

**POLK CITY**

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

February 21, 2022

Polk City Government Center  
123 Broadway Blvd., SE

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**CALL TO ORDER** – Mayor Joe LaCascia

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

**PLEDGE OF ALLEGIANCE** – Mayor Joe LaCascia

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

**ESTABLISHMENT OF A QUORUM**

**APPROVE CONSENT AGENDA**

**PRESENTATIONS AND RECOGNITIONS**

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

**AGENDA**

1. **PUBLIC HEARING – ORDINANCE 2022-01** - AN ORDINANCE OF THE CITY COMMISSION OF POLK CITY, FLORIDA, AMENDING THE POLK CITY CODE OF ORDINANCES (THE “CITY CODE”) CREATING CHAPTER 9 IN THE CITY CODE; CREATING A CITY ELECTION CODE; AMENDING & RENUMBERING §§ 2-11 AND 2-12 OF THE CITY CODE; PROVIDING FOR SEVERABILITY, CONFLICTS, & AN EFFECTIVE DATE. **First Reading**
  - a. *Open Public Hearing*
  - b. *Close Public Hearing*
  - c. *Discussion and Action from the Commission*
2. **PUBLIC HEARING – ORDINANCE 2022-02** - AN ORDINANCE OF THE CITY COMMISSION OF POLK CITY, FLORIDA; PROVIDING A SHORT TITLE; PROVIDING FOR INTENT, PURPOSE, & EFFECT; CONSENTING TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY INTO A POLK COUNTY MUNICIPAL SERVICE BENEFIT UNIT; PROVIDING FOR INTENT, PURPOSE AND EFFECT; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE. **First Reading**
  - a. *Open Public Hearing*
  - b. *Close Public Hearing*
  - c. *Discussion and Action from the Commission*
3. **Review and Approve Scoring Ranking Sheets for FFY 2019 CDBG Administration Services**
4. **Resolution 2022-01 - Declaring Certain Property Surplus**
5. **Review and Approve Bids for Demolition**
6. **The Landings - Preliminary Plat Update**

## **CITY MANAGER ITEMS**

## **CITY ATTORNEY ITEMS**

1. Peace River Project Interlocal Water Plant Consent Agreement

## **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 33568 Telephone (853) 884-1375. 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**  
**February 21, 2022**

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

**A. CITY CLERK**

1. Accept minutes –January 18, 2022 - Regular City Commission Meeting

**B. REPORTS**

1. Building Permits Report – N/A
2. Code Enforcement Report – January 2022
3. Financial Report – October 2022
4. Library Report – December 2021/January 2022
5. Polk County Fire Rescue – N/A
6. Polk Sheriff's Report – N/A
7. Public Works Report – January 2022
8. Utilities Report – January 2022

**C. OTHER**

1. Utility Bill Write-Offs

**City Commission Meeting  
February 21, 2022**

**CONSENT AGENDA ITEM:**      Accept minutes for:

Accept minutes – January 18, 2022 - City Commission Meeting

       INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:** Minutes attached for review and approval

**ATTACHMENTS:**

Accept minutes – January 18, 2022 - City Commission Meeting

**ANALYSIS:** N/A

**STAFF RECOMMENDATION:**    Approval of Minutes



**CITY COMMISSION MINUTES**  
January 18, 2022

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

Pastor Lawlor, New Life Community Church gave the invocation.

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

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

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

**Absent:** Commissioner Micheal T. Blethen

**APPROVE CONSENT AGENDA**

December 20, 2021 (City Commission Meeting) minutes. **Motion by Vice Mayor Kimsey and seconded by Commissioner Harper. Approved by Voice Vote 4/0.**

**PRESENTATIONS/RECOGNITIONS**

Mayor LaCascia read the Proclamation for School Choice Week, January 23-29, 2022. This proclamation will be mailed to the National School Choice Week Office in Southlake, TX.

**PUBLIC COMMENT**

Bobby Green, Executive Director of the Ridge League of Cities spoke briefly about his new appointment at the Ridge League and shared resources that are available to cities and encouraged cities to apply for some of the available funding.

**ORDER OF BUSINESS**

**PUBLIC HEARING - ORDINANCE 2021-02**

An Ordinance of Polk City, Florida, amending the Polk City Comprehensive Plan, adding a Property Rights Element to ensure that Private Property Rights are considered in local decision making consistent with Florida Statutes 163.3177(6); providing for transmission to the Florida Department of Economic Opportunity for review and compliance; providing for severability; providing for conflict; and providing for an effective date. **Second and Final Reading**

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

Mayor LaCascia indicated there are no changes since the First Reading of this Ordinance.

Jennifer Codo-Salisbury (CFRPC) was on hand to address any questions or concerns from the Commission or the Public.

**Motion by Commissioner Harper** to approve Ordinance 2021-02 on Second and Final Reading; this motion was seconded by Vice Mayor Kimsey

No discussion or questions by Commission or the Public.

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

**Motion carried 4/0.**

### **PUBLIC HEARING - ORDINANCE 2021-08**

An Ordinance of Polk City, Florida; amending the Polk City Code of Ordinances and the Unified Land Development Code of Polk City, Florida, including Article 2, Regulations for Specific District, Article 3, Development Design and Improvement Standards and Article 7, Development Approval Process; to provide clarifications specific to the Green Swamp Area of Critical State Concern and to provide for consistency with the Polk City Comprehensive Plan; providing for applicability; providing for repeal of conflicting ordinances; providing for severability; providing an effective date. **Second and Final Reading**

City Attorney Cloud read the Ordinance by title only. Mayor LaCascia opened the Public Hearing. No one spoke for or against this Ordinance. Mayor LaCascia closed the Public Hearing.

Mayor LaCascia indicated there are no changes since the First Reading of this Ordinance.

**Motion by Commissioner Harper** to approve Ordinance 2021-08 on Second and Final Reading; this motion was seconded by Vice Mayor Kimsey.

Jennifer Codo-Salisbury (CFRPC) was on hand to address any questions or concerns from the Commission or the Public.

No discussion or questions from the City Commission or the Public.

**Motion by Commissioner Harper** to approve Ordinance 2021-08 on Second and Final Reading; this motion was seconded by Vice Mayor Kimsey.

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

**Motion carried 4/0.**

### **CITY MANAGER ITEMS**

**Natural Gas Pipeline** – Work will be done on 2/7. This information has been placed on the City's website.

**Municipal Election** – April 5, 2022 for Districts 1 and 3. Qualifying begins 2/14 at 1:00 pm and ends on 2/17 at 1:00 pm.

**Bid for Demolition** – Bids are being accepted for the demolition project at 423 Marklen Loop.

**City Hall Closed** – Due to COVID, City Hall is still closed to the public until further notice.

**CITY ATTORNEY**

Documents were received on Saturday night at 9pm prior to January 19<sup>th</sup> PRWC meeting. City Attorney Cloud is urging a NO vote at this time until the cities have had ample time to review and discuss in order to make an informed decision.

**COMMISSIONER ITEMS**

**Commissioner Carroll** – Thanks staff for their work.

**Commissioner Harper** – The roadways are looking great. Thanked everyone for coming.

**Vice Mayor Kimsey** – None

**Mayor LaCascia** – Thanked staff on their department reports. Great work.

**ANNOUNCEMENTS** - None

**ADJOURNMENT** – 7:30 pm

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Patricia Jackson, City Manager

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Joe LaCascia, Mayor

**City Commission Meeting  
February 21, 2022**

**CONSENT AGENDA ITEM:**      **Department Monthly Reports**

INFORMATION ONLY  
 ACTION REQUESTED

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**ISSUE:** Department Reports attached for review and approval

**ATTACHMENTS:**

Monthly Department Reports for:

1. Building Permits Report – N/A
2. Code Enforcement Report – January 2022
3. Financial Report – October 2022
4. Library Report – December 2021/January 2022
5. Polk County Fire Rescue – N/A
6. Polk Sheriff's Report – N/A
7. Public Works Report – January 2022
8. Utilities Report – January 2022

**ANALYSIS:**

**STAFF RECOMMENDATION:**      Approval of Department Reports via Consent Agenda

# Code Enforcement Report

## JANUARY 2022

SNIPE SIGNS REMOVED	32	
LIEN SEARCHES	23	
INSPECTIONS	44	
CLOSED OUT CASES	8	
SPECIAL MAGISTRATE CASES	0	
COUNTY REF.	8	
MET WITH CITIZEN	5	
CLOSED OUT SPECIAL MAGISTRATE CASES	1	
<b>CASE SUBJECTS</b>		
DISABLE VEHICLES	3	
BUILDING WITHOUT PERMIT	4	
OVERGROWTH	7	
HOUSE NUMBERS	5	
BUSINESS LICENSE	1	
FENCE	4	
JUNK AND DEBRIS	5	
RV/TRAILER PARKING	2	
OPEN STRUCTURE	0	
NOISE	0	
CLOSE OUT LIEN	0	
YARD SALE	0	
ANIMAL	1	
POSTINGS	0	
EXTENDED CASES	2	
ACCESSORY USE	1	
POOLS	0	

POLK CITY  
Simple Balance Sheet

For Fiscal Year: 2022 thru Fiscal Month: Oct, for Fund: 01

Account Number	Account Title	Ending Bal	Net Amount
01-101-100	Cash - Checking	1,708,200.79	
01-101-990	Library Van Fleet Cycling Challenge	859.09	
01-102-100	Cash on Hand	575.00	
01-115-100	Accounts Receivable - Utilities	4,822.66-	
01-115-120	Accounts Receivable - Local Bus Licenses	3,540.00	
01-115-200	Accounts Receivable - Year End	46,100.39-	
01-117-100	Allowance for Bad Debt	2,590.82-	
01-151-100	Investments - FL SAFE GF	1,100,247.66	
01-151-902	Investments - FL SAFE GF Reserves	77,781.51	
01-153-302	Restricted Cash - New Local Opt Gas Tax	171,348.76	
01-153-303	Restricted Cash - Building and Codes	72,335.03	
01-160-902	Reserve Account	100,000.59	
01-160-903	Reserve Acct - Emergencies & Contingency	62,924.00	
	** TOTAL ASSET**		3,244,298.56
01-202-100	Accounts Payable	52,710.16	
01-202-900	Customer Deposits	3,135.00	
01-208-300	Due to County - Impact Fees	14,425.60	
01-208-310	Due to DCA - Bldg Permit Surcharge	777.95	
01-208-320	Due to Dept of Business - License Fees	554.14	
01-208-330	Due to PCSO - Police Education Revenue	215.29	
01-217-200	Accrued Sales Tax	39.71	
01-218-100	Payroll Taxes Payable	0.02-	
01-218-200	FRS Retirement Payable	127.78-	
01-218-300	Health Plan Payable	147.58-	
01-218-320	Supplemental Insurance Payable	5,151.61	
01-218-400	Dental Plan Payable	19.36	
01-218-410	Vision Plan Payable	1,402.69	
	** TOTAL LIABILITY**		78,156.13
	** TOTAL ENCUMBRANCE**		0.00
01-271-100	Fund Balance Unreserved	4,366,441.73	
01-271-150	Fund Balance - Restatement	1,089,182.23-	
	** TOTAL EQUITY**		3,277,259.50
	** TOTAL REVENUE**		66,748.01
	** TOTAL EXPENSE**		177,865.08
	TOTAL LIABILITY AND EQUITY		3,244,298.56



POLK CITY  
OCTOBER 2021 FINANCIAL REPORT

GENERAL FUND REVENUES  
33.33 % Yr Complete For Fiscal Year: 2022 / 1

G/L		2021	2022	ADJ	2022	2022	2022	PERCENTAGE
ACCOUNT	DESCRIPTION	PRIOR YR REVENUE	ANTICIPATED REVENUE	ANTICIPATED	CURRENT REVENUE	YTD REVENUE	(EXCESS)/DEPICIT	REALIZED
01-311-100	Ad Valorem Taxes	1,054,782.19	1,055,018.00	1,055,018.00	0.00	820,054.87	234,963.13	77.73 %
01-312-300	9th Cent Gas Tax	15,697.12	13,968.00	13,968.00	1,552.99	2,947.94	11,020.06	21.10 %
01-312-400	Local Option Gas Tax	96,109.18	92,977.00	92,977.00	0.00	0.00	92,977.00	0.00 %
01-312-410	New Local Option Gas Tax	60,740.30	58,483.00	58,483.00	0.00	0.00	58,483.00	0.00 %
01-314-100	Electric - Utility Tax	123,156.04	120,630.00	120,630.00	0.00	33,172.59	87,457.41	27.50 %
01-314-300	Water - Utility Tax	68,460.78	70,443.00	70,443.00	0.00	6,489.92	63,953.08	9.21 %
01-314-301	Water - Utility Tax - Readiness to Se	7,072.81	0.00	0.00	0.00	6,471.42	(6,471.42)	0.00 %
01-314-400	Gas - Utility Tax	9,671.44	8,912.00	8,912.00	0.00	2,802.63	6,109.37	31.45 %
01-315-100	Communications Services Tax	204,466.88	189,274.00	189,274.00	0.00	0.00	189,274.00	0.00 %
01-316-100	Local Business Licenses	10,126.43	7,100.00	7,100.00	0.00	2,720.00	4,380.00	38.31 %
01-316-102	County Business Tax	1,935.91	433.00	433.00	0.00	0.00	433.00	0.00 %
01-322-100	Building Permits	38,166.84	55,000.00	55,000.00	51.00	4,567.52	50,432.48	8.30 %
01-322-101	Bldg Permit - Plan Checking	23,655.31	5,250.00	5,250.00	55.00	2,493.25	2,756.75	47.49 %
01-322-102	Bldg Permit - Admin Fee	4,850.00	1,000.00	1,000.00	20.00	960.00	40.00	96.00 %
01-322-103	Bldg Permit - Electrical	8,400.00	6,250.00	6,250.00	0.00	875.00	5,375.00	14.00 %
01-322-104	Bldg Permit - Plumbing	7,025.00	6,250.00	6,250.00	0.00	750.00	5,500.00	12.00 %
01-322-105	Bldg Permit - Mechanical	8,450.00	6,250.00	6,250.00	0.00	1,625.00	4,625.00	26.00 %
01-322-107	Bldg Permit - Cert of Occupancy	1,860.00	1,500.00	1,500.00	30.00	120.00	1,380.00	8.00 %
01-322-108	Bldg Permit - Inspections	78,177.00	100,900.00	100,900.00	210.00	12,305.00	88,595.00	12.20 %
01-322-109	Bldg Permit - Demolition	56.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-323-100	Electric	62,771.98	75,000.00	75,000.00	0.00	21,610.10	53,389.90	28.81 %
01-323-300	Solid Waste	39,284.00	42,641.00	42,641.00	3,755.25	11,421.51	31,219.49	26.79 %
01-329-100	Contractors Registration	20.21	0.00	0.00	0.00	0.00	0.00	0.00 %
01-329-200	Other Lic./Fees/Permits	0.00	0.00	0.00	30.00	30.00	(30.00)	0.00 %
01-329-220	Site Plan Reviews	2,700.00	1,350.00	1,350.00	0.00	0.00	1,350.00	0.00 %
01-331-400	FEMA Federal Reimb. - Irma 2017	2,421.13	0.00	0.00	0.00	0.00	0.00	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	134.51	0.00	0.00	0.00	0.00	0.00	0.00 %
01-335-120	MRS - State Sales Tax	63,209.53	67,296.00	67,296.00	0.00	5,591.79	61,704.21	8.31 %
01-335-122	SRS - 8th Cent. Motor Fuel Tax	18,071.08	19,652.00	19,652.00	0.00	1,503.68	18,148.32	7.65 %
01-335-123	MRS - Municipal Fuel Tax	8.12	8.00	8.00	0.00	0.70	7.30	8.75 %
01-335-140	Mobile Home License	6,349.09	5,184.00	5,184.00	0.00	537.74	4,646.26	10.37 %
01-335-150	Alcoholic Beverage License	1,223.61	1,027.00	1,027.00	0.00	0.00	1,027.00	0.00 %
01-335-180	Half-Cent Sales Tax	175,814.86	173,428.00	173,428.00	0.00	0.00	173,428.00	0.00 %
01-337-100	Library Coop Funding	61,258.21	31,990.00	31,990.00	0.00	0.00	31,990.00	0.00 %
01-340-400	Solid Waste	345,658.68	353,360.00	353,360.00	35,839.19	94,907.37	258,452.63	26.86 %
01-340-700	Stormwater Utility Fees	34,602.53	34,585.00	34,585.00	2,914.66	8,929.02	25,655.98	25.82 %
01-340-900	Notary Fees	275.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-344-900	FDOT Maintenance Agreement	17,872.64	16,304.00	16,304.00	0.00	0.00	16,304.00	0.00 %

POLK CITY  
OCTOBER 2021 FINANCIAL REPORT

GENERAL FUND REVENUES  
33.33 % Yr Complete For Fiscal Year: 2022 / 1

G/L		2021	2022	ADJ	2022	2022	2022	PERCENTAGE
ACCOUNT	DESCRIPTION	PRIOR YR REVENUE	ANTICIPATED REVENUE	ANTICIPATED	CURRENT REVENUE	YTD REVENUE	(EXCESS) / DEFICIT	REALIZED
01-347-100	Library Income	5,209.58	5,500.00	5,500.00	39.90	865.73	4,634.27	15.74 %
01-351-110	Police Fines	5,495.66	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
01-351-200	Fines, Penalties, and Forfeitures	17,630.67	5,000.00	5,000.00	1,877.68	1,877.68	3,122.32	37.55 %
01-351-300	Code Enforcement Fines	20,015.94	0.00	0.00	0.00	4,008.39	(4,008.39)	0.00 %
01-359-100	Other Fines and/or Forfeitures	115.90	0.00	0.00	0.00	66.00	(66.00)	0.00 %
01-359-300	Late Fees	65.50	100.00	100.00	0.00	16.50	83.50	16.50 %
01-361-100	Interest Income	72.10	0.00	0.00	0.00	0.00	0.00	0.00 %
01-361-200	Interest/Dividends - FL SAFE	205.17	523.00	523.00	0.00	178.11	344.89	34.06 %
01-362-100	Activity Center Rentals	1,350.00	550.00	550.00	0.00	1,000.00	(450.00)	181.82 %
01-362-200	Donald Bronson Community Center Renta	4,199.00	2,500.00	2,500.00	0.00	550.00	1,950.00	22.00 %
01-365-100	Sales of Surplus Property	15.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-366-100	Private Donations	0.00	0.00	0.00	0.00	100.00	(100.00)	0.00 %
01-366-101	Private Donations - Christmas	2,000.00	1,800.00	1,800.00	0.00	0.00	1,800.00	0.00 %
01-366-102	Private Donations - Halloween	0.00	1,605.00	1,605.00	0.00	2,000.00	(395.00)	124.61 %
01-366-110	Private Donations - Library	47.50	0.00	0.00	0.00	0.00	0.00	0.00 %
01-369-100	Misc. Income	5,966.07	300.00	300.00	0.00	0.00	300.00	0.00 %
01-369-101	Misc Income - Copies and Faxes	2.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-369-102	Misc Income - Collection Allowance	4,719.14	5,000.00	5,000.00	0.00	88.29	4,911.71	1.77 %
01-369-130	Misc Income - Halloween	0.00	0.00	0.00	0.00	40.00	(40.00)	0.00 %
01-369-400	Insurance Proceeds	1,451.00	1,400.00	1,400.00	0.00	0.00	1,400.00	0.00 %
01-369-500	Refund of State Gas Tax	1,749.21	700.00	700.00	0.00	0.00	700.00	0.00 %
01-381-400	Transfer From Enterprise Fund	155,000.00	130,000.00	130,000.00	0.00	0.00	130,000.00	0.00 %
DEPARTMENT TOTALS		2,879,843.85	3,430,441.00	3,430,441.00	46,375.67	1,053,677.75	2,376,763.25	30.72 %



POLK CITY  
 OCTOBER 2021 FINANCIAL REPORT

General Fund Expenditures  
 33.33 % Yr Complete For Fiscal Year: 2022 / 1

G/L ACCOUNT	DESCRIPTION	2021 ACTUALS	2022 ADOPTED BUDGET	2022 ADJ BUDGET	2022 MTD EXPENSES	2022 YTD EXPENSES	2022 AVAIL BUDGET	PERCENTAGE REALIZED
LEGISLATIVE								
01-511-120	Regular Salary - Wages - Legislative	10,800.00	10,800.00	10,800.00	900.00	3,600.00	7,200.00	33.33 %
01-511-160	Bonuses and Gift Certificates - Legis	2,707.10	2,725.00	2,725.00	0.00	2,707.10	17.90	99.34 %
01-511-210	Fica Taxes - Legislative	1,033.30	1,245.00	1,245.00	68.87	482.54	762.46	38.76 %
01-511-240	Worker's Compensation - Legislative	12.67	20.00	20.00	0.00	13.13	6.87	65.65 %
01-511-400	Travel and Training - Legislative	144.79	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-511-405	TRAINING - LEGISLATIVE	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-511-408	Meeting Expense Allowance - Legislati	0.00	500.00	500.00	0.00	100.00	400.00	20.00 %
01-511-470	Printing and Reproduction - Legislati	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-511-480	Promo Activities & Legal Ads - Legisl	0.00	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
01-511-490	Other Current Charges - Legislative	0.00	3,000.00	3,000.00	54.95	54.95	2,945.05	1.83 %
01-511-510	Office Supplies - Legislative	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-511-520	Operating Supplies - Legislative	2,306.82	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-511-540	Books, Pub., Sub., & Memberships - Le	3,484.00	4,000.00	4,000.00	0.00	3,514.00	486.00	87.85 %
DEPARTMENT TOTAL		20,488.68	33,790.00	33,790.00	1,023.82	10,471.72	23,318.28	30.99 %
EXECUTIVE								
01-512-120	Regular Salary - Wages - Executive	169,041.62	185,786.00	185,786.00	7,145.30	56,725.07	129,060.93	30.53 %
01-512-130	Other Salaries and Wages - Executive	4,800.12	4,800.00	4,800.00	184.62	1,476.96	3,323.04	30.77 %
01-512-160	Bonuses and Gift Certificates - Execu	28,695.18	36,000.00	36,000.00	0.00	30,914.99	5,085.01	85.87 %
01-512-210	Fica Taxes - Executive	15,643.40	19,900.00	19,900.00	551.79	6,745.89	13,154.11	33.90 %
01-512-220	Retirement Contribution - Executive	38,190.72	43,129.00	43,129.00	1,658.72	13,153.07	29,975.93	30.50 %
01-512-230	Life & Health Insurance - Executive	19,237.96	20,999.00	20,999.00	0.00	1,749.94	19,249.06	8.33 %
01-512-240	Worker's Compensation - Executive	204.60	335.00	335.00	0.00	225.92	109.08	67.44 %
01-512-400	Travel Expenses - Executive	5,464.11	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-512-405	Training - Executive	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-512-408	Meeting Expense Allowance - Executive	0.00	500.00	500.00	0.00	25.00	475.00	5.00 %
01-512-410	Communication Services - Executive	1,307.76	1,400.00	1,400.00	0.00	107.84	1,292.16	7.70 %
01-512-470	Printing and Reproduction - Executive	2,223.54	5,000.00	5,000.00	0.00	950.00	4,050.00	19.00 %
01-512-480	Promo Activities & Legal Ads - Execut	0.00	1,500.00	1,500.00	102.11	102.11	1,397.89	6.81 %
01-512-490	Other Current Charges - Executive	2,610.79	4,000.00	4,000.00	74.20	258.04	3,741.96	6.45 %
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	584.45	2,000.00	2,000.00	0.00	211.37	1,788.63	10.57 %
01-512-520	Operating Supplies - Executive	924.32	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %

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01-512-540	Books, Pub., Sub., & Memberships - Ex	1,414.69	3,200.00	3,200.00	579.94	784.92	2,415.08	24.53 %
01-512-630	Improvements Other than Building - Ex	2,799.98	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		293,143.24	337,049.00	337,049.00	10,296.68	113,431.12	223,617.88	33.65 %
CITY CLERK								
DEPARTMENT TOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
LEGAL COUNSEL								
01-514-310	Professional Services - Legal Counsel	72,266.43	40,000.00	40,000.00	0.00	9,008.06	30,991.94	22.52 %
01-514-480	Promo Activities & Legal Ads - Legal	5,113.75	15,000.00	15,000.00	0.00	949.52	14,050.48	6.33 %
DEPARTMENT TOTAL		77,380.18	55,000.00	55,000.00	0.00	9,957.58	45,042.42	18.10 %
COMPREHENSIVE PLANNING								
01-515-310	Professional Services - Comp Planning	25,000.00	30,000.00	30,000.00	0.00	7,500.00	22,500.00	25.00 %
DEPARTMENT TOTAL		25,000.00	30,000.00	30,000.00	0.00	7,500.00	22,500.00	25.00 %
FINANCE AND ACCOUNTING								
01-516-120	Regular Salary - Wages - Fin & Acctng	91,316.64	98,145.00	98,145.00	3,025.54	22,198.27	75,946.73	22.62 %
01-516-140	Overtime - Fin & Acctng	0.00	562.00	562.00	0.00	0.00	562.00	0.00 %
01-516-210	Fica Taxes - Fin & Acctng	6,107.88	7,551.00	7,551.00	187.51	1,345.44	6,205.56	17.82 %
01-516-220	Retirement Contribution - Fin & Acctn	9,612.28	10,680.00	10,680.00	327.37	2,401.88	8,278.12	22.49 %
01-516-230	Life & Health Insurance - Fin & Acctn	18,942.15	20,724.00	20,724.00	0.00	1,725.96	18,998.04	8.33 %
01-516-240	Worker's Compensation - Fin & Acctng	112.62	178.00	178.00	0.00	119.34	58.66	67.04 %

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G/L		2021	2022	2022	2022	2022	2022	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
01-516-310	Professional Services - Fin & Acctng	2,250.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-516-400	Travel Expenses - Fin & Acctng	200.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-516-405	Training - Finance	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-516-410	Communication Services - Fin & Acctng	791.88	800.00	800.00	0.00	65.42	734.58	8.18 %
01-516-470	Printing and Reproduction - Fin & Acc	0.00	750.00	750.00	0.00	0.00	750.00	0.00 %
01-516-510	Office Supplies - Fin & Acctng	987.04	1,400.00	1,400.00	0.00	113.18	1,286.82	8.08 %
01-516-520	Operating Supplies - Fin & Acctng	966.32	2,000.00	2,000.00	0.00	109.08	1,890.92	5.45 %
01-516-540	Books, Pub., Sub., & Memberships - Fi	363.99	450.00	450.00	0.00	179.88	270.12	39.97 %
DEPARTMENT TOTAL		131,650.80	148,740.00	148,740.00	3,540.42	28,258.45	120,481.55	19.00 %
DEBT SERVICE								
01-517-710	Principal - CB&T Debt Service Pmts	79,618.90	82,189.00	82,189.00	0.00	13,606.82	68,582.18	16.56 %
01-517-720	Interest - CB&T Debt Service Pmts	40,191.62	37,623.00	37,623.00	0.00	6,361.60	31,261.40	18.91 %
DEPARTMENT TOTAL		119,810.52	119,812.00	119,812.00	0.00	19,968.42	99,843.58	16.67 %
LAW ENFORCEMENT								
01-521-305	Contract Labor - Law Enf	103,323.00	105,389.00	105,389.00	0.00	26,347.25	79,041.75	25.00 %
01-521-310	Professional Services - Law Enf	28,200.00	112,112.00	112,112.00	1,984.50	48,649.65	63,462.35	43.39 %
01-521-460	Repairs and Maintenance - Law Enf	0.00	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		131,523.00	218,201.00	218,201.00	1,984.50	74,996.90	143,204.10	34.37 %
BUILDING AND ZONING								
01-524-120	Regular Salary - Wages - Bldg & Zonin	94,988.05	100,393.00	100,393.00	3,232.91	27,774.43	72,618.57	27.67 %
01-524-140	Overtime - Bldg & Zoning	0.00	517.00	517.00	0.00	0.00	517.00	0.00 %
01-524-210	Fica Taxes - Bldg & Zoning	7,303.40	7,720.00	7,720.00	240.43	2,061.11	5,658.89	26.70 %

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01-524-220	Retirement Contribution - Bldg & Zoni	10,002.05	10,918.00	10,918.00	349.80	3,005.19	7,912.81	27.53 %
01-524-230	Life & Health Insurance - Bldg & Zoni	18,993.52	20,755.00	20,755.00	0.00	1,729.57	19,025.43	8.33 %
01-524-240	Worker's Compensation - Bldg & Zonin.	1,176.15	1,641.00	1,641.00	0.00	1,280.30	360.70	78.02 %
01-524-310	Professional Services - Bldg & Zoning	104,707.42	100,900.00	100,900.00	3,152.00	7,675.41	93,224.59	7.61 %
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 Expenses - Bldg & Zoning	50.00	250.00	250.00	0.00	0.00	250.00	0.00 %
01-524-405	Training - Building	0.00	250.00	250.00	0.00	0.00	250.00	0.00 %
01-524-510	Office Supplies - Bldg & Zoning	206.77	200.00	200.00	0.00	21.03	178.97	10.52 %
01-524-520	Operating Supplies - Bldg & Zoning	0.00	100.00	100.00	0.00	99.00	1.00	99.00 %
01-524-540	Books, Pub., Sub., & Memberships - Bl	164.89	120.00	120.00	14.99	29.98	90.02	24.98 %
01-524-630	Improvements Other than Building - Bl	0.00	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
DEPARTMENT TOTAL		237,592.25	257,764.00	257,764.00	6,990.13	43,676.02	214,087.98	16.94 %
CODE ENFORCEMENT								
01-529-120	Regular Salary - Wages - Code Enf	25,197.39	26,863.00	26,863.00	1,017.55	8,136.18	18,726.82	30.29 %
01-529-210	Fica Taxes - Code Enf	1,936.30	2,055.00	2,055.00	75.71	605.38	1,449.62	29.46 %
01-529-220	Retirement Contribution - Code Enf	2,659.44	2,906.00	2,906.00	110.10	880.34	2,025.66	30.29 %
01-529-230	Life & Health Insurance - Code Enf	9,481.34	10,314.00	10,314.00	0.00	855.05	9,458.95	8.29 %
01-529-240	Worker's Compensation - Code Enf	471.98	655.00	655.00	0.00	506.69	148.31	77.35 %
01-529-310	Professional Services - Code Enf	6,000.00	6,900.00	6,900.00	500.00	2,000.00	4,900.00	28.99 %
01-529-400	Travel Expenses - Code Enf	325.00	250.00	250.00	0.00	0.00	250.00	0.00 %
01-529-405	Training - Codes	0.00	250.00	250.00	0.00	0.00	250.00	0.00 %
01-529-410	Communication Services - Code Enf	671.88	795.00	795.00	0.00	55.42	739.58	6.97 %
01-529-470	Printing and Reproduction - Code Enf	0.00	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	89.45	200.00	200.00	0.00	103.15	96.85	51.58 %
01-529-520	Operating Supplies - Code Enf	0.00	100.00	100.00	0.00	0.00	100.00	0.00 %
01-529-540	Books, Pub., Sub., & Memberships - Co	85.00	100.00	100.00	0.00	85.00	15.00	85.00 %
01-529-630	Improvements Other than Building - Co	0.00	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
DEPARTMENT TOTAL		46,917.78	58,038.00	58,038.00	1,703.36	13,227.21	44,810.79	22.79 %

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REFUSE/SANITATION								
01-534-341	Refuse Disposal - Residential - Refus	191,695.58	196,001.00	196,001.00	16,449.28	49,289.92	146,711.08	25.15 %
01-534-342	Refuse Disposal - Commercial - Refuse	96,398.59	86,687.00	86,687.00	0.00	34,612.87	52,074.13	39.93 %
DEPARTMENT TOTAL		288,094.17	282,688.00	282,688.00	16,449.28	83,902.79	198,785.21	29.68 %
STORMWATER								
01-538-311	Engineering Services - Stormwater	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
01-538-400	Travel Expenses - Stormwater	914.99	500.00	500.00	0.00	0.00	500.00	0.00 %
01-538-405	Training - Stormwater	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-538-460	Repairs and Maintenance - Stormwater	9,938.99	20,000.00	20,000.00	0.00	1,161.34	18,838.66	5.81 %
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	600.00	100.00	100.00	0.00	100.00	0.00	100.00 %
DEPARTMENT TOTAL		11,453.98	25,600.00	25,600.00	0.00	1,261.34	24,338.66	4.93 %
GENERAL GOV'T BUILDINGS								
01-539-310	Professional Services - Gen Gov't Bld	8,059.84	11,000.00	11,000.00	0.00	2,625.29	8,374.71	23.87 %
01-539-312	Professional Services - Other - Gen G	2,015.86	0.00	0.00	0.00	0.00	0.00	0.00 %
01-539-411	City Hall - Communication - Gen Gov'	14,096.43	15,500.00	15,500.00	1,134.10	4,595.56	10,904.44	29.65 %
01-539-413	Public Works - Communication - Gen Go	2,578.95	3,500.00	3,500.00	220.98	1,099.36	2,400.64	31.41 %
01-539-414	Community Center-Communication-Gen Go	1,858.44	2,000.00	2,000.00	154.66	618.96	1,381.04	30.95 %
01-539-431	City Hall - Utilities - Gen Gov't Bld	19,204.88	19,000.00	19,000.00	1,318.67	4,950.64	14,049.36	26.06 %
01-539-432	Activity Center - Utilities - Gen Gov	2,234.90	2,500.00	2,500.00	74.62	660.77	1,839.23	26.43 %
01-539-433	Public Works - Utilities - Gen Gov't.	2,695.82	2,500.00	2,500.00	121.23	554.87	1,945.13	22.19 %
01-539-434	Community Center-Utilities-Gen Gov't.	5,334.96	4,500.00	4,500.00	177.70	1,298.85	3,201.15	28.86 %
01-539-440	Rentals and Leases - Gen Gov't Bldgs	9,428.83	10,000.00	10,000.00	559.81	1,353.74	8,646.26	13.54 %
01-539-461	City Hall - Repairs & Maint - Gen Gov	22,231.42	24,000.00	24,000.00	982.30	1,392.94	22,607.06	5.80 %
01-539-462	Activity Center - Repairs & Maint - G	11,190.94	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
01-539-463	Public Works I - Repairs & Maint - Ge	1,059.69	10,000.00	10,000.00	88.92	88.92	9,911.08	0.89 %
01-539-464	Community Center-Repairs & Maint-Gen	4,881.35	8,000.00	8,000.00	0.00	288.43	7,711.57	3.61 %
01-539-466	Public Works/Utilities Oper - Repairs	5,913.56	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %



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01-539-490	Other Current Charges - Gen Gov't Bl.	92.50	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-539-521	City Hall - Operating Supplies - Gen	9,295.64	8,000.00	8,000.00	42.80	1,331.92	6,668.08	16.65 %
01-539-522	Activity Center - Operating Supplies	725.62	3,000.00	3,000.00	7.97	150.47	2,849.53	5.02 %
01-539-523	Public Works - Operating Supplies - G	875.38	1,500.00	1,500.00	539.89	539.89	960.11	35.99 %
01-539-524	Community Center-Operating Supplies-G	1,438.92	2,400.00	2,400.00	13.86	615.81	1,784.19	25.66 %
01-539-526	Public Works/Utilities Oper - Operati	29.24	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-539-531	Landscape Materials & Supplies - Buil	0.00	4,000.00	4,000.00	20.98	20.98	3,979.02	0.52 %
01-539-631	City Hall - Improv. O/T Bldgs - Gen G	15,285.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-539-641	City Hall - Mach. & Equipment - Gen G	1,985.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-539-643	Public Works - Mach. & Equipment - Ge	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
DEPARTMENT TOTAL		142,513.17	153,900.00	153,900.00	5,458.49	22,187.40	131,712.60	14.42 %

ROADS AND STREETS

01-541-120	Regular Salary - Wages - Roads & Stre	218,915.42	229,212.00	229,212.00	7,729.87	55,549.25	173,662.75	24.23 %
01-541-140	Overtime - Roads & Streets	911.78	2,952.00	2,952.00	0.00	1,024.99	1,927.01	34.72 %
01-541-210	Fica Taxes - Roads & Streets	17,033.88	17,761.00	17,761.00	587.08	4,259.59	13,501.41	23.98 %
01-541-220	Retirement Contribution - Roads & Str	23,190.70	24,138.00	24,138.00	836.37	6,121.34	18,016.66	25.36 %
01-541-230	Life & Health Insurance - Roads & Str	52,527.12	59,600.00	59,600.00	0.00	3,224.44	56,375.56	5.41 %
01-541-240	Worker's Compensation - Roads & Stre.	16,638.24	22,923.00	22,923.00	0.00	16,634.42	6,288.58	72.57 %
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 Expenses - Roads & Streets	1,239.00	500.00	500.00	0.00	50.00	450.00	10.00 %
01-541-405	Training - Streets	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-541-410	Communication Services - Roads & Stre	4,273.91	3,500.00	3,500.00	0.00	290.76	3,209.24	8.31 %
01-541-430	Utilities - Roads & Streets	30,067.64	35,000.00	35,000.00	395.27	4,873.95	30,126.05	13.93 %
01-541-460	Repairs and Maintenance - Roads & Str	2,973.98	10,000.00	10,000.00	2,506.95	4,603.31	5,396.69	46.03 %
01-541-461	Repairs & Maintenance-Equipment - Roa	10,101.06	10,000.00	10,000.00	1,478.21	2,628.26	7,371.74	26.28 %
01-541-464	Vehicle Fuel - Roads & Streets	7,056.31	10,000.00	10,000.00	0.00	1,404.08	8,595.92	14.04 %
01-541-465	Vehicle Maintenance - Roads & Streets	8,517.95	10,000.00	10,000.00	0.00	986.10	9,013.90	9.86 %
01-541-466	Public Works/Utilities Facility - Rep	1,622.73	0.00	0.00	0.00	0.00	0.00	0.00 %
01-541-492	Recording & Other Fees - Roads & Street	117.55	0.00	0.00	0.00	0.00	0.00	0.00 %
01-541-493	Equipment Rental - Roads & Streets	300.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-541-510	Office Supplies - Roads & Streets	1,085.62	1,000.00	1,000.00	0.00	119.44	880.56	11.94 %
01-541-520	Operating Supplies - Roads & Streets	10,205.49	12,000.00	12,000.00	337.96	2,439.72	9,560.28	20.33 %
01-541-524	Chemicals - Roads & Streets	756.82	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-541-530	Road Materials & Supplies - Roads & S	5,481.47	9,000.00	9,000.00	475.00	2,592.03	6,407.97	28.80 %

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01-541-531	Landscape Materials & Supplies - Road	3,892.83	5,000.00	5,000.00	0.00	29.30	4,970.70	0.59 %
01-541-540	Books, Pub., Sub., & Memberships - Ro	384.76	500.00	500.00	14.99	59.96	440.04	11.99 %
01-541-630	Improvements Other than Building - Ro	0.00	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
01-541-640	Machinery & Equipment - Roads & Stree	31,858.73	35,000.00	35,000.00	8,958.00	8,958.00	26,042.00	25.59 %
01-541-650	Construction in Progress - Roads & St	5,000.00	650,000.00	650,000.00	0.00	1,396.55	648,603.45	0.21 %
DEPARTMENT TOTAL		454,152.99	1,205,086.00	1,205,086.00	23,319.70	117,245.49	1,087,840.51	9.73 %
LIBRARY								
01-571-120	Regular Salary - Wages - Library	66,234.05	93,719.00	93,719.00	2,751.38	22,728.14	70,990.86	24.25 %
01-571-140	Overtime - Library	0.00	484.00	484.00	0.00	0.00	484.00	0.00 %
01-571-210	Fica Taxes - Library	5,104.26	7,206.00	7,206.00	206.59	1,707.54	5,498.46	23.70 %
01-571-220	Retirement Contribution - Library	7,004.86	10,192.00	10,192.00	297.70	2,459.16	7,732.84	24.13 %
01-571-230	Life & Health Insurance - Library	15,814.97	30,978.00	30,978.00	0.00	1,727.31	29,250.69	5.58 %
01-571-240	Worker's Compensation - Library	113.22	170.00	170.00	0.00	113.61	56.39	66.83 %
01-571-310	Professional Services - Library	1,002.38	2,500.00	2,500.00	0.00	87.50	2,412.50	3.50 %
01-571-312	Professional Services - Other - Libra	1,557.40	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-571-400	Travel Expenses - Library	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-571-405	Training - Library	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-571-410	Communication Services - Library	4,301.50	6,500.00	6,500.00	108.86	928.83	5,571.17	14.29 %
01-571-430	Utilities - Library	3,927.64	5,100.00	5,100.00	95.45	598.70	4,501.30	11.74 %
01-571-460	Repairs and Maintenance - Library	8,236.37	4,200.00	4,200.00	101.54	101.54	4,098.46	2.42 %
01-571-480	Promo Activities & Legal Ads - Librar	164.42	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-571-510	Office Supplies - Library	183.59	1,500.00	1,500.00	0.00	76.08	1,423.92	5.07 %
01-571-520	Operating Supplies - Library	7,352.99	10,000.00	10,000.00	7.17	974.67	9,025.33	9.75 %
01-571-540	Books, Pub., Sub., & Memberships - Li	758.40	2,600.00	2,600.00	0.00	30.00	2,570.00	1.15 %
01-571-640	Machinery & Equipment - Library	3,868.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-571-660	Books, Pub. & Library Materials - Libr	10,561.98	18,500.00	18,500.00	269.74	3,143.08	15,356.92	16.99 %
DEPARTMENT TOTAL		136,186.03	201,149.00	201,149.00	3,838.43	34,676.16	166,472.84	17.24 %
PARKS								
01-572-310	Professional Services - Parks	647.50	0.00	0.00	0.00	62.50	(62.50)	0.00 %

POLK CITY  
OCTOBER 2021 FINANCIAL REPORT

General Fund Expenditures  
33.33 % Yr Complete For Fiscal Year: 2022 / 1

G/L ACCOUNT	DESCRIPTION	2021 ACTUALS	2022 ADOPTED BUDGET	2022 ADJ BUDGET	2022 MTD EXPENSES	2022 YTD EXPENSES	2022 AVAIL BUDGET	PERCENTAGE REALIZED
01-572-430	Utilities - Parks	14,077.25	15,000.00	15,000.00	2,694.12	6,409.74	8,590.26	42.73 %
01-572-460	Repairs and Maintenance - Parks	27,310.17	30,000.00	30,000.00	23.99	2,063.93	27,936.07	6.88 %
01-572-493	Equipment Rental - Parks	240.21	2,000.00	2,000.00	0.00	343.85	1,656.15	17.19 %
01-572-520	Operating Supplies - Parks	3,440.80	2,000.00	2,000.00	0.00	374.07	1,625.93	18.70 %
01-572-640	Machinery & Equipment - Parks	0.00	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
DEPARTMENT TOTAL		45,715.93	54,500.00	54,500.00	2,718.11	9,254.09	45,245.91	16.98 %
SPECIAL EVENTS								
01-574-310	Professional Services - Spec Events	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-574-440	Rentals and Leases - Spec Events	0.00	23,000.00	23,000.00	0.00	9,514.99	13,485.01	41.37 %
01-574-470	Printing and Reproduction - Spec Even	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-574-480	Promo Activities & Legal Ads - Spec E	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-574-490	Other Current Charges - Spec Events	2,305.79	1,000.00	1,000.00	0.00	42.25	957.75	4.23 %
01-574-520	Operating Supplies - Spec Events	427.57	1,000.00	1,000.00	0.00	465.46	534.54	46.55 %
DEPARTMENT TOTAL		2,733.36	29,000.00	29,000.00	0.00	10,022.70	18,977.30	34.56 %
NON-DEPARTMENTAL								
01-590-310	Professional Services - Non-Dept	13,597.67	25,000.00	25,000.00	0.00	4,300.00	20,700.00	17.20 %
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	0.00	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
01-590-315	Inmate Labor - GF Non - Dept	21,561.38	28,749.00	28,749.00	0.00	0.00	28,749.00	0.00 %
01-590-320	Accounting and Auditing - Non-Dept	17,103.87	17,000.00	17,000.00	210.37	1,743.99	15,256.01	10.26 %
01-590-450	Liability Insurance - Non-Dept	58,980.50	86,345.00	86,345.00	0.00	56,986.75	29,358.25	66.00 %
01-590-464	Vehicle Fuel - Non- Departmental	243.66	500.00	500.00	0.00	50.08	449.92	10.02 %
01-590-465	Vehicle Maintenance - Non-Departmenta	177.98	500.00	500.00	0.00	1,041.17	(541.17)	208.23 %
01-590-490	Other Current Charges - Non Dept	25.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-590-510	Office Supplies - Non-Departmental	1,012.15	2,000.00	2,000.00	0.00	185.38	1,814.62	9.27 %
01-590-520	Operating Supplies - Non-Dept	2,675.67	3,000.00	3,000.00	149.84	203.16	2,796.84	6.77 %
01-590-521	Emergencies & Contingencies - Operati	5,809.45	6,843.00	6,843.00	0.00	0.00	6,843.00	0.00 %
01-590-525	Uniforms - Non Dept	3,608.58	3,000.00	3,000.00	332.93	1,148.19	1,851.81	38.27 %
01-590-528	Postage - Non-Dept	1,255.30	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %



POLK CITY  
OCTOBER 2021 FINANCIAL REPORT

General Fund Expenditures  
33.33 % Yr Complete For Fiscal Year: 2022 / 1

G/L ACCOUNT	DESCRIPTION	2021 ACTUALS	2022 ADOPTED BUDGET	2022 ADJ BUDGET	2022 MTD EXPENSES	2022 YTD EXPENSES	2022 AVAIL BUDGET	PERCENTAGE REALIZED
01-590-540	Books, Pub., Sub., & Memberships -NON	3,281.95	3,000.00	3,000.00	0.00	187.88	2,812.12	6.26 %
01-590-550	Pre-Employment Exam/Drug Test	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-590-551	Immunizations - Employees	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-590-552	DOT Testing	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-590-554	Employee Holiday Dinner	0.00	0.00	0.00	135.67	555.67	(555.67)	0.00 %
01-590-931	Transfer to Fire Public Safety Impact	870.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-590-933	Transfer to Public Facility Impact Fe	(1,187.14)	0.00	0.00	0.00	0.00	0.00	0.00 %
01-590-991	Aids to Private Organizations - Non-D	1,155.95	1,000.00	1,000.00	350.00	350.00	650.00	35.00 %
01-590-992	Unemployment Claims - Non-Dept	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-590-996	Bad Debt - Non-Dept	1,308.28	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
01-590-999	Other - Non-Operating Charges - Non-D	(1,422.13)	12,190.00	12,190.00	39.12	311.26	11,878.74	2.55 %
DEPARTMENT TOTAL		130,058.12	220,127.00	220,127.00	1,217.93	67,063.93	153,063.47	30.47 %
General Fund Revenues Total		2,879,843.85	3,430,441.00	3,430,441.00	46,375.67	1,053,677.75	2,376,763.25	69.28%
General Fund Expenditures Total		-2,298,626.27	-3,430,441.00	-3,430,441.00	-78,540.55	-667,100.92	-2,747,843.08	80.10%
Total Revenue vs. Expenditures		581,217.58	0.00	0.00	-32,165.18	386,576.83	-371,079.83	

