

## POLK CITY

### City Commission Meeting

November 19, 2024

Polk City Government Center  
123 Broadway Blvd., SE

6:00 pm

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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 City Manager Sheandolen Dunn

**ESTABLISHMENT OF A QUORUM**

**APPROVE CONSENT AGENDA**

**PRESENTATIONS AND RECOGNITIONS**

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

### AGENDA

1. Grand Marshal – New person(s) selection
2. GameTime Playground Equipment Presentation
3. Potable Water Intra-System Interconnect Improvements
  - a. Contract with Odom Contracting
  - b. Polk City Purchase of parts and supplies from Empire Pipe
4. Cardinal Hill WWTF Plan Proposal – Stantec
5. Request for Proposal of an Independent Auditor

### CITY MANAGER ITEMS

### CITY ATTORNEY ITEMS

### COMMISSIONER ITEMS

Vice Mayor Charles Nichols  
Commissioner Micheal T. Blethen  
Commissioner Rick Wilson  
Commissioner Michelle Pettit  
Mayor Joe LaCascia

### ANNOUNCEMENTS

### ADJOURNMENT

**CONSENT AGENDA**  
**November 19, 2024**

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. October 15, 2024 – Regular City Commission Meeting
2. October 15, 2024 – Budget Hearing – Second and Final Reading

**B. REPORTS**

1. Building Permits Report – September/October 2024
2. Code Enforcement Report – October 2024
3. Financial Report – October 2024
4. Library Report – October 2024
5. Polk Sheriff's Report – October 2024
6. Public Works/Utilities Report – October 2024
7. Utility Billing Report – October 2024

**C. OTHER**

1. CFRPC PAS Agreement for FY 2024-2025

**City Commission Meeting  
November 19, 2024**

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

1. October 15, 2024 – Regular City Commission Meeting
2. October 15, 2024 – Budget Hearing – Second and Final Reading

     INFORMATION ONLY  
  X   ACTION REQUESTED

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

**ATTACHMENT:**

1. October 15, 2024 – Regular City Commission Meeting
2. October 15, 2024 – Budget Hearing – Second and Final Reading

**ANALYSIS:** N/A

**STAFF RECOMMENDATION:**      Approval of Minutes

## CITY COMMISSION MINUTES

### BUDGET HEARING

October 15, 2024

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Mayor LaCascia reconvened the meeting at 6:00 p.m.

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

**Present:** Mayor Joe LaCascia, Commissioner Charles Nichols, Commissioner Micheal T. Blethen, Commissioner Michelle Pettit, Commissioner Rick Wilson, Attorney Kristie Hatcher-Bolin (Sub for City Attorney Thomas Cloud) and City Manager Jackson

**Absent:** City Attorney Thomas Cloud

### ORDER OF BUSINESS

#### **PUBLIC HEARINGS**

**ORDINANCE 2024-06 - AN ORDINANCE OF POLK CITY OF POLK COUNTY, FLORIDA, ADOPTING THE (TENTATIVE/FINAL) LEVYING OF AD VALOREM TAXES FOR POLK CITY FOR FISCAL YEAR 2024-2025 AND PROVIDING AN EFFECTIVE DATE. **Second and Final Reading.****

City Manager Jackson stated based on discussions with the Commission during the Budget Workshops on Saturday, August 17, 2024; she has prepared an Ordinance reflecting a 5.25 Millage Rate.

City Attorney Hatcher-Bolin read Ordinance 2024-06 by title only.

City Manager Jackson advised that Polk City's certified value is \$252,619,657. The FY 2024-2025 operating Millage Rate for Polk City is 5.25000 mills. The Rollback Rate computed for Polk City for FY 2024-2025 is 5.1234 mills; therefore, the percentage by which the above specified final Millage Rate to be levied by Polk City is 2.47 percent of the Rollback Rate.

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

**Motion by Vice Mayor Nichols** to approve Ordinance 2024-06 on Second and Final Reading reflecting a 5.25 millage rate; this motion was seconded by Commissioner Pettit.

No discussion from the Commission or Public.

**Roll Call Vote:** Mayor LaCascia – aye, Commissioner Blethen – aye, Commissioner Pettit – aye

**Motion carried unanimously.**

**ORDINANCE 2024-07 - AN ORDINANCE OF POLK CITY OF POLK COUNTY, FLORIDA, ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025, PROVIDING FOR THE EXPENDITURE OF FUNDS IN ACCORDANCE WITH THIS BUDGET; PROVIDING FOR AN EFFECTIVE DATE. **Second and Final Reading****

City Attorney Hatcher-Bolin read Ordinance 2024-07 by title only.

City Manager Jackson advised the total budget for FY 2024-2025 is \$9,599,687. Various revenues accruing to Polk City and set aside for the purpose of paying expenses and maintaining the Government of Polk City for FY 2024-2025.

Mayor LaCascia opened the Public Hearing.

Vice Mayor Nichols stated as he had discussed with City Manager Jackson previously to amend the budget to reflect a 5% COLA instead of the 4%.

Lengthy discussion ensued regarding a salary survey and the long-term effects if given a 5% COLA increase versus a 4%.

Mayor LaCascia closed the Public Hearing.

**Motion by Vice Mayor Nichols** to approve Ordinance 2024-07 on Second and Final Reading reflecting a 5% COLA increase; this motion was seconded by Commissioner Pettit.

**Roll Call Vote:** Commissioner Nichols – aye, Commissioner Pettit-aye, Commissioner Blethen - nay, Commissioner Wilson – aye, Mayor LaCascia - nay

**Motion carried 3/2.**

Meeting adjourned at 6:20 p.m.

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Patricia R Jackson, City Manager

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Joe LaCascia, Mayor

**CITY COMMISSION MINUTES**  
October 15, 2024

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Mayor LaCascia called the meeting to order at 6:22 pm.

Sheandolen Dunn, gave the invocation.

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

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

**Present:** Mayor Joe LaCascia, Commissioner Charles Nichols, Commissioner Micheal T. Blethen, Commissioner Rick Wilson, Commissioner Michelle Pettit, Attorney Kristie Hatcher-Bolin (Sub for City Attorney Thomas Cloud) and City Manager Patricia Jackson

**Absent:** City Attorney Thomas Cloud

**APPROVE CONSENT AGENDA**

**Motion by Commissioner Wilson** to approve the August 13, 2024 Regular City Commission Meeting, Department Reports, and other items on the Consent Agenda; this motion was seconded by Commissioner Pettit.

**Motion carried unanimously by Voice Vote.**

**PUBLIC COMMENT** - None

**ORDER OF BUSINESS**

**PRWC Conservation Project Agreement**

The Conservation Project Agreement provides for the PRWC (the “Cooperative”) to act as the representative of its Members Governments with regard to the implementation of Conservation Projects pursuant to the Interlocal Agreement.

The Cooperative has developed an initial scope of work for the Conservation Program which describes the initial scope of the Conservation Program and which may be modified from time to time.

The Conservation Program cost shall be limited annually to a maximum aggregate budget amount of \$150,000 from all sources, and the Program cost will be split each year between Member Governments and other funding sources with Member Governments obligated to pay no more than fifty percent (50%) of the same up to a maximum annual collective amount of \$75,000 (the “Members” Cost).

Mayor LaCascia provided a brief history on the PRWC and how we have come to this point today.

City Manager Jackson stated Polk County previously ran the conservation through the cities, but now done through the PRWC.

**Motion by Vice Mayor Nichols** to approve the PRWC Conservation Project Agreement; this motion was seconded by Commissioner Blethen.

**Motion carried unanimously.**

**Mt. Olive Road Force Main Extension**

City Manager Jackson and Vaughn Leer (Engineer with Chastain-Skillman) discussed the City Commission approved a force main on Mount Olive Road for The Landings at Mount Olive and, also agreed to upsize the line for any future connections.

There were two bids received, and the Award Recommendation is attached. The apparent low bid is Cathcart Construction Company in the amount of \$2,603,624 (There was a mathematical error that did not affect their bid price).

The project was to be paid by the following:

- ARPA money, which was approved by the Commission (\$565,896)
- Sewer Impact Fees (\$473,725.04)
- Investments Sewer Impact (\$1,820,279.97)

It was anticipated to use the Sewer Impact Fees that were invested as well. There is enough money to use ARPA money and Sewer Impact Fees, which include the investments, without having to borrow any money. This will also leave \$246,177 in the Sewer Impact Fees and we will be collecting Sewer Impact Fees from The Landings at Mount Olive for approximately 383 homes, which would be approximately \$1,690,945.

It is the staff's recommendation to approve the low bid of \$2,603,624 to Cathcart Construction Company, and to fund this project with Sewer Impact Fees, as that is what pays for the growth of the sewer system.

The City Commission provided consensus for City Manager Jackson to sign the agreement.

**Motion by Commissioner Blethen** to approve the Mt. Olive Force Main Extension project to be completed by Cathcart Construction; this motion was seconded by Commissioner Nichols.

**Motion carried unanimously by Voice Vote.**

**Voyles Loop Lift Station Bid**

City Manager Jackson and Craig Fuller (CivilSurv) discussed a phone conference held with DEP regarding Cardinal Hill Project. During this phone conference, DEP stated they are not amenable to granting an extension for the In-Kind Project. If the approved project cannot be completed by the deadline of January 22, 2025, then the assessed civil penalty of \$17,000 shall be paid to DEP by that same date. If the current approved In-Kind

Project is no longer viable, Polk City must submit a new proposed In-Kind Project for DEP's approval that can be completed by January 22, 2025.

The Voyles Loop Lift Station is the In-kind Project that the City Commission selected and DEP approved, regarding the Consent Order, which comes with a deadline of January 22, 2025.

There was one bid received from Hinterland Group in the amount of \$394,760. The bid came in \$150,000 higher than the Engineer's estimated budget of \$210,000 to \$250,000. The Engineer recommends rebidding Voyles Loop Rehab as the difference in price is significantly greater (\$150k) than the penalty (\$17k). Even if a rebid came in at \$300k - \$350k, that would be a large savings. Additionally, with time being what it is, this presents a challenge to order and receive items as quickly as needed for any decent-sized project. Attorney Cloud concurs with the Engineer.

City Attorney Cloud spoke with each City Commissioner prior to this meeting in regards to the single bid. Because of the hurricane, Polk City can do this project as an emergency. It is the recommendation to not approve this Bid. Waive the bid requirements, have an emergency quote and have another company do the project.

**Motion by Vice Mayor Nichols** to authorize the City Manager to negotiate a contract not to exceed \$275,000; this motion was seconded by Commissioner Pettit.

**Roll Call Vote:** Mayor LaCascia—aye, Commissioner Blethen—aye, Vice Mayor Nichols—aye, Commissioner Wilson—aye, Commissioner Pettit—aye

**Motion carried unanimously.**

### **CITY MANAGER ITEMS**

**Centennial Update** – To date, between T-shirt sales, flags, challenge coins, Polk City has collected \$9,010.

**Overpass /SR 33** – Erosion during Hurricane Milton (Freedom Park) - FDOT team is coming to do the repairs.

**Freedom Park Playground damage** - will have on November Agenda.

**Agenda Packets** - In the future, Agenda Packets will be distributed no later than Wednesday before the meeting. This will give Commissioners the opportunity to ask questions prior to the meeting.

Polk City did not lose power during Hurricane Milton. The Public Works and Utilities team pumped water to relieve flooding in some areas. Rick, Kathy and City Manager Jackson did Damage Assessment and took pictures. Also met with some of the residents during the ride throughout the City.

The Donald Bronson Community Center was open during Hurricane Milton. There were



thirty-five (35) people, plus four PCSO Deputies that worked two (2) twelve-hour shifts. There were also six (6) employees that swapped in/out working in pairs.

Safe Haven Halloween will still be at Freedom Park.

**CITY ATTORNEY ITEMS** - None

**COMMISSIONER ITEMS**

**Vice Mayor Nichols** – Thanked everyone for their thoughts and prayers during the loss of his wife. He also mentioned something that is done at Polk County – a Disaster Relief Addendum which allows staff to sell back up to two weeks of vacation time.

**Commissioner Blethen** – None

**Commissioner Wilson** – None

**Commissioner Pettit** – Thanked the Deputies that staffed the DBCC during Hurricane Milton.

**Mayor LaCascia** – None

**Deputy Poindexter** – Complimented the staff for their work at the DBCC and City Hall during Hurricane Milton.

**ANNOUNCEMENTS** - None

**ADJOURNMENT** – 7:12 pm

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Patricia Jackson, City Manager

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Joe LaCascia, Mayor

**City Commission Meeting  
November 19, 2024**

**CONSENT AGENDA ITEM:**      Department Monthly Reports

     INFORMATION ONLY  
  X   ACTION REQUESTED

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

**ATTACHMENTS:**

Monthly Department Reports for:

1. Building Permits Report – September/October 2024
2. Code Enforcement Report – October 2024
3. Financial Report – October 2024
4. Library Report – October 2024
5. Polk Sheriff's Report – October 2024
6. Public Works/Utilities Report – October 2024
7. Utility Billing Report – October 2024

**ANALYSIS:**

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

## Polk City Permits Added

From: 10/01/24 To: 10/31/2024

### COMMERCIAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BC-2024-1055	125 CARTER BLVD, POLK CITY, FL 33868	2,500.00	10/03/2024
		<b>Subtotal:</b>	<b>\$2,500.00</b>

### ELECTRICAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2024-15818	126 BAYBERRY DR, POLK CITY, FL 33868	1,695.00	10/04/2024
BT-2024-15952	126 BAYBERRY DR, POLK CITY, FL 33868	1,695.00	10/09/2024
BT-2024-16734	605 SAYGE DR, POLK CITY, FL 33868	10,000.00	10/23/2024
BT-2024-17007	525 ORANGE BLVD, POLK CITY, FL 33868	800.00	10/28/2024
BT-2024-17095	225 N COMMONWEALTH AVE, POLK CITY, FL 33868	1,000.00	10/29/2024
		<b>Subtotal:</b>	<b>\$15,190.00</b>

### FENCE WALL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2024-16698	8818 FOX DR, POLK CITY, FL 33868	2,715.00	10/23/2024
		<b>Subtotal:</b>	<b>\$2,715.00</b>

### MECHANICAL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2024-15668	398 NOLANE LN, POLK CITY, FL 33868	11,875.00	10/01/2024
BT-2024-16746	8585 RINDGE RD, POLK CITY, FL 33868	15,795.00	10/24/2024
BT-2024-16747	726 MEANDERING WAY, POLK CITY, FL 33868	12,750.00	10/24/2024
BT-2024-16942	204 TRAIL VIEW WAY, POLK CITY, FL 33868	12,468.00	10/28/2024
		<b>Subtotal:</b>	<b>\$52,888.00</b>

### PLUMBING

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2024-17084	225 N COMMONWEALTH AVE, POLK CITY, FL 33868	1,700.00	10/29/2024
		<b>Subtotal:</b>	<b>\$1,700.00</b>

### POOL

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2024-15997	559 NARROW POND LN, POLK CITY, FL 33868	60,000.00	10/02/2024
		<b>Subtotal:</b>	<b>\$60,000.00</b>

### PRE-PERMIT

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BP-2024-285	416 1ST ST, POLK CITY, FL 33868	0.00	10/22/2024
		<b>Subtotal:</b>	<b>\$0.00</b>

**RE-ROOF**

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2024-16712	551 NARROW POND LN, POLK CITY, FL 33868	22,500.00	10/23/2024
BT-2024-16716	729 MEANDERING WAY, POLK CITY, FL 33868	23,300.00	10/23/2024
BT-2024-16809	321 ABBEY DR, POLK CITY, FL 33868	5,600.00	10/24/2024
BT-2024-16993	125 IVYLAND RD, POLK CITY, FL 33868	4,400.00	10/28/2024
BT-2024-17039	683 MEANDERING WAY, POLK CITY, FL 33868	50,825.00	10/29/2024
BT-2024-17092	228 TRAIL VIEW WAY, POLK CITY, FL 33868	14,250.00	10/29/2024
BT-2024-17213	447 MARKLEN LOOP, POLK CITY, FL 33868	10,000.00	10/31/2024
BT-2024-17233	132 SW COMMONWEALTH AVE, POLK CITY, FL 33868	18,575.00	10/30/2024
<b>Subtotal:</b>		<b>\$149,450.00</b>	

**RESIDENTIAL**

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BR-2024-8115	520 2ND ST, POLK CITY, FL 33868	850.00	10/01/2024
BR-2024-8231	740 SW COMMONWEALTH AVE, POLK CITY, FL 33868	10,000.00	10/08/2024
BR-2024-8488	714 1ST ST, POLK CITY, FL 33868	15,400.00	10/22/2024
BR-2024-8659	614 GORDON RD, POLK CITY, FL 33868	8,800.00	10/29/2024
<b>Subtotal:</b>		<b>\$35,050.00</b>	

**Grand Total: \$319,493.00**

*2 SFR To Date  
Kathy Selp*

**Polk City Permits Added**

From: 09/01/24 To: 09/30/2024

**RE-ROOF**

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BT-2024-14629	266 BAYBERRY DR, POLK CITY, FL 33868	25,350.00	09/11/2024
BT-2024-15536	144 HONEY BEE LN, POLK CITY, FL 33868	6,500.00	09/28/2024
<b>Subtotal:</b>		<b>\$31,850.00</b>	

**RESIDENTIAL**

<u>Permit Number</u>	<u>Address</u>	<u>Declared Value</u>	<u>Date Added</u>
BR-2024-7855	126 LAYNEWADE RD, POLK CITY, FL 33868	3,499.00	09/20/2024
BR-2024-7948	5520 OTTAWA ST, POLK CITY, FL 33868	1,550.00	09/24/2024
BR-2024-7950	734 1ST ST, POLK CITY, FL 33868	125,000.00	09/24/2024
BR-2024-7983	190 LAYNEWADE RD, POLK CITY, FL 33868	38,000.00	09/25/2024
BR-2024-8054	110 BAYBERRY DR, POLK CITY, FL 33868	34,000.00	09/30/2024
<b>Subtotal:</b>		<b>\$202,049.00</b>	

**Grand Total: \$233,899.00**

2 SFR to Date  
Kathy Belp

# Code Enforcement Report

## OCTOBER 2024

SNIPE SIGNS REMOVED	32	
LIEN SEARCHES	12	
INSPECTIONS	58	
CLOSED OUT CASES	11	
SPECIAL MAGISTRATE CASES	7	
CLOSED OUT SPECIAL MAGISTRATE CASES	1	
<b>CASE SUBJECTS</b>		
Pool	0	
REFERRED TO COUNTY	13	
DISABLE VEHICLES	2	
BUILDING WITHOUT PERMIT	2	
OVERGROWTH	5	
HOUSE NUMBERS	0	
FENCE/INSPECTIONS	4	
JUNK AND DEBRIS	6	
RV/TRAILER PARKING	1	
PHONE CALLS	48	
OPEN STRUCTURE	0	
MET WITH CITIZEN	9	
NOISE	0	
PLACE LIEN	2	
CLOSE OUT LIEN	0	
YARD SALE	0	
ANIMAL	2	
POSTINGS	11	
EXTENDED CASES	5	
ACCESSORY USE	1	
DEMOLITION	0	
BUSINESS LICENSE	0	
MINIMUM STANDARD HOUSING	1	

CITY OF POLK CITY  
Simple Balance Sheet

For Fiscal Year: 2025 thru Month: Oct  
Fund: 01 OPERATING FUND

Account Number	Account Title	Ending Bal	Net Amount
01-101-100	Cash - Checking	3,228,931.47	
01-101-990	Library Van Fleet Cycling Challenge	859.09	
01-101-995	City Centennial	9,895.00	
01-102-100	Cash on Hand	875.00	
01-115-100	Accounts Receivable - Utilities	43,545.17	
01-115-120	Accounts Receivable - Local Bus Licenses	3,540.00	
01-115-200	Accounts Receivable - Year End	230,932.55-	
01-117-100	Allowance for Bad Debt	131.83-	
01-131-500	Due from Enterprise Fund	31,844.15-	
01-133-100	Due From Other Governmental Units	55,408.15	
01-133-101	Due from Others (Franchise & Public Serv. Tax)	59,124.23	
01-151-100	Investments - FL SAFE GF	1,230,152.76	
01-151-902	Investments - FL SAFE GF Reserves	86,965.11	
01-153-302	Restricted Cash - New Local Opt Gas Tax	373,489.64	
01-155-100	Prepaid Expenses	12,327.76	
01-160-902	Reserve Account	100,000.59	
01-160-903	Reserve Acct - Emergencies & Contingency	62,924.00	
	** TOTAL ASSET**		5,005,129.44
01-202-100	Accounts Payable	70,586.62-	
01-202-200	Accounts Payable - Year End	69,274.28	
01-202-900	Customer Deposits	6,760.00	
01-202-950	Other Deposits	150,000.00	
01-208-300	Due to County - Impact Fees	18,416.96	
01-208-310	Due to DCA - Bldg Permit Surcharge	4.22-	
01-208-320	Due to Dept of Business - License Fees	87.93-	
01-208-330	Due to PCSO - Police Education Revenue	335.79	
01-217-200	Accrued Sales Tax	49.60	
01-218-100	Payroll Taxes Payable	79.89-	
01-218-200	FRS Retirement Payable	1,110.51	
01-218-300	Health Plan Payable	2,590.46	
01-218-320	Supplemental Insurance Payable	2,642.12	
01-218-400	Dental Plan Payable	145.31	
01-218-410	Vision Plan Payable	812.08	
01-218-700	ICMA-RC	120.00	
	** TOTAL LIABILITY**		181,498.45
01-243-100	Encumbrances Placed	3,210.00	
01-245-100	Reserved for Encumbrances	3,210.00-	
	** TOTAL ENCUMBRANCE**		0.00
01-271-100	Fund Balance Unreserved	5,092,961.94	
	** TOTAL EQUITY**		5,092,961.94
	** TOTAL REVENUE**		107,562.97
	** TOTAL EXPENSE**		376,893.92
	TOTAL LIABILITY AND EQUITY		5,005,129.44





GENERAL FUND REVENUES  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	PRIOR YR REVENUE	2024 ANTICIPATED REVENUE	2025 ANTICIPATED REVENUE	ADJ ANTICIPATED	CURRENT REVENUE	2025 YTD REVENUE	(EXCESS)/DEFICIT	2025 PERCENTAGE REALIZED
01-359-300	Late Fees	207.00	250.00	250.00	250.00	168.50	168.50	81.50	67.40 %
01-361-100	Interest Income	3,499.10	7,450.00	7,450.00	7,450.00	0.00	0.00	7,450.00	0.00 %
01-361-200	Interest/Dividends - FL SAFE	68,634.14	42,000.00	42,000.00	42,000.00	5,516.94	5,516.94	36,483.06	13.14 %
01-362-100	Activity Center Rentals	4,800.00	4,400.00	4,400.00	4,400.00	600.00	600.00	3,800.00	13.64 %
01-362-200	Donald Bronson Community Center Renta	10,650.00	5,350.00	5,350.00	5,350.00	1,100.00	1,100.00	4,250.00	20.56 %
01-365-100	Sales of Surplus Property	2,280.35	0.00	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	62.00	62.00	(62.00)	0.00 %
01-366-101	Private Donations - Christmas	400.00	1,000.00	1,000.00	1,000.00	500.00	500.00	500.00	50.00 %
01-366-102	Private Donations - Halloween	500.00	1,000.00	1,000.00	1,000.00	250.00	250.00	750.00	25.00 %
01-366-105	PRIVATE DONATIONS - CITY CENTENNIAL	5,875.00	3,000.00	3,000.00	3,000.00	4,610.00	4,610.00	(1,610.00)	153.67 %
01-369-100	Misc. Income	2,272.85	500.00	500.00	500.00	133.60	133.60	366.40	26.72 %
01-369-101	Misc Income - Copies and Faxes	0.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-369-102	Misc Income - Collection Allowance	2,211.56	3,000.00	3,000.00	3,000.00	334.68	334.68	2,665.32	11.16 %
01-369-104	NSF FEES	0.00	0.00	0.00	0.00	30.00	30.00	(30.00)	0.00 %
01-369-400	Insurance Proceeds	6,897.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-369-500	Refund of State Gas Tax	1,606.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-381-900	Cash Carry Forward	0.00	150,000.00	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00 %
DEPARTMENT TOTALS		3,493,750.63	3,589,027.00	3,589,027.00	3,589,027.00	107,562.97	107,562.97	3,481,464.03	3.00 %

