CITY OF BARTOW
CITY COMMISSION REGULAR MEETING
MONDAY, MARCH 2, 2026 AT 6:00 PM
OR AS SOON THEREAFTER AS POSSIBLE
CITY HALL COMMISSION CHAMBERS
450 NORTH WILSON AVE., BARTOW, FL 33830

AGENDA

1. CALL TO ORDER AND ROLL CALL
2. INVOCATION
   a. Pastor Andrew Farley, Mount Olive Freewill Baptist Church
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. PROCLAMATIONS AND SPECIAL PRESENTATIONS
   a. Issuance of a proclamation recognizing the 55th Annual Bloomin' Arts Festival, March 7-8, 2026. Being accepted by Bloomin' Arts Co-Chairpersons, Michell Githens and Lara Frederickson.
   b. Issuance of a proclamation recognizing March 2026 as American Red Cross Month. Being accepted by Tina Sweeten. Executive Director, American Red Cross of Mid-Florida.
   c. Presentation of March 2026 Beautification Awards — PRCA Asst. Director Kyle Lasek
5. GENERAL PUBLIC COMMENT
   At this time, the Commission will receive comments from the public regarding matters not appearing on this agenda.
6. CITY ANNOUNCEMENTS
7. REPORTS OF CHARTER OFFICERS
   a. City Manager Communications
   b. City Attorney Communications
   c. Legislative Updates
8. AGENDA MODIFICATION/APPROVAL
9. PUBLIC COMMENT ON AGENDA ITEMS

At this time, the Commission will receive comments from the public regarding matters that appear on this agenda, not otherwise scheduled for a separate Public Hearing.

10. HEARINGS – FIRST AND SECOND READINGS AND PUBLIC HEARINGS

    a. Public hearing and consideration of RESOLUTION NO. 26-4253-R – A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BARTOW, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT; APPROVING AND ADOPTING THE AUGUST 2025 REPORT OF THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL ENTITLED 2025 BARTOW CRA FINDING OF NECESSITY; MAKING SUPPLEMENTAL LEGISLATIVE FINDINGS AND A SUPPLEMENTAL FINDING OF NECESSITY PURSUANT TO SECTION 163.355, FLORIDA STATUTES, FOR THE EXERCISE OF COMMUNITY REDEVELOPMENT AUTHORITY, PURSUANT TO THE COMMUNITY REDEVELOPMENT ACT OF 1969, OVER TWO (2) PARCELS OF REAL PROPERTY COMMONLY KNOWN AND REFERRED TO AS CARVER RECREATION CENTER AND TUSCAN MASONIC LODGE; ADDING THE CARVER RECREATION CENTER AND TUSCAN MASONIC LODGE PROPERTIES TO THE EXISTING COMMUNITY REDEVELOPMENT AREA OF THE CITY OF BARTOW, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

    b. Public hearing and consideration of RESOLUTION NO. 26-4254-R – A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BARTOW, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT; APPROVING THE RECOMMENDATIONS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF BARTOW, FLORIDA; APPROVING THE 2026 BARTOW CRA COMMUNITY REDEVELOPMENT PLAN UPDATE DATED JANUARY 2026 FOR THE BARTOW COMMUNITY REDEVELOPMENT AREA PURSUANT TO THE COMMUNITY REDEVELOPMENT ACT OF 1969; PROVIDING FINDINGS REGARDING THE COMMUNITY REDEVELOPMENT PLAN UPDATE AND AGENCY ACTIVITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

    c. Public hearing and consideration of RESOLUTION NO. 26-4255-R – A RESOLUTION OF THE CITY OF BARTOW, FLORIDA, AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA (THE "AGENCY") TO ENTER INTO LOAN AGREEMENTS WITH THE LENDER AND OBTAIN A LOAN THEREUNDER; DESIGNATING THE 2026A NOTE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" UNDER SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986; APPROVING AN INTERLOCAL AGREEMENT; APPROVING THE ACTIONS TAKEN BY THE AGENCY WITH RESPECT TO ITS APPROVAL OF THE LOAN AGREEMENT AND THE LOAN; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

    d. Public hearing and final reading of Ordinance No. 2025-17 - AN ORDINANCE ANNEXING UPON THE PETITION OF THE OWNERS THEREOF APPROXIMATELY 369.3 ACRES OF PROPERTY LOCATED ON THE

NORTH SIDE OF HIGHWAY 60 EAST; SOUTH SIDE OF GERBER DAIRY ROAD; AND 3,600' WEST OF RIFLE RANGE ROAD IN SECTIONS 29 THRU 32, TOWNSHIP 29S, RANGE 26E, POLK COUNTY FLORIDA; PROVIDING FOR SCRIVENER'S ERROR; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.

e. Public hearing and final reading of Ordinance No. 2025-18 — AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF BARTOW, FLORIDA; SAID AMENDMENT BEING KNOWN AS "AMENDMENT NO. CPA-25-01-LS – EMILIE EAST"; SPECIFICALLY ASSIGNING LOW DENSITY RESIDENTIAL LAND USE TO RECENTLY ANNEXED PARCELS OWNED BY SMITH GERBER, LLC; TRANSMITTING SAID AMENDMENT TO FLORIDACOMMERCE DIVISION OF COMMUNITY DEVELOPMENT FOR A FINDING OF COMPLIANCE; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.

f. Public hearing and final reading of Ordinance No. 2025-19 - AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BARTOW, FLORIDA, ZONING APPROXIMATELY 369.3 ACRES OF LAND OWNED BY SMITH GERBER, LLC AND LOCATED IN SECTIONS 29 THRU 32, TOWNSHIP 29S, RANGE 26E, POLK COUNTY FLORIDA, AS PD, PLANNED DEVELOPMENT; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.

g. Public hearing and final reading of Ordinance No. 2025-21 - AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF BARTOW, FLORIDA; SAID AMENDMENT BEING KNOWN AS "AMENDMENT NO. CPA-25-02-LS – EMILIE WEST"; SPECIFICALLY TO CHANGE THOSE PARCELS OF LAND OWNED BY CLEAR SPRINGS LAND COMPANY, LLC., FROM CLEAR SPRINGS PLANNED INDUSTRIAL TO CLEAR SPRINGS RESIDENTIAL; TRANSMITTING SAID AMENDMENT TO THE FLORIDACOMMERCE DIVISION OF COMMUNITY DEVELOPMENT FOR A FINDING OF COMPLIANCE; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.

h. Public hearing and final reading of Ordinance No. 2025-22 - AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BARTOW, FLORIDA, ZONING APPROXIMATELY 556 ACRES OF LAND OWNED BY CLEAR SPRINGS LAND COMPANY, LLC AND LOCATED IN SECTION 25, TOWNSHIP 29S, RANGE 25E AND SECTION 30, TOWNSHIP 29S, RANGE 26E, POLK COUNTY FLORIDA, AS PD, PLANNED DEVELOPMENT; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.

i. Public hearing and final reading of Ordinance No. 2025-23 – AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF BARTOW, FLORIDA; SAID AMENDMENT BEING KNOWN AS "AMENDMENT #CPA-25-

03-TEXT"; SPECIFICALLY TO AMEND POLICY 3.2.7 AND 3.3.38 OF THE FUTURE LAND USE ELEMENT TO: 1) EXTEND THE BUILDOUT YEAR OF THE CLEAR SPRINGS SECTOR PLAN DETAIL SPECIFIC AREA PLAN #1; 2) INCORPORATE THE CLEAR SPRINGS LAND USE EQUIVALENCY MATRIX; AND 3) ALLOW RENEWABLE ENERGY SOURCES (SOLAR POWER) IN ALL CLEAR SPRINGS LAND USE DESIGNATIONS; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) FOR A FINDING OF COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERROR; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE.

j. Public Hearing — Review and consideration by the City Commission of the City of Bartow of a request by Clear Springs Land Company, LLC, to amend a previously approved Development Agreement with the City of Bartow.

k. Public hearing and final reading of Ordinance 2026-01 — AN ORDINANCE RELATING TO ELECTRIC SERVICE UTILITIES; AMENDING CERTAIN SECTIONS OF CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW; SPECIFICALLY UPDATING SECTIONS DEALING WITH THE PAYMENT OF BILLS AND INSTALLATION OF UNDERGROUND FACILITIES; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

11. CONSENT AGENDA

a. Approval of February 16, 2026. City Commission Regular Meeting minutes.

b. Approval of February 16, 2026 City Commissioner absence(s): None

c. Consideration and approval of updated Electric Utilities Cost in Aid of Construction Guidelines.

d. State Appropriate funded Fire Truck Purchase through Sourcewell Cooperative with Oshkosh Corporation/Pierce Manufacturing (Ten-8). (Cooperative Purchasing/Governmental Contracts that exceed $100,000.00)

e. Consideration and approval, authorizing staff to enter contract negotiations starting with the highest ranked firm CityVitae, LLC for Electric Vehicle Charging Station Infrastructure Implementation.

f. Approval of staff request to apply for and the use of the FY 2026-2027 Community Development Block Grant (CDBG) in the amount of $102,630.19.

12. OTHER COMMISSION BUSINESS

a. OLD BUSINESS

b. NEW BUSINESS

13. RESOLUTIONS

14. COMMISSIONER COMMENTS
    a. GARY BALL
    b. LEO E. LONGWORTH
    c. TRISH PFEIFFER
    d. LAURA SIMPSON
    e. TANYA TUCKER
15. ADJOURNMENT

Please be advised that if you desire to appeal any decisions made because of the above hearing or meeting, you will need a record of the proceedings and in some cases a verbatim record is required. You must make your own arrangements to produce this record. (Florida Statute 286.0105). The City Commission may continue the public hearing(s) to other dates and times as it deems necessary. Any interested party shall be advised that the date, time, and place of any continuation of these or continued public hearings may be announced during the hearing and that no further notices regarding this matter will be published. If you are a person with a disability who needs any accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk's Office at 450 N. Wilson Avenue, P.O. Box 1069, Bartow, Florida 33831-1069 or phone (863) 534-0100 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771. Posted at City Hall, Bartow Public Library, the City's website: www.cityofbartow.net and Facebook page on February 26, 2026.

City of Bartow
Polk County's Capital City

PROCLAMATION

WHEREAS, for fifty-five years each spring, the citizens of Bartow have celebrated the community's creative spirit through the artistic and botanical works of Bartow residents and surrounding areas; and

WHEREAS, on March 7 and 8, 2026, the City of Bartow will host the 55th Annual Bartow Bloomin' Arts Festival, presented by Moody Law, P.A., and co-hosted by the Bartow Art Guild, the Greater Bartow Chamber of Commerce, and Main Street Bartow; and

WHEREAS, the 55th Annual Festival is proudly supported by presenting sponsor Moody Law, P.A., along with Benefactors including Watson Clinic, Orlando Health, Mosaic, Citizens Bank and Trust, SouthState Bank, and A-C-T Environmental & Infrastructure; Patrons including Clear Springs, Bartow Art Guild, and the Lakeland Arts Association; and media sponsor D-R Media; and

WHEREAS, honoring both tradition and public safety, the Festival will feature Fine Arts and Crafts, a Student Art Show, a Car Show, a Quilt Show, a Plein Air Competition, a Bike Ride, children's activities, free entertainment, and food throughout the downtown area; and

WHEREAS, the City Commission of Bartow desires to recognize and support this long-standing and healthful community event that highlights the arts, fellowship, and civic pride.

NOW, THEREFORE, I, Tanya Tucker, by virtue of the authority vested in me as Mayor of the City of Bartow, do hereby proclaim March 7 and 8, 2026 as:

BLOOMIN' ARTS FESTIVAL DAYS

and encourage all residents and visitors to join in the celebration by safely participating in the festival's events and embracing the creative and community spirit that defines the occasion.

DATED at Bartow, Florida, this 2nd day of March 2026.

CITY OF BARTOW

By: _____
Mayor Tanya Tucker

ATTEST WITH SEAL:

By: _____
City Clerk Jacqueline Poole

City of Bartow
Polk County's Coastal City

PROCLAMATION

WHEREAS, in March, we celebrate American Red Cross Month by honoring our neighbors who make its humanitarian mission possible in Bartow. Every day, their acts of kindness change lives, bringing relief, comfort and hope when help can't wait. This compassionate spirit runs deep in our community, just as it has for 145 years through the American Red Cross; and

WHEREAS, In 2025, Red Cross volunteers responded to several fires in Winter Haven. They assisted 19 individuals with comfort kits, referrals to other agencies, mental health services, health services and over $2,800 in cash assistance. In addition, 142 Polk County volunteers taught 1801 residents preparedness classes and provided 194 Veterans with critical emergency services; and

WHEREAS, today, those who serve with the Mid-Florida Chapter light the way during emergencies whether it's delivering shelter, food and comfort after disasters; providing a safe, lifesaving blood supply for patients facing conditions like cancer treatments, childbirth complications and traumatic injuries; assisting military members, veterans and their families with 24/7 global support; or empowering individuals with skills like first aid and CPR that save lives; and

WHEREAS, these collective efforts are a powerful reminder that the strength of our community lies in our shared commitment to one another. As we mark Red Cross Month, let's celebrate our local heroes and resolve to continue lifting each other up, so no one faces an emergency alone.

NOW, THEREFORE, I, Tanya Tucker by virtue of the authority vested in me as Mayor of the City of Bartow, do hereby proclaim March 2026 as:

AMERICAN RED CROSS MONTH

in the City of Bartow, Florida and encourages all citizens of Bartow to reach out and support its humanitarian mission.

DATED at Bartow, Florida this 2nd day of March, 2026.

CITY OF BARTOW

By:_____
Mayor Tanya Tucker

ATTEST WITH SEAL:

By:_____
City Clerk Jacqueline Poole

City of Bartow
Parks Recreation & Cultural Arts

March 2026 Beautification Award Winners

PRCA Director
Jason Hargrove

2295 Martin Luther King Jr. BLVD

RESIDENTIAL

Cornelius Threatt

March 2026 BEAUTIFICATION AWARD

1080 S Oak Avenue

RESIDENTIAL

Yolanda Floyd

March 2026 BEAUTIFICATION AWARD

1195 Luke Avenue

COMMERCIAL

Legacy Dance

Owner: Cari & Dusty Daniels

March 2026

BEAUTIFICATION AWARD

City of Bartow
Parks Recreation & Cultural Arts

APRIL AWARD WINNERS WILL BE ANNOUNCED AT THE APRIL 6th COMMISSION MEETING

CITY OF BARTOW, FLORIDA

TO: Honorable Mayor and City Commissioners, City of Bartow City Commission
THROUGH: Mike Herr, City Manager
FROM: Drew Crawford, Assistant City Attorney
DATE: March 2, 2026
SUBJECT: Resolution No. 26-4253-R

SUMMARY AND BACKGROUND

The Community Redevelopment Act of 1969 (the "Act"), as amended provides in part that No county or municipality shall exercise the community redevelopment authority conferred by" Florida law until "the governing body has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in" the definitions of "slum" and/or "blight" as stated in Sections 163.340(7) and 163.340(8) of the Florida Statutes (2025).

In 2025, the Bartow Community Redevelopment Agency (the "CRA") contracted with the Central Florida Regional Planning Council to develop a revised community redevelopment plan which would, in part, address whether the adjacent Carver Recreation Center and Tuscan Masonic Lodge parcels should be added to the boundaries of the Bartow community redevelopment area.

After completing its initial work, in August 2025 the Central Florida Regional Planning Council issued the attached "2025 Bartow CRA Finding of Necessity" study document (the "Finding") recommending that the Carver Recreation Center and Tuscan Masonic Lodge parcels be declared as "blight" under the Act and made eligible for community redevelopment activities and the spending of increment revenues.

As detailed in the Finding:

1. Carver Recreation Center

Ownership:	Public, City of Bartow, Florida
Property Address:	520 Herbert Dixon Boulevard, Bartow, Florida 33830
Parcel Number:	25-30-09-000000-031010
Property Size:	10.021 acres
Facilities:	Three recreational buildings with a combined 29,740 square feet of usable space; newest building constructed in 1999
Zoning and Use:	Public Institutional (PI); Carver Recreation Center provides daily services to the Bartow East Side and East End communities and hosts special events year-round

By integrating Carver Recreation Center into the community redevelopment area, the Community Redevelopment Agency can enhance its role in community development, provide resources for facility enhancement, programming, infrastructure improvement, community engagement, community recreation, and resident outreach, support quality-of-life improvements for residents of the community redevelopment area and the East End/East Side in particular, and increase the recreation center's effective capacity to serve the community redevelopment area and the Community Redevelopment Agency's area of operations.

