

POLK CITY

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

April 19, 2021

Polk City Government Center
123 Broadway Blvd., SE

To Join Zoom Meeting

<https://us02web.zoom.us/j/85943816767?pwd=eEpVRXpOOGR3UmVzYzY2cVI2bUdTQT09>

Meeting ID: 859 4381 6767, Passcode: 890097 , Dial in – 1-646-876-9923 US (New York)

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) City Investment Presentation – Larson Consultants
- 2) Application for Code Enforcement Fine Reduction

CITY MANAGER ITEMS

CITY ATTORNEY ITEMS

- 1) Peace River Project Interlocal Implementation Agreement (PRWC)
- 2) West Polk Wellfield Implementation Agreement (PRWC)

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
April 19, 2021

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

A. CITY CLERK

1. Accept minutes – October 29, 2020 – Special City Commission Meeting
2. Accept minutes – March 15, 2021 – City Commission Meeting
3. Accept minutes – March 19, 2021 – Emergency City Commission Meeting
4. Accept minutes – March 26, 2021 – City Commission Workshop

B. REPORTS

1. Building Permits Report – March 2021
2. Code Enforcement Report – February/March 2021
3. Financial Report – March 2021
4. Library Report – March 2021
5. Polk County Fire Rescue – N/A
6. Polk Sheriff's Report – N/A
7. Public Works Report – March 2021
8. Utilities Report – March 2021

C. OTHER

**City Commission Meeting
April 15, 2021**

CONSENT AGENDA ITEM: Accept minutes for:

1. Accept minutes – October 29, 2020 – Special City Commission Meeting
2. Accept minutes – March 15, 2021 – City Commission Meeting
3. Accept minutes – March 19, 2021 – Emergency City Commission Meeting
4. Accept minutes – March 26, 2021 – City Commission Workshop

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE: Minutes attached for review and approval

ATTACHMENTS:

1. Accept minutes – October 29, 2020 – Special City Commission Meeting
2. Accept minutes – March 15, 2021 – City Commission Meeting
3. Accept minutes – March 19, 2021 – Emergency City Commission Meeting
4. Accept minutes – March 26, 2021 – City Commission Workshop

ANALYSIS: N/A

STAFF RECOMMENDATION: Approval of Minutes

SPECIAL CITY COMMISSION MINUTES

October 29, 2020

Vice Mayor Don Kimsey called the meeting to order at 6:05 pm.

ROLL CALL – City Manager Patricia Jackson

Present: Mayor Joe LaCascia, Vice Mayor Don Kimsey, Commissioner Wayne Harper, Commissioner Micheal T. Blethen and City Manager Patricia Jackson

Absent: Commissioner Randy Carroll and City Attorney Thomas Cloud

ORDER OF BUSINESS

Second Public Hearing – FY 2019 CDBG Project/Application

Scott Modesitt (Summit Professionals) discussed in great detail that this is the second public hearing held to consider whether Polk City shall proceed with the submission of a CDBG application. A Citizen Advisory Task Force (CATF) meeting was held prior to the first Public Hearing on February 27, 2020, and the first Public Hearing was held on May 26, 2020. This second Public Hearing was held to present the draft CDBG application to the Commission and the public for comment, and to ask that a motion and vote be made to submit this application to the Department of Economic Opportunity (DEO). The application due date is November 9, 2020.

This is a Neighborhood Revitalization grant that assists communities with infrastructure improvements, such as paving, fire protection, drinking water, sewer, flood and drainage, handicap accessibility in public facilities, and other similar activities. It is required that no less than 51% of the residents who benefit from these activities be low-to-moderate income.

Polk City is applying for a \$650,000 CDBG Neighborhood Revitalization grant to fund street repaving and sidewalk construction to benefit low-income residents within the incorporated area of the City. Areas of the City are in need of street repaving due to poor surface conditions of roads. In addition, the City is proposing complementary flood and drainage work to be performed in areas where the new repaving will occur. The City is proposing repaving and sidewalk construction in areas of the City in a Service Area that is part of a low-to-moderate income neighborhood located in the north central area of the City. This area was selected due to the projected eligibility of its residents, the preponderance of need, and the condition of existing streets and sidewalks.

The proposed CDBG project calls for the repaving of approximately 7,500 LF of existing streets and approximately 9,500 LF of new sidewalk on Citrus Grove Boulevard, Sunrise Boulevard, Sunset Boulevard and Sunshine Boulevard. The estimated construction cost is \$659,507.

This includes milling the existing paving, providing stormwater inlets and conveyance along the route of the repaving, and all necessary activities to construct sidewalks in the project area.

Repaving costs are estimated to be \$569,007 and sidewalk construction is estimated to cost \$90,500. This work represents the total CDBG construction budget of \$604,500. The remaining portion (\$55,007) will be paid with local funds, of which \$25,000 is committed as matching funds for the CDBG application. The total grant request of \$650,000 also includes \$45,500 for administration of the project. Engineering will be paid with local funds.

Income levels for the project areas have been established using household income surveying to determine that the area meets the required national objective of benefiting low-and-moderate income persons.

Mayor LaCascia inquired about the criteria being the same.

Vice Mayor Kimsey does not feel the sidewalks are necessary. However, he is in agreement with the repaving of streets.

Mr. Modesitt reiterated the terms are the same, but the water lines cannot be removed from the grant application.

Commissioner Blethen stated ultimately, the sidewalks need to be done.

After lengthy conversation, Mayor LaCascia and City Manager Jackson reiterated that sidewalks that are in bad shape in these areas will be replaced with larger sidewalks for handicap accessibility. The vision of the sidewalks came from the Task Force that met. There are a lot of people that walk.

Mr. Modesitt reiterated the terms are the same, but the water lines cannot be removed from the grant application.

No one from the public spoke regarding the CDBG Grant Project/Application.

Motion by Commissioner Harper to approve the FY 2019 CDBG Project/Application; this motion was seconded by Commissioner Blethen.

Motion carried 3/1 by Voice Vote.

City Hall Marquee

City Manager Jackson stated the new marquee for outside City Hall is approximately \$15,000. Will have pictures of the sign sent to your emails and then it will be ordered. The sign comes from out of state and city staff will do the installation.

ADDITIONAL COMMENTS

Eugene Gorski (7470 Berkeley Road) discussed the traffic patterns in the Berkeley Road area. It's getting really bad.

Mayor LaCascia shared the interworkings of FDOT for Mr. Gorski's benefit.

City Manager Jackson explained that Polk City has been working with Polk County for over two years in an effort to get a sidewalk in the Berkeley Road area where the bridge is located. The crossover has not been done because the area is extremely steep and the permitting can't be done. Polk County and FDOT are well aware that the issues discussed need to be resolved. FDOT has done a traffic study and they feel a "roundabout" is the best solution versus a red light. Nothing will happen before 2025.

CITY ATTORNEY ITEMS - None

COMMISSIONER ITEMS

Vice Mayor Kimsey – None

Commissioner Blethen – None

Commissioner Carroll – None

Commissioner Harper – None

Mayor LaCascia – None

ANNOUNCEMENTS - None

ADJOURNMENT – 6:28 pm

Patricia Jackson, City Manager

Joe LaCascia, Mayor

CITY COMMISSION MINUTES

March 15, 2021

Mayor LaCascia called the Regular Meeting to order at 7:00 pm.

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

ROLL CALL – Assistant to the City Manager Sheandolen Dunn

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

APPROVE CONSENT AGENDA

Motion by Commissioner Harper to approve the February 15, 2021 City Commission Regular Meeting; this motion as seconded by Commissioner Blethen. **Unanimously approved by Voice Vote.**

PRESENTATION

Mayor LaCascia read the Proclamation for Water Conservation Month – April 2021. This proclamation was presented to Cindy Rodriguez, Government Affairs Regional Manager at SWFWMD.

PUBLIC COMMENT (Items NOT on the Agenda) - None

ORDER OF BUSINESS

RFQ for General Engineering Services

This item is Tabled until the April City Commission Meeting.

CITY ATTORNEY ITEMS - None

CITY MANAGER ITEMS

Introduction of New Staff Members – City Manager Jackson introduced Mikayla Osso, Librarian and Lenny Johnson, Dual Water Plant Operator.

Quotes for Citrus Hill Core and Main City Purchase supplies for project – These quotes are under the City Manager’s spending limit. Therefore, this information is for informational purposes only.....no City Commission approval necessary.

Grant for Cardinal Hill Dirt and Grit Removal – Polk City will be applying for a grant for this project. The grant will pay half and Polk City pays the other half.

Library Dedication Ceremony – Friday, April 9 at 10 am

COMMISSIONER ITEMS

Mayor LaCascia – discussed the “Legal” line item in the Budget – requested the bills for the PRWC items be separated out.

City Manager Jackson bringing the budget to the City Commission in April with all the exorbitant cost regarding legal services.

Vice Mayor Kimsey – Inquired about a Financial Advisor regarding investing funds.

City Manager Jackson stated this information would be acquired by the end of the week.

Commissioner Blethen - None

Commissioner Carroll – Inquired about some type of canopy for the park equipment.

Keith Prestage stated he has been working on quotes for different types of canopies that would work best for the park equipment.

Commissioner Harper – Polk County will be receiving \$140 million in Stimulus money; of which Polk City will receive \$1 million. In an effort to help the Polk City water customers, he is recommending that Polk City pay each customer’s water bill, whatever is on the books at the time.

Mayor LaCascia is not fond of this idea.

ANNOUNCEMENTS - None

ADJOURNMENT – 8:30 pm

Patricia Jackson, City Manager

Joe LaCascia, Mayor

EMERGENCY CITY COMMISSION MINUTES

March 19, 2021

Mayor Joe LaCascia called the meeting to order at 10:00 am via ZOOM Teleconference.

ROLL CALL – Assistant to the City Manager Sheandolen Dunn

Present: Mayor Joe LaCascia, Vice Mayor Don Kimsey, Commissioner Micheal T. Blethen, Commissioner Wayne Harper, City Attorney Thomas Cloud, and City Manager Patricia Jackson

Absent: Commissioner Randy Carroll

PUBLIC COMMENT - None

ORDER OF BUSINESS

CFWI Rule Challenge Settlement Agreement

City Attorney Cloud detailed the specifics of the CFWI Rule Challenge Settlement Agreement regarding Consumptive Use Permitting. Everything that Polk City could have possibly asked for, is in this Agreement.

Motion by Vice Mayor Kimsey to authorize City Attorney Cloud to sign the CFWI Rule Challenge Settlement Agreement on behalf of Polk City; this motion was seconded by Commissioner Blethen.

Motion carried 4/0 by Voice Vote.

ADJOURNMENT – 10:12 am

Patricia Jackson, City Manager

Joe LaCascia, Mayor

CITY COMMISSION WORKSHOP MINUTES

March 26, 2021

Mayor Joe LaCascia called the meeting to order at 1:00 pm.

ROLL CALL – Assistant to the City Manager Sheandolen Dunn

Present: Mayor Joe LaCascia, Vice Mayor Don Kimsey, Commissioner Wayne Harper, Commissioner Micheal T. Blethen, Commissioner Randy Carroll (Zoom), City Attorney Cloud and City Manager Patricia Jackson

ORDER OF BUSINESS

Proposed PRWC Implementation Agreement

City Attorney Cloud and Gerry Hartman discussed the Proposed PRWC Implementation Agreement. Approximately 14 months ago, Polk City received the Proposed Implementation Agreement. This document had several issues, which are not acceptable.

During this process, Lakeland proposed its own process for implementing an agreement. Lakeland has sent an invitation to Polk City to meet and talk through the concepts of a new agreement. The first session will be to determine which cities will be participating in Lakeland's plan.

City Attorney Cloud has no reservations about Lakeland's Plan, and this would be a great idea for Polk City to be involved in, for as low as 10,000 gpd. The maximum gallons per day would be 30,000 gpd.

Gerry Hartman stated the PRWC does not appear to be responsive to suggestions given over the last several months. The cost estimates that PRWC has been providing cities is assuming that all this is grant money or loan forgiveness. If the grants or loan forgiveness programs don't come to fruition, Polk City would be put into a terrible debt situation. Therefore, it is recommended that Polk City join the City of Lakeland in its Alternative Water Supply (AWS) project, which is certainly more cost effective.

The recommendation is to join the City of Lakeland with its intent to develop one of the identified PRWC's Alternative Water Supply (AWS) projects, the West Polk Lower Floridan Aquifer Wellfield as an approved water project of the PRWC.

After lengthy discussion, the City Commission provided consensus for City Attorney Cloud to move forward with joining the City of Lakeland on behalf of Polk City regarding the PRWC's Alternative Water Supply Project.

ADJOURNMENT – 1:35 pm

Patricia Jackson, City Manager

Joe LaCascia, Mayor

**City Commission Meeting
April 19, 2021**

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 – March 2021
2. Code Enforcement Report – February/March 2021
3. Financial Report – March 2021
4. Library Report – March 2021
5. Polk County Fire Rescue – N/A
6. Polk Sheriff's Report – N/A
7. Public Works Report – March 2021
8. Utilities Report – March 2021

ANALYSIS:

STAFF RECOMMENDATION: Approval of Department Reports via Consent Agenda

Polk City Permits Added
From: 03/01/21 To: 03/31/2021

COMMERCIAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BC-2021-235	205 SE BROADWAY POLK CITY, FL 33868	3,015.00	03/08/2021
BC-2021-320	205 SE BROADWAY BLVD, POLK CITY, FL 33868	2,400.00	03/23/2021
		Subtotal:	\$5,415.00

ELECTRICAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2021-5137	767 TEABERRY TRL, POLK CITY, FL 33868	16,000.00	03/22/2021
		Subtotal:	\$16,000.00

GAS

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2021-3609	205 SE BROADWAY POLK CITY, FL 33868	1,500.00	03/08/2021
BT-2021-5093	754 TEABERRY TRL, POLK CITY, FL 33868-	1,050.00	03/31/2021
		Subtotal:	\$2,550.00

MECHANICAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2021-3283	8846 HINSDALE HEIGHTS POLK CITY, FL 33868-	12,440.00	03/02/2021
BT-2021-3320	391 CRAPE MYRTLE POLK CITY, FL 33868	5,000.00	03/03/2021
BT-2021-4315	205 SE BROADWAY BLVD, POLK CITY, FL 33868	16,482.00	03/18/2021
BT-2021-4575	202 CARTER BLVD, POLK CITY, FL 33868	5,800.00	03/23/2021
BT-2021-5024	125 BAYBERRY DR, POLK CITY, FL 33868	5,800.00	03/30/2021
		Subtotal:	\$45,522.00

PRE-PERMIT

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BP-2021-137	647 1ST POLK CITY, FL 33868-	4,000.00	03/16/2021
		Subtotal:	\$4,000.00

RE-ROOF

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2021-3187	418 1ST POLK CITY, FL 33868	5,600.00	03/02/2021
BT-2021-4986	574 MARKLEN LOOP, POLK CITY, FL 33868	16,000.00	03/30/2021
		Subtotal:	\$21,600.00

RESIDENTIAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BR-2021-2626	8519 RINDGE POLK CITY, FL 33868-	1,300.00	03/12/2021
BR-2021-2633	8519 RINDGE POLK CITY, FL 33868-	1,300.00	03/12/2021

BR-2021-2819	7010 BERKLEY POLK CITY, FL 33868	10,000.00	03/01/2021
BR-2021-2867	321 GRAPE MYRTLE LN, POLK CITY, FL 33868	3,240.00	03/18/2021
BR-2021-2922	136 CLEARWATER POLK CITY, FL 33868	5,200.00	03/02/2021
BR-2021-3259	413 2ND ST, POLK CITY, FL 33868	2,500.00	03/11/2021

Subtotal: \$23,540.00

Grand Total: \$118,627.00

1 SFR to date

Ketty Delp

Code Enforcement Report

FEBRUARY 2021

DATE	ADDRESS/CASE #	VIOLATION	STATUS
2/1/2021	CITY WIDE	SNIPES SIGNS	REMOVED 9
2/1/2021	CITY HALL	EMAILS AND PHONE CALLS	OFFICE
2/1/2021	CITY WIDE	FIELD	INSPECTIONS
2/1/2021	CITY HALL	OFFICE	RESEARCH
2/1/2021	CITY HALL	OFFICE	RETURNED CALLS
2/1/2021	CITY HALL	OFFICE	LIEN SEARCHS
2/1/2021	CITY HALL	OFFICE	FILE
2/9/2021	CITY HALL	EMAILS AND PHONE CALLS	LOGGED
2/9/2021	CITY HALL	OFFICE	RESEARCH
2/9/2021	FIELD	CITY WIDE	INSPECTIONS
2/9/2021	FIELD	MET W/PERSON COMPLAINT	INSPECTED PROPERTY
2/9/2021	OFFICE	UPLOADED	PHOTOS
2/9/2021	CITY WIDE	SNIPES SIGNS	REMOVED 5
2/10/2021	CITY HALL	PHONE CALLS / EMAILS	LOGGED
2/10/2021	CITY HALL	OFFICE	RESEARCH/LIENS
2/10/2021	CE21-0023	VIOLATION	LETTER
2/10/2021	CE21-0024	VIOLATION	LETTER
2/10/2021	CE21-0021	INSPECTION/COMPLIED	C/O
2/10/2021	CE21-0022	INSPECTION/COMPLIED	C/O
2/10/2021	OFFICE	UPLOADED	PHOTOS
2/11/2021	CITY HALL	EMAILS/PHONE	LOGGED
2/11/2021	CITY WIDE	FIELD	INSPECTIONS
2/11/2021	CITY HALL	LIEN SEARCH	SCANNED / EMAILED
2/11/2021	CITY HALL	OFFICE	RESEARCH
2/11/2021	FIELD	CITY WIDE	SNIPES SIGNS
2/11/2021	FIELD	INSPECTED / COMPLAINT	UNFOUNDED
2/16/2021	CITY HALL	OFFICE	WORKED IN CASES PENDING
2/16/2021	OFFICE	CITY HALL	GOING OVER CASES
2/16/2021	CITY HALL	OFFICE	PREPING SM CASES TO MAIL
2/16/2021	CITY HALL	PHONE CALLS / EMAILS	SENT AND RETURNED
2/16/2021	CITY HALL	NON COMPLIANCE	CASES FOR SM
2/17/2021	CE21-0023	RE INSPECTION	CALLED BACK

2/17/2021	CE20-0025	VIOLATION	LETTER
2/17/2021	CE20-0026	VIOLATION	LETTER
2/17/2021	CE20-0027	VIOLATION	LETTER
2/18/2021	CE20-0030	VIOLATION	LETTER
2/18/2021	CITY HALL	LIEN SEARCH	VERBAL OVER PHONE
2/18/2021	OFFICE	PAPERWORK FOR SM CASES	LETTERS for POSTINGS
2/23/2021	CITY HALL	PHONE CALLES / EMAILS	SENT AND RETURNED
2/23/2021	CITY HALL	OFFICE	PREPARING FOR POSTING
2/23/2021	FIELD	RE INSPECTIONS	CITY WIDE
2/23/2021	FIELD	5 PROPERTIES	POSTED PROPERTY
2/23/2021	CITY WIDE	MAILED 5 CERTIFIED	POST OFFICE
2/23/2021	CITY HALL	OFFICE	PHOTOS INTO CASES
2/24/2021	CITY HALL	OFFICE	RETURNED CALLS FROM MESSAGES
2/24/2021	CITY HALL	SM AGENDA	POSTED AT CITY HALL
2/24/2021	CITY HALL	OFFICE	LIEN SEARCHS
2/24/2021	FIELD	SNIFE SIGNS	REMOVED 4
2/24/2021	CITY HALL	OFFICE	UPLOADED PHOTOS IN CASES
2/25/2021	CITY HALL	PHONE CALLS / EMAILS	RETURNED
2/25/2021	FIELD	INSPECTIONS	CITY WIDE
2/25/2021	CE21-0044	VIOLATION	LETTER
2/25/2021	CE21-0043	VIOLATION	LETTER
2/25/2021	CE21-0042	VIOLATION	LETTER
2/25/2021	CE21-0019	RE INSPECTED	COMPLIED C/O
2/25/2021	CE21-0022	RE INSPECTED / COMPLIED	C/O
2/25/2021	CE21-0028	RE INSPECTED / COMPLIED	C/O
2/25/2021	CE21-0032	RE INSPECTED / COMPLIED	C/O

Code Enforcement Report

MARCH 2021

1]

DATE	ADDRESS	VIOLATION	STATUS
3/2/2021	CE21-0014	RE INSPECT/ COMPLIED	C/O
3/3/2021	CITY WIDE	SNIPES SIGNS	REMOVED 4 SIGNS
3/3/2021	CE21-0079	RE INSPECT	COMPLIED C/O
3/3/2021	CE21-0026	IN VIOLATION	LETTER
3/3/2021	CE21-0045	IN VIOLATION	LETTER
3/3/2021	CE21-0045	FIRE LEFT HOUSE INHABITABLE	POSTED STOP WORK
3/3/2021	CE21-0044	RE INSPECT/ COMPLIED	C/O
3/3/2021	CE21-0033	RE INSPECT/ COMPLIED	C/O
3/3/2021	CE21-0031	RE INSPECT/ COMPLIED	C/O
3/3/2021	CITY HALL	UPLOADED PHOTOS	PLACED IN CASES
3/4/2021	CITY HALL	PHONE CALLS /EMAILS	RETURNED
3/4/2021	CITY HALL	LIEN SEARCHES	EMAILED
3/4/2021	CE21-0034	RE INSPECTED	COMPLIED C/O
3/4/2021	CE21-0036	RE INSPECTED	COMPLIED C/O
3/4/2021	CITY HALL	OFFICE	UPLOADED PHOTOS TO CASES
3/4/2021	CITY WIDE	SNIPES SIGNS	REMOVED 11
3/4/2021	CITY HALL	OFFICE	STARTED FILE SET UP
3/9/2021	CE21-0026	RE INSPECTED	C/O PULLED SIGN
3/9/2021	CE21-0040	RE INSPECTED	C/O
3/9/2021	CE21-0048	IN VIOLATION	LETTER
3/9/2021	CE21-0041	RE INSPECT/ COMPLIED	C/O
3/10/2021	CITY HALL	PHONE CALLS /EMAILS	RETURNED
3/10/2021	CITY WIDE	FIELD	INSPECTIONS
3/10/2021	CE21-0053	IN VIOLATION	LETTER
3/10/2021	CE21-0049	IN VIOLATION	LETTER
3/10/2021	CE21-0052	IN VIOLATION	LETTER
3/10/2021	CE21-0051	IN VIOLATION	LETTER
3/10/2021	CE21-0050	IN VIOLATION	LETTER
3/10/2021	CE20-0079	PERMIT ISSUED	PAID C/O
3/10/2021	CE21-0042	RE INSPECTED/COMPLIED	C/O

3/11/2021	CITY HALL	PHONE CALLS /EMAILS	RETURNED
3/11/2021	CITY HALL	OFFICE	UPLOADED PHOTOS TO CASES
3/11/2021	CITY HALL	OFFICE	FILES FOR 2020
3/11/2021	FIELD	423 MARKLEN LOOP	MET BUILDING OFFICAL
3/11/2021	CE21-0043	RE INSPECTED/COMPLIED	C/O
3/11/2021	OFFICE	STARTED WORK ON PAPER	ON MARKLEN LOOP
3/11/2021	OFFICE	SM PHOTOS	SM FILES
3/15/2021	CITY HALL	PHONE CALLS /EMAILS	RETURNED
3/15/2021	CITY HALL	WORKED ON SM CASES	DOCUMENTS FOR SM
3/15/2021	FIELD	RE INSPECTIONS ON SM	CASES AND TO-DATE PHOTOS
3/15/2021	CE21-0052	RE INSPECTED/COMPLIED	C/O
3/15/2021	CE21-0049	RE INSPECTED/COMPLIED	C/O
3/16/2021	FIELD	CITY WIDE	RECHECKED SM CASES
3/16/2021	CITY WIDE	SNIPES SIGNS	REMOVED 12
3/16/2021	CITY HALL	PHONE CALLS /EMAILS	RETURNED
3/16/2021	CITY HALL	LIEN SEARCHES	EMAILED
3/16/2021	CITY HALL	OFFICE	SM FINAL PAPERWORK
3/16/2021	CITY HALL	GET PAPERS NOTARIZED	PLACE W FILES
3/17/2021	CITY HALL	PHONE CALLS /EMAILS	RETURNED
3/17/2021	CITY HALL	COMMISSION CHAMBER	SET FOR SM
3/17/2021	OFFICE	FINDING OF FACT	LETTERS /ENVELOPES
3/17/2021	COMMISSION CHAMBER	SPECIAL MAGISTRATE	HEARING
3/23/2021	CITY HALL	PHONE CALLS /EMAILS	RETURNED
3/23/2021	OFFICE	MADE FEW FOLLOW-UP CALLS	ON OPEN PERMITS
3/23/2021	FIELD	CITY WIDE	INSPECTIONS
3/23/2021	CE21-0048	RE INSPECTED/COMPLIED	C/O
3/23/2021	CE21-0050	RE INSPECTED STILL EXISTS	SM
3/23/2021	OFFICE	UPLOADED PHOTOS	INTO FILES
3/24/2021	CITY HALL	PHONE CALLS /EMAILS	RETURNED
3/24/2021	FIELD	INSPECTIONS	CITY WIDE
3/24/2021	CE21-0051	RE INSPECTED STILL EXISTS	SM
3/24/2021	CE21-0053	RE INSPECTED/COMPLIED	C/O
3/24/2021	CITY WIDE	SNIPES SIGNS	REMOVED 2
3/24/2021	CITY HALL	OFFICE	PAPER FILES
3/25/2021	CITY HALL	PHONE CALLS /EMAILS	RETURNED