CITY OF POLK CITY

General Fund Expenditures  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BUDGET	2025 PERCENTAGE REALIZED
LEGISLATIVE								
01-511-120	Regular Salary - Wages - Legislative	12,300.00	18,000.00	18,000.00	1,800.00	1,800.00	16,200.00	10.00 %
01-511-160	Bonuses and Gift Certificates - Legis	2,707.10	2,708.00	2,708.00	0.00	0.00	2,708.00	0.00 %
01-511-210	Fica Taxes - Legislative	1,148.03	1,792.00	1,792.00	137.70	137.70	1,654.30	7.68 %
01-511-240	Worker's Compensation - Legislati	34.30	23.00	23.00	0.00	0.00	23.00	0.00 %
01-511-400	Travel and Training - Legislative	60.00	4,000.00	4,000.00	0.00	0.00	4,000.00	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	210.00	500.00	500.00	0.00	0.00	500.00	0.00 %
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	1,790.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-511-490	Other Current Charges - Legislative	295.69	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-511-510	Office Supplies - Legislative	0.00	300.00	300.00	0.00	0.00	300.00	0.00 %
01-511-520	Operating Supplies - Legislative	143.60	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-511-525	Uniforms - Legislative	0.00	800.00	800.00	156.48	156.48	643.52	19.56 %
01-511-540	Books, Pub., Sub., & Memberships - Le	4,198.76	4,500.00	4,500.00	250.00	250.00	4,250.00	5.56 %
DEPARTMENT TOTAL		22,887.48	40,123.00	40,123.00	2,344.18	2,344.18	37,778.82	5.84 %
EXECUTIVE								
01-512-120	Regular Salary - Wages - Executive	213,995.72	245,644.00	245,644.00	26,867.81	26,867.81	218,776.19	10.94 %
01-512-130	Other Salaries and Wages - Executive	4,800.12	4,800.00	4,800.00	553.86	553.86	4,246.14	11.54 %
01-512-140	Overtime - Executive	0.00	0.00	0.00	5,407.53	5,407.53	(5,407.53)	0.00 %
01-512-160	Premium Pay and Non Merit Pay - Execu	37,899.32	41,148.00	41,148.00	0.00	0.00	41,148.00	0.00 %
01-512-210	Fica Taxes - Executive	20,730.83	25,454.00	25,454.00	2,565.88	2,565.88	22,888.12	10.08 %
01-512-220	Retirement Contribution - Executive	62,116.69	66,455.00	66,455.00	9,003.38	9,003.38	57,451.62	13.55 %
01-512-230	Life & Health Insurance - Executive	13,352.65	16,707.00	16,707.00	175.88	175.88	16,531.12	1.05 %
01-512-240	Worker's Compensation - Executive	510.20	270.00	270.00	0.00	0.00	270.00	0.00 %
01-512-400	Travel Expenses - Executive	2,505.32	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-512-405	Training - Executive	574.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
01-512-408	Meeting Expense Allowance - Executive	486.99	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-512-410	Communication Services - Executive	569.33	900.00	900.00	0.00	0.00	900.00	0.00 %
01-512-470	Printing and Reproduction - Executive	7,299.07	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-512-480	Promo Activities & Legal Ads - Execut	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-512-490	Other Current Charges - Executive	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-512-492	Recording & Other Fees - City Clerk	2,500.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %

General Fund Expenditures  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BUDGET	2025 PERCENTAGE REALIZED
01-512-510	Office Supplies - Executive	662.50	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-512-520	Operating Supplies - Executive	305.14	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-512-540	Books, Pub., Sub., & Memberships - Ex	1,246.10	2,000.00	2,000.00	7,520.31	7,520.31	(5,520.31)	376.02 %
DEPARTMENT TOTAL		369,553.98	427,878.00	427,878.00	52,094.65	52,094.65	375,783.35	12.18 %
LEGAL COUNSEL								
01-514-310	Professional Services - Legal Counsel	50,819.48	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
01-514-480	Promo Activities & Legal Ads - Legal	10,665.25	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %
DEPARTMENT TOTAL		61,484.73	76,000.00	76,000.00	0.00	0.00	76,000.00	0.00 %
COMPREHENSIVE PLANNING								
01-515-310	Professional Services - Comp Planning	35,000.00	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
DEPARTMENT TOTAL		35,000.00	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
FINANCE AND ACCOUNTING								
01-516-120	Regular Salary - Wages - Fin & Acctng	101,788.04	112,679.00	112,679.00	12,397.51	12,397.51	100,281.49	11.00 %
01-516-130	Other Salaries and Wages - Finance	0.00	0.00	0.00	19.63	19.63	(19.63)	0.00 %
01-516-140	Overtime - Fin & Acctng	374.62	578.00	578.00	2,274.94	2,274.94	(1,696.94)	393.59 %
01-516-210	Fica Taxes - Fin & Acctng	5,705.88	8,620.00	8,620.00	938.99	938.99	7,681.01	10.89 %
01-516-220	Retirement Contribution - Fin & Acctng	14,452.06	15,358.00	15,358.00	2,002.53	2,002.53	13,355.47	13.04 %
01-516-230	Life & Health Insurance - Fin & Acctng	25,521.37	31,780.00	31,780.00	68.86	68.86	31,711.14	0.22 %
01-516-240	Worker's Compensation - Fin & Acc	246.18	124.00	124.00	0.00	0.00	124.00	0.00 %
01-516-310	Professional Services - Fin & Acctng	2,000.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
01-516-400	Travel Expenses - Fin & Acctng	1,205.80	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
01-516-405	Training - Finance	499.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-516-410	Communication Services - Fin & Acctng	307.62	850.00	850.00	0.00	0.00	850.00	0.00 %
01-516-470	Printing and Reproduction - Fin & Acc	125.72	750.00	750.00	0.00	0.00	750.00	0.00 %

General Fund Expenditures  
 8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BUDGET	2025 PERCENTAGE REALIZED
01-516-510	Office Supplies - Fin & Acctng	953.19	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-516-520	Operating Supplies - Fin & Acctng	424.13	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-516-540	Books, Pub., Sub., & Memberships - Fi	389.88	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
DEPARTMENT TOTAL		153,993.49	184,239.00	184,239.00	17,702.46	17,702.46	166,536.54	9.61 %
DEBT SERVICE								
01-517-710	Principal - CB&T Debt Service Pmts	88,006.63	91,177.00	91,177.00	7,529.88	7,529.88	83,647.12	8.26 %
01-517-720	Interest - CB&T Debt Service Pmts	31,803.89	28,634.00	28,634.00	2,454.33	2,454.33	26,179.67	8.57 %
DEPARTMENT TOTAL		119,810.52	119,811.00	119,811.00	9,984.21	9,984.21	109,826.79	8.33 %
LAW ENFORCEMENT								
01-521-305	Contract Labor - Law Enf	109,647.00	111,840.00	111,840.00	0.00	0.00	111,840.00	0.00 %
01-521-310	Professional Services - Law Enf	88,934.75	108,000.00	108,000.00	34,640.00	34,640.00	73,360.00	32.07 %
01-521-640	Machinery & Equipment - Law Enf	5,700.00	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		204,281.75	219,840.00	219,840.00	34,640.00	34,640.00	185,200.00	15.76 %
BUILDING AND ZONING								
01-524-120	Regular Salary - Wages - Bldg & Zonin	106,624.15	115,244.00	115,244.00	13,457.02	13,457.02	101,786.98	11.68 %
01-524-140	Overtime - Bldg & Zoning	74.86	623.00	623.00	1,835.46	1,835.46	(1,212.46)	294.62 %
01-524-210	Fica Taxes - Bldg & Zoning	8,328.97	8,864.00	8,864.00	1,150.69	1,150.69	7,713.31	12.98 %
01-524-220	Retirement Contribution - Bldg & Zoni	15,045.48	15,793.00	15,793.00	2,084.36	2,084.36	13,708.64	13.20 %
01-524-230	Life & Health Insurance - Bldg & Zoni	27,445.56	31,956.00	31,956.00	118.48	118.48	31,837.52	0.37 %
01-524-240	Worker's Compensation - Bldg & Zoning	2,485.74	1,806.00	1,806.00	0.00	0.00	1,806.00	0.00 %
01-524-310	Professional Services - Bldg & Zoning	81,366.48	250,000.00	250,000.00	1,934.00	1,934.00	248,066.00	0.77 %
01-524-311	Engineering Services - Bldg & Zoning	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-524-405	Training - Building	60.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-524-510	Office Supplies - Bldg & Zoning	289.81	300.00	300.00	0.00	0.00	300.00	0.00 %

General Fund Expenditures  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BUDGET	2025 PERCENTAGE REALIZED
01-524-520	Operating Supplies - Bldg & Zoning	381.99	400.00	400.00	0.00	0.00	400.00	0.00 %
01-524-540	Books, Pub., Sub., & Memberships - Bl	168.31	300.00	300.00	0.00	0.00	300.00	0.00 %
DEPARTMENT TOTAL		242,271.35	426,286.00	426,286.00	20,580.01	20,580.01	405,705.99	4.83 %
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CODE ENFORCEMENT								
01-529-120	Regular Salary - Wages - Code Enf	30,573.00	32,947.00	32,947.00	3,720.00	3,720.00	29,227.00	11.29 %
01-529-210	Fica Taxes - Code Enf	2,384.87	2,520.00	2,520.00	280.56	280.56	2,239.44	11.13 %
01-529-220	Retirement Contribution - Code Enf	4,295.20	4,491.00	4,491.00	507.04	507.04	3,983.96	11.29 %
01-529-230	Life & Health Insurance - Code Enf	(928.72)	167.00	167.00	28.48	28.48	138.52	17.05 %
01-529-240	Worker's Compensation - Code Enf	1,056.36	804.00	804.00	0.00	0.00	804.00	0.00 %
01-529-310	Professional Services - Code Enf	7,874.89	7,000.00	7,000.00	600.00	600.00	6,400.00	8.57 %
01-529-400	Travel Expenses - Code Enf	395.69	500.00	500.00	0.00	0.00	500.00	0.00 %
01-529-405	TRAINING - CODE ENFORCEMENT	710.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-529-410	Communication Services - Code Enf	271.91	500.00	500.00	0.00	0.00	500.00	0.00 %
01-529-510	Office Supplies - Code Enf	149.40	200.00	200.00	0.00	0.00	200.00	0.00 %
01-529-520	Operating Supplies - Code Enf	549.13	600.00	600.00	0.00	0.00	600.00	0.00 %
01-529-540	Books, Pub., Sub., & Memberships - Co	326.17	500.00	500.00	85.00	85.00	415.00	17.00 %
DEPARTMENT TOTAL		47,657.90	51,229.00	51,229.00	5,221.08	5,221.08	46,007.92	10.19 %
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REFUSE/SANITATION								
01-534-341	Refuse Disposal - Residential - Refus	294,931.43	279,608.00	279,608.00	0.00	0.00	279,608.00	0.00 %
01-534-342	Refuse Disposal - Commercial - Refuse	133,349.70	160,053.00	160,053.00	22,949.94	22,949.94	137,103.06	14.34 %
DEPARTMENT TOTAL		428,281.13	439,661.00	439,661.00	22,949.94	22,949.94	416,711.06	5.22 %
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STORMWATER								
01-538-310	PROFESSIONAL SERVICES - STORMWATER	4,475.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-538-311	Engineering Services - Stormwater	29,239.00	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %

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G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BUDGET	2025 PERCENTAGE REALIZED
01-538-405	Training - Stormwater	876.00	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
01-538-460	Repairs and Maintenance - Stormwater	3,343.88	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
01-538-492	Recording & Other Fees - Stormwater	0.00	250.00	250.00	0.00	0.00	250.00	0.00 %
01-538-540	Books, Pub., Sub., & Memberships - St	500.00	500.00	500.00	0.00	0.00	500.00	0.00 %
DEPARTMENT TOTAL		38,433.88	36,950.00	36,950.00	0.00	0.00	36,950.00	0.00 %
GENERAL GOV'T BUILDINGS								
01-539-310	Professional Services - Gen Gov#39;t	36,606.22	30,000.00	30,000.00	2,370.00	2,370.00	27,630.00	7.90 %
01-539-312	Professional Services - Other - Gen G	0.00	0.00	0.00	105.00	105.00	(105.00)	0.00 %
01-539-411	City Hall - Communication - Gen Gov&#	10,657.18	10,000.00	10,000.00	1,064.44	1,064.44	8,935.56	10.64 %
01-539-414	Community Center-Communication-Gen Go	1,521.08	1,500.00	1,500.00	138.28	138.28	1,361.72	9.22 %
01-539-431	City Hall - Utilities - Gen Gov#39;t	19,461.01	18,000.00	18,000.00	1,595.05	1,595.05	16,404.95	8.86 %
01-539-432	Activity Center - Utilities - Gen Gov	2,542.41	2,500.00	2,500.00	149.24	149.24	2,350.76	5.97 %
01-539-433	MULTI-PURPOSE BUILD - UTILITIES - GEN	3,098.45	3,000.00	3,000.00	242.46	242.46	2,757.54	8.08 %
01-539-434	Community Center-Utilities-Gen Gov&#3	6,221.61	5,000.00	5,000.00	227.56	227.56	4,772.44	4.55 %
01-539-440	Rentals and Leases - Gen Gov#39;t B1	6,954.36	8,000.00	8,000.00	507.27	507.27	7,492.73	6.34 %
01-539-461	City Hall - Repairs & Maint - Gen Gov	80,487.05	28,000.00	28,000.00	6,923.59	6,923.59	21,076.41	24.73 %
01-539-462	Activity Center - Repairs & Maint - G	4,023.34	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
01-539-463	MUTIL-PURPOSE BUILD- REPAIRS & MAINT	4,611.76	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-539-464	Community Center-Repairs & Maint-Gen	9,378.57	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
01-539-490	Other Current Charges - Gen Gov#39;t	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-539-521	City Hall - Operating Supplies - Gen	9,083.24	10,000.00	10,000.00	528.82	528.82	9,471.18	5.29 %
01-539-522	Activity Center - Operating Supplies	1,592.43	1,750.00	1,750.00	177.96	177.96	1,572.04	10.17 %
01-539-523	Multi-Purpose Build - Operating Suppl	416.59	500.00	500.00	135.00	135.00	365.00	27.00 %
01-539-524	Community Center-Operating Supplies-G	1,621.59	2,000.00	2,000.00	71.00	71.00	1,929.00	3.55 %
01-539-531	Landscape Materials & Supplies - Buil	815.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-539-631	City Hall - Improv. O/T Bldgs - Gen G	0.00	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
01-539-641	City Hall - Mach. & Equipment - Gen G	6,704.77	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		205,796.66	228,250.00	228,250.00	14,235.67	14,235.67	214,014.33	6.24 %
ROADS AND STREETS								

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G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL. BUDGET	2025 PERCENTAGE REALIZED
01-541-120	Regular Salary - Roads & Stre	183,452.21	243,740.00	243,740.00	23,945.09	23,945.09	219,794.91	9.82 %
01-541-130	Other Salaries and Wages - Roads & St	400.66	0.00	0.00	64.65	64.65	(64.65)	0.00 %
01-541-140	Overtime - Roads & Streets	4,378.78	5,290.00	5,290.00	4,270.30	4,270.30	1,019.70	80.72 %
01-541-210	Fica Taxes - Roads & Streets	14,055.86	19,051.00	19,051.00	2,127.24	2,127.24	16,923.76	11.17 %
01-541-220	Retirement Contribution - Roads & Str	26,465.10	32,293.00	32,293.00	3,848.40	3,848.40	28,444.60	11.92 %
01-541-230	Life & Health Insurance - Roads & Str	55,772.70	79,466.00	79,466.00	304.68	304.68	79,161.32	0.38 %
01-541-310	WORKERS COMPENSATION - ROADS & STREE..	27,461.73	19,159.00	19,159.00	0.00	0.00	19,159.00	0.00 %
01-541-310	Professional Services - Roads & Street	78,186.17	25,000.00	25,000.00	770.00	770.00	24,230.00	3.08 %
01-541-311	Engineering Services - Roads & Streets	16,795.29	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
01-541-400	Travel Expenses - Roads & Streets	68.68	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-541-405	Training - Streets	25.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-541-410	Communication Services - Roads & Stre	4,031.64	4,500.00	4,500.00	328.10	328.10	4,171.90	7.29 %
01-541-430	Utilities - Roads & Streets	28,591.19	25,000.00	25,000.00	273.44	273.44	24,726.56	1.09 %
01-541-440	Rentals and Leases - Roads & Streets	1,146.69	0.00	0.00	314.00	314.00	(314.00)	0.00 %
01-541-460	Repairs and Maintenance - Roads & Str	3,801.09	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-541-461	Repairs & Maintenance-Equipment - Roa	14,556.51	10,000.00	10,000.00	2,010.76	2,010.76	7,989.24	20.11 %
01-541-464	Vehicle Fuel - Roads & Streets	13,343.63	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
01-541-465	Vehicle Maintenance - Roads & Streets	3,720.49	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
01-541-466	Public Works/Utilities Facility - Rep	481.63	2,000.00	2,000.00	4,800.00	4,800.00	(2,800.00)	240.00 %
01-541-493	Equipment Rental - Roads & Streets	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-541-510	Office Supplies - Roads & Streets	289.33	500.00	500.00	0.00	0.00	500.00	0.00 %
01-541-520	Operating Supplies - Roads & Streets	5,458.14	6,227.00	6,227.00	128.00	128.00	6,099.00	2.06 %
01-541-524	Chemicals - Roads & Streets	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-541-530	Road Materials & Supplies - Roads & S	28,330.66	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
01-541-531	Landscape Materials & Supplies - Road	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-541-540	Books, Pub., Sub., & Memberships - Ro	751.81	600.00	600.00	0.00	0.00	600.00	0.00 %
01-541-620	Buildings - Roads & Streets	1,231.50	0.00	0.00	0.00	0.00	0.00	0.00 %
01-541-630	Improvements Other than Building - Ro	1,139.78	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-541-640	Machinery & Equipment - Roads & Stree	10,811.33	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
01-541-650	Construction in Progress - Roads & St	1,812.50	0.00	0.00	0.00	0.00	0.00	0.00 %
DEPARTMENT TOTAL		526,560.10	603,826.00	603,826.00	43,184.66	43,184.66	560,641.34	7.15 %
LIBRARY								
01-571-120	Regular Salary - Wages - Library	85,075.06	92,017.00	92,017.00	10,549.31	10,549.31	81,467.69	11.46 %
01-571-140	Overtime - Library	0.00	608.00	608.00	1,490.88	1,490.88	(882.88)	245.21 %

General Fund Expenditures  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BUDGET	2025 PERCENTAGE REALIZED
01-571-210	Fica Taxes - Library	6,640.40	7,086.00	7,086.00	905.99	905.99	6,180.01	12.79 %
01-571-220	Retirement Contribution - Library	12,003.43	12,625.00	12,625.00	1,641.08	1,641.08	10,983.92	13.00 %
01-571-230	Life & Health Insurance - Library	25,180.82	31,821.00	31,821.00	97.68	97.68	31,723.32	0.31 %
01-571-240	Worker's Compensation - Library	461.27	102.00	102.00	0.00	0.00	102.00	0.00 %
01-571-310	Professional Services - Library	7,123.26	5,500.00	5,500.00	270.00	270.00	5,230.00	4.91 %
01-571-312	Professional Services - Other - Libra	2,524.55	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-571-400	Travel Expenses - Library	24.30	600.00	600.00	0.00	0.00	600.00	0.00 %
01-571-405	Training - Library	0.00	700.00	700.00	0.00	0.00	700.00	0.00 %
01-571-410	Communication Services - Library	3,776.50	4,000.00	4,000.00	334.66	334.66	3,665.34	8.37 %
01-571-430	Utilities - Library	3,298.66	4,000.00	4,000.00	151.24	151.24	3,848.76	3.78 %
01-571-460	Repairs and Maintenance - Library	9,586.47	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-571-470	Printing and Reproduction - Library	42.00	300.00	300.00	0.00	0.00	300.00	0.00 %
01-571-480	Promo Activities & Legal Ads - Librar	147.63	2,600.00	2,600.00	0.00	0.00	2,600.00	0.00 %
01-571-490	Other Current Charges - Library	458.28	200.00	200.00	0.00	0.00	200.00	0.00 %
01-571-510	Office Supplies - Library	3,136.12	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-571-520	Operating Supplies - Library	815.00	3,000.00	3,000.00	37.04	37.04	2,962.96	1.23 %
01-571-531	Landscape Materials & Supplies - Libr	582.76	0.00	0.00	0.00	0.00	0.00	0.00 %
01-571-540	Books, Pub., Sub., & Memberships - Li	14,438.30	2,000.00	2,000.00	30.00	30.00	1,970.00	1.50 %
01-571-660	Books, Pub. & Library Materials - Libr	175,314.81	194,859.00	194,859.00	15,847.04	15,847.04	179,011.96	8.13 %
DEPARTMENT TOTAL		175,314.81	194,859.00	194,859.00	15,847.04	15,847.04	179,011.96	8.13 %
PARKS		15,858.67	12,000.00	12,000.00	810.00	810.00	11,190.00	6.75 %
01-572-310	Professional Services - Parks	14,544.74	16,000.00	16,000.00	946.32	946.32	15,053.68	5.91 %
01-572-430	Utilities - Parks	4,336.56	6,000.00	6,000.00	0.00	0.00	2,790.00	0.00 %
01-572-460	Repairs and Maintenance - Parks	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-572-493	Equipment Rental - Parks	2,021.38	2,500.00	2,500.00	41.90	41.90	2,458.10	1.68 %
01-572-520	Operating Supplies - Parks	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
01-572-630	Improvements Other than Building - Pa	36,761.35	47,000.00	47,000.00	1,798.22	1,798.22	41,991.78	3.83 %
DEPARTMENT TOTAL		36,761.35	47,000.00	47,000.00	1,798.22	1,798.22	41,991.78	3.83 %
SPECIAL EVENTS								



General Fund Expenditures  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BUDGET	2025 PERCENTAGE REALIZED
01-574-310	Professional Services - Spec Events	1,627.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
01-574-440	Rentals and Leases - Spec Events	50,311.30	52,500.00	52,500.00	14,614.30	14,614.30	37,885.70	27.84 %
01-574-470	Printing and Reproduction - Spec Even	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-574-480	Promo Activities & Legal Ads - Spec E	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-574-490	Other Current Charges - Spec Events	313.64	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
01-574-520	Operating Supplies - Spec Events	8,364.31	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
01-574-521	Operating Supplies - Centinial 2025	5,010.97	100,000.00	100,000.00	1,934.41	1,934.41	98,065.59	1.93 %
DEPARTMENT TOTAL		65,627.22	176,000.00	176,000.00	16,548.71	16,548.71	159,451.29	9.40 %
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NON-DEPARTMENTAL								
01-590-310	Professional Services - Non-Dept	26,132.66	25,000.00	25,000.00	994.00	994.00	24,006.00	3.98 %
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 %
01-590-320	Accounting and Auditing - Non-Dept	20,682.42	30,000.00	30,000.00	715.27	715.27	29,284.73	2.38 %
01-590-440	Rentals and Leases - Non-Dept	3,087.46	5,500.00	5,500.00	185.27	185.27	5,314.73	3.37 %
01-590-450	Liability Insurance - Non-Dept	106,078.50	120,000.00	120,000.00	99,526.50	99,526.50	20,473.50	82.94 %
01-590-464	Vehicle Fuel - Non- Departmental	878.37	850.00	850.00	0.00	0.00	850.00	0.00 %
01-590-465	Vehicle Maintenance - Non-Departmenta	639.71	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
01-590-490	Other Current Charges - Non Dept	1,000.00	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
01-590-510	Office Supplies - Non-Departmental	1,047.92	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-590-520	Operating Supplies - Non-Dept	10,554.16	10,000.00	10,000.00	414.45	414.45	9,585.55	4.14 %
01-590-521	Emergencies & Contingencies - Operati	2,250.14	40,150.00	40,150.00	17,504.47	17,504.47	22,645.53	43.60 %
01-590-525	Uniforms - Non Dept	4,881.88	4,750.00	4,750.00	449.16	449.16	4,300.84	9.46 %
01-590-528	Postage - Non-Dept	249.28	750.00	750.00	0.00	0.00	750.00	0.00 %
01-590-540	Books, Pub., Sub., & Memberships -NON	14,233.48	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
01-590-550	Pre-Employment Exam/Drug Test	0.00	800.00	800.00	0.00	0.00	800.00	0.00 %
01-590-551	Immunizations - Employees	1,053.00	600.00	600.00	0.00	0.00	600.00	0.00 %
01-590-552	DOT Testing	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
01-590-553	Employee Meeting/Awards	318.54	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
01-590-554	Employee Holiday Dinner	1,403.72	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
01-590-630	Improvements Other than Bldg - Non-De	6,350.00	0.00	0.00	0.00	0.00	0.00	0.00 %
01-590-940	Reserves - Unrestricted Reserves - No	0.00	5,382.00	5,382.00	0.00	0.00	5,382.00	0.00 %
01-590-991	Aids to Private Organizations - Non-D	1,000.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-590-992	Unemployment Claims - Non-Dept	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
01-590-996	Bad Debt - Non-Dept	(105.37)	850.00	850.00	(61.03)	(61.03)	911.03	(7.18) %
01-590-999	Other - Non-Operating Charges - Non-D	3,312.62	3,743.00	3,743.00	35.00	35.00	3,708.00	0.94 %