POLK CITY  
 Simple Balance Sheet

For Fiscal Year: 2022 thru Fiscal Month: Oct, for Fund: 08

Account Number	Account Title	Ending Bal	Net Amount
08-101-100	GF Police Public Safety Impact Fees	3,225.65	
08-101-101	GF Fire Public Safety Impact Fees	1,725.73	
08-101-102	GF Recreation Impact Fees	5,200.89	
08-101-103	GF Gen Gov't Facilities Impact Fees	8,740.57	
08-151-100	Investments - FL SAFE GF Police Public Safety	213,332.64	
08-151-101	Investments - FL SAFE GF Fire Public Safety	134,833.83	
08-151-102	Investments - FL SAFE GF Recreation	403,200.35	
08-151-103	Investments - FL SAFE GF Facilities	447,809.94	
	** TOTAL ASSET**		1,218,069.60
08-271-100	Fund Balance Unreserved	121,269.70	
08-271-150	Fund Balance - Restatement	1,089,182.23	
	** TOTAL EQUITY**		1,210,451.93
	** TOTAL REVENUE**		7,617.67
	** TOTAL EXPENSE**		0.00
	TOTAL LIABILITY AND EQUITY		1,218,069.60

POLK CITY  
Simple Balance Sheet

For Fiscal Year: 2022 thru Fiscal Month: Oct, for Fund: 05

Account Number	Account Title	Ending Bal	Net Amount
05-101-100	Cash - Checking	2,006,850.30	
05-101-913	DEP Loan - Sinking Fund	14,517.34	
05-101-916	US Bank - Sink Fund	556,085.47	
05-101-917	US Bank - Renewal & Replacement Series	187,594.83	
05-101-918	DEP Loan WWS31400 - Sink Fund	164.21	
05-101-919	DEP Loan WWS31402 - Sink Fund	13,258.03	
05-101-920	Cash - Customer Deposits	342,731.00	
05-115-100	Accounts Receivable - Utilities	40,780.49	
05-115-130	Accounts Receivable - Readiness to Serve	26,349.03	
05-117-100	Allowance for Bad Debt	17,614.09-	
05-117-200	Allowance for Uncollectible A/R	68,635.67-	
05-151-100	Investments - FL SAFE EF	600,135.10	
05-151-902	Investments - FL SAFE EF Reserves	125,420.23	
05-155-300	Prepaid Insurance - Deferred Bond Series 2017	31,706.89	
05-159-100	Deferred Outflows - Related to Pension	101,024.77	
05-159-200	Deferred Outflows - Loss on Refunding	687,501.65	
05-160-902	Reserve Account	100,000.00	
05-160-903	Reserve Acct - Emergencies & Contingency	48,044.00	
05-160-905	Reserve Acct - CIP Service Truck	103,677.23	
05-161-900	Fixed Assets - Land	2,762,913.00	
05-164-100	Utility Plant in Service	15,386,508.20	
05-165-900	Acc.Dep. - Improvements Other than Build	327,211.43-	
05-166-900	Equipment & Furniture	590,179.66	
05-167-900	Accumulated Depreciation - Equipment	4,209,848.07-	
05-169-900	CIP - Construction Costs	20,211.25	
	<b>** TOTAL ASSET**</b>		<b>19,122,142.42</b>
05-202-100	Accounts Payable	76,672.50	
05-202-900	Customer Deposits	338,681.00	
05-203-100	Accumulated Interest Payable	50,654.17	
05-203-600	SRP Loan WWS1201P	1,805,995.81	
05-203-610	SRP Loan WWS3140/SG531401 Effluent Disposal	32,223.62	
05-203-615	SRP Loan WWS31402/SG531403	805,004.96	
05-203-710	US Bank 2017 Bond Note	7,675,000.00	
05-203-910	Unamortized Bond Premiums - US Bank	511,625.21	
05-208-305	Taxes Payable	3,715.15-	
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	
	<b>** TOTAL LIABILITY**</b>		<b>11,534,191.21</b>
	<b>** TOTAL ENCUMBRANCE**</b>		<b>0.00</b>
05-250-100	Contributed Capital	598,715.40	
05-255-100	Change in Fund Balance	36,514.20	
05-271-100	Fund Balance Unreserved	8,565,747.71	
05-271-150	Fund Balance - Restatement	2,245,690.34-	
05-271-200	Net Asset Adjustment Account	10,071.23-	
05-272-100	Retained Earnings	734,552.82	
	<b>** TOTAL EQUITY**</b>		<b>7,679,768.56</b>
	<b>** TOTAL REVENUE**</b>		<b>6,192.76</b>
	<b>** TOTAL EXPENSE**</b>		<b>98,010.11</b>

POLK CITY  
Simple Balance Sheet

For Fiscal Year: 2022 thru Fiscal Month: Oct, for Fund: 05

Account Number	Account Title	Ending Bal	Net Amount
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TOTAL LIABILITY AND EQUITY

19,122,142.42

POLK CITY  
 OCTOBER 2021 FINANCIAL REPORT

ENTERPRISE FUND REVENUE  
 8.33 % Yr Complete For Fiscal Year: 2022 / 10

G/L		2021	2022	ADJ	2022	2022	2022	PERCENTAGE
ACCOUNT	DESCRIPTION	PRIOR YR REVENUE	ANTICIPATED REVENUE	ANTICIPATED	CURRENT REVENUE	YTD REVENUE	(EXCESS)/DEFICIT	REALIZED
05-314-301	RTS - City 10% UTY T	1,668.11	258.00	258.00	0.00	0.00	258.00	0.00 %
05-325-111	Connection Fees - Water - Cash Basis	34,365.00	26,100.00	26,100.00	1,740.00	1,740.00	24,360.00	6.67 %
05-325-210	Readiness to Serve Charge - Sewer	19,910.82	18,522.00	18,522.00	0.00	0.00	18,522.00	0.00 %
05-325-211	Readiness to Serve Charge - Water	16,679.84	15,842.00	15,842.00	0.00	0.00	15,842.00	0.00 %
05-329-200	Other Lic./Fees/Permits	5,640.92	2,206.00	2,206.00	0.00	0.00	2,206.00	0.00 %
05-331-370	Small Community Wastewater Grant	1,316,160.00	0.00	0.00	0.00	0.00	0.00	0.00 %
05-331-500	American Rescue Plan Act - ARPA Imple	682,163.00	0.00	0.00	0.00	0.00	0.00	0.00 %
05-340-300	Water Utility Revenue	1,296,696.81	1,376,712.00	1,376,712.00	(298.63)	(298.63)	1,377,010.63	0.02-%
05-340-500	Sewer Utility Revenue	1,248,012.42	1,297,800.00	1,297,800.00	(1,513.08)	(1,513.08)	1,299,313.08	0.12-%
05-359-100	Other Fines and/or Forfeitures	12,540.00	15,620.00	15,620.00	3,400.00	3,400.00	12,220.00	21.77 %
05-359-200	Non Sufficient Funds	1,200.00	1,140.00	1,140.00	150.00	150.00	990.00	13.16 %
05-359-300	Late Fees	26,673.00	36,795.00	36,795.00	2,677.50	2,677.50	34,117.50	7.28 %
05-361-200	Interest/Dividends - FL SAFE	126.36	322.00	322.00	36.97	36.97	285.03	11.48 %
05-369-100	Misc. Income	39.61	0.00	0.00	0.00	0.00	0.00	0.00 %
05-369-111	Cash Drawer Overage	(0.14)	0.00	0.00	0.00	0.00	0.00	0.00 %
05-369-112	Cash Drawer Overage - Bank Rec	2,751.95	0.00	0.00	0.00	0.00	0.00	0.00 %
05-381-900	Cash Carry Forward	0.00	170,590.00	170,590.00	0.00	0.00	170,590.00	0.00 %
DEPARTMENT TOTALS		4,664,627.70	2,961,907.00	2,961,907.00	6,192.76	6,192.76	2,955,714.24	0.21 %

POLK CITY  
OCTOBER 2021 FINANCIAL REPORT

Enterprise Fund Expenditures  
8.33 % Yr Complete For Fiscal Year: 2022 / 10

G/L ACCOUNT	DESCRIPTION	2021 ACTUALS	2022 ADOPTED BUDGET	2022 ADJ BUDGET	2022 MTD EXPENSES	2022 YTD EXPENSES	2022 AVAIL BUDGET	PERCENTAGE REALIZED
Water								
05-533-120	Regular Salary - Wages - Water Oper	211,223.74	260,567.00	260,567.00	18,078.88	18,078.88	242,488.12	6.94 %
05-533-140	Overtime - Water Oper	4,954.66	8,725.00	8,725.00	0.00	0.00	8,725.00	0.00 %
05-533-210	Fica Taxes - Water Oper	16,492.13	20,601.00	20,601.00	1,351.96	1,351.96	19,249.04	6.56 %
05-533-220	Retirement Contribution - Water Oper	23,397.31	26,711.00	26,711.00	1,956.13	1,956.13	24,754.87	7.32 %
05-533-230	Life & Health Insurance - Water Oper	48,376.38	69,733.00	69,733.00	4,533.82	4,533.82	65,199.18	6.50 %
05-533-240	Worker's Compensation - Water Oper	2,910.39	6,002.00	6,002.00	3,744.11	3,744.11	2,257.89	62.38 %
05-533-310	Professional Services - Water Oper	23,020.90	35,000.00	35,000.00	2,152.00	2,152.00	32,848.00	6.15 %
05-533-311	Engineering Services - Water Oper	7,879.84	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
05-533-312	Professional Services - Other - Water	2,414.15	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
05-533-313	Professional Services - Polk Regional	3,871.08	23,000.00	23,000.00	251.93	251.93	22,748.07	1.10 %
05-533-400	Travel Expenses - Water Oper	2,039.02	750.00	750.00	0.00	0.00	750.00	0.00 %
05-533-405	Training - Water Oper	0.00	750.00	750.00	0.00	0.00	750.00	0.00 %
05-533-410	Communication Services - Water Oper	5,783.66	8,000.00	8,000.00	467.31	467.31	7,532.69	5.84 %
05-533-430	Utilities - PW/Utilities Facility Wat	1,692.30	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
05-533-431	Mt. Olive WTP - Utilities - Water Ope	4,484.23	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
05-533-432	Commonwealth WTP - Utilities - Water	2,944.21	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
05-533-433	V.Matt Williams WTP - Utilities - Wat	8,676.94	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
05-533-460	Repairs and Maintenance - Water Oper	54,531.31	60,000.00	60,000.00	877.00	877.00	59,123.00	1.46 %
05-533-461	Mt. Olive WTP - Repairs and Maint - W	1,827.02	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
05-533-462	Commonwealth WTP - Repairs and Maint	3,710.52	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
05-533-463	V.Matt Williams WTP - Repairs and Mai	35,594.42	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
05-533-464	Vehicle Fuel - Water Oper	8,813.41	10,000.00	10,000.00	1,019.11	1,019.11	8,980.89	10.19 %
05-533-465	Vehicle Maintenance - Water Oper	5,344.76	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
05-533-466	Public Works/Utilities Facility - Rep	2,440.83	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
05-533-470	Printing and Reproduction - Water Ope	0.00	600.00	600.00	0.00	0.00	600.00	0.00 %
05-533-490	Other Current Charges - Water Oper	99.98	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-492	Recording & Other Fees - Water Oper	4,440.00	4,200.00	4,200.00	0.00	0.00	4,200.00	0.00 %
05-533-510	Office Supplies - Water Oper	852.70	700.00	700.00	0.00	0.00	700.00	0.00 %
05-533-520	Operating Supplies - Water Oper	11,188.96	11,000.00	11,000.00	2.37	2.37	10,997.63	0.02 %
05-533-521	Mt.Olive WTP - Operating Supplies - W	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
05-533-522	Commonwealth WTP - Operating Supplies	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
05-533-523	V.Matt Williams WTP - Operating Suppl	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
05-533-524	Chemicals - Water Oper	3,793.50	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
05-533-526	Meter Supplies - New Installs - Water	37,845.69	76,000.00	76,000.00	0.00	0.00	76,000.00	0.00 %
05-533-527	Meter Supplies - Repairs & Maintenananc	55,184.08	85,000.00	85,000.00	49.73	49.73	84,950.27	0.06 %
05-533-540	Books, Pub., Sub., & Memberships - Wa	1,548.54	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
05-533-620	Buildings - Water Oper	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %

POLK CITY  
OCTOBER 2021 FINANCIAL REPORT

Enterprise Fund Expenditures  
8.33 % Yr Complete For Fiscal Year: 2022 / 10

G/L ACCOUNT	DESCRIPTION	2021 ACTUALS	2022 ADOPTED BUDGET	2022 ADJ BUDGET	2022 MTD EXPENSES	2022 YTD EXPENSES	2022 AVAIL BUDGET	PERCENTAGE REALIZED
05-533-630	Improvements Other than Building - Wa	850.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
05-533-634	SCADA System - Water Oper	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
05-533-640	Machinery & Equipment - Water Oper	529.85	63,381.00	63,381.00	0.00	0.00	63,381.00	0.00 %
05-533-650	Construction In Progress - Water Oper	136.00	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-710	Principal - Water Oper	0.00	60,473.00	60,473.00	0.00	0.00	60,473.00	0.00 %
05-533-720	Interest - Water Oper	71,773.05	69,356.00	69,356.00	0.00	0.00	69,356.00	0.00 %
05-533-994	Bank Fees - Water Oper	3.19	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		670,668.75	1,032,549.00	1,032,549.00	34,484.35	34,484.35	998,064.65	3.34 %

Sewer

05-535-120	Regular Salary - Wages - Sewer Oper	104,781.54	144,639.00	144,639.00	9,527.60	9,527.60	135,111.40	6.59 %
05-535-140	Overtime - Sewer Oper	4,865.74	5,712.00	5,712.00	0.00	0.00	5,712.00	0.00 %
05-535-210	Fica Taxes - Sewer Oper	8,496.04	11,502.00	11,502.00	716.58	716.58	10,785.42	6.23 %
05-535-220	Retirement Contribution - Sewer Oper	11,985.14	13,083.00	13,083.00	1,030.89	1,030.89	12,052.11	7.88 %
05-535-230	Life & Health Insurance - Sewer Oper	24,158.05	35,905.00	35,905.00	2,595.03	2,595.03	33,309.97	7.23 %
05-535-240	Worker's Compensation - Sewer Oper	2,875.13	4,393.00	4,393.00	3,645.48	3,645.48	747.52	82.98 %
05-535-310	Professional Services - Sewer Oper	30,438.06	20,000.00	20,000.00	680.00	680.00	19,320.00	3.40 %
05-535-311	Engineering Services - Sewer Oper	20,978.80	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
05-535-312	Professional Services - Other - Sewer	758.32	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
05-535-400	Travel Expenses - Sewer Oper	571.58	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-535-405	Training - Sewer Oper	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
05-535-410	Communication Services - Sewer Oper	4,086.59	4,000.00	4,000.00	343.39	343.39	3,656.61	8.58 %
05-535-411	Cardinal Hill WWTP - Comm Svcs - Sew	125.10	1,550.00	1,550.00	0.00	0.00	1,550.00	0.00 %
05-535-412	Mt. Olive WWTP - Comm Svcs - Sewer O	2,396.60	2,800.00	2,800.00	199.80	199.80	2,600.20	7.14 %
05-535-430	Utilities - PW/Utilities Facility Sew	5,586.75	5,165.00	5,165.00	0.00	0.00	5,165.00	0.00 %
05-535-431	Cardinal Hill WWTP - Utilities - Sewe	25,790.23	2,100.00	2,100.00	0.00	0.00	2,100.00	0.00 %
05-535-432	Mt. Olive WWTP - Utilities - Sewer Op	8,417.66	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %
05-535-460	Repairs and Maintenance - Sewer Oper	56,155.00	120,000.00	120,000.00	1,754.00	1,754.00	118,246.00	1.46 %
05-535-461	Cardinal Hill - Repairs and Maint - S	73,844.17	171,913.00	171,913.00	0.00	0.00	171,913.00	0.00 %
05-535-464	Vehicle Fuel - Sewer Oper	10,731.40	10,000.00	10,000.00	813.91	813.91	9,186.09	8.14 %
05-535-465	Vehicle Maintenance - Sewer Oper	11,258.43	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
05-535-466	Public Works/Utilities Facility - Rep	2,437.84	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-535-470	Printing and Reproduction - Sewer Ope	0.00	100.00	100.00	0.00	0.00	100.00	0.00 %
05-535-490	Other Current Charges - Sewer Oper	108.91	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-535-492	Recording & Other Fees - Sewer Oper	3,260.66	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %



POLK CITY  
OCTOBER 2021 FINANCIAL REPORT

Enterprise Fund Expenditures  
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G/L ACCOUNT	DESCRIPTION	2021 ACTUALS	2022 ADOPTED BUDGET	2022 ADJ BUDGET	2022 MTD EXPENSES	2022 YTD EXPENSES	2022 AVAIL BUDGET	PERCENTAGE REALIZED
05-535-493	Equipment Rental - Sewer Oper	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
05-535-510	Office Supplies - Sewer Oper	852.39	700.00	700.00	0.00	0.00	700.00	0.00 %
05-535-520	Operating Supplies - Sewer Oper	6,258.10	8,000.00	8,000.00	432.00	432.00	7,568.00	5.40 %
05-535-522	Cardinal Hill WWTP - Sludge Hauling	25,510.31	41,000.00	41,000.00	0.00	0.00	41,000.00	0.00 %
05-535-524	Chemicals - Sewer Oper	29,319.80	33,000.00	33,000.00	1,036.00	1,036.00	31,964.00	3.14 %
05-535-540	Books, Pub., Sub., & Memberships - Se	164.94	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-535-620	Buildings - Sewer Oper	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
05-535-630	Improvements Other than Building - Se	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
05-535-640	Machinery & Equipment - Sewer Oper	99,520.34	191,489.00	191,489.00	0.00	0.00	191,489.00	0.00 %
05-535-710	Principal - Sewer Oper	(852.80)	337,726.00	337,726.00	0.00	0.00	337,726.00	0.00 %
05-535-712	Principal - DEP Effluent Disposal Loa	0.00	26,995.00	26,995.00	0.00	0.00	26,995.00	0.00 %
05-535-720	Interest - Sewer Oper	284,385.24	277,548.00	277,548.00	0.00	0.00	277,548.00	0.00 %
05-535-722	Interest - DEP Effluent Disposal Loan	19.75	1,635.00	1,635.00	0.00	0.00	1,635.00	0.00 %
05-535-730	Other Debt Service Costs - Sewer Oper	45,812.57	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		905,098.38	1,566,455.00	1,566,455.00	22,774.68	22,774.68	1,543,680.32	1.45 %

EF Non-Departmental

05-590-310	Professional Services - Non-Dept	33,102.27	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
05-590-312	Professional Services - Other - Non-D	3,550.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
05-590-315	Inmate Labor - EF Non - Dept	21,561.37	28,749.00	28,749.00	0.00	0.00	28,749.00	0.00 %
05-590-320	Accounting and Auditing - Non-Dept	28,536.88	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
05-590-440	Rentals and Leases - Non-Dept	4,298.99	4,500.00	4,500.00	88.74	88.74	4,411.26	1.97 %
05-590-450	Liability Insurance - Non-Dept	58,980.50	86,345.00	86,345.00	40,891.00	40,891.00	45,454.00	47.36 %
05-590-490	Other Current Charges - Non Dept	25.00	0.00	0.00	0.00	0.00	0.00	0.00 %
05-590-510	Office Supplies - Non-Departmental	862.20	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-590-520	Operating Supplies - Non-Dept.	946.60	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-590-521	Emergencies & Contingencies - Operati	4,741.67	11,300.00	11,300.00	0.00	0.00	11,300.00	0.00 %
05-590-525	Uniforms - Non Dept	3,373.76	4,500.00	4,500.00	182.25	182.25	4,317.75	4.05 %
05-590-528	Postage - Non-Dept	2,038.35	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-590-540	Books, Pub., Sub., & Memberships -NON	2,311.34	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
05-590-720	Interest - Bond 2017 Issue	(42,146.55)	0.00	0.00	0.00	0.00	0.00	0.00 %
05-590-730	Other Debt Service Costs	60,526.58	0.00	0.00	0.00	0.00	0.00	0.00 %
05-590-920	Transfer to General Fund - Non-Dept	155,000.00	130,000.00	130,000.00	0.00	0.00	130,000.00	0.00 %
05-590-940	Reserves - Unrestricted Reserves NON-	0.00	19,510.00	19,510.00	0.00	0.00	19,510.00	0.00 %
05-590-992	Unemployment Claims - Non-Dept	1,694.60	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %



POLK CITY  
 OCTOBER 2021 FINANCIAL REPORT

Enterprise Fund Expenditures  
 8.33 % Yr Complete For Fiscal Year: 2022 / 10

G/L		2021	2022	2022	2022	2022	2022	PERCENTAGE
ACCOUNT	DESCRIPTION	ACTUALS	ADOPTED BUDGET	ADJ BUDGET	MTD EXPENSES	YTD EXPENSES	AVAIL BUDGET	REALIZED
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	12,261.50	0.00	0.00	0.00	0.00	0.00	0.00 %
05-590-999	Other - Non-Operating Charges - Non-D	(38,443.30)	6,000.00	6,000.00	(410.91)	(410.91)	6,410.91	(6.85) %
DEPARTMENT TOTAL		313,221.76	362,904.00	362,904.00	40,751.08	40,751.08	322,152.92	11.23 %

<b>Enterprise Fund Revenues Total</b>	<b>4,664,627.70</b>	<b>2,961,907.00</b>	<b>2,961,907.00</b>	<b>6,192.76</b>	<b>6,192.76</b>	<b>2,955,714.24</b>	<b>0.21%</b>
<b>Enterprise Fund Expenditures Total</b>	<b>-1,888,988.89</b>	<b>-2,961,908.00</b>	<b>-2,961,908.00</b>	<b>-98,010.11</b>	<b>-98,010.11</b>	<b>2,863,897.61</b>	<b>3.31%</b>
<b>Total Revenue vs. Expenditures</b>	<b>2,775,638.81</b>	<b>-1.00</b>	<b>-1.00</b>	<b>-91,817.35</b>	<b>-91,817.35</b>	<b>5,819,611.85</b>	

POLK CITY  
 Simple Balance Sheet

For Fiscal Year: 2022 thru Fiscal Month: Oct, for Fund: 09

Account Number	Account Title	Ending Bal	Net Amount
09-101-800	EF Sewer Impact Fee Account	308,830.04	
09-101-900	EF Water Impact Fee Account	236,691.09	
09-151-800	Investements - Sewer Impact	1,632,594.85	
09-151-900	Investements - Water Impact	265,459.15	
	<b>** TOTAL ASSET**</b>		2,443,575.13
	<b>** TOTAL LIABILITY**</b>		0.00
	<b>** TOTAL ENCUMBRANCE**</b>		0.00
09-271-100	Unreserved Fund Balance	189,879.07	
09-271-150	Fund Balance - Restatement	2,245,690.34	
	<b>** TOTAL EQUITY**</b>		2,435,569.41
	<b>** TOTAL REVENUE**</b>		8,005.72
	<b>** TOTAL EXPENSE**</b>		0.00
	<b>TOTAL LIABILITY AND EQUITY</b>		2,443,575.13

# Library Monthly Report

## December 2021

### CIRCULATION

ADULT BOOKS	1124
JUVENILE BOOKS	625
<b>TOTAL CIRCULATION</b>	<b>1749</b>

### NEW BORROWERS

IN CITY	6
IN COUNTY	5
<b>TOTAL NEW BORROWERS</b>	<b>11</b>

### NUMBER OF PROGRAMS

ADULT	0
JUVENILE	1
YOUNG ADULT	0
<b>TOTAL PROGRAMS</b>	<b>1</b>

### PROGRAM ATTENDANCE

ADULT	0
JUVENILE	3
YOUNG ADULT	0
<b>TOTAL ATTENDANCE</b>	<b>3</b>

### REFERENCE QUESTIONS

PHONE CALLS	137
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### NUMBER OF COMPUTER USERS

65

### TOTAL PATRONS

474

Prepared by:

*Mikayla Osso*

Library Director

# Library Monthly Report

## January 2022

### CIRCULATION

ADULT BOOKS	937
JUVENILE BOOKS	459
<b>TOTAL CIRCULATION</b>	<b>1396</b>

### NEW BORROWERS

IN CITY	7
IN COUNTY	3
<b>TOTAL NEW BORROWERS</b>	<b>10</b>

### NUMBER OF PROGRAMS

ADULT	0
JUVENILE	0
YOUNG ADULT	0
<b>TOTAL PROGRAMS</b>	<b>0</b>

### PROGRAM ATTENDANCE

ADULT	0
JUVENILE	0
YOUNG ADULT	0
<b>TOTAL ATTENDANCE</b>	<b>0</b>

### REFERENCE QUESTIONS

PHONE CALLS	203
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### NUMBER OF COMPUTER USERS

81

### TOTAL PATRONS

496

Prepared by:

*Mikayla Osso*

Library Director

# Public Works Report

*January 2022*

**Summary:** Below is a summary of Public Works actions for the month:

## **1. Finance, Budget & Procurement**

- a. Receive 2 new BAD BOYZ lawn mowers from Grove Equipment Services that will be used by PW/Utilities in all future grass cutting for the city.
- b. Receive quote from Weikert Ford for purchase of 2022 F250 Work Truck. Prepared documentation for approval by the City Commission on 18 JAN 22. Waiting for Ford to determine if they can produce truck based on supply shortages.
- c. Received quote for new 44-inch Lane Shark Brush Cutter from Grove Equipment and purchased. Equipment is installed and ready for use.
- d. Met with NAPA representative at Public Works Department to discuss new 4 post vehicle lift. Received quote and processed PO. Will set date to get installed in maintenance bay.