2. Tuscan Masonic Lodge

Ownership: Private, Charitable and Fraternal, Tuscan Lodge No. 6, F&AM

Property Address: 320 Florida Avenue South, Bartow, Florida 33830

Parcel Number: 25-30-05-375000-012020

Property Size: 0.2509 acres

Facilities: One building with three stories, a commercial kitchen, and a large banquet hall with a combined 13,800 square feet of space

Present Use: Public Institutional (PI); Vacant

Expanding the CRA boundary to include the Tuscan Masonic Lodge will create opportunities for targeted investments in commercial and residential development and an opportunity to transition what is currently a use exempt from ad valorem taxation to a participating property on the city and county tax rolls. This historic property is currently well-positioned to benefit from redevelopment incentives aimed at fostering economic growth and improving the property's physical environment. Potential redevelopment options include mixed-use development, cultural programming, and business incubation spaces that attract private investment and revitalization efforts.

Please note that, as part of the City and CRA staff's due diligence efforts, a presentation was developed and made to the Polk County Board of County Commissioners convened in work session to discuss the potential addition of the Carver Recreation Center and Tuscan Masonic Lodge properties to the Bartow community redevelopment area. No objections to the addition were received from the Board of County Commissioners or from Polk County staff.

To make a Finding of Necessity, Florida law requires:

1. A legislative finding that the conditions in the area meet the criteria for "slum" and/or "blight" as stated in Sections 163.340(7) and 163.340(8) of the Florida Statutes (2025);

2. A legislative finding that one or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in the city; and

3. A legislative finding that rehabilitation, conservation, or redevelopment, or a combination thereof, of the area, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city.

As the governing body of the City of Bartow, the City Commission is responsible under Florida law for issuing the required Finding of Necessity in order to add these parcels to the community redevelopment area. The Board of Commissioners of the CRA prepared the Finding of Necessity and has unanimously recommended its adoption.

A Finding of Necessity appears to be warranted based on the professional data and analysis supplied by the Central Florida Regional Planning Council as there appears located on or about the Subject Properties: (1) a predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities; (2) deterioration of site or other improvements; and (3) a governmentally owned building and grounds with adverse environmental conditions caused by a public or private entity; all of which impede revitalization and redevelopment and qualify the Subject Properties as "slum" and/or "blight" under the Act.

To ensure that the terms of the Act are properly followed, because this item is a prerequisite to a planned amendment of a CRA plan, this item likely requires a public hearing prior to adoption. All written reports and notices to taxing authorities and to the general public have been furnished, mailed, and published as required by the Community Redevelopment Act of 1969, as amended, and the Municipal Home Rule Powers Act. No formal objections from a taxing authority under Section 163.361(3)(b), Florida Statutes (2025) to area expansion have been received.

RECOMMENDATION

Staff recommends that the City Commission hold a public hearing as required by Section 163.361(2), Florida Statutes (2025) and, after consideration of all public comments, adopt Resolution No. 26-4253-R which will approve the 2025 Bartow CRA Finding of Necessity dated August 2025, prepared by Central Florida Regional Planning Council, and add the Carver Recreation Center parcel and Tuscan Masonic Lodge parcel to the Bartow community redevelopment area.

ATTACHMENTS

RESOLUTION NO. 26-4253-R

RESOLUTION NO. 26-4253-R

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BARTOW, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT; APPROVING AND ADOPTING THE AUGUST 2025 REPORT OF THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL ENTITLED 2025 BARTOW CRA FINDING OF NECESSITY; MAKING SUPPLEMENTAL LEGISLATIVE FINDINGS AND A SUPPLEMENTAL FINDING OF NECESSITY PURSUANT TO SECTION 163.355, FLORIDA STATUTES, FOR THE EXERCISE OF COMMUNITY REDEVELOPMENT AUTHORITY, PURSUANT TO THE COMMUNITY REDEVELOPMENT ACT OF 1969, OVER TWO (2) PARCELS OF REAL PROPERTY COMMONLY KNOWN AND REFERRED TO AS CARVER RECREATION CENTER AND TUSCAN MASONIC LODGE; ADDING THE CARVER RECREATION CENTER AND TUSCAN MASONIC LODGE PROPERTIES TO THE EXISTING COMMUNITY REDEVELOPMENT AREA OF THE CITY OF BARTOW, FLORIDA; PROVIDING FOR SEVERABLITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 1990, the City Commission of the City of Bartow, Florida created the Community Redevelopment Agency of the City of Bartow, Florida ("Bartow Community Redevelopment Agency" or "Bartow CRA") by adopting Ordinance 1547-A and the Bartow Community Redevelopment Area by adopting Resolution 2888-R; and

WHEREAS, in 2000, 2005 and 2007, the City Commission expanded the boundaries of the Bartow Community Redevelopment Area by adopting Resolutions 3238-R, 05-3554-R and 07-3630-R and making supplemental findings of necessity; and

WHEREAS, the *Community Redevelopment Act of 1969*, as amended (the "Act"), provides, in Section 163.355, Florida Statutes (2025), that "No county or municipality shall exercise the community redevelopment authority conferred by" the Act "until after the governing body has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in" the definitions of "slum" and/or "blight" as stated in Sections 163.340(7) and 163.340(8), Florida Statutes (2025); and

WHEREAS, the Board of Commissioners of the Bartow CRA has caused a "2025 Bartow CRA Finding of Necessity" dated August 2025, to be generated, a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, on January 28, 2026, the Board of Commissioners of the Bartow CRA, formally convened in regular public session, reviewed the 2025 Bartow CRA Finding of Necessity, and: (1) recommended that the City Commission of the City of Bartow, Florida adopt and approve the 2025 Bartow CRA Finding of Necessity as presented; (2) recommended that the City Commission of the City of Bartow, Florida issue a supplemental legislative finding, supported by data and analysis, that the two properties discussed in the 2025 Bartow CRA Finding of Necessity, namely

the properties commonly known as Carver Recreation Center and Tuscan Masonic Lodge (the "Subject Properties"), qualify as "slum" and/or "blight" pursuant to Section 163.355, Florida Statutes (2025); and (3) recommend that the City Commission add the Subject Properties to the Community Redevelopment Area of the City of Bartow, Florida; all by adopting CRA Resolution 2026-01-R, a copy of which is incorporated herein to this resolution by reference only; and

WHEREAS, on March 2, 2026, the City Commission of the City of Bartow, Florida held a public hearing on this Resolution and on the potential issuance of supplemental legislative findings and a supplemental finding of necessity; and

WHEREAS, the City Commission of the City of Bartow, Florida finds that all notices, reports and presentations required by Sections 163.346 and 163.355, Florida Statutes (2025), have been properly issued and timely furnished to taxing authorities and the general public; and

WHEREAS, at a duly called public work session of the Board of County Commissioners of Polk County, Florida convened February 28, 2025, the Board of County Commissioners advised by informal consensus that there was no objection from Polk County to the addition of the Subject Properties to the Community Redevelopment Area of the City of Bartow, Florida; and

WHEREAS, based on the professional data and analysis supplied by the Central Florida Regional Planning Council in the 2025 Bartow CRA Finding of Necessity, there appears located on or about the Subject Properties: (1) a predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities; (2) deterioration of site or other improvements; and (3) a governmentally owned building and grounds with adverse environmental conditions caused by a public or private entity; all of which impede revitalization and redevelopment and qualify the Subject Properties as "slum" and/or "blight" under the Act; and

WHEREAS, as the entity that created the Bartow CRA, the City Commission of the City of Bartow possesses the power to issue supplemental legislative findings and a supplemental finding of necessity, pursuant to the Act and the final order of the Tenth Judicial Circuit Court in and for Polk County, Florida issued October 1, 2000 in the matter of *Polk County Board of County Commissioners v. City Commission of the City of Bartow*, Case No. 2000CA-002595-0000-00 (Fla. 10th Jud. Cir.); **NOW, THEREFORE:**

Be it resolved by the city commission of the City of Bartow, Florida:

Section 1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein and found by the City Commission to be true and correct statements of fact.

Section 2. **Adoption and Approval of the 2025 Bartow CRA Finding of Necessity.** As governing body of the Community Redevelopment Area of the City of Bartow, Florida, the City Commission of the City of Bartow, Florida accepts, adopts, and approves the 2025 Bartow CRA Finding of Necessity report, drafted by the Central Florida Regional Planning Council and

published as of August 2025, as recommended of the Community Redevelopment Agency of the City of Bartow, Florida, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3. Supplemental Legislative Findings and Finding of Necessity by the City Commission. Based on the professional independent data and analysis attached hereto, which the City Commission finds credible, the City Commission of the City of Bartow, Florida issues the following supplemental legislative findings pursuant to Section 163.355, Florida Statutes (2025):

(a) For real property approximately 10.0210 acres in size located at 520 Herbert Dixon Boulevard, Bartow, Florida 33830, assigned Parcel Number 25-30-09-000000-031010, and commonly known as Carver Recreation Center, the following conditions exist, which qualify such property as slum and/or blight pursuant to Sections 163.340(7) and/or 163.340(8), Florida Statutes (2025):

(1) There is a deterioration of site or other improvements within the meaning of Section 163.340(8)(e), Florida Statutes (2025); and

(2) The property is governmentally owned with adverse environmental conditions caused by a public or private entity within the meaning of Section 163.340(8)(n), Florida Statutes (2025).

(b) For real property approximately 0.2509 acres in size located at 320 Florida Avenue South, Bartow, Florida, 33830, assigned Parcel Number 25-30-05-375000-012020, and commonly known as Tuscan Masonic Lodge, the following conditions exist, which qualify such property as slum and/or blight pursuant to Sections 163.340(7) and/or 163.340(8), Florida Statutes (2025):

(1) There is a predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities, to serve the property within the meaning of Section 163.340(8)(a), Florida Statutes (2025); and

(2) There is a deterioration of site or other improvements within the meaning of Section 163.340(8)(e), Florida Statutes (2025).

(c) The Subject Properties constitute a "slum area" and/or "blight area" within the meaning of Sections 163.340(7) and/or 163.340(8), Florida Statutes (2025). As such, the Subject Properties, which the City Commission of the City of Bartow, Florida finds to be adjacent to the existing boundaries of the Bartow Community Redevelopment Area, constitute a serious and growing menace and are injurious to the public health, safety, morals, and welfare of the residents of the City of Bartow; and that the existence of the Subject Properties, in their current state: contributes substantially and increasingly to the spread of disease and crime; constitutes an economic and social liability imposing onerous burdens which

decrease the tax base and reduce tax revenues; substantially impairs or arrests sound growth; retards the provision of housing accommodations; aggravates traffic problems; substantially hampers the elimination of traffic hazards and the improvement of traffic facilities; promotes juvenile delinquency; and consumes an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities.

(d) A Finding of Necessity is made pursuant to Section 163.355, Florida Statutes (2025), for the Subject Properties sufficient to confer upon the City of Bartow, Florida and the Community Redevelopment Agency of the City of Bartow, Florida, full authority to exercise all community redevelopment powers, found within and defined in Part III of Chapter 163, Florida Statutes, to conserve and rehabilitate the Subject Properties, improve the economic and social conditions of the Subject Properties, the community surrounding the Subject Properties, and the Bartow Community Redevelopment Area as a whole, and to preserve and enhance the tax base, through appropriate public action and the cooperation and voluntary action of owners and tenants of the Subject Properties.

(e) The Subject Properties are appropriate to add to the Bartow Community Redevelopment Area as adopted, updated, amended by Resolutions 2888-R, 3238-R, 05-3554-R and 07-3630-R, and the boundaries of the Bartow Community Redevelopment Area shall be updated and amended to include the same.

(f) One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in the City of Bartow, Florida.

(g) The rehabilitation, conservation, or redevelopment, or a combination thereof, of the Bartow Community Redevelopment Area, as updated and amended to include the Subject Properties, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

Section 4. **Severability.** If any part or provision of this Resolution shall be declared void or illegal by any Court or administrative agency having jurisdiction, it is the intent of the City Commission of the City of Bartow, Florida that the entire Resolution shall not be void, but that the remaining parts or provisions shall continue in effect as if adopted separately from the void or illegal part or provision. To this extent, the parts and provisions of this Resolution are each declared to be independently severable.

Section 5. **Conflicts.** All resolutions in conflict herewith are repealed to the extent necessary to give this Resolution full force and effect.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

INTRODUCED AND PASSED by the City Commission of the City of Bartow, Florida this 2nd day of March, 2026.

CITY OF BARTOW, FLORIDA

_____
Mayor Tanya Tucker

Attest:

_____
Jacqueline Poole, City Clerk

Approved as to form:

_____
Sean R. Parker, City Attorney

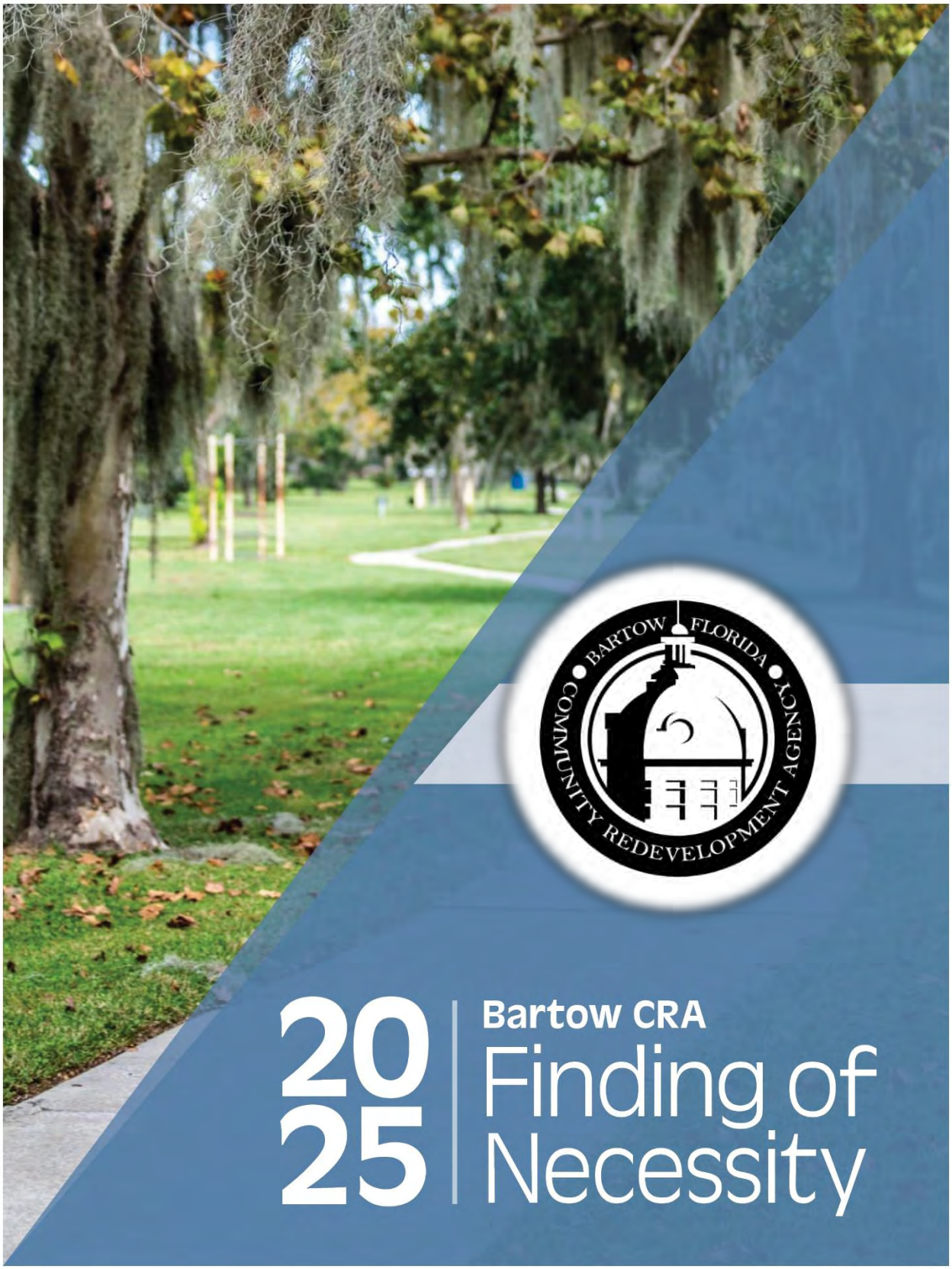
Approved as to Substance:

_____
Mike Herr, City Manager

RESOLUTION NO. 26-4253-R

EXHIBIT “A”

2025 Bartow CRA Finding of Necessity
August 2025



2025 Bartow CRA Finding of Necessity

August 2025

PREPARED BY

Central Florida Regional Planning Council
555 E Church Street, Bartow, FL 33830
863-534-7130 | www.cfrpc.org

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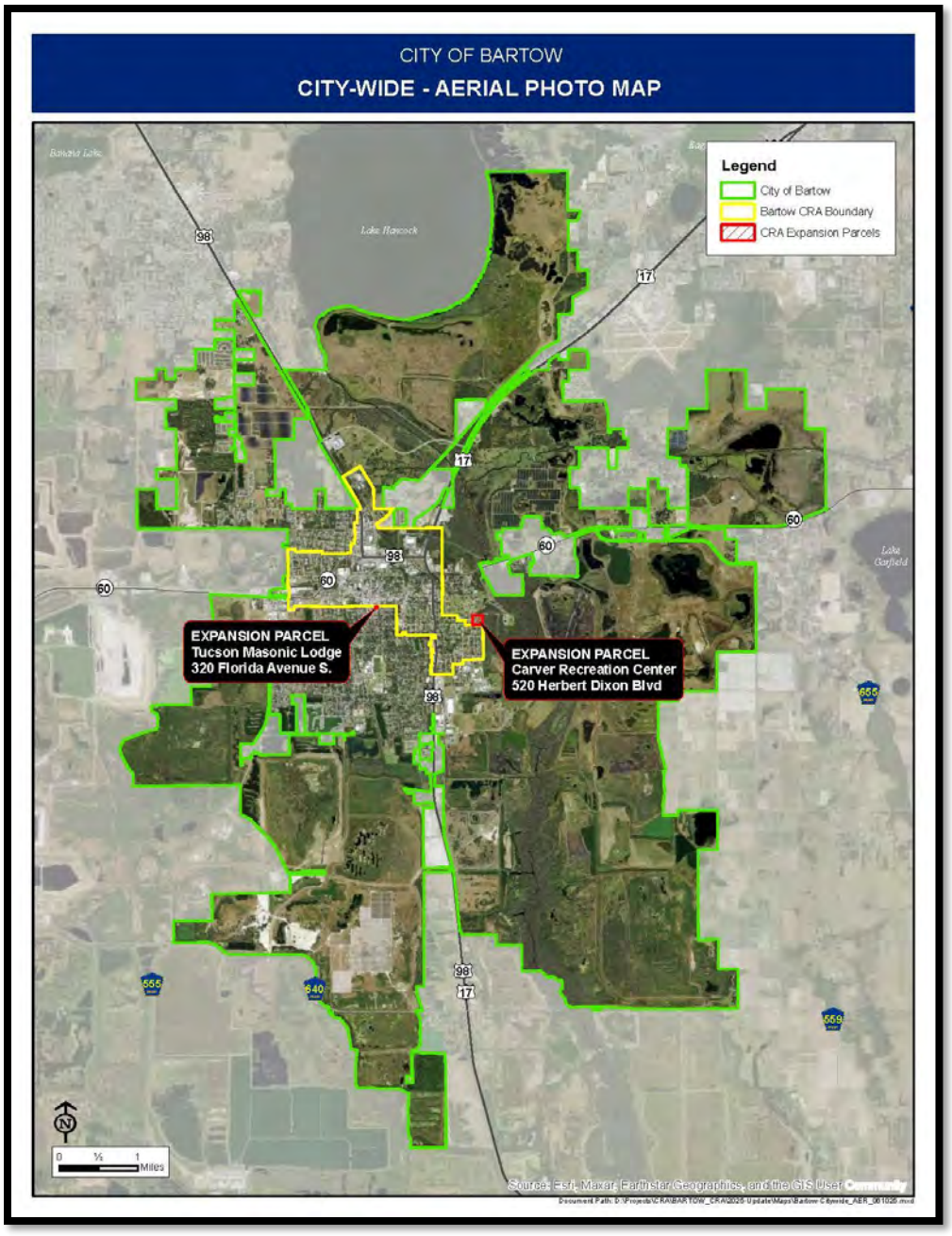

CITY OF BARTOW
CITY-WIDE - AERIAL PHOTO MAP
Legend
City of Bartow
Bartow CRA Boundary
CRA Expansion Parcels
EXPANSION PARCEL
Tucson Masonic Lodge
320 Florida Avenue S.
EXPANSION PARCEL
Carver Recreation Center
520 Herbert Dixon Blvd
Lake Hancock
Lake Garfield
Miles
Source: Esri, Maxar, Earthstar Geographics, and the GIS User

Introduction

A Community Redevelopment Plan is based upon the provisions set forth in Chapter 163.330, *FS.,* of the Community Redevelopment Act of 1969 (The Act). The Act provides a unique joint funding mechanism between Cities and Counties for focused ad valorem tax investment. One of the core goals of the Act is to eliminate "blight," defined as "deteriorating structures" which "are leading to economic distress" F.S. 163.340(8).

The Community Redevelopment Agency of the City of Bartow engaged the Central Florida Regional Planning Council (CFRPC) to prepare a Finding of Necessity (FON) and evaluate expansion sites for inclusion in the Bartow Community Redevelopment Area (Bartow CRA). The process for changing the boundaries of a CRA district is set by statute. If parcels are added to a CRA, the parcels must meet the statutory definition of "slum" or "blight".

Proposed expansion sites include the Carver Recreation Center and the Tuscan Masonic Lodge. This FON evaluates the proposed expansion sites to determine if conditions satisfy the definitions of "slum and blight" per Section 163.340(7), Florida Statutes.

This report includes the following: 1) identification of the geographic area; 2) presentation of data; and, 3) recommendations.

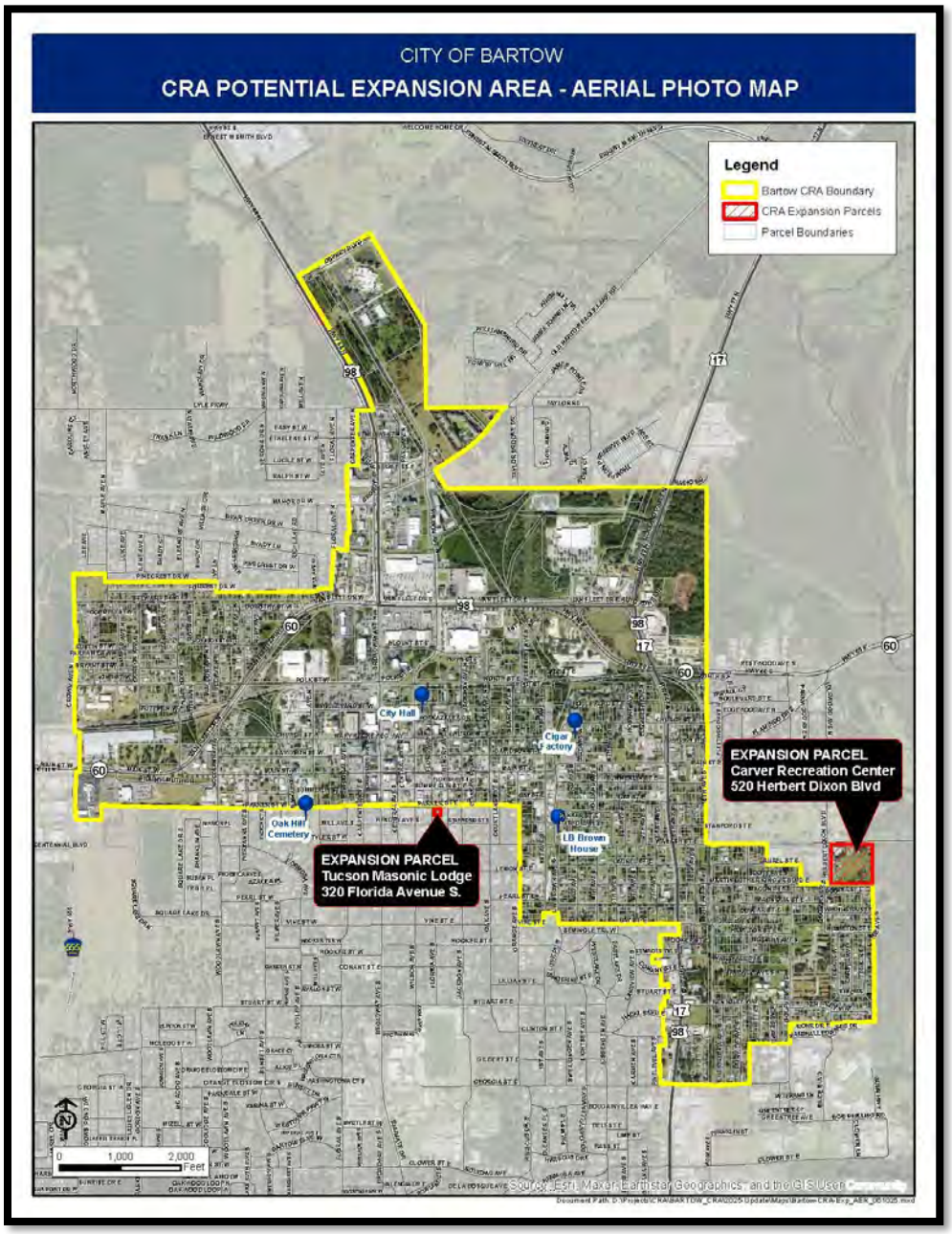
CRA Background

- Bartow Community Redevelopment Agency Established: 1990
    - Ordinance 1547-A
- Bartow Community Redevelopment Agency Trust Fund Established: 1990
    - Ordinance 1548-A
- Bartow Community Redevelopment Plan Initial Adoption: 1990
    - Resolution 2895-R
- Community Redevelopment Plan was modified: 2000
    - Resolution 3238-R recommended in 2000 to extend the time certain to complete redevelopment activity to the end of municipal fiscal year 2030
- CRA expansions: 2005 & 2007
    - The boundary of the CRA was amended in 2005 by Resolution 05-3554-R (Finding of Necessity)
    - The boundary of the CRA was again amended in 2007 by Resolution 07-3630-R (Finding of Necessity)
- Community Redevelopment Plan was last modified: 2021
    - Resolution 2021-01-R recommended in 2021 enlargement of the time certain to complete redevelopment activity to the end of municipal year 2050
- Current district size: 1,232.72 acres
- Tax Increment Finance (TIF) Ends: FY 2050
- CRA Sunset: September 2050

Study Area Boundaries

The proposed expansion area compromises two (2) sites in need of strategic investment and improvements. Parcels are depicted in **Figure 1** in red, and the existing Community Redevelopment Area boundary is depicted in yellow. The proposed redevelopment area would be approximately 1,242.99 acres (10.27 additional acres).

Figure 1. Bartow CRA and Expansion Study Area



Proposed Expansion Sites

The Tuscan Masonic Lodge and the Carver Recreation Center have been identified as proposed expansion areas for inclusion in the Bartow CRA to correct an earlier oversight (1999 Northern expansion of the CRA and 2007 East Bartow boundary change) which left both parcels just outside the boundaries of the CRA. These areas have not been able to benefit from the rehabilitation and redevelopment efforts undertaken by the Bartow CRA. Lack of investment in the proposed expansion areas has resulted in a lag in redevelopment and revitalization. Through this FON, the Bartow CRA proposes an expansion of its current boundary and the continued need to address the:

- Elimination and prevention of blight
- Provision of affordable housing
- Enhancement of public infrastructure

The proposed expansion will allow for the allocation of funds and the implementation of strategies, projects, and programs. These improvements will result in an increase in tax values for both the CRA district and surrounding areas.

Benefits of expanding the Bartow CRA to Include Carver Recreation Center & Masonic Lodge include:

- Enhancing recreational amenities
- Expanding community services
- Supporting quality-of-life improvements
- Increase engagement through facility improvements
- Support property rehabilitation
- Attract private investment for business development
- Potential for mixed-use development- Workforce Housing and Business Incubation

Tucson Masonic Lodge 320 S Florida Ave, Bartow, FL 33830	Carver Recreation Center 520 Herbert Dixon Blvd, Bartow, FL 33830
Ownership: • Privately owned • Property Size:12,000 sq ft • Zoning: PI Public Institution • Structure: ▪ Three stories, banquet hall, commercial kitchen • Year Built:1927	Ownership: • City of Bartow (not on tax roll) • Property Size: 10.02 acres • Facilities: ▪ Three buildings (13,640 sq ft, newest built in 1999) • Community Impact: ▪ Provides daily services and hosts year-round events

Redevelopment Area Creation/Expansion Procedures

A Community Redevelopment Area cannot be declared without a FON in accordance with Chapter 163.330, *FS.* A FON study assesses and evaluates conditions of slum and blight in a defined study area and determines if the conditions of slum or blight, as described in Florida Statutes chapter 163.340 (7)(8), are present. Each municipality must conduct a FON study and provide data and analysis that identifies the existence of slum or blight or both.

An area is eligible for designation as a Community Redevelopment District if one (1) or more of the three (3) conditions of slum, or if two (2) or more of the fifteen (15) conditions of blight, are present. The definitions and requirements for a FON are listed below.

163.340, Definitions (7) and (8):

(7) "Slum area" means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

(a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;

(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
The existence of conditions that endanger life or property by fire or other causes.

(8) "Blighted area" means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:

(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.

(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have Failed to show any appreciable increase over the 5 years prior to the finding of such conditions.

(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

(d) Unsanitary or unsafe conditions.

(e) Deterioration of site or other improvements.

(f) Inadequate and outdated building density patterns.

(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.

(h) Tax or special assessment delinquency exceeding the fair value of the land.

(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.

(j) Incidence of crime in the area higher than in the remainder of the county or municipality.

(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.

(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.

(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.

(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

(o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

However, the term "blighted area" also means any area in which at least one of the factors identified in paragraphs (a) through (o) is present and all taxing authorities subject to s. 163.387(2)(a), *FS* agree, either by interlocal agreement with the agency or by resolution, that the area is blighted. Such agreement or resolution must be limited to a determination that the area is blighted. For purposes of qualifying for the tax credits authorized in chapter 220, "blighted area" means an area as defined in this subsection.

163.355 Finding of necessity by county or municipality

No county or municipality shall exercise the community redevelopment authority conferred by this part until after the governing body has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in s. 163.340(7) or (8). The resolution must state that:

(1) One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in such county or municipality; and

(2) The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.

Finding of Necessity Analysis

Through a combination of photographic evidence, reports and documents from government agencies the CFRPC has identified evidence of deterioration and defective conditions that contribute to disinvestment, supporting the need for additional parcels to be added to the CRA.