General Fund Expenditures  
 8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BUDGET	PERCENTAGE REALIZED
	DEPARTMENT TOTAL	205,108.49	282,075.00	282,075.00	119,763.09	119,763.09	162,311.91	42.46 %
	General Fund Revenues Total	3,493,750.63	3,589,027.00	3,589,027.00	107,562.97	107,562.97	3,481,464.03	97.00%
	General Fund Expenditures Total	2,938,823.94	3,589,025.00	3,589,025.00	376,893.92	353,943.90	3,235,083.02	90.14%
	Total Revenue vs. Expenditures	554,926.79	2.00	2.00	-269,330.95	-246,381.01	246,381.01	

CITY OF POLK CITY  
Simple Balance Sheet

For Fiscal Year: 2025 thru Month: Oct  
Fund: 05 ENTERPRISE FUND

Account Number	Account Title	Ending Bal	Net Amount
05-101-100	Cash - Checking	3,152,365.00	
05-101-913	DEP Loan - Sinking Fund	14,517.30	
05-101-916	US Bank - Sink Fund	287,418.79	
05-101-917	US Bank - Renewal & Replacement Series	205,524.29	
05-101-918	DEP Loan WW531400 - Sink Fund	164.25	
05-101-919	DEP Loan WW531402 - Sink Fund	16,700.79	
05-101-920	Cash - Customer Deposits	368,881.20	
05-101-930	Restricted Cash - Reclaim	1,364,325.00	
05-101-936	FDEP 531402 Sinking Fund	11,917.80	
05-101-999	Restricted Class - Reclaim	1,364,325.00-	
05-115-100	Accounts Receivable - Utilities	232,230.51	
05-115-130	Accounts Receivable - Readiness to Serve	26,312.87	
05-117-100	Allowance for Bad Debt	327.41-	
05-117-200	Allowance for Uncollectible A/R	38,370.95-	
05-151-100	Investments - FL SAFE EF	670,992.41	
05-151-902	Investments - FL SAFE EF Reserves	140,228.45	
05-155-300	Prepaid Insurance - Deferred Bond Series 2017	26,413.35	
05-159-100	Deferred Outflows - Related to Pension	121,152.22	
05-159-200	Deferred Outflows - Loss on Refunding	572,721.48	
05-160-902	Reserve Account	100,000.00	
05-160-903	Reserve Acct - Emergencies & Contingency	48,044.00	
05-161-900	Fixed Assets - Land	2,762,913.00	
05-164-100	Utility Plant in Service	16,625,958.21	
05-165-900	Acc.Dep. - Improvements Other than Build	5,469,060.53-	
05-166-900	Equipment & Furniture	968,701.15	
05-167-900	Accumulated Depreciation - Equipment	540,263.83-	
05-168-900	Furniture & Equip - Right to Use Leased Assets	9,972.92	
05-168-950	Accumulated Depreciation - Right to Use Lease	1,672.75-	
05-169-900	CIP - Construction Costs	95,333.71	
	** TOTAL ASSET**		20,408,768.23
05-202-100	Accounts Payable	30,197.32	
05-202-200	Accounts Payable - Year End	32,014.84	
05-202-900	Customer Deposits	368,881.20	
05-203-100	Accumulated Interest Payable	47,954.17	
05-203-600	SRF Loan WW51201P	1,539,866.35	
05-203-610	SRF Loan WW53140/SG531401 Effluent Disposal	28,753.70	
05-203-615	SRF Loan WW531402/SG531403	751,015.82	
05-203-710	US Bank 2017 Bond Note	7,135,000.00	
05-203-760	Right to Use Leased Assets	8,455.61	
05-203-910	Unamortized Bond Premiums - US Bank	426,208.06	
05-207-400	Due to General Fund	31,844.15-	
05-208-305	Taxes Payable	2,380.81-	
05-210-800	Compensated Absences - Current	12,907.80	
05-223-100	Deferred Revenue	1,364,325.00	
05-225-100	Deferred Inflows - Related to Pension	19,359.90	
05-234-100	L-T-D - Current Portion	446,754.26	
05-234-901	Less: Current Portion of LTD	446,754.26-	
05-235-800	OPEB Liability	18,155.80	
05-235-900	Net Pension Liability	400,283.46	
	** TOTAL LIABILITY**		12,149,154.07
05-243-100	Encumbrances Placed	12,832.50	
05-245-100	Reserved for Encumbrances	12,832.50-	
	** TOTAL ENCUMBRANCE**		0.00

CITY OF POLK CITY  
 Simple Balance Sheet

For Fiscal Year: 2025 thru Month: Oct  
 Fund: 05 ENTERPRISE FUND

Account Number	Account Title	Ending Bal	Net Amount
05-250-100	Contributed Capital	598,715.40	
05-255-100	Change in Fund Balance	36,514.20	
05-271-100	Fund Balance Unreserved	6,969,286.97	
05-271-150	Fund Balance - Restatement	12,428.57-	
05-271-200	Net Asset Adjustment Account	10,071.23-	
05-272-100	Retained Earnings	734,552.82	
	** TOTAL EQUITY**		8,316,569.59
	** TOTAL REVENUE**		218,288.79
	** TOTAL EXPENSE**		275,244.22
	TOTAL LIABILITY AND EQUITY		20,408,768.23

ENTERPRISE FUND REVENUE  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 PRIOR YR REVENUE	2024 ANTICIPATED REVENUE	2025 ANTICIPATED REVENUE	ADJ ANTICIPATED	2025 CURRENT REVENUE	2025 YTD REVENUE	2025 (EXCESS)/DEFICIT	2025 PERCENTAGE REALIZED
05-314-301	RTS - City 10% UTY T	1,117.81	1,114.00	1,114.00		20.51	20.51	1,093.49	1.84 %
05-325-111	Connection Fees - Water - Cash Basis	11,695.77	77,000.00	77,000.00		1,188.22	1,188.22	75,811.78	1.54 %
05-325-210	Readiness to Serve Charge - Sewer	9,056.70	8,987.00	8,987.00		416.40	416.40	8,570.60	4.63 %
05-325-211	Readiness to Serve Charge - Water	11,176.86	11,143.00	11,143.00		205.08	205.08	10,937.92	1.84 %
05-329-200	Other Lic./Fees/Permits	752.28	600.00	600.00		68.64	68.64	531.36	11.44 %
05-340-300	Water Utility Revenue	1,344,959.69	1,340,938.00	1,340,938.00		102,910.38	102,910.38	1,238,027.62	7.67 %
05-340-500	Sewer Utility Revenue	1,309,610.24	1,350,516.00	1,350,516.00		103,636.15	103,636.15	1,246,879.85	7.67 %
05-359-100	Other Fines and/or Forfeitures	24,585.00	22,280.00	22,280.00		3,165.00	3,165.00	19,115.00	14.21 %
05-359-200	Non Sufficient Funds	2,105.00	1,733.00	1,733.00		85.00	85.00	1,648.00	4.90 %
05-359-300	Late Fees	25,158.00	20,860.00	20,860.00		2,079.00	2,079.00	18,781.00	9.97 %
05-361-200	Interest/Dividends - FL SAFE	42,272.19	42,132.00	42,132.00		3,397.91	3,397.91	38,734.09	8.06 %
05-369-100	Misc. Income	13,634.70	15,000.00	15,000.00		1,100.00	1,100.00	13,900.00	7.33 %
05-369-110	Customer Refund of Overpmts	(17,627.81)	3,500.00	3,500.00		0.00	0.00	3,500.00	0.00 %
05-369-113	Vendor Refund of Overpymt	750.00	0.00	0.00		0.00	0.00	0.00	0.00 %
05-369-700	Misc Income - Reimbursement - Invoice	0.00	0.00	0.00		16.50	16.50	(16.50)	0.00 %
05-381-900	CASH CARRY FORWARD - WATER/SEWER IMPR	0.00	250,000.00	250,000.00		0.00	0.00	250,000.00	0.00 %
05-381-901	Cash Carry Forward - ARPAL 8" Force M	0.00	565,896.00	565,896.00		0.00	0.00	565,896.00	0.00 %
05-381-902	Cash Carry Forward - ARP2 Sewer Impr	0.00	682,163.00	682,163.00		0.00	0.00	682,163.00	0.00 %
DEPARTMENT TOTALS		2,779,246.43	4,393,862.00	4,393,862.00		218,288.79	218,288.79	4,175,573.21	4.97 %

Enterprise Fund Expenditures  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BDDGET	2025 PERCENTAGE REALIZED
Water								
05-518-120	Regular Salary - Water Admin	119,609.14	130,116.00	130,116.00	14,750.43	14,750.43	115,365.57	11.34 %
05-518-140	Overtime - Water Admin	0.00	1,045.00	1,045.00	2,370.22	2,370.22	(1,325.22)	226.82 %
05-518-210	Fica Taxes - Water Admin	9,592.35	10,034.00	10,034.00	1,280.10	1,280.10	8,753.90	12.76 %
05-518-220	Retirement Contribution - Water Admin	12,157.87	17,877.00	17,877.00	2,333.53	2,333.53	15,543.47	13.05 %
05-518-230	Life & Health Insurance - Water Admin	39,951.21	47,735.00	47,735.00	147.02	147.02	47,587.98	0.31 %
05-518-240	Worker's Compensation - Water Admin	0.00	144.00	144.00	0.00	0.00	144.00	0.00 %
05-518-312	Professional Services - Other - Water	22,757.39	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
05-518-400	Travel and Training - Water Admin	1,199.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
05-518-405	Training - Water Administration	499.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-518-470	Printing and Reproduction - Water Admin	174.51	400.00	400.00	0.00	0.00	400.00	0.00 %
05-518-490	Other Current Charges - Water Admin	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
05-518-510	Office Supplies - Water Admin	341.26	600.00	600.00	0.00	0.00	600.00	0.00 %
05-518-520	Operating Supplies - Water Admin	1,258.33	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
05-518-540	Books, Pub., Sub., & Memberships - Wa	402.63	425.00	425.00	0.00	0.00	425.00	0.00 %
DEPARTMENT TOTAL		207,942.69	239,376.00	239,376.00	20,881.30	20,881.30	218,494.70	8.72 %
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05-533-120	Regular Salary - Water Oper	137,750.19	152,697.00	152,697.00	17,823.28	17,823.28	134,873.72	11.67 %
05-533-130	Other Salaries and Wages - Water Oper	200.33	0.00	0.00	42.15	42.15	(42.15)	0.00 %
05-533-140	Overtime - Water Oper	7,561.14	7,246.00	7,246.00	3,577.01	3,577.01	3,668.99	49.37 %
05-533-210	Fica Taxes - Water Oper	10,965.41	12,236.00	12,236.00	1,611.83	1,611.83	10,624.17	13.17 %
05-533-220	Retirement Contribution - Water Oper	25,303.58	16,421.00	16,421.00	2,919.55	2,919.55	13,501.45	17.78 %
05-533-230	Life & Health Insurance - Water Oper	38,928.56	47,793.00	47,793.00	152.10	152.10	47,640.90	0.32 %
05-533-240	Worker's Compensation - Water Oper	7,022.19	3,488.00	3,488.00	0.00	0.00	3,488.00	0.00 %
05-533-310	PROFESSIONAL SERVICES - ATTORNEY FEES	3,798.86	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
05-533-311	Engineering Services - Water Oper	24,743.75	70,000.00	70,000.00	14,375.00	14,375.00	55,625.00	20.54 %
05-533-312	Professional Services - Other - Water	60,607.05	35,500.00	35,500.00	5,177.50	5,177.50	30,322.50	14.58 %
05-533-313	Professional Services - Polk Regional	1,827.97	3,750.00	3,750.00	909.23	909.23	2,840.77	24.25 %
05-533-314	Professional Services - Samples	3,611.00	5,000.00	5,000.00	610.00	610.00	4,390.00	12.20 %
05-533-400	Travel Expenses - Water Oper	869.16	1,250.00	1,250.00	0.00	0.00	1,250.00	0.00 %
05-533-405	Training - Water Oper	37.50	1,750.00	1,750.00	0.00	0.00	1,750.00	0.00 %
05-533-410	Communication Services - Water Oper	2,678.15	6,000.00	6,000.00	82.89	82.89	5,917.11	1.38 %
05-533-430	Utilities - PW/Utilities Facility Wat	1,561.34	3,000.00	3,000.00	132.88	132.88	2,867.12	4.43 %
05-533-431	Mt. Olive WTP - Utilities - Water Ope	7,198.03	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %

Enterprise Fund Expenditures  
 8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BUDGET	2025 PERCENTAGE REALIZED
05-533-432	Commonwealth WTP - Utilities - Water	4,238.26	2,750.00	2,750.00	0.00	0.00	2,750.00	0.00 %
05-533-433	V.Matt Williams WTP - Utilities - Wat	9,165.76	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
05-533-440	Rentals and Leases - Water Oper	3,329.00	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-460	Repairs and Maintenance - Water Oper	88,719.73	150,000.00	150,000.00	6,899.77	6,899.77	130,267.73	4.60 %
05-533-461	Mt. Olive WTP - Repairs and Maint - W	26,032.57	10,000.00	10,000.00	11,924.87	11,924.87	(1,924.87)	119.25 %
05-533-462	Commonwealth WTP - Repairs and Maint	19,600.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
05-533-463	V.Matt Williams WTP - Repairs and Mai	11,153.60	5,000.00	5,000.00	9,266.43	9,266.43	(4,266.43)	185.33 %
05-533-464	Vehicle Fuel - Water Oper	13,815.35	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
05-533-465	Vehicle Maintenance - Water Oper	8,528.28	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
05-533-466	Public Works/Utilities Facility - Rep	1.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-533-467	Repairs & Maintenance-Equipment - Wat	13,068.25	5,000.00	5,000.00	1,005.37	1,005.37	3,994.63	20.11 %
05-533-470	Printing and Reproduction - Water Ope	0.00	400.00	400.00	0.00	0.00	400.00	0.00 %
05-533-492	Recording & Other Fees - Water Oper	2,200.00	4,440.00	4,440.00	0.00	0.00	4,440.00	0.00 %
05-533-510	Office Supplies - Water Oper	479.05	500.00	500.00	0.00	0.00	500.00	0.00 %
05-533-520	Operating Supplies - Water Oper	15,219.57	15,000.00	15,000.00	117.80	117.80	14,882.20	0.79 %
05-533-521	Mt.Olive WTP - Operating Supplies - W	538.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-533-522	Commonwealth WTP - Operating Supplies	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-533-523	V.Matt Williams WTP - Operating Suppl	21.97	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
05-533-524	Chemicals - Water Oper	23,022.13	17,000.00	17,000.00	767.60	767.60	16,232.40	4.52 %
05-533-526	Meter Supplies - New Installs - Water	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
05-533-527	Meter Supplies - Repairs & Maintenan	28,333.03	100,000.00	100,000.00	2,518.20	2,518.20	97,481.80	2.52 %
05-533-540	Books, Pub., Sub., & Memberships - Wa	557.55	750.00	750.00	0.00	0.00	750.00	0.00 %
05-533-630	Improvements Other than Building - Wa	4,250.00	0.00	0.00	0.00	0.00	0.00	0.00 %
05-533-640	Machinery & Equipment - Water Oper	5,380.80	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
05-533-710	Principal - Water Oper	63,896.00	66,178.00	66,178.00	0.00	0.00	66,178.00	0.00 %
05-533-720	Interest - Water Oper	65,658.84	63,742.00	63,742.00	0.00	0.00	63,742.00	0.00 %
DEPARTMENT TOTAL		741,872.95	986,891.00	986,891.00	79,913.46	79,913.46	894,145.04	8.10 %
Sewer								
05-535-120	Regular Salary - Wages - Sewer Oper	129,774.67	164,222.00	164,222.00	18,866.48	18,866.48	145,355.52	11.49 %
05-535-130	Other Salaries and Wages - Sewer Oper	200.32	0.00	0.00	42.15	42.15	(42.15)	0.00 %
05-535-140	Overtime - Sewer Oper	8,519.71	7,911.00	7,911.00	5,043.48	5,043.48	2,867.52	63.75 %
05-535-210	Fica Taxes - Sewer Oper	10,825.52	13,168.00	13,168.00	1,819.59	1,819.59	11,348.41	13.82 %
05-535-220	Retirement Contribution - Sewer Oper	18,761.92	18,082.00	18,082.00	3,261.61	3,261.61	14,820.39	18.04 %
05-535-230	Life & Health Insurance - Sewer Oper	28,206.42	47,824.00	47,824.00	157.11	157.11	47,666.89	0.33 %

CITY OF POLK CITY

Enterprise Fund Expenditures  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BUDGET	2025 PERCENTAGE REALIZED
05-535-240	Worker#39;s Compensation - Sewer Ope	0.00	3,774.00	3,774.00	0.00	0.00	3,774.00	0.00 %
05-535-310	PROFESSIONAL SERVICES - ATTORNEY FEES	67,763.46	63,750.00	63,750.00	5,000.00	5,000.00	58,750.00	7.84 %
05-535-311	Engineering Services - Sewer Oper	46,456.25	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00 %
05-535-312	Professional Services - Other - Sewer	124,673.34	50,000.00	50,000.00	781.15	781.15	49,218.85	1.56 %
05-535-314	Professional Services - Samples	24,573.73	15,000.00	15,000.00	3,075.00	3,075.00	11,925.00	20.50 %
05-535-400	Travel Expenses - Sewer Oper	121.88	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
05-535-405	Training - Sewer Oper	57.50	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
05-535-410	Communication Services - Sewer Oper	4,136.79	7,000.00	7,000.00	256.15	256.15	6,743.85	3.66 %
05-535-411	Cardinal Hill WWTP - Comm Svcs - Sew	1,768.94	3,000.00	3,000.00	156.71	156.71	2,843.29	5.22 %
05-535-412	Mt. Olive WWTP - Comm Svcs - Sewer O	2,053.80	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-535-430	Utilities - PW/Utilities Facility Sew	8,357.57	11,652.00	11,652.00	263.11	263.11	11,388.89	2.26 %
05-535-431	Cardinal Hill WWTP - Utilities - Sewe	39,858.01	39,700.00	39,700.00	78.82	78.82	39,621.18	0.20 %
05-535-432	Mt. Olive WWTP - Utilities - Sewer Op	9,178.55	7,000.00	7,000.00	359.80	359.80	6,640.20	5.14 %
05-535-460	Repairs and Maintenance - Sewer Oper	85,800.03	556,805.00	556,805.00	57.27	57.27	556,747.73	0.01 %
05-535-461	Cardinal Hill - Repairs and Maint - S	47,697.23	430,000.00	430,000.00	0.00	0.00	430,000.00	0.00 %
05-535-464	Vehicle Fuel - Sewer Oper	8,055.51	12,300.00	12,300.00	0.00	0.00	12,300.00	0.00 %
05-535-465	Vehicle Maintenance - Sewer Oper	19,784.34	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
05-535-466	Public Works/Utilities Facility - Rep	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
05-535-467	Repairs & Maintenance-Equipment - Sew	9,453.84	6,000.00	6,000.00	1,076.36	1,076.36	4,923.64	17.94 %
05-535-470	Printing and Reproduction - Sewer Ope	0.00	100.00	100.00	0.00	0.00	100.00	0.00 %
05-535-480	Promo Activities & Legal Ads - Sewer	349.67	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-490	Other Current Charges - Sewer Oper	500.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
05-535-492	Recording & Other Fees - Sewer Oper	2,600.00	500.00	500.00	0.00	0.00	500.00	0.00 %
05-535-493	Equipment Rental - Sewer Oper	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-535-510	Office Supplies - Sewer Oper	304.44	500.00	500.00	0.00	0.00	500.00	0.00 %
05-535-520	Operating Supplies - Sewer Oper	22,982.51	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
05-535-521	Cardinal Hill WWTP - Operating Suppli	310.17	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-522	Cardinal Hill WWTP - Sludge Hauling	18,553.00	36,000.00	36,000.00	2,790.00	2,790.00	33,210.00	7.75 %
05-535-524	Chemicals - Sewer Oper	33,452.90	40,000.00	40,000.00	4,624.20	4,624.20	35,375.80	11.56 %
05-535-530	Road Materials & Supplies - Sewer Ope	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
05-535-540	Books, Pub., Sub., & Memberships - Se	637.55	500.00	500.00	0.00	0.00	500.00	0.00 %
05-535-630	Improvements Other than Building - Se	1,139.78	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-634	SCADA System - Sewer Oper	0.00	10,010.00	10,010.00	0.00	0.00	10,010.00	0.00 %
05-535-640	Machinery & Equipment - Sewer Oper	7,380.80	0.00	0.00	0.00	0.00	0.00	0.00 %
05-535-650	Construction In Progress - Sewer Oper	21,606.02	565,896.00	565,896.00	1,936.25	1,936.25	563,959.75	0.34 %
05-535-710	Principal - Sewer Oper	355,782.12	366,857.00	366,857.00	0.00	0.00	366,857.00	0.00 %
05-535-712	Principal - DEP Effluent Disposal Loa	27,048.94	27,131.00	27,131.00	0.00	0.00	27,131.00	0.00 %
05-535-720	Interest - Sewer Oper	258,566.12	248,725.00	248,725.00	0.00	0.00	248,725.00	0.00 %
05-535-722	Interest - DEP Effluent Disposal Loan	1,580.80	1,499.00	1,499.00	0.00	0.00	1,499.00	0.00 %