## **2. Admin, Logistics & Operations**

- a. Finalized procurement actions associated with 20x30 PW/Utilities Shed.
- b. All 5 PW employees were absent during a portion of the month due to testing positive for COVID-19. All recovered and returned.
- c. Public Works Director completed 30 days initial expectations/counseling with all employees.
- d. Processed Accounts Payable for the week including outstanding UniFirst August 2021 invoice, ACE Hardware billing, WEX Card, and Lowe's invoice.
- e. Conducted Unifirst synchronization discussion to ensure uniform exchange and procedures were understood and followed. Will brief Utilities Director as well as PW Team to ensure all are informed.
- f. Contacted Mobile-One regarding the purchase of new 6 bank radio charger to replace the worn-out original chargers purchased in 2018. Equipment was purchased and all radios are charging properly.
- g. Contacted Detective regarding fraudulent activity on Home Depot account. Detective indicated that suspects have been identified, questioned, and pending charges.
- h. Completed the inventory of all excess/surplus items located at the Old Public Works Bldg. Completed PW Surplus list was turned into the City Manager week of 3 FEB 22 for City Commission to review and approve for surplus.

## **3. Streets & Signs**

- a. Completed surveillance of city signs and updated in DIAMOND MAPS. Ordered \$2800.00 worth of replacement signs and parts to begin the

- process of replacing old and damaged signs and posts. New signs are on hand and will begin to replace over the month of March.
- b. Repaired street signs and added to the top of the stop sign at SR 33, Citrus Grove Blvd and Sunshine Blvd.
  - c. Removed & replaced children at play sign located at Oak Ave and 2<sup>nd</sup> Street.
  - d. Validated all city streets have been uploaded and accurate into DIAMOND MAPS.
  - e. Conducted surveillance of Oakridge Heights streets to determine the requirement for paving. Surveillance resulted in the determination that roads do not require paving which will result in a potential \$50,000 cost avoidance.
  - f. Coordinated with FLDOT regarding sidewalk repairs along SR33 in front of Polk City Elementary. FLDOT completed repairs on 28 JAN 22. Awaiting assessment from FLDOT on cracked sidewalk along SR33 and west of Bronson Community Center.
  - g. Assisted Utilities Department with the repair of broken water line and hydrant replacement at the corner of Oak Ave & Railroad Ave. Pavement repair quotes are being received and will be present to City Manager for her approval upon final quote receipt.

#### **4. Stormwater**

- a. Received confirmation from to Matt Irwin, FDEP NPDES Stormwater Program Inspector regarding 3 DEC DEP MS4 Audit Assessment. Based on the City's response and a review of the information submitted the facility was determined to be in compliance with Department rules and regulations. The Audit is closed, and Polk City is in compliance.
- b. Added all 15 industrial, commercial, and institutional organizations within Polk City Limits into DIAMOND MAPS as part of the MS4 Surveillance Plan.
- c. Completed 1<sup>st</sup> QTR, 2022 MS4 Surveillance of the 15 industrial, commercial, and institutional organizations with no deficiencies noted.
- d. Performed Illicit Discharge surveillance at a home located at 607<sup>th</sup> & 3rd Street. Results were reported to Code Enforcement who issued a citation. Violation was fixed by homeowner and closed by Code Enforcement.
- e. Conducted site survey of stormwater ditch in Oakridge Heights between 2nd & 3rd Street bordering 607th 2nd Street residence that cleaned up an illicit discharge. Property is not owned by city, so if ditch is to be filled in with pipe and backfill, will have to factor into FY2022-2023 Budget and get permission of homeowner if approved by City Manager and City Commission.
- f. Conducted site survey of city stormwater ditch located at intersection of 2nd Street and Oak Ave to plan cleanup to increase water flow and prevent stoppage of flush in the event of heavy rainfall.
- g. Assigned both Dustin Williams and Luis Castro to prepare for the online SEP 22 Stormwater, Erosion & Sedimentation Control Inspector Training

Program. Keith McVeigh is signed up for the MAR 22 online class/certification.

**5. Parks & Recreation (Freedom Park, Courts, McMaingle Park, and Fishing Pier)**

- a. Inspected and removed trash from all areas.
- b. Installed new black post on Dan Wilson sign at Freedom Park.
- c. Repaired U.S. Flagpole light at Freedom Park.
- d. Walker Fence installed the new 4-foot extension along the top of the basketball court to prevent the ball from going over fence into residence yard.
- e. Replaced 3 damaged outlet covers and repaired playground (seesaw) equipment at Freedom Park.
- f. Installed temporary safety restraint on burned rock wall at McManigle Park. Contacted equipment manufacture to get quote for replacement rock wall.

**6. Facilities (Library, City Hall, Bronson Center, Old Public Works Facility, Activity Center and New Public Work/Utility facilities)**

- a. Completed weekly custodial duties on all facilities
- b. Escorted cleaning crew that performed COVID deep cleaning of Public Works & Utilities Buildings, Library & City Hall as part of COVID-19 Prevention Protocols.
- c. Repaired City Hall Commission Chambers audio/video system by installing new double HDMI cable to ensure dual TV/Monitors were working properly
- d. Replaced City Hall fire sprinkler head in the clock tower bringing City Hall into Polk County Fire Prevention compliance.
- e. Sprayed palms for aphids at City Hall and finished weeding and trimming all flower beds.
- f. Repaired closet and door stop in Bronson Community Center.
- g. Prepared 300 boxes for the 8 & 22 JAN 22 United Way Food Drive at Bronson Center. PW Director participated to get first-hand knowledge of the event Polk City sponsors.
- h. Relocated/organized Republic trash dumpsters to present a more professional and organized Public Works and Utilities work area.
- i. Installed 6 new speakers and microphone at Bronson Center.
- j. Completed 9 refinished children's chairs for the Library and collected 6 more.
- k. Replaced all A/C filters in City Hall.
- l. Surveyed Utilities Pump House on Mt. Olive road to determine required repairs.
- m. Replaced 3 doorstops at Bronson Community Center.
- n. Assisted Haines City Fire with repairs on broken fire valve at City Hall.
- o. Began initial repairs on leaking water fountain at Bronson Community Center. Repairs completed 31 JAN 22.



- p. Installed insulation around all city backflow valves in preparation for predicated extreme cold weather on 29/30 JAN 22.
- q. Replaced drain in utility sink at PW shop and installed new sink faucet in PW office bathroom.
- r. Inventoried excess janitorial supplies at the PW shop with a value of over \$3,200 of excess. No more cleaning supplies will be ordered until all excess is utilized.
- s. Stripped 200 meters separating brass, aluminum, and plastic for scrap.

#### **7. Mowing & Landscaping**

- a. Removed trash at all city facilities, streets and areas that required clean-up to include SR 33, C557/559.
- b. One employee studied for Pesticide Spraying Certification Exam.
- c. Received word from Polk Correctional Institute, Stephanie Phillips, Field Office Business Manager on 18 JAN 22 that due to COVID Pandemic, inmate crews are still not authorized to perform field work until further notice. Polk C.I. will contact us when authorization is given to resume field work.
- d. Met with FL DOT Melvin McCoy to survey SR 33 and CR 557/559 grass that Polk City is contracted to cut until OCT 2022. Contract states we are responsible for 42.58 acres. Polk City will retain contract with no changes.
- e. Mowed City Hall, old public works, fishing pier, and SR33 form Lakeshore to Bronson Trail.

#### **8. Fleet Maintenance**

- a. Changed oil in Fleet truck #350573
- b. Cleaned up and turned in scrap metal to Allied Scrap Processors receiving \$394.40 back to Polk City.
- c. Cleaned and organized the lawn mower shed, small storage shed as well as the back 2 sun sheds behind Utilities Department and paint room.
- d. Cleaned and organized all PW Trucks
- e. Picked up 10-foot replacement board for lawn mower trailer.

#### **February Objectives**

1. Continue proactive/preventive maintenance of all city facilities and equipment.
2. Update DIAMOND MAPS by breaking down city sectors to perform MS4 Surveillance and record results as part of the Illicit Prevention and Proactive Inspection Program.
3. Continue Utilize DIAMOND MAPS program to perform surveillance of all city assets and record all actions taken creating a historical data base for works completed, to include Stormwater.
4. Update DIAMOND MAPS with proper State Mowing contracts boundaries.
5. Continue cleanup back pole barn area as well as shop storage area and prepare excess and unserviceable for surplus/disposal.



6. Continue to set conditions to procure equipment/resources identified in the 2021-2022 Budget.

**Submitted by:**

Keith J. McVeigh, Public Works Director

# UTILITY DEPARTMENT

January 2022

**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 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-270
- Work Orders - 217
- Turn On - 38
- Turn off - 30
- Misc. (rereads, laptops, vacation turn on, TBO from shut off) - 148
- 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
- Mowed all water/wastewater plants, perk ponds, ribs, liftstations, and Ruth rd.
- Sprayed weeds

**February 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  
February 21, 2022

CONSENT AGENDA – C-1 (Other):

UTILITY BILL WRITE-OFFS

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:**

Utility Bill Write-Offs

**ATTACHMENT:**

List of Utility Bill Write-Offs

**ANALYSIS:**

The Utility Bill Write-Offs cover a period from December 2020 through January 2022; there are a total of 23 accounts totaling \$5,497.49.

Collection Process - Once an account is finalized, it is put into a "D" cycle. Collection letters are mailed on a quarterly basis from this "D" cycle, until payment is made, or the accounts are written off. Utility Billing also collects debt when new service is rendered on past due debt, and/or write off accounts.

**STAFF RECOMMENDATION:**

Approve the Utility Write-Offs in the amount of \$5,497.49.

count Numl	PayID	Name	Service Address	CY	Bill Status	Last Bill	Balance Due
Cycle Codes: D							
491169	AIZLA	BEHARI, NISHAL	325 Callitris Ave	D	FINAL	11/22/2021	255.15
491094	AIXIA	COLASANTI, RONALD	9032 Sarah Dr # H8	D	FINAL	8/13/2021	15.93
203800	4D94A	COLEMAN, TERESA	9131 Golden Gate Blvd # 5	D	FINAL	11/2/2021	204.25
491072	AIWWB	CORREA, MATTHEW	513 2nd St	D	FINAL	11/16/2021	64.6
490700	AIMKA	FLOTECH ENVIRONMENTAL	Temp Hydrant Meter 2	D	FINAL	9/16/2021	2805.27
490135	AI6VA	GILZENE, YOMAYRA	5300 Golden Gate Blvd # 6	D	FINAL	1/25/2022	281.75
490062	AI4UA	GINN, ANGELA	1533 State Road 559	D	FINAL	11/9/2021	129.12
489813	AHXXA	HARDING, MATTHEW AND MIST	4306 Portage Dr	D	FINAL	11/2/2021	169.12
397402	8IMYA	IOVANNISCI, MIC	9040 Hammock Loop # 37	D	FINAL	12/7/2021	21.32
215000	4LW8A	MCCURDY, JANET	9133 Damascus Ave # 18e	D	FINAL	1/20/2022	256.51
283800	62ZCA	MCDONALD, JACK	4427 Portage Dr # 9/10	D	FINAL	1/25/2022	30.07
232800	4ZMOA	MCKAY, JILL E	5058 Shore Line Dr # 63	D	FINAL	10/14/2021	91.09
228100	4W04A	MCKAY, STANLEY	5036 Shore Line Dr # 64	D	FINAL	10/14/2021	106.9
255200	5GWWA	NEIDLINGER, PAU	5219 Island View Cir S #	D	FINAL	2/4/2022	60.64
491301	AJ39A	NEWKIRK, CHRISTINA	8861 Sunapee Loop	D	FINAL	12/6/2021	158.21
271400	5TEWA	RENOUF, RAYMOND	5233 Island View Cir N #	D	FINAL	1/31/2022	66.12
383200	87OGA	SANDERS, CAROLY	208 Waterview Dr	D	FINAL	12/7/2021	16.11
211900	4JI4A	SOMERS, BILLIE	5455 Golden Gate Blvd # D	D	FINAL	9/13/2021	115.83
227200	4VB4A	THEBEAU, JEAN AND	5194 Shore Line Dr # 51	D	FINAL	2/4/2022	85.88
222700	4RU4A	WATSON, BERNICE	9432 Woodview Dr # 23	D	FINAL	12/9/2021	49
491020	AIVGA	WATTERS, TRAVIS	102 Citrus Grove Blvd S	D	FINAL	1/18/2022	163.3
245400	59COA	YOUNG, SARAH	5213 Golden Gate Blvd # G	D	FINAL	12/14/2021	24.97
215700	4MFOA	ZAMPIERI, ELFRI	9153 Samaritan Ave # F3	D	FINAL	12/7/2021	326.35
Total Balance Due:							5497.49

**City Commission Meeting  
February 21, 2022**

**AGENDA ITEM #1:           PUBLIC HEARING - ORDINANCE 2022-01 –Municipal Elections**

       INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:**

AN ORDINANCE OF THE CITY COMMISSION OF POLK CITY, FLORIDA, AMENDING THE POLK CITY CODE OF ORDINANCES (THE "CITY CODE") CREATING CHAPTER 9 IN THE CITY CODE; CREATING A CITY ELECTION CODE; AMENDING & RENUMBERING §§ 2-11 AND 2-12 OF THE CITY CODE; PROVIDING FOR SEVERABILITY, CONFLICTS, & AN EFFECTIVE DATE. **First Reading**

**ATTACHMENT:**

Ordinance 2022-01

**ANALYSIS:**

Currently, information regarding municipal elections is in the Charter as well in Chapter 2 of the Code of Ordinances (Chapter 2 has various subject matters).

This Ordinance will create a separate chapter in the Code of Ordinances dealing with nothing but elections and what Polk City's guidelines are; i.e.

- Qualification deadline for candidates for elected city office
- Prohibited voting conflict on city canvassing board

Having a separate chapter makes it easier for those who are interested in running as well as city staff looking for information.

**STAFF RECOMMENDATION:**

Adopt Ordinance 2022-01 on First Reading

**ORDINANCE 2022-01**

**AN ORDINANCE OF THE CITY COMMISSION OF POLK CITY, FLORIDA, AMENDING THE POLK CITY CODE OF ORDINANCES (THE "CITY CODE") CREATING CHAPTER 9 IN THE CITY CODE; CREATING A CITY ELECTION CODE; AMENDING & RENUMBERING §§ 2-11 AND 2-12 OF THE CITY CODE; PROVIDING FOR SEVERABILITY, CONFLICTS, & AN EFFECTIVE DATE.**

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

**SECTION 1. COMMISSION FINDINGS.** In adopting this Ordinance and modifying the Polk City Code and the therein-incorporated Unified Land Development Code, the City Commission of Polk City, Florida, hereby makes the following findings:

(1) Article II of the Polk City Charter (the "City Charter") provides for the establishment of regular elections and the creation of city commission districts.

(2) Article VI of the City Charter provides certain rules for nominations and city elections.

(3) Section C-30 of the City Charter provides that the "provisions of the general laws of the State of Florida pertaining to state and municipal elections relating to the qualifications of electors, registrations, manner of voting, duties of election officers, canvassing of returns and all other particulars in respect to the management of elections, except as otherwise provided in this Charter and ordinances adopted hereunder pertaining to elections, shall, so far as the same may be applicable, govern all City elections."

(4) From time to time, the City Commission finds that neither the State Election Code nor the City Charter provide the necessary provisions to guide the City in its conduct of elections.

(5) The City Commission finds it necessary and prudent to establish a city election code which may be expanded or amended going forward in order to set forth necessary clarifying provisions.

**SECTION 2. CREATION OF CHAPTER 9 "ELECTION CODE", POLK CITY CODE OF ORDINANCES.** Chapter 9 of the Code of Ordinances, Polk City, Florida, is hereby created to read as follows:

"Chapter 9 – ELECTIONS

Sec. 9-1. – Effect of State Election Code.

Election matters not covered by the City Charter or this Code shall be



covered and controlled by the Florida Election Code, Chapters 97-106, Fla. Stat.

Sec. 2-11 9-2. Qualification deadline for candidates for elected city office.

The city hereby establishes the following deadline for submittals of completed qualification packages for qualification for any elected office in the city. ~~incorporating the provisions of F.S. § 99.061, and specifically, F.S. § 99.061(2), which states: (2) The provisions of any special act to the contrary notwithstanding, each person seeking to qualify for nomination or election to a county office, or district or special district city office not covered by subsection (1), shall file his or her qualification papers with, and pay the qualifying fee, which shall consist of the filing fee and election assessment, and party assessment, if any has been levied, to, the supervisor of elections of the county city manager/city clerk, or shall qualify by the alternative method with the supervisor of elections city manager/city clerk, at any time after 1:00 p.m. of the first day for which shall be the 50th day prior to the earlier of the first primary or special district regular election, but not later than 1:00 p.m. of the 47th day prior to the earlier of the date of the first primary or special district regular election. However, if a special district election is held at the same time as the second primary or general election, qualifying shall be the 50th day prior to the first primary, but not later than 1:00 p.m. of the 47th day prior to the date of the first primary. Within 30 days after the closing of qualifying time, the supervisor of elections shall remit to the secretary of the state executive committee of the political party to which the candidate belongs the amount of the filing fee, two thirds of which shall be used to promote the candidacy of candidates for county offices and the candidacy of members of the legislature.~~

Sec. 2-12 9.3 Prohibited voting conflict on city canvassing board.

Pursuant to state law and based upon the legislative findings set forth in the above-stated recitals, the City Council ~~Commission~~ of Polk City hereby adopts the following ordinance. By virtue of a pending election and the harm to public health and safety by virtue of the lack of a specific prohibition on a sitting city council ~~commission~~ member being able to vote to certify his or her own election, it is necessary for the city to amend its City Code of Ordinance. The city council ~~commission~~ hereby determines that a sitting city council ~~commission~~ member who is running for reelection against another candidate may continue to sit upon the city canvassing board, but shall not vote to certify the results of the election in which that city council Commission member is seeking to be reelected. Any city council Commission member may vote upon the issue of certification of election results in any race or election in which they themselves are not a candidate for reelection. The purpose of this prohibition is to avoid the appearance of a conflict of interest by the members of the city canvassing board.”

**SECTION 3. SEVERABILITY.** If any provision of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end, the provisions of this ordinance are hereby declared severable.

**City Commission Meeting  
February 21, 2022**

**AGENDA ITEM #2:**

**PUBLIC HEARING - ORDINANCE 2022-02 – Municipal Service  
Benefit Unit**

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:**

AN ORDINANCE OF THE CITY COMMISSION OF POLK CITY, FLORIDA; PROVIDING A SHORT TITLE; PROVIDING FOR INTENT, PURPOSE, & EFFECT; CONSENTING TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY INTO A POLK COUNTY MUNICIPAL SERVICE BENEFIT UNIT; PROVIDING FOR INTENT, PURPOSE AND EFFECT; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE. **First Reading**

**ATTACHMENTS:**

Ordinance 2022-02

**ANALYSIS:**

Polk City previously consented to the inclusion of its territorial boundaries into the Polk County Fire Service MSBU by Ordinance No. 2-1297 on January 14, 2013. The County has requested that Polk City renew and extend its consent to inclusion in the Polk County Fire Service MSBU for purposes of providing fire services with the municipal boundaries of the City for another term of ten (10) years.

The fire station is currently inside of the city limits, and the city is currently working with Polk County to relocate the fire station, which would keep it inside the city limits. This is a benefit for the citizens and businesses.

**STAFF RECOMMENDATION:**

Adopt Ordinance 2022-02 on First Reading

## ORDINANCE 2022-02

**AN ORDINANCE OF THE CITY COMMISSION OF POLK CITY, FLORIDA; PROVIDING A SHORT TITLE; PROVIDING FOR INTENT, PURPOSE, & EFFECT; CONSENTING TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY INTO A POLK COUNTY MUNICIPAL SERVICE BENEFIT UNIT; PROVIDING FOR INTENT, PURPOSE AND EFFECT; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 125.01(1)(q) and (r), Florida Statutes, the Florida Legislature has empowered counties to establish Municipal Service Benefit Units (MSBU), wherein a County may levy non-ad valorem assessments to cover the cost of providing for certain municipal services, including the provision of fire services; and,

**WHEREAS**, pursuant to Section 125.01(1)(q), Florida Statutes, the Florida Legislature has provided that any municipality or portion thereof may be included in a County MSBU provided the municipality consents to same annually or for a period of years; and,

**WHEREAS**, a municipality's consent to the inclusion of its territory within a MSBU must be authorized by the enactment of an ordinance of the governing body of the municipality; and,

**WHEREAS**, the Polk City Commission is the governing body of Polk City, Florida ("City"); and,

**WHEREAS**, Polk County has created the Polk County Fire Services District as a MSBU to provide fire services within the boundaries of Polk County and within cities requesting and consenting to County fire services; and,

**WHEREAS**, the City previously consented to the inclusion of its territorial boundaries into the Polk County Fire Service MSBU by Ordinance No. 12-1297 on January 14, 2013; and,

**WHEREAS**, Polk County has requested that Polk City renew and extend its consent to inclusion in the Polk County Fire Service MSBU for purposes of providing fire services within the municipal boundaries of the City for another term of ten (10) years.