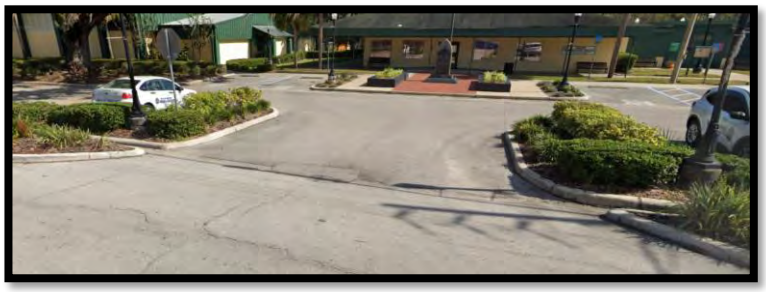
Deterioration of Site or Other Improvements ("Blight" Requirement)

The Bartow CRA proposed expansion sites suffer from site and structural deterioration, evidenced by:

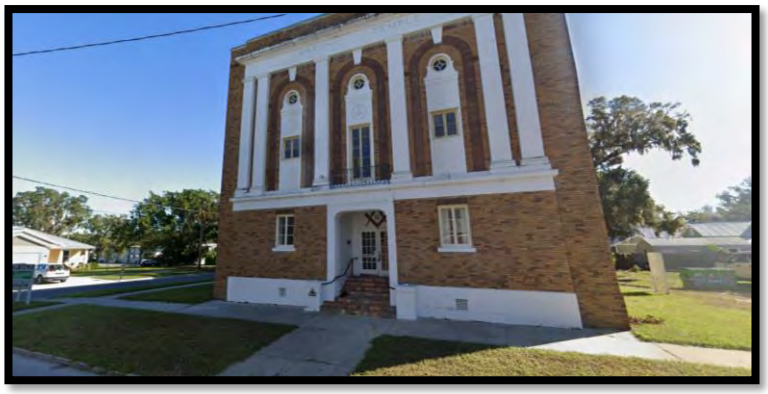
- Chipped, or cracked roadways in need of repair and dilapidated and deteriorating property.
    - May lead to further deterioration, including potholes, and can be a safety hazard to pedestrians and motorists
    - Conveys a negative image and deters private investment

Exhibit A: Photos provided below indicate signs of deterioration of basic infrastructure of curbs and streets and dilapidated and deteriorating property

Carver Recreation Center



Masonic Lodge



Governmentally owned property with adverse environmental conditions caused by a public or private entity ("Blight" Requirement)

The Carver Recreation Center is owned by the City of Bartow and is adjacent to the City's Wastewater Treatment Plant (WWTP) (a distance of 0.5 miles). The WWTP is located on a floodplain and continues to face challenges due to its proximity to the Peace River and the issues the river causes during hurricane season and heavy rain events.

A recent civil emergency due to flooding was declared due to the threat of wastewater overflow and the release of sewage into waterways. Wastewater overflow directly impacts the health and safety of Bartow and its residents, and impacts operations at the Carver Recreation Center.

Appendix A: FEMA Flood Map

Appendix B: Proclamation of Emergency and Orders (August 13, 2024) indicates the City's Wastewater Treatment Plant lies in close proximity to the Peace River and experiences the threat of high-water intrusion during times of river flooding.

Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities ("Blight" Requirement)

The proposed expansion site is currently vacant and underutilized given its proximity to downtown/main street Bartow, and its potential for mixed-use redevelopment which would:

- Activate the sidewalk
- Provide better parking solutions
- Contribute to a walkable community where people can live, work, and play in close proximity

The Masonic Lodge, Zoned Public Institution (PI) has inadequate parking as demonstrated through photographic evidence of the unpaved area designated for vehicle parking. Additionally, there are aesthetic and practical issues specific to parking facilities, on site. Parking is limited to a small lot south of the building. The lot layout in relation to the size, adequacy, and accessibility of the building presents obstacles to redevelopment activity. Further, the structural deterioration of the building along with the broken and cracked sidewalks present unsafe conditions for pedestrians.

Masonic Lodge Southern Parking Lot

Slum and Blight Area Evaluation

The following chart provides an overall summary of the conditions observed through on-site field inspections and reviews of available data through various sources. Items identified by a X indicate the predominance of the respective qualifying condition(s) for Blight within the study area.

Qualifying Conditions		
Blight Area	Tucson Masonic Lodge	Carver Recreation Center
Florida Statute Blight Criteria Minimum 2 Criteria Must Be Present		
(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities	X	
(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions		
(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness		
(d) Unsanitary or unsafe conditions		
(e) Deterioration of site or other improvements	X	X
(f) Inadequate and outdated building density patterns		
(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality		
(h) Tax or special assessment delinquency exceeding the fair value of the land		
(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.		
(j) Incidence of crime in the area higher than in the remainder of the county or municipality.		
(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.		
(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.		
(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.		
(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.		X
(o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.		

Conclusions and Findings

The identified blight indicators impede revitalization and redevelopment. Through the process of redevelopment, the Bartow CRA can address impediments and resolve the blighting that still exists.

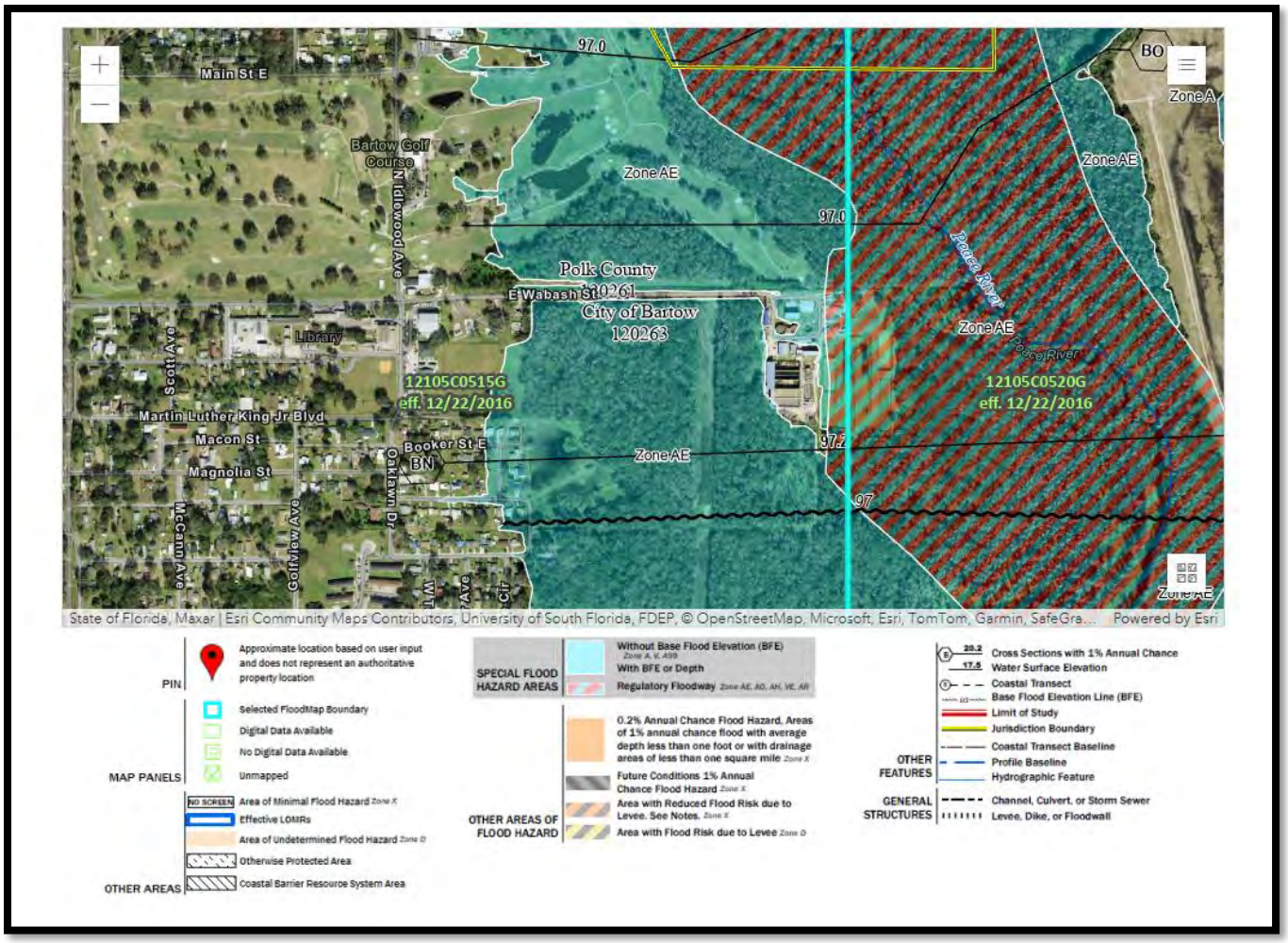
Findings conclude that the addition of the Tuscan Masonic Lodge and the Carver Recreation Center satisfy required conditions for Blight where two or more statutory factors are present:

Blight Conditions:

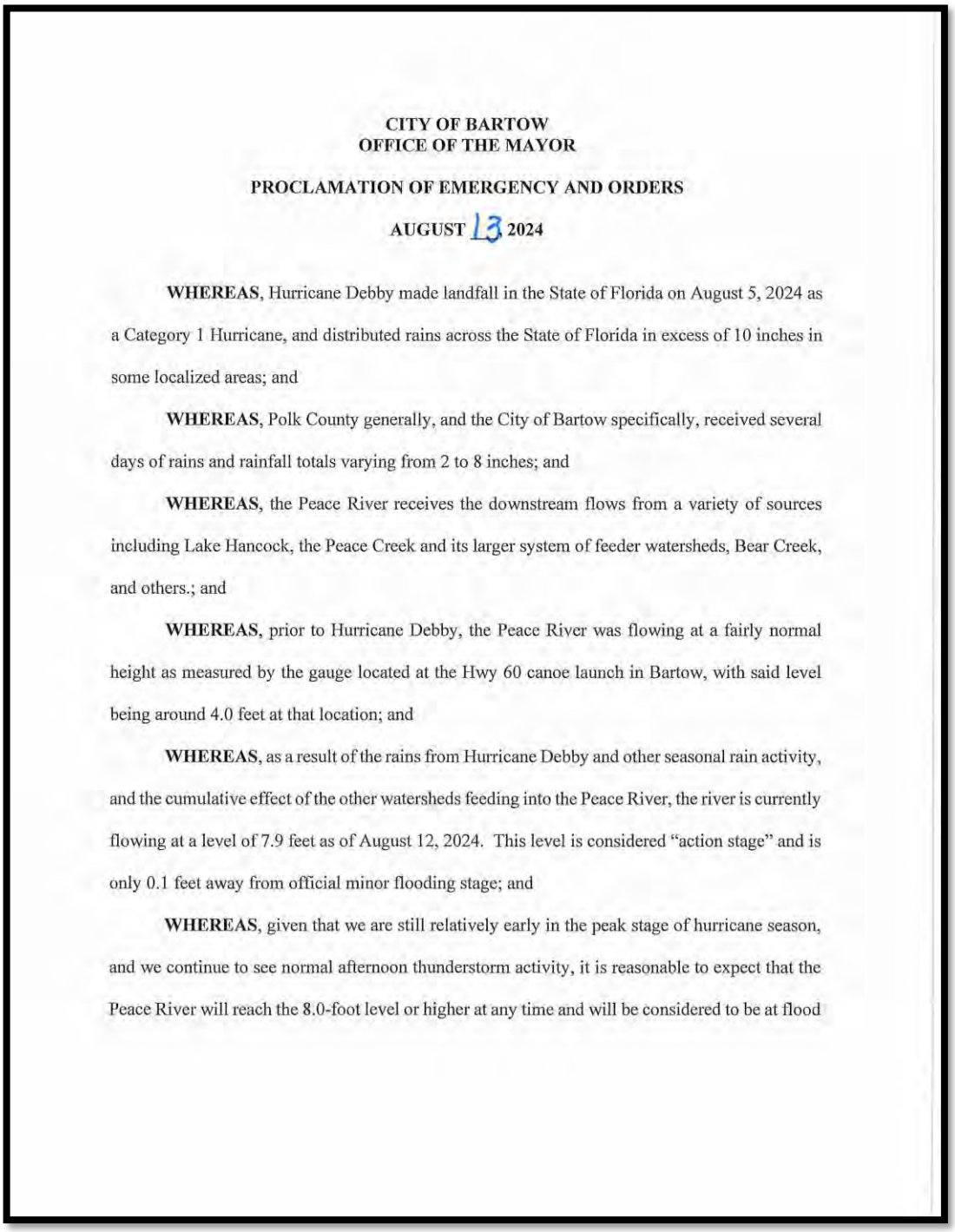
1. Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities
2. Deterioration of site or other improvements
3. Governmentally owned property with adverse environmental conditions caused by a public or private entity.

Appendix

A) FEMA Flood Map



B) City of Bartow Emergency Declaration: Peace River Flooding



CITY OF BARTOW
OFFICE OF THE MAYOR

PROCLAMATION OF EMERGENCY AND ORDERS

AUGUST 13 2024

WHEREAS, Hurricane Debby made landfall in the State of Florida on August 5, 2024 as a Category 1 Hurricane, and distributed rains across the State of Florida in excess of 10 inches in some localized areas; and

WHEREAS, Polk County generally, and the City of Bartow specifically, received several days of rains and rainfall totals varying from 2 to 8 inches; and

WHEREAS, the Peace River receives the downstream flows from a variety of sources including Lake Hancock, the Peace Creek and its larger system of feeder watersheds, Bear Creek, and others.; and

WHEREAS, prior to Hurricane Debby, the Peace River was flowing at a fairly normal height as measured by the gauge located at the Hwy 60 canoe launch in Bartow, with said level being around 4.0 feet at that location; and

WHEREAS, as a result of the rains from Hurricane Debby and other seasonal rain activity, and the cumulative effect of the other watersheds feeding into the Peace River, the river is currently flowing at a level of 7.9 feet as of August 12, 2024. This level is considered "action stage" and is only 0.1 feet away from official minor flooding stage; and

WHEREAS, given that we are still relatively early in the peak stage of hurricane season, and we continue to see normal afternoon thunderstorm activity, it is reasonable to expect that the Peace River will reach the 8.0-foot level or higher at any time and will be considered to be at flood

stage at that point. It is estimated that even during normal seasonal rain activity, it could take up to two months for the river to return to "normal" flows and levels; and

WHEREAS, the City of Bartow has historically low-lying areas that are more significantly impacted by the water levels in the Peace River, which can result in street flooding, flooding around and even into homes, and the potential need for evacuation and other measures to ensure the safety of some local residents; and

WHEREAS, the City's Wastewater Treatment Plant lies in close proximity to the Peace River and occasionally experiences the threat of high-water intrusion during times of river flooding. Protection of this facility and its network of lift stations and other critical infrastructure is of a high priority need to the entire City and its residents;

NOW, THEREFORE, I, TRISH PFEIFFER as Mayor of the City of Bartow, by virtue of the authority vested in me pursuant to Article II of Chapter 26 of the *Code of Ordinances of the City of Bartow* issue this Proclamation of Emergency and Orders to take immediate effect:

Section 1. Declaration of Civil Emergency

Based on the foregoing, which I find to be true, I declare a state of civil emergency to exist in the all areas in the City of Bartow due to the threat of flooding from the Peace River, pursuant to §§ 26-26(2) and 26-27 of the *Code of Ordinances of the City of Bartow*. Flooding from the waters of the Peace River is a threat to the physical safety of the citizens of Bartow, has the potential to inflict injury or death and has the potential to destroy property. I find that extraordinary measures must be taken to protect the public health, safety and welfare.

Section 2. Emergency Proclamation Orders

Pursuant to § 26-29 of the *Code of Ordinances of the City of Bartow*, I impose the following emergency measures:

(a) *Curfew on Pedestrian Movement*

There shall be no curfew imposed at this time, nor shall there be any restrictions upon pedestrian or vehicular movement throughout the City at the time of issuance of this Proclamation. However, the City may impose such restrictions in the future when the life, safety and welfare of the citizens warrants such measures. During any times of street flooding or heavy rains, motorists should take extreme caution when using the roads of the City and limit travel to the extent possible.

(b) *Restricted Areas*

I designate the City Manager as the agent of the Mayor for purposes of designating restricted areas of the City. I empower him to declare places of the City to be restricted to residents and those in the performance of official duties as the case may be, dependent upon the effects of the Hurricane and its winds.

(c) *General Restrictions*

Pursuant to the *Code of Ordinances of the City of Bartow*, for the duration of the state of emergency:

(1) No person shall consume any alcoholic beverages in a public street or place which is publicly owned or in any motor vehicle being driven or parked within the corporate limits of the city.

(2) No person shall carry or possess any rock, bottle, club, brick or weapon who uses or intends to use such object or weapon unlawfully against the person or property of another.

(3) No person shall enter any area designated as a restricted area unless in the performance of official duties or unless with written permission from the mayor or city manager or their duly designated representatives, or such person shall prove residence

therein.

(4) No person shall make, carry, possess or use any type of Molotov cocktail, gasoline or petroleum base firebomb or other incendiary missile.