Enterprise Fund Expenditures  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 ACTUALS	2025 ADOPTED BUDGET	2025 ADJ BUDGET	2025 MTD EXPENSES	2025 YTD EXPENSES	2025 AVAIL BUDGET	PERCENTAGE REALIZED
DEPARTMENT TOTAL		1,448,874.15	2,896,406.00	2,896,406.00	49,645.24	49,645.24	2,846,760.76	1.71 %
EF Non-Departmental								
05-590-310	Professional Services - Non-Dept	17,391.95	12,500.00	12,500.00	994.00	994.00	11,506.00	7.95 %
05-590-320	Accounting and Auditing - Non-Dept	41,991.44	61,000.00	61,000.00	1,452.23	1,452.23	59,547.77	2.38 %
05-590-440	Rentals and Leases - Non-Dept	5,883.75	5,500.00	5,500.00	387.65	387.65	5,112.35	7.05 %
05-590-450	Liability Insurance - Non-Dept	89,529.50	115,000.00	115,000.00	99,526.50	99,526.50	15,473.50	86.54 %
05-590-510	Office Supplies - Non-Departmental	852.58	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-590-520	Operating Supplies - Non-Dept	11,673.65	12,000.00	12,000.00	414.49	414.49	11,585.51	3.45 %
05-590-521	Emergencies & Contingencies - Operati	12,206.13	20,000.00	20,000.00	21,631.31	21,631.31	(1,631.31)	108.16 %
05-590-525	Uniforms - Non Dept	5,187.76	4,200.00	4,200.00	483.16	483.16	3,716.84	11.50 %
05-590-528	Postage - Non-Dept	376.90	500.00	500.00	0.00	0.00	500.00	0.00 %
05-590-540	Books, Pub., Sub., & Memberships -NON	12,874.62	16,000.00	16,000.00	0.00	0.00	16,000.00	0.00 %
05-590-550	Pre-Employment Exam/Drug Test	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
05-590-551	Immunizations - Employees	61.00	500.00	500.00	0.00	0.00	500.00	0.00 %
05-590-552	DOT Testing	0.00	500.00	500.00	0.00	0.00	500.00	0.00 %
05-590-553	Employee Meeting/Awards	926.30	750.00	750.00	0.00	0.00	750.00	0.00 %
05-590-554	Employee Holiday Dinner	1,027.81	1,750.00	1,750.00	0.00	0.00	1,750.00	0.00 %
05-590-605	Depreciation - Right to Use Leased As	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
05-590-630	Improvements Other than Bldg - Non-De	3,532.50	0.00	0.00	0.00	0.00	0.00	0.00 %
05-590-725	Interest - Right to Use Leased Assets	0.00	600.00	600.00	0.00	0.00	600.00	0.00 %
05-590-940	Reserves - Unrestricted Reserves NON-	0.00	6,889.00	6,889.00	0.00	0.00	6,889.00	0.00 %
05-590-992	Unemployment Claims - Non-Dept	50.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
05-590-994	Bank Fees - Non-Dept	531.71	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
05-590-995	Refund of Overpayments - Non-Dept	456.05	2,500.00	2,500.00	(85.12)	(85.12)	2,585.12	(3.40) %
05-590-996	Bad Debt - Non-Dept	790.69	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
05-590-999	Other - Non-Operating Charges - Non-D							
DEPARTMENT TOTAL		205,344.34	271,189.00	271,189.00	124,804.22	124,804.22	146,384.78	46.02 %
Enterprise Fund Revenues Total								
		2,779,246.43	4,393,862.00	4,393,862.00	218,288.79	218,288.79	4,175,573.21	4.97 %
Enterprise Fund Expenditures Total								
		-2,604,034.13	-4,393,860.00	-4,393,860.00	-275,244.22	-275,244.22	-4,118,617.78	6.26 %
Total Revenue vs. Expenditures		175,212.30	2.00	2.00	-56,955.43	-56,955.43	56,955.43	

CITY OF POLK CITY  
Simple Balance Sheet

For Fiscal Year: 2025 thru Month: Oct  
Fund: 08 SPECIAL REVENUE FUND - GF IMPACT FEES

Account Number	Account Title	Ending Bal	Net Amount
08-101-100	GF Police Public Safety Impact Fees	22,284.53	
08-101-101	GF Fire Public Safety Impact Fees	11,388.84	
08-101-102	GF Recreation Impact Fees	34,325.39	
08-101-103	GF Gen Gov't Facilities Impact Fees	57,091.25	
08-151-100	Investments - FL SAFE GF Police Public Safety	236,537.90	
08-151-101	Investments - FL SAFE GF Fire Public Saf...	150,131.86	
08-151-102	Investments - FL SAFE GF Recreation	448,946.81	
08-151-103	Investments - FL SAFE GF Facilities	498,617.81	
	** TOTAL ASSET**		1,459,324.39
	** TOTAL LIABILITY**		0.00
	** TOTAL ENCUMBRANCE**		0.00
08-271-100	Fund Balance Unreserved	1,453,707.85	
	** TOTAL EQUITY**		1,453,707.85
	** TOTAL REVENUE**		5,616.54
	** TOTAL EXPENSE**		0.00
	TOTAL LIABILITY AND EQUITY		1,459,324.39

CITY OF POLK CITY

GIF Special Revenues  
Budget Revenues  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 PRIOR YR REVENUE	2025 ANTICIPATED REVENUE	ADJ ANTICIPATED	2025 CURRENT REVENUE	YTD REVENUE	2025 (EXCESS)/DEFICIT	2025 PERCENTAGE REALIZED
REVENUES								
08-324-100	Police - Public Safety Impact Fee	2,579.96	90,298.00	90,298.00	0.00	0.00	90,298.00	0.00 %
08-324-110	Fire/Rescue - Public Safety Impact Fe	1,380.44	48,315.00	48,315.00	0.00	0.00	48,315.00	0.00 %
08-324-610	Parks & Recreation Impact Fee	4,160.64	145,622.00	145,622.00	0.00	0.00	145,622.00	0.00 %
08-324-710	Public Facilities Impact Fee	6,992.04	244,721.00	244,721.00	0.00	0.00	244,721.00	0.00 %
08-361-200	Interest/Dividends - FL SAFE	69,873.29	60,000.00	60,000.00	5,616.54	5,616.54	54,383.46	9.36 %
DEPARTMENT TOTALS		84,986.37	588,956.00	588,956.00	5,616.54	5,616.54	583,339.46	0.95 %
EXPENDITURES								
08-521-930	Reserves - Police Public Safety Impac	0.00	90,298.00	90,298.00	0.00	0.00	90,298.00	0.00 %
08-521-931	Reserves - Police Public Safety Int/D	0.00	14,133.00	14,133.00	0.00	0.00	14,133.00	0.00 %
08-522-930	Reserves - Fire Public Safety Impact	0.00	48,315.00	48,315.00	0.00	0.00	48,315.00	0.00 %
08-522-931	Reserves - Fire Public Safety Int/Div	0.00	8,705.00	8,705.00	0.00	0.00	8,705.00	0.00 %
08-539-930	Reserves - Public Facility Impact Fee	0.00	145,622.00	145,622.00	0.00	0.00	145,622.00	0.00 %
08-539-931	Reserves - Public Facility Int/Divide	0.00	14,388.00	14,388.00	0.00	0.00	14,388.00	0.00 %
08-572-930	Reserves - Parks & Rec Impact Fees	0.00	244,721.00	244,721.00	0.00	0.00	244,721.00	0.00 %
08-572-931	Reserves - Parks & Rec Int/Dividends	0.00	22,774.00	22,774.00	0.00	0.00	22,774.00	0.00 %
DEPARTMENT TOTALS		0.00	588,956.00	588,956.00	0.00	0.00	588,956.00	0.00 %
GF Impact Fee Fund Revenues Total		84,986.37	588,956.00	588,956.00	5,616.54	5,616.54	583,339.46	0.95%
GF Impact Fee Fund Expenditures Total		-260,784.17	-588,956.00	-588,956.00	0.00	0.00	588,956.00	0.00%
Total Revenue vs. Expenditures		-175,797.80	0.00	0.00	5,616.54	5,616.54	1,172,295.46	

CITY OF POLK CITY  
 Simple Balance Sheet

For Fiscal Year: 2025 thru Month: Oct  
 Fund: 09 SPECIAL REVENUE FUND - EF IMPACT FEES

Account Number	Account Title	Ending Bal	Net Amount
09-101-800	EF Sewer Impact Fee Account	478,140.04	
09-101-900	EF Water Impact Fee Account	148,785.57	
09-151-800	Investements - Sewer Impact	1,817,826.49	
09-151-900	Investements - Water Impact	295,577.66	
	** TOTAL ASSET**		2,740,329.76
	** TOTAL LIABILITY**		0.00
	** TOTAL ENCUMBRANCE**		0.00
09-271-100	Unreserved Fund Balance	2,727,645.92	
	** TOTAL EQUITY**		2,727,645.92
	** TOTAL REVENUE**		12,683.84
	** TOTAL EXPENSE**		0.00
	TOTAL LIABILITY AND EQUITY		2,740,329.76

EFIF Special Revenues  
8.33 % Yr Complete For Fiscal Year: 2025 / 10

G/L ACCOUNT	DESCRIPTION	2024 PRIOR YR REVENUE	2025 ANTICIPATED REVENUE	ADJ ANTICIPATED	2025 CURRENT REVENUE	YTD REVENUE	2025 (EXCESS)/DEFICIT	2025 PERCENTAGE REALIZED
REVENUES								
TOTAL AR								
09-324-210	Water Capital Connection Charge	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
09-324-220	Wastewater Capital Connection Charge	24,211.00	244,580.00	244,580.00	3,794.00	3,794.00	240,786.00	1.55 %
09-361-200	Interest/Dividends - FL SAFE	39,735.00	618,100.00	618,100.00	0.00	0.00	618,100.00	0.00 %
		110,595.20	100,000.00	100,000.00	8,889.84	8,889.84	91,110.16	8.89 %
	DEPARTMENT TOTALS	174,541.20	962,680.00	962,680.00	12,683.84	12,683.84	949,996.16	1.32 %
EXPENDITURES								
09-533-650	Construction In Progress - Water IF S	91,133.57	91,544.00	91,544.00	0.00	0.00	91,544.00	0.00 %
09-533-930	Reserves - Water Impact Fees	0.00	153,036.00	153,036.00	0.00	0.00	153,036.00	0.00 %
09-533-931	Reserves - Water Int/Dividends	0.00	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
09-535-650	Construction In Progress - Sewer IF S	0.00	315,000.00	315,000.00	0.00	0.00	315,000.00	0.00 %
09-535-930	Reserves - Sewer Impact Fees	0.00	303,100.00	303,100.00	0.00	0.00	303,100.00	0.00 %
09-535-931	Reserves - Sewer Int/Dividends	0.00	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
	DEPARTMENT TOTALS	91,133.57	962,680.00	962,680.00	0.00	0.00	962,680.00	0.00 %
EF Impact Fee Fund Revenues Total								
		174,541.20	962,680.00	962,680.00	12,683.84	12,683.84	949,996.16	1.32 %
EF Impact Fee Fund Expenditures Total								
		-91,133.57	-962,680.00	-962,680.00	0.00	0.00	-962,680.00	0.00 %
Total Revenue vs. Expenditures								
		83,407.63	0.00	0.00	12,683.84	12,683.84	-12,683.84	

## OCTOBER 2024

### CIRCULATION

ADULT BOOKS	707
JUVENILE BOOKS	1,001
<b>TOTAL CIRCULATION</b>	<b>1,708</b>

### NEW BORROWERS

IN CITY	7
IN COUNTY	9
<b>TOTAL NEW BORROWERS</b>	<b>16</b>

### NUMBER OF PROGRAMS

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

### PROGRAM ATTENDANCE

ADULT	5
JUVENILE	
YOUNG ADULT	
<b>TOTAL ATTENDANCE</b>	<b>5</b>

### REFERENCE QUESTIONS

PHONE CALLS	80
-------------	----

### NUMBER OF COMPUTER USERS

81

### TOTAL PATRONS

539

Prepared by:

*Hannah Ulloha*

Library Director

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

*STATISTICAL DATA*

West Division

Date: November 6, 2024 Northwest District

To: Patricia Jackson, City Manager

From: Deputy Christina Poindexter #7376

Subject: Statistical Report for October 2024

ACTIVITY	
FELONY ARREST	1
AFFIDAVITS FELONY	0
MISDEMEANOR ARREST	4
AFFIDAVITS MISDEMEANOR	0
OUT OF COUNTY/STATE WARRANT ARRESTS	0
PROCAP WARRANT ARREST	0
TOTAL ARRESTS	5
SEARCH WARRANTS	0
FIELD INTERROGATION REPORTS	0
TRAFFIC CITATIONS	9
INTELLIGENCE REPORTS	0
STOLEN PROPERTY RECOVERED	0
HRS. TRANSPORTING/ AGENCIES/DIVISIONS	0
OFFENSE REPORTS	17
NARCOTICS SEIZED	0
ASSETS SEIZED	0
PATROL NOTICES	0
FOXTROT REPORTS	12
TOW-AWAY NOTICES	0
COMMUNITY CONTACTS	625
TRAFFIC STOPS	14
TOTAL DISPATCHED CALLS FOR SERVICE	82

In October 2024, there were zero (0) PROCAP captured crimes as compared to zero (0) in October 2023. In all for 2024 we are sitting at 18 Pro-Cap related crimes compared to 17 Pro-Cap crimes reported by this time in 2023 In an attempt to eliminate any further increase in crimes, myself and the Detail Deputies are working hard in identifying suspicious individuals who are new in the area. Several traffic stops are being conducted on Berkley Rd. North bound, due to "No Thru Trucks" signs installed, as well as throughout the entire city limits. The amount of Semi's utilizing Berkley Rd. heading North bound has drastically reduced.

CaseNo	Inc From	Inc To	DOW	Location	Narrative	Det	PRINTS	VIDFO	CASE STATUS
<b>BURGLARY BUSINESS</b>									
<b>RETAIL THEFT</b>									
<b>UNFOUNDED / RECLASSIFIED CASES</b>									

Department of Law Enforcement																																
Pala City - 2023 - 2024																																
	January		February		March		April		May		June		July		August		September		October		November		December		YTD Totals		Monthly Change		YTD Average			
	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024		
Robbery	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Burg Business	0	1	0	0	0	0	0	0	0	2	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Burg Residence	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Burg Structure	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Burg Conveyance	0	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Theft	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Theft	0	0	1	0	0	0	0	0	0	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Petit Theft	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mail Theft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Retail Theft	0	2	0	0	0	0	0	0	1	2	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Criminal Mischief	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	2	6	2	1	0	0	2	0	1	5	4	1	2	0	1	1	3	4	0	0	1	0	3	0	17	18	-400%	1.9	2.0			
% Change	200%		-50%		N/A		N/A		400%		-75%		N/A		0%		33%		N/A		N/A		N/A		6%		-400%		1.9		2.0	



# Public Works & Utilities Report

October 2024

## **Public Works Department- Work Orders: Total 126**

Building Maintenance: 11  
Custodial Services Bronson Center: 1  
Vehicle/Equipment Maintenance: 5  
Event Set-Up/Inspection: 2  
Landscaping/Mowing: 23  
Parks and Recreation: 12  
Stormwater: 2  
Street signs: 9  
Trash Parks and Facilities: 7  
Trash Roads and Streets: 6  
Tech Support: 4  
Streets Repair and Maintenance: 1  
Hurricane Natural Disaster: 45

## **Utilities Department- Work Orders: Total 307**

Turn-On: 29  
Temporary Shut-Off: 23  
Turn-Off: 21  
Turn Back On From Shut Off List: 21  
Install water: 2  
Locates: 2  
Meter Maintenance: 101  
WWTP Repair and Maintenance: 26  
WTP Repair Maintenance: 20  
Mis-Reads: 258  
Water Leaks: Jacob water plant. Woodview Dr.  
Sewer Calls: 1  
Lift Station Maintenance: 1  
Hydrant Maintenance : 1  
Hurricane Natural Disaster: 51  
Repair Sewer Line 9008 Sarah Dr.  
Continue Flushing fire Hydrants

# *Utility Billing Report*

## *October 2024*

New Accounts Established: 24  
Final/Terminated Service: 16  
Bills Processed: 2,715  
Email/ Bill Customers: 2,103  
Work Orders Processed:  
Lock off for Nonpayment: 23  
Nonpayment fees (\$50): 40  
Billed Consumption: 11,206,000  
Billed/Revenue: \$ 273,620.62  
Residential Billing: 2,622  
Irrigation Billing: 589  
Commercial Billing: 94  
Building Rentals Activity/Bronson Center/Freedom Park: 18

### **On Going Projects**

-Process Deposit Refunds

-Working with the Utilities Department in Diamond Maps to verify that all meter information is correct.

-Process monthly Adjustment Reconciliations, Zero Charge Reports and Cycle D (Debt Consolidation).

-Meter Replacement Program

### **Staff Objectives**

Continuing efforts on changeouts from 3g to 4g, reroute meters into walking order. Continue to work with staff to write procedures for Utility Billing. Continuing efforts in auditing accounts. Working with Master Meter to replace meters with issues.

Respectfully Submitted by:

**Chasity Guinn**

Utility Billing Supervisor

**City Commission Meeting  
November 19, 2024**

**CONSENT AGENDA (OTHER) #1:      PLANNING ADVISORY SERVICES AGREEMENT WITH  
CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:**

Planning Advisory Services Agreement with Central Florida Regional Planning Council (CFRPC)

**ATTACHMENT:**

- Planning Services Agreement with CFRPC

**ANALYSIS:**

Staff would like to engage with Central Florida Regional Planning Council to provide professional planning services for Comprehensive Plan Amendments, Rezoning, large project review, subdivision review, minor revisions to the Land Development Regulations, Comprehensive mapping services, update to the Capital Improvements Element and Plan, and Grant writing.

This is a Fixed Fee Agreement amount of \$35,000 for FY 2024-25. The fees are to be paid in four (4) payments as listed below.

Upon Execution of Agreement - \$8,750  
January 1, 2025 - \$8,750  
April 1, 2025 - \$8,750  
July 1, 2025 - \$8,750

**STAFF RECOMMENDATION:**

Staff is recommending approval of the Planning Advisory Services Agreement with Central Florida Regional Planning Council in the amount of \$35,000.



November 12, 2024

Ms. Patricia Jackson, City Manager  
City of Polk City  
123 Broadway Blvd. SE  
Polk City, FL 33868  
[Patricia.Jackson@mypolkcity.org](mailto:Patricia.Jackson@mypolkcity.org)

**Via Email**

**RE: CFRPC Planning Advisory Services Agreement**

Dear Ms. Jackson:

Enclosed please find a Planning Advisory Services (PAS) Agreement for the CFRPC to provide professional planning services to Polk City for the 2024-2025 Fiscal Year.

The PAS Agreement is for \$35,000. There is no increase from FY 2023-2024. The PAS includes continued professional planning services to the City as indicated in Attachment A, I-III of the agreement including but not limited to assistance with the following:

- Comprehensive plan amendments;
- Rezoning;
- Large project reviews;
- Subdivision reviews;
- Minor revisions to the Code of Ordinances related to land development; and
- Comprehensive GIS mapping services.

Please contact me if you have any questions or concerns regarding the enclosed agreement. Please sign the enclosed agreement and return them to the CFRPC to my attention. We will return the agreement to your attention following signature of the CFRPC. Please note the signed agreement may be scanned and emailed to the CFRPC to my attention at [jcodosalisbury@cfrpc.org](mailto:jcodosalisbury@cfrpc.org). A hard copy is not necessary.

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

Sincerely,

Jennifer Codo-Salisbury, MPA, AICP  
Executive Director

Attachment: Planning Advisory Services (PAS) Agreement



## PLANNING ADVISORY SERVICES AGREEMENT

with

**POLK CITY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and **Polk City** (hereinafter referred to as the "CITY").

### **BACKGROUND**

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

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

### **I. GENERAL**

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

### **II. SCOPE OF WORK**

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services

detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

### **III. COMPENSATION**

This is a fixed fee agreement. The fixed fee for Planning Services (I-VII in Attachment A) is **\$35,000 (thirty-five thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for Planning Services of **\$35,000 (thirty-five thousand dollars)** to be paid in four (4) payments, beginning Upon Execution of this Agreement with a final payment due July 1, 2025. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

Upon execution of Agreement	\$8,750
January 1, 2025	\$8,750
April 1, 2025	\$8,750
July 1, 2025	\$8,750

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

### **IV. PERIOD OF AGREEMENT**

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

### **V. MODIFICATION OF AGREEMENT**

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

### **VI. TERMINATION**

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

**VII. COMPLIANCE WITH LAWS**

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

**VIII. PERSONNEL**

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

**IX. DATA TO BE FURNISHED TO COUNCIL**

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

**X. RIGHT TO WORK PRODUCTS**

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

**XI. ASSIGNMENT**

This Agreement shall not be assignable.

**XII. TERMS AND CONDITIONS**

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

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

**POLK CITY**

**CENTRAL FLORIDA REGIONAL  
PLANNING COUNCIL**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Codo-Salisbury,  
Executive Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Approved as to legal form and sufficiency:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Council Attorney



Polk City  
SCOPE OF WORK FOR FY 2024-2025

**GENERAL PLANNING SERVICES**

**I. GROWTH MANAGEMENT ADMINISTRATION**

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

**II. ROUTINE MAPPING (ON GIS BASE MAP)**

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

**III. LARGE SCALE PLAN REVIEW**

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

## **SPECIALIZED PLANNING SERVICES**

### **IV. CAPITAL IMPROVEMENTS ELEMENT (CIE)**

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

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

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

### **V. GRANTS: ASSISTANCE**

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

**City Commission Meeting  
November 19, 2024**

**AGENDA ITEM #1:           Grand Marshal Selection**

       INFORMATION ONLY  
**X** ACTION REQUESTED

---

**ISSUE:**

Grand Marshal Selection

**ATTACHMENT:**

N/A

**ANALYSIS:**

During the September 17, 2024 City Commission Meeting, Dr. Regina Proutsos and Dr. Rachel Bouton, co-owners of Outback Animal Hospital were nominated to serve as Polk City's 2024 Christmas Parade Grand Marshal. The City Commission provided a consensus for both doctors to serve.

Unfortunately, Drs. Proutsos and Bouton had to decline due to a previous commitment.

Therefore, this item is being brought back to the City Commission to request new names for the selection of Polk City's 2024 Christmas Parade Grand Marshal.

**STAFF RECOMMENDATION:**

Approve the selection as Polk City's 2024 Christmas Parade Grand Marshal.

City Commission Meeting  
November 19, 2024

**AGENDA ITEM #:2**

**Gametime Playground Equipment**

INFORMATION ONLY  
 ACTION REQUESTED

---

**ISSUE:**

Playground Equipment

**ATTACHMENT:**

Slideshow Presentation (will also be shown during the Meeting)

**ANALYSIS:**

Brady Ruselink from GameTime Dominica Recreation Products will be at the City Commission Meeting with a full presentation on a wide variety of playground equipment. Freedom Park and McManigle Park's playground equipment have all exceeded their useful life. Therefore, it is necessary that the equipment be replaced.

**STAFF RECOMMENDATION:**

For information purposes at this time

# Freedom Park - Polk City



Freedom Park  
Polk City, Iowa  
Photo: [unreadable]

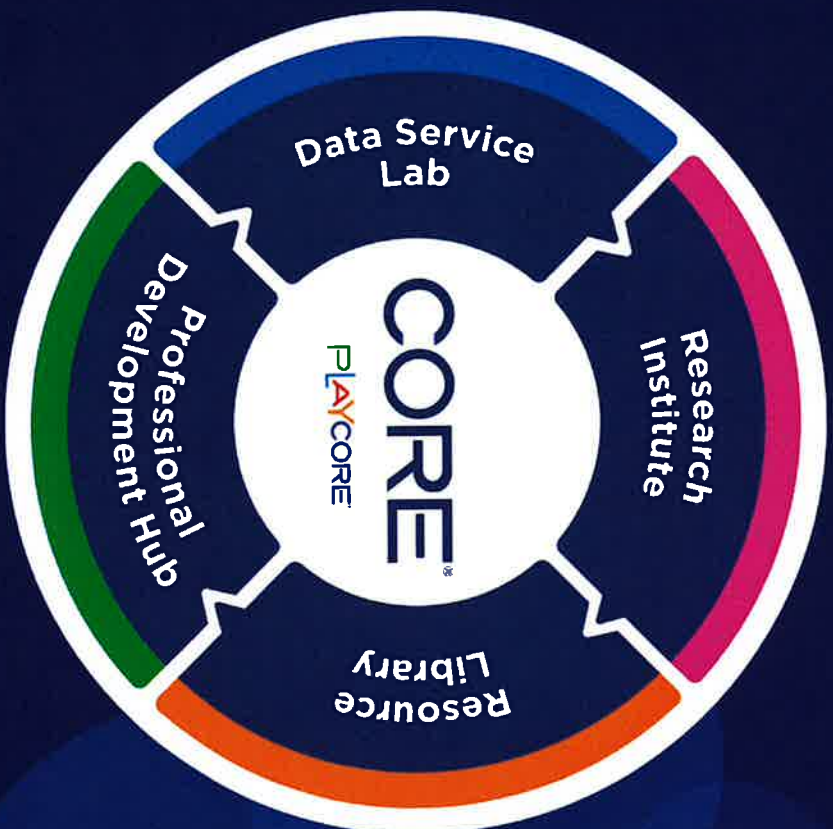


Freedom Park  
Polk City, Iowa  
Photo: [unreadable]



Freedom Park  
Polk City, Iowa  
Photo: [unreadable]

CORE



# CORE

Center for Outreach, Research & Education

*Turning research into practice*

PLAYCORE



Nisha D. Bodchayev,  
PhD, MCGP, MPH  
Georgia Tech University



Eadic Brestel, PhD  
Utah State University



Susan Brown, MD  
The National Institute for PwC



Timothy A. Brzezinski, PhD  
University of Utah



Kathleen G. Burris, EdD  
Middle Tennessee State  
University



Paul Chandler, PhD  
West Virginia University



Keith Christman, PhD  
Utah State University



Terry Conway, PhD  
San Diego State University



Nisha Cozza, PhD  
NC State University



Brian Dauterhaue, PhD  
University of Northern Colorado



Heather Ewert, PhD  
University of Kentucky



Megan Ewert, PhD  
NC State University



Aaron Hogg, PhD  
NC State University



Melissa Hughes, PhD  
The Atlantic Group



Trish-Lan Liu, DGA  
Auburn University



Terry Liguori, PhD  
University of West Florida



Marybeth Linn, PhD  
Louisiana State University



Thom Mackenzie, PhD  
San Diego State University



M. Renise Umlandt Meyer  
Baylor University



Nardiana McCrear, PhD  
Texas Tech University



Robin Meora,  
DHA Arch, MEdP, ASLA  
NC State University



Elizabeth 'Betsy' Nagle,  
PhD, FACSM  
University of Pittsburgh



Jacquelyn Hagler Zera, PhD  
John Carroll University



Gil Penabazka  
MBA, PhD, MCSP  
B-Bio OHSU, World Urban Parks



Keriya Pollock Ayres, PhD, MPH  
Johns Hopkins Bloomberg  
School of Public Health



Allison Paula, PhD  
Arizona State University



Randall S. Rousemeyer, PhD  
Professor of Applied Economics,  
Oregon State University



Jim Salko, PhD  
University of California  
San Diego



Michael Sisk,  
MD, JD, MPH, FACS  
Camogie Health System



John Suterby, PhD  
University of Texas San Antonio



Hendrik Tamela, PhD  
University of Texas at Austin



Hannah Thompson, PhD, MPH  
Assistant Research Professor, UNC



Collin A. Webster, PhD  
University of South Carolina

[Playcore.com/research](https://playcore.com/research)

A professional seminar or training session. A man in a blue suit is speaking to a group of people seated at tables. The scene is dimly lit, focusing on the speaker and the audience members in the foreground.