3/25/2021	OFFICE	RECORDS REQUEST	COUNT DOCUMENT
3/25/2021	OFFICE	CHECKING HARD COPY	FILES IN 2020 & 2021
3/25/2021	CITY HALL	LIEN SEARCHES	EMAILED OUT
3/30/2021	CITY HALL	PHONE CALLS /EMAILS	RETURNED
3/30/2021	CITY HALL	WORKED ON CODE REPORT	FINISHED FEB
3/30/2021	OFFICE	RECORDS REQUEST	PULLED ALL HARD FILES
3/30/2021	OFFICE	CHECKED PERMIT	CALL/EXTENDED CASE
3/31/2021	CITY HALL	PHONE CALLS /EMAILS	RETURNED
3/31/2021	CITY HALL	LIEN SEARCHES	EMAILED
3/31/2021	OFFICE	FINISHED RECORDS REQUEST	AND COUNTED PAGES
3/31/2021	OFFICE	REFILED 2020	FILES
3/31/2021	OFFICE	WORKED ON THE MARCH	CODE REPORT

POLK CITY
Simple Balance Sheet

For Fiscal Year: 2021 thru Fiscal Month: Mar, for Fund: 01

Account Number	Account Title	Ending Bal	Net Amount
01-101-100	Cash - Checking	2,827,110.09	
01-101-800	Cash - GF Police Public Safety Impact Fees	212,016.72	
01-101-801	Cash - GF Fire Public Safety Impact Fees	134,126.96	
01-101-802	Cash - GF Recreation Impact Fees	401,069.77	
01-101-803	Cash - GF Gen Gov't Facilities Impact Fees	425,039.83	
01-101-990	Van Fleet Cycling Challenge	859.09	
01-102-100	Cash on Hand	575.00	
01-115-100	Accounts Receivable - Utilities	8,087.15-	
01-115-120	Accounts Receivable - Local Bus Licenses	3,540.00	
01-115-200	Accounts Receivable - Year End	94,577.06-	
01-133-100	Due From Other Governmental Units	45,031.24	
01-133-101	Due from Others (Franchise & Public Serv. Tax)	43,987.57	
01-153-302	Restricted Cash - New Local Opt Gas Tax	140,009.60	
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**		4,532,308.02
01-202-100	Accounts Payable	1,804.37	
01-202-900	Customer Deposits	3,485.00	
01-208-300	Due to County - Impact Fees	3,696.48	
01-208-310	Due to DCA - Bldg Permit Surcharge	153.58	
01-208-320	Due to Dept of Business - License Fees	117.98	
01-208-330	Due to PCSO - Police Education Revenue	75.05	
01-217-200	Accrued Sales Tax	49.05	
01-218-100	Payroll Taxes Payable	0.02-	
01-218-200	FRS Retirement Payable	242.47	
01-218-300	Health Plan Payable	66.76-	
01-218-320	Supplemental Insurance Payable	3,339.85	
01-218-400	Dental Plan Payable	282.89	
01-218-410	Vision Plan Payable	1,174.03	
	** TOTAL LIABILITY**		14,353.97
	** TOTAL ENCUMBRANCE**		0.00
01-271-100	Fund Balance Unreserved	3,800,792.05	
	** TOTAL EQUITY**		3,800,792.05
	** TOTAL REVENUE**		1,906,914.19
	** TOTAL EXPENSE**		1,189,752.19
	TOTAL LIABILITY AND EQUITY		4,532,308.02

POLK CITY
 MARCH 2021 MONTHLY FINANCIALS

GENERAL FUND REVENUES
 50.00 % Yr Complete For Fiscal Year: 2021 / 3

G/L		2020	2021	ADJ	2021	2021	2021	PERCENTAGE
ACCOUNT	DESCRIPTION	PRIOR YR REVENUE	ANTICIPATED REVENUE	ANTICIPATED	CURRENT REVENUE	YTD REVENUE	(EXCESS)/DEFICIT	REALIZED
01-311-100	Ad Valorem Taxes	951,733.27	1,040,510.00	1,040,510.00	0.00	956,693.50	83,816.50	91.94 %
01-312-300	9th Cent Gas Tax	14,117.36	13,968.00	13,968.00	1,455.55	5,701.52	8,266.48	40.82 %
01-312-400	Local Option Gas Tax	85,700.43	86,258.00	86,258.00	6,553.09	38,249.24	48,008.76	44.34 %
01-312-410	New Local Option Gas Tax	54,230.31	52,731.00	52,731.00	4,819.45	24,113.14	28,617.86	45.73 %
01-314-100	Electric - Utility Tax	126,936.41	112,579.00	112,579.00	9,318.28	49,827.22	62,751.78	44.26 %
01-314-300	Water - Utility Tax	72,327.05	88,123.00	88,123.00	5,747.62	28,482.93	59,640.07	32.32 %
01-314-301	Water - Utility Tax - Readiness to Se	1,615.15	0.00	0.00	0.00	0.00	0.00	0.00 %
01-314-400	Gas - Utility Tax	7,541.50	5,000.00	5,000.00	760.02	3,494.88	1,505.12	69.90 %
01-315-100	Communications Services Tax	200,328.08	205,410.00	205,410.00	8,954.70	74,689.85	130,720.15	36.36 %
01-316-100	Local Business Licenses	11,870.19	7,100.00	7,100.00	0.00	2,230.00	4,870.00	31.41 %
01-316-102	County Business Tax	1,776.28	300.00	300.00	0.00	265.65	34.35	88.55 %
01-316-103	FLC Delinquent Bus. Tax Program	1,110.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-322-100	Building Permits	78,940.17	11,290.00	11,290.00	1,885.52	24,088.73	(12,798.73)	213.36 %
01-322-101	Bldg Permit - Plan Checking	39,755.24	5,100.00	5,100.00	1,001.25	16,016.56	(10,916.56)	314.05 %
01-322-102	Bldg Permit - Admin Fee	4,980.00	400.00	400.00	280.00	2,510.00	(2,110.00)	627.50 %
01-322-103	Bldg Permit - Electrical	14,795.00	2,500.00	2,500.00	250.00	5,275.00	(2,775.00)	211.00 %
01-322-104	Bldg Permit - Plumbing	12,452.50	2,500.00	2,500.00	125.00	4,950.00	(2,450.00)	198.00 %
01-322-105	Bldg Permit - Mechanical	14,275.00	2,500.00	2,500.00	625.00	5,325.00	(2,825.00)	213.00 %
01-322-107	Bldg Permit - Cert of Occupancy	2,050.00	600.00	600.00	270.00	1,080.00	(480.00)	180.00 %
01-322-108	Bldg Permit - Inspections	90,341.66	100,000.00	100,000.00	9,190.00	49,017.00	50,983.00	49.02 %
01-323-100	Electric	73,774.53	76,492.00	76,492.00	0.00	14,921.63	61,570.37	19.51 %
01-323-300	Solid Waste	45,372.37	40,686.00	40,686.00	3,522.69	13,898.98	26,787.02	34.16 %
01-324-100	Police - Public Safety Impact Fee	53,513.89	1,290.00	1,290.00	644.99	17,414.73	(16,124.73)	1349.98 %
01-324-110	Fire/Rescue - Public Safety Impact Fe	27,698.53	690.00	690.00	345.11	8,972.86	(8,282.86)	1300.41 %
01-324-610	Parks & Recreation Impact Fee	83,476.02	20,803.00	20,803.00	1,040.16	28,429.43	(7,626.43)	136.66 %
01-324-710	Public Facilities Impact Fee	140,294.79	34,960.00	34,960.00	1,748.01	47,196.27	(12,236.27)	135.00 %
01-329-100	Contractors Registration	0.00	0.00	0.00	0.00	20.21	(20.21)	0.00 %
01-329-200	Other Lic./Fees/Permits	1,163.47	0.00	0.00	0.00	0.00	0.00	0.00 %
01-329-220	Site Plan Reviews	15,800.00	1,900.00	1,900.00	0.00	1,350.00	550.00	71.05 %
01-331-400	FEMA Federal Reimb. - Irma 2017	0.00	0.00	0.00	0.00	2,421.13	(2,421.13)	0.00 %
01-331-510	CDBG	0.00	650,000.00	650,000.00	0.00	0.00	650,000.00	0.00 %
01-334-400	FEMA State Reimb. - Irma 2017	750.00	0.00	0.00	0.00	134.51	(134.51)	0.00 %
01-335-120	MRS - State Sales Tax	59,063.48	59,636.00	59,636.00	4,998.21	29,989.26	29,646.74	50.29 %
01-335-122	SRS - 8th Cent. Motor Fuel Tax	17,276.89	17,415.00	17,415.00	1,459.62	8,757.70	8,657.30	50.29 %
01-335-123	MRS - Municipal Fuel Tax	7.00	7.00	7.00	0.65	3.86	3.14	55.14 %
01-335-140	Mobile Home License	6,891.93	5,184.00	5,184.00	188.42	3,977.40	1,206.60	76.72 %
01-335-150	Alcoholic Beverage License	978.88	1,126.00	1,126.00	0.00	97.89	1,028.11	8.69 %
01-335-180	Half-Cent Sales Tax	137,348.62	140,000.00	140,000.00	13,948.25	68,398.09	71,601.91	48.86 %
01-337-100	Library Coop Funding	43,226.22	31,990.00	31,990.00	0.00	30,629.11	1,360.89	95.75 %

POLK CITY
 MARCH 2021 MONTHLY FINANCIALS

GENERAL FUND REVENUES
 50.00 % Yr Complete For Fiscal Year: 2021 / 3

G/L ACCOUNT	DESCRIPTION	2020 PRIOR YR REVENUE	2021 ANTICIPATED REVENUE	ADJ ANTICIPATED	2021 CURRENT REVENUE	2021 YTD REVENUE	2021 (EXCESS)/DEFICIT	PERCENTAGE REALIZED
01-337-850	Polk County - Cares Act COVID-19	8,303.09	0.00	0.00	0.00	0.00	0.00	0.00 %
01-340-400	Solid Waste	329,293.35	318,612.00	318,612.00	28,454.54	139,821.41	178,790.59	43.88 %
01-340-700	Stormwater Utility Fees	33,742.42	30,000.00	30,000.00	2,928.16	14,288.20	15,711.80	47.63 %
01-340-900	Notary Fees	267.85	0.00	0.00	45.00	175.00	(175.00)	0.00 %
01-344-900	FDOT Maintenance Agreement	13,404.48	16,304.00	16,304.00	0.00	8,936.32	7,367.68	54.81 %
01-347-100	Library Income	5,254.74	4,500.00	4,500.00	540.47	3,139.64	1,360.36	69.77 %
01-351-110	Police Fines	0.00	0.00	0.00	922.60	922.60	(922.60)	0.00 %
01-351-120	Police Education	19.90	0.00	0.00	0.00	0.00	0.00	0.00 %
01-351-200	Fines, Penalties, and Forfeitures	8,759.62	4,000.00	4,000.00	0.00	6,162.80	(2,162.80)	154.07 %
01-359-100	Other Fines and/or Forfeitures	436.29	0.00	0.00	0.00	115.90	(115.90)	0.00 %
01-359-300	Late Fees	114.00	100.00	100.00	0.00	65.50	34.50	65.50 %
01-361-100	Interest Income	542.01	400.00	400.00	0.00	60.89	339.11	15.22 %
01-362-100	Activity Center Rentals	700.00	700.00	700.00	150.00	300.00	400.00	42.86 %
01-362-200	Donald Bronson Community Center Renta	6,100.00	5,500.00	5,500.00	0.00	1,050.00	4,450.00	19.09 %
01-365-100	Sales of Surplus Property	219.60	0.00	0.00	0.00	0.00	0.00	0.00 %
01-366-101	Private Donations - Christmas	1,925.00	1,775.00	1,775.00	0.00	2,000.00	(225.00)	112.68 %
01-366-102	Private Donations - Halloween	1,855.00	1,605.00	1,605.00	0.00	0.00	1,605.00	0.00 %
01-366-110	Private Donations - Library	76.75	0.00	0.00	0.00	0.00	0.00	0.00 %
01-369-100	Misc. Income	633.19	100.00	100.00	0.00	264.29	(164.29)	264.29 %
01-369-101	Misc Income - Copies and Faxes	4.00	0.00	0.00	0.00	2.00	(2.00)	0.00 %
01-369-102	Misc Income - Collection Allowance	12,232.73	5,000.00	5,000.00	208.39	3,968.31	1,031.69	79.37 %
01-369-120	Misc Income - Christmas	300.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-369-130	Misc Income - Halloween	60.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-369-400	Insurance Proceeds	2,155.40	1,500.00	1,500.00	0.00	1,451.00	49.00	96.73 %
01-369-500	Refund of State Gas Tax	894.41	0.00	0.00	444.79	567.05	(567.05)	0.00 %
01-381-400	Transfer From Enterprise Fund	25,000.00	155,000.00	155,000.00	155,000.00	155,000.00	0.00	100.00 %
DEPARTMENT TOTALS		2,945,806.05	3,364,144.00	3,364,144.00	267,825.54	1,906,914.19	1,457,229.81	56.68 %

POLK CITY
 MARCH 2021 MONTHLY FINANCIALS

General Fund Expenditures
 50.00 % Yr Complete For Fiscal Year: 2021 / 3

G/L ACCOUNT	DESCRIPTION	2020 ACTUALS	2021 ADOPTED BUDGET	2021 ADJ BUDGET	2021 MTD EXPENSES	2021 YTD EXPENSES	2021 AVAIL BUDGET	PERCENTAGE REALIZED
LEGISLATIVE								
01-511-120	Regular Salary - Wages - Legislative	11,100.00	10,800.00	10,800.00	900.00	4,500.00	6,300.00	41.67 %
01-511-160	Bonuses and Gift Certificates - Legis	2,707.11	2,500.00	2,500.00	0.00	2,707.10	(207.10)	108.28 %
01-511-210	Fica Taxes - Legislative	1,056.26	1,245.00	1,245.00	68.87	551.37	693.63	44.29 %
01-511-240	Worker's Compensation - Legislati	13.61	20.00	20.00	0.00	12.67	7.33	63.35 %
01-511-400	Travel and Training - Legislative	100.00	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
01-511-470	Printing and Reproduction - Legislati	135.66	300.00	300.00	0.00	0.00	300.00	0.00 %
01-511-480	Promo Activities & Legal Ads - Legisl	1,910.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-511-490	Other Current Charges - Legislative	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-511-510	Office Supplies - Legislative	53.44	500.00	500.00	0.00	0.00	500.00	0.00 %
01-511-520	Operating Supplies - Legislative	114.56	1,000.00	1,000.00	1,522.15	1,522.15	(522.15)	152.22 %
01-511-540	Books, Pub., Sub., & Memberships - Le	3,322.00	4,000.00	4,000.00	0.00	3,484.00	516.00	87.10 %
DEPARTMENT TOTAL		20,512.64	29,365.00	29,365.00	2,491.02	12,777.29	16,587.71	43.51 %
EXECUTIVE								
01-512-120	Regular Salary - Wages - Executive	160,677.32	174,425.00	174,425.00	13,416.00	81,837.62	92,587.38	46.92 %
01-512-130	Other Salaries and Wages - Executive	4,800.12	4,800.00	4,800.00	369.24	2,400.06	2,399.94	50.00 %
01-512-160	Bonuses and Gift Certificates - Execu	25,663.26	26,500.00	26,500.00	0.00	28,695.18	(2,195.18)	108.28 %
01-512-210	Fica Taxes - Executive	14,289.21	18,101.00	18,101.00	1,037.03	8,902.77	9,198.23	49.18 %
01-512-220	Retirement Contribution - Executive	32,263.61	37,616.00	37,616.00	2,893.28	18,716.67	18,899.33	49.76 %
01-512-230	Life & Health Insurance - Executive	18,819.54	19,078.00	19,078.00	1,589.82	9,538.92	9,539.08	50.00 %
01-512-240	Worker's Compensation - Executive	175.49	296.00	296.00	0.00	204.60	91.40	69.12 %
01-512-310	Professional Services - Executive	44.36	0.00	0.00	0.00	0.00	0.00	0.00 %
01-512-400	Travel and Training - Executive	742.22	9,000.00	6,000.00	0.00	150.00	5,850.00	1.67 %
01-512-410	Communication Services - Executive	990.82	1,400.00	1,400.00	110.32	659.52	740.48	47.11 %
01-512-460	Repairs and Maintenance - Executive	50.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-512-470	Printing and Reproduction - Executive	133.50	5,000.00	5,000.00	0.00	1,175.00	3,825.00	23.50 %
01-512-480	Promo Activities & Legal Ads - Execut	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-512-490	Other Current Charges - Executive	96.86	1,500.00	1,500.00	15.00	1,353.04	146.96	90.20 %
01-512-492	Recording & Other Fees - City Clerk	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-512-510	Office Supplies - Executive	243.54	2,000.00	2,000.00	15.49	366.09	1,633.91	18.30 %
01-512-520	Operating Supplies - Executive	2,085.11	3,000.00	4,500.00	659.98	731.97	3,768.03	24.40 %
01-512-540	Books, Pub., Sub., & Memberships - Ex	806.14	3,000.00	3,000.00	394.86	1,104.77	1,895.23	36.83 %
01-512-630	Improvements Other than Building - Ex	0.00	0.00	1,500.00	1,399.98	1,399.98	100.02	0.00 %

POLK CITY
 MARCH 2021 MONTHLY FINANCIALS

General Fund Expenditures
 50.00 % Yr Complete For Fiscal Year: 2021 / 3

G/L ACCOUNT	DESCRIPTION	2020 ACTUALS	2021 ADOPTED BUDGET	2021 ADJ BUDGET	2021 MTD EXPENSES	2021 YTD EXPENSES	2021 AVAIL BUDGET	PERCENTAGE REALIZED
DEPARTMENT TOTAL		261,881.10	308,716.00	308,716.00	21,901.00	157,236.19	151,479.81	50.93 %
CITY CLERK								
01-513-470	Printing and Reproduction - City Cler	3,389.76	0.00	0.00	0.00	0.00	0.00	0.00 %
01-513-510	Office Supplies - City Clerk	348.42	0.00	0.00	0.00	0.00	0.00	0.00 %
01-513-520	Operating Supplies - City Clerk	213.96	0.00	0.00	0.00	0.00	0.00	0.00 %
01-513-540	Books, Pub., Sub., & Memberships - Ci	260.00	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		4,212.14	0.00	0.00	0.00	0.00	0.00	0.00 %
LEGAL COUNSEL								
01-514-310	Professional Services - Legal Counsel	66,730.35	65,000.00	65,000.00	10,912.95	33,935.83	31,064.17	52.21 %
01-514-480	Promo Activities & Legal Ads - Legal	7,622.23	12,000.00	12,000.00	1,937.32	3,288.49	8,711.51	27.40 %
DEPARTMENT TOTAL		74,352.58	77,000.00	77,000.00	12,850.27	37,224.32	39,775.68	48.34 %
COMPREHENSIVE PLANNING								
01-515-310	Professional Services - Comp Planning	25,000.00	32,000.00	32,000.00	0.00	12,500.00	19,500.00	39.06 %
DEPARTMENT TOTAL		25,000.00	32,000.00	32,000.00	0.00	12,500.00	19,500.00	39.06 %
FINANCE AND ACCOUNTING								
01-516-120	Regular Salary - Wages - Fin & Acctng	87,674.55	95,468.00	95,468.00	7,360.23	44,907.04	50,560.96	47.04 %
01-516-140	Overtime - Fin & Acctng	203.11	544.00	544.00	0.00	0.00	544.00	0.00 %
01-516-210	Fica Taxes - Fin & Acctng	6,275.67	7,345.00	7,345.00	479.51	3,107.01	4,237.99	42.30 %
01-516-220	Retirement Contribution - Fin & Acctn	7,720.49	9,601.00	9,601.00	736.02	4,771.29	4,829.71	49.70 %

POLK CITY
 MARCH 2021 MONTHLY FINANCIALS

General Fund Expenditures
 50.00 % Yr Complete For Fiscal Year: 2021 / 3

G/L		2020	2021	2021	2021	2021	2021	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
01-516-230	Life & Health Insurance - Fin & Acctn	18,531.78	18,802.00	18,802.00	1,565.84	9,386.99	9,415.01	49.93 %
01-516-240	Worker's Compensation - Fin & Acc	109.94	163.00	163.00	0.00	112.62	50.38	69.09 %
01-516-310	Professional Services - Fin & Acctng	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-516-400	Travel and Training - Fin & Acctng	877.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-516-410	Communication Services - Fin & Acctng	782.31	800.00	800.00	66.66	398.76	401.24	49.85 %
01-516-510	Office Supplies - Fin & Acctng	2,182.43	1,300.00	1,300.00	0.00	643.74	656.26	49.52 %
01-516-520	Operating Supplies - Fin & Acctng	1,352.75	2,000.00	2,000.00	0.00	156.85	1,843.15	7.84 %
01-516-540	Books, Pub., Sub., & Memberships - Fi	229.88	450.00	450.00	0.00	0.00	450.00	0.00 %
DEPARTMENT TOTAL		125,939.91	140,473.00	140,473.00	10,208.26	63,484.30	76,988.70	45.19 %
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DEBT SERVICE								
01-517-710	Principal - CB&T Debt Service Pmts	76,806.16	79,394.00	79,394.00	9,984.21	42,720.76	36,673.24	53.81 %
01-517-720	Interest - CB&T Debt Service Pmts	43,004.36	40,417.00	40,417.00	0.00	17,184.50	23,232.50	42.52 %
DEPARTMENT TOTAL		119,810.52	119,811.00	119,811.00	9,984.21	59,905.26	59,905.74	50.00 %
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LAW ENFORCEMENT								
01-521-305	Contract Labor - Law Enf	101,297.00	103,323.00	103,323.00	0.00	51,661.50	51,661.50	50.00 %
01-521-310	Professional Services - Law Enf	27,896.00	29,000.00	29,000.00	2,176.00	13,104.00	15,896.00	45.19 %
01-521-460	Repairs and Maintenance - Law Enf	3,099.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-521-510	Office Supplies - Law Enf	0.00	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 %
DEPARTMENT TOTAL		132,292.00	133,023.00	133,023.00	2,176.00	64,765.50	68,257.50	48.69 %
=====								
BUILDING AND ZONING								
01-524-120	Regular Salary - Wages - Bldg & Zonin	88,576.24	97,944.00	97,944.00	7,534.40	46,014.44	51,929.56	46.98 %
01-524-140	Overtime - Bldg & Zoning	266.82	504.00	504.00	0.00	0.00	504.00	0.00 %
01-524-210	Fica Taxes - Bldg & Zoning	6,539.89	7,531.00	7,531.00	562.31	3,648.29	3,882.71	48.44 %