(d) *Emergency Purchases*

Any purchases needed related to the threat of, or actual, flooding from the Peace River during the duration of this State of Emergency shall be considered emergency purchases under §2-285 of the *Code of Ordinances of the City of Bartow*.

Section 3. Effective Period and Request for Extension of Emergency Proclamation Orders

Pursuant to § 26-32 of the *Code of Ordinances of the City of Bartow*, this Proclamation and Orders shall be effective for 72 hours after its execution, unless further extended by action of the City Commission. I formally request that the City Commission concur with this Proclamation and Orders by Resolution and extend its effect to and through Monday, August 19, 2024 at 6:00 PM, at which time the City Commission is scheduled to conduct its regular City Commission meeting and may take up further consideration of any necessary extensions of a State of Emergency.

Section 4. City Manager to Execute this Proclamation and Orders

Pursuant to § 26-33 of the *Code of Ordinances of the City of Bartow*, the City Manager is directed to implement and execute this Proclamation and Orders, including any extension thereof authorized by the City Commission by Resolution.

In testimony whereof, I have hereunto set my hand at the City of Bartow, Florida this 13th Day of August, 2024 at 9:01 A.M.

TRISH PFEIFFER
MAYOR, CITY OF BARTOW, FLORIDA

ATTEST, a true copy:

CITY CLERK JACQUELINE POOLE

(CITY SEAL)

APPROVED AS TO FORM:

CITY ATTORNEY SEAN R. PARKER

APPROVED AS TO SUBSTANCE:

CITY MANAGER MIKE HERR

Legal Description/Parcel ID

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CITY OF BARTOW, FLORIDA

TO: Honorable Mayor and City Commissioners, City of Bartow City Commission
THROUGH: Mike Herr, City Manager
FROM: Drew Crawford, Assistant City Attorney
DATE: March 2, 2026
SUBJECT: Resolution No. 26-4254-R

SUMMARY AND BACKGROUND

The Bartow Community Redevelopment Agency ("CRA") is a statutory corporation and dependent special district of the City of Bartow created to ameliorate slum and blight conditions in designated areas within the Bartow corporate limits. To accomplish its mission to "redevelop" these areas, it receives an annual payment of ad valorem tax dollars, in the form of increment revenue (often known as "tax increment financing" or "TIF"), from taxing authorities such as the City of Bartow and Polk County. The CRA then spends increment revenue on items identified in its "community redevelopment plan" which is the agency's written activity outline and 30-year program of redevelopment activities.

Since its creation in 1990, the Bartow City Commission and the Board of Commissioners of the Bartow CRA have adopted five (5) versions of the CRA's community redevelopment plan, one in 1990, one in 2000, one in 2007, one in 2014, and one in 2022. Plans adopted in 1990 and 2000 were traditional 30-year plans that established future increment revenue payment end dates, or "time[s] certain for redevelopment" activity, while plans adopted in 2007 and 2014 were considered updates and adjustments. The plan adopted in 2022 established a future increment revenue payment end date of fiscal year 2049-2050, which is the sixtieth (60th) and final year that Florida law will permit collection of increment revenue from taxing authorities.

2026 Bartow CRA Community Redevelopment Plan Update

In 2025, the CRA contracted with the Central Florida Regional Planning Council to develop a revised community redevelopment plan, a copy of which is attached to Resolution No. 26-4254-R. The "2026 Bartow CRA Community Redevelopment Plan Update" (the "Modified Plan") is a wholesale revision of the existing 2022 Community Redevelopment Plan. As stated in the "Executive Summary" section of the Modified Plan, the document "serves as an update to the 2021 Bartow Community Redevelopment Plan", "builds upon the goals established as part of the 2021 CRA Plan", and "provides for updated Tax Increment Financing (TIF) projections." The goals and objectives identified in the Modified Plan "were developed based on community input gained through outreach efforts and community planning documents" and are "designed to guide future public investment and policy decisions, while serving as a framework for the development of initiatives … utilized to bring together future resources, assets, and partner organizations to overcome challenges."

As stated in the Modified Plan, the "five development objectives" are:

- Develop the East, West, and North Corridors within the Community Redevelopment Area into Entertainment zones and Commercial Business District zones;

- Increase the Housing Stock in the East and West areas of the Community Redevelopment Area by Developing Workforce Housing Communities;

- Redevelopment of Commercial Properties and Housing Areas in the Community Redevelopment Area's "East End" and East Side;

- Redevelopment of Commercial Properties and Housing Areas in the Community Redevelopment Area's West Side; and

- Enable Complete Streets in the Downtown Bartow area using Urban Design and innovative planning, designing, building, operations, and maintenance of streets that provide safe access for all.

New goals suggested by the Modified Plan include: shaping the future of the community redevelopment area by focusing on economic development and long-term community redevelopment of blighted properties and blighted areas; encouraging commerce and disseminating slum clearance and community redevelopment information to property owners and potential community investors; promoting the retention and enhancement of current property values and the property tax base by retaining current businesses, attracting new businesses, and advancing employment opportunities; developing initiatives, programs, and projects for revitalization in the Downtown, East, West, and North areas of the City's community redevelopment area; preventing and mitigating damage caused by natural disasters and man-made disasters with a focus on the health, safety, and welfare of the public, protection and retention of the area environment, and protection and enhancement of the area's existing public infrastructure.

Importantly, the Modified Plan envisions the addition of the following two (2) properties to the community redevelopment area:

1. Carver Recreation Center

Ownership:	Public, City of Bartow, Florida
Property Address:	520 Herbert Dixon Boulevard, Bartow, Florida 33830
Parcel Number:	25-30-09-000000-031010
Property Size:	10.021 acres
Facilities:	Three recreational buildings with a combined 29,740 square feet of usable space; newest building constructed in 1999
Zoning and Use:	Public Institutional (PI); Carver Recreation Center provides daily services to the Bartow East Side and East End communities and hosts special events year-round

By integrating Carver Recreation Center into the community redevelopment area, the Community Redevelopment Agency can enhance its role in community development, provide resources for

facility enhancement, programming, infrastructure improvement, community engagement, community recreation, and resident outreach, support quality-of-life improvements for residents of the community redevelopment area and the East End/East Side in particular, and increase the recreation center's effective capacity to serve the community redevelopment area and the Community Redevelopment Agency's area of operations.

2. Tuscan Masonic Lodge

Ownership: Private, Charitable and Fraternal, Tuscan Lodge No. 6, F&AM

Property Address: 320 Florida Avenue South, Bartow, Florida 33830

Parcel Number: 25-30-05-375000-012020

Property Size: 0.2509 acres

Facilities: One building with three stories, a commercial kitchen, and a large banquet hall with a combined 13,800 square feet of space

Present Use: Public Institutional (PI); Vacant

Expanding the CRA boundary to include the Tuscan Masonic Lodge will create opportunities for targeted investments in commercial and residential development and an opportunity to transition what is currently a use exempt from ad valorem taxation to a participating property on the city and county tax rolls. This historic property is currently well-positioned to benefit from redevelopment incentives aimed at fostering economic growth and improving the property's physical environment. Potential redevelopment options include mixed-use development, cultural programming, and business incubation spaces that attract private investment and revitalization efforts.

Redevelopment Sites, Catalyst Sites, and Opportunities

The Modified Plan identifies the following sites and projects as opportunities for potential redevelopment activity:

1. The Historic Cigar Factory at 255 and 285 3rd Avenue North (vacant historic building and grounds);

2. The Old Bartow Civic Center and Oaks School at 455 Wilson Avenue North (vacant historic building and grounds);

3. Real property located at 330 East Main Street (vacant land);

4. Real property located at the intersection of U.S. Highway 17 North / Spessard Hollard Boulevard North and Martin Luther King Jr. Boulevard East (vacant land);

5. The former Kwik Chek located at 970 East Main Street (vacant building and grounds);

6. The Argos Cement Factory located at 495 West Main Street (underutilized industrial property in downtown commercial area);

7. The former Prince Hall Masonic Lodge located at 1095 Martin Luther King Jr. Boulevard East (vacant building and grounds);

8. The Tuscan Masonic Lodge located at 320 Florida Avenue South (underutilized fraternal/social club property near downtown commercial area);

9. The Carver Recreation Center located at 520 Herbert Dixon Boulevard (public recreational complex);

10. The Orpheum Theater building, located at 335 East Main Street (vacant building and grounds);

11. The Innovation Center and CRA Office, located at 180 Central Avenue (vacant building and grounds);

12. The Budget Inn located at 1480 East Main Street (1940's era motel complex);

13. The former Second Chance building located at 190 U.S. Highway 17 North (vacant building and grounds; currently painted in red and yellow checks);

14. The former Marathon Oil station, located at 1410 East Main Street (vacant building and grounds; former filling station; currently painted in blue and white checks); and

15. The former **John's Restaurant** building, located at 1395 East Main Street (presently a pawn shop and tax business; currently painted in green and yellow checks);

All together with surrounding and adjacent lands, grounds, properties, roads, and sidewalks.

Recommended Programs, Spending Authority and Plan Contents

The Modified Plan recommends that the CRA consider using greenfield development initiatives, infill development initiatives, brownfield development initiatives, property improvement and rehabilitation incentives, public infrastructure improvement, development, and redevelopment initiatives, historic preservation incentives, intensified maintenance expenditures, promotional planning, code enforcement supplementation and augmentation, relocation assistance, community policing assistance, neighborhood reinvestment, elderly and disabled assistance, and disaster prevention and recovery incentives. The Modified Plan further recommends that the CRA create a capital improvement planning program for physical improvements projects it intends to fund or undertake.

Please note that the Modified Plan empowers the CRA, as part of its annual budget process, to spend funds deemed necessary to make improvements to properties within the community redevelopment area, develop publicly funded capital projects, acquire and sell properties, accomplish plan goals and redevelopment objectives, and otherwise address conditions of blight within the community redevelopment area. Further, the Modified Plan empowers the CRA to

devote increment revenues to the payment of indebtedness, specifically including taxable and/or tax-exempt bonds and loans issued in any amount, so long as the total annual cost for repayment of principal and interest for such bonds and loans does not exceed the sum of 100% of the annual increment revenue deposits received from taxing authorities plus 100% of any annual operating revenue realized from CRA projects.

Adoption Process

As the governing body of the City of Bartow, the City Commission is responsible under Florida law to adopt the Modified Plan. The Board of Commissioners of the CRA prepared the plan and has unanimously recommended its adoption. The Planning and Zoning Commission of the City of Bartow has reviewed the Modified Plan and found it to be in compliance with the City of Bartow's Comprehensive Plan by a unanimous vote. The Planning and Zoning Commission also recommends adoption of the Modified Plan by a margin of 4 to 1.

To adopt the Modified Plan, the City Commission must make the following findings, each of which are incorporated into Resolution No. 26-4254-R:

(a) A feasible method exists for the location of families who will be displaced from the Bartow community redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

(b) The Community Redevelopment Plan Update conforms to the general plan of the City of Bartow, Florida as a whole;

(c) The Community Redevelopment Plan Update gives due consideration to the utilization of community policing innovations, and to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plan;

(d) The Community Redevelopment Plan Update will afford maximum opportunity, consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the community redevelopment area by private enterprise;

(e) Acquisition of open land in the Bartow community redevelopment area pursuant to the Community Redevelopment Plan Update may be necessary for development, in whole or in part, for residential uses. As such:

    (1) There is a shortage of housing of sound standards and design which is decent, safe, affordable to residents of low or moderate income, including the elderly, and sanitary exists in the community redevelopment area and the City of Bartow, Florida;

    (2) The need for housing accommodations has increased in the community redevelopment area;

    (3) The conditions of blight in the community redevelopment area or the shortage of

decent, safe, affordable, and sanitary housing cause or contribute to an increase in and spread of disease and crime or constitute a menace to the public health, safety, morals, or welfare; and

(4) The acquisition of open land in the community redevelopment area for residential uses is an integral part of and is essential to the program of the City of Bartow; Florida;

(f) Acquisition of open land in the community redevelopment area pursuant to the Community Redevelopment Plan Update may be also necessary for development, in whole or in part, for non-residential uses. As such:

(1) Non-residential uses are necessary and appropriate to facilitate the proper growth and development of the Bartow community in accordance with sound planning standards and local community objectives.

(2) Acquisition may require the exercise of governmental action, as provided in the Community Redevelopment Act of 1969, as amended, because of:

(A) Defective, or unusual conditions of, title or diversity of ownership which prevents the free alienability of such land;

(B) Tax delinquency;

(C) Improper subdivisions;

(D) Outmoded street patterns;

(E) Deterioration of sites in the community;

(F) Economic disuse;

(G) Unsuitable topography or faulty lot layouts;

(H) Lack of correlation of the area with other areas of the City of Bartow, Florida by streets and modern traffic requirements; or

(I) Any combination of the foregoing factors and other conditions which retard development of the community redevelopment area; and

(3) Conditions of blight in the community redevelopment area contribute to an increase in and spread of disease and crime or constitute a menace to public health, safety, morals, or welfare.

This item requires a public hearing prior to adoption. All notices to taxing authorities and to the general public have been furnished, mailed, and published as required by the Community Redevelopment Act of 1969, as amended, and the Municipal Home Rule Powers Act.

RECOMMENDATION

Staff recommends that the City Commission hold a public hearing as required by Section 163.361(2), Florida Statutes (2025) and, after consideration of all public comments, adopt Resolution No. 26-4254-R which will approve the 2026 Bartow CRA Community Redevelopment Plan Update dated January 2026 prepared by Central Florida Regional Planning Council.

ATTACHMENTS

RESOLUTION NO. 26-4254-R

RESOLUTION NO. 26-4254-R

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BARTOW, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT; APPROVING THE RECOMMENDATIONS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF BARTOW, FLORIDA; APPROVING THE 2026 BARTOW CRA COMMUNITY REDEVELOPMENT PLAN UPDATE DATED JANUARY 2026 FOR THE BARTOW COMMUNITY REDEVELOPMENT AREA PURSUANT TO THE COMMUNITY REDEVELOPMENT ACT OF 1969; PROVIDING FINDINGS REGARDING THE COMMUNITY REDEVELOPMENT PLAN UPDATE AND AGENCY ACTIVITY; PROVIDING FOR SEVERABLITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 1990, the City Commission of the City of Bartow, Florida created the Community Redevelopment Agency of the City of Bartow, Florida ("Bartow Community Redevelopment Agency" or "Bartow CRA") by adopting Ordinance 1547-A; and

WHEREAS, in 2000, 2005 and 2007, the City Commission expanded the boundaries of the Bartow Community Redevelopment Area by adopting Resolutions 3238-R, 05-3554-R and 07-3630-R and making supplemental findings of necessity; and

WHEREAS, in 2026, the City Commission expanded the boundaries of the Bartow Community Redevelopment Agency by adopting Resolution 26-4253-R and making a supplemental finding of necessity; and

WHEREAS, in 2022, the City Commission approved the current operating version of the community redevelopment plan for the Bartow CRA; and

WHEREAS, the *Community Redevelopment Act of 1969*, as amended, provides, in Section 163.361(1), Florida Statutes (2025), that if "at any time after the approval of a community redevelopment plan by the governing body it becomes necessary or desirable to amend or modify such plan, the governing body may amend such plan upon the recommendation of the agency"; and

WHEREAS, the Board of Commissioners of the Bartow CRA has caused a "2026 Bartow CRA Community Redevelopment Plan Update" dated January 2026, to be generated, a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, on January 28, 2026, the Board of Commissioners of the Bartow CRA, formally convened in regular public session, reviewed the Community Redevelopment Plan Update, and recommended approval of said Update to the City Commission of the City of Bartow, Florida pursuant to Section 163.361, Florida Statutes (2025) by adopting CRA Resolution 2026-01-R, a copy of which is incorporated herein to this resolution by reference only; and

WHEREAS, on February 23, 2026, the Planning and Zoning Commission of the City of Bartow, Florida, which Commission serves as the local planning agency for the City of Bartow, Florida, formally convened in regular public session, reviewed the Community Redevelopment Plan Update, found said Update to conform to the Comprehensive Plan of the City of Bartow, Florida, as required by Section 163.360(2)(a), Florida Statutes (2025), and recommended approval of said Update to the City Commission of the City of Bartow, Florida;

WHEREAS, on March 2, 2026, the City Commission of the City of Bartow, Florida held a public hearing as required by Section 163.361(2), Florida Statutes (2025); and

WHEREAS, the City Commission of the City of Bartow, Florida finds that all notices, reports and presentations required by Sections 163.346 and 163.361, Florida Statutes (2025), have been properly issued and timely furnished to taxing authorities and the general public; and

WHEREAS, the Community Redevelopment Plan Update expressly includes new properties designated as eligible for redevelopment by the supplemental finding of necessity made in Resolution 26-4253-R; and

WHEREAS, as the entity that created the Bartow CRA, the City Commission of the City of Bartow possesses the power to prepare, approve, and modify the Bartow CRA's community redevelopment plan in accordance with the Florida Statutes pursuant to the *Community Redevelopment Act of 1969*, as amended, and the final order of the Tenth Judicial Circuit Court in and for Polk County, Florida issued October 1, 2000 in the matter of *Polk County Board of County Commissioners v. City Commission of the City of Bartow*, Case No. 2000CA-002595-0000-00 (Fla. 10th Jud. Cir.); **NOW, THEREFORE:**

Be it resolved by the city commission of the City of Bartow, Florida:

Section 1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein and found by the City Commission to be true and correct statements of fact.

