipate the needs of the City and recommends options to appropriately respond to those needs	4	
Provide unbiased advice/alternative to facilitate decision making	5	
IV. COMMUNITY RELATIONS		
Maintains City's image for service and professionalism	5	
Maintains a liaison with private, non-governmental agencies, groups, and organizations involved in areas relating to the City	5	

2019 City Manager Performance Evaluation

V. COMMUNICATION		
Verbal: conducted in open, responsive and courteous manner	4	
Written: Understandable, succinct and audience-appropriate	4	
Facilitates flow of information to the various constituencies	4	
Plan/organize appropriate responses to requests/complaints/concerns	5	
Timely, forthright, and encourages two-way feedback		
VI. RELATIONSHIPS WITH CITY COMMISSION MEMBERS		
Prompt and appropriate response to requests	5	
Works to resolve problems at the administrative level to avoid unnecessary action from the City Commission	5	
Informs the City Commission of administrative developments	4	
VII. MANAGEMENT STYLE		
Sound Judgment (rational, reflects the known facts)	4	
Creative (proactive, initiates out-of-the-box thinking)	4	
Decisive (through, timely, strategic perspective, etc.)	4	
Impartial/open (objective, unbiased, encourages collaboration)	4	

- 1) During the past two years what can the City Manager take the greatest pride in? What do you feel are the strongest points and finest accomplishments?

- 2) What areas do you feel most needs improvement? Why? Do you have any constructive, positive ideas on how the City Manager can improve in these areas?

2019
City Manager
Performance Evaluation



Completed By: Mike Pletka

Date: 9/12/2019

2019 City Manager Performance Evaluation

Performance Evaluation Scale

1 = Immediate Improvement	2 = Below Average	3 = Average Performance	4 = Meets Expectations	5 = Exceeds Expectations
----------------------------------	--------------------------	--------------------------------	-------------------------------	---------------------------------

Performance Dimension	Score	Supporting Comments
Evaluate each performance dimension from 1 to 5 using the scale below. Add supporting comments when appropriate.		
I. FISCAL MANAGEMENT		
Thorough and effective budget preparation/management	3	More Information need explaining, object of the short long term effects
Timely updates to City Commission regarding financial conditions	3	city debt is high and needs to be addressed, yearly
Financial assets properly safeguarded and the value maximized	3	assests need good controls, replacement not an option
Assists City Commission in establishing long-term goals	3	The city needs to establish good long term planning and performance
II. PROFESSIONALISM		
Deals effectively and appropriately with the public and other organizations	3	The residents and business respect decisions
Demonstrates high ethical standards within the organization	4	works to avoid conflict with other government agencies
Works to keep "politics" and personal perspectives out of the decision-making process	3	residents must be allowed to voice opinons
Stays active in professional organizations	4	
III. POLICY AND PLANNING		
Effectively assists Commission in establishing long range goals		only short term issues have been worked on, need financial plans for 5 - 10 years
Demonstrates the ability to anticipate the needs of the City and recommends options to appropriately respond to those needs	3	yearly anticipation needs more planning
Provide unbiased advice/alternative to facilitate decision making	3	
IV. COMMUNITY RELATIONS		
Maintains City's image for service and professionalism	4	
Maintains a liaison with private, non-governmental agencies, groups, and organizations involved in areas relating to the City	4	

2019 City Manager Performance Evaluation

V. COMMUNICATION		
Verbal: conducted in open, responsive and courteous manner	3	
Written: Understandable, succinct and audience-appropriate	3	As needed, residents need explanation
Facilitates flow of information to the various constituencies	4	
Plan/organize appropriate responses to requests/complaints/concerns	3	requests need to be forward to all to prevent future concerns forwarded
Timely, forthright, and encourages two-way feedback	3	
VI. RELATIONSHIPS WITH CITY COMMISSION MEMBERS		
Prompt and appropriate response to requests	4	
Works to resolve problems at the administrative level to avoid unnecessary action from the City Commission	4	
Informs the City Commission of administrative developments	3	changes are delayed or incomplete
VII. MANAGEMENT STYLE		
Sound Judgment (rational, reflects the known facts)	4	
Creative (proactive, initiates out-of-the-box thinking)	3	
Decisive (through, timely, strategic perspective, etc.)	3	
Impartial/open (objective, unbiased, encourages collaboration)	3	

1) During the past two years what can the City Manager take the greatest pride in? What do you feel are the strongest points and finest accomplishments?

City growth with additional homes.

2) What areas do you feel most needs improvement? Why? Do you have any constructive, positive ideas on how the City Manager can improve in these areas?

The city is growing so is the DEBT. There needs to be a fund directed to lowering the debt performance. The debt has gone up. The employees should have continued training, makes for better work performance. The web site needs update monthly, many items are out of date, archives incomplete, weekly up date none.