# Professional Development

Seminars, Webinars, CEU Training



# NATIONAL DEMONSTRATION SITE NETWORK

Recognizing Communities for  
Turning Research Into Practice



# NATIONAL DEMONSTRATION SITE BENEFITS



## Receive Recognition

NDS Map

Welcome Kit

Project of Excellence Award

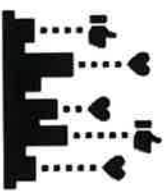
Marketing Toolkit



**Congratulations!**

Thank you for your commitment to advancing play and recreation and helping children thrive.

CORE



# DEMONSTRATE IMPACT

Receive Customized Data Reports for Your NDS

1

**Automatically  
Receive  
Before  
Opening**



**WHO can this Site Impact?**  
Local data points describe the impact your NDS will have on the area drawing population.

2

**Request  
60+ Days  
Post  
Opening**



**WHAT is Actually Happening at the Site?**  
Mobility data (60+ days post opening) describes the pre and post usage outcomes and the estimated health savings.

3

**50+ Scans  
Post  
Opening**



**HOW are Users Responding?**  
Self-reported user sentiments and usage outcomes after reaching 50+ signage scans from users of your NDS.



## National Demonstration Sites:

### ENCOURAGE REPEAT VISITATIONS

*97% of site visitors say they will return again in the near future.*

### DEMONSTRATE HEALTH & WELLNESS

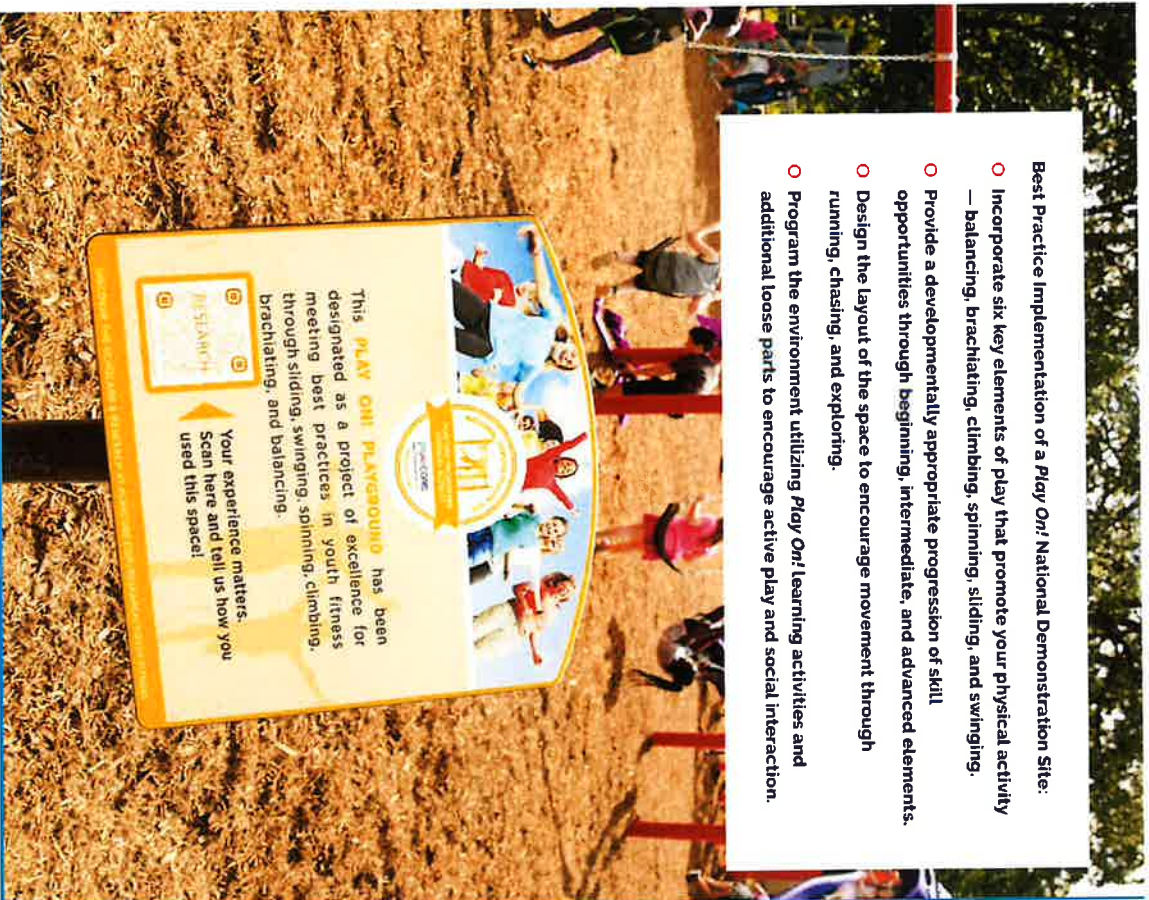
*99% of site visitors were active.*

### PROMOTE RECOMMENDED PHYSICAL ACTIVITY

*96% of site visitors are active at the site for 30 minutes or longer.*

### CLAIM VISITOR SATISFACTION

*98% of site visitors are satisfied with their visit.*



**Best Practice Implementation of a Play Or! National Demonstration Site:**

- Incorporate six key elements of play that promote your physical activity — balancing, brachiating, climbing, spinning, sliding, and swinging.
- Provide a developmentally appropriate progression of skill opportunities through beginning, intermediate, and advanced elements.
- Design the layout of the space to encourage movement through running, chasing, and exploring.
- Program the environment utilizing Play Or! learning activities and additional loose parts to encourage active play and social interaction.

**1. BALANCING**

- Increases understanding of efficient body positioning and control, principles of gravity, equilibrium, base of support, and counterbalancing
- Promotes muscular strength and endurance throughout the entire body

**2. SLIDING**

- Enhances core stability, dynamic balance, and leg and hip flexibility.
- Provides body and spatial awareness experience.

**3. BRACHIATING**

- Improves muscular strength and endurance.
- Promotes hand-eye coordination and rhythmic body movement

**4. SPINNING**

- Develops kinesthetic awareness and postural control
- Improves understanding of speed, force, and directional qualities of movement

**5. CLIMBING**

- Enhances spatial awareness and coordination
- Fosters whole-body muscular strength, endurance, and flexibility.

**6. SWINGING**

- Promotes aerobic fitness, muscular force, and whole-body awareness
- Emphasizes the importance of timely energy transfer during movement.





# Direct Bolt Technology



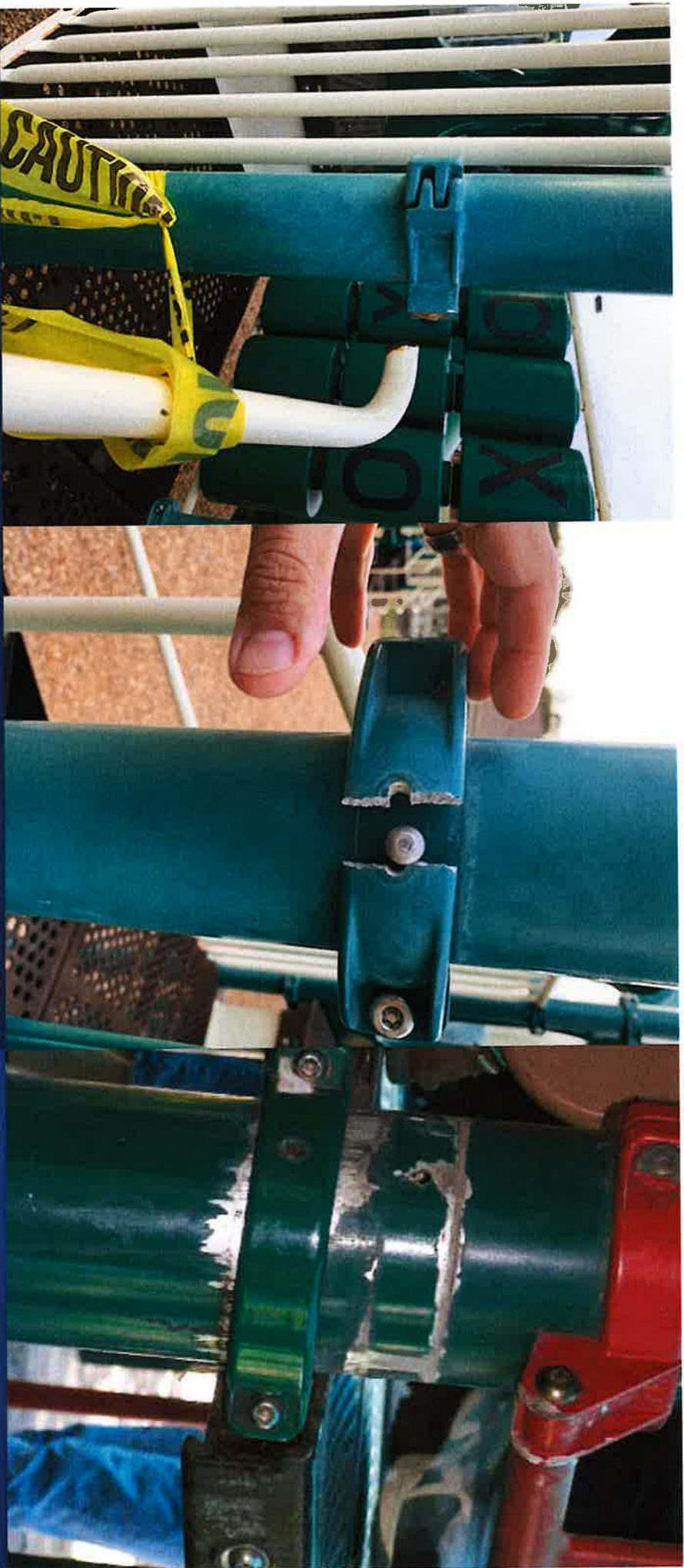


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GameTime manufacturing means every upright has computer located inserts for all attachments

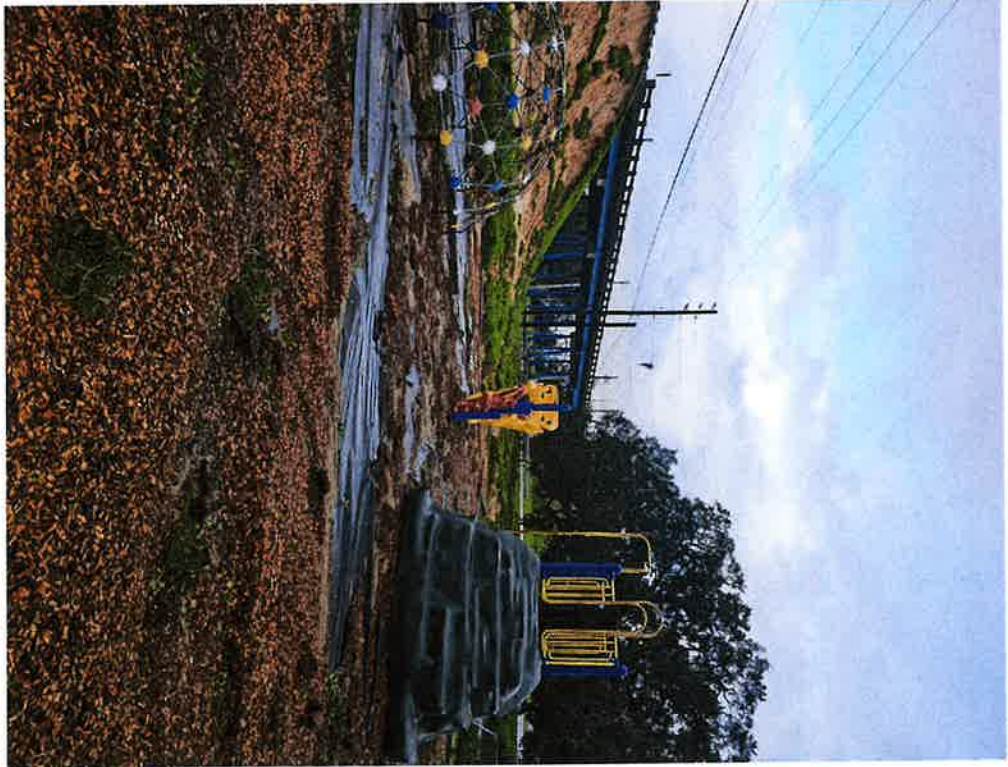
**During installation clamps must be:**

- **Measured**
- **Aligned**
- **Adjusted**

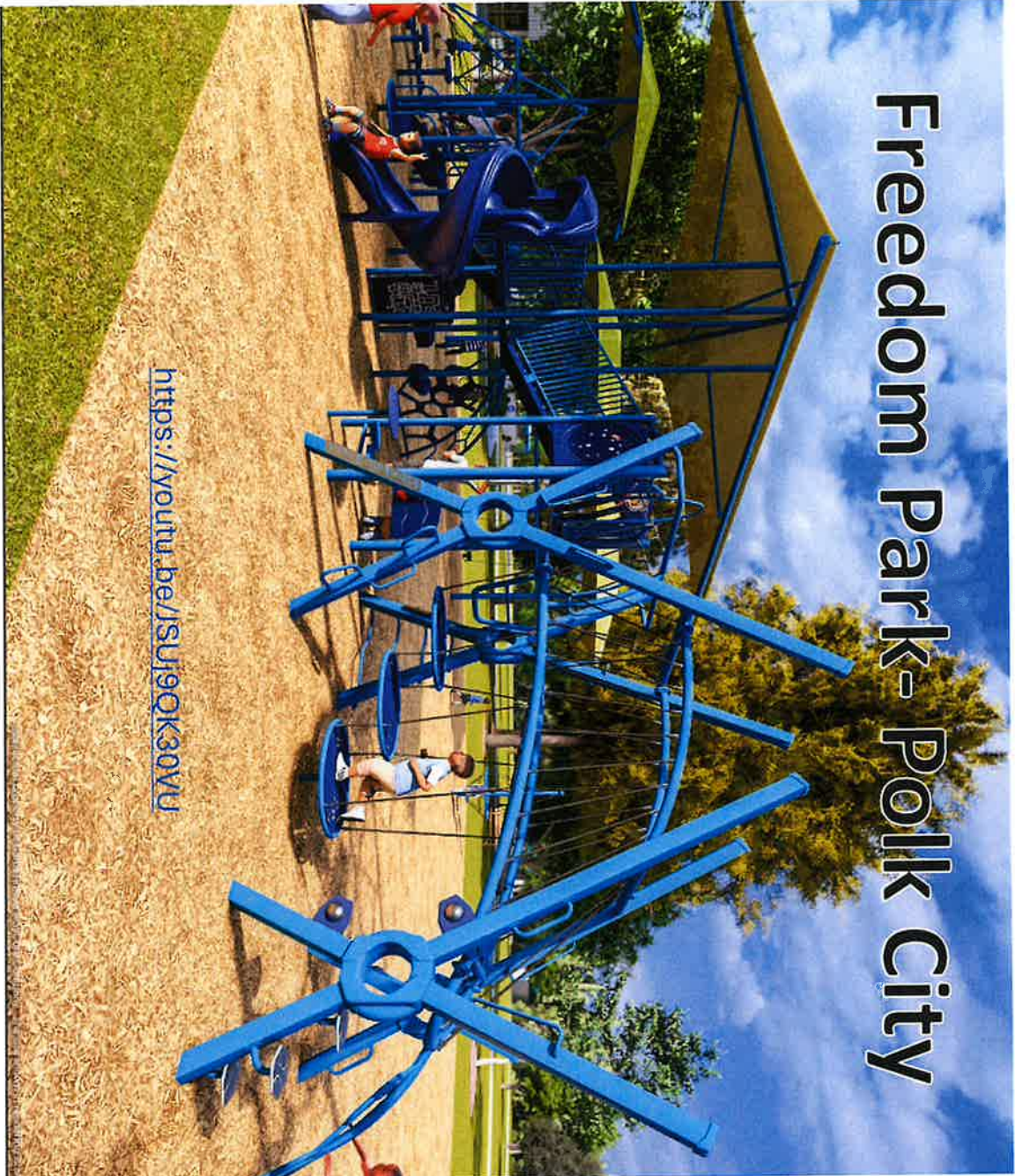


Clamp Catastrophic Failure





# Freedom Park- Polk City



<https://youtu.be/SUj9OK30VU>



**City Commission Meeting  
November 19, 2024**

**AGENDA ITEM #:3**

**Potable Water System Intra-System Interconnect  
Improvements**

       INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:**

Potable Water System Intra-System Interconnect Improvements

**ATTACHMENTS:**

- Construction Services Agreement with Odom Contracting, LLC
- Polk City purchase of parts and supplies from Empire Pipe

**ANALYSIS:**

As part of the Water and Sewer Master Plan, one of the projects is the Potable Water System Interconnect Improvements Project. The City is a municipal corporation duly organized pursuant to the laws of the State of Florida with the authority to contract for construction services involving the Water System Intra-System Interconnect Improvements project, per the Construction Plans and Technical Specifications, both dated April 1, 2024, which are hereby incorporated reference in this Agreement, and Polk City desires to have these construction services performed by Contract in accordance with the terms and conditions of this Agreement.

Odom Contracting, LLC, has submitted a signed bid document for this project in the amount of \$43,950 on 11/6/2024. The bid form is attached as part of the Construction Services Agreement. Please refer to the attached contract with bid document.

Polk City will purchase parts and supplies from Empire Pipe for this project in the amount of \$33,426.33, which includes a vault with hatch doors. Please refer to the attached quotes. There was only one quote that had all of the supplies and parts needed for this project.

Staff is recommending Odom Contracting, LLC, as the contractor, which will be one approval, and the second approval will be for the City to purchase all parts and supplies for the project. There will be two motions that need to be made.

**STAFF RECOMMENDATION:**

- 1) Motion to approve Contract with Odom Contracting, LLC, in the amount of \$43,950.00
- 2) Motion to approve the City's purchase of parts and supplies in the amount of \$33,426.33

## CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereafter "Agreement") is effective this \_\_\_\_ day of November, 2024, ("Effective Date") between Odom Contracting, LLC, a Florida limited liability company authorized to do business in the State of Florida (hereinafter "Contractor") and Polk City, Florida, a municipal corporation created under the laws of the State of Florida (hereafter "City"). Contractor and the City are collectively referred to as the "Parties" (or individually as a "Party").

1. City is a municipal corporation duly organized pursuant to the laws of the State of Florida with the authority to contract for construction services involving the provision of all materials, equipment, and labor necessary to complete the City's Potable Water System Intra-System Interconnect Improvements project per the Construction Plans and Technical Specifications, both dated April 1, 2024 which are hereby incorporated by reference in this Agreement (hereafter "construction services"), and City desires to have these construction services performed by Contractor in accordance with the terms and conditions of this Agreement.

2. The City desires to employ Contractor in connection thereof upon the terms and conditions hereinafter set forth, and Contractor is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions.

3. Contractor agrees to perform these services for City under the terms and conditions set forth in this Agreement.

**ACCORDINGLY**, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

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

**SECTION 2. SCOPE OF SERVICES & DESCRIPTION OF WORK.** Contractor shall perform the construction services within the specified Contract Time of 90 calendar days to final completion from the effective date of the Agreement. Each Party will promptly inform the other in writing if facts are discovered that indicate that this Agreement or Scope of Work may need to be modified. Unless otherwise provided herein, Contractor shall not be required to perform any additional services unless the Amendment sets forth the scope of the additional services and any adjustment in compensation for, and/or the time to perform, such additional services.

**SECTION 3. PAYMENT OF COMPENSATION FOR SERVICES.** Contractor has provided the City with a Bid Form, dated 11/6/2024, for a total of \$43,950.00. A copy of the Bid Form is hereby accepted by the City and is incorporated into this Agreement as Exhibit "A." Unless otherwise agreed, Contractor will invoice City monthly for services completed, or expenses incurred, in accordance with the payment basis and markup

values set forth in Exhibit "A." Payment of Contractor invoices shall be due upon receipt by City. Invoices not paid within 30 calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum.

**SECTION 4. INSURANCE.** Contractor agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits: Workers' compensation – statutory; employers' liability – \$1,000,000 per accident/ disease/ employee (US); automobile liability – \$1,000,000 combined single limit; commercial general liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate; and professional liability – \$1,000,000 per claim and \$2,000,000 in aggregate.

**SECTION 5. INDEPENDENT CONTRACTOR AND SUBCONTRACTING.** The Parties acknowledge and agree that Contractor shall be an independent contractor and shall have responsibility for and control over the means of providing the services. Contractor shall have the right to use subcontractors as Contractor deems necessary to assist in the performance of the services.

**SECTION 6. PUBLIC RECORDS RETENTION.** Contractor has been advised the City and all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. Contractor agrees to comply with all City policies and procedures in observing the requirement of said laws.

**SECTION 7. TERMINATION.** City will have the right to terminate this Agreement at any time with or without cause provided that Contractor is provided 30 calendar days advance written notice of the termination. City shall pay Contractor for all services performed and expenses incurred prior to the effective date of termination.

**SECTION 8. FORCE MAJEURE.** If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, other than the obligation to pay funds due, that Party shall give the other Party prompt written notice of the Force Majeure with reasonably full particulars thereof. Thereupon, the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove or remedy the Force Majeure as quickly as possible, except that this requirement shall not require the settlement of strikes, lockouts, or other labor difficulty. The term "Force Majeure" as used in this Agreement shall mean an Act of God, natural events, labor, civil, or industrial disturbance, pandemic, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions, unavailability of equipment, personnel, or information, and any other cause which is not reasonably within the control of the Party claiming suspension.

**SECTION 9. SUCCESSORS & ASSIGNMENTS.** Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies

that are due or may become due) in this Agreement without the written consent of the other Party. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void.

**SECTION 10. NOTICE.** Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested to the following address:

To City: Polk City  
123 Broadway Blvd., SE  
Polk City, FL 33868  
Attention: City Manager

To Contractor: Odom Contracting, LLC  
4605 County Road 542  
Lakeland, FL 33801

**SECTION 11. SEVERABILITY.** The Parties agree that, in the event one or more of the provisions of this Agreement or a portion thereof should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations which by their nature are intended to survive the termination of this Agreement, including but not limited to those pertaining to indemnification, limitations of liability, and intellectual property, shall survive the termination of this Agreement.