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

**SECTION 1. INTENT, PURPOSE AND EFFECT.** It is the intent of this Ordinance to comply with the provisions of Section 125.01(1)(q), Florida Statutes. The City Commission hereby consents to the inclusion of the land within its municipal boundaries, as they may be amended from time to time, into the Polk County Fire Services District

MSBU for a period of ten (10) years from the effective date of this ordinance for the sole and exclusive purpose of subjecting the properties therein to non-ad valorem assessments for the provision of Polk County fire services within the territorial limits of the City, including inspections and enforcement of the Florida Fire Prevention Code and Polk County Local Amendments thereto. The MSBU has been established pursuant to enabling legislation adopted by the Board of County Commissioners of Polk County.

**SECTION 2. REPEAL OF LAWS IN CONFLICT.** All other ordinances or parts of ordinances (including No. 12-1297) in conflict with any of the provisions of this ordinance are hereby repealed to the extent of the conflict.

**SECTION 3. SEVERABILITY.** If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance.

**SECTION 4. TERM.** This Ordinance shall remain in full effect for ten (10) years or until such time as the City repeals this Ordinance following procedures set out in Florida Statutes, Section 166.041. Notice of the proposed repeal of this Ordinance shall be provided in writing to Polk County no later than March 1 of the year in which the City intends to terminate County fire services to avoid imposition of non-ad valorem assessments for that tax year.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and approval as a non-emergency ordinance at two regular meetings of the City Commission.

**INTRODUCED, PASSED on FIRST READING,** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**POLK CITY, FLORIDA**

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

**ATTEST:**

**APPROVED AS TO FORM & LEGALITY**

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

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

**PASSED AND DULY ADOPTED ON SECOND READING,** with a quorum present and voting by the City Commission of Polk City, Florida meeting in Regular Session this \_\_\_ day of \_\_\_\_\_, 2022.

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

**ATTEST:**

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

**City Commission Meeting  
February 21, 2022**

**AGENDA ITEM # 3:**                      **FFY 2019 CDBG Administration Services – Ranking Scoring Summary**

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:** Providing the correct Ranking Scoring Summary as directed by the Department of Economic Opportunity for the FFY 2019 CDBG Administration Services.

**ATTACHMENTS:**

Ranking Scoring Summary  
Individual Ranking Sheets from Commissioners  
DEO Letter - 12/15/2021

**ANALYSIS:**

Polk City did a RFQ for the FFY 2019 CDBG Administration Services. There were two submittals ranked – Fox Enterprises and Summit Professionals. Summit Professionals was awarded the bid based on the scoring. Staff received correspondence from DEO in December 2021, stating that the score sheets did not adhere to the DEO scoring guidelines; therefore, when sent to DEO for final approval, they were rejected. DEO provided a copy of the score sheets along with a new Ranking Summary based on the original score sheets submitted.

**STAFF RECOMMENDATION:**

Review and approve the Ranking Scoring Summary as presented, which will meet the DEO Guidelines.



**CITY OF POLK CITY  
FFY 2019 CDBG ADMINISTRATION SERVICES  
RANKING SCORING SUMMARY**

Firms Submitting: 1. Summit Professionals, Inc.  
2. Fred Fox Enterprises, Inc.

**Ranking Elected Official - Joe LaCascia, Mayor**

Criteria				Firm #1	Firm #2
A				20	20
B				15	15
C				20	10
D				20	20
E				15	15
F				5	5
<b>Total</b>				<b>95</b>	<b>85</b>

**Ranking Elected Official - Don Kimsey, Vice Mayor**

Criteria				Firm #1	Firm #2
A				20	18
B				20	18
C				20	18
D				20	18
E				15	15
F				5	5
<b>Total</b>				<b>100</b>	<b>92</b>

**Ranking Elected Official - Randy Carroll, City Commissioner**

Criteria				Firm #1	Firm #2
A				18	19
B				18	19
C				18	18
D				18	18
E				14	14
F				4	4
<b>Total</b>				<b>90</b>	<b>92</b>

**Ranking Elected Official - Michael T. Blethen, City Commissioner**

Criteria				Firm #1	Firm #2
A				15	15
B				15	15
C				15	10
D				15	15
E				15	15
F				5	4
<b>Total</b>				<b>80</b>	<b>74</b>

**Ranking Elected Official - Wayne Harper, City Commissioner**

Criteria				Firm #1	Firm #2
A				20	15
B				20	20
C				20	20
D				15	20
E				15	15
F				5	4
<b>Total</b>				<b>95</b>	<b>94</b>

Firms Submitting	Total First Place Votes	Total Cumulative Score
1. Summit Professionals, Inc.	4	460
2. Fred Fox Enterprises, Inc.	1	437



10

**SCORE SHEET FOR FOX ENTERPRISES**

<b>For Grant Writing Services</b>		
A	The years of experience of the firm's staff with obtaining CDBG Neighborhood Revitalization, Commercial Revitalization and/or Economic Development Grants funded through the state of Florida Department of Economic Opportunity	18
B	The experience of the firm's management group with the State of Florida Community Development Block Grant Program	19
C	The firm's approach to developing a CDBG application, including an explanation of the tasks to be performed, the City's involvement in the application process	19
D	Quality and number of local government client references provided	18
E	The quality of the response from the client references provided from other local governments	14
F	Fee or proposed fee basis	4

<b>For Grant Administration Services</b>		
A	The years of experience of the consultant's staff with administering CDBG Neighborhood revitalization Commercial Revitalization and Economic Development Grants funded through the State of Florida Department of Community Affairs	19
B	The experience of the firm's management group with the state of Florida Community Development Program	19
C	Firm's approach to meeting local project needs including an outline of the tasks to be performed and the thoroughness of the approach presented	18
D	Quality and number of local government client references provided	18
E	The quality of the response from the client references provided from other local governments	14
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- Michael T. Blithen 

**SCORE SHEET FOR SUMMIT PROFESSIONALS**

<b>For Grant Writing Services</b>		
A	The years of experience of the firm's staff with obtaining CDBG Neighborhood Revitalization, Commercial Revitalization and/or Economic Development Grants funded through the state of Florida Department of Economic Opportunity	10
B	The experience of the firm's management group with the State of Florida Community Development Block Grant Program	15
C	The firm's approach to developing a CDBG application, including an explanation of the tasks to be performed, the City's involvement in the application process	15
D	Quality and number of local government client references provided	15
E	The quality of the response from the client references provided from other local governments	15
F	Fee or proposed fee basis	20

<b>For Grant Administration Services</b>		
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F	Fee or proposed fee basis	20



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JL

**SCORE SHEET FOR FOX ENTERPRISES**

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85

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85

Michael T. Blethen 

**Michael T. Blethen**

**SCORE SHEET FOR FOX ENTERPRISES**

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# Commissioner Wayne Harper

**SCORE SHEET FOR SUMMIT PROFESSIONALS**

<b>For Grant Writing Services</b>		
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<b>For Grant Administration Services</b>		
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E	The quality of the response from the client references provided from other local governments	<u>15</u>
F	Fee or proposed fee basis	<u>5</u>

<b>For Grant Administration Services</b>		
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**SCORE SHEET FOR FOX ENTERPRISES**

<b>For Grant Writing Services</b>		
A	The years of experience of the firm's staff with obtaining CDBG Neighborhood Revitalization, Commercial Revitalization and/or Economic Development Grants funded through the state of Florida Department of Economic Opportunity	19
B	The experience of the firm's management group with the State of Florida Community Development Block Grant Program	19
C	The firm's approach to developing a CDBG application, including an explanation of the tasks to be performed, the City's involvement in the application process	19
D	Quality and number of local government client references provided	19
E	The quality of the response from the client references provided from other local governments	15
F	Fee or proposed fee basis	5

<b>For Grant Administration Services</b>		
A	The years of experience of the consultant's staff with administering CDBG Neighborhood revitalization Commercial Revitalization and Economic Development Grants funded through the State of Florida Department of Community Affairs	A 18
B	The experience of the firm's management group with the state of Florida Community Development Program	A 18
C	Firm's approach to meeting local project needs including an outline of the tasks to be performed and the thoroughness of the approach presented	A 18
D	Quality and number of local government client references provided	A 18
E	The quality of the response from the client references provided from other local governments	A 18
F	Fee or proposed fee basis	A 18

*I find fox qualified*

SCORE SHEET FOR SUMMIT PROFESSIONALS

For Grant Writing Services		
A	The years of experience of the firm's staff with obtaining CDBG Neighborhood Revitalization, Commercial Revitalization and/or Economic Development Grants funded through the state of Florida Department of Economic Opportunity	20
B	The experience of the firm's management group with the State of Florida Community Development Block Grant Program	20
C	The firm's approach to developing a CDBG application, including an explanation of the tasks to be performed, the City's involvement in the application process	20
D	Quality and number of local government client references provided	20
E	The quality of the response from the client references provided from other local governments	15
F	Fee or proposed fee basis	5

For Grant Administration Services

A	The years of experience of the consultant's staff with administering CDBG Neighborhood revitalization Commercial Revitalization and Economic Development Grants funded through the State of Florida Department of Community Affairs	A+ 20
B	The experience of the firm's management group with the state of Florida Community Development Program	A+ 20 A+
C	Firm's approach to meeting local project needs including an outline of the tasks to be performed and the thoroughness of the approach presented	A+ 20
D	Quality and number of local government client references provided	A+ 20
E	The quality of the response from the client references provided from other local governments	A+ 20
F	Fee or proposed fee basis	A+ 20

I favor Summit due to having worked with Summit in the past  
Don Kimsey



JL

**SCORE SHEET FOR SUMMIT PROFESSIONALS**

For Grant Writing Services		
A	The years of experience of the firm's staff with obtaining CDBG Neighborhood Revitalization, Commercial Revitalization and/or Economic Development Grants funded through the state of Florida Department of Economic Opportunity	20
B	The experience of the firm's management group with the State of Florida Community Development Block Grant Program	15
C	The firm's approach to developing a CDBG application, including an explanation of the tasks to be performed, the City's involvement in the application process	20
D	Quality and number of local government client references provided	20
E	The quality of the response from the client references provided from other local governments	20
F	Fee or proposed fee basis	5

95

For Grant Administration Services		
A	The years of experience of the consultant's staff with administering CDBG Neighborhood revitalization Commercial Revitalization and Economic Development Grants funded through the State of Florida Department of Community Affairs	20
B	The experience of the firm's management group with the state of Florida Community Development Program	15
C	Firm's approach to meeting local project needs including an outline of the tasks to be performed and the thoroughness of the approach presented	20
D	Quality and number of local government client references provided	20
E	The quality of the response from the client references provided from other local governments	15
F	Fee or proposed fee basis	5

95

December 15, 2021

**Certified Mail Return Receipt Requested**

The Honorable Joe Lacasia  
Mayor, City of Polk City  
123 Broadway Blvd. SE  
Polk City, Florida 33868

Re: Monitoring Report – Procurement of Administrative Services  
Small Cities Community Development Block Grant (CDBG) Program  
Contract Number: 22DB-OP-07-63-02-N16

Dear Mayor Lacasia:

We have conducted a desk monitoring for procurement of professional services. This letter, which contains one “findings” or “concerns,” is a summary of the review and does not require a response.

Procurement of CDBG-funded contracts must comply with applicable federal regulations and state laws. The principal federal procurement regulations are found in Title 2 Code of Federal Regulation Part 200. The procurement of some professional services is also subject to section 287.055, Florida Statutes, (the Consultants Competitive Negotiation Act).

The City received only one response to its Request for Proposals/Qualifications for administrative services that was published in a daily newspaper located in an Office of Management and Budget (OMB) designated metropolitan statistical area. This meets the requirements of Attachment D, Program Condition 5, of the Subgrant Agreement.

The procurement documentation submitted for DEO’s review and the proposed contract with Summit Professional, Inc for administrative services was reviewed. The following finding was identified:

- Finding:** The City did not follow the scoring criteria that was provided in the documentation in order to score the proposal that was submitted.
- Action Required:** The City must submit a scoring criteria that follows the one that was provided in the documentation.

This letter also documents compliance with Program Condition Number 4 of your subgrant agreement. If anyone has questions related to this letter, please contact Tamara Zuokemefa, Government Operations Consultant II at (850) 717-8444, or [Tamara.Zuokemefa@deo.myflorida.com](mailto:Tamara.Zuokemefa@deo.myflorida.com).

The Honorable Joe Lacasia  
December 15, 2021  
Page 2 of 2

Sincerely,

A handwritten signature in black ink, appearing to read "Kate Doyle". The signature is fluid and cursive, with a large initial "K" and "D".

Kate Doyle, Bureau Chief  
Bureau of Small Cities and Rural Communities

KD/tz

cc: Patricia Jackson, City Manager, Polk City  
J. Scott Modesitt, President, Summit Professionals, Inc.



**City Commission Meeting  
February 21, 2022**

**AGENDA ITEM #4:            RESOLUTION 2022-01 - DECLARING CERTAIN PROPERTY SURPLUS**

       INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:**

**Resolution 2022-01** - a Resolution of the City Commission of Polk City, Florida, declaring certain personal property as surplus; providing for authorization for the public sale, subsequent donation or disposal of said personal property; providing for the prior advertisement of said sale; providing for all revenue to be placed in the General Fund; and providing an effective date.

**ATTACHMENTS:**

Resolution 2022-01 and a list of items to be declared as surplus.

**ANALYSIS:**

Per the Code of Ordinances, we are requesting for several items be declared as surplus and disposed as dictated (sold, donated or disposal).

The list of Items is attached as "Exhibit A" to Resolution 2022-01

**STAFF RECOMMENDATION:**

Adopt Resolution 2022-01

## RESOLUTION 2022-01

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

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

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

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

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

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

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

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

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

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

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

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

**RESOLVED, PASSED AND CERTIFIED AS TO PASSAGE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022**

**CITY COMMISSION of Polk City**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

## FEB 2022 SURPLUS LISTING

ITEM	YEAR	VIN/SERIAL#	MAKE	MODEL	QTY	REMARKS
1 Pick-up Truck	Oct-01	VIN 1FTRF17W82NA41875	Ford	F150	1	Vehicle has exceeded its life expectancy for commercial use, is not economically repairable and unsafe for employees to operate due to transmission slipping into reverse on its own. Starter does not engage correctly and many of the instruments are not functioning. The odometer is not working and at last reading was at 135,000 miles.
2 Van (12 Passenger)	Oct-04	VIN 1FBNE31L55HA61617	Ford	E150	1	Vehicle has exceeded its life expectancy for commercial use, is not economically repairable and unsafe for employees to operate. Many of the instruments are not functioning. Transmission shifter is not working so no way to know what gear vehicle is in.
3 Bucket/Lift Truck	Mar-98	VIN FDWF36S6XEA45844	Ford	F350	1	Vehicle has exceeded its life expectancy for commercial use, is not economically repairable and unsafe for employees to operate. After contacting the manufacturing of the TELSTA Bucket/Lift System, ALTEC informed me that they would not work on the lift as it was greater than 15 years old, (Lift was manufactured in 1988) and availability of parts would be a problem as the A28C model lift was discontinued after only one year in production. Vehicle was precured from Townsend Motors Inc of Auburndale, FL for \$8000.000 on 4 PAR 2017.

## FEB 2022 SURPLUS LISTING

ITEM	YEAR	VIN/SERIAL#	MAKE	MODEL	QTY	REMARKS
4	2004	9381450	SCAG	STT61A-27CH	1	Mower has 4962 hours on the engine. Waller Power Equipment said engine was operating fine, but the amount of hours on the engine was high and they could not provide any mechanical assurance on the engine. All other repairs required to make the equipment safe and properly operate cost \$4,504.13.
5	Unknown	N/A	Unknown	Unknown	16	large Flood lights that were replaced at the basketball and tennis courts.
6	2012	N/A	N/A	ECS-250-IC-6	6	Speakers are 100% functional
7	N/A	N/A	Bobrick	N/A	2	
8	N/A	N/A	Electrolux	Sanitarie	1	
9	N/A	N/A	N/A	516H-E	1	
10	N/A	N/A	N/A	OE-HDD1MP28	10	
11				SR 40 Mini Pro	2	
12					3	
13			Central Machinery		1	Motor Stopped working
14					1	
15				ST1000NM0033	1	New
16					1	Needs new battery
17						Needs new battery
18			HP	DPS-800 GBA	1	
19			D-Link	DAP-1522	1	
20			ACER	V193W	1	
21			SOLO	ISOSAFE	1	
22			HP	ULTRIUM CTO 2	1	
23		9H7WY91	Dell Optiplex	GX520	1	No hard Drive
24		MXL7360QXR	HP	Compaq	1	No Hard Drive
25						
26			CISCO	LINKSYS	1	Condition unknown
27			Apollo	AP6P111015	1	Condition unknown
28			APC	UPS-850	1	Needs new battery
29			TRIPP-LITE	900VA480W	1	Needs new battery
30			APC	825VA	1	Needs new battery
31			APC-550V	3B0807X56104	1	Needs new battery

## FEB 2022 SURPLUS LISTING

	ITEM	YEAR	VIN/SERIAL#	MAKE	MODEL	QTY	REMARKS
32	NETGEAR Landline (48 port)			NETGEAR	1YT4243K50059		Condition unknown
33	Windstream Data/Voice Switch			CISCO	FHK1432F4E8	1	Condition unknown
34	Office Chair (Swivel)					1	Gray Color
35	Desk Chair (Stationary)					4	Green Color
36	Dell Desk Top Computer (3020)		2QZWP02	Dell	Optiplex 3020	1	Condition unknown
37	Dell Desk Top Computer (3050)		12F87P2	Dell	Optiplex 3050	1	Condition unknown
38	Dell Desk Top Computer (7010)			Dell	Optiplex 7010	1	Condition unknown
39	Desk, Computer					1	
40	Book Shelf (5 Shelves)					1	
41	Wood Table , Round (36 inch)					1	
42	Microwave, Cabnet Mounted			GE	JVM6172DK1BB	1	
43	Chair, Executive High Back					1	
44	ABS 15 HP Submersible Sewage Pump			ABS		1	Shorted
45	Davis EMU 10.5 HP Submersible Sewage Pump			EMU		1	Shorted
46	FLYGT 10 HP Submersible Sewage Pump			FLYGT		3	Shorted
47	Hydromatic 3 HP Submersible Sewage Pump			Hydromatic		1	Shorted
48	Hydromatic Submersible Sewage Pump (20 HP) Green			Hydromatic		1	Shorted
49	Water Meters			Master Meter		200	Broken



**City Commission Meeting  
February 21, 2022**

**AGENDA ITEM # 5:**

Review and approve bids for demolition – 423 Marklen Loop

INFORMATION ONLY  
 ACTION REQUESTED

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**ISSUE:** Demolition of 423 Marklen Loop

**ATTACHMENTS:**

Bid Packet for Steve Bivens Contracting, Inc.  
Bid Packet for Johnson's Excavating Services

**ANALYSIS:**

The structure at 423 Marklen Loop (Case #CE 19-0174) was inspected by Polk County and the property was condemned. Polk City went out for bid in January 2022 for demolition of the structure. Two bids were received – Johnson's Excavating Services - \$7,390 and Steve Bivens Contracting Inc - \$9,500.

Once the structure is demolished, a lien will be placed on the property for the cost of the demolition and Polk City will move forward with Foreclosure proceedings for that lien and the other lien for code infractions.

**STAFF RECOMMENDATION:**

Staff is recommending the lowest bid from Johnson's Excavating Services in the amount of \$7,390.

# BID SHEET (SUBMITTAL PAGE)

Quotation Price for demolition services \$ 7,390.00

Are Subcontractors being used in the performance of this demolition? (Mark only one)

Yes  No

Name of Subcontractor(s): \_\_\_\_\_

Work being performed by Subcontractor(s): \_\_\_\_\_

(List **ALL** subcontractors. Attach additional sheets if needed)

Firm Name: Johnson's Excavation & Services, Inc.

Authorized Signature 

Printed Name & Title of Authorized Signer: Donathan A. Johnson, President

P.O. Box/Street Address: 1706 East Trapnell Road

City, State and Zip Code: Plant City, Florida 33566

Telephone Number: 813.752.7097 E-Mail Address: sales@jescontracting.com

FL General/Building Contractors License # (CGC/CBC) or Demo Certification #:

CBC059540

### COMPANY CLASSIFICATION (Must Circle One)

Caucasian

African American

Hispanic American

Asian-Pacific American

Native American

Asian-Indian American

*If one of the above is circled please indicate whether  Female  Male*

Publicly Traded Corporation

Employee Owned Company

### RETURN ALL BIDS TO PROCUREMENT VIA MAIL, FAX OR EMAIL:

**Polk City Government Center**

Attn: City Manager Patricia Jackson

123 Broadway Boulevard, SE

Polk City, Florida 33868-9225

(863)984-1375, ext. # 237

Fax: (863)984-2334

Email: [patricia.jackson@novecity.org](mailto:patricia.jackson@novecity.org)

## SAFETY REQUIREMENTS/REGULATIONS

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the City Manager at (863) 984-1375, ext. # 237.

1.1 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A City representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

**Serious Violation:** A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

**Willful Violation:** May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

**Criminal/Willful Violation:** A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

**First violation:** correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the City.

**Second violation:** may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the City.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the City shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site.

1.4 The Contractor shall be aware that while working for the City, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the City.

1.5 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City. All communications to the superintendent shall be as binding as if given to the Contractor.

# SAFETY REQUIREMENTS/REGULATIONS FORM (SUBMITTAL PAGE)

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this 4 day of February, 2022

Name of Firm Johnson's Excavation & Services, Inc.

By [Signature]

President

Title of Person Signing

(SEAL)

STATE OF Florida

COUNTY OF Hillsborough

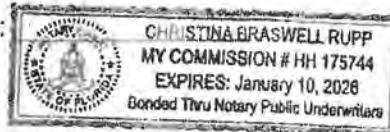
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4 day of February, 2022, by Donathan A. Johnson (name) as President (title of officer) of Johnson's Excavation & Services, Inc. (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Christina B. Rupp

Notary Commission Number and Expiration:

(AFFIX NOTARY SEAL)






**Drug-Free Workplace Form**

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that,  
(Name of the Business): Johnson's Excavation & Services, Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: Date: February 4, 2022

## INSURANCE REQUIREMENTS

All contractors are required to provide the City with one original certificate of insurance, which must include the following information:

- a. Worker's Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry and any corporate officer of a construction corporation who elects to be exempt from the provisions of the Worker's Compensation exemption certificate.

Admitted in Florida: Yes

Employer's Liability: \$100,000

All States Endorsement: Statutory

Voluntary Compensation: Statutory

Worker's Compensation policy will contain waiver of subrogation in favor of Polk City.

- b. Commercial General Liability Insurance, including City and Contractor Protective, Contractual, Products and Completed Operations Liability coverage on an occurrence Broad form policy in limits not less than those listed and deductible amount not to exceed \$25,000. XCU Property Damage exclusion must be removed from the policy.