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G/L		2020	2021	2021	2021	2021	2021	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
01-524-220	Retirement Contribution - Bldg & Zoni	7,817.79	6,300.00	6,300.00	753.44	4,888.46	1,411.54	77.59 %
01-524-230	Life & Health Insurance - Bldg & Zoni	18,575.10	18,833.00	18,833.00	1,569.45	9,416.70	9,416.30	50.00 %
01-524-240	Worker's Compensation - Bldg & Zo	977.40	1,705.00	1,705.00	0.00	1,176.15	528.85	68.98 %
01-524-310	Professional Services - Bldg & Zoning	120,682.28	100,900.00	100,900.00	15,174.50	59,499.77	41,400.23	58.97 %
01-524-311	Engineering Services - Bldg & Zoning	0.00	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	50.00	450.00	10.00 %
01-524-480	Promo Activities & Legal Ads - Bldg &	432.20	0.00	0.00	0.00	0.00	0.00	0.00 %
01-524-510	Office Supplies - Bldg & Zoning	495.17	200.00	200.00	42.78	198.99	1.01	99.50 %
01-524-520	Operating Supplies - Bldg & Zoning	458.99	100.00	100.00	0.00	0.00	100.00	0.00 %
01-524-540	Books, Pub., Sub., & Memberships - Bl	179.88	120.00	120.00	14.99	74.95	45.05	62.46 %
DEPARTMENT TOTAL		245,001.76	235,637.00	235,637.00	25,651.87	124,967.75	110,669.25	53.03 %
CODE ENFORCEMENT								
01-529-120	Regular Salary - Wages - Code Enf	25,009.34	26,208.00	26,208.00	1,986.00	12,059.99	14,148.01	46.02 %
01-529-210	Fica Taxes - Code Enf	1,835.11	2,005.00	2,005.00	147.85	957.87	1,047.13	47.77 %
01-529-220	Retirement Contribution - Code Enf	2,192.28	2,621.00	2,621.00	198.60	1,286.84	1,334.16	49.10 %
01-529-230	Life & Health Insurance - Code Enf	9,062.92	9,353.00	9,353.00	767.19	4,603.14	4,749.86	49.22 %
01-529-240	Worker's Compensation - Code Enf	403.08	684.00	684.00	0.00	471.98	212.02	69.00 %
01-529-310	Professional Services - Code Enf	5,500.00	6,900.00	6,900.00	500.00	3,500.00	3,400.00	50.72 %
01-529-400	Travel and Training - Code Enf	274.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-529-410	Communication Services - Code Enf	682.78	795.00	795.00	56.66	338.76	456.24	42.61 %
01-529-470	Printing and Reproduction - Code Enf	219.69	250.00	250.00	0.00	0.00	250.00	0.00 %
01-529-480	Promo Activities & Legal Ads - Code E	0.00	200.00	200.00	0.00	0.00	200.00	0.00 %
01-529-492	Recording & Other Fees	0.00	200.00	200.00	0.00	0.00	200.00	0.00 %
01-529-510	Office Supplies - Code Enf	169.81	200.00	200.00	0.00	69.48	130.52	34.74 %
01-529-520	Operating Supplies - Code Enf	361.24	100.00	100.00	0.00	0.00	100.00	0.00 %
01-529-540	Books, Pub., Sub., & Memberships - Co	115.00	100.00	100.00	0.00	85.00	15.00	85.00 %
DEPARTMENT TOTAL		45,825.25	50,116.00	50,116.00	3,656.30	23,373.06	26,742.94	46.64 %
REFUSE/SANITATION								
01-534-341	Refuse Disposal - Residential - Refus	178,562.00	190,864.00	190,864.00	15,841.12	77,535.26	113,328.74	40.62 %

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G/L ACCOUNT	DESCRIPTION	2020 ACTUALS	2021 ADOPTED BUDGET	2021 ADJ BUDGET	2021 MTD EXPENSES	2021 YTD EXPENSES	2021 AVAIL BUDGET	PERCENTAGE REALIZED
01-534-342	Refuse Disposal - Commercial - Refuse	86,505.46	86,687.00	86,687.00	8,071.13	46,746.86	39,940.14	53.93 %
DEPARTMENT TOTAL		265,067.46	277,551.00	277,551.00	23,912.25	124,282.12	153,268.88	44.78 %
STORMWATER								
01-538-310	PROFESSIONAL SERVICES - STORMWATER	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-538-311	Engineering Services - Stormwater	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-538-400	Travel and Training - Stormwater	438.00	1,000.00	1,000.00	0.00	914.99	85.01	91.50 %
01-538-460	Repairs and Maintenance - Stormwater	16,095.00	50,000.00	50,000.00	638.99	638.99	49,361.01	1.28 %
01-538-492	Recording & Other Fees - Stormwater	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-538-540	Books, Pub., Sub., & Memberships - St	500.00	500.00	500.00	0.00	100.00	400.00	20.00 %
DEPARTMENT TOTAL		17,033.00	57,000.00	57,000.00	638.99	1,653.98	55,346.02	2.90 %
GENERAL GOV'T BUILDINGS								
01-539-310	Professional Services - Gen Gov't Bldg	20,228.36	8,000.00	8,000.00	380.00	3,953.72	4,046.28	49.42 %
01-539-312	Professional Services - Other - Gen G	1,777.23	5,000.00	5,000.00	308.34	784.18	4,215.82	15.68 %
01-539-411	City Hall - Communication - Gen Gov'	13,423.73	15,100.00	15,100.00	1,192.83	7,030.13	8,069.87	46.56 %
01-539-413	Public Works - Communication - Gen Go	2,403.28	2,000.00	2,000.00	210.55	1,259.84	740.16	62.99 %
01-539-414	Community Center-Communication-Gen Go	1,849.55	2,000.00	2,000.00	155.03	927.79	1,072.21	46.39 %
01-539-431	City Hall - Utilities - Gen Gov't Bldg	17,338.13	21,000.00	21,000.00	1,237.36	6,110.16	14,889.84	29.10 %
01-539-432	Activity Center - Utilities - Gen Gov	2,212.32	4,000.00	4,000.00	95.38	629.53	3,370.47	15.74 %
01-539-433	Public Works - Utilities - Gen Gov't.	2,802.04	3,000.00	3,000.00	153.74	832.13	2,167.87	27.74 %
01-539-434	Community Center-Utilities-Gen Gov't.	5,549.72	5,500.00	5,500.00	357.13	1,725.40	3,774.60	31.37 %
01-539-440	Rentals and Leases - Gen Gov't Bldgs	7,679.18	8,500.00	8,500.00	646.42	4,277.86	4,222.14	50.33 %
01-539-461	City Hall - Repairs & Maint - Gen Gov	31,955.15	12,000.00	12,000.00	454.00	9,629.98	2,370.02	80.25 %
01-539-462	Activity Center - Repairs & Maint - G	2,029.91	10,000.00	10,000.00	4,700.00	6,448.65	3,551.35	64.49 %
01-539-463	Public Works I - Repairs & Maint - Ge	3,151.94	7,000.00	7,000.00	0.00	1,059.69	5,940.31	15.14 %
01-539-464	Community Center-Repairs & Maint-Gen	14,108.14	8,000.00	8,000.00	40.73	929.75	7,070.25	11.62 %
01-539-466	Public Works/Utilities Oper - Repairs	4,309.22	5,000.00	5,000.00	0.00	561.23	4,438.77	11.22 %
01-539-490	Other Current Charges - Gen Gov't Bldg	0.00	2,000.00	2,000.00	0.00	92.50	1,907.50	4.63 %
01-539-521	City Hall - Operating Supplies - Gen	5,008.68	6,000.00	6,000.00	788.35	2,987.21	3,012.79	49.79 %
01-539-522	Activity Center - Operating Supplies	1,071.74	1,000.00	1,000.00	23.49	290.48	709.52	29.05 %

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ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
01-539-523	Public Works - Operating Supplies - G	9.59	1,500.00	1,500.00	0.00	7.82	1,492.18	0.52 %
01-539-524	Community Center-Operating Supplies-G	1,469.91	1,400.00	1,400.00	48.99	718.47	681.53	51.32 %
01-539-526	Public Works/Utilities Oper - Operati	134.53	1,500.00	1,500.00	0.00	29.24	1,470.76	1.95 %
01-539-631	City Hall - Improv. O/T Bldgs - Gen G	0.00	0.00	0.00	0.00	15,285.00	(15,285.00)	0.00 %
01-539-634	Community Center - Improv. O/T Bldgs	1,638.55	0.00	0.00	0.00	0.00	0.00	0.00 %
01-539-643	Public Works - Mach. & Equipment - Ge	9,316.77	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		149,467.67	129,500.00	129,500.00	10,792.34	65,570.76	63,929.24	50.63 %
ROADS AND STREETS								
01-541-120	Regular Salary - Wages - Roads & Stre	179,747.09	236,128.00	236,128.00	20,159.51	112,013.40	124,114.60	47.44 %
01-541-140	Overtime - Roads & Streets	1,389.16	4,562.00	4,562.00	0.00	486.29	4,075.71	10.66 %
01-541-210	Fica Taxes - Roads & Streets	13,420.86	18,413.00	18,413.00	1,512.78	8,964.65	9,448.35	48.69 %
01-541-220	Retirement Contribution - Roads & Str	15,867.43	24,069.00	24,069.00	2,015.95	11,935.52	12,133.48	49.59 %
01-541-230	Life & Health Insurance - Roads & Str	40,249.29	51,748.00	51,748.00	4,317.52	25,905.12	25,842.88	50.06 %
01-541-240	Worker's Compensation - Roads & S	12,386.28	22,082.00	22,082.00	0.00	16,638.24	5,443.76	75.35 %
01-541-310	Professional Services - Roads & Stree	124.20	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
01-541-311	Engineering Services - Roads & Street	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-541-400	Travel and Training - Roads & Streets	73.50	1,000.00	1,000.00	0.00	644.00	356.00	64.40 %
01-541-410	Communication Services - Roads & Stre	2,138.42	3,500.00	3,500.00	290.27	1,610.40	1,889.60	46.01 %
01-541-430	Utilities - Roads & Streets	32,357.33	30,000.00	30,000.00	2,522.07	13,383.17	16,616.83	44.61 %
01-541-460	Repairs and Maintenance - Roads & Str	7,171.38	15,000.00	15,000.00	0.00	147.45	14,852.55	0.98 %
01-541-461	Repairs & Maintenance-Equipment - Roa	12,064.04	8,000.00	8,000.00	147.46	3,442.91	4,557.09	43.04 %
01-541-464	Vehicle Fuel - Roads & Streets	5,538.88	8,000.00	8,000.00	609.13	3,233.10	4,766.90	40.41 %
01-541-465	Vehicle Maintenance - Roads & Streets	7,644.28	10,000.00	10,000.00	234.89	3,327.20	6,672.80	33.27 %
01-541-466	Public Works/Utilities Facility - Rep	939.73	6,000.00	6,000.00	24.52	1,009.55	4,990.45	16.83 %
01-541-493	Equipment Rental - Roads & Streets	0.00	2,000.00	2,000.00	0.00	300.00	1,700.00	15.00 %
01-541-510	Office Supplies - Roads & Streets	800.68	1,000.00	1,000.00	641.70	906.90	93.10	90.69 %
01-541-520	Operating Supplies - Roads & Streets	14,268.99	10,000.00	10,000.00	2,418.94	7,790.42	2,209.58	77.90 %
01-541-524	Chemicals - Roads & Streets	0.00	1,000.00	1,000.00	0.00	240.94	759.06	24.09 %
01-541-530	Road Materials & Supplies - Roads & S	4,250.57	9,000.00	9,000.00	0.00	1,572.72	7,427.28	17.47 %
01-541-531	Landscape Materials & Supplies - Road	5,342.45	5,000.00	5,000.00	17.47	1,522.68	3,477.32	30.45 %
01-541-540	Books, Pub., Sub., & Memberships - Ro	312.72	500.00	500.00	194.87	254.83	245.17	50.97 %
01-541-620	Buildings - Roads & Streets	0.00	5,000.00	5,000.00	0.00	4,875.66	124.34	97.51 %
01-541-630	Improvements Other than Building - Ro	146,736.90	650,000.00	650,000.00	0.00	0.00	650,000.00	0.00 %
01-541-640	Machinery & Equipment - Roads & Stree	62,009.62	31,000.00	31,000.00	23,477.05	23,477.05	7,522.95	75.73 %

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DEPARTMENT TOTAL		564,833.80	1,159,002.00	1,159,002.00	58,584.13	243,682.20	915,319.80	21.03 %
LIBRARY								
01-571-120	Regular Salary - Wages - Library	73,448.52	96,106.00	96,106.00	4,673.83	31,268.30	64,837.70	32.54 %
01-571-140	Overtime - Library	904.94	1,124.00	1,124.00	0.00	0.00	1,124.00	0.00 %
01-571-210	Fica Taxes - Library	5,382.52	7,438.00	7,438.00	349.02	2,484.77	4,953.23	33.41 %
01-571-220	Retirement Contribution - Library	6,531.91	9,723.00	9,723.00	467.38	3,355.13	6,367.87	34.51 %
01-571-230	Life & Health Insurance - Library	18,490.03	18,730.00	18,730.00	780.51	6,251.71	12,478.29	33.38 %
01-571-240	Worker's Compensation - Library	105.04	165.00	165.00	0.00	113.22	51.78	68.62 %
01-571-310	Professional Services - Library	3,677.85	2,325.00	2,325.00	87.50	224.06	2,100.94	9.64 %
01-571-312	Professional Services - Other - Libr	95.00	3,000.00	3,000.00	0.00	882.00	2,118.00	29.40 %
01-571-400	Travel and Training - Library	0.00	700.00	700.00	0.00	0.00	700.00	0.00 %
01-571-410	Communication Services - Library	4,110.59	6,500.00	6,500.00	285.95	1,358.71	5,141.29	20.90 %
01-571-420	Education Reimbursement - Library	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-571-430	Utilities - Library	3,636.41	5,000.00	5,000.00	171.09	1,021.71	3,978.29	20.43 %
01-571-460	Repairs and Maintenance - Library	2,578.63	4,100.00	4,100.00	4,700.00	6,169.92	(2,069.92)	150.49 %
01-571-480	Promo Activities & Legal Ads - Librar	386.42	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-571-490	Other Current Charges - Library	42.79	0.00	0.00	0.00	0.00	0.00	0.00 %
01-571-510	Office Supplies - Library	495.06	1,500.00	1,500.00	0.00	86.92	1,413.08	5.79 %
01-571-520	Operating Supplies - Library	9,447.12	9,000.00	9,000.00	1,914.87	2,388.14	6,611.86	26.53 %
01-571-540	Books, Pub., Sub., & Memberships - Li	944.51	1,200.00	1,200.00	0.00	49.00	1,151.00	4.08 %
01-571-620	Buildings - Library	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
01-571-630	Improvements Other than Building - Li	12,510.00	2,000.00	2,000.00	416.46	416.46	1,583.54	20.82 %
01-571-640	Machinery & Equipment - Library	0.00	0.00	0.00	3,868.00	3,868.00	(3,868.00)	0.00 %
01-571-660	Books, Pub. & Library Materials - Libr	16,431.77	18,000.00	18,000.00	816.74	5,098.53	12,901.47	28.33 %
DEPARTMENT TOTAL		159,219.11	201,611.00	201,611.00	18,531.35	65,036.58	136,574.42	32.26 %
PARKS								
01-572-310	Professional Services - Parks	10,114.07	0.00	300.00	62.50	62.50	237.50	0.00 %
01-572-430	Utilities - Parks	10,430.39	15,000.00	15,000.00	1,137.06	7,949.17	7,050.83	52.99 %
01-572-460	Repairs and Maintenance - Parks	24,926.76	15,000.00	49,628.70	15,401.73	23,968.79	25,659.91	159.79 %

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01-572-490	Other Current Charges - Parks	0.00	0.00	0.00	0.00	305.79	(305.79)	0.00 %
01-572-493	Equipment Rental - Parks	630.42	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-572-520	Operating Supplies - Parks	2,260.20	2,000.00	2,000.00	245.00	737.36	1,262.64	36.87 %
01-572-630	Improvements Other than Building - Pa	2,732.23	10,000.00	10,000.00	0.00	1,051.83	8,948.17	10.52 %
DEPARTMENT TOTAL		51,094.07	44,000.00	78,928.70	16,846.29	34,075.44	44,853.26	77.44 %
SPECIAL EVENTS								
01-574-310	Professional Services - Spec Events	560.00	2,000.00	0.00	0.00	0.00	0.00	0.00 %
01-574-440	Rentals and Leases - Spec Events	3,387.40	2,000.00	0.00	0.00	0.00	0.00	0.00 %
01-574-470	Printing and Reproduction - Spec Even	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00 %
01-574-480	Promo Activities & Legal Ads - Spec E	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00 %
01-574-490	Other Current Charges - Spec Events	145.58	1,000.00	2,000.00	0.00	2,000.00	0.00	200.00 %
01-574-520	Operating Supplies - Spec Events	9,010.97	10,000.00	71.30	0.00	71.30	0.00	0.71 %
DEPARTMENT TOTAL		13,103.95	17,000.00	2,071.30	0.00	2,071.30	0.00	12.18 %
NON-DEPARTMENTAL								
01-590-310	Professional Services - Non-Dept	8,984.34	20,000.00	20,000.00	458.75	3,429.99	16,570.01	17.15 %
01-590-311	Engineering Services - Non-Dept	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-590-312	Professional Services - Other - Non-D	9,810.00	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
01-590-315	Inmate Labor - GF Non - Dept	13,133.53	28,749.00	28,749.00	7,187.12	14,374.25	14,374.75	50.00 %
01-590-320	Accounting and Auditing - Non-Dept	14,502.40	17,000.00	17,000.00	617.10	5,732.51	11,267.49	33.72 %
01-590-450	Liability Insurance - Non-Dept	46,712.00	63,000.00	63,000.00	0.00	57,791.00	5,209.00	91.73 %
01-590-464	Vehicle Fuel - Non- Departmental	266.36	500.00	500.00	0.00	77.33	422.67	15.47 %
01-590-465	Vehicle Maintenance - Non-Departmenta	122.50	500.00	500.00	0.00	92.98	407.02	18.60 %
01-590-510	Office Supplies - Non-Departmental	713.26	2,000.00	2,000.00	0.00	209.93	1,790.07	10.50 %
01-590-520	Operating Supplies - Non-Dept	1,017.88	3,000.00	3,000.00	0.00	1,514.26	1,485.74	50.48 %
01-590-521	Emergencies & Contingencies - Operati	3,832.79	10,000.00	10,000.00	0.00	525.45	9,474.55	5.25 %
01-590-525	Uniforms - Non Dept	704.57	2,000.00	2,000.00	199.56	1,174.47	825.53	58.72 %
01-590-528	Postage - Non-Dept	226.45	1,000.00	1,000.00	0.00	3,147.85	(2,147.85)	314.79 %
01-590-540	Books, Pub., Sub., & Memberships -NON	2,725.00	3,000.00	3,000.00	0.00	2,770.55	229.45	92.35 %
01-590-930	Transfer - Police Public Safety Impac	0.00	1,290.00	1,290.00	0.00	0.00	1,290.00	0.00 %

POLK CITY
 MARCH 2021 MONTHLY FINANCIALS

General Fund Expenditures
 50.00 % Yr Complete For Fiscal Year: 2021 / 3

G/L		2020	2021	2021	2021	2021	2021	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
01-590-931	Transfer to Fire Public Safety Impact	0.00	690.00	690.00	0.00	0.00	690.00	0.00 %
01-590-932	Transfer - Parks & Rec Impact Reserve	0.00	20,803.00	20,803.00	0.00	0.00	20,803.00	0.00 %
01-590-933	Transfer -Public Facility Impact Rese	0.00	34,960.00	34,960.00	0.00	0.00	34,960.00	0.00 %
01-590-940	Reserves - Unrestricted Reserves - No	0.00	49,700.00	29,700.00	0.00	0.00	29,700.00	0.00 %
01-590-950	Transfer to Rstr Streets Paving-Non-D	0.00	52,957.00	52,957.00	0.00	0.00	52,957.00	0.00 %
01-590-991	Aids to Private Organizations - Non-D	350.00	3,500.00	3,500.00	350.00	700.00	2,800.00	20.00 %
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	8,722.63	10,000.00	10,000.00	0.00	1,473.69	8,526.31	14.74 %
01-590-999	Other - Non-Operating Charges - Non-D	10,487.14	12,190.00	12,190.00	194.00	4,131.88	8,058.12	33.90 %
DEPARTMENT TOTAL		122,318.35	352,339.00	332,339.00	9,006.53	97,146.14	235,192.86	27.57 %
General Fund Revenues Total		2,945,806.05	3,364,144.00	3,364,144.00	267,825.54	1,906,914.19	1,457,229.81	43.32%
General Fund Expenditures Total		-2,396,965.24	-3,364,144.00	-3,364,144.00	-227,230.81	-1,189,752.19	-2,200,751.84	65.42%
Total Revenue vs. Expenditures		548,840.81	0.00	0.00	49,594.73	717,162.00	-743,522.03	

POLK CITY
Simple Balance Sheet

For Fiscal Year: 2021 thru Fiscal Month: Mar, for Fund: 05

Account Number	Account Title	Ending Bal	Net Amount
05-101-100	Cash - Checking	1,852,228.47	
05-101-710	Cash - Enterprise Fund Capital Imprvmnts	52,898.45	
05-101-800	Cash - Sewer Impact Fee Account	2,014,082.04	
05-101-900	Cash - Water Impact Fee Account	522,807.30	
05-101-915	Tax Exempt Leasing - Sinking Fund	11,742.37	
05-101-916	US Bank - Sink Fund	379,900.03	
05-101-917	US Bank - Renewal & Replacement Series	28,892.23	
05-101-918	DEP Loan WW531400 - Sink Fund	0.02	
05-101-919	DEP Loan WW531402 - Sink Fund	14,314.92	
05-101-920	Cash - Customer Deposits	372,632.00	
05-115-100	Accounts Receivable - Utilities	32,458.00-	
05-115-130	Accounts Receivable - Readiness to Serve	85,040.48	
05-117-200	Allowance for Uncollectible A/R	68,835.67-	
05-155-300	Prepaid Insurance - Deferred Bond Series 2017	34,491.40	
05-159-100	Deferred Outflows - Related to Pension	101,024.77	
05-159-200	Deferred Outflows - Loss on Refunding	747,878.23	
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	2,762,913.00	
05-164-100	Utility Plant in Service	14,600,307.00	
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	576,579.48	
05-167-900	Accumulated Depreciation - Equipment	4,316,835.07-	
05-169-900	CIP - Construction Costs	20,211.25	
	** TOTAL ASSET**		19,767,136.74
05-202-100	Accounts Payable	735.55	
05-202-900	Customer Deposits	341,756.40	
05-203-100	Accumulated Interest Payable	52,246.31	
05-203-600	SRF Loan WW51201P	1,934,354.67	
05-203-610	SRF Loan WW53140/SG531401 Effluent Disposal	33,938.94	
05-203-615	SRF Loan WW531402/SG531403	2,103,111.00	
05-203-710	US Bank 2017 Bond Note	7,935,000.00	
05-203-750	Tax Exempt Leasing Loan	22,847.48	
05-203-910	Unamortized Bond Premiums - US Bank	556,556.27	
05-208-305	Taxes Payable	4,130.82-	
05-225-100	Deferred Inflows - Related to Pension	4,361.28	
05-234-100	L-T-D - Current Portion	1,753,885.21	
05-234-901	Less: Current Portion of LTD	1,753,885.21-	
05-235-900	Net Pension Liability	237,687.81	
	** TOTAL LIABILITY**		13,218,464.89
05-243-100	Encumbrances Placed	99,402.30	
05-245-100	Reserved for Encumbrances	99,402.30	
	** 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	4,961,592.35	
05-271-200	Net Asset Adjustment Account	10,071.23-	
05-272-100	Retained Earnings	734,552.82	
	** TOTAL EQUITY**		6,321,303.54

POLK CITY
Simple Balance Sheet

For Fiscal Year: 2021 thru Fiscal Month: Mar, for Fund: 05

Account Number	Account Title	Ending Bal	Net Amount
	** TOTAL REVENUE**		1,269,997.91
	** TOTAL EXPENSE**		1,042,629.60
	TOTAL LIABILITY AND EQUITY		19,767,136.74