Section 2. **Approval of the Community Redevelopment Plan Update; Direction to the Community Redevelopment Agency of the City of Bartow, Florida.** As governing body, the City Commission of the City of Bartow, Florida accepts the recommendations of the Community Redevelopment Agency of the City of Bartow, Florida and the Planning and Zoning Commission of the City of Bartow, Florida and hereby approves the community redevelopment plan entitled "*2026 Bartow CRA Community Redevelopment Plan Update January 2026*", a copy of which is attached hereto and incorporated herein as Exhibit "A", pursuant to the *Community Redevelopment Act of 1969,* as amended. Such plan shall amend, supersede, modify and replace all prior versions of the community redevelopment plan adopted for the Bartow community redevelopment area. Further, such amended and restated plan shall, pursuant to Section 163.360(9), Florida Statutes, be deemed as of the effective date of this Resolution to be in full force and effect for the Bartow community redevelopment area, and the City Commission of the

City of Bartow, Florida hereby directs the Community Redevelopment Agency of the City of Bartow, Florida to immediately carry out the plan in accordance with its terms.

Section 3. **Additional Findings of the City Commission.** The City Commission of the City of Bartow, Florida expressly finds that the Community Redevelopment Plan Update satisfies the requirements of Sections 163.360 and 163.362, Florida Statutes. Further, the City Commission for the City of Bartow, Florida expressly finds:

(a) A feasible method exists for the location of families who will be displaced from the Bartow community redevelopment area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

(b) The Community Redevelopment Plan Update conforms to the general plan of the City of Bartow, Florida as a whole;

(c) The Community Redevelopment Plan Update gives due consideration to the utilization of community policing innovations, and to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plan;

(d) The Community Redevelopment Plan Update will afford maximum opportunity, consistent with the sound needs of the county or municipality as a whole, for the rehabilitation or redevelopment of the community redevelopment area by private enterprise;

(e) Acquisition of open land in the Bartow community redevelopment area pursuant to the Community Redevelopment Plan Update may be necessary for development, in whole or in part, for residential uses. As such, the City Commission of the City of Bartow, Florida finds:

(1) There is a shortage of housing of sound standards and design which is decent, safe, affordable to residents of low or moderate income, including the elderly, and sanitary exists in the community redevelopment area and the City of Bartow, Florida;

(2) The need for housing accommodations has increased in the community redevelopment area;

(3) The conditions of blight in the community redevelopment area or the shortage of decent, safe, affordable, and sanitary housing cause or contribute to an increase in and spread of disease and crime or constitute a menace to the public health, safety, morals, or welfare; and

(4) The acquisition of open land in the community redevelopment area for residential uses is an integral part of and is essential to the program of the City of Bartow; Florida;

(f) Acquisition of open land in the community redevelopment area pursuant to the Community Redevelopment Plan Update may be also necessary for development, in whole or in part, for non-residential uses. As such, the City Commission of the City of Bartow, Florida finds:

(1) Non-residential uses are necessary and appropriate to facilitate the proper growth and development of the Bartow community in accordance with sound planning standards and local community objectives.

(2) Acquisition may require the exercise of governmental action, as provided in the *Community Redevelopment Act of 1969*, as amended, because of:

(A) Defective, or unusual conditions of, title or diversity of ownership which prevents the free alienability of such land;

(B) Tax delinquency;

(C) Improper subdivisions;

(D) Outmoded street patterns;

(E) Deterioration of sites in the community;

(F) Economic disuse;

(G) Unsuitable topography or faulty lot layouts;

(H) Lack of correlation of the area with other areas of the City of Bartow, Florida by streets and modern traffic requirements; or

(I) Any combination of the foregoing factors and other conditions which retard development of the community redevelopment area; and

(3) Conditions of blight in the community redevelopment area contribute to an increase in and spread of disease and crime or constitute a menace to public health, safety, morals, or welfare.

Section 4. **Severability.** If any part or provision of this Resolution shall be declared void or illegal by any Court or administrative agency having jurisdiction, it is the intent of the City Commission of the City of Bartow, Florida that the entire Resolution shall not be void, but that the remaining parts or provisions shall continue in effect as if adopted separately from the void or illegal part or provision. To this extent, the parts and provisions of this Resolution are each declared to be independently severable.

Section 5. **Conflicts.** All resolutions in conflict herewith are repealed to the extent necessary to give this Resolution full force and effect.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

INTRODUCED AND PASSED by the City Commission of the City of Bartow, Florida this 2nd day of March, 2026.

CITY OF BARTOW, FLORIDA

_____
Mayor Tanya Tucker

Attest:

_____
Jacqueline Poole, City Clerk

Approved as to form:

_____
Sean R. Parker, City Attorney

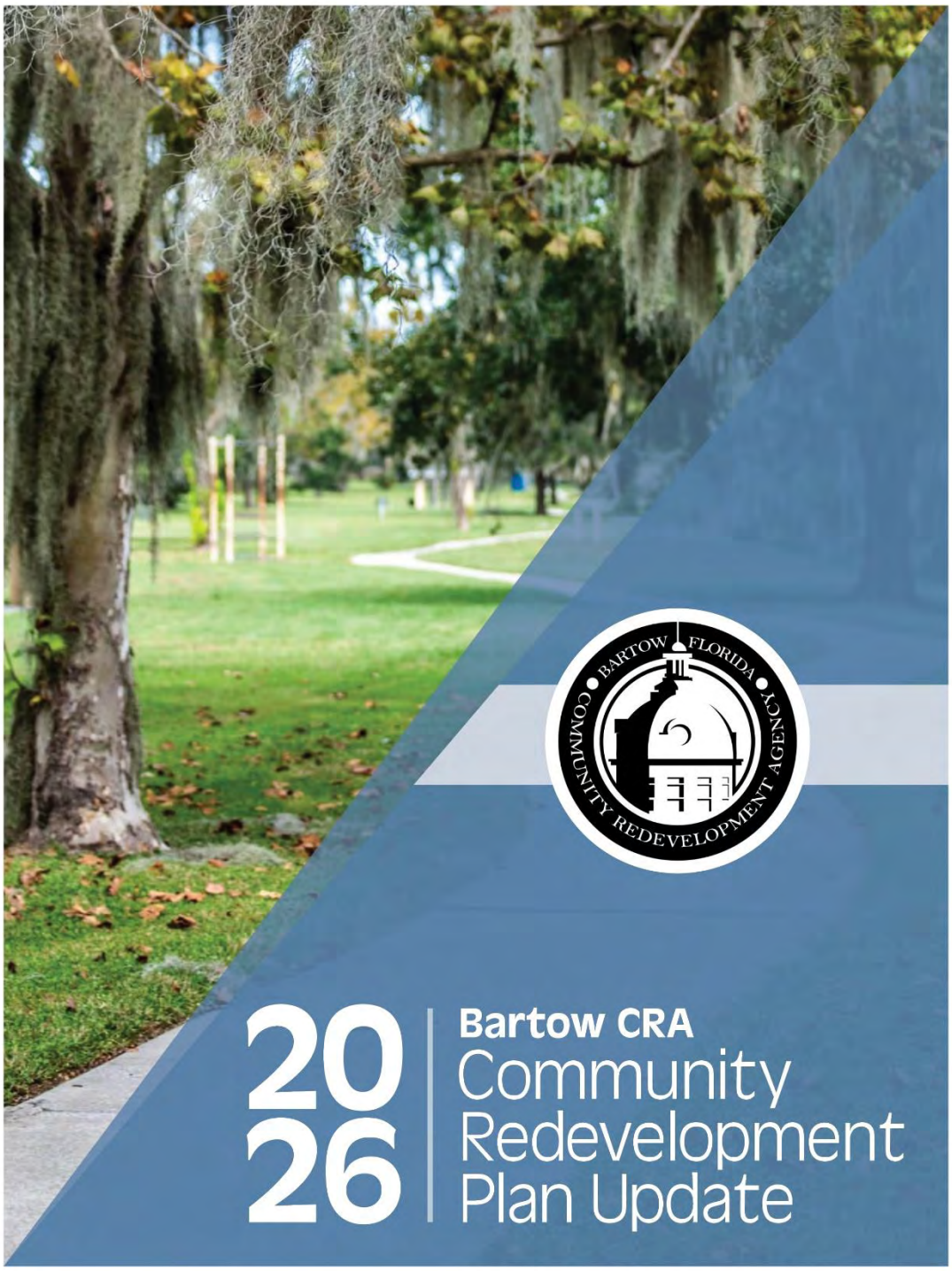
Approved as to Substance:

_____
Mike Herr, City Manager

RESOLUTION NO. 26-4254-R

EXHIBIT "A"

2026 Bartow CRA Community Redevelopment Plan Update
January 2026



2026 Bartow CRA Community Redevelopment Plan Update

Deliverable 4: Public Meeting; Final Draft Plan

January 2026

PREPARED BY

Central Florida Regional Planning Council
555 E Church Street, Bartow, FL 33830
863-534-7130 | www.cfrpc.org

Executive Summary

The area identified as the Bartow CRA District, shown as MAP 1-District Aerial Map, is approximately 1,242 acres, with 2,399 parcels to inlcude expansion areas (the Carver Recreation Center and the Tuscan Masonic Lodge).

This document serves as an update to the 2021 Bartow Communty Redevelopment Plan. This CRA Plan update (referred to interchangeably in this report as the "Updated Plan" or "2026 CRA Plan Update") builds upon the goals established as part of the 2021 CRA Plan and provides for updated Tax Increment Financing (TIF) projections.

The goals and objectives identified were developed based on community input gained through outreach efforts and communtiy planning documents. The goals and objectives are designed to guide future public investment and policy decisions, while serving as a framework for the development of initiatives. These initiatives may be utilized to bring together future resources, assets, and partner organizations to overcome challenges. The five development objectives and six priority goals include:

CRA Development Objectives
1. Develop CRA Corridors- East, West, and North for Redevelopment- Entertainment or Commercial Business District
2. Increase Housing Stock in the CRA District, East and West, by Developing Workforce Housing Communities
3. Redevelop Commercial Properties and Housing Areas in the CRA District East End
4. Redevelop Commercial Properties and Housing Areas in the CRA District West End
5. Downtown Bartow- Complete Streets- Urban design for downtown Bartow (planning, designing, building, operating, and maintaining streets that enable safe access for all)

Goal 1: ADMINISTRATIVE AND OPERATIONAL SUPPORT: SHAPE THE FUTURE OF THE COMMUNITY BY FOCUSING ON ECONOMIC DEVELOPMENT AND COMMUNITY REDEVELOPMENT

Goal 2: ENCOURAGE COMMERCE & DISSEMINATE SLUM CLEARANCE AND COMMUNITY REDEVELOPMENT INFORMATION

Goal 3: RETAIN CURRENT BUSINESSES AND ATTRACT NEW BUSINESSES IN THE CRA DISTRICT TO ENCOURAGE AND ADVANCE EMPLOYMENT OPPORTUNITIES

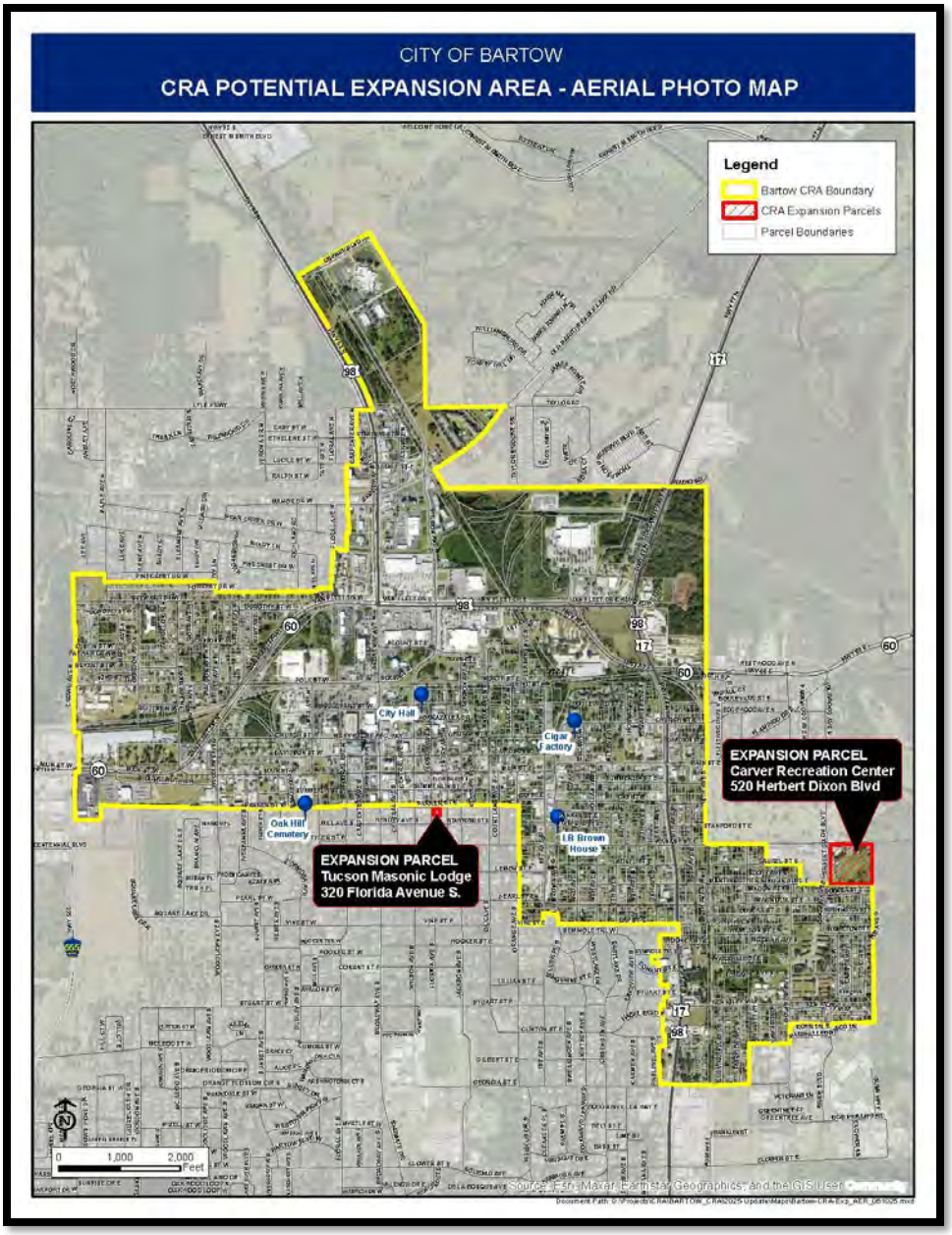
Goal 4: DEVELOP INITIATIVES, PROGRAMS, AND PROJECTS FOR REVITALIZATION IN THE DOWNTOWN AND THE EAST, WEST, NORTH CRA AREAS

Goal 5: PREVENTION AND MITIGATION OF DAMAGE CAUSED BY BOTH NATURAL AND MAN-MADE DISASTERS WITH A FOCUS ON PUBLIC HEALTH, SAFETY, ENVIRONMENTAL AND INFRASTRUCTURE PROTECTION

Goal 6: SEEK ADDITIONAL FUNDING SOURCES TO FURTHER DEVELOPMENT AND REDEVELOPMENT ACTIVITIES, AND IMPLEMENT OF PROGRAMS THAT ADVANCE THE GOALS IDENTIFIED IN THE CRA PLAN

The goals and objectives provide for opportunties to reslove blighting issues that still exist.