Each Occurrence: \$1,000,000

Completed Operation: \$1,000,000

Pollution Liability: \$1,000,000

- c. Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability: \$1,000,000

Combined Single Limit Each Accident

- d. Pollution Liability is required for all contractors that perform demolitions involving asbestos. This coverage will be requested upon the initial award of a project that contains asbestos material.

Polk City is to be named as an additional insured on both the General Liability Policy and the Automobile Liability Policy as follows: "Polk City, a political subdivision of the State of Florida, is named as additional insured with respect to all work performed for Polk City for Automobile and General Liability policies of insurance. Waiver of subrogation in favor of Polk City is required for General Liability and Worker's Compensation coverages. Coverage must be provided by an insurer licensed to do business in the State of Florida and must be rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category.

The Certificate Holder must be stated as:

**Polk City, a political subdivision of the State of Florida**  
**330**  
**W. Church St., Room 150**  
**Bartow, FL 33830**

Notation on the certificate reflecting the additional insured status and the waiver of subrogation or copies of the endorsements must be provided to verify requirements. "All work performed for Polk City" must be noted on the certificate.

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

**Affidavit Certification Immigration Laws**

POLK CITY WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK CITY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK CITY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Johnson's Excavation & Services, Inc.

Signature: *[Handwritten Signature]*

Title: President

Date: February 4, 2022

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means  physical presence or  online notarization, this 4 day of February, 2022, by Donathan A. Johnson (name) as President (title of officer) of Johnson's Excavation & Services, Inc. (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: *[Handwritten Signature]*

Printed Name of Notary Public: Christina B. Rupp

Notary Commission Number and Expiration:

(AFFIX NOTARY SEAL)



## CHECKLISTS

### SECTION 1. SUBMITTAL REQUIREMENTS BEFORE DEMOLITION STARTS

- \_\_\_ **10-Day DEP Notice for Demolition Activities** (Must indicate Wet Demo)  
Suggested submittal within 8 calendar days from Notice to Proceed.
- \_\_\_ **10-Day DEP Notice for Asbestos Abatement** (If Survey Determines Asbestos Containing Materials) Suggested submittal within 3 calendar days from Notice to Proceed.
- \_\_\_ **Scaled Landfill Tickets for Asbestos Abatement** (Must Use a Class 1 Landfill)  
**Scan and email before demo starts**
- \_\_\_ **Notify Polk City of Demolition Start Date** Via Email at [patricia.jackson@mypolkcity.org](mailto:patricia.jackson@mypolkcity.org) suggested submittal within 10 Calendar days from Notice to Commence Services.

### SECTION 2. PROJECT SITE POSTING REQUIREMENTS

- \_\_\_ **10-Day NESHAP Notice** (Demo and Abatement if applicable)
- \_\_\_ **Abatement Company Asbestos Certification** (If applicable)
- \_\_\_ **Building Permits**
- \_\_\_ **Copy of Asbestos Survey or Building Official Letter**

### SECTION 3. SUBMITTAL REQUIREMENTS AFTER DEMOLITION IS COMPLETED (ALL ITEMS NOTED BELOW MUST BE SUBMITTED TOGETHER AT ONE TIME AS A PACKAGE AND WITHIN 5 BUSINESS DAYS AFTER THE COMPLETION DATE LISTED IN THE NOTICE TO COMMENCE SERVICES)

- \_\_\_ **Original Invoice and Certificate of Completion**
- \_\_\_ **Scaled Landfill Tickets for C&D Material**
- \_\_\_ **Original Landfill Tickets for Hazardous Materials or Tires** (If applicable)
- \_\_\_ **FINAL Septic Tank Abandonment Permit (or Completion Form), if applicable.**  
(Or letter why tank was not abandoned. Letter must be on company letterhead and signed by someone with signature authority for the company). Permit must be signed by an official with authority to close permit.
- \_\_\_ **FINAL Building Permit for Demolition** Permit must be signed by an official with authority to close permit.
- \_\_\_ **Unconditional Release of Lien from All Subcontractors (originals)** If, the subcontractor listed is not used a letter on company letterhead signed by someone with signature authority must be submitted for the company used (if any).
- \_\_\_ **Final Picture of Site**

**CERTIFICATE OF COMPLETION**

DQ Number: 21-001 Case Number: CMA-2019-791

Completion Date: \_\_\_\_\_ Notice to Proceed Date: \_\_\_\_\_

Address: 423 Marklen Loop, Florida

The Work to which this certificate applies has been inspected by the authorized representatives of the City and the permitting agencies and the Contractor; and that Work is hereby declared to be complete in accordance with the scope of work contained within the demolition bid package. This Certificate of Completion applies to all Work under the awarded demolition.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name & Title)

Date: \_\_\_\_\_

County Division: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name & Title)

Date: \_\_\_\_\_



**Statement of No Bid****DQ # 21-001, 423 Marklen Loop, Polk City, FL**

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- Insufficient time to respond
- Do not offer this product
- Specifications unclear
- Specifications too restrictive
- Unable to meet specifications
- Unable to meet bond/insurance requirements
- Schedule would not permit us to perform
- Other (please specify): \_\_\_\_\_

Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Attachment "A"**  
**SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES**

The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

**1. Equal Employment Opportunity. (Applicable to construction contracts only)**

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this

contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2. Clean Air Act and the Federal Water Pollution Control Act.** *(Applicable to all contracts greater than \$250,000)*

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the (City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**3. Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Management and Polk City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smart/guidelines>

6. **Access to Records.** The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Federal funding agency, Polk City, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Purchase Order."

7. **DHS Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.



8. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance will be used to fund the Purchase Order only. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal funding agencies policies, procedures, and directives.

9. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

10. **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

11. **Affirmative Action.**

In accordance with 2 CFR §200.321, the City is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

12. **Compliance with the Contract Hours and Safety Standards Act.** *(Applicable to all awarded contracts related to "mechanics and labors" with a value greater than \$100,000)*

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.



(2) Violation liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Polk County, a political subdivision of the State of Florida, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **13. Applicability.**

(a) This part applies only to grants and cooperative agreements that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. It does not apply to the authorized intelligence or law enforcement activities of the Federal Government.

(b) All elements of this part are applicable until the date of expiration as provided in law.

**EXHIBIT "A"  
CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

For all awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk City, a political subdivision of the State of Florida (the "City"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the City, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE:  \_\_\_\_\_

COMPANY NAME: Johnson's Excavation & Services, Inc.

DATE: February 4, 2022

**EXHIBIT "B"**

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned \_\_\_\_\_ (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

Date: \_\_\_\_\_

Johnson's Excavation & Services, Inc.  

---

Contractor

  
Signature

Donathan A. Johnson  

---

Printed Name of Signer

February 4 2022  

---

Date



ORIGINAL

# BID SHEET (SUBMITTAL PAGE)

Quotation Price for demolition services \$ \$ 9500.00

Are Subcontractors being used in the performance of this demolition? (Mark only one)

Yes  No

Name of Subcontractor(s): N/A

Work being performed by Subcontractor(s): \_\_\_\_\_  
(List **ALL** subcontractors. Attach additional sheets if needed)

Firm Name: STEVE BIVENS CONTRACTING INC

Authorized Signature: [Signature]

Printed Name & Title of Authorized Signer: STEPHEN J. BIVENS

P.O. Box/Street Address: 1608 TAYLOR ST.

City, State and Zip Code: AUDUBON FLA 33823

Telephone Number: 863-698-9497 E-Mail Address: STEVE@SBCDENO.COM

FL General/Building Contractors License # (CGC/CBC) or Demo Certification #: 22437

### COMPANY CLASSIFICATION (Must Circle One)

- Caucasian
- African American
- Hispanic American
- Asian-Pacific American
- Native American
- Asian-Indian American

If one of the above is circled please indicate whether  Female  Male

- Publicly Traded Corporation
- Employee Owned Company

### RETURN ALL BIDS TO PROCUREMENT VIA MAIL, FAX OR EMAIL:

**Polk City Government Center**  
 Attn: City Manager Patricia Jackson  
 123 Broadway Boulevard, SE  
 Polk City, Florida 33868-9225  
 (863)984-1375, ext. # 237  
 Fax: (863)984-2334  
 Email: [patricia.jackson@polkcityfl.com](mailto:patricia.jackson@polkcityfl.com)



# SAFETY REQUIREMENTS/REGULATIONS FORM (SUBMITTAL PAGE)

ORIGINAL

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this 5th day of Feb, 2022

Steve Bivens Contracting Inc  
1608 Taylor St.  
Auburndale, FL 33823

Name of Firm \_\_\_\_\_

By Stephen J. Bivens

President

Title of Person Signing

(SEAL)

STATE OF FL  
COUNTY OF Polk

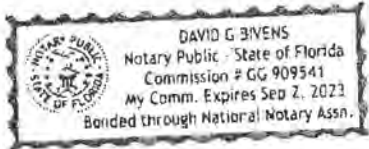
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5th day of FEB, 2021, by Stephen J. Bivens (name) as President (title of officer) of Steve Bivens Contracting Inc. (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: David G. Bivens

Printed Name of Notary Public: David G. Bivens

Notary Commission Number and Expiration: GG 909541 / 9/2/23

(AFFIX NOTARY SEAL)



ORIGINAL

**Drug-Free Workplace Form**

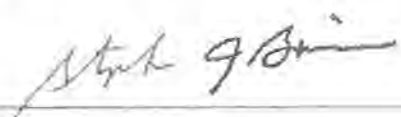
(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that,

(Name of the Business): Steve Bivens Contracting Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: 

Date: 2-5-22

ORIGINAL

**Affidavit Certification Immigration Laws**

POLK CITY WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) (SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")).

POLK CITY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK CITY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Steve Bivens Contracting Inc.

Signature: *Stephen J. Bivens*

Title: President

Date: 2-5-22

State of: FL

County of: Polk

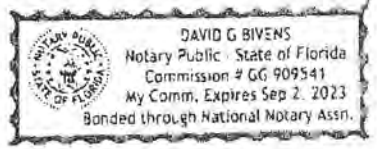
The foregoing instrument was acknowledged before me by means  physical presence or  online notarization, this 5th day of Feb., 2022 by Stephen J. Bivens (name) as President (title of officer) of Steve Bivens Contracting Inc. (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: *David G. Bivens*

Printed Name of Notary Public: David G. Bivens

Notary Commission Number and Expiration: 66909541 / 9/2/23

(AFFIX NOTARY SEAL)



**EXHIBIT "A"**  
**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

ORIGINAL

For all awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk City, a political subdivision of the State of Florida (the "City"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the City, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: 

COMPANY NAME: Steve Bivens Contracting Inc.

DATE: 2/5/22

**EXHIBIT "B"**

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Stephen J. Bivens (Contractor) certifies, to the best of his or her knowledge, that:

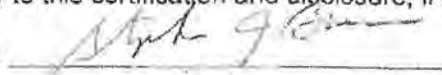
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: 


Name and Title of Contractor's Authorized Official Stephen J. Bivens **President**

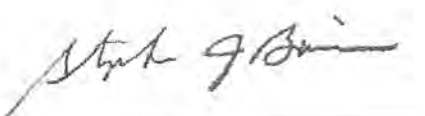
Date: 2/5/22

ORIGINAL

Steve Bivens Contracting Inc  
1608 Taylor St.  
Auburndale, FL 33823

**Stephen J. Bivens**

  
\_\_\_\_\_  
Contractor

  
\_\_\_\_\_  
Signature

**Stephen J. Bivens**

\_\_\_\_\_  
Printed Name of Signer

2-5-22

\_\_\_\_\_  
Date



**City Commission Meeting  
February 21, 2022**

**AGENDA ITEM #6:**

**The Landings Preliminary Plat Update**

INFORMATION ONLY  
 ACTION REQUESTED

---

**ISSUE:** Update on The Landings Preliminary Plat

**ATTACHMENTS:**

- Overview from CFRPC
- Preliminary Subdivision Plat

**ANALYSIS:**

On Monday, February 7, 2022, the Polk City Planning Commission unanimously approved the Preliminary Plat for The Landings at Mt. Olive.

Jennifer Codo-Salisbury will be present to provide an update on this project and address any questions or concerns from the City Commission or the Public,

**STAFF RECOMMENDATION:** None



**POLK CITY  
PRELIMINARY SUBDIVISION PLAT  
OVERVIEW REPORT**

FEBRUARY 21, 2022

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**TO:** POLK CITY COMMISSION

**FROM:** CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

**SUBJECT:** **Preliminary Subdivision Plat:**  
Preliminary Subdivision Plat for The Landings at Mt. Olive for 381 single family homes on approximately 132.14 acres located on the north side of Mt. Olive Road, east of SR 33, east of Golden Gate Boulevard in the Green Swamp Area of Critical State Concern (Parcel numbers: 25-27-06-000000-021020; 25-27-06-000000-021010; 25-27-06-000000-021030; 25-27-05-000000-043010; and 25-27-05-000000-043020).

**AGENDA DATES:**

- February 7, 2022, 6:30 PM: Planning Commission Meeting
- **February 21, 2022, 7:00 PM: City Commission Meeting**

**PLANNING COMMISSION ACTION:**

On Monday, February 7, 2022, the Polk City Planning Commission unanimously voted to approve the Preliminary Plat for the Landings at Mt. Olive.

**CITY COMMISSION:**

The Preliminary Subdivision Plat for The Landings at Mt. Olive is being provided to the City Commission as a discussion item. This is consistent with Polk City Land Development Code **Section 7.05.04 Preliminary Subdivision Plan**, "The Planning Commission shall review exhibits, staff reports and comments by reviewing agencies and individuals and shall "approve," "approve with conditions" or "disapprove" the Preliminary Subdivision Plat. **Approval of the Preliminary Plan shall be deemed an expression of approval of the subdivision layout, and nothing more, and shall be reported to the City Commission in the form of a discussion item for the agenda.**"

**ATTACHMENTS:**

Preliminary Subdivision Plat | Aerial Map | Future Land Use Map

**REQUEST:**

The applicant, Holston Properties and Development, is requesting Preliminary Subdivision Plat approval for The Landings at Mt. Olive.

**PROPERTY OVERVIEW:**

<b>Property Owner</b>	Holly Cove, Inc
<b>Applicant</b>	Holston Properties and Development
<b>Subject Property</b>	25-27-06-000000-021020; 25-27-06-000000-021010; 25-27-06-000000-021030; 25-27-05-000000-043010; and 25-27-05-000000-043020
<b>Acreage</b>	±132.14 acres
<b>Existing Future Land Use</b>	Residential Low - X in the Green Swamp Area of Critical State Concern
<b>Existing Zoning</b>	Planned Unit Development – Special Protection Area, Green Swamp Area of Critical State Concern

The Landings at Mt. Olive is located in the Green Swamp Area of Critical State Concern on the north side of Mt. Olive Road, south and east of Lake Margaret. The project includes the Parcel Numbers: 25-27-06-000000-021020; 25-27-06-000000-021010; 25-27-06-000000-021030; 25-27-05-000000-043010; and 25-27-05-000000-043020.

The Future Land Use of the project is Residential Low-X. The “X” indicates the project is located in the Green Swamp Area of Critical State Concern. The Zoning of the project is Planned Unit Development-X. The preliminary subdivision plat indicates there are 381 single family dwelling units proposed.

**STANDARDS FOR REVIEWING PRELIMINARY SUBDIVISION PLATS:**

The Planning Commission shall review exhibits, staff reports and comments by reviewing agencies and individuals and shall “approve,” “approve with conditions” or “disapprove” the Preliminary Subdivision Plat. Approval of the Preliminary Plan shall be deemed an expression of approval of the subdivision layout, and nothing more, and shall be reported to the City Commission in the form of a discussion item for the agenda.

**Polk City Land Development Code requirements are provided below. Text in “bold” indicates if the information is provided on the preliminary plat.**

***7.05.04 Preliminary Subdivision Plat***

The developer may present a preliminary subdivision plat at any time after receiving the comments of the Development Director, the Consulting City Engineer, fire official and other City staff in response to the submission of a concept plan. The preliminary plat shall demonstrate the manner in which the comments from the concept plan review, if conducted, have been incorporated into the plat.

The purpose of the Preliminary Subdivision Plat is to provide sufficient information regarding a proposed development to enable the City to evaluate the proposed subdivision as it relates to the Comprehensive Plan and the Unified Land Development Code.

**7.05.04.01 Submission of Preliminary Subdivision Plat**

- (A) *Submittal.* The Preliminary Subdivision Plat review shall be initiated when the following items have been submitted:
- (1) Completed application forms with all necessary attachments.
  - (2) The preliminary subdivision review fee, as established by resolution of the City Council.
  - (3) Four copies of the Preliminary Subdivision Plat, a survey and a topographic map.
- (B) *Required Information.* The Preliminary Subdivision Plat shall be drawn to a scale appropriate to displaying the proposal on a single sheet no larger than 36" x 60" and shall include the following. If a professional is used by the applicant to obtain any of the required information, the applicant shall provide written proof of his/her professional qualifications.
- (1) Name, address, and telephone number of the applicant and the person preparing the plan. **Provided on the Cover Page.**
  - (2) Title block identifying the name and/or title of the proposed subdivision. The name shall not duplicate or closely approximate the name of any other subdivision recorded in the Public Records of Polk County, Florida. **Provided on the Cover Page.**
  - (3) Date, north arrow, and scale. **Provided throughout the Plat pages.**
  - (4) Layout of proposed streets. **Provided throughout the Plat pages.**
  - (5) All existing restrictions on the use of the land, including easements, rights-of-way, jurisdictional wetlands areas, either assumed or confirmed. **Provided throughout the Plat pages.**
  - (6) Zoning classification. **Provided on the Cover Page.**
- (C) *Procedure.*
- (1) **Planning Commission Action:** At a properly advertised public hearing, the Planning Commission shall review exhibits, staff reports and comments by reviewing agencies and individuals and shall "approve," "approve with conditions" or "disapprove" the Preliminary Plat. Approval of the Preliminary Plat shall be deemed



an expression of approval of the subdivision layout, and nothing more, and shall be reported to the City Council in the form of a discussion item for the agenda.

- (2) No improvements shall be made in the subdivision, other than clearing, grubbing and preliminary grading, until the Preliminary Plat has been approved by the Planning Commission and detailed plans for construction of improvements have been approved by the City Manager. Approval of the preliminary plat authorizes the developer to prepare construction plans for public infrastructure improvements. After approval of the construction plans by the Consulting City Engineer, the developer may proceed with construction of the infrastructure improvements.
- (3) City Council Action: The City Council shall be informed of the impending subdivision by the Development Director placing the item on the Council's agenda for discussion and information purposes.

#### ***7.05.04.02 Term of Preliminary Subdivision Plat***

Preliminary Subdivision Plats shall remain valid for one year from the date of approval. Extensions for approval may be granted for a single period up to one year from the date the plan would otherwise expire. An extension may be granted if the Planning Commission concludes that the owners or successors of the preliminary subdivision plat have proceeded with due diligence and in good faith and the conditions have not changed substantially as to warrant a new application. All such requests for extensions shall be submitted in writing not less than 30 days before the expiration of the preliminary subdivision plat, stating the reason for the time extension request. Upon expiration of a preliminary subdivision plat, municipal services allocated thereto shall be forfeited.

Any amendment, variation or adjustment of a Preliminary Subdivision Plat shall require approval of an amended plat. The Development Director shall determine whether a proposed modification amounts to an amendment to the Preliminary Plat. The determination shall be based on, but not limited to the following: any substantial change to the plat, including increase in density, change in permitted uses, change in stormwater runoff characteristics, change in traffic patterns and trip generation, or other similar changes to the plat. The proposed amendment shall, after staff review be placed on the agenda for review and approved, approved with conditions, or disapproved.

**FINDINGS OF FACT:**

- The property has a Future Land Use (FLU) of Residential Low - X (located in the Green Swamp Area of Critical State Concern) which allows up to 4 du/ac.
- The property has an Existing Zoning of Planned Unit Development – Special Protection Area (located in the Green Swamp Area of Critical State Concern).
- The Landings at Mt. Olive consist of 381 lots on approximately 132.4 acres at a gross density of 2.88 du/ac.
- Typical lot sizes are 40 ft X 120 ft (4,800 sq. ft.) and 50 ft X 120 ft (6,000 sq. ft.)
- Consistent with Ordinance 2019-05, a 100’ setback for I-4 is shown.
- A 2,664 square foot clubhouse will be constructed in Phase 1.
- The development phasing schedule is provided below.