POLK CITY
 MARCH 2021 MONTHLY FINANCIALS

ENTERPRISE FUND REVENUE
 50.00 % Yr Complete For Fiscal Year: 2021 / 3

G/L ACCOUNT	DESCRIPTION	2020 PRIOR YR REVENUE	2021 ANTICIPATED REVENUE	ADJ ANTICIPATED	2021 CURRENT REVENUE	2021 YTD REVENUE	2021 (EXCESS) /DEFICIT	PERCENTAGE REALIZED
05-314-301	RTS - City 10% UTY T	1,956.96	0.00	0.00	0.00	131.61	(131.61)	0.00 %
05-324-210	Water Impact Fees	148,495.00	34,940.00	34,940.00	3,494.00	59,398.00	(24,458.00)	170.00 %
05-324-220	Sewer Impact Fees	353,200.00	88,300.00	88,300.00	8,830.00	141,280.00	(52,980.00)	160.00 %
05-325-111	Connection Fees - Water - Cash Basis	71,340.00	17,400.00	17,400.00	3,480.00	29,580.00	(12,180.00)	170.00 %
05-325-112	Connection Fees - Water - Accrual Bas	3,840.44	0.00	0.00	0.00	0.00	0.00	0.00 %
05-325-210	Readiness to Serve Charge - Sewer	25,570.56	0.00	0.00	0.00	1,276.80	(1,276.80)	0.00 %
05-325-211	Readiness to Serve Charge - Water	19,568.05	0.00	0.00	0.00	1,315.93	(1,315.93)	0.00 %
05-329-200	Other Lic./Fees/Permits	4,862.64	1,300.00	1,300.00	102.96	662.76	637.24	50.98 %
05-340-300	Water Utility Revenue	1,276,748.86	1,423,995.00	1,423,995.00	97,176.32	501,989.61	922,005.39	35.25 %
05-340-500	Sewer Utility Revenue	1,191,404.65	1,331,832.00	1,331,832.00	102,465.56	509,864.21	821,967.79	38.28 %
05-359-100	Other Fines and/or Forfeitures	25,430.00	21,140.00	21,140.00	770.00	7,095.00	14,045.00	33.56 %
05-359-200	Non Sufficient Funds	1,140.00	1,206.00	1,206.00	100.00	655.00	551.00	54.31 %
05-359-300	Late Fees	18,994.50	30,000.00	30,000.00	1,858.50	13,989.00	16,011.00	46.63 %
05-369-100	Misc. Income	3,901.05	0.00	0.00	18.04	18.04	(18.04)	0.00 %
05-369-111	Cash Drawer Overage	20.00	0.00	0.00	0.00	(10.00)	10.00	0.00 %
05-369-112	Cash Drawer Overage - Bank Rec	142.30	0.00	0.00	0.00	2,751.95	(2,751.95)	0.00 %
05-369-400	Insurance Proceeds	5,681.63	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTALS		3,152,296.64	2,950,113.00	2,950,113.00	218,295.38	1,269,997.91	1,680,115.09	43.05 %

POLK CITY
MARCH 2021 MONTHLY FINANCIALS

Enterprise Fund Expenditures
50.00 % Yr Complete For Fiscal Year: 2021 / 3

G/L		2020	2021	2021	2021	2021	2021	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
	Water							
05-533-120	Regular Salary - Wages - Water Oper	169,222.22	255,102.00	255,102.00	17,925.21	89,440.23	165,661.77	35.06 %
05-533-140	Overtime - Water Oper	3,992.69	7,539.00	7,539.00	254.36	2,399.41	5,139.59	31.83 %
05-533-210	Fica Taxes - Water Oper	12,804.84	20,092.00	20,092.00	1,354.68	7,205.15	12,886.85	35.86 %
05-533-220	Retirement Contribution - Water Oper	30,140.35	25,583.00	25,583.00	1,817.96	10,422.56	15,160.44	40.74 %
05-533-230	Life & Health Insurance - Water Oper	42,411.53	56,218.00	56,218.00	3,912.32	21,909.64	34,308.36	38.97 %
05-533-240	Worker's Compensation - Water Oper	6,304.58	6,036.00	6,036.00	0.00	2,910.39	3,125.61	48.22 %
05-533-310	Professional Services - Water Oper	49,998.51	20,000.00	20,000.00	3,244.58	7,377.73	12,622.27	36.89 %
05-533-311	Engineering Services - Water Oper	17,239.54	30,000.00	30,000.00	760.00	6,492.84	23,507.16	21.64 %
05-533-312	Professional Services - Other - Water	2,810.93	20,000.00	20,000.00	488.76	1,045.49	18,954.51	5.23 %
05-533-313	Professional Services - Polk Regional	3,781.42	0.00	23,000.00	0.00	1,859.40	21,140.60	0.00 %
05-533-400	Travel and Training - Water Oper	1,180.06	500.00	500.00	315.00	675.00	(175.00)	135.00 %
05-533-410	Communication Services - Water Oper	3,905.95	3,500.00	3,500.00	468.68	2,793.40	706.60	79.81 %
05-533-430	Utilities - PW/Utilities Facility Wat	1,453.33	0.00	1,500.00	95.97	635.81	864.19	0.00 %
05-533-431	Mt. Olive WTP - Utilities - Water Ope	4,303.94	6,900.00	6,900.00	223.91	1,236.00	5,664.00	17.91 %
05-533-432	Commonwealth WTP - Utilities - Water	393.06	4,620.00	4,620.00	215.87	2,631.57	1,988.43	56.96 %
05-533-433	V.Matt Williams WTP - Utilities - Wat	24,860.27	12,000.00	12,000.00	695.56	2,775.56	9,224.44	23.13 %
05-533-460	Repairs and Maintenance - Water Oper	43,799.35	40,000.00	94,945.00	20,403.20	42,675.66	52,269.34	106.69 %
05-533-461	Mt. Olive WTP - Repairs and Maint - W	19,381.71	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
05-533-462	Commonwealth WTP - Repairs and Maint	3,048.35	10,000.00	10,000.00	0.00	3.90	9,996.10	0.04 %
05-533-463	V.Matt Williams WTP - Repairs and Mai	4,156.25	10,000.00	10,000.00	0.00	34,205.59	(24,205.59)	342.06 %
05-533-464	Vehicle Fuel - Water Oper	8,762.33	7,000.00	7,000.00	707.97	3,621.16	3,378.84	51.73 %
05-533-465	Vehicle Maintenance - Water Oper	6,670.90	8,000.00	8,000.00	0.00	1,241.12	6,758.88	15.51 %
05-533-466	Public Works/Utilities Facility - Rep	1,191.18	0.00	0.00	0.00	2.99	(2.99)	0.00 %
05-533-470	Printing and Reproduction - Water Ope	567.50	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-492	Recording & Other Fees - Water Oper	3,300.00	0.00	0.00	0.00	140.00	(140.00)	0.00 %
05-533-493	Equipment Rental - Water Oper	218.38	4,300.00	4,300.00	0.00	0.00	4,300.00	0.00 %
05-533-510	Office Supplies - Water Oper	454.00	1,000.00	1,000.00	0.00	124.17	875.83	12.42 %
05-533-520	Operating Supplies - Water Oper	17,319.24	15,000.00	15,000.00	1,807.70	3,760.15	10,828.05	25.07 %
05-533-524	Chemicals - Water Oper	5,920.25	9,000.00	9,000.00	820.00	1,631.00	7,369.00	18.12 %
05-533-526	Meter Supplies - New Installs - Water	78,672.44	90,000.00	90,000.00	0.00	21,019.35	68,980.65	23.35 %
05-533-527	Meter Supplies - Repairs & Maintenanc	50,827.61	80,000.00	80,000.00	2,502.09	24,112.90	55,887.10	30.14 %
05-533-540	Books, Pub., Sub., & Memberships - Wa	759.88	2,000.00	2,000.00	89.94	913.54	1,086.46	45.68 %
05-533-605	Depreciation Expense - Water Oper	125,386.03	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-630	Improvements Other than Building - Wa	0.00	0.00	5,000.00	0.00	2,437.84	2,562.16	0.00 %
05-533-640	Machinery & Equipment - Water Oper	0.00	0.00	0.00	0.00	529.85	(529.85)	0.00 %
05-533-641	Mt. Olive WTP - Machinery & Equipment	124,934.00	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00 %
05-533-710	Principal - Water Oper	0.00	81,559.00	81,559.00	22,847.48	22,847.48	58,711.52	28.01 %

POLK CITY
 MARCH 2021 MONTHLY FINANCIALS

Enterprise Fund Expenditures
 50.00 % Yr Complete For Fiscal Year: 2021 / 3

G/L	DESCRIPTION	2020	2021	2021	2021	2021	2021	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
05-533-720	Interest - Water Oper	74,104.73	71,763.00	71,763.00	637.41	36,205.23	35,557.77	50.45 %
DEPARTMENT TOTAL		944,277.35	987,712.00	1,072,157.00	81,588.65	357,282.11	714,463.09	36.17 %
Sewer								
05-535-120	Regular Salary - Wages - Sewer Oper	101,693.80	109,923.00	109,923.00	8,642.60	48,596.88	61,326.12	44.21 %
05-535-140	Overtime - Sewer Oper	5,255.37	6,469.00	6,469.00	240.97	2,161.47	4,307.53	33.41 %
05-535-210	Pica Taxes - Sewer Oper	7,942.13	8,904.00	8,904.00	668.80	4,061.11	4,842.89	45.61 %
05-535-220	Retirement Contribution - Sewer Oper	18,330.59	11,563.00	11,563.00	888.36	5,840.93	5,722.07	50.51 %
05-535-230	Life & Health Insurance - Sewer Oper	23,213.93	23,383.00	23,383.00	1,961.41	11,768.46	11,614.54	50.33 %
05-535-240	Worker's Compensation - Sewer Oper	0.00	4,140.00	4,140.00	0.00	2,875.13	1,264.87	69.45 %
05-535-310	Professional Services - Sewer Oper	59,381.68	20,000.00	20,000.00	1,507.00	15,024.00	4,976.00	75.12 %
05-535-311	Engineering Services - Sewer Oper	9,435.75	20,000.00	20,000.00	817.00	817.00	19,183.00	4.09 %
05-535-312	Professional Services - Other - Sewer	583.32	0.00	0.00	95.83	191.66	(191.66)	0.00 %
05-535-400	Travel and Training - Sewer Oper	251.05	1,000.00	1,000.00	265.00	265.00	735.00	26.50 %
05-535-410	Communication Services - Sewer Oper	3,360.67	2,500.00	2,500.00	338.58	2,027.25	472.75	81.09 %
05-535-411	Cardinal Hill WWTP - Comm Srvc - Sew	131.70	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
05-535-412	Mt. Olive WWTP - Comm Srvc - Sewer O	2,222.70	2,500.00	2,500.00	199.80	1,197.80	1,302.20	47.91 %
05-535-430	Utilities - PW/Utilities Facility Sew	6,233.33	7,000.00	7,000.00	369.94	1,961.86	5,038.14	28.03 %
05-535-431	Cardinal Hill WWTP - Utilities - Sewe	24,065.27	21,000.00	21,000.00	1,705.85	8,601.74	12,398.26	40.96 %
05-535-432	Mt. Olive WWTP - Utilities - Sewer Op	8,785.08	11,000.00	11,000.00	845.16	3,881.48	7,118.52	35.29 %
05-535-440	Rentals and Leases - Sewer Oper	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
05-535-460	Repairs and Maintenance - Sewer Oper	95,234.36	100,000.00	100,000.00	3,254.51	34,183.29	65,816.71	34.18 %
05-535-461	Cardinal Hill - Repairs and Maint - S	9,204.60	40,000.00	40,000.00	0.00	8,139.14	31,860.86	20.35 %
05-535-464	Vehicle Fuel - Sewer Oper	12,077.55	4,000.00	4,000.00	912.26	3,487.98	512.02	87.20 %
05-535-465	Vehicle Maintenance - Sewer Oper	8,286.85	10,000.00	10,000.00	2,077.01	2,914.49	7,085.51	29.14 %
05-535-466	Public Works/Utilities Facility - Rep	275.08	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-470	Printing and Reproduction - Sewer Ope	157.80	60.00	60.00	0.00	0.00	60.00	0.00 %
05-535-490	Other Current Charges - Sewer Oper	47.61	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-492	Recording & Other Fees - Sewer Oper	100.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-535-493	Equipment Rental - Sewer Oper	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
05-535-510	Office Supplies - Sewer Oper	300.98	1,000.00	1,000.00	0.00	124.08	875.92	12.41 %
05-535-520	Operating Supplies - Sewer Oper	7,830.07	8,000.00	8,000.00	382.40	3,618.72	4,381.28	45.23 %
05-535-522	Cardinal Hill WWTP - Sludge Hauling	14,783.22	0.00	18,000.00	5,574.48	13,849.96	4,150.04	0.00 %
05-535-524	Chemicals - Sewer Oper	19,863.25	17,000.00	17,000.00	2,615.50	12,421.30	4,578.70	73.07 %
05-535-540	Books, Pub., Sub., & Memberships - Se	580.00	1,000.00	1,000.00	89.94	89.94	910.06	8.99 %

POLK CITY
 MARCH 2021 MONTHLY FINANCIALS

Enterprise Fund Expenditures
 50.00 % Yr Complete For Fiscal Year: 2021 / 3

G/L ACCOUNT	DESCRIPTION	2020 ACTUALS	2021 ADOPTED BUDGET	2021 ADJ BUDGET	2021 MTD EXPENSES	2021 YTD EXPENSES	2021 AVAIL BUDGET	PERCENTAGE REALIZED
05-535-605	Depreciation Expense - Sewer Oper	341,232.28	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-630	Improvements Other than Building - Se	0.00	15,000.00	20,000.00	0.00	2,437.84	17,562.16	16.25 %
05-535-640	Machinery & Equipment - Sewer Oper	0.00	92,682.00	99,520.34	0.00	529.84	0.00	0.57 %
05-535-641	Cardinal Hill - Mach & Equip - Sewer	0.00	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
05-535-710	Principal - Sewer Oper	852.80	358,501.00	358,501.00	64,651.10	63,798.30	294,702.70	17.80 %
05-535-712	Principal - DEP Effluent Disposal Loa	0.00	0.00	0.00	0.00	9,063.82	(9,063.82)	0.00 %
05-535-720	Interest - Sewer Oper	294,131.09	287,565.00	287,565.00	23,437.94	143,600.42	143,964.58	49.94 %
05-535-722	Interest - DEP Effluent Disposal Loan	5,078.00	0.00	0.00	0.00	19.75	(19.75)	0.00 %
05-535-730	Other Debt Service Costs - Sewer Oper	0.00	0.00	0.00	0.00	5,231.30	(5,231.30)	0.00 %
DEPARTMENT TOTAL		1,080,921.91	1,255,690.00	1,285,528.34	121,541.44	412,781.94	773,755.90	32.87 %
=====								
EF Non-Departmental								
05-590-310	Professional Services - Non-Dept	24,052.24	25,000.00	25,000.00	2,532.43	12,207.80	12,792.20	48.83 %
05-590-312	Professional Services - Other - Non-D	8,240.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
05-590-315	Inmate Labor - EF Non - Dept	13,133.51	28,749.00	28,749.00	7,187.13	14,374.25	14,374.75	50.00 %
05-590-320	Accounting and Auditing - Non-Dept	29,444.32	25,000.00	25,000.00	1,252.90	11,638.74	13,361.26	46.55 %
05-590-440	Rentals and Leases - Non-Dept	4,306.10	4,500.00	4,500.00	366.25	2,066.26	2,433.74	45.92 %
05-590-450	Liability Insurance - Non-Dept	46,712.00	63,000.00	63,000.00	0.00	57,791.00	5,209.00	91.73 %
05-590-510	Office Supplies - Non-Departmental	484.65	1,000.00	1,000.00	0.00	59.98	940.02	6.00 %
05-590-520	Operating Supplies - Non-Dept	230.50	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-590-521	Emergencies & Contingencies - Operati	14,921.00	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
05-590-525	Uniforms - Non Dept	1,604.90	4,500.00	4,500.00	385.92	1,159.82	3,340.18	25.77 %
05-590-528	Postage - Non-Dept	0.00	3,000.00	3,000.00	0.00	1,000.00	2,000.00	33.33 %
05-590-540	Books, Pub., Sub., & Memberships -NON	1,152.00	2,000.00	2,000.00	0.00	2,311.34	(311.34)	115.57 %
05-590-720	Interest - Bond 2017 Issue	(43,474.44)	0.00	0.00	0.00	0.00	0.00	0.00 %
05-590-730	Other Debt Service Costs	62,278.80	0.00	0.00	0.00	0.00	0.00	0.00 %
05-590-920	Transfer to General Fund - Non-Dept	25,000.00	155,000.00	155,000.00	155,000.00	155,000.00	0.00	100.00 %
05-590-930	Transfer to Water Impact Fee Reserves	0.00	34,940.00	34,940.00	0.00	0.00	34,940.00	0.00 %
05-590-931	Transfer to Sewer Impact Fee Reserves	0.00	73,300.00	73,300.00	0.00	0.00	73,300.00	0.00 %
05-590-940	Reserves - Unrestricted Reserves NON-	0.00	244,722.00	130,438.66	0.00	0.00	130,438.66	0.00 %
05-590-992	Unemployment Claims - Non-Dept	946.40	2,000.00	2,000.00	0.00	1,324.96	675.04	66.25 %
05-590-994	Bank Fees - Non-Dept	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-590-996	Bad Debt - Non-Dept	42,197.08	0.00	0.00	0.00	12,866.55	(12,866.55)	0.00 %
05-590-999	Other - Non-Operating Charges - Non-D	770.79	6,000.00	6,000.00	25.00	312.66	5,687.34	5.21 %

POLK CITY
 MARCH 2021 MONTHLY FINANCIALS

Enterprise Fund Expenditures
 50.00 % Yr Complete For Fiscal Year: 2021 / 3

G/L ACCOUNT	DESCRIPTION	2020 ACTUALS	2021 ADOPTED BUDGET	2021 ADJ BUDGET	2021 MTD EXPENSES	2021 YTD EXPENSES	2021 AVAIL BUDGET	PERCENTAGE REALIZED
	DEPARTMENT TOTAL	231,999.85	706,711.00	592,427.66	166,749.63	272,113.36	320,314.30	38.50 %

Enterprise Fund Revenues Total	3,152,296.64	2,950,113.00	2,950,113.00	213,295.38	1,269,997.91	1,680,115.09	43.05%
Enterprise Fund Expenditures Total	-2,257,199.11	-2,950,113.00	-2,950,113.00	-369,879.72	-1,042,177.41	-1,000,533.29	35.33%
Total Revenue vs. Expenditures	895,097.53	0.00	0.00	-151,584.34	227,820.50	-128,418.20	

Library Monthly Report

March 2021

Circulation

Adult Books	759
Juvenile Books	856
DVD'S	657
Hot-Spots	14
Digital	12
Total Circulation	2298

New Borrowers

In City	6
In County	8
Digital	1
Total New Borrowers	15

Number of Programs

Adult	0
Juvenile	0
Young Adult	0
Total Programs	0

Program Attendance

Adult	0
Juvenile	0
Young Adult	0
Total Attendance	0

Reference Questions

Phone Calls	203
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Number of Computer Users

90

Total Patrons

635

Prepared by: Mikayla Osso April 5, 2021

Data below is for PCLC ... It is not in print area

Internet Safety

11

Voter Registration Inquiries

0

Public Works Report

March 2021

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,
- Monitored and serviced all storm drains throughout Polk City.
- Completed Work Orders (Repairs and Maintenance of Equipment, Electrical, plumbing, Building Maintenance, Vehicle Maintenance, etc.)
- Ongoing effort to build storage shelves in the old Public Works building to support storage of old records.
- In collaboration with Feeding Tampa Bay, we held Food Drive at Bronson Center to help feed our neighbors bi-weekly.
- Cleaning and maintaining of all City facilities.

April Objectives:

Continue maintaining the mowing and preventive maintenance of all City facilities, service equipment. Continuing our food drive efforts.

Submitted by:

Keith Prestage, Public Works Director

UTILITY DEPARTMENT

March 2021

Summary: Water/Wastewater continued to maintain sampling of the Wastewater Treatment Plant. Continued to pull all samples for the Water Plants. All samples remain in compliance. Completed monthly MORs/DMR reports for DEP. Completed monthly SWFWMD report as required. 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 - 157
- Turn On - 46
- Turn off - 37
- Misc - (rereads, laptops, vacation turn on, TBO from shut off) - 108
- 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.
- Working on a Grant for Grit and Sand Removal for the WWTF

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

Submitted by:

Lori Pearson, Utility Director

**City Commission Meeting
April 19, 2021**

AGENDA ITEM # 1: CITY INVESTMENT PRESENTATION

INFORMATION ONLY
 ACTION REQUESTED

ISSUE:

City Investment Presentation – Larson Consulting Services, Jeff Larson

ATTACHMENTS:

1. 2021 Polk City Investment Overview
2. FLSAFE Account Form Writeable
3. FLSAFE Instrument of Adoption
4. GPS Access Request Form

ANALYSIS:

The Commission has requested information regarding City investments; Mr. Jeff Larson, Larson Consulting Services and serves as Administrator and Executive Director of FL SAFE Local Government Investment Pool. Mr. Larson will be providing an overview of the following:

- 1) State/Local Laws (F.S. 218.415)(17)
- 2) Scope/Objectives
- 3) Investment Instruments
- 4) Recommendations

In the FLORIDA SAFE Program the City would not pay any fees. The fund pays all the fees out of the gross yield of the Fund; the participants get the net yields or rates that you can see on their website:

www.flSAFE.org

STAFF RECOMMENDATION:

Investment Overview

CITY OF POLK CITY, FLORIDA

**April 19, 2021- Commission Workshop
6:00 P.M. Zoom Meeting**

Larson Consulting Services

Orlando, Florida

Jeff Larson, MBA, President

LARSON
Consulting Services, LLC

Investment Program Overview

- State/Local Laws (F.S. 218.415)(17)
- Scope/Objectives
- Investment Instruments
- Recommendations

Objectives

- Safety of principal
 - Security type
 - Limit risk exposure
- Liquidity
 - Portfolio Structure
 - Cashflow Analysis
- Transparency – more important than yield
- Yield
 - Market influenced
 - Watch credit risk

Investment Instruments per F.S.

■ Types

- U.S. Treasuries
- Local Government Investment Pools (LGIP)
- Money Market Funds
- CD's, Checking and Bank Deposits (“QPD”); F.S. 280

Application to City of Polk City- \$7Million Portfolio

- Keep 90 Days with local bank (\$1.2 to \$2.0Million)
- Invest Other Funds in AAA rated Stable Net Asset LGIP (\$2Million)
- When markets adjust, invest “ Core Funds) out to 24 months via competitively bid Bank CDs per F.S. 280 (\$4Million), or
- Until markets adjust, invest Core funds in Variable Net Asset Fund LGIP that is also AAA rated (maximum term 24 months)

Jeffrey T. Larson LARSON

Consulting Services, LLC

President, Larson Consulting Services

Tel: 407.496.1597 | jlaron@larsonconsults.com

Based in Orlando, and as President of Larson Consulting Services (“LCS”), an independent SEC and MSRB registered financial advisory firm, Jeff has successfully closed a wide range of municipal project finance and corporate financings totaling over \$10 billion. Florida projects have ranged from negotiating and structuring transportation/road improvement programs, higher education project financings, multiple utility acquisitions, extensive water and wastewater capital expansions, investments support services, economic development and redevelopment initiatives, utility enterprise restructurings, refinancing and restructuring, downtown redevelopment, CRA TIF financings, debt and lease purchase private placements, multiple public/private partnership project finance issues, multiple phased Charter School financing, and a \$240 Million University / Developer PPP Project financing. In May of 2011, Jeff and FMAS was asked by the AAAM rated FL SAFE Local Government Investment Pool (“LGIP”), to serve as its Administrator and Executive Director. He has served many Florida governments since 1992 as an Investment Banker, Financial Consultant, Administrator, or Financial Advisor.

Mr. Larson received his MBA degree on an academic scholarship from Emory University, Atlanta, Georgia, in 1982. As part of his MBA graduate work, Mr. Larson worked, studied and taught in Germany and Austria and was a Fulbright Scholar at the Johannes Kepler University in Linz, Austria. He received an A.B. in Business Administration with honors in 1980 from Franklin & Marshall College, Lancaster, PA. Mr. Larson’s professional licenses with the State of Florida, Securities Exchange Commission and Municipal Securities Rulemaking Board include a Series 50 Municipal Advisor and Series 54 Municipal Advisor Principal.

Jeff is a frequent speaker at industry conferences including the annual FGFOA, FCCMA, Florida Bond Buyer, FICPA, Florida Redevelopment Association (FRA), Florida Bar Association, Florida League of Cities, FGFOA Webinars, FINRA, Regional FGFOA Chapter meetings, FGFOA Career Seminars, Annual FGFOA Institute (School of Governmental Finance) and Special District conferences on topics ranging from “the Bond Issuance Process”, “Best Practices in Debt Management”, “Best Practices in Investment Management”, “Planning and Capital Financing”, to “Public-Private Partnership Financings.” Jeff has also served as a member of the FGFOA Annual Conference Program Committee for over 20 years.