**SECTION 12. THIRD PARTY BENEFICIARIES.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

**SECTION 13. GOVERNING LAW.** This Agreement shall be governed by the laws and statutes of the State of Florida.

**SECTION 14. AUTHORITY TO SIGN.** Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing to every term of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.

**SECTION 15. ENTIRE AGREEMENT.** This Agreement, including the attached Exhibit and documents referenced in the Exhibit, constitute the complete and final agreement between Contractor and City regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the

attached Exhibit. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

**IN WITNESS WHEREOF**, Contractor and City have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**POLK CITY, FLORIDA, a municipal corporation**

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Joe LaCascia, Mayor-Commissioner

APPROVED AS TO FORM & LEGALITY:

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

**ODOM CONTRACTING, LLC, a Florida Corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# BID FORM

Polk City  
Intra-System Interconnect Improvements

Line Item	Description	Units	Quantity	Unit Cost	Price
1	Portable Water Main	LF	26	\$ 125.00	\$ 3,250.00
2	Fittings	EA	4	\$ 1,450.00	\$ 5,800.00
	a) 45° Bend	EA	2	\$ 1,450.00	\$ 2,900.00
	b) 90° Bend	EA	2	\$ 1,450.00	\$ 2,900.00
3	Valves and Appurtenances	EA	1	\$ 8,500.00	\$ 8,500.00
	a) PSV/PRV Vault Assembly	EA	1	\$ 8,500.00	\$ 8,500.00
4	Connections	EA	2	\$ 2,750.00	\$ 5,500.00
	a) Connection to Existing 6" Existing Main	EA	2	\$ 2,750.00	\$ 5,500.00
5	Bollard	EA	4	\$ 400.00	\$ 1,600.00
6	Sodding	LS	1	\$ 1,800.00	\$ 1,800.00
	a) Sodding - Bahia	LS	1	\$ 1,800.00	\$ 1,800.00
7	Maintenance of Traffic	LS	1	\$ 2,000.00	\$ 2,000.00
8	Prevention, Control, and Abatement of Erosion/Water Pollution	LS	1	\$ 1,350.00	\$ 1,350.00
9	Mobilization / Demobilization	LS	1	\$ 11,250.00	\$ 11,250.00
<b>TOTAL</b>					<b>\$ 43,950.00</b>

**Notes:**

- The bid prices shall exclude the material costs of the following owner direct purchase items: all pipe, fittings, valves, valve vault and bollard pipes.

**Odom Contracting LLC**

Contractor

Kevin Odom  
Authorized Representative Name

  
Authorized Representative Signature

11/16/2024  
Date





## **POLK CITY**

123 Broadway Blvd SE  
Polk City, Florida 33868  
Telephone 863-984-1375  
Fax 863-984-2334

**TO:** Patricia Jackson, City Manager  
**FROM:** Rick Jiles  
**DATE:** November 4, 2024,  
**RE:** Intrasystem-Interconnect

This letter is a request to purchase parts & supplies from Empire Pipe & Supply.

I request authorization to purchase parts & Supplies from Empire Pipe & Supply in amount of (33,426.33) Bid # 5024869 for the intrasystem-interconnect at Sr.33 and Lake Margaret Blvd. I also have two other bids they do not include the Vault w/hatch door. Fortiline Water works in the amount of (20,495.43) Bid # 6491976 and Core & main in the amount of (23,572.23) Bid # 3737104.

Rick Jiles, Public works/Utilities Director



## BID PROPOSAL INTERCONNECT PROJECT

<b>BID NUMBER: 5024869</b>	<b>PREPARED FOR: 070114</b>	<b>BRANCH LOCATION: 006</b>
<b>Valid Until</b> Saturday, November 30 , 2024	CITY OF POLK CITY FL 123 BROADWAY BLVD SOUTH EAST POLK CITY, FL 33868	EMPIRE PIPE AND SUPPLY CO PO BOX 130399 BIRMINGHAM, AL 35213  Telephone: 407-295-2400

LINE	QUANTITY	DESCRIPTION	NET UNIT PRICE	EXTENDED PRICE
10	1 EA	000000 VAULT W/ HATCH DOORS	13,000.0000	13,000.00
20	1 EA	019496 6X18 OCTAVE MTR SS FF	4,755.3100	4,755.31
30	1 EA	014386 ENCODER MODULE 5 NIC	250.0000	250.00
40	1 EA	015970 3G XTR ENCODER W/ 2' NICOR	175.0000	175.00
50	4 EA	010946 6 MJ 45 BEND C153 C/L	103.8700	415.48
60	2 EA	010935 6 MJ 90 BEND C153 C/L	126.6800	253.36
70	40 FT	010002 6 DI PIPE CL350 TJ C/L T/C **GASKETS**	29.9900	1,199.60
80	14 EA	014322 6" 3000 REST W/ DI KIT	56.9700	797.58
100	1 EA	000000 6 PRV ZURN 6-ZW205  CONNECTION FOR PRV AND METER	5,230.9800	5,230.98
90	4 EA	013097 6 FLANGE ADAPTER DIP  ARV SET UPS	53.8900	215.56
120	2 EA	020232 6X2 IP SADDLE DBL SS 6.63-6.90	114.0200	228.04
130	2 EA	013148 2 AIR RELEASE VALVE	3,196.2100	6,392.42
170	2 EA	015749 2 CORP BV MIP X FIP	256.5000	513.00

<b>Subtotal:</b>	33,426.33
<b>Tax:</b>	.00
<b>Bid Total:</b>	<b>33,426.33</b>



CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
228171	FORTILINE WINTER GARDEN	6491976	5/09/24	1

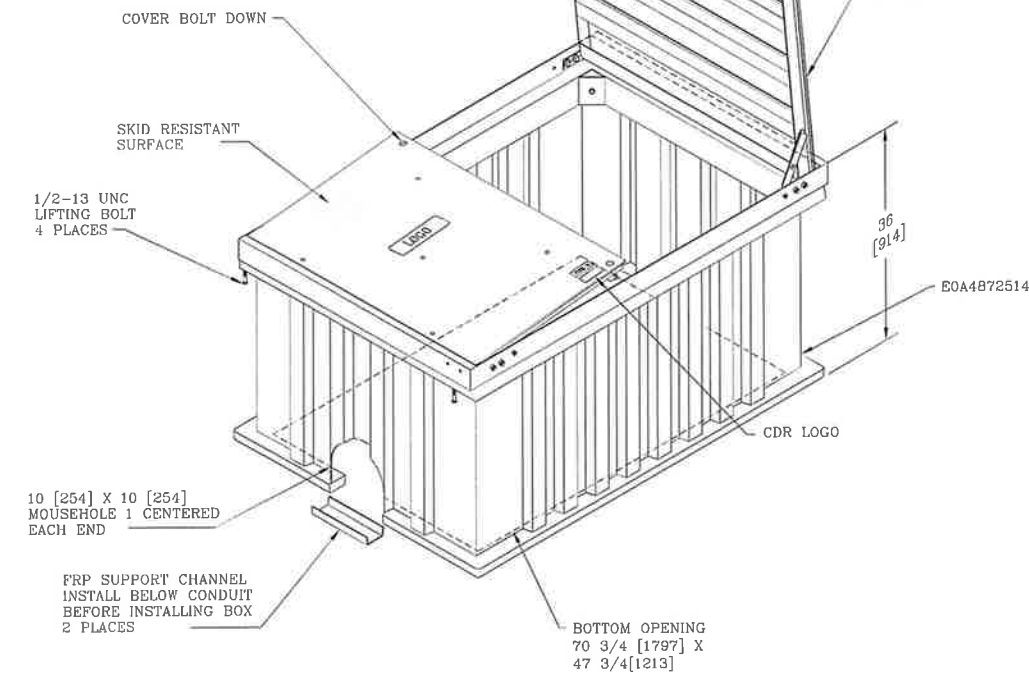
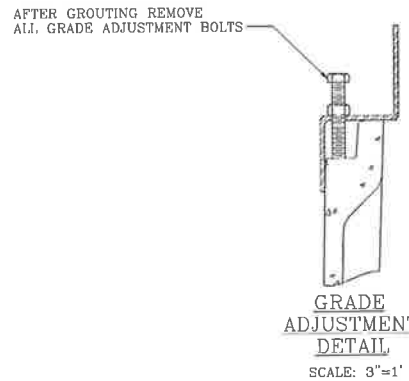
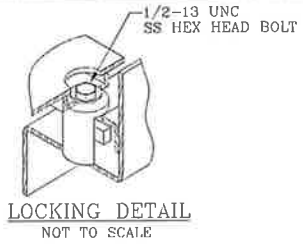
CUSTOMER	PROJECT INFORMATION
CITY OF POLK CITY 123 BROADWAY BLVD SE attn: MR. RICK JILES POLK CITY, FL 33868	6" PRV PIPING

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
20	4	EA	6" MJ 45 C153	111.6300	446.52
30	2	EA	6" MJ 90 C153	137.7700	275.54
40	14	EA	6" STAR GRIP MJ REST DIP 3000	37.0400	518.56
50	14	EA	6" MJ REGULAR ACC LESS GLAND	25.5200	357.28
70	40	FT	6" TJ DIP PR350	33.1200	1,324.80
90	2	EA	6" FLGXPE DIP 6'00"	724.6400	1,449.28
100	4	EA	6" FLG ACC KIT FF 1/8"RR 316SS	59.0300	236.12
110	2	EA	6" FLGXFLG DIP 2'06"	587.8900	1,175.78
130	1	EA	6"X18" 4200 ULTRASONIC MTR SS 02-E-02-G-1-FR-8US	4,466.6700	4,466.67
140	1	EA	6" CLA-VAL 92-G-01BPSVY KC DS SSB 150AG 20-105, 20-105 STD DI, SS TRIM, SS PILOT SYSTEM MODEL & MATERIALS	9,032.0000	9,032.00
150	2	EA	2" COMBO ARV THD PLAS NSF BLUE	456.3100	912.62
160	2	EA	6X2 IP 402 SDL 6.84-7.60 402-0745X14IP JCM	73.3300	146.66
170	2	EA	2" THD BRASS GV NO LEAD	47.8300	95.66
180	2	EA	2"X6" BRASS NIPPLE	28.9700	57.94
				Subtotal:	20,495.43
				Tax:	.00
				Bid Total:	20,495.43

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material. ALL quoted prices are subject to review based on current market conditions.

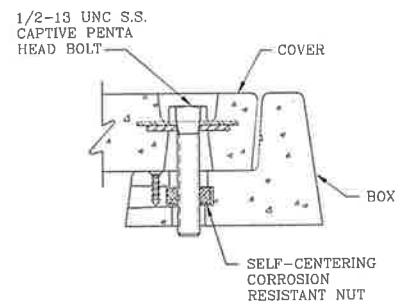
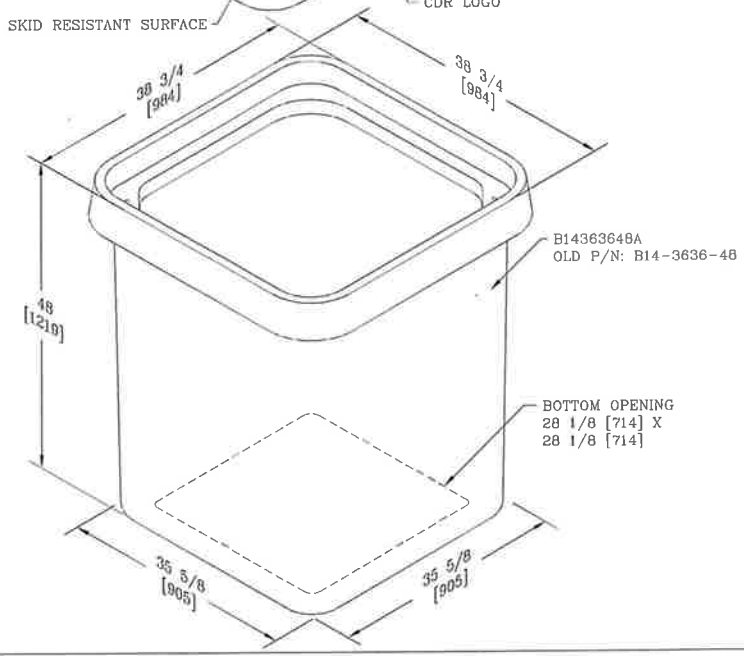
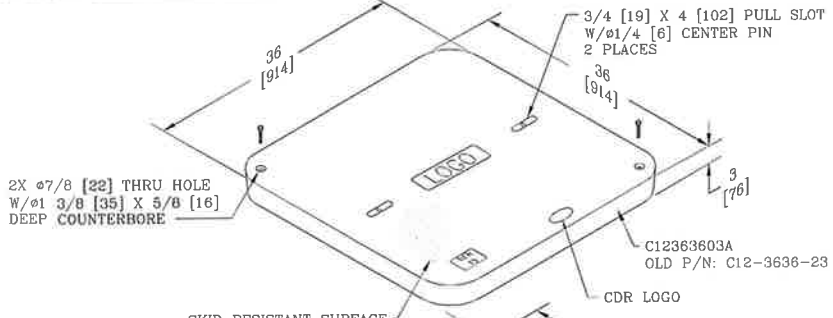
Ent By CJH 9/19/24 13:56:41



**CUSTOMER APPROVAL**  
 APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

- NOTES:**
1. CUSTOMER IS MTS. LOGO TO BE SPECIFIED: \_\_\_\_\_
  2. THIS ASSEMBLY IS RATED FOR A STATIC DESIGN LOAD OF 8,000 LBS. [35,548 N] OVER A 10 [254] X 10 [254] AREA AND MUST PASS A MINIMUM STATIC TEST LOAD OF 12,000 LBS. [53,376 N].
  3. TORSION FRAME MUST BE GROUTED AFTER IT IS ADJUSTED TO THE PROPER GRADE.

DIMENSIONS ARE IN INCHES OR MILLIMETERS IN BRACKETS UNLESS OTHERWISE NOTED				QUAZITE		LOC
DRW	BY	DATE	WEIGHT	3521 INDUSTRIAL PARK DR		LC
	BY	DATE	1440#	LENDR CITY, TN 37771		LC
ENG	BY	DATE	653kg	800-246-3062		S
ATR	BY	DATE	SCALE	www.quazite.com		
ATR	BY	DATE	NTS	DRAWING DESCRIPTION		REV
			SIZE	QUAZITE® 48 X 72 X 36 ASSEMBLY		A
			B	W/ TORSION ASSIST COVER		1/1
ESR OR PROJECT NUMBER			DRAWING NUMBER			
109963			A2A4872529			X
SHEET 1 OF 1						



**BOLT DOWN DETAIL**

**NOTES:**

1. LOGO TO BE SPECIFIED: \_\_\_\_\_
2. THIS ASSEMBLY IS RATED FOR A STATIC DESIGN LOAD OF 15,000 LBS. [66,720 N] OVER A 10 [254] X 10 [254] AREA AND MUST PASS A MINIMUM STATIC LOAD OF 22,500 LBS. [100,080 N]
3. OLD P/N: A14-3636-48

DIMENSIONS ARE IN INCHES OR MILLIMETERS IN BRACKETS UNLESS OTHERWISE NOTED.				HUBBELL		3621 INDUSTRIAL PARK DR LENDING CITY, TN 37771 909-248-3000 www.dqs3te.com		LUC	
DRN	BY	DATE	WEIGHT	355#	SCALE			OB	
	JJP	4/12/10	161kg		NTS			S	
ENH					SIZE			REV	
APR					B			A	
APR								4/10	
CSR OR PROJECT NUMBER				DRAWING DESCRIPTION				DRAWING NUMBER	
				CDR™ 36 X 36 X 48 ASSEMBLY				A14363648A	
				STANDARD VERSION				SHEET 1 OF 1	



# Bid Proposal for Quote 09-04-24 City of Polk City / Lake Margaret Dr.

CUSTOMER

**TOWN OF POLK CITY**  
STOCK 573 LAKELAND  
123 BROADWAY BLVD SE  
POLK CITY, FL 33868

**Job**  
Quote 09-04-24 City of Polk City / Lake  
Margaret Dr.  
Polk City, FL  
Bid Date: 09/04/2024  
Bid #: 3737104

CONTACT

**Sales Representative**  
Jeffrey Morris  
(T) 863-868-8279  
(F) 863-606-0002  
Jeffrey.Morris@coreandmain.com

**Core & Main**  
3216 Winter Lake Rd  
Bays 5-10  
Lakeland, FL 33803  
(T) 8638688279

NOTES



Bid Proposal for Quote 09-04-24 City of Polk City / Lake Margaret Dr.

TOWN OF POLK CITY  
 Job Location: Polk City, FL  
 Bid Date: 09/04/2024  
 Core & Main Bid #: 3737104

**Core & Main**  
 3216 Winter Lake Rd  
 Bays 5-10  
 Lakeland, FL 33803  
 Phone: 8638688279  
 Fax: 8636060002

Seq#	Qty	Description	Units	Price	Ext Price
10	2	6" MJ 90 BEND	EA	124.00	248.00
20	4	6" MJ 45 BEND	EA	100.00	400.00
30	40	6" TJ CL50 PR350 DI PIPE	FT	27.85	1,114.00
40	4	6 STL GUARD POST 7'0"	EA	265.00	1,060.00
50	2	6" X 2"IP 317 SADDLE	EA	92.00	184.00
60	2	2 A2362-8 THRD RW GV OL ON	EA	490.00	980.00
70	2	2" ARI D040P02 AIR RELEASE VLV	EA	470.00	940.00
80	4	2"X4" GALV NIPPLE	EA	4.85	19.40
90	12	6" MJ DI RESTRAINT	EA	32.00	384.00
100	12	6 MJ REG ACC SET L/GLAND IMP	EA	23.00	276.00
110	2	6" X 6'0" FLG X PE DIP PC	EA	635.00	1,270.00
120	1	6 FLGXFLG DI PIPE 0'6" IMP	EA	410.00	410.00
130	6	6X1/8 FLG ACC RR FF 316SS B&N	EA	38.00	228.00
140	1	CLA-VAL 6" FLGXFLG CPR 92-01	EA	13,758.83	13,758.83
150	1	SERVICE CHARGE	EA	2,300.00	2,300.00
				<b>Sub Total</b>	<b>23,572.23</b>
				Tax	0.00
				<b>Total</b>	<b>23,572.23</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

**City Commission Meeting  
November 19, 2024**

**AGENDA ITEM #:4**

**Cardinal Hill Wastewater Treatment Facility Plan Proposal from  
Stantec Consulting Services**

     INFORMATION ONLY  
  X   ACTION REQUESTED

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**ISSUE:**

Proposal for the Cardinal Hill Wastewater Treatment Facility Plan

**ATTACHMENT:**

Stantec Continuing Consulting Services Agreement w/Exhibit A

**ANALYSIS:**

As directed by the recent Consent Order issued by FDEP, Craig Fuller (CivilSurv) has worked with Stantec Consulting Services to devise a Facility Plan for Cardinal Hill Wastewater Treatment Facility. The plan will develop a preliminary Engineering Report to determine the proposed build-out and estimated cost of a new Wastewater Treatment Facility at the Cardinal Hill Site.

Craig Fuller (CivilSurv) will be at the City Commission Meeting to address any questions or concerns brought forth.

**STAFF RECOMMENDATION:**

Approve the Continuing Consulting Services Agreement for Cardinal Hill WWTF with Stantec Consulting Services.



## **CONTINUING CONSULTING SERVICES AGREEMENT (Wastewater Treatment Facilities Report)**

**THIS AGREEMENT** by and between the **POLK CITY, FLORIDA**, a Florida municipal corporation (hereafter "City"), and **STANTEC CONSULTING SERVICES INC.**, a foreign corporation authorized to do business in the State of Florida (hereafter "Consultant" or "Stantec"), is made and entered into and takes effect upon this \_\_\_\_\_ day of October, 2024.

### **RECITALS**

1. City is a municipal corporation duly organized pursuant to the laws of the State of Florida with the authority to contract for services consulting services involving consulting, planning, surveying, landscape architecture, environmental sciences, construction management, emergency response, hazardous materials, and other services deemed necessary for the City, and City desires to have said professional services performed by Consultant in accordance with the terms and conditions of this Agreement.

2. The City desires to employ the Consultant in connection thereof upon the terms and conditions hereinafter set forth, and the Consultant is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions.

3. Consultant agrees to perform these services for City under the terms and conditions set forth in this Agreement.

**ACCORDINGLY**, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

**SECTION 1. DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the meanings ascribed thereto unless otherwise defined herein or clearly required by the context in which such term is used.

**1.1** Agreement. The term "Agreement" shall mean this Professional Agreement, and any amendments thereto as may be from time to time adopted, as hereinafter provided.

**1.2** Services. The term "Services" shall mean the professional services as set forth in this Agreement.

**1.3** Term. The term "Term" shall mean the contract period provided for under this Agreement and any extensions thereof.

**1.4** Force Majeure. The term "Force Majeure" as used in this Agreement shall mean an Act of God, natural events, labor, civil, or industrial disturbance, pandemic, governmental or legislative actions, or orders of any court or agency having jurisdiction of the party's actions, unavailability of equipment, personnel, or information, and any other cause which is not reasonably within the control of the party claiming suspension.

**SECTION 2. SCOPE OF SERVICES & DESCRIPTION OF WORK; GENERALLY.** The scope of this Agreement will consist of various professional services provided by the Consultant for the City for projects that will be authorized by individual Work Releases. Prior to the initiation of any service or project, the Consultant will prepare for the City a Work Release utilizing the form which is attached and incorporated in this Agreement as Exhibit A. Each Work Release shall contain a detailed scope of services, compensation, schedule, the Consultant's project manager, the authorized representative acting on behalf of the City for the project, and special provisions or conditions specific to the service or project being authorized. The City's representative must approve and authorize each Work Release. All services performed by the Consultant will be in performed in accordance with applicable governmental regulations and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional currently practicing under similar circumstances. However, the Consultant does not warrant or represent that any governmental approval will be obtained, only that the Consultant will exercise its best efforts to obtain governmental approvals contemplated under this Agreement.

**SECTION 3. PAYMENT OF COMPENSATION--GENERALLY.**

**3.1** It is understood and agreed that the compensation for services under this Agreement shall be stipulated in each Work Release. The method for determining the total amount of compensation for each Work Release shall be based on the estimated hours for each service class to accomplish the scope of services times the established unit rate plus estimated reimbursable expenses. Each Work Release shall clearly specify if the assignment is a lump-sum fee or hourly/unit rate billings with an established not-to-exceed limit, per the hourly rate schedule, attached as Exhibit D. At the time of contract execution, the attached hourly rate schedule will be related to the existing Engineering News-Record and will be automatically adjusted each year in proportion to the rise of the Index average over the preceding year period. The Consulting News-Record Construction Cost Index at the time of this contract's execution is dated as of March 2024.

**3.2 Method of Billing and Payment.** Payment by the City for services rendered shall not exceed the total compensation outlined in each Work Release unless requested by the Consultant and authorized by the City by means of a Change Order. Such reasonable requests for additional compensation include those for unanticipated work items, Force Majeure events resulting in additional costs, changes in scope, requests for additional services, regulatory agency

requirements, and expert witness services. A sample Change Order is attached as Exhibit B. In consideration of the services to be performed by the Consultant, the City agrees to compensate the Consultant for the services rendered in conformance with the authorized Work Release. The term "compensation" is not intended to include reimbursable expenses which are provided for separately in Article IV hereof. The City shall be responsible for all agency processing fees or assessments required.

**3.3 Invoices.** Invoices shall be submitted by the Consultant on a four (4) week cycle based on services rendered and reimbursable expenses incurred. Payments will be made in accordance with the Florida Prompt Payment Act. All amounts paid by City to Consultant shall be subject to audit by City.

**3.4 Reimbursable Expenses.** Reimbursable expenses are in addition to hourly rates and shall consist of actual expenditures made by the Consultant, its employees, or its consultants in the interests of the project for the incidental expenses listed as follow. Such reasonable expenses of reproduction and postage, other delivery expense of drawings and specifications, long distance calls, telegrams, facsimile transmissions, courier service, or other out-of-pocket expenses as provided for in the applicable Work Release.