<b>Phasing Schedule</b>							
<b>Phase</b>	<b>Acres</b>	<b>Lot Numbers</b>	<b>Lot Width</b>	<b>Other Improvements</b>	<b>Open Space</b>	<b>Begin Construction</b>	<b>End Construction</b>
<b>Phase 1 (135 lots)</b>	<b>33.81</b>	<b>1-24 229-299 339-378</b>	<b>A total of 110 lots that are 40’ wide</b>	<b>Clubhouse/ Amenity Area</b>	<b>12.45 acres (36.8%)</b>	<b>March – May 2022</b>	<b>October – December 2022</b>
			<b>A total of 25 lots that are 50’ wide</b>	<b>Retention Ponds 1, 2, 4, 6, 7</b>			
				<b>Lift Station Tract #1</b>			
				<b>Left Turn Lane on Mt. Olive Rd</b>			
				<b>Right Turn Lane on Mt. Olive Rd</b>			
				<b>Mass Grade Pond 8 Area of Phase 3</b>			



<b>Phasing Schedule</b>							
<b>Phase</b>	<b>Acres</b>	<b>Lot Numbers</b>	<b>Lot Width</b>	<b>Other Improvements</b>	<b>Open Space</b>	<b>Begin Construction</b>	<b>End Construction</b>
<b>Phase 2 (111 Lots)</b>	<b>26.22</b>	<b>25-78 211-228 300-338</b>	<b>A total of 65 lots that are 40' wide</b>	<b>Retention Ponds 3, 5</b>		<b>November 2022 – January 2023</b>	<b><u>April – June 2023</u></b>
			<b>A total of 46 lots that are 50' wide</b>	<b>Expand water feature</b>			
				<b>Mass Grade Phase 3</b>			
				<b><u>Mass Grade water feature in Area 3</u></b>			
<b>Phase 3 (132 Lots)</b>	<b>40.06</b>	<b>79-210</b>	<b>A total of 76 lots that are 40' wide</b>	<b>Retention Ponds 8, 9</b>		<b>May – July 2023</b>	<b>December 2023 – February 2024</b>
			<b>A total of 56 lots that are 50' wide</b>	<b>Lift Station Tract #2</b>			

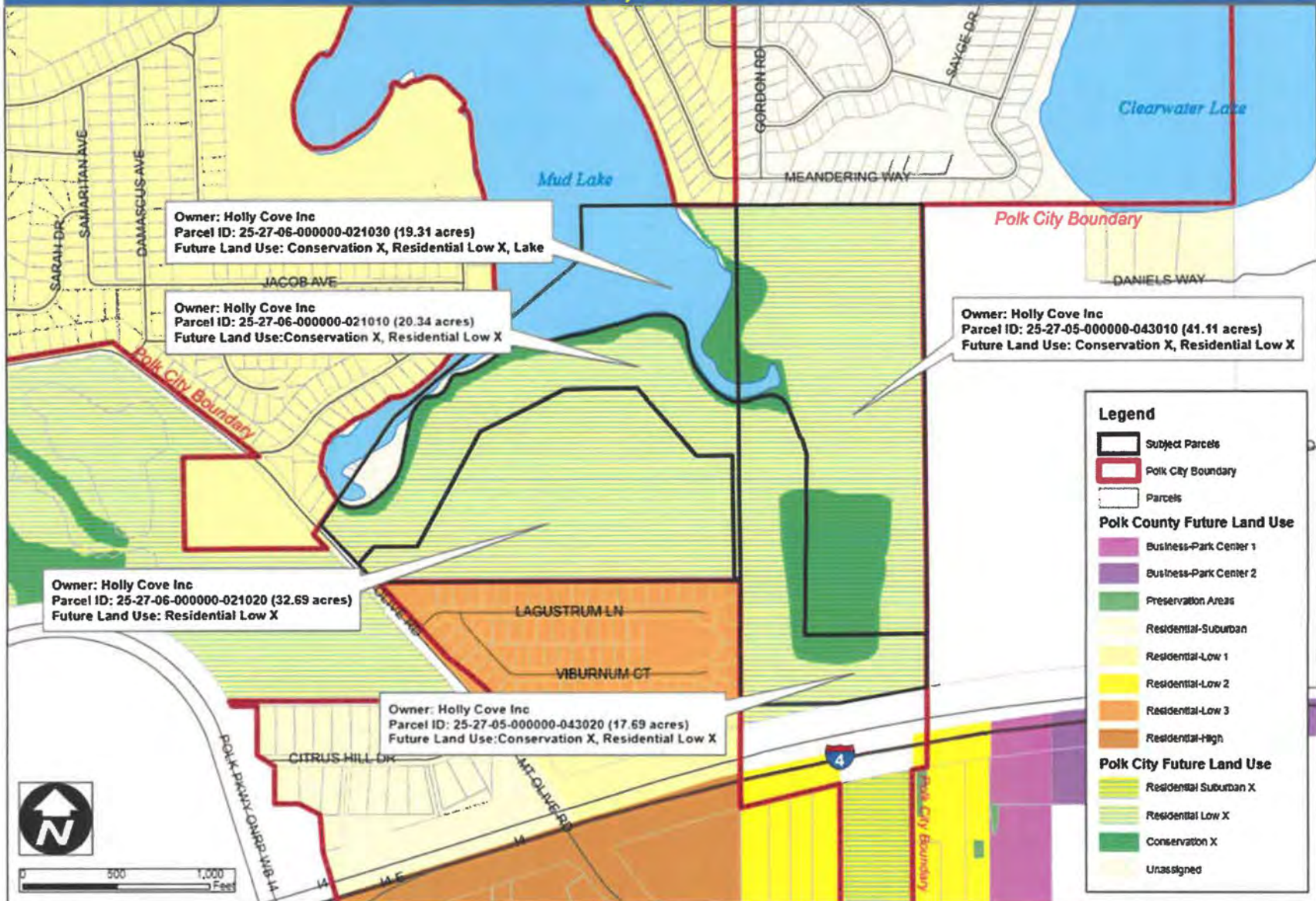
POLK CITY  
**AERIAL PHOTO MAP**  
 Holly Cove Inc



Source: Esri DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**POLK CITY  
FUTURE LAND USE MAP**  
Holly Cove Inc



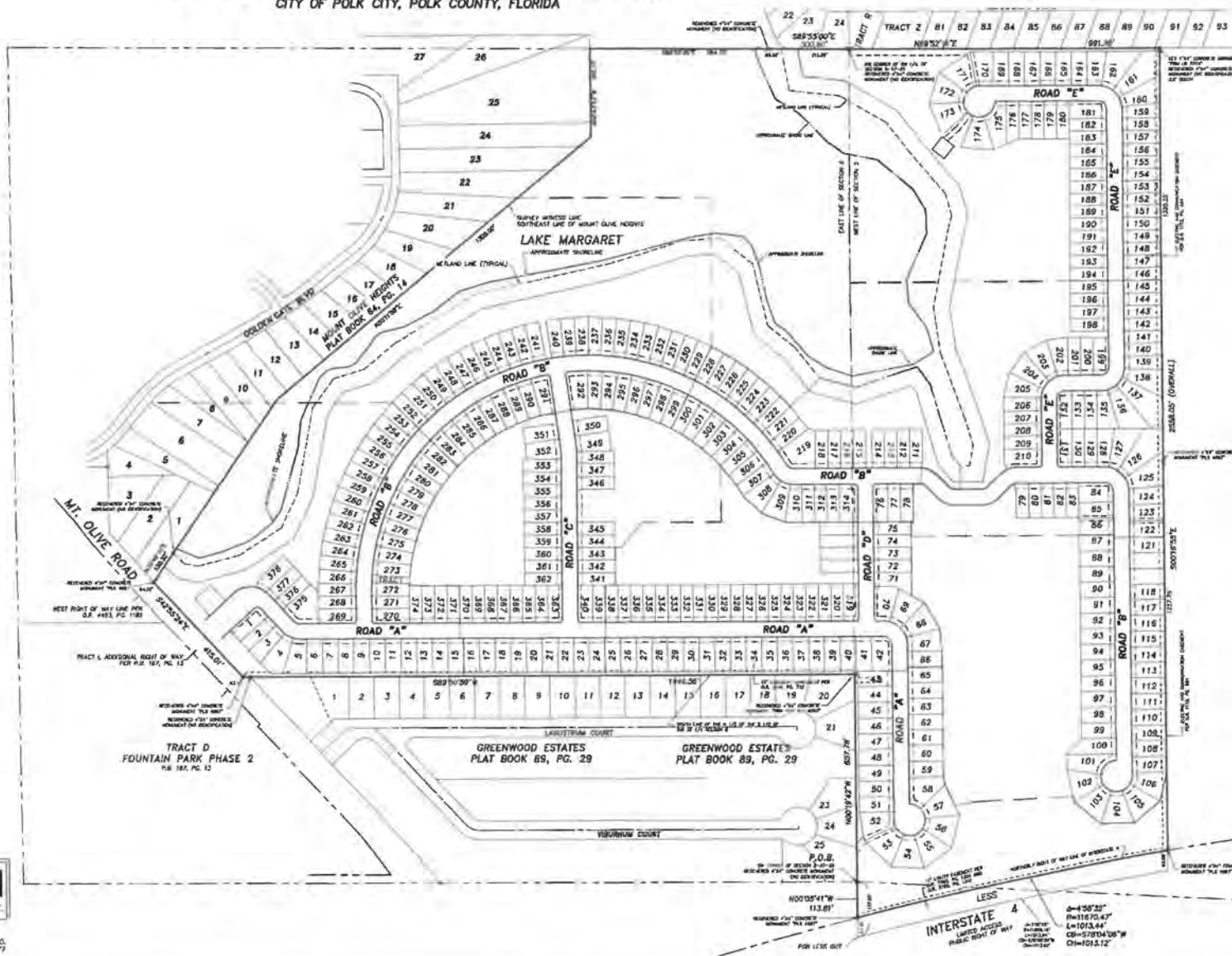


**LANDINGS AT MOUNT OLIVE**  
 SITUATED IN SECTIONS 5, 6 AND 8, TOWNSHIP 27 SOUTH, RANGE 25 EAST,  
 CITY OF POLK CITY, POLK COUNTY, FLORIDA

SHEET 2 OF 12

PLAT BOOK

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CERTIFICATE OF AUTHORIZATION LB 7874  
 351 N. TUGGS STREET PHONE NO. 407.303.8877  
 SUITE 106 OAKLAND, FL 34760

INTERSTATE 4  
 LIMITED ACCESS  
 PUBLIC RIGHT OF WAY  
 LESS  
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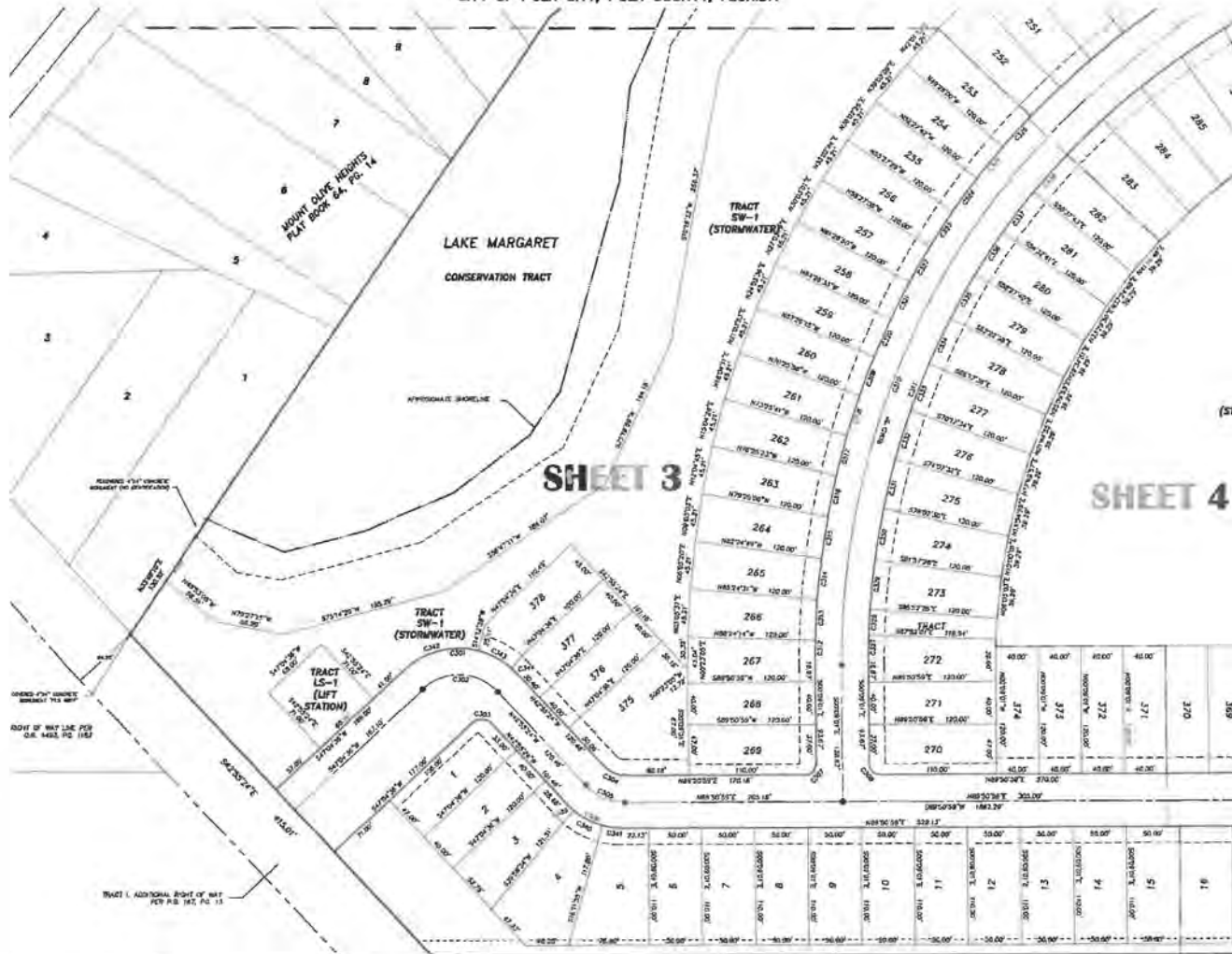


**LANDINGS AT MOUNT OLIVE**  
 SITUATED IN SECTIONS 5, 6 AND 8, TOWNSHIP 27 SOUTH, RANGE 25 EAST,  
 CITY OF POLK CITY, POLK COUNTY, FLORIDA

SHEET 3 OF 12

PLAT  
BOOK

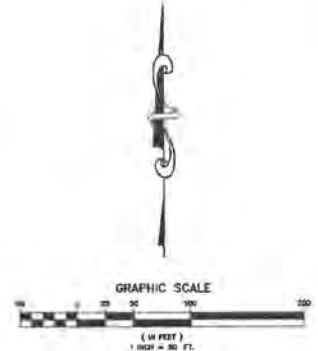
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**BISHMAN**  
 Surveying & Mapping, Inc.  
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 301 N. RUGG STREET  
 SUITE 100  
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 PHONE NO.  
 407.905.8877

GREENWOOD ESTATES  
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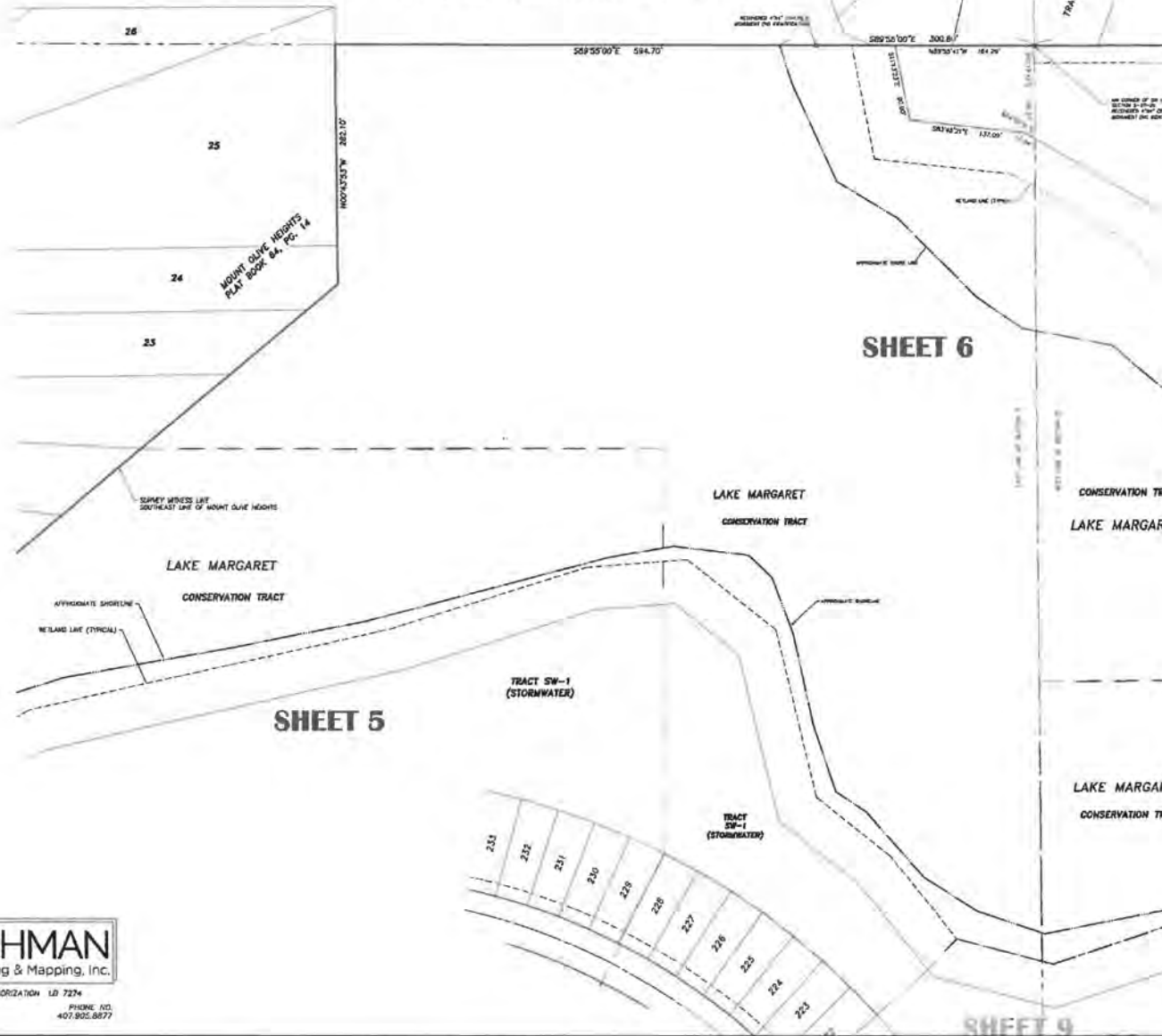


**LANDINGS AT MOUNT OLIVE**  
 SITUATED IN SECTIONS 5, 6 AND 8, TOWNSHIP 27 SOUTH, RANGE 25 EAST,  
 CITY OF POLK CITY, POLK COUNTY, FLORIDA

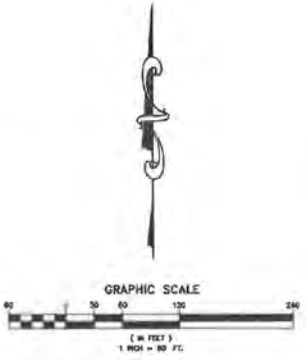
SHEET 6 OF 12

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BOOK

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CERTIFICATE OF AUTHORIZATION LD 7274  
 351 N. RUBB STREET PHONE NO. 407.905.8877  
 SUITE 108  
 OAKLAND, FL 34760



**LANDINGS AT MOUNT OLIVE**  
SITUATED IN SECTIONS 5, 6 AND 8, TOWNSHIP 27 SOUTH, RANGE 25 EAST,  
CITY OF POLK CITY, POLK COUNTY, FLORIDA

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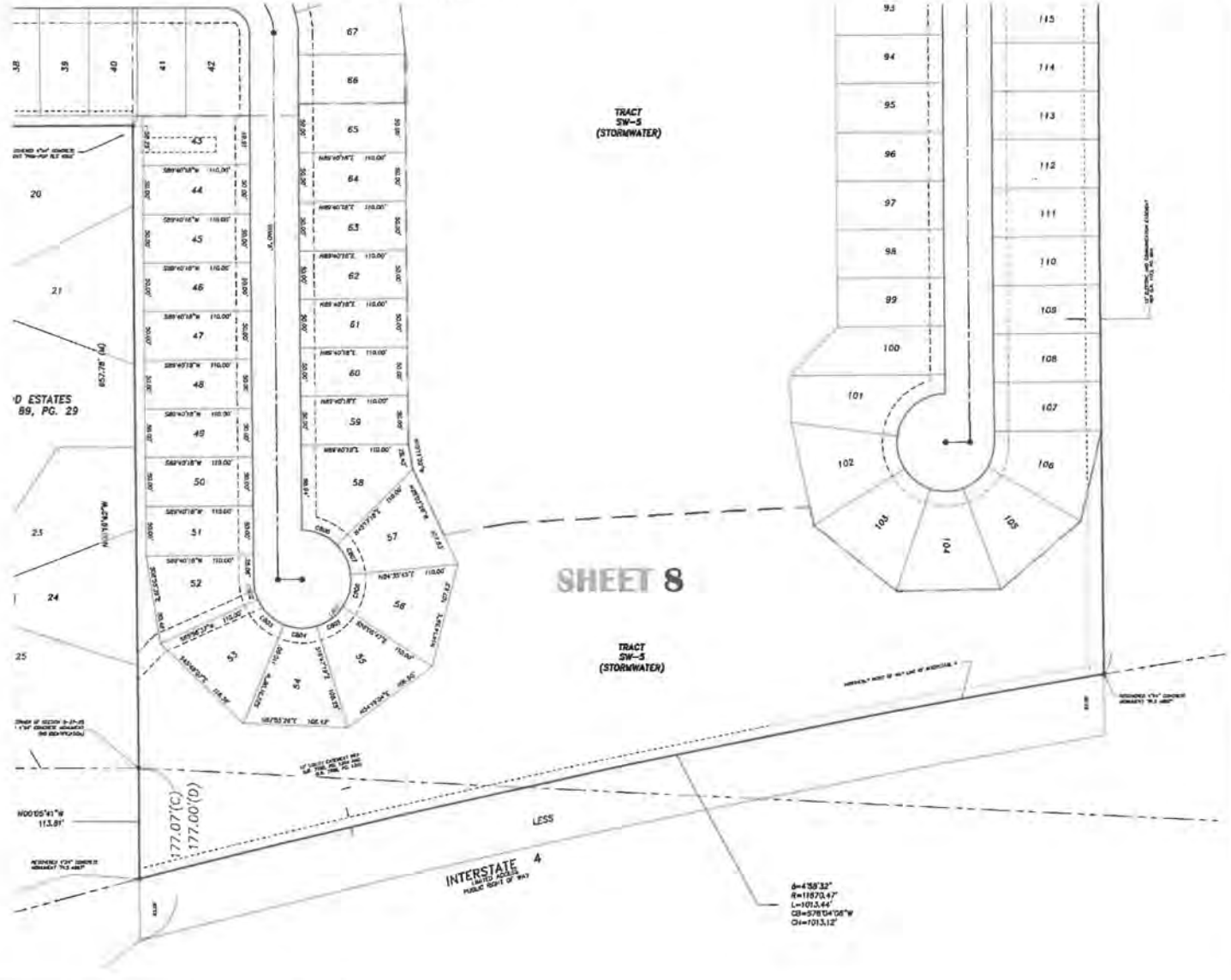
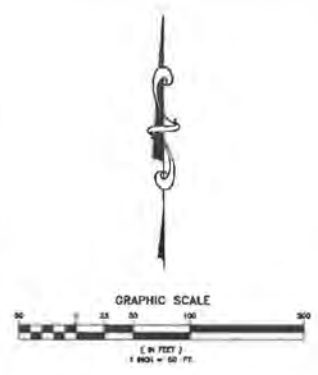
CERTIFICATE OF AUTHORIZATION LB 7274  
351 N. RUBEN STREET PHONE NO. 407-565-0877  
SUITE 108  
OAKLAND, FL 34760

**LANDINGS AT MOUNT OLIVE**  
 SITUATED IN SECTIONS 5, 6 AND 8, TOWNSHIP 27 SOUTH, RANGE 25 EAST,  
 CITY OF POLK CITY, POLK COUNTY, FLORIDA

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08/11/07	005	...	...	...	...
08/11/07	006	...	...	...	...
08/11/07	007	...	...	...	...
08/11/07	008	...	...	...	...