2019 City Manager Performance Evaluation



Completed By: Randy Carnoll

Date: 9-11-19

2019 City Manager Performance Evaluation

Performance Evaluation Scale

1 = Immediate Improvement	2 = Below Average	3 = Average Performance	4 = Meets Expectations	5 = Exceeds Expectations
----------------------------------	--------------------------	--------------------------------	-------------------------------	---------------------------------

Performance Dimension	Score	Supporting Comments
Evaluate each performance dimension from 1 to 5 using the scale below. Add supporting comments when appropriate.		
I. FISCAL MANAGEMENT		
Thorough and effective budget preparation/management	4	
Timely updates to City Commission regarding financial conditions	4	
Financial assets properly safeguarded and the value maximized	4	
Assists City Commission in establishing long-term goals	4	
II. PROFESSIONALISM		
Deals effectively and appropriately with the public and other organizations	4	
Demonstrates high ethical standards within the organization	5	
Works to keep "politics" and personal perspectives out of the decision-making process	4	
Stays active in professional organizations	5	
III. POLICY AND PLANNING		
Effectively assists Commission in establishing long range goals	4	
Demonstrates the ability to anticipate the needs of the City and recommends options to appropriately respond to those needs	4	
Provide unbiased advice/alternative to facilitate decision making	4	
IV. COMMUNITY RELATIONS		
Maintains City's image for service and professionalism	4	
Maintains a liaison with private, non-governmental agencies, groups, and organizations involved in areas relating to the City	4	

2019 City Manager Performance Evaluation

V. COMMUNICATION		
Verbal: conducted in open, responsive and courteous manner	4	
Written: Understandable, succinct and audience-appropriate	4	
Facilitates flow of information to the various constituencies	4	
Plan/organize appropriate responses to requests/complaints/concerns	4	
Timely, forthright, and encourages two-way feedback	4	
VI. RELATIONSHIPS WITH CITY COMMISSION MEMBERS		
Prompt and appropriate response to requests	4	
Works to resolve problems at the administrative level to avoid unnecessary action from the City Commission	4	
Informs the City Commission of administrative developments	4	
VII. MANAGEMENT STYLE		
Sound Judgment (rational, reflects the known facts)	4	
Creative (proactive, initiates out-of-the-box thinking)	4	
Decisive (through, timely, strategic perspective, etc.)	4	
Impartial/open (objective, unbiased, encourages collaboration)	4	

1) During the past two years what can the City Manager take the greatest pride in? What do you feel are the strongest points and finest accomplishments?

*she strives to make Polk City A better place to Live.
Updating city constantly to get with future growth.*

2) What areas do you feel most needs improvement? Why? Do you have any constructive, positive ideas on how the City Manager can improve in these areas?

Get closer with the public.

2019 City Manager Performance Evaluation



Completed By: Wayne E. Haysen
Date: 09/06/2019

Performance Evaluation Scale

1 = Immediate Improvement	2 = Below Average	3 = Average Performance	4 = Meets Expectations	5 = Exceeds Expectations
----------------------------------	--------------------------	--------------------------------	-------------------------------	---------------------------------

Performance Dimension	Score	Supporting Comments
Evaluate each performance dimension from 1 to 5 using the scale below. Add supporting comments when appropriate.		
I. FISCAL MANAGEMENT		
Thorough and effective budget preparation/management	5	READY WITH Budget PROPOSAL
Timely updates to City Commission regarding financial conditions	5	
Financial assets properly safeguarded and the value maximized	5	
Assists City Commission in establishing long-term goals	N/A	NO GOALS HAVE BEEN SET AT THIS TIME
II. PROFESSIONALISM		
Deals effectively and appropriately with the public and other organizations	5	WORKS WITH SCHOOLS, meets with PUBLIC
Demonstrates high ethical standards within the organization	5	
Works to keep "politics" and personal perspectives out of the decision-making process	5	
Stays active in professional organizations	5	
III. POLICY AND PLANNING		
Effectively assists Commission in establishing long range goals	N/A	NO GOALS HAVE BEEN ESTABLISHED.
Demonstrates the ability to anticipate the needs of the City and recommends options to appropriately respond to those needs	5	
Provide unbiased advice/alternative to facilitate decision making	5	
IV. COMMUNITY RELATIONS		
Maintains City's image for service and professionalism	5	
Maintains a liaison with private, non-governmental agencies, groups, and organizations involved in areas relating to the City	5	

2019 City Manager Performance Evaluation

V. COMMUNICATION		
Verbal: conducted in open, responsive and courteous manner	5	
Written: Understandable, succinct and audience-appropriate	5	
Facilitates flow of information to the various constituencies	5	
Plan/organize appropriate responses to requests/complaints/concerns	5	ALL REQUESTS, AND OR COMPLAINTS HANDLED ASAP
Timely, forthright, and encourages two-way feedback	5	
VI. RELATIONSHIPS WITH CITY COMMISSION MEMBERS		
Prompt and appropriate response to requests	5	
Works to resolve problems at the administrative level to avoid unnecessary action from the City Commission	5	HAS ALWAYS KEPT ME INFORMED AT ALL TIMES
Informs the City Commission of administrative developments	5	
VII. MANAGEMENT STYLE		
Sound Judgment (rational, reflects the known facts)	5	ALWAYS TRY TO
Creative (proactive, initiates out-of-the-box thinking)	5	ANTICIPATE AND CORRECT
Decisive (through, timely, strategic perspective, etc.)	5	ANY PROBLEMS OR
Impartial/open (objective, unbiased, encourages collaboration)	5	CONCERNS ASAP.

1) During the past two years what can the City Manager take the greatest pride in? What do you feel are the strongest points and finest accomplishments?

1) RECEIVED ERROR-FREE AUDITS.
 2) HAS THE ABILITY AND DESIRE TO LEAD ALL DEPARTMENTS IN OPERATION OF POLK CITY

2) What areas do you feel most needs improvement? Why? Do you have any constructive, positive ideas on how the City Manager can improve in these areas?

I FEEL THE CITY MANAGER IS DOING AN EXCELLANT JOB, THERE IS NO AREA TO MY KNOWLEDGE, THATS NEED ANY IMPROVEMENT. I THINK THE CITY MANAGER HAS THE BEST INTERESTS OF POLK CITY IN ALL THE ACTIONS SHE TAKES.