MAP 1-District Aerial Map



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What is a Community Redevelopment District?

Under Florida law (Chapter 163, Part III), local governments have the ability to designate areas as Community Redevelopment Districts when certain conditions exist. Since all the monies used in financing Community Redevelopment Agency activities are locally generated, Community Redevelopment Agencies are not overseen by the state, but redevelopment plans must be consistent with local government comprehensive plans. Examples of conditions that can support the creation of a Community Redevelopment District include but are not limited to: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways, and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of Necessity determines that the required conditions exist, the local government may create a Community Redevelopment District to provide the tools needed to foster and support redevelopment of the targeted area.

There are currently over 250 Community Redevelopment Districts in the State of Florida. The designation is used by Florida cities of all sizes, from Jacksonville and Tampa to Madison and Apalachicola. Many familiar locations, such as Church Street in Orlando, Ybor City in Tampa, and the beachfront in Ft. Lauderdale are successful examples of Community Redevelopment Districts.

What is a Community Redevelopment Agency?

The activities and programs offered within a Community Redevelopment District are administered by the Community Redevelopment Agency. A five to seven-member Community Redevelopment Agency "Board" created by the local government (city or county) directs the agency. The Board can be comprised of local government officials and or other individuals appointed by the local government. Although one local government may establish multiple Community Redevelopment Districts, there generally may be only one Community Redevelopment Agency Board. Each district must maintain separate trust funds and expend those funds only in that district.

What is a Community Redevelopment Plan?

The Community Redevelopment Agency is responsible for developing and implementing the Community Redevelopment Plan that addresses the unique needs of the targeted area. The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area. Examples of traditional projects include: streetscapes and roadway improvements, building renovations, new building construction, flood control initiatives, water and sewer improvements, parking lots and garages, neighborhood parks, sidewalks, and street tree plantings. The plan can also include redevelopment incentives such as grants and loans for such things as façade improvements, sprinkler system upgrades, signs, and structural improvements. The redevelopment plan is a living document that can be updated to meet the changing needs within the Community Redevelopment Area; however, the boundaries of the area cannot be changed without starting the process from the beginning.

Introduction

Bartow was incorporated as a city in 1882 and serves as the county seat for Polk County, Florida. Polk County is one of the largest counties in Florida and one of the fastest growing counties in the country. The City of Bartow is responsible for providing utility service to 21,000 residents inside city limits and 7,500 residents outside of city limits. Bartow hosts numerous State, County and City facilities including the County Courthouse, Polk County Sheriff, Polk County Jail, Florida Department of Transportation, Florida Department of Health and City of Bartow water, wastewater, Police and Fire Services. Bartow operates its own electric utility, provides water and wastewater transmission and treatment services to the residents of Bartow, Eagle Lake, and Polk County.

Community Context

The Central Florida Regional Planning Council (CFRPC) is one of ten regional planning councils in the state of Florida and covers a five-county area consisting of DeSoto, Hardee, Highlands, Okeechobee, and Polk counties. The entire region is inland, with no coastal areas, and is both urban and rural in character. The area served by the CFRPC is also known as the Central Florida Economic Development District (EDD) VII and overlaps with one of the State of Florida's Rural Economic Development Initiative (REDI) regions. The REDI is established in Section 288.0656, Florida Statutes and is a coalition of state and local governmental agencies whose aim is to foster economic development in economically distressed rural areas. Through this program, REDI designated areas have an array of programs to assist with economic development activities. Four of the CFRPC's counties (DeSoto, Hardee, Highlands, and Okeechobee), in addition to two other non-coastal counties (Glades and Hendry), make up Florida's Heartland Economic Region of Opportunity (FHERO).

The city of Bartow is identified to be in economic distress and a rural municipality in a nonrural county. The Bartow Community Redevelopment Agency (Agency) is authorized by the Community Redevelopment Act of 1969, Part III, Chapter 163, Florida Statutes to undertake redevelopment within the community redevelopment area of the City of Bartow Florida.

CRA Background

- Bartow Community Redevelopment Agency Established: 1990
  - Ordinance 1547-A
- Bartow Community Redevelopment Agency Trust Fund Established: 1990
  - Ordinance 1548-A
- Bartow Community Redevelopment Plan Initial Adoption: 1990
  - Resolution 2895-R
- Community Redevelopment Plan was modified: 2000
  - Resolution 3238-R recommended in 2000 to extend the time certain to complete redevelopment activity to the end of municipal fiscal year 2030
- CRA expansions: 2005 & 2007
  - The boundary of the CRA was amended in 2005 by Resolution 05-3554-R (Finding of Necessity)
  - The boundary of the CRA was again amended in 2007 by Resolution 07-3630-R (Finding of Necessity)
- Community Redevelopment Plan was last modified: 2021
  - Resolution 2021-01-R recommended in 2021 enlargement of the time certain to complete redevelopment activity to the end of municipal year 2050
- Current CRA District size: 1,232.72 acres
- Tax Increment Finance (TIF) Ends: FY 2050
- CRA Sunset: September 2050

Contributing Planning Documents

The Plan update builds upon the City of Bartow Master Plan (2021), the Bartow Community Redevelopment Plan Update (2021), the CRA Feasibility Study (2025), and the Community Redevelopment Agency Work Plan (January 2024 – 2026).

Economic Analysis Report

Methodology

The following analysis examines the Bartow CRA Districts' current economic landscape through population, industry diversity and major employers, educational attainment, and cost of living. The CFRPC utilized ESRI Business Analyst (ESRI), an online mapping and analysis tool developed and maintained by ESRI to assess current economic conditions of the CRA District. ESRI provides the U.S. Census Bureau's 2000, 2010, and 2020 Census data for the United States and Puerto Rico. Census data is updated every 10 years and represents a complete count of the population. Census demographics are point estimates, representing April 1 of the census year.

Population & Key Indicators

The population trends of the state of Florida, Polk County, the City of Bartow, and the CRA District were reviewed and analyzed to identify trends that may impact current and future development activity. Census Data reports a population of 15,791 in the year 2000 and 17,287 in the year 2010, indicating a 9 percent increase over a ten-year time frame for the City of Bartow. Specific to the CRA District, census data reports a population of 4,278 in the year 2000 and 4,621 in the year 2010 indicating an 8 percent increase over a ten-year time frame aligning with the city's growth.

ESRI Population Projections for the years 2025 and 2030 indicate an increase in population (9 percent increase) over the five-year period within the CRA District to include the proposed expansion area. Table 1 below identifies estimated population trends and future projections within and adjacent to the city. Census data indicates a population increase from 2010 to 2020 across the County, City, CRA District with projected population increase into year 2030.

Based on 2020 Census data, 24 percent (4,687) of the City of Bartow's population resides within the CRA District.

Table 1: Population Trends & Future Projections

Total Population	Florida	Polk County	City of Bartow	Bartow CRA (District)
2000 (U.S Census)	15,982,378	483,924	15,791	4,278
2010 (U.S Census)	18,801,310	602,095	17,287	4,621
2020 (U.S Census)	21,538,187	725,046	19,366	4,687
2025 (ESRI)	23,027,836	822,142	21,247	4,818
2030 (ESRI)	24,297,976	923,990	23,882	5,233

Source: Census Bureau 2000, 2010, and 2020 decennial Census data. ESRI forecasts for 2025 and 2030.

Socio-Economic Analysis

To further examine population characteristics, gender, age, race, education, and income, was examined. ESRI utilizes U.S. Census-designated race categories by self-identification to include White, Black, or African American, Asian, American Indian, and Alaska Native, Native Hawaiian/Other Pacific Islander, Some Other Race, and Multiple Races. The racial composition of the CRA District includes individuals who identify as Black/African American (41.39 percent), followed by individuals who identified as White (35.6 percent).

Individuals with Hispanic, Latino, or Spanish origins (also known as ethnicity) self-identify with the Hispanic Population and may belong to any U.S. Census-designated race category. As indicated in Table 2, the CRA District has a Hispanic Population of 26.46 percent year 2025 with a 2 percent increase projected in year 2030.

Table 2: Comparative Race and Ethnicity

	Race	Florida	Polk County	City of Bartow	Bartow CRA (District)
2025	White	56.28%	56.01%	56.46%	35.6%
2025	Black/African American	14.94%	15.32%	22.84%	41.39%
2025	Asian	3.27%	2.08%	1.74%	.06%
2025	American Indian/Alaska Native	.48%	.65%	.39%	.29%
2025	Pacific Islander	.07%	.07%	.05%	.04%
2025	Other Race	7.6%	10.91%	7.29%	10.67%
2025	Population of Two or More Races	17.36%	14.96%	11.24%	11.42%
	Ethnicity	**Florida**	**Polk County**	**City of Bartow**	**Bartow CRA (District)**
2025	Hispanic Population	27.74%	30.56%	20.73%	26.46%
2025	Non-Hispanic Population	72.26%	69.44%	79.27%	73.54%
2030	Hispanic Population	29.22%	33.22%	22.62%	28.3%
2030	Non-Hispanic Population	70.78%	66.78%	77.35%	71.7%

Source: ESRI forecasts for 2025 and 2030 U.S.

Table 3 displays select economic and demographic data utilizing the ESRI Business Analyst tool. The median female age reports to be more mature than the median male age with the female population representing a higher percentage across geographies. Average and median household income and per capita income are reported to be significantly lower within the District.

Table 3: Socio-Economic Snapshot, Year 2025

		Florida	Polk County	City of Bartow	Bartow CRA (District)
2025	Total Population	23,027,836	822,142	21,247	4,818
2025	Median Male Age	42	40	37	33
2025	Median Female Age	45	43	40	36
2025	Male Population	49.15%	49.14%	48%	47%
2025	Female Population	50.85%	50.86%	52%	53%
2025	Unemployment Rate	4%	4%	3%	4%
2025	Average Household Income	$111,382	$91,650	$93,252	$62,672
2025	Median Household Income	$78,205	$70,958	$75,557	$44,976
2025	Per Capita Income	$44,891	$34,967	$34,260	$21,997
2023	Median Home Value (ACS 5-Yr)	$32500	$240,000	$210,400	$180,567
2025	Median Home Value	$416,969	$319,676	$320,929	$199,904
2030	Median Home Value	$488,398	$385,328	$411,324	$321,845
		Florida	**Polk County**	**City of Bartow**	**Bartow CRA (District)**
2023	Households (1+ Persons with a Disability) (ACS 5-Yr)	26%	29%	30%	29%
2023	Households Below Poverty Level (ACS 5-Yr)	13%	14%	14%	23%

2025	Total Housing Units	10,635,372	361,112	8,532	2,091
2025	Owner Occupied Housing Units (%)	67%	72%	68%	47%
2025	Renter Occupied Housing Units (%)	33%	28%	32%	53%
2023	Mobile Homes (ACS 5-YR)	8%	20%	6%	4%
2025	Vacant Housing Units (%)	13%	13%	9%	10%
2025	Total Population Age 85+	3%	2%	2%	2%
2025	Total Population Age 80-84	3%	3%	2%	2%
2025	Total Population Age 75-79	5%	5%	4%	4%
2025	Total Population Age 70-74	6%	6%	5%	4%
2025	Total Population Age 65-69	7%	6%	5%	5%
2025	Total Population Age 60-64	7%	6%	6%	5%
2025	Total Population Age 55-59	6%	6%	5%	5%
2025	Total Population Age 50-54	6%	6%	6%	6%
2025	Total Population Age 45-49	6%	6%	6%	6%
2025	Total Population Age 40-44	6%	6%	7%	6%
2025	Total Population Age 35-39	6%	6%	7%	7%
2025	Total Population Age 30-34	6%	6%	7%	7%
2025	Total Population Age 25-29	6%	6%	7%	7%
2025	Total Population Age 20-24	6%	6%	6%	8%
2025	Total Population Age 15-19	6%	6%	7%	8%
2025	Total Population Age 10-14	5%	6%	6%	7%
2025	Total Population Age 5-9	5%	6.%	6%	7%
2025	Total Population Age 0-4	5%	5%	6%	7%
		Florida	**Polk County**	**City of Bartow**	**Bartow CRA (District)**
2025	Population Age 25+: Less than 9th Grade	4%	4%	2%	2%
2025	Population Age 25+: 9-12th Grade	4%	4%	2%	2%
2025	Population Age 25+: High School No Diploma	5%	6%	8%	11%
2025	Population Age 25+: High School Diploma	23%	28%	31%	37%
2025	Population Age 25+: GED	4%	6%	4%	4%
2025	Population Age 25+: Some College/No Degree	17%	20%	20%	22%
2025	Population Age 25+: Associate degree	11%	11%	11%	13%
2025	Population Age 25+: Bachelor's Degree	23%	17%	17%	7%
2025	Population Age 25+: Graduate/Professional Degree	14%	8%	7%	2%

Source: ESRI Vintage 2025; ACS Vintage 2019-2023

Considerations

Per capita income is defined as the average income earned per resident in a community and is determined by dividing the community's total income by total population. Thus, the higher the per capita income, the higher the buying power of the average resident. Wages and per capita income in the region continue to lag behind the state and nationally. Per capita income in the City of Bartow trails behind both the state and county suggesting stagnant household incomes, underemployment and poverty, and distress. Per capita income within the CRA District ($21,997) is well below that of the city and county indicating

Tapestry Lifestyle Segmentation

ESRI Tapestry Segmentation reflects demographic shifts, consumer markets, and new markets based on socioeconomic data. This provides a comprehensive understanding of residential consumer behavior and the factors that influence specific purchasing decisions based on subgroups within a geographic location. Tapestry Segmentation includes 67 distinct market segments and reflects demographic shifts over the last decade, with data sources that include Census, the American Community Survey (ACS), ESRI's demographic updates, and consumer surveys such as the Survey of the American Consumer from MRI-Simmons. For a broader view of consumer markets, segments are summarized by 14 Life Modes and six urbanization groups.

Lifestyle groupings identified may be utilized to tailor programs and services that best meet the needs of these distinct groups. **Table 4** below depicts the Tapestry Segments for the CRA District followed by brief descriptions, providing insight into local consumer trends.

Of the 67 market segments, two are located within the CRA District with nearly 1,532 adults in the area aligning with the Moderate Metros (35%) segment. The segment index measures the percentage of households in the trade area relative to the percentage of all U.S. households; a value <100 means the share is smaller, while a value >100 means it has more households.

Table 4: District Tapestry Lifestyle Segments

Tapestry Segment	2025 Households	2025 U.S. Households	*Index*
Moderate Metros (C6)	35%	31.9%	*1,525*
Fresh Ambitions (A4)	24%	23.5%	*3,210*
Family Foundations (C4)	20.6%	21.8%	*2,031*
Modest Income Homes (E1)	10.4%	12.6%	*1,060*
Rural Versatility (E5)	8.7%	8.5%	*555*

Source: ESRI, Vintage 2025

See **Appendix D** for additional information.

Business & Employment Report

The central Florida region is characterized by graduation rates that have fluctuated over time and high out-migration of students and workers to urban and scholastic centers, which is of great concern to residents as indicated through outreach efforts. Technology and knowledge-based industries are often challenged to find well-trained administrative, management, and even entry-level employees skilled enough to fill the jobs they create. The need for a highly skilled workforce to support these industries is a critical decision point for future workforce development, and business location and expansion decisions.

The Civilian Labor Force consists of all persons 16 years of age and older who are either employed or unemployed and does not include individuals on active duty in the Armed Forces. **Table 5** below indicates that the CRA District Labor Force is comprised of a total of 2,013, or 56.3 percent of the employed population, within the boundaries of the CRA. The Employment-Population Ratio of 54.2 percent for the 16+ Age Group indicates that there are approximately 54 employed individuals for every 100 individuals who are of working age (age 16 years and older).