FLSAFE ADMINSTRATOR
JEFF LARSON, FMAS
Tel: 407-496-1597
Fax: 407-542-3791
Website: www.flsafe.org

ACCOUNT REGISTRATION FORM

DATE:
GOVERNMENT NAME:
ADDRESS:
CITY: STATE: ZIP CODE:
ATTENTION: TAX ID: TEL: FAX:
YOUR FLSAFE ACCOUNT #: REP:

AUTHORIZED REPRESENTATIVES

Table with 4 columns: NAME, TITLE, SIGNATURE, EMAIL, PASSWORD (F/L) and 3 rows: REP#1, REP#2, REP#3

PARTICIPANT STANDARD BANK WIRE INSTRUCTIONS

BANK NAME: ADDRESS:
ABA ROUTING#: ACCOUNT#:

WIRE INSTRUCTIONS TO SEND FUNDS TO FLSAFE

BANK NAME: BMO HARRIS BANK, N.A. ADDRESS: ORLANDO, FLORIDA
ABA ROUTING#: 071000288 ACCOUNT#: 253-898-1
FOR FURTHER CREDIT TO:

SIGNATURE AUTHORIZATION

AUTHORIZATION: This authorizes FLSAFE to transfer the proceeds of any redemption of the Participant's share in FLSAFE when telephoned, oral, electronic or written requests are received by FLSAFE from anyone of the Authorized Representatives names above by transferring such proceeds to the above-named Primary/ Standard or Alternate instructions (or additional accounts as denoted on an attached sheet) in the accordance with such requests.

TERMINATION: This Agreement and the authorizations contained therein will remain effective, communicating on the date as set forth above, until FLSAFE receives written notice of termination. The Participant is required to notify FLSAFE of any changes to either the authorized representatives or the wiring instructions.

LIMITATION ON LIABILITY: The FLSAFE Board of Trustees, the Investment Advisor, Administrator and Custodian known collectively as FLSAFE shall have limited liability as indicated in the Indenture of Trust or Custodial Agreement.

FLSAFE: PARTICIPANT:
BY: Signature BY: Signature

INSTRUMENT OF ADOPTION
For the Florida Surplus Asset Fund Trust

This Instrument of Adoption (Instrument") is executed as of the ___ day of _____, 202___ by and on behalf of _____ (hereinafter "The Participant"). Reference is made to that certain Indenture of Trust for the Florida Surplus Asset Fund Trust (hereinafter "FLSAFE" or "Trust", dated as of December 11, 2007, as amended and restated as of July 13, 2012, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein, and as may have been and may be modified or amended as provided therein (the "Indenture of Trust"). Capitalized terms not defined in this Instrument shall have the meanings given in the Indenture of Trust.

WHEREAS, _____ ("Participant") desires to pool its surplus public funds with other local government entities by becoming a Participant, and purchasing shares of beneficial interest, in the Florida Surplus Asset Fund Trust ("FSAFE" or the "Trust"), a common law trust under the laws of the State of Florida, and therefore passes the following ordinance/resolution:

WHEREAS, Art. VIII, Sec. 2, Fla. Const., in part provides municipalities shall have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law;

WHEREAS, Sec. 166.021, Fla. Stat., in part provides municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law, and further defines a municipal purpose to mean activity or power which may be exercised by the state or its political subdivisions;

WHEREAS, Sec. 125.01, Fla. Stat., in part provides counties, by and through their legislative and governing bodies, shall have the power to carry on county government and may exercise all powers and privileges not specifically prohibited by law;

WHEREAS, Sec. 218.415, Fla. Stat., authorizes units of local government to invest and reinvest public funds in excess of the amounts needed to meet current expenses in certain enumerated investments, in any other investments authorized by the municipality or county by law or by ordinance or by a school district or special district by law or by resolution, and in addition authorizes units of local government to invest and reinvest such surplus public funds in any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Sec. 163.01, Fla. Stat.;

WHEREAS, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi-purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a "Local Government Entity" or "Entity"), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately;

WHEREAS, Sec. 163.01, Fla. Stat., further authorizes such public agencies to enter into contracts in the form of interlocal agreements to accomplish such purposes;

WHEREAS, under the terms of an Indenture of Trust dated as of December 11, 2007, as amended and restated as of July 13, 2012, relating to the Trust (the "Indenture of Trust") any Local Government Entity desiring to participate in the Trust as a member must become a party to the Indenture of Trust;

WHEREAS, it is the intent of the Participant, with other Local Government Entities, to join in an intergovernmental investment pool pursuant to Sections 163.01 and 218.415, Fla. Stat. and to enter into the Indenture of Trust for such purpose, and that the Indenture of Trust will serve as an interlocal agreement under Section 163.01, Fla. Stat.;

WHEREAS, the Participant finds that the creation of an intergovernmental investment pool pursuant to the Indenture of Trust serves a governmental purpose for the Participant and would therefore be in the best interests of the Participant, its officials, officers, and citizens in that such a program would offer diversified and professionally managed portfolios to meet investment needs, would result in economies of scale that would create greater purchasing powers, and would thereby lower the costs traditionally associated with the investment of the assets of the Participant; and

WHEREAS, as the governing body of the Participant desires to participate in the Trust formed in accordance with the aforesaid statutes, and to purchase shares therein as provided in the Indenture of Trust, in order to pool its surplus funds with other Local Government Entities, and to otherwise participate in programs of the Trust it has passed, in accordance with applicable law the following ordinance/resolution;

By executing this Instrument, the undersigned represents and warrants the following:

- The Undersigned, who is the government official empowered to invest funds of the Participant, and each and every successor in such function, is hereby authorized and directed to execute on behalf of the Participant the Indenture of Trust and any other documents necessary to establish an account with the Trust. The Representative is hereby designated the "Treasurer" as that term is defined in the Indenture of Trust and is therefore authorized to invest surplus public funds from the Participant's treasury by purchasing shares of the Trust with such available funds, and is authorized to redeem, from time to time, part or all of such shares as funds are needed for other purposes, subject to the terms and restrictions of the Indenture of Trust.
- That the Undersigned has reviewed Article VIII, Section 2, of the Florida Constitution, Sections 166.021, 125.01, 218.415, and 163.01 of the Florida Statutes, and the merits of investing in the Trust, including the Trust's liquidity, risk diversification, flexibility, convenience, and cost compared to the alternative direct purchase of comparable investments.
- That the Undersigned finds that it is in the best interest of the Participant, its officials, officers, and citizens, to join with other Local Government Entities in the Trust for the purpose of pooling surplus public funds because the Trust offers diversified and professionally managed portfolios to meet investment needs, and the pooling of such surplus public funds results in economies of scale that will create greater purchasing powers and will thereby lower the cost traditionally associated with the investment of assets of the Participant.
- The Undersigned hereby expressly has the authority to participate in the Trust as a member and to become a party to the Indenture of Trust, which is adopted by reference with the same effect as if it had been set out verbatim herein.
- The Undersigned is hereby expressly authorized to purchase shares of beneficial interest in the Trust from time to time with available funds, and to redeem some or all of its shares of beneficial interest from time to time as funds are needed for other purposes, subject to the terms and restrictions of the Indenture of Trust.
- The Trustees of the Trust are designated as having official custody of the Participant's funds which are invested by the purchase of shares of beneficial interest in the Trust.
- That the Undersigned or those acting on behalf of the Treasurer shall make use of, from time to time, Fixed Income Investments through a program of FL SAFE but not a purchase of shares or an investment in FL SAFE, and which are legal under Florida investment statutes and that which are also permitted by this Local Government Entity's investment policy;
- That monies of this Local Government Entity may be invested at the discretion of the Treasurer or those acting on behalf of the Treasurer in the Trust's Fixed Income Investment Program through the intermediaries PMA Securities, LLC and PMA Financial Network, LLC and/or their successors, and held in safekeeping or custody in a financial institution acceptable to PMA and this Local Government Entity;

- That this Local Government Entity may open depository accounts, make permitted investments, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, custodial programs (in which deposits are placed on behalf of a participant by a custodian), collateral agreements, letters of credit, and lockbox agreements with institutions participating in FL SAFE programs including BMO Harris Bank N.A., its successor, or programs of PMA Financial Network, LLC and PMA Securities, LLC. Monies of this Local Government Entity may be deposited in eligible depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fixed Income Investment Program available to participants of the Trust through the intermediaries PMA Financial Network, LLC and PMA Securities, LLC. PMA Financial Network, LLC and PMA Securities, LLC are authorized to act on behalf of this Local Government Entity as its agent with respect to such accounts and agreements; and
- That the Undersigned or those acting on behalf of the Treasurer may execute account agreements, applications and other applicable documents and agreements, as necessary, with PMA Financial Network, LLC and PMA Securities, LLC and BMO Harris Bank N.A. and/or their successors.

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

PARTICIPANT

By: _____
The Representative (Treasurer as defined herein)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 202__, by _____, as Treasurer (as defined in the foregoing instrument) of _____, a _____ identification. Such person is personally known to me or he has produced _____ (type of identification) as

Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of
Notary Public)



Governmental Portfolio System (GPS)

Access Request Form

Please complete this form for EACH user and fax to 630-718-8701. Upon verification of the information provided and authorization by PMA Financial Network Inc., a UserID will be e-mailed to the user at the e-mail address provided below. A user **MUST** have a valid e-mail address to use the system. A password will be mailed separately via the US Postal Service to the user. If you have any questions, feel free to call toll-free 855-202-9650.

* Current GPS users will maintain their current UserID and password

Entity Name: _____

User Information:

First Name: _____ Last Name: _____

Title/Position: _____

Phone Number: _____

E-Mail Address (Mandatory): _____

Access Specification

- User may access all accounts/sub-accounts for the Entity.
- User may only access the following accounts/sub-accounts:

Access Type (if this section is blank, the User will be granted access to all on-line transactions)

- All on-line transactions (FULL ACCESS)
- View Only Access -- No on-line transactions
- User may access **Purchase** options only
- User may access **Redemption** options only

Email Delivery:

- Email Daily Confirmations and Monthly Statements, instead of via U.S. Postal mail

User Permission Authorized By: (Must be completed by the authorized person per PMA records)

Name: _____ Title: _____

Signature: _____ Date: _____ Phone: _____

2135 CITYGATE LANE, 7th FLOOR
NAPERVILLE, IL 60563
TELEPHONE (630) 657-6400 FAX (630) 718-8701
EMAIL: GPS@PMANETWORK.COM

**City Commission Meeting
April 19, 2021**

AGENDA ITEM #2:

Code Enforcement Fine Reduction

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

Code Enforcement Fine Reduction for 9610 North SR 33

ATTACHMENTS:

Memo from Kathy Delp
Email from Kathy Delp to Mr. Kirby
Code Enforcement Finding of Fact
Permit Plan Review Log
Code Enforcement Fine Reduction Application from Harris Kirby
Harris Kirby Handwritten Note

ANALYSIS:

Mr. Kirby was found in violation for building without a permit. Special Magistrate issued accruing fine of \$250.00 per day until in compliance. Total Lien is \$46,250.00

STAFF RECOMMENDATION:

Staff is recommending a reduction of \$36,750.00 with the balance of \$9,500.00 to be paid by Mr. Kirby. Based on the attached documents, Mr. Kirby knew before hiring someone, that a permit was required. He had the work done without the permit.

TO: Polk City Commission
FROM: Kathy Delp
RE: Harris Kirby Code Enforcement Lien

In response to Mr. Kirby's request for lien forgiveness I can offer the following information:

1. Mr. Kirby was issued a permit for an open pole barn 6/18/18
2. Sometime after that Mr. Kirby met with me to find out what he had to do to enclose the pole barn. After speaking with me he decided he didn't have time to meet the requirements before returning to Ohio & it would need to wait until the spring.
3. Nov. 29th a Notice of Violation was issued because he had someone enclosing the pole barn without the required permits.
4. I emailed Mr. Kirby 12/4/18 to recap the conversation we previously had regarding enclosing the pole barn & informed him all work needed to cease immediately. (copy attached)
5. He was required to appear before the Special Magistrate 2/20/19 & had a representative appear for him with a notarized letter giving permission for the representative.
6. Mr. Kirby was given until 3/20/19 to have a licensed contractor submit the required permit application & as built construction plans.
7. Mr. Kirby was mailed the Finding of Fact 3/27/19 (cover letter attached). This letter included a fee of \$7.35 for postage & information regarding the accruing daily fine. The City received payment of the \$7.35 4/9/19 so the Kirby's did receive notice of the accruing daily fine.
8. Application for the permit was received 3/28/19 & Plan review began 4/2/19
9. There were several issues with the plans submitted. The building and fire plans examiners both had communication many times with the applicant's engineer. (review log attached)
10. Fire Marshal approved plans 8/8/19, Building Plans Examiner approved plans 6/13/19. Mr. Kirby's permit was issued 8/13/19.

Reply all | ▾ Delete Junk | ▾ ...

SR 33 property in Polk City

KD

Kathy Delp

Today, 3:19 PM

hbkoil@yahoo.com; Melanie McVay ▾

Reply all | ▾

Inbox

Mr. Kirby,

I understand you have been contacted by Melanie McVay. I just wanted to recap the conversation you & I had when you came to City Hall regarding enclosing the open pole barn (permit # 422232). You asked me what you needed to do to get a permit to enclose the pole barn, I informed you that you would need engineered plans for the commercial building with all electrical, plumbing, & mechanical shown on them. You would also need to meet ADA requirements including the parking and a licensed contractor must obtain the permit. Your response to me was that you couldn't get that done before you went back to Ohio & that it would need to wait until spring.

There has been a contractor enclosing/working on the pole barn without a permit (the final for the original pole barn permit passed 7/27/18). All work on this structure needs to cease immediately and may not resume until a permit is issued. You can't store anything in the building until the permit is issued, the building is inspected & the c/o is issued. Thanks.

Kathy Delp



City of Polk City
123 Broadway Blvd.
Polk City, Florida 33868
Telephone 863-984-1375 ext 232
Melanie.mcvay@mypolkcity.org

CODE ENFORCEMENT NOTICE OF VIOLATION

MARCH 27, 2019

Polk City,

Petitioner,

vs.

KIRBY HARRIS B. III / KIRBY IRENE N.

Respondent(s),

Owner: 9610 N STATE ROAD 33 POLK CITY FLORIDA 33868

Violation Address: KIRBY HARRIS B. III / KIRBY IRENE N.POLK CITY FL 33868

Parcel ID# 252631000000044170

FINDING OF FACT COVER LETTER

Attached is a copy of the Finding of Fact that was done at the Special Magistrate Hearing on March 20, 2019.

A payment of \$7.35 cents is due to cover the cost of postage. This can be paid to the City of Polk City. A lien of \$250.00 is accruing daily until the property has come into compliance.


Melanie McVay

Code Officer III

Polk City Florida

123 Broadway Blvd. SE

Polk City F. 33868

IN AND FOR THE CITY OF POLK CITY, FLORIDA

VIOLATION NO: CE 2018-33

IN RE: _____

CITY OF POLK CITY, a Florida municipal corporation,

Petitioner

v.

Harris B. Kirby III and Irene Kirby
9610 N SR 33
Polk City, FL

Respondent(s)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came on for public hearing before the Special Magistrate after due notice to Respondent(s), and the Special Magistrate, having heard testimony under oath, received evidence and heard argument thereupon, issues this "Findings of Fact, Conclusions of Law and Order" pursuant to §§162.07(4) and 162.08(5), Florida Statutes. Respondent did / did not appear or was represented by

Mike Baker

FINDINGS OF FACT

1. On or about 2/20/19 there existed at on the above described property, the following conditions in violation of the Code of Ordinances of the City of Polk City, such conditions constituting a nuisance and a serious threat to the public health, safety and welfare within the meaning of §162.06(4), Florida Statutes:

1. Sec. 22-51 No building permit
2. _____
3. _____
4. _____
5. _____

2. Captioned real property is located and existing within the corporate limits of the City of Polk City, Florida. Respondent(s), as owner(s) of the captioned real property are responsible for maintaining the same in accordance with the Code of Ordinances of the City of Polk City. All required notices were given pursuant to §162.12, Florida Statutes.

CONCLUSIONS OF LAW

3. This Magistrate has jurisdiction over the Respondent(s) and this matter is otherwise properly before this Magistrate. Further, this Magistrate has subject matter jurisdiction pursuant to the Code of Ordinances of the City of Polk City.
4. The above stated facts constitute a violation of the specific section(s) of the City Code cited in paragraph 1 herein.

ORDER

Base on the foregoing Findings of Fact Conclusions of Law, and upon consideration of (i) the gravity of the violation, (ii) any actions taken by the violator to correct the violation, and (iii) previous violations committed by the violator, it is hereby ORDERED that:

- Summary Disposition. Respondent(s) admit(s) to the violation(s) and request(s) additional time to comply. Respondent(s) has/have waived any defenses to the violation(s). Respondent(s) shall have until _____ to comply or a \$ _____ per day fine may be imposed.
- Respondent(s) shall secure captioned property by _____ or a \$ _____ per day fine shall be imposed.
- Respondent(s) shall have until 3/20/19 for a total compliance or a \$ 250.00 per day fine shall be imposed.
- The City of Polk City is hereby authorized to abate the violation(s) named herein in accordance with §162.09(1), Florida Statutes, but shall not be required to do so. If abatement occurs, the City of Polk City may assess all costs incurred by it against Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.

- Pursuant to §162.08(5) Florida Statutes, the Code Enforcement Division of the City of Polk City is hereby authorized to initiate the demolition process and assess all costs incurred by it against the Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- The evidence did not support the violation cited. The case is hereby dismissed.
- Violation(s) did exist at the subject property, but have been remedied. No fine in this matter shall be imposed, however future offenses of the same nature as cited in this case will be considered repeat offenses and subject to fines as such.
- Violation(s) as identified herein is/are irreparable or irreversible in nature. A onetime fine of \$ _____ is imposed against the Respondent(s) in addition to any fine or costs imposed herein, if any such fine amount or costs amount imposed.
- Respondent(s) shall be responsible for cost incurred by the City in prosecuting this case totaling \$7.35. The costs shall be paid in full within 60 days of this order. If unpaid the costs shall be assessed against the subject property as a lien, and this Order, or subsequent Order Imposing Fine, may be recorded in the Public Records of Polk County as evidence thereof.
- Respondent has been found in violation as a repeat offender. A fine of \$ _____ shall be imposed and a \$ _____ per day fine shall continue until property is brought into compliance.
- Pursuant to §162.09 (3) the Special Magistrate authorize the City of Polk City to begin foreclosure procedures on the above captioned property.
- Other: _____
- Bank is for notification purpose only.

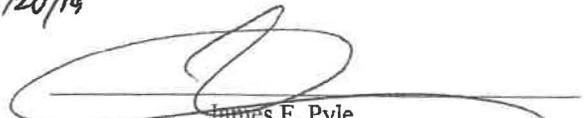
YOU ARE NOTIFIED THAT IF THIS ORDER IMPOSES A FINE, ABATEMENT COSTS, OR PROSECUTION COSTS AGAINST YOU THAT pursuant to §162.09(3), Florida Statutes, once final this ORDER may be recorded in the public records and thereafter may constitute a lien against the captioned property and upon any other real property and upon any other al or personal property owned by YOU. FURTHER SUBSEQUENT CERTIFICATIONS OR SUPPLEMENTAL CERTIFICATIONS OF FINES MAY BE RECORDED IN THE PUBLIC RECORDS IF THE VIOLATIONS MENTIONED HEREIN MAY BE REMEDIED AND YOU FAIL TO TIMELY DO SO.

A HEARING IS HEREBY SCHEDULED FOR 3:00 PM ON 3/20/19 AT POLK CITY, CITY HALL, TO CONSIDER THE ENTRY OF AN ORDER IMPOSING FINE AND LIEN.

DONE AND ORDERED this 18 day of March 2019 Polk City, Polk County, Florida.
None pro fine to 2/20/19

ATTEST

 Patricia Jackson
 City Manager


 James F. Pyle
 City of Polk City Special Magistrate

This ORDER may be appealed to the Circuit Court in and for Polk County, Florida by filing a Notice of Appeal within thirty (30) days of the date of its rendition.

STATE OF FLORIDA

COUNTY OF POLK

I, the undersigned duly appointed City Manager/Clerk of the City of Polk City, Florida, HEREBY CERTIFY that the foregoing is a true and correct copy of Order Imposing Fine/Administrative Lien for City of Polk City, Petitioner, v. _____, as shown in the records of the City on file in the office of the City Clerk, and has been furnished to Respondent by Personal Service OR by Regular Mail and Certified Mail/Return Receipt Requested.

WITNESS my hand and seal of the City of Polk City, Florida, this day of 3/26/19.


 PATRICIA JACKSON, City Manager

Review Log

BC-2019-342

Menu New Reorder Delete View Log Help

<input type="checkbox"/> Group	<u>Applied by User</u>	<u>Type</u>	<u>Condition Name</u>	<u>Short Comments</u>	<u>Status</u>	<u>Effective Date</u>	<u>Resolved Date</u>	<u>Se</u>
<input type="checkbox"/> Building	Richard West	Plans Review	<u>review comments</u>	Plans to show Occupancy classifica...	Condition Met	04/02/2019	06/13/2019	
<input type="checkbox"/> Building	Richard West	Plans Review	<u>review comments</u>	Drinking fountain required, see ta...	Condition Met	04/02/2019	06/13/2019	
<input type="checkbox"/> Building	Kim Turner	Fire Review	<u>Exit/Emergency Ligh...</u>	Show on Floor Plan	Condition Met	04/08/2019	07/02/2019	
<input type="checkbox"/> Building	Kim Turner	Fire Review	<u>FFPC</u>	Florida Fire Prevention Code 5th E...	Condition Met	04/08/2019	07/02/2019	
<input type="checkbox"/> Building	Kim Turner	Fire Review	<u>Occupancy</u>		Condition Met	04/08/2019	07/02/2019	
<input type="checkbox"/> Building	Kim Turner	Fire Review	<u>Occupant Load</u>	*** Occupant load 8*** 7/2/2019	Condition Met	04/08/2019	07/02/2019	
<input type="checkbox"/> Building	Kim Turner	Fire Review	<u>Plans Location</u>	Bin #3	Information Only	04/08/2019	04/08/2019	
<input type="checkbox"/> Building	Frank Curlee	Plans Review	<u>Information requested</u>	Several comments not addressed wit...	Condition Met	04/22/2019	07/02/2019	
<input type="checkbox"/> Building	Frank Curlee	Plans Review	<u>plans location</u>	At fire review	Information Only	04/22/2019		
<input type="checkbox"/> Building	Kim Turner	Fire Review	<u>Comments</u>	No previous comments were addressed	Condition Met	04/25/2019	07/02/2019	
<input type="checkbox"/> Building	Kim Turner	Fire Review	<u>Plan Location</u>	Bin #5	Information Only	04/25/2019	04/25/2019	
<input type="checkbox"/> Building	Kim Turner	Fire Review	<u>Plan Location</u>	Bin # 5	Information Only	07/02/2019	07/02/2019	
<input type="checkbox"/> Building	Daniel Lombard	Fire Review	<u>Water Supply</u>	2nd Review. Building is being en...	Condition Met	07/02/2019	08/08/2019	



Record



BC-2019-342



FILE

BC-2019-342

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<input type="checkbox"/> Status Date	Status	Comment	Action By	Updated By
<input type="checkbox"/> 03/27/2019	Application Received			PUBLICUSE...
<input type="checkbox"/> 03/28/2019	In Review		Polk City	POLK CITY
<input type="checkbox"/> 04/02/2019	Waiting for Revisions		Richard West	BL004987
<input type="checkbox"/> 04/02/2019	Waiting for Revisions		Richard West	BL004987
<input type="checkbox"/> 04/02/2019	In Review		Richard West	BL004987
<input type="checkbox"/> 04/08/2019	Waiting for Revisions		Kim Turner	FSKIMBTU
<input type="checkbox"/> 04/08/2019	In Review		Kim Turner	FSKIMBTU
<input type="checkbox"/> 04/22/2019	Waiting for Revisions		Frank Curlee	BL022220
<input type="checkbox"/> 04/22/2019	In Review		Frank Curlee	BL022220
<input type="checkbox"/> 04/25/2019	Waiting for Revisions	No previous comments were addressed	Kim Turner	FSKIMBTU

Page 1 of 2



BC-2019-342

BC-2019-342

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Showing 11-20 of 20

<input type="checkbox"/>	Status Date	Status	Comment	Action By	Updated By
<input type="checkbox"/>	04/25/2019	In Review		Kim Turner	FSKIMBTU
<input type="checkbox"/>	06/13/2019	Pending Issuance		Richard West	BL004987
<input type="checkbox"/>	06/13/2019	In Review		Richard West	BL004987
<input type="checkbox"/>	07/02/2019	Waiting for Revisions		Kim Turner	FSKIMBTU
<input type="checkbox"/>	08/08/2019	Pending Issuance		Daniel Lombard	DANI.LOMB
<input type="checkbox"/>	08/21/2019	Inspections		Polk City	POLK CITY
<input type="checkbox"/>	01/28/2020	Certificate Pending		Paul Carrafa	BL025710
<input type="checkbox"/>	01/28/2020	Closure Verification		Paul Carrafa	BL025710
<input type="checkbox"/>	02/03/2020	Closed-CO Issued		Polk City	POLK CITY
<input type="checkbox"/>	02/03/2020	Closure Verification		Polk City	POLK CITY

Page 2 of 2 

Polk City

123 Broadway Boulevard Southeast, Polk City, Florida 33868
 Phone (863) 984-1375 • Fax (863) 984-2334

Application for Reduction of Code Compliance Fine(s) and Release of Lien(s)

All information fields must be completed before this application can be processed. Requests are not reviewed by Polk City or presented before Special Magistrate until this application has been completed.