**BISHMAN**  
 Surveying & Mapping, Inc.

CERTIFICATE OF AUTHORIZATION LB 7274  
 301 W. TUBBS STREET PHONE NO. 407.505.6877  
 SUITE 108  
 DAVENPORT, FL 31760

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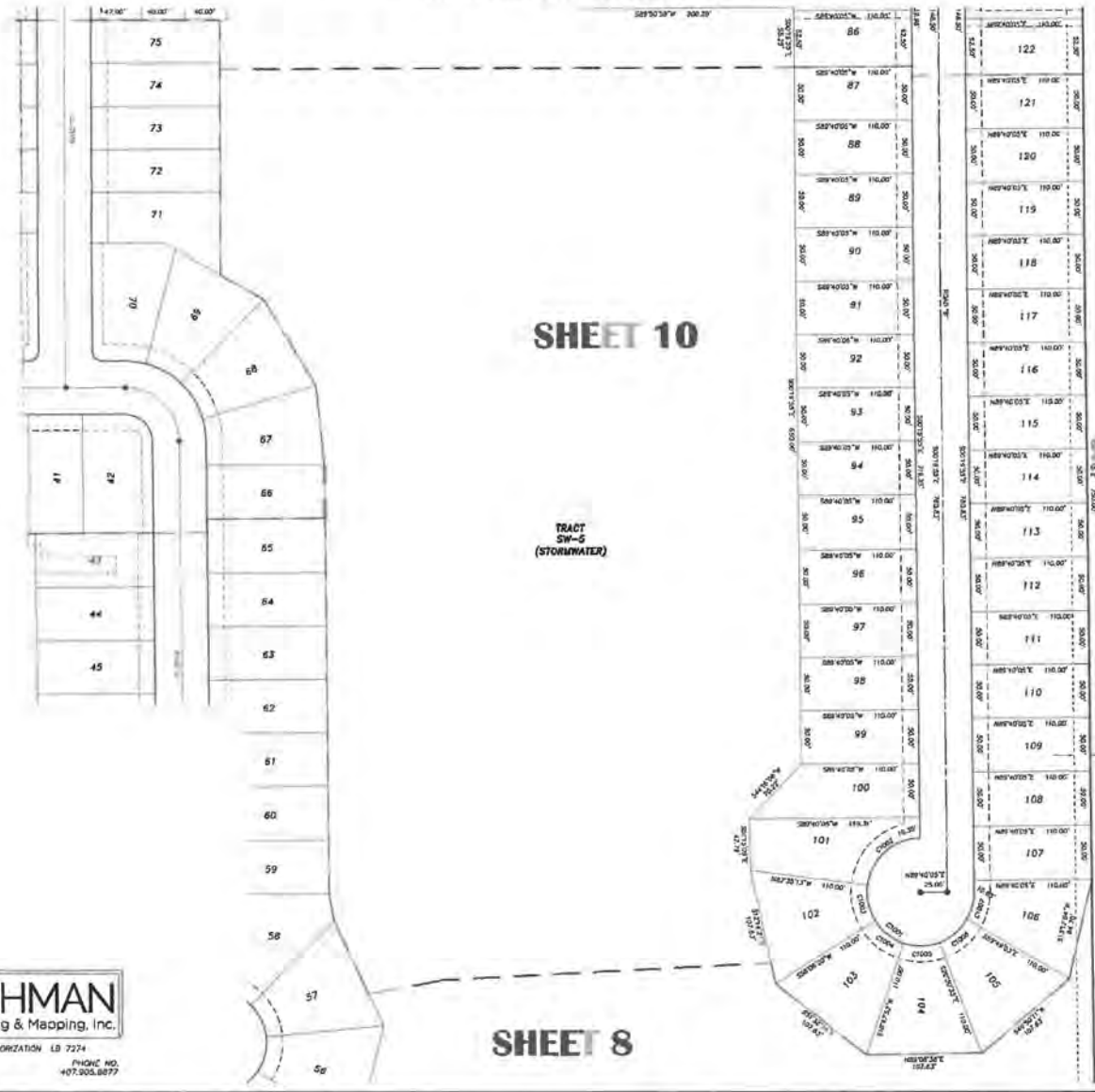


**LANDINGS AT MOUNT OLIVE**  
 SITUATED IN SECTIONS 5, 6 AND 8, TOWNSHIP 27 SOUTH, RANGE 25 EAST,  
 CITY OF POLK CITY, POLK COUNTY, FLORIDA

SHEET 10 OF 12

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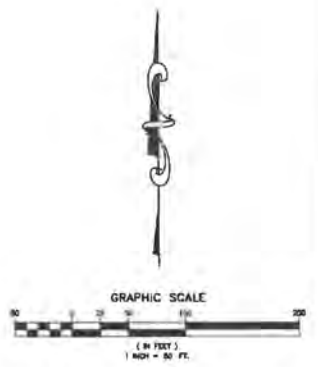
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**SHEET 10**

**SHEET 8**

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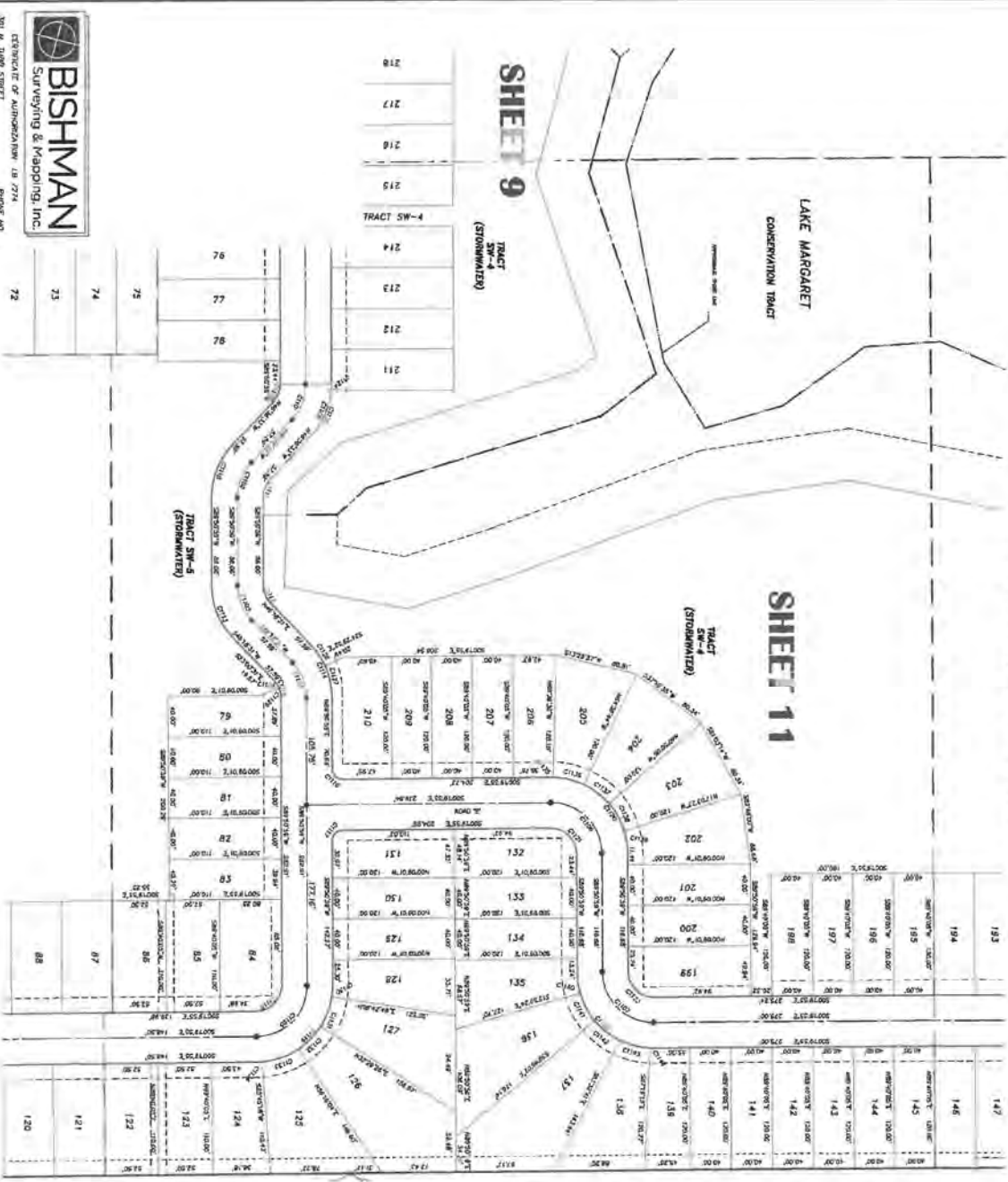
**BISHMAN**  
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LANDINGS AT MOUNT OLIVE  
 SITUATED IN SECTIONS 5, 6 AND 8, TOWNSHIP 27 SOUTH, RANGE 25 EAST,  
 CITY OF POLK COUNTY, POLK COUNTY, FLORIDA

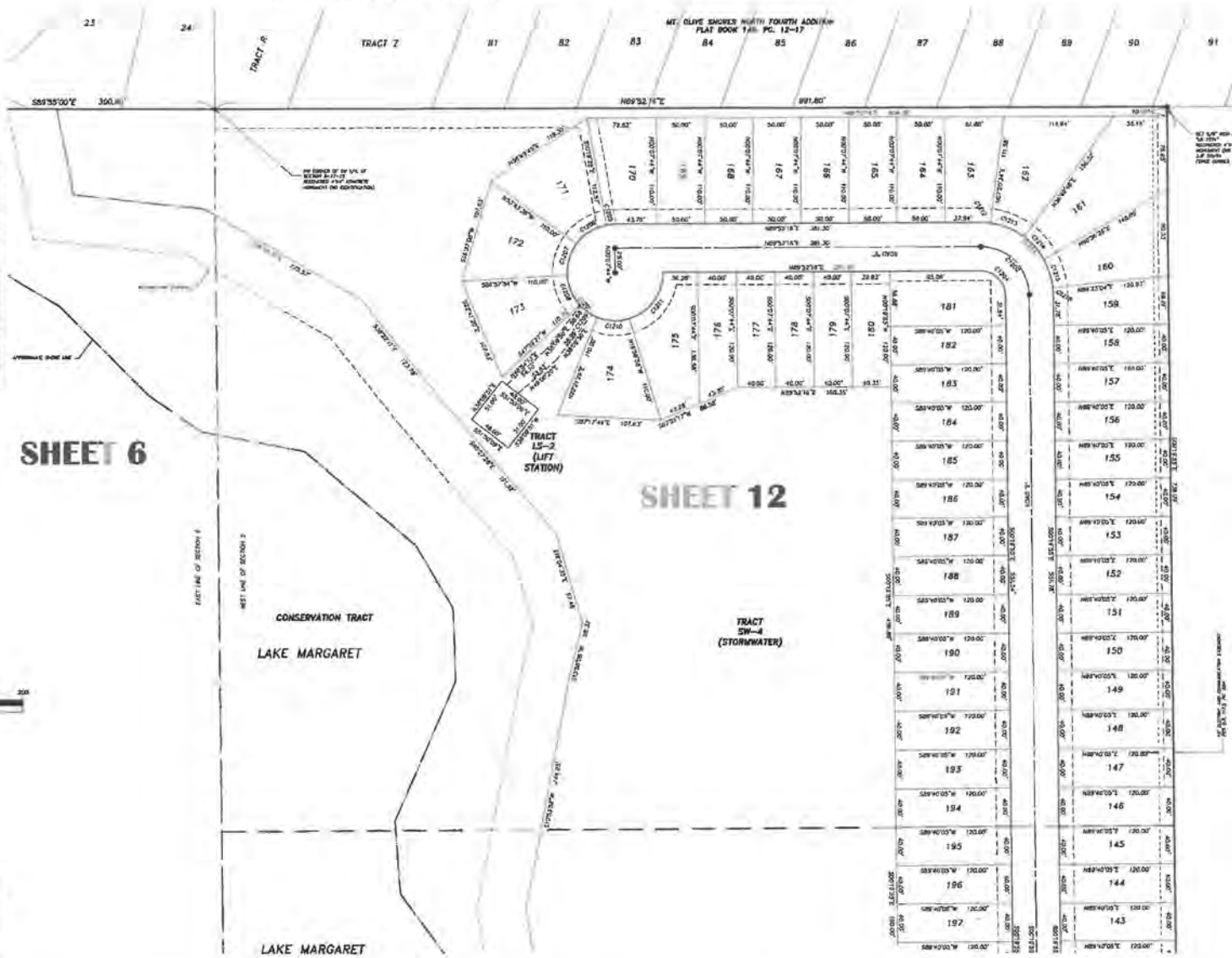
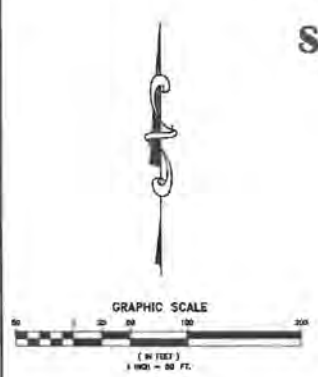
SHEET 11 OF 12

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**LANDINGS AT MOUNT OLIVE**  
 SITUATED IN SECTIONS 5, 6 AND 8, TOWNSHIP 27 SOUTH, RANGE 25 EAST,  
 CITY OF POLK CITY, POLK COUNTY, FLORIDA

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C1232	80°37'40"	50.00	19.72	S45°12'30"W
C1233	80°25'20"	50.00	19.24	S45°12'20"W
C1234	80°13'00"	50.00	18.76	S45°12'10"W
C1235	80°00'40"	50.00	18.28	S45°12'00"W
C1236	79°48'20"	50.00	17.80	S45°11'50"W
C1237	79°36'00"	50.00	17.32	S45°11'40"W
C1238	79°23'40"	50.00	16.84	S45°11'30"W
C1239	79°11'20"	50.00	16.36	S45°11'20"W
C1240	78°59'00"	50.00	15.88	S45°11'10"W
C1241	78°46'40"	50.00	15.40	S45°11'00"W
C1242	78°34'20"	50.00	14.92	S45°10'50"W
C1243	78°22'00"	50.00	14.44	S45°10'40"W
C1244	78°09'40"	50.00	13.96	S45°10'30"W
C1245	77°57'20"	50.00	13.48	S45°10'20"W
C1246	77°45'00"	50.00	13.00	S45°10'10"W
C1247	77°32'40"	50.00	12.52	S45°10'00"W
C1248	77°20'20"	50.00	12.04	S45°09'50"W
C1249	77°08'00"	50.00	11.56	S45°09'40"W
C1250	76°55'40"	50.00	11.08	S45°09'30"W
C1251	76°43'20"	50.00	10.60	S45°09'20"W
C1252	76°31'00"	50.00	10.12	S45°09'10"W
C1253	76°18'40"	50.00	9.64	S45°09'00"W
C1254	76°06'20"	50.00	9.16	S45°08'50"W
C1255	75°54'00"	50.00	8.68	S45°08'40"W
C1256	75°41'40"	50.00	8.20	S45°08'30"W
C1257	75°29'20"	50.00	7.72	S45°08'20"W
C1258	75°17'00"	50.00	7.24	S45°08'10"W
C1259	75°04'40"	50.00	6.76	S45°08'00"W
C1260	74°52'20"	50.00	6.28	S45°07'50"W
C1261	74°40'00"	50.00	5.80	S45°07'40"W
C1262	74°27'40"	50.00	5.32	S45°07'30"W
C1263	74°15'20"	50.00	4.84	S45°07'20"W
C1264	74°03'00"	50.00	4.36	S45°07'10"W
C1265	73°50'40"	50.00	3.88	S45°07'00"W
C1266	73°38'20"	50.00	3.40	S45°06'50"W
C1267	73°26'00"	50.00	2.92	S45°06'40"W
C1268	73°13'40"	50.00	2.44	S45°06'30"W
C1269	73°01'20"	50.00	1.96	S45°06'20"W
C1270	72°49'00"	50.00	1.48	S45°06'10"W
C1271	72°36'40"	50.00	1.00	S45°06'00"W
C1272	72°24'20"	50.00	0.52	S45°05'50"W
C1273	72°12'00"	50.00	0.04	S45°05'40"W
C1274	72°00'00"	50.00	0.00	S45°05'30"W



**BISHMAN**  
 Surveying & Mapping, Inc.  
 CERTIFICATE OF AUTHORIZATION LB 7274  
 301 AL EBEL STREET SUITE 105 GANLAND, FL 34760 PHONE NO. 407.569.9577

**City Commission Meeting  
February 21, 2022**

**CITY ATTORNEY ITEM: Peace River Project Interlocal Water Plant Consent Agreement**

INFORMATION ONLY  
 ACTION REQUESTED

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**ISSUE:** N/A

**ATTACHMENTS:**

Peace River Project Interlocal Water Plant Consent Agreement

**ANALYSIS:**

City Attorney Cloud will provide a thorough explanation on the Peace River Interlocal Agreement and address any questions or concerns from the City Commission or the Public.

**STAFF RECOMMENDATION:**

Approval of the Peace River Project Interlocal Water Plant Consent Agreement



# PEACE RIVER PROJECT INTERLOCAL WATER PLANT CONSENT AGREEMENT

THIS PEACE RIVER PROJECT INTERLOCAL WATER PLANT CONSENT AGREEMENT (the "Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative ("Cooperative"), whose address is 330 W. Church Street, Bartow, FL 33830, 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 County, 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 "Charter Interlocal Agreement.")
2. The purpose of the Charter 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 Charter Interlocal Agreement and by law.
3. In its Preamble, the Charter 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 Charter 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 Charter 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 Charter 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 Charter Interlocal Agreement.

8. The Peace River/Land Use Transmission Project (hereafter "Peace River Project") is one of the Combined Projects identified in the Combined Projects Implementation Agreement.

9. Portions of the Peace River Project may 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 I, 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, construction and operation of the Peace River Project in its exclusive Utility Service Area, the Parties agree to the terms and conditions set forth in this Agreement.

12. The purpose of this Agreement is to protect the City of Fort Meade's rights with regards to the permitting, construction operation of the Peace River Project and to provide Fort Meade's consent to the permitting, construction and operation 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 Agreement, as may be amended or restated from time to time.

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

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

**1.4 “Cooperative”** shall have the same meaning as in the Charter Interlocal Agreement. Pursuant to and in accordance with the Charter 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 Agreement, the Cooperative acts through the Project Board for the Combined Projects Implementation Agreement.

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

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

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

**1.8 “Project Board”** shall have the same meaning as in the Charter Interlocal Agreement. The Project Board for the Peace River Project will consist of



Directors and/or alternates appointed by the Project Participants 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. While the Parties to this Agreement have not yet decided to implement the Peace River Project, the terms and conditions of this Agreement shall govern over conflicting terms and conditions of the Combined Project Implementation Agreement with regards to the Peace River Project. 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.

**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 Cooperative acting through the Project Board to apply for and obtain all required Project Permits for the Peace River Project and, to design, construct, maintain and operate the Peace River Project (hereafter "City Consent") subject to the following terms and conditions:

**6.1** The Parties hereby covenant and agree that they shall take no action or fail to take an action that will result in the loss or reduction of the City of Fort Meade's permitted water use allocation of 759,500 gallons per day, annual average, 1,169,600 gallons per day, peak month and 759,500 gallons per day, drought annual average (hereinafter "Fort Meade Permitted Allocation") authorized by Water Use Permit No. 20 000645.008 dated April 10, 2014 (hereafter "Fort Meade Water Use Permit").

**6.2.** The Parties shall not interfere with Fort Meade Water Use Permit or existing water, wastewater, or reclaimed water facilities of Fort Meade, except as may otherwise be consented to in writing by Fort Meade under this Agreement or some other contract.

**6.3** The Parties shall not 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 by the Peace Project in any application for a Project Permit, including but not limited to the water



use permit/allocation applicable to the Peace River Project, 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 shall have an affirmative duty to seek to include a condition that specifies that the said permitted water use is not and does not and will not be used as substitute for the Fort Meade Permitted Allocation.

**6.5** The Parties shall cooperate with each other and no Party to this Agreement shall interfere with the ability of the Cooperative acting through the Project Board 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 shall purposefully submit information to a regulatory agency that conflicts with information submitted by the Cooperative acting through the Project Board in support of any application for a Project Permit for the Peace River Project, unless the Project Permit directly threatens an existing legal right of a Peace River Project Participant to use the water resources of the state, in existence prior to the date of the Project Permit.

**6.7** No Party to this Agreement shall legally challenge or support any legal challenge against any proposed or final agency action or any legal instrument with regard to the Peace River Project Permit sought by the Cooperative acting through the Project Board, unless the proposed Project Permit directly threatens an existing legal right of a Peace River 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 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 District reduce or terminate the Fort Meade Permitted Allocation as the proximate result of the permitting, construction or operation of the Peace River Project, after the conclusion of all legal proceedings, including but not limited to exhaustion of all reasonable and ethically justifiable appeals, then the Parties shall be responsible for the costs of replacing any such reduced or terminated Fort Meade Permitted Allocation from one of the Alternative Water Supply Projects implemented by the Cooperative.

**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, Parties other than the Cooperative are not jointly or severally liable for any torts attributable to the Cooperative and only the Cooperative shall be liable for torts attributable to it or for the torts of its officers, agents, attorneys or employees under this Agreement, and then only to the extent of the waiver of sovereign immunity or limitation specified in Section 768.28, Florida Statutes, regardless of whether such claims are grounded in contract, statute, tort, negligence, product liability, strict liability, or otherwise. Finally, the Cooperative agrees to indemnify and hold the other Parties 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 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 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 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.

**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 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 copies, 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 hereto 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 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 as of the Effective Date:

CITY COMMISSION OF THE  
CITY OF AUBURNDALE, FLORIDA

By: \_\_\_\_\_  
Timothy J. Pospichal, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Shirley Lowrance, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Fredrick J. Murphy, Jr., City Attorney



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

CITY COMMISSION OF THE  
CITY OF BARTOW, FLORIDA

By: \_\_\_\_\_  
Scott Sjoblom Coler, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Jacqueline Poole, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Sean Parker, City Attorney

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

CITY COMMISSION OF THE  
CITY OF DAVENPORT, FLORIDA

By: \_\_\_\_\_  
H. B. Robinson, III, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Rachel Castillo, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

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

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

CITY COMMISSION OF THE  
CITY OF EAGLE LAKE, FLORIDA

By: \_\_\_\_\_  
Cory Coler, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Dawn Wright, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Jeffrey Dawson, City Attorney

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

CITY COMMISSION OF THE  
CITY OF FORT MEADE, FLORIDA

By: \_\_\_\_\_  
Samuel Berrien, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Melissa Cannon, Deputy City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

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

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

CITY COMMISSION OF THE  
CITY OF FROSTPROOF, FLORIDA

By: \_\_\_\_\_  
Jon Albert, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Audrey Figel, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Albert C. Galloway, Jr., City Attorney



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

CITY COMMISSION OF THE  
CITY OF HAINES CITY, FLORIDA

By: \_\_\_\_\_  
Morris L. West, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Erica Anderson, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Frederick J. Reilly, City Attorney

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

CITY COMMISSION OF THE  
CITY OF LAKE ALFRED, FLORIDA

By: \_\_\_\_\_  
Nancy Z. Daley, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Linda Bourgeois, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Frederick J. Murphy, City Attorney

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

CITY COMMISSION OF THE  
CITY OF LAKE WALES, FLORIDA

By: \_\_\_\_\_  
Eugene L. Fultz, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Jennifer Nanek, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Albert C. Galloway, Jr., City Attorney

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

CITY COMMISSION OF THE  
CITY OF LAKELAND, FLORIDA

By: \_\_\_\_\_  
William "Bill" Mutz, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Palmer Davis, City Attorney

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

CITY COMMISSION OF THE  
CITY OF MULBERRY, FLORIDA

By: \_\_\_\_\_  
George H. Hatch, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sharon Lauther, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Frederick J. Murphy, City Attorney



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

POLK CITY, FLORIDA, a Florida Municipal Corporation

By: \_\_\_\_\_  
Joseph LaCascia, Mayor

Date: \_\_\_\_\_

ATTEST:

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

**APPROVED AS TO FORM & LEGALITY:**

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

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

CITY COMMISSION OF THE  
CITY OF WINTER HAVEN, FLORIDA

By: \_\_\_\_\_  
Bradley T. Dantzler, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Vanessa Castillo, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Frederick J. Murphy, City Attorney

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

TOWN COMMISSION OF THE  
TOWN OF DUNDEE, FLORIDA

By: \_\_\_\_\_  
Samuel Pennant, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Jenn Garcia, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Frederick J. Murphy, Town Attorney

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

TOWN COMMISSION OF THE  
TOWN OF LAKE HAMILTON, FLORIDA

By: \_\_\_\_\_  
Michael Kehoe, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Brittney Sandovalsoto, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Jeffrey Dawson, Town Attorney

IN WITNESS WHEREOF, the undersigned has caused this 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



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

POLK REGIONAL WATER COOPERATIVE

By: \_\_\_\_\_  
George Lindsey, Vice-Chair

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
William "Bill" Mutz, Secretary/Treasurer

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Edward P. de la Parte, Jr., Legal Counsel