**3.5 Special Consultants.** When authorized by the City additional special consulting services will be paid for on a reimbursable basis plus such percent thereof as established in the applicable Work Release.

**3.6 Accounting Records.** Time Records of the Consultant pertaining to the services provided hereunder shall be available to the City or its authorized representative for examination, copying and audit on demand of the City upon reasonable notice, for up to 12 months after completion of services.

**3.7 Initial Scope of Work, Services, & Payment.** Notwithstanding the terms of sections 2 and 3 hereof, the parties are entering into an agreement for an initial scope of work under the terms and prices of the letter attached to and incorporated into this Agreement as Exhibit "E." All other work to be performed for the City by Consultant shall be accomplished in accordance with the terms of this Agreement.

**SECTION 4. TERM.** The initial Term of this Agreement shall be for a period of three (3) years, commencing on the effective date of this Agreement. The agreement may be extended for additional one (1) year terms upon the mutual written consent of the parties.

**SECTION 5. RELATIONSHIP OF PARTIES.** The parties intend that an independent Consultant relationship will be created by this Agreement. It is understood that City does not agree to use Consultant exclusively. It is further understood that Consultant is free to contract for similar services to be performed for others while under contract with City. The parties expressly acknowledge that

Consultant is an independent Consultant, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between City and Consultant or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow City, or its agents, representative, or employees, to exercise control or direction over the manner or method by which Consultant performs any services which are the subject of this Agreement.

## **SECTION 6. TERMINATION.**

**6.1** City will have the right to terminate this Agreement at any time with or without cause provided that STANTEC is provided 30 calendar days advance written notice of the termination. City shall pay STANTEC for all services performed and expenses incurred prior to the effective date of termination.

**6.2** STANTEC may terminate its obligations pursuant to this Agreement under the following circumstances:

(a) In the event of a breach or default of any obligation by City, except non-payment of disputed amounts, or as otherwise provided for in this Agreement;

(b) If STANTEC is unable, for any reason beyond its control, including, without limitation, a Force Majeure event, to perform its obligations pursuant to this Agreement in a safe, lawful, or professional manner; or

(c) In the event City (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency or (iv) makes an assignment for the benefit of creditors.

**6.3** If either circumstance described in Section 6.2(a) or 6.2(b) above occurs, STANTEC shall notify City of pertinent conditions and recommend appropriate action. If within 30 calendar days of such notice the circumstances described in Section 6.2(a) or 6.2(b) above have not been remedied or cured, STANTEC may terminate this Agreement hereunder. In the event of termination, STANTEC shall be paid for services performed and expenses incurred prior to the effective date of termination.

**6.4 Effects of Termination.** Upon the termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants contained herein which are expressly made to extend beyond the term, including without limitation, indemnities, and professional insurance coverage. In the event of termination under any of the above provisions, Consultant shall, within sixty (60) days after termination date, submit a final statement and report for all services rendered prior to and through the date of termination. In addition, Consultant's final report to City shall apprise City of the

status of City's priorities for which it is responsible, any scheduled meetings City must attend, and all other matters which may potentially require City's immediate attention. In the event this Agreement is terminated prior to the conclusion of any pay period, the periodic compensation shall be adjusted accordingly.

**SECTION 7. ASSIGNMENT.** This agreement shall not be assigned by the Consultant without prior written permission of the City.

**SECTION 8. INDEMNITY AND LIABILITY.** STANTEC agrees to indemnify and hold harmless (but not defend) City from and against losses, damages, liabilities, and expenses to the proportionate extent caused by: (i) the failure of STANTEC to comply in material respects with federal, state, provincial and/or local laws and regulations applicable to the services; or (ii) the negligence or willful misconduct on the part of STANTEC in performing the services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE IN THE PERFORMANCE OF SERVICES, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS, OR ARISING PURSUANT TO ANY OTHER CAUSE OF ACTION, STANTEC'S LIABILITY, INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND SUBCONTRACTORS, SHALL BE STRICTLY LIMITED TO THE LESSER OF THE AGREEMENT VALUE OR \$250,000. NOTWITHSTANDING THE PRECEDING SENTENCE, IF THE AGREEMENT VALUE IS LESS THAN \$50,000, STANTEC'S LIABILITY SHALL BE LIMITED TO \$50,000. FOR ANY CLAIMS ARISING FROM OR RELATED TO THE EXISTENCE OF MOLD, ASBESTOS, OR LEAD-BASED PAINT DISCOVERED DURING THE PERFORMANCE OF THE SERVICES, STANTEC'S LIABILITY SHALL BE LIMITED \$50,000, WITH SUCH SUBCAP FALLING WITHIN AND REDUCING THE OVERALL LIMIT OF LIABILITY. THE LIMITATIONS IN THIS PARAGRAPH SHALL NOT APPLY TO DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY CAUSING SUCH DAMAGE. EXCEPT AS EXPLICITLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES. THIS MUTUAL WAIVER IS APPLICABLE WITHOUT LIMITATION, TO ALL DAMAGES CONTEMPLATED IN THIS SECTION THAT MIGHT OTHERWISE BE INCLUDED WITHIN A PARTY'S INDEMNIFICATION OBLIGATIONS.

**SECTION 9. TAXES.** Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Consultant's performance of this Agreement.

**SECTION 10. GOVERNING LAW.** This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Florida. All duties and obligations of

the parties created hereunder are performable in Polk County, Florida and Polk County, Florida shall be the sole and exclusive venue for any litigation, special proceeding or other proceedings as between the parties that may be brought or arise out of or in connection with or by reason of this Agreement.

**SECTION 11. INSURANCE.**

**11.1** Consultant shall purchase and maintain such insurance as will protect Consultant from the losses or claims set forth below which may arise out of or result from Consultant's performance or obligations to perform under the Agreement, whether such performance be by Consultant or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable:

(a) claims under workers' compensation, disability benefit, and other similar employee benefit acts;

(b) claims for damage because of bodily injury, occupational sickness or disease or death of Consultant's employees;

(c) claims for damages because of bodily injury, sickness or disease, or death of any person other than Consultant's employees;

(d) claims for damages insured by usual personal injury liability coverage;

(e) claims for damages because of injury to or destruction of tangible property; and,

(f) claims for design errors or other violations of professional obligations as defined in an approved policy of professional errors and omissions liability insurance.

**11.2** The insurance required by the preceding subsection shall be written for not less than the following limits or as required by law, whichever is greater:

(a) Workers' Compensation – Statutory (with broad form all states endorsement)

(b) Employers' Liability -- \$300,000 per occurrence

(c) Comprehensive General Liability, including Contractual:

Bodily Injury: \$300,000 per person  
\$500,000 per occurrence

Property Damage: \$500,000 per occurrence  
Personal Injury: \$500,000 per occurrence

- (d) Automobile, including owned, non-owned and hired vehicles:

Bodily Injury: \$300,000 per person  
\$500,000 per occurrence

Property Damage: \$500,000 per occurrence

- (e) Professional: \$5,000,000 each claim

**11.3** Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled until thirty (30) days' prior written notice has been given the City.

**11.4** Insurance specified herein shall be minimum requirements, and Consultant is responsible for providing any additional insurance deemed necessary to protect Consultant's interests from other hazards or claims in excess of the minimum coverage. The liability of Consultant to the City is not limited to Consultant's insurance coverage.

**SECTION 12. NON-EXCLUSIVE CONTRACT.** The City reserves the right at its sole discretion to enter into contracts with other consultants to provide similar services as those identified in the various Scopes of Work.

**SECTION 13. THIRD PARTIES.** This Agreement is intended only for the benefit of City and Consultant and is specifically not intended to benefit any third parties.

**SECTION 14. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.**

**14.1** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

**14.2** The Consultant covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

**14.3** Standards of Conduct-Conflict of Interest – The Consultant agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

**14.4** The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

**SECTION 15. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heir, legal representatives, successors and assigns, but neither this Agreement nor any of the rights hereunder shall be assignable by Consultant.

**SECTION 16. WAIVER.** A waiver by any party of any of the terms and conditions hereof shall not be construed as a general waiver by such party and such party shall be free to reinstate any such term or condition, with or without notice to the other party.

**SECTION 17. NOTICE.** Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested to the following address with a courtesy copy sent via email:

To City: Polk City  
123 Broadway Blvd., SE  
Polk City, FL 33868  
Attention: City Manager

To Consultant: Stantec Consulting Services Inc.  
4798 New Broad Street, Suite 100  
Orlando, FL 32814  
c/o: Harold Schmidt, Jr., PE, BCEE

**SECTION 18. CHANGES IN LAW.**

**18.1** In the event that there is a change in a statute, regulation or the application or interpretation thereof, or the adoption of new legislation which may otherwise make this Agreement illegal or unenforceable, the parties agree to use their best efforts to agree upon modifications to this Agreement which will make it legal and enforceable. If after using best efforts, the parties are unable to reach any such agreement, then either party may terminate this Agreement upon thirty (30) days written notice to the other party.



**18.2** In the event there is a change in a statute, regulation or the application of interpretation thereof, or the adoption of new legislation which materially affects employer's health care delivery system, the parties agree to use their best efforts to agree upon modifications to this Agreement which will allow a health care delivery system by the employer which is consistent with new trends and beneficial to the community. If, after using best efforts, the parties are unable to reach any such agreement, then either party may terminate this Agreement upon thirty (30) days written notice to the other party.

**SECTION 19. CONSTRUCTION.** Nothing in this Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in this Agreement, or any disagreement or dispute concerning it, shall be construed, or resolved so as to ensure City of the limitation from liability provided to the State's subdivisions by state law.

**SECTION 20. AUDIT AND PUBLIC RECORDS RETENTION.**

**20.1** Consultant has been advised the City and all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. Consultant agrees to comply with all City policies and procedures in observing the requirement of said laws.

**20.2** City shall have the right to audit the books, records, and accounts of Consultant that are related to the performance of Services pursuant to this Agreement. Consultant shall keep such books, records and accounts as may be necessary to record complete and correct entries related to this Agreement. Consultant shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to Consultant's records, Consultant shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for City disallowance and/or recovery of any payment upon such entry.

**SECTION 21. NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT.**

**21.1** Without limitation of any provision herein, Consultant expressly agrees to abide by any and all applicable federal and/or state equal employment opportunity statutes, rules, and regulations, including, without limitation, Title 7 of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination and Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, and the Occupational Safety and Health Act of 1970, and as may be from time to time modified or amended. Consultant further agrees to hold harmless and indemnify City from any and all liability arising from any breach of this covenant.

**21.2** Consultant's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for Service delivery.

**21.3** Consultant shall comply with Title 1 of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability.

**SECTION 22. MODIFICATION.** No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

**SECTION 23. CONFLICT OF INTEREST.**

**23.1** Consultant agrees that it will avoid activities, investments and other situations which may conflict with its duties to City as described herein. In providing services under this Agreement, the Consultant expressly agrees that:

(a) Consultant does not have any personal financial interest, direct or indirect, with any member of City's Commission, or any person who is employed by City.

(b) As of the date of this Agreement, Consultant does not represent any client whose interest is currently adverse to the interest of the City.

**23.2** Consultant further agrees that if, during the term of this Agreement, it determines that a client represented by Consultant has or may potentially have an interest adverse to the interest of City, Consultant shall immediately disclose such conflict of interest as required by Section 24.4. Additionally, before proposing, advocating, or otherwise advancing any legislation, administrative rule, regulation, or policy that may potentially impact City and its operations, Consultant shall, consistent with Section 24.4, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the City.

**23.3** Consultant agrees that it shall not, and that its employees shall not, have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement.

**23.4** Consultant further agrees that if a conflict of interest arises during the performance of this Agreement, Consultant shall disclose, in writing, the existence and nature of such conflict to City. Such disclosure shall occur immediately upon discovery of the conflict, but in no event shall disclosure be made more than three (3) days after Consultant's discovery of the conflict. Consultant's written disclosure shall provide sufficient information concerning the conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which Consultant is unable to provide the services described. Upon receipt of such disclosure, the City, in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

**23.5** In the event this Agreement is terminated pursuant to Section 6 or Section 23, the Consultant agrees to, upon request, assist City in its efforts to contact and engage qualified individuals to perform the services identified in Section 2.

**SECTION 24. AUTHORIZATION.** Consultant shall not, without authorization first being given by City: a) Use or pledge money or credit of the City, except in the usual and regular course of business and on account of or for the benefit of the City; b) Release or discharge any debt due to City without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the City's property; or d) Cause City to become a guarantor, surety, or endorser, or give any note which obligates the City.

**SECTION 25. REPRESENTATIONS AND WARRANTIES.** On behalf of its employees, agents, servants and contractors, Consultant represents and warrants to the City each of the following:

(a) None of Consultant's principals or the immediate family of Consultant's principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

(b) None of Consultant's principals has ever been convicted of a criminal offense, has not been and currently is not under investigation by any public or private, state or federal regulatory body.

(c) Consultant is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

(d) Consultant and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

(e) Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, City shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the fully amount of such fee, commission, percentage, gift or consideration.

**SECTION 26. SEVERABILITY.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in force and effect and enforceable in accordance with its terms.

**SECTION 27. OWNERSHIP OF DOCUMENTS.** Upon the City's payment to Consultant, all deliverables provided or created in connection with this Agreement will and shall remain the property of City. The use of deliverables is restricted to City, its designers and contractors for the specific project for which Consultant was engaged. The use of Consultant's deliverables, including intellectual property contained therein, on other projects by other parties is strictly prohibited. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished provided or created in connection with this Agreement, shall become the property of City upon payment and shall be delivered by Consultant to the City within seven (7) days of termination of this Agreement by either party. The use of such information shall be restricted as noted above. .

City acknowledges that inventions, works, products, software, copyrights, patents, and any other materials which were created, conceived, or reduced to practice prior to or independently of this Agreement by Consultant, and trade secrets, know how, methodology, and processes of Consultant related to the services under this Agreement (hereinafter the "STANTEC IP") shall remain the property of Consultant. To the extent that any STANTEC IP is incorporated into the Work Product and on the condition that City has fully paid Consultant for the Work Product, Consultant hereby grants City a limited, nonexclusive, nontransferable,

perpetual, irrevocable, royalty-free, paid-up, license to utilize the STANTEC IP solely with respect to the project.

**SECTION 28. JOINT PREPARATION.** Preparation of this Agreement has been a joint effort of City and Consultant and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**SECTION 29. WARRANTY.** Consultant shall perform services for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the services, Consultant will re-perform such portion of the services, or if re-performance is impracticable, Consultant will refund the amount of compensation paid to Consultant for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall Consultant be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages. City may, upon written request received within five days of City's acceptance hereof, increase the limit of Consultant's liability by agreeing to pay Consultant an additional sum as agreed in writing prior to the commencement of Consultant's services. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved. PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

**SECTION 30. FORCE MAJEURE.** If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than the obligation to pay funds due, that party shall give the other party prompt written notice of the Force Majeure with reasonably full particulars thereof. Such notice shall include the cost and/or schedule impacts so that an adjustment to the costs/schedule shall be made accordingly. Thereupon, the obligations of the party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. The affected party shall use all reasonable diligence to remove or remedy the Force Majeure as quickly as possible, except that this requirement shall not require the settlement of strikes, lockouts, or other labor difficulty.

**SECTION 31. RIGHT TO RELY.** The City shall furnish to Consultant all applicable information and technical data in the City's possession or control reasonably required for the proper performance of the Services. Consultant shall be entitled to reasonably rely upon the accuracy and completeness of information and data provided by the City, its consultants, or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Services. Where such information or data originates either with the City, its consultants, or generally acceptable sources within the industry, then Consultant shall not be responsible to the City for the consequences of any error or omission contained therein.

**POLK CITY, FLORIDA, a municipal corporation**

APPROVED:

ATTEST:

\_\_\_\_\_  
Patricia Jackson, City Clerk

\_\_\_\_\_  
Joseph L. LaCascia, Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:

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

Signed, sealed and delivered in the presence of:

**STANTEC CONSULTING SERVICES INC., a foreign corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

[CORPORATE SEAL]

**EXHIBIT A  
WORK RELEASE**

CIVILSURV (CONSULTANT) is hereby authorized to perform the services outlined hereon pursuant to the provisions of the Professional Services Agreement with The City of Polk City (CITY) dated \_\_\_\_\_, 2022.

CITY P.O. # \_\_\_\_\_

WORK RELEASE # \_\_\_\_\_

CONSULTANT FILE # \_\_\_\_\_

DATE \_\_\_\_\_

SCOPE OF SERVICES:

SCHEDULE SUMMARY:

COMPENSATION: In accordance with the terms and conditions of the above-referenced Professional Services Agreement, CONSULTANT will provide the services outlined heron for:

ADDITIONAL PROVISIONS:

**AUTHORIZATIONS:**

This work release is hereby approved and CONSULTANT is authorized to proceed. Receipt of a fully executed copy of this Work Release shall constitute written notice to proceed.

\_\_\_\_\_  
CONSULTANT'S Project Manager

\_\_\_\_\_  
CITY'S Project Representative

**EXHIBIT B  
CHANGE ORDER**

WORK RELEASE # \_\_\_\_\_

DATE: \_\_\_\_\_

ORIGINAL P.O. # \_\_\_\_\_

NEW P.O. # \_\_\_\_\_

CONSULTANT FILE# \_\_\_\_\_

The existing work release referenced above is hereby revised as outlined hereon. All other terms and conditions remain unchanged.

DESCRIPTION OF CHANGES IN SCOPE OF SERVICES:

SCHEDULE CHANGES:

FEE CHANGES:

ADDITIONAL PROVISIONS:



**AUTHORIZATIONS:**

This change order is hereby approved and CONSULTANT is authorized to proceed. Receipt of a fully executed copy of this change order shall constitute written notice to proceed.

\_\_\_\_\_  
CONSULTANT'S Project Manager

\_\_\_\_\_  
CITY'S Project Representative

**EXHIBIT C**  
**SCHEDULE OF REIMBURSABLE COST**

**EXHIBIT D**  
**SCHEDULE OF HOURLY RATES**

**EXHIBIT E**  
**ATTACHED LETTER OF OCTOBER 15, 2024**

## EXHIBIT A

### Cardinal Hill Wastewater Treatment Facility - Facility Plan

Stantec Consulting Services is pleased to submit the following Letter Proposal to provide professional services for the above-referenced project to perform an evaluation of the Cardinal Hill Wastewater Treatment Facility (WWTF) Facility Plan. The proposal has been structured to identify the scope of services that Stantec will provide, our fee for these services, and a preliminary schedule. Any additional services that may be required outside of this scope can be discussed and added by amendment.

#### Project Background

The City of Polk City owns and operates the Cardinal Hill WWTF, which has a permitted treatment capacity of 0.30 million gallons per day (MGD) based on an Annual Average Daily Flow (AADF) basis. The facility is operated to provide secondary treatment with basic disinfection. The WWTF is an extended aeration domestic wastewater treatment facility consisting of: one aerated surge tank, one aeration basin, two clarifiers, two chlorine contact chambers, and one aerated biosolids holding tank. The with treated effluent disposed of by a 0.07 MGD AADF 9.5 acre spray field, a 0.100 MGD AADF Part IV rapid-rate land application system consisting of a two-cell Rapid Infiltration Basin (RIB), and a 0.300 MGD AADF Part IV rapid-rate land application system consisting of a two-cell RIB (Facility).

The Cardinal Hill WWTF is operated under Wastewater Permit No. FLA489093, which will expire on April 07, 2027. The Facility is located on Steven Drive in Polk City, Florida. On September 19, 2024 the City executed the First Amended Consent Order OGC File No.: 24-1381, which documented the failure to meet permit limits in the:

- Effluent quality on numerous occasions for Total Suspended Solids (TSS).
- Groundwater for the following parameters: cadmium, chlorides, fecal coliforms, lead, nitrates as nitrogen, pH, total dissolved solids (TDS),

The Consent Order identifies various requirements to bring the facility into compliance by December 31, 2029. One such task is the development of a Facility Plan that will outline the steps necessary to plan, design and construct the necessary improvements to meet the intent of the Consent Order.

#### Project Overview

As part of this effort, Stantec will perform the following main elements:

- Document the existing conditions and prepare technical evaluations
- Develop a list of future improvements
- Prioritize and recommend allocations for capital improvement plan (CIP) expenditures
- Compile the evaluations and recommendations into a comprehensive Facility Plan

These work items are further discussed and detailed in the items below which will function as the scope and fee proposal for this project.

**Task 1. Project Management**

**Task 1.1. General Project Management Activities**

Stantec will be responsible for project management through its assigned Project Manager (PM) for the duration of the Project. Stantec's PM will coordinate the execution of all work activities to be completed by Stantec's project team. This will include the management of internal staff, monitoring of project financials, and ensuring timely submittal of deliverables. Project management will be provided for all phases until project completion. This task includes the assistance of other technical and administrative staff that support the PM's efforts. As part of project management, Stantec will:

- Prepare a baseline project schedule to be presented and reviewed at the kickoff meeting; the kickoff meeting will mark the official start of the project schedule.
- Perform project setup and closeout the project at completion.
- Coordinate the execution of all work activities and ensure timely submittal of deliverables.
- Conduct bi-weekly internal team coordination meetings to coordinate status and identify challenges and risks as well as issues or questions that need to be communicated or coordinated with City.
- Prepare and implement a quality management plan (QMP) and facilitate internal quality and independent reviews of all deliverables prior to issuance.
- Manage Stantec resources and staffing in the execution of all work activities.
- Monitor project financials and perform monthly estimates to complete.
- Maintain regular contact with City's assigned project manager and other support staff throughout the life of the project via phone and email correspondence.
- Include monthly progress meetings with City and Stantec's subconsultants to review and document task by task status, identify risks, action items, change of conditions, schedule updates, and financial status.
- Prepare monthly invoices and progress reports.

Deliverables:

- Monthly invoices including progress reports, budgeting projections (PDF).

**Task 1.2. Workshop 1 Project Kickoff and Definition**

To initiate the project, Stantec will facilitate a project kickoff and definition workshop with City. The workshop will be conducted and attended in-person. The two (2) hour workshop to review the scope of work, project requirements, deliverables, schedule, and to identify information needed by Stantec to initiate the engineering evaluations. Stantec will facilitate a framing exercise to obtain a clear understanding of the City's expectations and vision for the Cardinal Hill WWTF

Facility Plan. In addition, City will identify capital projects currently underway or already planned for inclusion or consideration in the Project.

Deliverables:

- Meeting agenda for all attendees.
- Meeting minutes (PDF).

Assumptions:

- Project Kickoff and Definition Workshop to take place within 2 weeks of the Notice to Proceed.
- City to arrange kickoff meeting and workshop location at City facilities. Stantec to arrange virtual meeting over MS Teams for team members attending virtually.

**Task 2. Information Gathering**

**Task 2.1. Data Collection and Review**

Stantec will request information from City staff in the form of written requests for information (RFI) and perform investigations of the Cardinal Hill WWTF data as conditions, gaps, and information warrants. The requested information will include, but not be limited to record drawings, process flow diagrams, past 5-years of flow and load data, previous reports, monthly operating reports, and discharge monitoring reports. Stantec will develop and maintain a data collection summary log that will include any analysis, gaps identified in plant data and any notes on operator discussions on the existing data.

Deliverables:

- Requests for Information (RFI) for plant data information (PDF)
- Data Collection Summary Log (PDF)

Assumptions:

- City to review Data Collection Summary Log and provide comments to Stantec within 10 working days of submittal.

**Task 2.2. Staff Interviews and Site Visit**

As part of the Kickoff meeting Stantec will visit the Cardinal Hill WWTF. During this subtask, Stantec will prepare for and conduct interviews with Cardinal Hill WWTF personnel (i.e., operations and maintenance personnel) to identify known system deficiencies and/or concerns for each process area. Information developed from this subtask will be documented in a memorandum and incorporated into the Final Facility Plan (see Task 4). This memorandum will include any analysis, gaps identified in plant data and any notes on operator discussions on the existing data.

Deliverables:

- Data Collection and Review and Staff Interviews Memorandum 1 (PDF).