CONTACT INFORMATION	
APPLICANT'S NAME:	HARRIS KIRBY HBK OIL @ YAHOO.COM
PHONE:	5366-2830 FAX: E-MAIL:
MAILING ADDRESS:	1105 RALLY DR.
CITY:	POLK CITY STATE: FLORIDA ZIP CODE: 33868
ADDRESS TO MAIL RELEASE OF LIEN TO:	1105 RALLY DR.
CITY:	POLK CITY STATE: FLORIDA ZIP CODE: 33868
AUTHORIZED REPRESENTATIVE'S NAME:	Harris Kirby
WRITTEN AND NOTARIZED AUTHORIZATION OWNER:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CASE INFORMATION	
CASE NUMBER(S):	CFN# 2019132302
LIEN ADDRESS (PROPERTY SUBJECT TO THE LIEN(S)):	1105 RALLY DR + 9610-33N.
NAME OF CURRENT OWNER OF LIEN ADDRESS:	HARRIS KIRBY
CURRENT OWNER'S RELATIONSHIP OR AFFILIATION WITH ENTITY/PERSON NAMED IN LIEN(S):	IRENE KIRBY - WIFE
OTHER PROPERTY LOCATED IN POLK CITY WHICH BELONGS TO CURRENT OWNER:	
VIOLATION(S) AT LIEN ADDRESS WHEN LIEN(S) WERE PLACED:	ORDER OF COMPLIANCE
WHO LIVED AT LIEN ADDRESS WHEN LIEN(S) WAS/WERE ASSESSED?	HARRIS KIRBY + IRENE W. KIRBY
REASONS VIOLATION(S) NOT CORRECTED BEFORE LIEN(S) PLACED:	PROBLEM GETTING PERMIT + MIS COMMUNICATION BETWEEN BLDG. + POLK CITY
WHAT IS THE REASON YOU ARE REQUESTING A REDUCTION OR RELEASE OF THE LIEN?	WE FINALLY GOT PERMIT + WAS NEVER TOLD OF LIEN UNTIL MARCH 4-2021-FROM SYDORMA + SYDORMA

Application for Reduction of Code Compliance Fine(s) and Release of Lien(s)

Has the applicant previously applied for lien release/reduction for this property? Yes No If yes, when? _____ (month & year)

Applicants are required to complete the Fine list below and to provide copies of any lien they want considered in this Lien Release/Fine Reduction Application. To obtain information on fines/liens contact Polk City at (863) 984-1375 or visit the Polk City Government Center at 123 Broadway Boulevard Southeast, Polk City, Florida 33868

Applicant is requesting the below lien(s) be:
 (Check all that apply)

Released Completely
 Reduced

Released from the Property located at 9610 4th St 33 + 1105 + 1113 RALLY DR.
 Lien(s) to remain in the name of the owner at time of lien.
 Other _____

Applicant's Request	
Amount of Fine	Date/Month Certified
\$ 29,250	SEPT 17, 2019

\$ _____

Application for Reduction of Code Compliance Fine(s) and Release of Lien(s)

Under penalty of perjury Florida Statute 837.02 (1), the undersigned swears or affirms that the information provided on this three (3) page Application for Reduction of Code Compliance Lien(s) is true and correct.

Harris Kirby
Applicant's Signature

APRIL 6th 2021
Date

State of Florida
Polk City

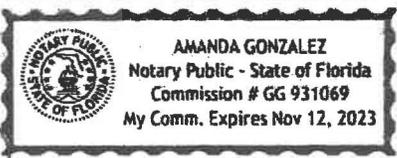
The foregoing was sworn to and subscribed before me this 6th day of April, 2021, by Harris Kirby. He or she is personally known to me, or provided OH CDL as identification and did appear before me at the time of notarization.

Notary Public:

Signature: Amanda Gonzalez

Printed Name: Amanda Gonzalez

My Commission Expires: Nov 12th 2023



For Polk City Use only

Application Accepted on: _____ Total Amount of Lien(s): \$ _____

Total Reduction Approved by the City: \$ _____

Other: _____



FILTRATION CORPORATION OF AMERICA

21 W 140 HILL AVENUE OFFICE: 630-858-9030
GLEN ELLYN, ILLINOIS 60137 FAX: 630-858-0953
WEBSITE: www.filtrationcorp.com



HARRIS KIRBY

APPLICATION COMPLETE - 3-28-2019
REVISION - REQUIRED - 4-02-19 - 1st TIME
" " " 4-22-19 - 2nd TIME
MARKED AS APPROVED - 6-13-2019
BY RICHARD WAT -

ARCHITECT - HAD TO REDO - PLANS 2 TIMES
BECAUSE HE WASN'T SURE OF WHAT
COUNTY WANTED - I TOOK LIST FROM
COUNTY TO ARCHITECT + GOT THEM DONE
TO COUNTY SPECS - APPROVED - 6-13-2019
2 MUCH TIME BACK & FORTH TILL I GOT
INVOLVED. I WAS TOLD NOT TO GET
BETWEEN BLDG. + POLK CITY. BUT I
SHOULD HAVE. NOW I KNOW BETTER.
THANKS FOR YOUR CONSIDERATION
IN THIS MATTER

Harris Kirby

MILWAUKEE BRANCH OFFICE:

1336 MAIN STREET
UNION GROVE, WISCONSIN 53182

OFFICE: 262-878-8712
FAX: 262-878-8731

**City Commission Meeting
April 19, 2021**

CITY ATTORNEY ITEMS: **Peace River Project Interlocal Implementation Agreement
(PRWC)**

 INFORMATION ONLY
 X ACTION REQUESTED

ISSUE:

DRAFT Agreements for final review

ATTACHMENTS:

DRAFT Peace River Project Interlocal Implementation Agreement
DRAFT West Polk Wellfield Implementation Agreement

ANALYSIS:

City Attorney Cloud will discuss the attached DRAFT Peace River Project Interlocal Implementation Agreement, as well as the DRAFT West Polk Wellfield Implementation Agreement.

STAFF RECOMMENDATION:

PEACE RIVER PROJECT INTERLOCAL WATER PLANT CONSENT IMPLEMENTATION AGREEMENT

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

RECITALS

1. The parties entered into that Interlocal Agreement relating to the Establishment of the Polk Regional Water Cooperative effective June 1, 2016 (hereafter "Original Interlocal Agreement."
2. The purpose of the Original Interlocal Agreement is to create and establish a separate legal entity, public agency and unit of special purpose local government, pursuant to §§ 163.01(7)(g) and 373.713, Florida Statutes, with all of the privileges, benefits, powers and terms provided in the Original Interlocal Agreement and by law.
3. In its Preamble, the Original Interlocal Agreement states that "The intent of the Cooperative is to support the right of the Member Governments to keep their existing permitted allocations and to advocate on behalf of the Member Governments with federal, state, regional or local authorities, including, but not limited to legislative bodies and executive agencies regarding matters within the scope of the responsibilities assigned to the Cooperative under this Interlocal Agreement."
4. Pursuant to § 1.04(K) of the Original Interlocal Agreement, the Member Governments agreed that the Cooperative may not exercise any power granted under

this Interlocal Agreement within the water service territory of a Member Government so as to interfere with said Member Government's existing water distribution and treatment facilities, existing consumptive use permits or existing water supplies, except with the consent of the Member Government.

5. Section 1.04(K) also provided that this provision is supplemental to and shall not be interpreted as limiting the restrictions placed on the Cooperative's exercise of power by Sections 1.04(J), 2.07(D), 2.11(E) and 2.11(F) of the Original Interlocal Agreement.

6. The Preamble and §§ 1.04(J), 1.04(K), 2.01(B), 2.06(A)(35), and 2.06(D) contained in the Original Interlocal Agreement provides that the Water Cooperative shall advocate and support on behalf of the Member Governments with federal, state, regional or local authorities, including, but not limited to legislative bodies and executive agencies regarding matters within the scope of the responsibilities assigned to the Cooperative under this Interlocal Agreement, including, but not limited to supporting the right of the Member Governments to keep their existing permitted allocations.

7. But for the obligation to refrain from entering the water service territories or interfere with existing water distribution and treatment facilities, existing water use permits, or existing water supplies, the City of Fort Meade would not have entered into the Original Interlocal Agreement.

8. Some of the Member Governments and the Cooperative have proposed the permitting and construction of a water plant and reservoir (hereafter "Peace River Project") that will use both surface water and the conversion of land uses and wells to provide public water supplies.

9. The Peace River Project is proposed to be located in the City of Fort Meade's exclusive chapter 180 Utility Service Area for all water-related utilities created by Fort Meade Ordinance No. 00-26 ("Ordinance No. 00-26"), codified as §§ 24-3 and 24-4 of Article 2, Chapter 24, City of Fort Meade City Code.

10. The City of Fort Meade has borrowed significant debt based upon the assumption and representation that its exclusive Utility Service Area shall remain free of other utilities.

11. As a condition of granting its consent to the permitting and construction of the Peace River Project in its exclusive Utility Service Area, the Member Governments and the Cooperative agree to the terms and conditions set forth in this Agreement.

12. The purpose of this Agreement is to outline the terms and conditions applicable to permitting and eventual construction of the Peace River Project.

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

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings, unless the context clearly requires otherwise:

1.1 “Agreement” means this Peace River Project Interlocal Water Plant Consent Project Implementation Agreement, as may be amended or restated from time to time.

1.2 “Combined Projects Implementation Agreement” means the Combined Projects Implementation Agreement with an effective date of May 1, 2017, including any amendments thereto.

1.3 “Cooperative” shall have the same meaning as in the Interlocal Agreement. Pursuant to and in accordance with the Original Interlocal Agreement, all powers, privileges, and duties vested in or imposed on the Cooperative with regards to the approval and implementation of the Project shall be exercised by the Project Board. Accordingly, references to the “Cooperative” within this Agreement pertaining to the exercise of such powers, privileges, and duties are understood as resulting from the Project Board’s exercise of such authority and on behalf of the Polk Regional Water Cooperative. For purposes of this Implementation Agreement, the Cooperative acts through the Project Board for the Combined Projects Implementation Agreement.

1.4 “Director” shall have the same meaning as in the Original Interlocal Agreement. For purposes of this Agreement, Directors shall be Directors and/or alternates appointed by the Project Participants.

1.5 “District” means the Southwest Florida Water Management District.

1.6 “Effective Date” means the date the Agreement takes legal effect as specified in Section 5.

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

1.8 “Project Board” shall have the same meaning as in the Original Interlocal Agreement. The Project Board for the Peace River Project will consist of Directors and/or alternates appointed by the parties to the Combined Projects Implementation Agreement.

1.9 “Project Permits” means all permits, licenses or other third-party approvals necessary or convenient for the acquisition, construction, management or operation of the Peace River Project.

SECTION 2. PURPOSE OF THE AGREEMENT; EFFECT UPON OTHER AGREEMENTS. This Agreement governs the terms and conditions applicable to the City of Fort Meade’s grant of consent to the permitting and construction of the Peace River Project in the City of Fort Meade’s exclusive Utility Service Area. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally, nothing in this Agreement is intended to change any existing agreement, permit and/or other similar administrative matters between the District and any Party.

SECTION 3. CONSTRUCTION OF TERMS Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Agreement with initial capitals in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth, but instead refer to this Agreement taken as a whole. “Includes” or “including” shall not be deemed limited to the specific enumeration of items, but shall be deemed without limitation. The term “or” is not exclusive. The headings contained in this Agreement are solely for the convenience of the Parties. Accounting terms used but not defined herein have the meanings given to them under generally accepted accounting principles in the United States of America consistently applied throughout the specified period and in the immediately comparable period.

SECTION 4. REPRESENTATIONS OF THE PARTIES. As of the Effective Date, each Party makes the following representations (no representation is made by any Party for another Party):

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

4.2 Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties: (1) has been duly authorized by the governing authority of each of the Parties; (2) does not require any consent or referendum of the voters; and, (3) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon, the assets of the Parties under any agreement or instrument to which the Parties and their assets may be bound or affected, except as otherwise provided herein.

4.3 Validity of the Contract. This Agreement has been duly entered into and delivered by the Parties as of the Effective Date, constitutes a legal, valid and binding obligation of the Parties, fully enforceable in accordance with its terms, except to

the extent that the enforceability of this Agreement may be limited by any applicable bankruptcy, moratorium, reorganization or other similar laws affecting creditor's rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

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

SECTION 5. TERM AND TERMINATION. The term of this Agreement shall begin on the Effective Date and remain in effect, unless terminated by written agreement of all the Parties. Termination shall not take place until all Obligations issued by the Cooperative have been repaid, all cooperative funding agreements or grants received by the Cooperative have been completed and any other funding mechanisms used to pay for construction, operation or maintenance of the Project have been successfully concluded.

SECTION 6. CONSENT TO FILE PERMITS, DESIGN & CONSTRUCT PEACE RIVER PROJECT. Pursuant to § 180.06, Florida Statutes, the City of Fort Meade hereby grants its consent to the Project Board acting as the Cooperative to file necessary applications to permit, design, and construct the Peace River Project (hereafter "City Consent") subject to the following terms and conditions:

6.1 The Parties and the Cooperative hereby covenant and agree that they shall take no action or fail to take an action that will result in the loss, reduction, modification, or non-renewal of the City of Fort Meade's Water Use Permit No. 20 000645.008 dated April 10, 2014 (hereafter "Fort Meade Water Use Permit").

6.2. Neither a Party nor the Cooperative shall interfere with the existing consumptive/water use permits or existing water, wastewater, or reclaimed water facilities of Fort Meade, except as may otherwise be consented to in writing by the Member Government.

6.3 Neither a Party nor the Cooperative shall include, list, or seek, either verbally or in writing, any portion of the City of Fort Meade's exclusive Utility Service Area as described in Ordinance No. 00-26 as being a part of the need or to be served in any capacity or with any service in any governmental application, including but not limited to the water use permit/allocation applicable to the Peace River Project, with any governmental agency, nor shall they serve or offer to provide any water service within the City of Fort Meade's exclusive Utility Service Area.

6.4 In seeking to obtain any consumptive/water use permit for the Peace River Project, the Parties and the Cooperative shall have an affirmative duty to seek to

include a condition that specifies that the said permit is not and does not and will not be used to substitute for the water allocation currently contained in the Fort Meade Water Use Permit.

6.5 The Parties and the Cooperative shall cooperate with each other and no Party to this Agreement shall interfere with the Project Board's ability to obtain, maintain and comply with any Project Permits so long as that Project Permit does not interfere with the Fort Meade Water Use Permit.

6.6 No Party to this Agreement nor the Cooperative shall purposefully submit information to a regulatory agency that conflicts with information submitted by the Project Board in support of any application for a Project Permit. In the event that an application for a Project Permit will interfere with the existing consumptive use permits or existing water, wastewater or reclaimed water facilities of that Project Participant the provisions of Section 6.1 shall apply.

6.7 No Party to this Agreement nor the Cooperative shall legally challenge or support any legal challenge against any proposed or final agency action or any legal instrument with regard to any Project Permit sought by the Project Board, unless the proposed Project Permit directly threatens an existing legal right of a Project Participant to use the water resources of the state, in existence prior to the date of the application for the Project Permit.

6.8 A Member Government of the Cooperative that is not a Party to this Agreement is not responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for any fines, penalties or damages associated with any Project Permits.

6.9 No party nor the Cooperative shall take any action or fail to take an action that results in the City of Fort Meade being unable to utilize its existing constructed water treatment plant and wells.

6.10 Should the Southwest Florida Water Management District attempt to reduce the water allocation currently permitted in the Fort Meade Water Use Permit by the inclusion of a condition in any proposed modification or renewal of the Fort Meade Water Use permit that would have the effect of reducing the said water allocation based upon the proposed or then existing permitting, construction or operation of the Peace River Project, then the Parties shall be responsible for the costs of replacing any such reduced water allocation.

SECTION 7. DISPUTE RESOLUTION. If there is a dispute between two or more Parties arising out of or related to this Agreement which cannot be resolved, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, before proceeding to the default and remedy provisions of this Agreement in

Section 8, the affected Parties ("Mediating Parties") shall attempt to resolve the dispute by non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Mediating Parties who has experience in mediating disputes of a similar nature. The Mediating Parties will use a procedure agreeable to those Parties and the mediator. The Mediating Parties will mediate in good faith, and will be bound by any resulting mediation agreement that is approved by the governing body for each Party, equally share the costs of mediation and timely pay same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute pursuant to Section 8 until (a) the mediator has declared the Mediating Parties are at an impasse, or (ii) one or all Mediating Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

SECTION 8. DEFAULT AND REMEDY. If any Party fails to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising under this Agreement, such action shall constitute a default and the other Parties may seek remedies set forth herein, if that default is not timely cured within thirty (30) days, unless such default is capable of being cured within thirty (30) day, in which case the Party must cure the default as soon as practicable. Recognizing the Project Participants' paramount need for a safe and dependable water supply, the Parties agree that the exclusive remedy for default under this Agreement shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

SECTION 9. SOVEREIGN IMMUNITY AND INDEMNIFICATION. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, neither the Combined Project Participants nor the Project Participants are jointly or severally liable for any torts attributable to the Cooperative and only the Cooperative shall be liable for torts attributable to it or for the torts of its officers, agents, attorneys or employees under this Agreement, and then only to the extent of the waiver of sovereign immunity or limitation specified in Section 768.28, Florida Statutes, regardless of whether such claims are grounded in contract, statute, tort, negligence, product liability, strict liability, or otherwise. Finally, the Cooperative and the Project Board agrees to indemnify and hold the Combined Project Participants and Project Participants harmless from any injury that the Cooperative the Project Board or its officers, agents, attorneys, employees or invitees sustain while carrying out the Cooperative's or the Project Board's obligations under this Agreement.

SECTION 10. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the Parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event

of any legal proceeding arising under this Agreement, the exclusive venue for such proceeding shall be either in a State court of competent jurisdiction located in Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division. In any such legal proceeding, the Parties hereby consent to trial by the court and waive the right to a jury trial as to any issues that are triable before a jury.

SECTION 11. NOTICES.

11.1 All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties and/or Project Associates at their respective addresses shown in the Combined Projects Implementation Agreement.

11.2 All notices shall also be sent to the Project Board.

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

SECTION 12. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity, other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

SECTION 13. AMENDMENT. The Agreement may only be amended in writing executed by all the Parties.

SECTION 14. WAIVER. No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

SECTION 15. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

SECTION 16. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire contract among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 17. EXECUTION OF DOCUMENTS. This Agreement shall be executed in multiple duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

SECTION 18. AMBIGUITY. The Parties agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

SECTION 19. RELATIONSHIP OF THE PARTIES. Nothing herein shall make any Party a partner or joint venturer or create any fiduciary relationship among the Parties.

SECTION 20. GOOD FAITH. The Parties hereby agree to exercise good faith and fair dealings in respect to all matters relating to this Agreement.

SECTION 21. FURTHER ASSURANCES. The Parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

SECTION 22. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

SECTION 23. NON-PARTICIPATING MEMBER GOVERNMENTS. This Agreement is not binding upon and cannot negatively affect a Member Government, who is not a Party to the Agreement either directly or indirectly nor shall a Member Government, who is not a Party to the Agreement, incur any liability under this Agreement solely by virtue of being a Member Government of the Cooperative.

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

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

as a Project Associate.

By: _____
Timothy J. Pospichal, Mayor

Date: _____

ATTEST:

By: _____
Shirley Lowrance, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fredrick J. Murphy, Jr., City Attorney

DRAFT

IN WITNESS WHEREOF, the undersigned has caused this Implementation Agreement to be duly executed and entered into as of the Effective Date.
CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

as a Project Participant.

By: _____
Cory Coler, Mayor

Date: _____

ATTEST:

By: _____
Dawn Wright, City Clerk

DRAFT

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

CITY COMMISSION OF THE
CITY OF LAKELAND, FLORIDA

as a Project Participant.

By: _____
William "Bill" Mutz, Mayor

Date: _____

ATTEST:

By: _____
Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Palmer Davis, City Attorney

DRAFT

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

POLK CITY, FLORIDA, a Florida Municipal Corporation

as a Project Participant.

By: _____
Joseph LaCascia, Mayor

Date: _____

ATTEST:

By: _____
Patricia R. Jackson, City Manager/Clerk

APPROVED AS TO FORM & LEGALITY:

Thomas A. Cloud, City Attorney

DRAFT

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

ATTEST:
of

POLK COUNTY, a political subdivision
The State of Florida
as a Project Participant.

Stacy M. Butterfield
Clerk to the Board of County Commissioners

By:

By: _____
Deputy Clerk

W.C. Braswell, Chair
Board of County Commissioners

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

DRAFT

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

CITY COMMISSION OF THE
CITY OF MULBERRY, FLORIDA

as a Project Associate.

By: _____
George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____
Sharon Lauther, City Clerk

DRAFT

Peace River Project Board

The foregoing Implementation Agreement is approved and ratified by the Project Board pursuant to § 2.11 of the Interlocal Agreement Relating to the Establishment of the Polk Regional Water Cooperative for, on behalf of, and in the name of the Polk Regional Water Cooperative, at a duly convened public Project Board meeting held this ____ day of _____, 2021.

POLK REGIONAL WATER COOPERATIVE

By: _____
Name
Project Board Chair

ATTEST:

By: _____
Name
Secretary, Polk Regional Water Cooperative

DRAFT

IMPLEMENTATION AGREEMENT

THIS PROJECT IMPLEMENTATION AGREEMENT (the "Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and among the following members of the Polk Regional Water Cooperative ("Cooperative"), to wit: the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, Florida 33839, the City of Lakeland whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801, Polk City, Florida, a Florida Municipal Corporation (*fka* City of Polk City") whose address is 123 Broadway Blvd SE, Polk City, Florida 33868, Polk County ("Polk County"), a charter county and political subdivision of the State of Florida whose address is P.O. Box 9005, Bartow, Florida 33831, and the City of Mulberry whose address is P.O. Box 707, Mulberry, Florida 33860, individually also referred to as a "Party" and collectively referred to as the "Parties".

THE PURPOSE of this Agreement is to implement the design, permitting, construction, operation, maintenance and funding of the West Polk Lower Floridan Wellfield, an Approved Water Project of the Cooperative.

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

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

1.1 **"Agreement"** means this West Polk Lower Floridan Wellfield Project Implementation Agreement, as may be amended or restated from time to time.

1.2 “Alternative Procurement Methods” means alternatives to the separate design and construction mechanisms specified in Sections 7.3.7 and 8.2.5 such as “design build,” “construction management at risk” or “public-private partnership.”

1.3 “Base Rate Charge” means for any Fiscal Year, that component of the Water Charge computed according to Section 13.

1.4 “Bidding Budget” means the approved maximum cost for the award of construction contracts. A Bidding Budget is set at the completion of the final design for the Project infrastructure.

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

1.6 “Capital Replacement and Renewal Cost” means all costs incurred by the Project Board for the ordinary renewal, replacement, upgrade and improvement of those aspects of the Project owned by the Cooperative, including, but not limited to filter/membrane replacements, which are not paid from the proceeds of any Obligation and costs that will occur over the life of the Project for the assets comprising the Project.

1.7 “Combined Projects Implementation Agreement” means the Combined Projects Implementation Agreement with an effective date of May 1, 2017, including any amendments thereto.

1.8 “Cooperative” shall have the same meaning as in the Interlocal Agreement. Pursuant to and in accordance with the Interlocal Agreement, all powers, privileges, and duties vested in or imposed on the Cooperative with regards to the approval and

implementation of the Project shall be exercised by the Project Board. Accordingly, references to the “Cooperative” within this Agreement pertaining to the exercise of such powers, privileges, and duties are understood as resulting from the Project Board’s exercise of such authority by and on behalf of the Polk Regional Water Cooperative. For purposes of this Implementation Agreement, the Cooperative acts through the Project Board for the West Polk Lower Floridan Aquifer Wellfield.

1.9 “Construction Budget” means the approved maximum cost for the actual construction of the Project infrastructure, including any contingency. The Construction Budget is set after Project bidding and selection of a contractor or contractors, and may be amended if needed subject to written change orders approved in writing by the Project Board and the Contractor engaged by the Project Board.

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

1.11 “Design Budget” means the preliminary estimated design and construction cost developed for the Project, which is established after completion of the Preliminary Design Report and before work on the final design.

1.12 “Director” shall have the same meaning as in the Interlocal Agreement. For purposes of this Agreement, Directors shall be Directors and/or alternates appointed by the Project Participants.

1.13 **“District”** means the Southwest Florida Water Management District.

1.14 **“Effective Date”** means the date the Agreement takes legal effect as specified in Section 5.

1.15 **“Excess Water”** means Project Water that remains unallocated after completion of the process set forth in Sections 11.1.2.1 through 11.1.2.4.

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

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

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

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

1.20 “Meters” mean those certain water meters and appurtenant recording and transmitting devices to be installed and owned by the Cooperative, as required by Section 11, which are used to measure and bill the quantity of Project Water delivered to each Project Participant or the quantity of Water Offsets withdrawn by a Project Participant.

1.21 “MGD” means million gallons a day.

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

1.23 “Operation and Maintenance Cost” means any and all costs incurred by the Project Board in operating, maintaining and administering the Project, related operation, maintenance, management, security and development of the Project; labor and labor overhead cost; cost associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of the Project. The following are not considered Operation and Maintenance Costs: any cost of litigation or legal judgment against the Cooperative relating to the Project; cost of purchasing any water related to the Project; development expenses relating to expansion of the Project; all costs incurred in planning or applying for, obtaining, maintaining and defending Project Permits, which are not paid under Phase 1 of the Combined Projects Implementation Agreement, Capital Replacement and Renewal Cost and are not payable from the proceeds of any Obligation; administrative, accounting, legal and engineering expenses related to the Project; ordinary and current rentals of equipment or other property related to the Project; refunds of moneys lawfully due to others, pension, retirement, health and hospitalization funds related to the Project; payments in lieu of taxes and impact fees,

if applicable; moneys to be deposited to a Rate Stabilization Fund (if one is established); and administrative costs incurred by the Project Board for management of the Project.

1.24 “Parties” mean the City of Auburndale, the City of Eagle Lake, the City of Lakeland, the City of Polk City, Polk County, and the City of Mulberry.

1.25 “Points of Connection” means the physical location where Cooperative owned infrastructure connects to a Project Participant’s owned infrastructure. For the West Polk Lower Floridan Aquifer Project, this will be where the Cooperatives’ finished water pipeline from the West Polk water treatment plant physically connects to the City of Lakeland’s water system.

1.26 “Project” means the West Polk Lower Floridan Aquifer Project with a Project Yield of approximately 10.00 MGD finished water at the year 2045 buildout.

1.27 “Project Administrator” means the person or persons and/or alternate or alternates designated by the Project Board of the West Polk Wellfield pursuant to Section 7.2 to manage the Project Board’s responsibilities under this Agreement.

1.28 “Project Associate” means a Member of the Cooperative who has elected to become a non-voting Project Associate in order to stay abreast of the status of the Project and enable them to make informed decisions about future participation as a Project Participant. A Project Associate has no financial responsibility or liability for the Project or voting rights but may attend Project Board meetings, participate in Project Board discussions, inform the Project Board about its future plans or needs for Project Water, and make comments and recommendations to the Project Board about the Project’s direction and scope. A Project Associate is not a Project Participant as defined herein.

1.29 “Project Board” shall have the same meaning as in the Interlocal Agreement. The Project Board for the West Polk Wellfield Project will consist of Directors and/or alternates appointed by the Project Participants.

1.30 “Project Participants” means those Parties, other than the Project Associates, who have executed this Agreement for the purpose of implementing this Project, which includes the design, permitting, construction, operation, maintenance and funding of the Project and receipt of Project Water Service from the Project Board.

1.31 “Project Permits” means all permits, licenses or other third-party approvals necessary or convenient for the acquisition, construction, management or operation of the Project, including all permits, licenses or other third-party approvals required so that a Project Participant may use Water Offsets.

1.32 “Project Water” means the finished water produced by the Project to help serve the potable water demands of the Project Participants and the Water Offset used by a Project Participant, who pursuant to the Project plan will not physically take finished water produced by the Project.

1.33 “Project Water Estimate” means the document submitted by each Project Participant to the Project Board detailing the quantity of Project Water on an annual average daily flow basis, it requests to receive during the upcoming Fiscal Year, as specified in Section 11.1.1.

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

1.35 “Project Yield” means the total quantity of Project Water that the Project can reasonably be expected to produce for Project Water Service to the Project Participants, which is expressed as an annual average rate or base production rate.

1.36 “Prudent Utility Practices” means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States of America during the relevant time period or any of the practices, methods and acts, which in the exercise of reasonable judgement in light of facts known, that should have been known, at the time the decision was made, or could have only been expected to accomplish the desired results at a reasonable cost consistent with applicable legal, engineering, reliability, safety and time requirements.

1.37 “PSI” means pounds per square inch.

1.38 “True-up” means the process specified in Section 10 of this Agreement.

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

1.40 “Water Offset” means a quantity of upper Floridan aquifer groundwater withdrawn by a Project Participant that will be offset by another Project Participant relinquishing its right under a SWFWMD permit to withdraw from the upper Floridan aquifer as stated in the Project plan.

1.41 “Water Offset Cost” means the cost of producing Project Water used by one or more Project Participants for use as a Water Offset. The Water Charge paid by a Project Participant for the use of a Water Offset shall cover the cost of producing the Project Water.

1.42 “Water Allotment” means the quantity of Project Water that each Project Participant is entitled to receive from the Project as set forth in the table below. In the event the Project Yield is different from the totals listed in the Water Allotment Table, the Water Allotment

for each of the Project Participants will be determined based on the Water Allotment Percentages set forth in this table.

Project Participants’ 2045 Water Allotment Table:

Project Participants	2045 Water Allotment Annual Average (MGD)	2045 Water Allotment Percentage (%)
City of Eagle Lake	0.20	2.659%
City of Lakeland	6.31	83.909%
City of Polk City	0.03	0.398%
Polk County	0.98	13.034%
TOTAL	7.52	100.000%

These numbers and percentages will be adjusted upon the election of Allotments in Section 2.6 below, including the addition of Project Participants not reflected herein, if any. Any reduction of the Water Allotments set forth in this Section shall only occur by the individual written consent of the affected Project Participant(s).

1.43 “Water Charge” means for any Fiscal Year, the charge established by the Project Board pursuant to Section 12 for providing Project Water Service to the Project Participants. This charge is comprised of the Base Rate Charge and the Water Use Charge.

1.44 “Water Cost Proportionate Share” means for any Fiscal Year, that portion of the Base Rate Charge each Project Participant is obligated to pay. The Water Cost Proportionate Share shall be based on each Project Participant’s projected 2045 water allotments, as revised every five (5) years through the True-Up process set forth in Section 10.

1.45 “Water Transfer Cost” means those costs incurred by the City of Lakeland in transmitting Project Water from the West Polk Lower Floridan Aquifer Wellfield to certain Project Participants.

1.46 “Water Use Charge” means for any Fiscal Year that component of the Water Charge computed according to Section 13.

1.47 **“Weighted Vote Method”** means that each Director is assigned a vote based on its Water Cost Allotment percentage under the Base Rate Cost Allotment Table identified in Section 1.42.

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

2. **PURPOSE OF THE AGREEMENT.**

2.1 **Overall Agreement.** This Agreement governs the overall implementation of the Project, which includes design, permitting, construction, operation, maintenance and funding of the Project and receipt of Project Water Service from the Cooperative acting as the Project Board. It is the intent of this Agreement that Project Water be used to help serve the needs of the Project Participants.

2.2 **Interlocal Agreement.** The Parties have entered into the Interlocal Agreement. In the event of a conflict between the Interlocal Agreement and this Agreement, the Interlocal Agreement shall control.

2.3 **West Polk Lower Floridan Aquifer Wellfield Implementation Agreement.** The Parties to this Agreement have decided to implement this Project. As such, all further implementation of this Project shall be governed by the terms and conditions of this Agreement rather than the provisions of the Combined Projects Implementation Agreement which is hereby superseded.

2.4 **Other Agreements Not Affected by this Agreement.** Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally, nothing in this Agreement is intended to

change any existing agreement, permit and/or other similar administrative matters between the District and any Party.

2.5 Project Participants and Project Associates. At the first meeting of the Project Board after the Effective Date of this Agreement, each Party hereto shall submit to the Project Board its election in writing of status under this Agreement as a Project Participant or a Project Associate. Each Party to this Agreement electing Project Associate status may at any time submit an election in writing to change its status to Project Participant. To receive Project Participant status, the Project Associate shall, prior to the end of the fiscal year, deliver to the Project Board its Project Water Estimate and pay to the Cooperative its proportionate share of the Capital Cost, Capital Renewal and Replacement Cost, Debt Service Cost, and design fees, if applicable, incurred to date by Project Participants, as well as 2.5% of its proportionate share of such costs expended to date. For all others, to receive Project Participant status, any new Project Participant(s) shall, prior to the end of the fiscal year, deliver to the Project Board its Project Water Estimate and pay to the Cooperative its proportionate share of the Capital Cost, Capital Renewal and Replacement Cost, Debt Service Cost, and design fees, if applicable, incurred to date by Project Participants, as well as 7.5% of its proportionate share of such costs expended to date.

2.6 Recognition of Initial Water Cost Allotment. At the first meeting of the Project Board after the Effective Date of this Agreement, each Party intending to be a Project Participant shall provide the Project Board in writing with its 2045 water allotments. The Project Board shall collect the 2045 water allotments prepared by Project Participants and publish those

allotments in a table reflecting the initial Water Cost Allotment for each Project Participant calculated pursuant to Section 1.42.

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

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

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

4.2 Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties: (1) has been duly authorized by the governing authority of each of the Parties; (2) does not require any consent or referendum of the voters; and, (3) does not constitute a default under, or result in the creation of any lien, charge,

encumbrance or security interest upon, the assets of the Parties under any agreement or instrument to which the Parties and their assets may be bound or affected, except as otherwise provided herein.

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

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

5. CONDITIONS PRECEDENT. The Effective Date of this Agreement shall take effect upon satisfaction of the following conditions precedent:

5.1 Execution of the Agreement. This Agreement shall be duly authorized and executed by the Parties.

5.2 SWFWMD Funding Commitment. The Cooperative and the Southwest Florida Water Management District shall execute a contract in which the District agrees to fund at least fifty (50%) percent of the eligible Capital Cost of the Project.

5.3 Satisfaction of Conditions Precedent. The Project Board acting as the Cooperative shall determine when these conditions precedent have been satisfied and the Effective Date of this Agreement.

6. TERM AND TERMINATION. The term of this Agreement shall begin on the Effective Date and remain in effect, unless terminated by written agreement of all the Parties. Termination shall not take place until all Obligations issued by the Cooperative have been repaid, all cooperative funding agreements or grants received by the Cooperative have been completed and any other funding mechanisms used to pay for construction, operation or maintenance of the Project have been successfully concluded.

7. PROJECT ADMINISTRATION.

7.1 Project Administration. The Project Board shall have overall responsibility for implementing the terms of this Agreement. All the powers, privileges and duties vested in or imposed on the Cooperative with regard to implementation of the Project shall be exercised through the Project Board; provided, however, that the exercise of any and all executive, administrative and ministerial powers regarding the Project may be delegated by the Project Board. All decisions of the Project Board shall be by the Weighted Vote Method as specified in this Agreement.

7.2 Project Administrator. No later than thirty (30) days from the Effective Date, the Project Board shall designate the name, address, phone number, fax number and email address of its Project Administrator. The Project Administrator may be changed at any time by the Project Board. The Project Administrator shall act as the Project Board's representative with regard to implementation and management of the Project.

7.3 Performance Standards. The following performance standards shall apply to the Project Board acting as the Cooperative when implementing this Project:

7.3.1 Defend any challenge or protest filed with regard to procurement decisions made pursuant to this Agreement, including the retention of outside legal counsel to defend the action.

7.3.2 Manage the construction, operation and maintenance of the Project in accordance with the requirements of this Agreement.

7.3.3 Procure, prepare and execute contract(s) with technical consultant(s) selected pursuant to this Agreement.

7.3.4 Manage the activities of the technical consultant(s) or other professional(s) to assure that the requirements of this Agreement are met.

7.3.5 Manage the review of interim and final deliverables.

7.3.6 Prepare bids, select bidders and enter into construction contracts as required pursuant to this Agreement.

7.3.7 Approve the use of Alternative Procurement Methods, as specified in Section 8.2.5, for design and construction of the Project.

7.3.8 Manage the activities of the contractor(s) to assure that requirements of this Agreement are met.

7.3.9 Process and pay invoices from consultants, other professionals and contractors.

7.3.10 Initiate and process funding requests to the Project Participants for implementation of the Project.

7.3.11 Issue Obligations, if required, to fund the construction of the Project.

7.3.12 Implement any alternative financing mechanisms.

7.3.13 Conduct the True-Up process specified in Section 10.

7.3.14 Prepare and distribute the Water Charge each Fiscal Year to the Parties.

7.3.15 Receive and account for funds received from the Parties in connection with this Project.

7.3.16 Take legal action, if necessary, in the name of the Cooperative, to require payment of the Water Charge by each Party.

7.3.17 Apply for, receive and account for grant funds received from federal, state, regional or local sources in connection with the Project.

7.3.18 Submit or modify applications for Project Permits. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize Project Permit applications. Obtain all the Project Permits.

7.3.19 Submit applications to modify or renew Project Permits issued in connection with the Project. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize applications to modify or renew Project Permits. Obtain all modifications or renewals of Project Permits.

7.3.20 Communicate with regulatory agencies and other interested persons and attend meetings as needed to obtain all the Project Permits, including any modification or renewal.

7.3.21 Negotiate the terms of any Project Permit, including any modification or renewal or permit conditions with the regulatory agencies.

7.3.22 Maintain any Project Permit issued in connection with the Project, including, but not limited to, complying with all permit conditions.

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

7.3.24 Undertake legal actions as necessary to further the work authorized under this Agreement, including the retention of outside legal counsel to defend the action.

8. PROJECT IMPLEMENTATION. The following stages shall be followed to implement the Project. The Project Board shall procure a consultant or consultants to perform all or a portion of the professional services needed for each stage described below.

8.1 Final Design and Bidding Stage.

8.1.1 Upon selection of the consultant by the Project Board, through its Project Administrator shall obtain a scope and fee from the consultant for the final design and Bidding Budget and shall present it to the Project Board for approval.

8.1.2 The Project Board shall require the consultant to prepare (1) a final design in relative conformance with the Project Preliminary Design Report, and (2) a Bidding Budget based on the final design. The final design shall, at a minimum, include a 60% final design and 100% final design, and shall present the 60% design as a single line item. The 60% final design shall include design specifications, design drawings, an estimated Bidding Budget, and an estimate of real estate acquisition costs. The 100% final design shall include design specifications, design drawings, the final Bidding Budget, and an estimate of real estate acquisition costs.

8.1.3 Once the consultant has completed the 60% final design, the Project Administrator will present it to the Project Board. Any member of the Project Board may withdraw from the Project as provided in Section 19 following completion of 60% final design. The consultant shall not commence the 100% final design until after the Project Board has approved the 60% final design.

8.1.4 The engineering consultant will apply for and obtain any Project Permits not obtained before the Effective Date, with the exception of those that are to be obtained by the construction contractor.

8.1.5 Project Participants will develop funding mechanisms as required for their individual sufficient fiscal obligations to the Project.

8.1.6 The Cooperative will execute funding agreement(s) with the District to provide up to fifty (50) percent cooperative funding of the eligible Capital Costs of the Project.

8.1.7 Upon approval of the final design and Bidding Budget by the Project Board, the Project Board will procure bids from contractors to construct the Project and the Project Administrator will obtain a scope and fee from the consultant for its services for the Construction stage for construction observation and administration services for approval by the Project Board.

8.1.8 The Project Administrator shall present both the selected contractor and Construction Budget and the engineering consultant's fee for construction administration to the Project Board for approval.

8.1.9 The Project Board may approve the use of Alternative Procurement Methods as allowed by Florida Statutes including Chapters 255 and 287, in place of the separate design and construction mechanisms described Sections 1.2 and 8.3, including the procurement of a construction manager at risk.

8.2 Real Estate Acquisition Stage. After Project Board approval of the 60% final design the Cooperative shall acquire any real property interests necessary to implement the Project, subject to the limitations of the Interlocal Agreement.

8.3 Project Construction Stage. The Project Construction Phase begins upon completion of the Final Design and Bidding Stage. The Project Board shall make all decisions

regarding the procurement of a contractor or construction manager at risk to construct the Project. The Project Administrator shall submit all change orders to the Project Board for approval unless otherwise designated by the Project Board.

8.4 Project Operation and Maintenance Stage. The Project Board acting as the Cooperative, upon completion of project construction, shall at all times operate and maintain the Project facilities in its ownership in accordance with Prudent Utility Practices.

9. OWNERSHIP. The Cooperative shall own the Project facilities, including the water treatment plant and transmission lines up to and including the Points of Connection. Ownership does not include any infrastructure or facilities owned by Project Participants as of the time of the execution of this Agreement.

10. TRUE-UP. Before the beginning of each fiscal year, the Project Board will consider for approval any proposed additions, assignments and substitutions proposed under the process set forth in Section 20. At least every 5 years after the Effective Date of this Agreement and every 5 years thereafter, the Project Board will determine the size and timing of the next phase of construction. Any additions, substitutions, assignments or revisions to the size and timing of construction phases must be approved by the Project Board and reflected in an Amendment to this Agreement.

11. PROJECT WATER SERVICE.

11.1 Delivery of Project Water Service. During each Fiscal Year, starting with the Fiscal Year in which the Project Water Service is scheduled to commence, the Project Board shall provide Project Water Service to the Project Participants, as follows:

11.1.1 Delivery of Project Water Estimates. Each Project Participant desiring to take Project Water shall deliver to the Project Board its Project Water Estimate for the

upcoming Fiscal Year on or before May 1. The Project Water Estimate shall identify the quantity of Project Water, at an annual average daily rate, the Project Participant requests the Project Board to deliver to its Point of Connection during the upcoming Fiscal Year or the quantity of Water Offset, at an annual average daily rate that the Project Participant requests to use during the upcoming Fiscal Year. A Project Water Estimate must include all the water a Project Participant will need. The Project Administrator shall send a written reminder to the Project Participants on or before April 1, if a Project Water Estimate has not been received from that Project Participant. If a Project Participant fails to deliver a Project Water Estimate to the Project Administrator by May 1, then the Project Participant shall be deemed to have requested its full Water Allotment for the upcoming Fiscal Year.

11.1.2 Prioritization of Project Water. In the event the total quantity of Project Water requested in the Project Water Estimates exceeds the Project Yield, the available Project Water will be allotted by the Project Board according to the following priority schedule:

11.1.2.1 Every Project Participant with a Water Allotment shall be allowed to take up to its full Water Allotment from the Project.

11.1.2.2 Every Project Participant with a Water Allotment shall be allowed to take water in excess of its Water Allotment as long as the Project Participant has received all or a part of another Project Participant's Water Allotment for the upcoming Fiscal Year. Any transfer of Water Allotments shall be in writing and executed by both Project Participants and shall be included with the Project Estimates submitted by both Project Participants. Any transfer of Water Allotments between Project Participants must be reviewed and approved by the Project Board as to technical feasibility.

11.1.2.3 In the event a Project Participant with a Water Allotment delivers a Project Water Estimate to the Project Board indicating its intent to take a Water Offset during the upcoming Fiscal Year in an amount not exceeding its Water Allotment, a Project Participant may voluntarily request a Water Offset in its Project Water Estimate in order to offset the quantity of Water Offset used by another Project Participant. The request by a Project Participant in its Project Water Estimate to take a Water Offset must be reviewed and approved by the Project Board as to technical feasibility.

11.1.2.4 If there is Excess Water available for use by Project Participants after the available Project Water has been allocated pursuant to Sections 11.1.2.1 through 11.1.2.4, then the Excess Water will be allocated among the Project Participants requesting Project Water on a pro rata basis.

11.2 System Operation. The Project Board shall at all times maintain the Project in accordance with Prudent Utility Practices. The Project Board shall adopt an adequate budget to pay for all Operation and Maintenance Costs for the Project as required to provide Project Water Service, as set forth in this Agreement. The Project Board shall provide sufficient personnel, with appropriate experience and credentials to undertake all regulatory requirements imposed with regard to the Project, while providing for reliable operations and maintenance. If new regulatory requirements necessitate capital improvements, the Project Board shall take all necessary actions to accomplish the same. The Project Board shall be responsible for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through 1) material errors or omissions by its personnel or agents in the day-to-day operations of the Project; or, 2) the failure of the Project Board to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Project

Permit. The Project Board shall maintain adequate catastrophic insurance on the Project on such terms and amounts as established by the Project Board.

11.3 Water Quality. The Project Board shall deliver Project Water to each Project Participant's Point of Connection that: (1) is stabilized and of good and uniform quality; (2) meets all applicable federal and state drinking water standards and regulations, including, but not limited to the standards set forth in Chapter 62-550, Florida Administrative Code, as may be amended or superseded from time to time; and, (3) meets whatever disinfection and treatment techniques under this Agreement or set forth in Phase 1 of the Combined Projects Implementation Agreement. This Section 11.3 shall not apply to Water Offsets used by a Project Participant.

11.4 Water Pressure. The Project Board shall deliver Project Water to each Project Participant's Point of Connection at a minimum pressure of 30 PSI. This Section 11.4 shall not apply to Water Offsets used by a Project Participant.

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

11.6 Acquisition of Real Property. The Cooperative shall use its best efforts to acquire all interests in real and personal property (if any) necessary for expansion, construction, management and operation of the Project, in a manner consistent with the Interlocal Agreement.

11.7 Compliance with the Law. The Cooperative, the Project Board, the Parties, and Project Associates shall comply with all laws, rules and regulations applicable to this Agreement and its obligations thereunder.

12. POINTS OF CONNECTIONS AND METERING FACILITIES.

12.1 Points of Connection. The Points of Connection and the location of the Meters used for the delivery of Project Water to the Project Participants will be identified by the Project Board no later than 30 days after the 60% design presentation to the Project Board for those Project Participants with a Water Allotment under the Water Allotment Table set forth above. This requirement applies equally to those Project Participants that will physically take Project Water and those Project Participants that will take Water Offsets. The Project Board and a Project Participant may, by mutual written agreement, more specifically identify or modify the Point of Connection or the location of the corresponding Meter. Any change in the Points of Connection or the location of the Meters shall be reflected in a map prepared by the Project Board.

12.2 Installation and Maintenance of Meters. The quantity of Project Water delivered by the Project Board to each Point of Connection or the quantity of Water Offsets taken by a Project Participant shall be exclusively measured by a Meter. The Cooperative shall own, install, maintain and read each Meter. The type of Meter shall be selected at the discretion of the Project Board, subject to compliance with industry standards for similar Meters.