Assumptions:

- City to review and provide comments within 5 working days of submittal.

**Task 3. Engineering Evaluations**

The following evaluations and studies will be performed and documented through technical memoranda (TM), or other methods as described below.

**Task 3.1. Flow and Load Projections**

Stantec will review and incorporate the Cardinal Hill WWTF service area definition, historical flows and loadings characteristics (2019-2024), trends, customer growth projections over the next 20 years as provided by others. Stantec will incorporate the growth values and expectations over the near term (2025 – 2030), for the Cardinal Hill WWTF service area, every 5 years through year 2045. A preliminary growth, flows, and loads forecasting virtual workshop will be held with the City.

Stantec will incorporate the flow and loading projections that will be provided by the City's consultant for average, average day maximum month, peak day, and peak hour conditions for flow, BOD, TSS, ammonia, total nitrogen, and total phosphorus through the planning horizon as appropriate for the specific constituents. The information will be compiled for review by the City and incorporated into the Cardinal Hill WWTF Facility Plan (see Task 4).

**Task 3.2. Regulatory Drivers**

Stantec will review and summarize current, pending and anticipated future regulatory requirements and planning criteria, and the potential impact, that may influence operation, maintenance, and capital improvements of the existing wastewater treatment system. The evaluation is expected to focus on the existing permits. One virtual meeting will be held with the City to discuss understanding of future permitting requirements. The information captured during this task will be included in the Cardinal Hill WWTF Facility Plan (see Task 4).

**Task 3.3. Process Capacity Analysis**

Stantec will summarize the existing facility, provide detailed descriptions for each unit process area, evaluate treatment alternatives, and recommend proposed improvements to address the Consent Order, the projected flows and loads, and findings, and regulatory drivers identified in Subtasks 3.1. Alternatives will be developed and process improvements and/or optimization options to accommodate future conditions will be recommended.

A process model will be developed for a range of effluent quality parameters, to reflect changes in regulatory requirements and reflect up to up to three alternative treatment processes to reduce nitrogen to levels acceptable for the current effluent disposal methods used (non-public access sites). No calibration or validation of the process model will be performed. Each of the treatment alternatives will be reviewed for reliability, capacity, and operation and maintenance (O&M) requirements. In addition, a conceptual capital cost estimating for the recommended improvements. The cost estimates or opinions of probable construction costs (OPCC) will be based upon AACE Class 5 estimating. These capital cost estimates will be bundled with operation and maintenance costs to generate life cycle costs to assist with alternatives decision making. No calibration or validation of the process model will be performed. A draft technical memorandum



will be prepared and submitted for City review and incorporated into the Cardinal Hill WWTF Facility Plan (see Task 4).

A draft technical memorandum will be prepared and submitted for City review and incorporated into the Cardinal Hill WWTF Facility Plan (see Task 4).

Deliverables:

- Draft Technical Memorandum – Cardinal Hill WWTF Process Capacity Analysis (PDF).

Assumptions:

- City to review and provide comments within 5 working days of submittal.

**Task 3.4. Workshop Flow and Load Projections, Capacity Analysis, and Regulatory Drivers.**

Stantec will facilitate a workshop with City. A presentation will be prepared to describe the findings of tasks 3.1 through 3.3. This Workshop is anticipated to be conducted in-person. Topics of discussion may include historical flows and loading, customer projections, and anticipated developments, projected flows and loads for planning period, the capacity established for each major process area, and regulatory requirements and considerations. Stantec will provide responses to all City comments in the comment log. Those comments which require revisions to the Technical Memorandum will be incorporated into the Cardinal Hill WWTF Facility Plan (see Task 4).

Deliverables:

- Meeting agendas for all attendees.
- PowerPoint presentation.
- Attendance record (sign-in sheet).
- Meeting minutes.

Assumptions:

- Workshop to take place within one week after submittal to City.

**Task 4 Draft and Final Cardinal Hill WWTF Facility Plan**

The information will be compiled and documented in the Cardinal Hill WWTF Facility Plan as noted below.

**Task 4.1 Draft Cardinal Hill WWTF Facility Plan**

Stantec will compile information contained in the Technical Memorandums for the various planning elements outlined in the previous tasks into a Cardinal Hill WWTF Facility Plan that also addresses comments received from City staff from Tasks 2 through 3. An Executive Summary will also be prepared. Appendices will be created that include pertinent supporting documentation. The draft report will be provided to the City for review.

Deliverables:

- Draft Cardinal Hill WWTF Facility Plan one (1) electronic copy (PDF)

Assumptions:

- City to review the Draft Cardinal Hill WWTF Facility Plan report and provide comments within 5 working days of submittal.

**Task 4.2 Workshop Facility Plan Update Review**

Stantec will hold a review workshop after the submittal of the Draft Cardinal Hill WWTF Facility Plan and is anticipated to be conducted in-person. City's comments which require revisions to the draft report will be addressed in the Final Cardinal Hill WWTF Facility Plan

Deliverables:

- Meeting agendas for all attendees.
- PowerPoint presentation.
- Attendance record (sign-in sheet).
- Meeting minutes.

Assumptions:

- Workshop to take place within two weeks after submittal of Draft Cardinal Hill WWTF Facility Plan to City.
- City to arrange workshop location at City facilities. Stantec to arrange virtually meeting over MS Teams for team members attending virtually.

**Task 4.3 Final Cardinal Hill WWTF Facility Plan**

Stantec will address City review comments and finalize the document. A Final Cardinal Hill WWTF Facility Plan will be submitted to the City and FDEP in accordance with the requirements of the Consent Order. One (1) electronic copy (PDF format) of the final report will be provided to the City.

Deliverables:

- Final Cardinal Hill WWTF Facility Plan one electronic copy (PDF).

Assumptions:

- The City will forward one electronic copy be provided to FDEP.

## Assumptions

1. City will provide to Stantec existing record drawings, utility as-builts, technical data, and other record applicable information pertinent to the project available to City. Stantec will be entitled to reasonably rely upon the information and data provided by City or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Services. The parties agree that Stantec will be entitled to additional fees in the event additional services or reperformance of services are required as a result of any error or omission that may be contained in any such information.
2. Stantec will maintain and update the project schedule as the project progresses and will alert City if the any tasks are expected to extend beyond the originally scheduled dates.
3. City will review Stantec deliverables and return comments within the timeframes identified and agreed in the Baseline Project Schedule.
4. The effort for Draft Technical Memoranda preparation within Tasks 2 and 3 includes review by Independent Technical Reviewers (ITR) prior to submittal to City. The ITR members will be Stantec employees and selected based on TM content.
5. The site visit will be limited to visual observation (non-invasive) and it is not intended to be a condition assessment and/or comprehensive inspection.
6. The site visit and staff interviews will be conducted during normal plant operations. Stantec will not enter confined spaces.
7. Invasive structural and electrical engineering reviews are not included in the scope of work and can be provided as an additional service.
8. The Draft Cardinal Hill WWTF Facility Plan within Task 4 will be the compilation of each TM that incorporates City comments from the Draft TM review. The effort for Draft Cardinal Hill WWTF Facility Plan includes review by two ITR members prior to submittal to City. The ITR members will be Stantec employees.
9. Stantec will submit draft meeting minutes to City within 5 business days of a meeting. Stantec will allow 5 business days for receipt of comments from City on draft minutes before proceeding to issue final meeting minutes.
10. Opinions of Probable Construction Costs (OPCCs) are good faith construction cost estimates representing Stantec's best judgement as design professionals. Stantec develops OPCCs based on AACE standards and classification for cost estimates. OPCCs are developed based on Stantec's understanding of costs at the time of developing the estimates. Actual contractor pricing will vary from OPCC estimates, and significant variations may occur due to unknown site conditions or incomplete information at the time of the estimates, changing labor market and material costs, high degree of construction activity in the region, procurement method used, among other reasons.
11. It is anticipated a project duration of 4 months, assuming City will provide information in a timely manner to maintain project schedule as noted herein. Delays or challenges in

obtaining data are needed for Stantec as early as practical to allow adjustment to schedule and planning alternatives to be considered.

**Project Schedule**

A preliminary project schedule is included below assuming an NTP date to Stantec in August 2024.

Task	Description	Start Date	End Date	Duration (Days)
1	Project Management	10/28/2024	2/25/2025	120
2	Data Acquisition	10/28/2024	11/27/2024	30
3	Engineering Evaluations/Draft Technical Memo/Workshop	11/12/2024	12/12/2024	30
4	Draft and Final Facility Plan	12/12/2024	2/10/2025	60
4.1	Draft Facility Plan	12/12/2024	1/26/2025	45
4.2	Final Facility Plan	1/26/2025	2/25/2025	30

**Project Fee**

The total project not-to-exceed fee for the services described in this proposal is \$54,923.00. The project will be billed on a lump sum basis.

Tasks	Fee
Task 1 Project Management and Workshop 1	\$9,042.00
Task 2 Information Gathering	\$9,672.00
Task 3 Engineering Evaluations	\$12,184.00
Task 4.1 Draft Cardinal Hill WWTF Facility Plan	\$15,350.00
Task 4.2 Draft Cardinal Hill WWTF Facility Plan	\$8,675.00
<b>TOTAL</b>	<b>\$54,923.00</b>



# SUMMARY REPORT

Project Company	Stantec US Business Group
Project Currency	US Dollar
Contract Type	Time & Material

Project Summary		Total Fee
Labour		\$53,423.00
Expense		\$1,500.00
Subs		\$0.00
Total		\$54,923.00

Project Number	Cardinal Hill Wastewater Treatment Facility - Facility Plan
Project Name	Polk City
Client Name	1773
Business Centre	Sergio A. Hoyos
Project Manager	Ramon Castella
Project Independent Reviewer	

Planned Start Date	2024-10-28	Planned End Date	2025-02-28
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Name	Role	Billing Level	Billing Rate	Hours	Sub-Total Fee
Schmidt Jr, Harold	Client Executive	Level 18	\$284.00	90.00	\$25,560.00
Hoyos, Sergio	Project Manager	Level 16	\$269.00	51.00	\$13,719.00
Alaniz, Sofia	Project Engineer	Level 09	\$176.00	34.00	\$5,984.00
Schade, Bonnie	Project Assistant	Level 08	\$170.00	48.00	\$8,160.00
				223.00	\$53,423.00

<b>Expense</b>		<b>Billing Rate</b>	<b>Units</b>	<b>Sub-Total Fee</b>
Project Expenses		\$100.00	15.00	\$1,500.00
				<b>\$1,500.00</b>

**City Commission Meeting  
November 19, 2024**

**AGENDA ITEM #5:**

**Request for Proposal of an Independent Auditor**

     INFORMATION ONLY  
 ACTION REQUESTED

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**ISSUE:**

Request for Proposal of an Independent Auditor

**ATTACHMENTS:**

- Template/sample packet of the RFP to be advertised
- Florida Statutes, Section 218.391

**ANALYSIS:**

Polk City's Auditor of many years, Mike Brynjulfson, Brynjulfson CPA, has notified Polk City that he would no longer be Polk City's Independent Auditor. Brynjulfson's contract expired on September 30, 2024, and he has chosen not to renew his contract with the City.

Per Section 218.391, Florida Statutes:

1. Committee must be at least 3 members and one of these members must be a member of the governing body that will serve as chair of the committee.
2. An employee of the City may not serve as a member of the Auditor Selection Committee.
  - a. However, an employee may serve in an advisory capacity.
3. The Committee will:
  - a. Establish factors to use for evaluation.
  - b. Publicly announce request for proposals including a brief description of the audit and how firms can apply.
  - c. Provide interested firms with a request for proposal.
  - d. Evaluate proposals.
  - e. Rank and recommend in order of preference.
4. The Governing Board (City Commission) will then select one of the firms recommended by the Auditor Selection Committee and negotiate a contract.

**STAFF RECOMMENDATION:**

Staff is requesting approval of the RFP for an Independent Auditor.

**COVER PAGE**

**REQUEST FOR PROPOSALS – FINANCIAL AUDITING SERVICES**

**RFP#2024-XX**

**Mail or deliver to XXXXXXXXXX**

# Request for Proposal (RFP) for Professional Auditing Services

Issued by: Polk City, Florida

State of Florida

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## I. Introduction

Polk City, Florida is requesting proposals from qualified independent certified public accounting firms to provide professional auditing services for fiscal years ending September 30, 2025, 2026 and 2027. This audit shall be performed in accordance with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (the "Yellow Book"), applicable Florida statutes, and regulations.

Pursuant to **Florida Statutes Chapter 218, Part III**, audits of local governmental entities are required to be conducted in accordance with the **Rules of the Florida Auditor General** (Chapter 10.550). In addition, if the Polk City, Florida meets the current applicable federal or state single audit threshold, the auditor may also be required to perform a Single Audit in accordance with the Single Audit Act and **Section 215.97, Florida Statutes**, which incorporates the requirements of Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

The auditor will also be required to perform an examination engagement in accordance with **AICPA Professional Standards Section AT-C 315**, to determine compliance with the provisions of **Florida Statutes Section 218.415 (Local Government Investment Policies)**, as required by the **Rules of the Florida Auditor General (Chapter 10.550)**.

## II. General Information

### 1. Issuing Entity

- **Name of the Local Government:** Polk City, Florida
- **Address:** [Insert Address]
- **Contact Person:** [Insert Name and Title]
- **Phone Number:** [Insert Phone Number]
- **Email Address:** [Insert Email]

### 2. General Description of Polk City, Florida

Polk City, Florida is a small city located in Polk County, Florida, with a population of approximately 3,000. The City provides a wide range of services to its residents, including:

- **General Government:** Administrative, legislative, and financial management, including budgeting, and planning.
- **Transportation:** Maintenance of local streets, sidewalks, traffic control systems, and other public infrastructure.
- **Public Safety:** Law enforcement and code enforcement. Law enforcement services are provided by the Polk County Sheriff's office pursuant to an interlocal agreement.
- **Sanitation:** Solid waste collection and disposal. Solid waste services are provided by a private contractor.
- **Water and Wastewater:** Operation and maintenance of the water supply, distribution system, wastewater treatment facilities, and stormwater management.



The City's primary sources of revenue include ad valorem property taxes, utility service fees, state revenue-sharing funds, and various other local revenues such as franchise fees and permits.

The City has engaged a CPA as a financial statement preparer and the auditor will be provided with an adjusted trial balance and documentation supporting financial statement amounts and disclosures as soon as possible after the end of the year and once auditing has been substantially completed, will prepare a complete set of basic financial statements under the Governmental Accounting Standards Board financial reporting framework.

## **2. Purpose**

The purpose of this RFP is to obtain the services of a qualified firm to perform an independent audit of the financial statements of the Polk City, Florida in accordance with applicable auditing standards for fiscal years ending September 30, 2025, 2026 and 2027 including **Florida Statutes Chapter 218, Part III**, the **Rules of the Florida Auditor General**, and an examination engagement under **AICPA Professional Standards Section AT-C 315** for compliance with **Florida Statutes Section 218.415**.

## **III. Scope of Services**

### **1. Financial Audit**

The auditor shall conduct an examination and prepare an opinion on the financial statements in accordance with:

- **Generally Accepted Auditing Standards (GAAS),**
- **Government Auditing Standards (Yellow Book),**
- **Florida Statutes Chapter 218, Part III,**
- **Rules of the Florida Auditor General, Chapter 10.550,**
- Any other applicable local, state, or federal regulations.

The audit shall cover all funds, account groups, and component units of Polk City, Florida.

### **2. Single Audit (As-Needed Basis)**

If Polk City, Florida meets the current applicable federal or state single audit threshold, a Single Audit shall be required in accordance with:

- The Single Audit Act Amendments of 1996,
- **Section 215.97, Florida Statutes,**
- Subpart F of 2 CFR Part 200 (Uniform Guidance),
- Government Auditing Standards, and
- Any additional applicable requirements.

### **3. Examination Engagement - Compliance with Florida Statutes Section 218.415**

The auditor shall conduct an **examination engagement** in accordance with **AICPA Professional Standards Section AT-C 315** to determine compliance with the provisions of **Florida Statutes Section 218.415 (Local Government Investment Policies)**. This engagement is required by the **Rules of the Florida Auditor General, Chapter 10.550**, which mandates that auditors verify compliance with state law governing the investment of public funds.

#### 4. Reporting

The selected firm will be responsible for:

- Providing an independent auditor's report,
- Preparing the report on internal control over financial reporting and on compliance with provisions of laws, regulations, contracts, and grant agreements,
- Issuing a management letter in accordance with **Section 218.39(4), Florida Statutes**, and the **Rules of the Florida Auditor General, Chapter 10.550**,
- Communicating any **significant deficiencies** or material weaknesses in internal controls,
- Preparing and submitting a report on the **examination engagement** for compliance with **Florida Statutes Section 218.415**, as required by the **Rules of the Auditor General**,
- Attending meetings with local government officials as necessary to present audit and examination engagement findings.

#### IV. Proposal Submission Requirements

Proposals must include the following information:

##### 1. Firm Background and Experience

- Provide an overview of the firm's experience in governmental audits, particularly with local governments in Florida.
- List any Yellow Book, Single Audit, and examination engagement experience, including examples of prior engagements.
- Provide firm's organizational structure and philosophy for rotating staff.

##### 2. Independence

- The proposer should provide an affirmative statement that all key supervisory personnel assigned to the engagement are independent of the City, as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards*. In addition, the proposer should have no conflict of interest regarding any other work performed by the firm for the City.

##### 3. License Requirements, CPE

- The firm and assigned key professional staff must be properly registered and licensed to practice in the State of Florida. The firm must be Certified and Registered with the Florida Department of Professional Regulation, AICPA, and FICPA.
- Provide all applicable licenses, including license name, license numbers and contact information for the Firm and for the assigned key professional staff. The Town assumes a current CPA license for key staff is a valid proxy for proof of maintaining annual CPE requirements.

##### 4. Staff Qualifications

- List the key personnel who will be assigned to this engagement, including their resumes and relevant certifications (e.g., CPA, CFE).
- Confirm compliance with Government Auditing Standards and Florida-specific continuing professional education (CPE) requirements.

## 5. Audit Approach

- Describe your firm’s audit approach and methodology.
- Indicate how your firm will comply with the provisions of Government Auditing Standards, the Single Audit Act, **Florida Statutes Chapter 218, Part III**, the **Rules of the Florida Auditor General**, and the **AICPA Professional Standards Section AT-C 315** for compliance with **Florida Statutes Section 218.415**.

## 6. References

- Provide at least three references from local government clients in Florida where similar audit and examination engagement services have been performed.

## 7. Cost Proposal

- Provide a detailed not-to-exceed fee proposal for each year that includes the fee structure (estimated blended hourly rates and projected hours) for the financial audit, Single Audit (if required), and the examination engagement. The fee structure should be shown separately for each of the above segments (financial audit, single audit and examination engagement).
- Include any additional charges that may apply (e.g., out-of-pocket expenses).
- Hourly rates for additional professional services.

## 8. Timeline

- Outline the expected timeline for conducting and completing the audit, Single Audit, and examination engagement, including key milestones.

## V. Evaluation Criteria

Proposals will be evaluated based on the following factors:

1. Experience and qualifications of the firm and assigned personnel.
2. Knowledge of Florida-specific governmental auditing requirements, including **Chapter 218, Part III, Florida Statutes, Section 218.415**, and the **Rules of the Florida Auditor General**.
3. Demonstrated understanding of Government Auditing Standards (Yellow Book), the Single Audit process, and the examination engagement requirements.
4. Quality and clarity of the proposed audit approach and methodology.
5. Cost proposal and overall value.
6. References and reputation in providing audit and examination engagement services to similar local governments.

The criteria are itemized with their respective weights for a maximum total of 100 points per Selection Committee member.

<b>EVALUATION CRITERIA</b>	<b>MAX POINTS</b>
Experience and qualifications	30
Knowledge of Auditing Requirements	30
Quality and clarity of the audit approach	20
Pricing	20

## **VI. Evaluation Committee**

The Evaluation Committee shall review all Proposals for compliance with the specifications and select a vendor(s) for recommendation. The City may, as it deems necessary, conduct discussions with responsible Proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Contingent upon successful ranking of Proposals and negotiation of contracts, nothing shall preclude the from selecting a single, qualified firm to provide the services.

An Evaluation Committee meeting will be held at a date and time to be determined.

## **VII. Agreement Terms and Renewals**

The initial contract term shall be for a period of three (3) years. The City reserves the right to renew the contract for two (2) additional one (1) year periods. The option of renewal shall only be exercised upon mutual written agreement by both parties and upon approval by the City Commission. All terms and conditions and unit prices shall remain the same as the original agreement, unless mutually agreed upon in writing. The agreement contract shall be in writing and must include, at minimum, the following provisions as required by Florida Statute 218.391(7):

- (a) A provision specifying the services to be provided and the fees for such services.
- (b) A provision requiring that the invoices for fees be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
- (c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

## **VIII. Submission of Proposals**

Proposals must be received by [Insert Deadline Date] at the following address:

[Insert Local Government Address]

[Insert City, State, Zip Code]

Attention: [Insert Name and Title]

Proposals may also be submitted electronically via email to: [Insert Email Address]

While every effort has been made to ensure the accuracy and completeness of the information in this RFP, we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned herein. It is the responsibility of the proposing company to include in their proposal all pertinent information.

*Late submissions will not be considered.*

## **IX. Rights Reserved by the Polk City, Florida**

The Polk City, Florida reserves the right to:

- Reject any or all proposals,
- Waive any informalities in the proposals,
- Request additional information from any proposing firm,
- Modify the terms, conditions, and scope of the RFP as needed.

## **X. Inquiries**

For additional information or questions regarding this RFP, please contact:

[Insert Contact Person Name and Title]

[Insert Phone Number]

[Insert Email Address]

## **XI. REQUIRED ATTACHMENTS**

Please provide the following attachments for all proposals

- Fee proposal.
- References.
- Copies of CPA licenses for all key professional staff.
- Copy of most recent peer review report.
- Affirmative statement of independence and no conflict of interest.
- Noncollusion Affidavit

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**We look forward to receiving your proposal.**

**Sincerely,**

[Insert Name]

[Insert Title]

Polk City, Florida

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**NON-COLLUSION AFFIDAVIT**

State of Florida

County of \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_(affiant), who, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (name/title) of \_\_\_\_\_ (name of firm) hereinafter referred to as the "Bidder," and that he/she has the authority to make this affidavit on behalf of the Bidder.
2. The Bidder is submitting a proposal to **Polk City, Florida**, in response to a Request for Proposal (RFP) for Auditing Services.
3. The Bidder certifies that the proposal is genuine, and the prices quoted therein have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or with any competitor with the intent of restricting competition.
4. The Bidder further certifies that:
  - o No attempt has been made, or will be made, by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of limiting competition.
  - o The prices in the proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder before the opening of proposals to any other bidder or competitor.
5. The Bidder certifies that neither it nor its officers, directors, partners, owners, agents, representatives, employees, or parties in interest have in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted.
6. The Bidder understands that false statements made in this affidavit are subject to the penalties of perjury, and that providing false, misleading, or fraudulent information may result in disqualification from the bidding process or nullification of any contract awarded based on the proposal.
7. The Bidder acknowledges that this affidavit is made for the purpose of inducing Polk City, Florida to award a contract for auditing services.

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Signature of Affiant:** \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, **20**, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

**Notary Public, State of Florida**

**Print Name:** \_\_\_\_\_

My commission expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Select Year:  

## The 2024 Florida Statutes

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Title XIV  
TAXATION AND  
FINANCE

Chapter 218  
FINANCIAL MATTERS PERTAINING TO POLITICAL  
SUBDIVISIONS

[View Entire  
Chapter](#)

### **218.391 Auditor selection procedures.—**

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. 218.39.

(2) The governing body of a county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection committee.

(a) The auditor selection committee for a county must, at a minimum, consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the State Constitution or their respective designees and one member of the board of county commissioners or its designee.

(b) The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee.

(c) An employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee established under this subsection; however, an employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

(d) The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. 218.39; however, the committee may serve other audit oversight purposes as determined by the entity's governing body. The public may not be excluded from the proceedings under this section.

(3) The auditor selection committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.



(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the auditor selection committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. [218.39](#) and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

(9) If the entity fails to select the auditor in accordance with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32; s. 15, ch. 2019-15.