12.3 Inspection of Meters. Each Meter shall be inspected annually and an inspection report shall be prepared at the conclusion of each inspection detailing the condition and accuracy of each Meter. Each inspection shall be performed by a representative of the manufacturer or other certified, competent entity agreeable to the Project Board and the Project Participants and a copy of each inspection report shall be furnished to all Project Participants. Upon request of a Project Participant, the Project Board shall make arrangements for a test of the Meter installed at the Project Participant's Point of Connection by an independent testing entity. The Project Board shall be responsible for selecting and engaging the independent testing entity. All costs and expenses shall be borne by the Project Participant requesting the test, unless the

Meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case, the cost and expense of the test shall be borne by the Project Board and such cost may not be passed along to the Project Participant requesting the test, as part of the Water Charge.

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

13. WATER CHARGE. For each Fiscal Year, the Project Participants shall pay to the order of the Cooperative the applicable Water Charge as follows:

13.1 General. The Water Charge shall be sufficient to pay the Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs incurred by the Project Board in order to provide Project Water Service to the Project Participants for the upcoming Fiscal Year. The Water Charge shall consist of a Base Rate Charge and a Water Use Charge, including any Operation and Maintenance Costs. The Water Charge shall be uniform for all Project Participants. The Water Charge shall be computed in the manner specified in Section 13.4, prior to the upcoming Fiscal Year and the Project Participants shall be notified of the Water Charge for the upcoming Fiscal Year in the manner provided in Section 13.3. The Water Charge shall be uniform to all Project Participants and the Project Board may not discriminate against any Project Participant, when

establishing the Water Charge. Establishment of the Water Charge shall be made by the Project Board and the Project Board's decision shall not be subject to supervision or regulation by any commission, board, bureau, agency, municipality, county or political subdivision of the State of Florida.

13.2 Notification of Water Charge. On or before May 31 prior to the Fiscal Year in which the Project Water Service is scheduled to commence and on or before every May 31st thereafter, the Project Board shall provide the Project Participants the Water Charge for the upcoming Fiscal Year. The Water Charge shall be accompanied by a report detailing the manner in which the Water Charge was computed for the upcoming Fiscal Year. In lieu of a report, the basis for the Water Charge may be detailed in the annual budget adopted by the Project Board for this Project for the upcoming Fiscal Year.

13.3 Establishment of Water Charge. The Water Charge shall be established as follows:

13.3.1 Base Rate Charge. The Base Rate Charge shall be computed as follows:

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

13.3.1.2 The Base Rate Charge shall consist of the total of the Debt Service Cost, Capital Renewal and Replacement Cost and Fixed Operation and Maintenance Cost determined pursuant to Section 13.3.1.1. The Base Rate Charge shall be allocated among each Project Participant based upon each Project Participant's Water Cost Allotment Percentage

identified in the then effective Base Rate Cost Allotment Table in Section 1.42, as it may be modified pursuant to Section 10, for the upcoming Fiscal Year.

13.3.1.3 The Base Rate Charge allotment computed for each Project Participant pursuant to Section 13.3.1.2 shall be increased by any underpayment or decreased by any overpayment determined pursuant to Sections 13.6 and/or 10 of this Agreement.

13.3.2 Water Use Charge. The Water Use Charge shall be computed as the Variable Operation and Maintenance Cost determined pursuant to Section 13.3.1.1 divided by the total of all the Project Water Estimates submitted by the Project Participants for the upcoming Fiscal Year and expressed as a cost per thousand (1,000) gallons of water.

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

13.4.1 The Project Participants shall pay their individual Base Rate Charge allotment as specified in Section 13.3.1 in twelve (12) equal monthly payments during each calendar month starting in October and ending on the following September.

13.4.2 The Project Participants shall pay their Water Use Charge on a monthly basis. Each Project Participant's monthly payment shall be determined by multiplying the actual amount of Project Water delivered by the Project Board to the Project Participant's Point of Connection during the prior calendar month by the Water Use Charge identified in Section 13.3.2.

13.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Project Board shall maintain accounts and records of actual water use by the Project Participants, all revenue received from all sources to meet the cash needs of the Project and the actual Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs incurred with respect to the

Project. On or before each January 31, beginning on the January 31 immediately following the Fiscal Year in which Project Water Service commenced, the Project Board shall complete an audit of the aforesaid records and accounts and determine what should have been the Water Charge for each Project Participant based on actual costs during the preceding Fiscal Year. For purposes of this audit, it shall be assumed that the Project Participants have used the quantity of water specified in their Project Water Estimates even if actual water use was less. Said audit shall be conducted by a nationally recognized certified public accounting firm. In the event the audit determines an underpayment was made by a Project Participant, then said underpayment shall be added to that Project Participant's Base Rate Charge for the upcoming Fiscal Year and paid in the manner specified in Section 13.4.1. If the audit determines that an overpayment was made by a Project Participant, then said overpayment shall be deducted from that Project Participant's Base Rate Charge for the upcoming Fiscal Year in the manner specified in Section 13.4.1.

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

13.7 Grants and Other Sources of Funding. The Project Board or its duly authorized designee may, in the name of the Cooperative, seek grants and utilize other funding sources to cover any costs that would otherwise have to be paid through the Water Charge. Any funds obtained by Cooperative from these other sources must be used to pay Project costs that would otherwise need to be paid by the Project Participants through the Water Charge.

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

14.1 Billing and Payment. The Project Board shall invoice each Project Participant for their Water Use Charge on regular monthly intervals. The Meters shall be read and recorded on or about the last normal work day of the calendar month during which the Project Water Service was provided. Billing to each Project Participant shall be made on the 10th day of the following calendar month. Payment of the Water Charge shall be made to the order of the Cooperative and tendered to the Project Board no later than thirty (30) days after which the statement was received. If the Water Charge or any portion thereof remains unpaid following their due date, the Project Participants shall be charged with and pay to the order of the Cooperative interest on the amount unpaid from its due date until paid at the rate of one (1.0) percent monthly, or 12% per annum.

14.2 Irrevocable Commitment to Pay. The Project Participants shall pay their respective Water Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 14.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Project Board acting as the Cooperative is undertaking the acquisition, construction, operation and replacement and expansion of the Project on the representation, warranties and covenants of the Project Participants to pay the Water Charge in a timely manner.

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

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

14.5 Prohibition Against Indebtedness and Ad Valorem Taxation. The obligation of the Project Participants to pay the Water Charge pursuant to this Agreement does not constitute general indebtedness of the Project Participants or any other municipality or county within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Project Participants. Neither the Cooperative, Project Board, or the holder of any Obligations issued by the Cooperative to finance the construction, alteration, improvement, replacement, expansion or operation of the Project nor any regional, state or federal agency providing cooperative funding to fund the construction, alteration, improvement, replacement, expansion or operation of the Project shall have the right to require the Project Participants to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 14.3.

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

16. FORCE MAJEURE.

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

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

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

17. DISPUTE RESOLUTION. If there is a dispute between two or more Parties arising out of or related to this Agreement which cannot be resolved, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, before proceeding to the default and remedy provisions of this Agreement in Section 18, the affected Parties (“Mediating Parties”) shall attempt to resolve the dispute by non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Mediating Parties who has experience in mediating disputes of a similar nature. The Mediating Parties will use a procedure agreeable to those Parties and the mediator. The Mediating Parties will mediate in good faith, and will be bound

by any resulting mediation agreement that is approved by the governing body for each Party, equally share the costs of mediation and timely pay same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute pursuant to Section 18 until (a) the mediator has declared the Mediating Parties are at an impasse, or (ii) one or all Mediating Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

18. DEFAULT AND REMEDY.

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

18.2 Project Participant Payment Dispute. A Project Participant that disputes a payment of the Water Charge under Section 13 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Project Participant, the Project Board shall elect to either pay the disputed charge as a credit against the

Water Charge for the next Fiscal Year or through a direct one-time payment to the Project Participant.

18.3 Suspension of Project Water Service in the Event of Non-Payment of the Water Charge. A Project Participant that fails to pay its Water Charge or any portion thereof within ninety (90) days following its due date shall be in default of this Agreement and upon thirty (30) days written notice, the Project Board may suspend Project Water Service to the Project Participant and prohibit a Project Participant from using Water Offsets unless there is in mediation a good faith dispute or suspension of service compromises the health, safety, and welfare of the end water users. Suspension of Project Water Service to a Project Participant or prohibition of the use of Water Offsets by a Project Participant because of its failure to pay the Water Charge or any portion thereof shall not excuse the Project Participant from paying the Base Rate Charge, when it becomes due nor prohibit the Project Board from continuing to charge interest on the unpaid amount. Upon payment of all outstanding Water Charges, including any interest, the Project Board shall immediately resume Project Water Service to the Project Participant or immediately allow a Project Participant to use a Water Offset. The Project Board's decision to suspend Project Water Service to a Project Participant or to prohibit Water Offsets use by a Project Participant under this Section shall not be subject to the dispute resolution process in Section 17 and shall not be considered a default under Section 18. However, the Project Board's failure to resume Project Water Service or to allow a Project Participant to use Water Offsets upon payment of all outstanding Water Charges, including any interest, may constitute a default under Section 18 and shall be subject to the dispute resolution process specified in Section 17.

19. WITHDRAWAL OF A PROJECT PARTICIPANT FROM THIS AGREEMENT.

19.1 Withdrawal Before the Decision to Commence 100% Final Design.

Once the 60% design is complete, the Project Administrator will present it to the Project Board. Within 45 days after the 60% design presentation to the Project Board, any Project Participant may withdraw from the Project. Any withdrawal must be in writing and provided as set forth in Section 25 of this Agreement. Within 45 days after the time set for any Member to withdraw, the Project Board shall convene and the remaining members of the Project Board shall consider approval of the 60% design and authorization to proceed with 100% final design. A Project Participant who withdraws from this Agreement before the decision to commence with 100% final design shall remain liable for payment of its share of the cost for the 60% final design, but shall not be liable for any future costs of the Cooperative or the Project Board. The Parties to this Agreement expressly acknowledge that construction costs, financing options, and other material terms set forth in this Agreement may be further refined and clarified when the 60% design has been completed. During the initial thirty (30) days of the Withdrawal Period, a Project Participant may propose modifications to the Agreement that address material terms of the Agreement. At the conclusion of such thirty (30) day period, the Project Participant shall address whether to accept or reject the proposed modifications. If any modifications are accepted by the Project Participants, the Project Participants shall execute a formal amendment to this Agreement.

19.2 Withdrawal After the Decision to Commence 100% Final Design. A

Project Participant who withdraws from this Agreement after the decision to commence 100% final design shall remain liable for payment of its share of the cost for the Final Design and Bidding Stage, and shall remain liable for payment of its share of the Water Use Charge. If the withdrawing Project Participant has submitted a Project Water Estimate to the Project Board for the current Fiscal Year, then it shall remain liable to pay the Water Use Charge for that Fiscal Year, as if it

had taken the entire quantity of Project Water specified in its Project Estimate. Additionally, unless the remaining Project Participants take all or a portion of the withdrawing Project Participant's Water Cost Allotment, the withdrawing Project Participant shall continue to remain liable for payment of its share of the Base Rate Charge. This liability shall continue for the term of the Agreement, until such time as the withdrawing Project Participant's Water Cost Allotment is completely redistributed among the remaining Project Participants.

19.3 Duties of and effect on Withdrawing Project Participant. A withdrawing Project Participant shall no longer be considered a voting member of the Project Board with regard to that specific Project. Upon notice by the Project Board, a withdrawing Project Participant shall apply to withdraw from any Project Permits issued in its name and shall not oppose or challenge any modification to a Project Permit necessitated by its withdrawal. A withdrawing Project Participant shall surrender its Water Allotment, if any, and immediately forfeit its right to receive Project Water Service from the Project Board, including the use of Water Offsets.

19.4 Redistribution of Water. All of a withdrawing Project Participant's Water Allotment, if any, shall be subject to redistribution among the remaining Project Participants. Each remaining Project Participant shall be entitled to a pro-rated amount of the withdrawing Project Participant's Water Allotment, if any, based upon the then applicable Water Allotment Table. Redistribution of the withdrawing Project Participant's Water Allotment to the remaining Project Participants shall take place within sixty (60) days of the Parties receiving written notice of the withdrawing Project Participant's intent to withdraw from this Agreement. During this sixty (60) day period a Project Participant will notify the Project Board in writing of its intent to take some or all of the withdrawing Project Participant's Water Allotment. Any redistribution of the withdrawing Project Participant's Water Allotment to another Project Participant must be reviewed

and approved by the Cooperative Project Board as to technical feasibility. If two or more existing Project Participants exercise their right to take all of the withdrawing Project Participant's Water Allotment, then the withdrawing Project Participant's Water Allotment shall be redistributed in equal portions to the Project Participants, which requested redistribution. Any of the withdrawing Party's Water Allotment that is not redistributed, shall become Excess Water.

19.5 Survival. The provisions of this Section 19 shall survive the termination of this Agreement.

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

20.1 Substitution. As a matter of right, a new Project Participant or an existing Project Participant may be substituted for an existing Project Participant, if the new Project Participant or existing Project Participant agrees to fully perform all the obligations of the existing Project Participant. Substitution shall mean the new or existing Project Participant shall at a minimum succeed to the old Project Participant's entire Water Allotment, if any, and Water Cost Allotment. Prior to substitution taking effect, the existing Project Participant must notify the other existing Project Participants in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Project Participants, who shall be allowed at least sixty (60) days to exercise the right of first refusal. This right of first refusal shall only apply when a new Project Participant is substituted for an existing Project Participant. If one of the existing Project Participants exercises its right of first refusal during this time period, then all of the substituted Party's Water Allotment, if any, and Water Cost Allotment shall be assigned to the existing Project Participant. If two or more existing Project Participants exercise their right of first refusal during this time period, then all of the substituted Project Participant's Water Allotment, if

any, and Water Cost Allotment shall be reassigned in equal portions to the existing Project Participants. If none of the existing Project Participants commit to acquire the substituted Project Participant's entire Water Allotment, if any, and Water Cost Allotment during this sixty (60) day period, then the other existing Project Participants shall be considered to have waived their right of first refusal. Any substitution under this Section 20.1 must be reviewed and approved by the Project Board as to technical feasibility. Once the substitution takes place, the substituted Project Participant shall withdraw from the Agreement and shall no longer be considered a voting member of the Project Board. Additionally, the substituted Project Participant shall cooperate with the Project Board in any modifications to the Project Permits necessary to effectuate the substitution.

20.2 Addition. A new Project Participant may be added by the unanimous decision of all the current Project Participants so long as the new Project Participant is a public agency.

20.2.1 Cost to become a new Project Participant. The provisions of this section 20.2 are established to provide equity among all Project Participants and to provide an incentive for local governments to subscribe early. Any new Project Participant that joins this Agreement after it is first executed under the process described in this Section 20 of this Agreement shall pay its proportionate share of the costs incurred by the Project Participants before the new Project Participant joins the Agreement, design fees if applicable, and its proportionate share of the Project Costs expended to date. This amount is in addition to the Water Charge for each upcoming fiscal year as described in section 13. When this occurs, the percentage collected shall be refunded proportionately to the initial Project Participants who joined this Agreement when it was first executed.

20.2.2 Amendment of Water Charge. When a new Project Participant is added pursuant to this Section 20.2, the existing Project Participants must amend the Agreement to reflect the reassignment of Water Allotments and Water Cost Allotments among the existing Project Participants and the new Project Participant. The Project Board will also determine how the new Base Water Charge is allocated among the new group of Project Participants taking into consideration the short and long-term costs and benefits of the new infrastructure to the new and existing Project Participants including any savings realized due to economies of scale.

20.3 Assignment. As a matter of right, an existing Project Participant may assign a portion of its Water Allotment, if any, and its Water Cost Allotment to a new Project Participant or an existing Project Participant, if the new Project Participant or existing Project Participant agrees to fully perform all the obligations of the existing Project Participant. Any new assignee Project Participant must be a public agency. The complete assignment of an existing Project Participant's Water Allotment, if any, and Water Cost Allotment to a new Project Participant or an existing Project Participant shall be treated as a substitution under Section 20.1. Prior to the assignment taking effect, the existing Project Participant must notify the other existing Participants in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Project Participants, who shall be provided at least sixty (60) days to exercise the right of first refusal. This right of first refusal shall only apply when the assignee is a new Project Participant. If one of the existing Project Participants exercises its right of first refusal during this time period, then the portion of the assigning Project Participant's Water Allotment, if any, and Water Cost Allotment up for assignment shall be transferred to the existing Project Participant. If two or more existing Project Participants exercise their right of first refusal during this time period, then the portion of the assigning Project Participant's Water Allotment, if any,

and Water Cost Allotment up for assignment shall be transferred in equal portions to the existing Project Participants. If none of the existing Project Participants commit to acquire the assigning Project Participant's Water Allotment, if any, and Water Cost Allotment up for assignment, then the other existing Project Participants shall be considered to have waived their right of first refusal. The right of first refusal shall not apply when an existing Party is the assignee. Any assignment under this Section 20.3 must be reviewed and approved by the Project Board as to technical feasibility. Once the assignment takes place, the assigning Project Participant shall still be a Party to the Agreement, but it shall forfeit or surrender the assigned portion of its Water Allotment and Water Cost Allotment to the assignee Project Participant. Once assignment takes place, the assigning Project Participant shall cooperate with the Project Board in any modification to the Project Permits necessary to effectuate this assignment.

21. PERMITS.

21.1 Neither the Cooperative, the Project Board, or any Member of the Cooperative shall interfere with the existing consumptive use permits or existing water, wastewater, or reclaimed water facilities of a Member Government, except as may otherwise be consented to in writing by the Member Government.

21.2 The Parties shall cooperate with each other and no Project Participant shall interfere with the Project Board's ability to obtain, maintain and comply with any Project Permits.

21.3 No Project Participant shall purposefully submit information to a regulatory agency that conflicts with information submitted by the Project Board in support of any application for a Project Permit. In the event that an application for a Project Permit will interfere with the existing consumptive use permits or existing water, wastewater or reclaimed water facilities of that Project Participant the provisions of Section 21.1 shall apply .

21.4 No Project Participant shall legally challenge or support any legal challenge against any proposed or final agency action or any legal instrument with regard to any Project Permit sought by the Project Board, unless the proposed Project Permit directly threatens an existing legal right of a Project Participant to use the water resources of the state, in existence prior to the date of the application for the Project Permit.

21.5 A Member Government of the Cooperative that is not a Party to this Agreement is not responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for any fines, penalties or damages associated with any Project Permits.

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

22.1 Acquisition of Real Property. The Project Participants shall cooperate and assist and not interfere with the Cooperative's ability to acquire all interests in real property necessary to construct, manage and operate the Project, provided the acquisition is not inconsistent with the Interlocal Agreement.

22.2 Construction, Management and Operation of the Project. The Project Participants shall cooperate and not interfere with the Project Board's ability to construct, manage and operate the Project.

22.3 Obligations. The Project Participants shall cooperate with the Cooperative and/or Project Board should the Cooperative and/or the Project Board decide in accordance with

the Agreement to issue Obligations to fund any Capital Costs incurred by the Cooperative and/or the Project Board with regard to the Project. In said event, the Project Participants shall comply with the reasonable request of the Cooperative and/or the Project Board and will, upon such request, do as follows: (1) make available general material and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that any general material and financial information is accurate, does not contain any untrue statements of material fact and does not omit to state a material fact necessary to make the statements contained in the general material and financial information, in light of the circumstances under which they were made not misleading; (4) provide reasonable certifications to be used in a transcript of closing documents; (5) provide and pay for reasonable requested opinions of counsel as to the binding effect of this Agreement, the validity of actions taken as a result of the Agreement, title to real property, as applicable, and pending litigation which could materially affect the Party's performance under the Agreement; and, (7) provide guarantee agreements, if required in order to obtain the Obligations. In addition, each Project Participant agrees to take no action which shall adversely affect the exclusion from gross income of interest on the Obligations for purposes of federal income taxation.

22.4 Grants and Other Sources of Funding. The Project Participants shall cooperate with the Cooperative and/or the Project Board in seeking alternative sources of funding for the Project, including, but not limited to, grants.

23. SOVEREIGN IMMUNITY AND INDEMNIFICATION. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, neither the

Combined Project Participants nor the Project Participants are jointly or severally liable for any torts attributable to the Cooperative and only the Cooperative shall be liable for torts attributable to it or for the torts of its officers, agents, attorneys or employees under this Agreement, and then only to the extent of the waiver of sovereign immunity or limitation specified in Section 768.28, Florida Statutes, regardless of whether such claims are grounded in contract, statute, tort, negligence, product liability, strict liability, or otherwise. Finally, the Cooperative and the Project Board agrees to indemnify and hold the Combined Project Participants and Project Participants harmless from any injury that the Cooperative the Project Board or its officers, agents, attorneys, employees or invitees sustain while carrying out the Cooperative's or the Project Board's obligations under this Agreement.

24. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the Parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event of any legal proceeding arising under this Agreement, the exclusive venue for such proceeding shall be either in a State court of competent jurisdiction located in Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division. In any such legal proceeding, the Parties hereby consent to trial by the court and waive the right to a jury trial as to any issues that are triable before a jury.

25. NOTICES

25.1 All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties and/or Project Associates at their respective addresses shown below or such other

addresses as a Party and/or Project Associate may designate by prior notice given in accordance with this provision to the other Parties and/or Project Associates:

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

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

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

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-405-1125

Polk City, Florida
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375 Ext. 237

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

25.2 All notices shall also be sent to the Project Board, with a separate copy to the Project Administrator.

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

26. TIME EXTENSIONS. The Project Board may extend or change any of the deadlines specified in this Agreement.

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

28. AMENDMENT. The Agreement may only be amended in writing executed by all the Parties.

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

30. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent

of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

31. ATTORNEY'S FEES AND COSTS.

31.1 Dispute Resolution or Litigation Under the Agreement. Each Party shall bear its own costs, including attorney's fees, incurred in any litigation arising under this Agreement. Notwithstanding the foregoing, any costs, including attorney's fees incurred by the Project Board in any dispute resolution or litigation arising under this Agreement may be included in computation of the Water Charge upon approval by the Project Board.

31.2 Litigation Outside the Agreement Concerning the Project. Any damages or costs, including attorney's fees incurred by the Project Board in any litigation concerning the Project, excluding litigation described in Section 31.1 of this Agreement, shall be included in computation of the Water Charge. Any damages or costs, including attorney's fees awarded to the Project Board in any litigation concerning the Project, excluding litigation described in Section 31.1, shall be deemed a credit to be considered in computation of the Water Charge.

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

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

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

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

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

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

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

Statutes or make into a public record a document that is not a public record under the applicable law.

39. NON-PARTICIPATING MEMBER GOVERNMENTS. This Agreement is not binding upon and cannot negatively affect a Member Government, who is not a Party to the Agreement either directly or indirectly nor shall a Member Government, who is not a Party to the Agreement, incur any liability under this Agreement solely by virtue of being a Member Government of the Cooperative.

[Signatures begin on the following pages]

DRAFT

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

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

as a Project Associate.

By: _____
Timothy J. Pospichal, Mayor

Date: _____

ATTEST:

By: _____
Shirley Lowrance, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fredrick J. Murphy, Jr., City Attorney

DRAFT

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

CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

as a Project Participant.

By: _____
Cory Coler, Mayor

Date: _____

ATTEST:

By: _____
Dawn Wright, City Clerk

DRAFT

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

CITY COMMISSION OF THE
CITY OF LAKELAND, FLORIDA

as a Project Participant.

By: _____
William "Bill" Mutz, Mayor

Date: _____

ATTEST:

By: _____
Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Palmer Davis, City Attorney

DRAFT

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

POLK CITY, FLORIDA, a Florida Municipal Corporation,
as a Project Participant.

By: _____
Joe LaCascia, Mayor

Date: _____

ATTEST:

By: _____
Patricia R. Jackson, City Manager/Clerk

DRAFT

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

ATTEST:

POLK COUNTY, a political subdivision of
The State of Florida

as a Project Participant.

Stacy M. Butterfield
Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

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

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

DRAFT

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

CITY COMMISSION OF THE
CITY OF MULBERRY, FLORIDA

as a Project Associate.

By: _____
George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____
Sharon Lauther, City Clerk

DRAFT

West Polk Lower Floridan Aquifer Project Board

The foregoing Implementation Agreement is approved and ratified by the Project Board pursuant to § 2.11 of the Interlocal Agreement Relating to the Establishment of the Polk Regional Water Cooperative for, on behalf of, and in the name of the Polk Regional Water Cooperative, at a duly convened public Project Board meeting held this ____ day of _____, 2021.

POLK REGIONAL WATER COOPERATIVE

By: _____
Name
Project Board Chair

ATTEST:

By: _____
Name
Secretary, Polk Regional Water Cooperative

DRAFT