Table 5: 2025 District Labor Force

Age Group	Population	Employed	Unemployed	Unemployed Rate	Labor Force Participation Rate	Employment-Population Ratio
16+	3,714	2,013	77	3.7%	56.3%	54.2%
16-24	679	346	31	8.2%	55.5%	51.0%
25-54	1,807	1,246	41	3.2%	71.2%	69.0%
55-64	467	302	6	1.9%	66.0%	64.7%
65+	762	119	0	0.0%	15.6%	15.6%
Male Age 16+	1,739	1,097	33	2.9%	65.0%	63.1%
Female Age 16+	1,975	916	44	4.6%	48.6%	46.4%
White Age 16+	1,404	799	28	3.4%	58.9%	56.9%
Black Age 16+	1,508	781	38	4.6%	54.3%	51.8%
American Indian Age 16+	11	6	0	0.0%	54.5%	54.5%
Asian Age 16+	24	17	0	0.0%	70.8%	70.8%
Pacific Islander Age 16+	1	1	0	0.0%	100.0%	100.0%
Other Race Age 16+	380	168	10	5.6%	46.8%	44.2%
Multiple Races Age 16+	386	241	1	0.4%	62.7%	62.4%

Source: Esri forecasts for 2025 and 2030

Utilizing the Standard Occupational Classification (SOC) system, ESRI current-year occupation distribution includes 22 occupations. **Table 6** below includes occupations divided into three categories: White Collar, Services, and Blue Collar. Each of the three employment classifications is expressed as a percentage of the Employed Civilian Population (Age Group 16+) and includes subgroup occupations that make up the CRA District workforce. The White Collar employment classification serves as the leading occupation group in the CRA at 45.5 percent, followed by Blue Collar (33 percent), and Services (21.5 percent).

See **Appendix E** for a detailed description of labor force data located within the CRA District.

Table 6: 2025 District Labor Force

Occupation	Employed	Percent	US Percent
Total	2,013	100.0%	100.0%
White Collar	916	45.5%	62.5%
Management	83	4.1%	11.8%
Business/Financial	65	3.2%	6.4%
Computer/Mathematical	14	0.7%	4.0%
Architecture/Engineering	2	0.1%	2.3%
Life/Physical/Social Sciences	3	0.1%	1.3%
Community/Social Service	36	1.8%	1.8%
Legal	1	0.1%	1.2%
Education/Training/Library	152	7.5%	6.3%
Arts/Design/Entertainment	25	1.2%	2.1%
Healthcare Practitioner	134	6.7%	6.7%
Sales and Sales Related	187	9.3%	8.4%
Office/Administrative Support	214	10.6%	10.1%
Blue Collar	664	33.0%	21.0%
Farming/Fishing/Forestry	55	2.7%	0.5%
Construction/Extraction	152	7.5%	4.9%
Installation/Maintenance/Repair	120	6.0%	2.9%
Production	141	7.0%	5.0%
Transportation/Material Moving	196	9.7%	7.7%
Services	433	21.5%	16.5%
Healthcare Support	99	4.9%	3.5%
Protective Service	46	2.3%	2.1%
Food Preparation/Serving	117	5.8%	5.1%
Building Maintenance	65	3.2%	3.4%
Personal Care/Service	106	5.3%	2.4%

Source: Esri forecasts for 2025 and 2030

Considerations

Civilian Labor Force estimates can differ from unemployment data published by the Current Population Survey (CPS) program of the Bureau of Labor Statistics (BLS). Civilian Labor Force updates use ACS data for its forecast base, the surveys have different methods, the data are current as of July 1 of the release year and are not seasonally adjusted. White Collar is reported to be the industry structure with the greatest number of jobs within the CRA District however, the industry with the greatest number of jobs is Health Care/Social Assistance (17.3%) followed by Retail Trade (12.7%).

Identification of Current Conditions

The CRA District has a geographic boundary covering approximately 1242 acres, with 2399 parcels.

Existing Land Use Characteristics (ELU)

The 1242 acres within the CRA District represent several different existing land use categories ranging from residential, commercial, governmental, institutional, industrial, and miscellaneous lands.

Of the existing land uses, Residential is a significant land use within the CRA District at 31.39 percent followed by Commercial (29.15 percent), and Government (20.88 percent) with the remaining classifications representing 18.57 percent of the CRA District. **Table 7** depicts these figures while **Map 2** illustrates, geographically, the locations of these uses within the CRA District. Demand drivers for economic development may best align with commercial and industrial, which represents 35.53 percent of ELU and 38.66 percent of vacant ELU.

Table 7- District Existing Land Use (ELU)

Use Type	Total Acreage	Percent Acreage
Commercial (COM)	362.37	29.15%
Government (GOV/EX)	259.56	20.88%
Industrial (IND)	79.28	6.38%
Institutional (INST/EX)	110.13	8.86%
Miscellaneous (MIS)	41.43	3.33%
Residential (RES)	390.22	31.39%
TOTAL	1242.99	100.00%

Figure 1: District Existing Land Use (ELU)

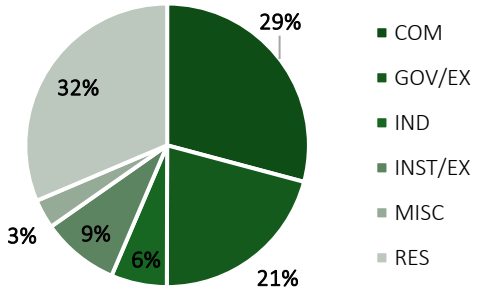
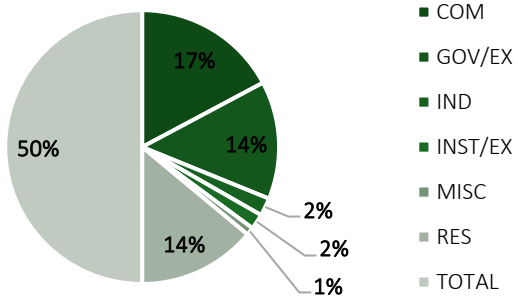


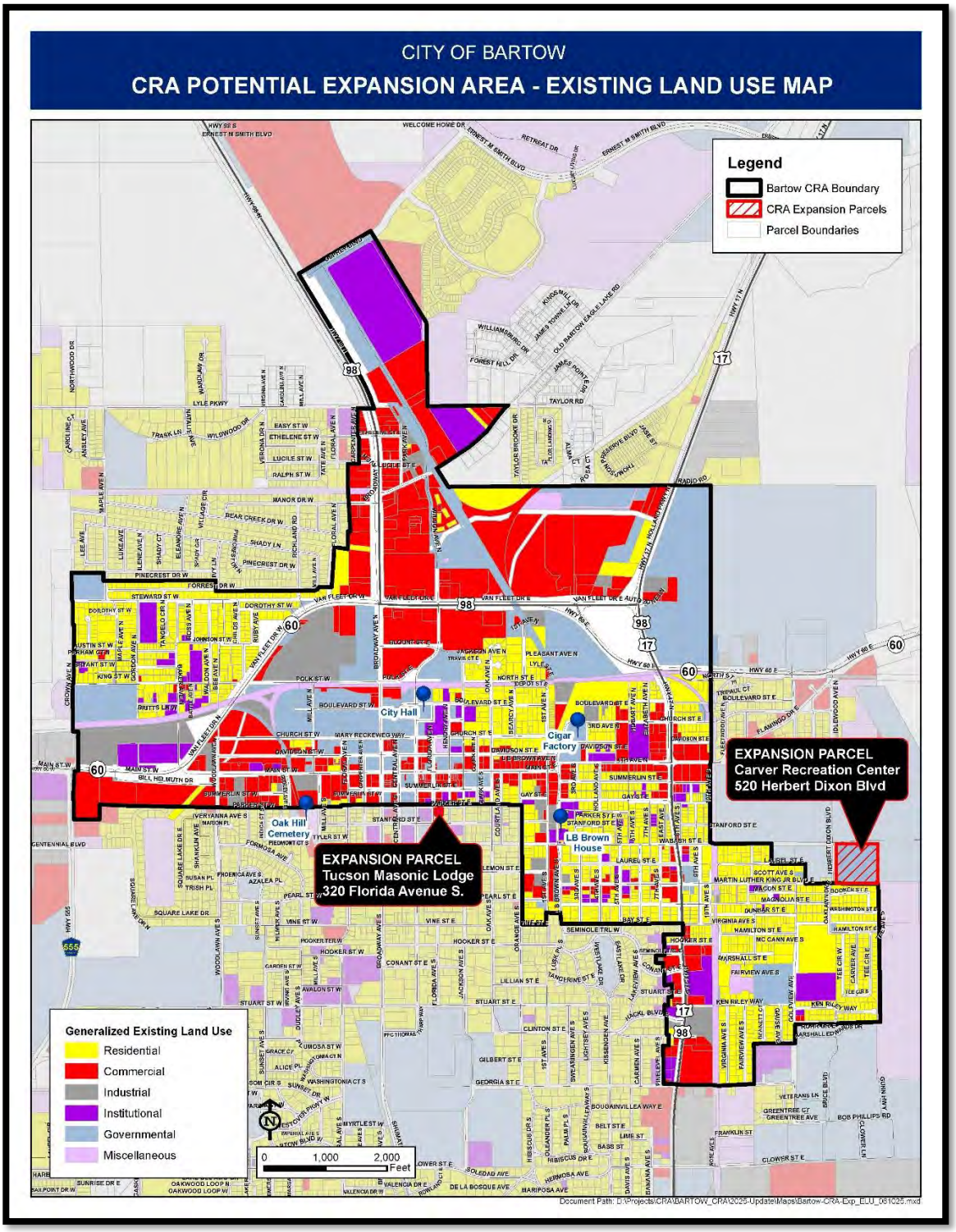
Table 8 – (Vacant) Existing Land Use (ELU)

Use Type	Total Acreage	Percent Acreage
Commercial (COM)	85.35	34.42%
Government (GOV/EX)	69.11	27.87%
Industrial (IND)	10.50	4.24%
Institutional (INST/EX)	9.05	3.65%
Miscellaneous (MIS)	4.63	1.87%
Residential (RES)	69.29	27.95%
TOTAL	247.93	100.00%

Figure 2: (Vacant) District Existing Land Use (ELU)



Map 2 –Bartow CRA Existing Land Use



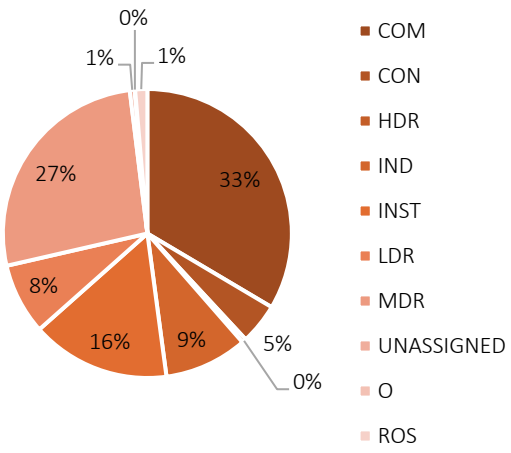
Future Land Use (FLU)

The CRA District Future Land Use Element designates areas that are appropriate to accommodate future growth and influences the location of land use types and development activity. The Future Land Use Element for the CRA District is represented by 10 Future Land Use designations with Commercial representing the majority of lands at 33.52 percent, followed by Medium Density residential (26.64 percent), and Institutional with 15.56 percent. **Table 9** provides Future Land Use and total acreage for the District percentages while **Map 3** illustrates, geographically, the locations of these assigned Future Land Use categories within the CRA District reflecting future growth projections and demand based on land use. Demand drivers for economic development may best align with commercial and industrial, which represents 42.84 percent of FLU.

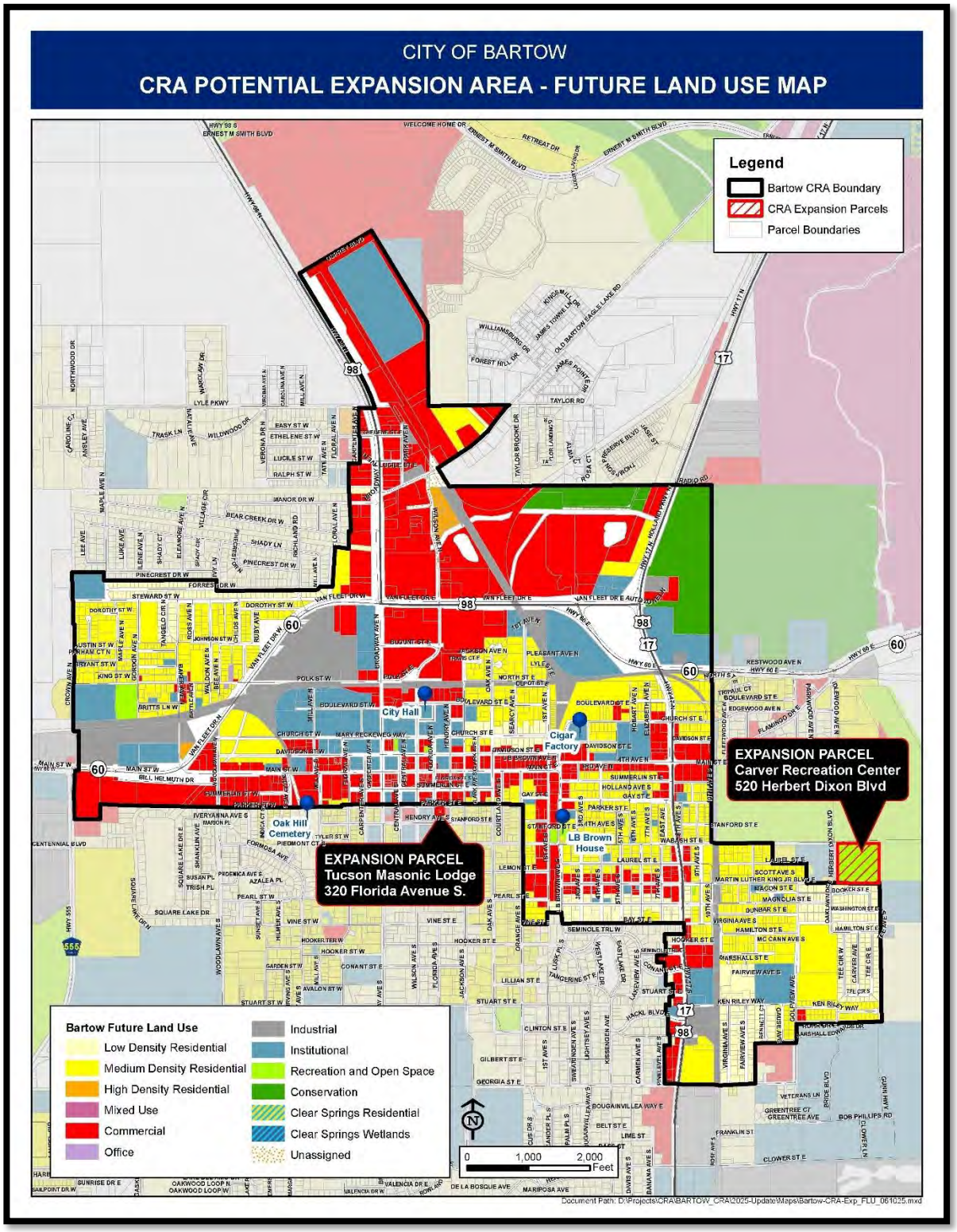
Table 9- District Future Land Use

Use Type	Total Acreage	Percent Acreage
Commercial (COM)	416.60	33.52%
Conservation (CON)	56.90	4.58%
High Density Residential (HDR)	5.87	0.47%
Industrial (IND)	115.84	9.32%
Institutional (INST)	193.40	15.56%
Low Density Residential (LDR)	98.99	7.96%
Medium Density Residential (MDR)	331.09	26.64%
UNASSIGNED	6.89	0.55%
Office (O)	0.54	0.04%
Recreation & Open Space (ROS)	16.84	1.35%
TOTAL	1242.99	100.00%

Figure 3: Percent of District Future Land Use



Map 3 – District Future Land Use



Map 3 depicts the Future Land Use designations within the CRA District. Of note, Future Land Use promotes Commercial along U.S. 98 and industrial along State Road 60. Future development of this land could serve as catalyst projects for the CRA, rapidly increasing the revenue potential of the CRA District.

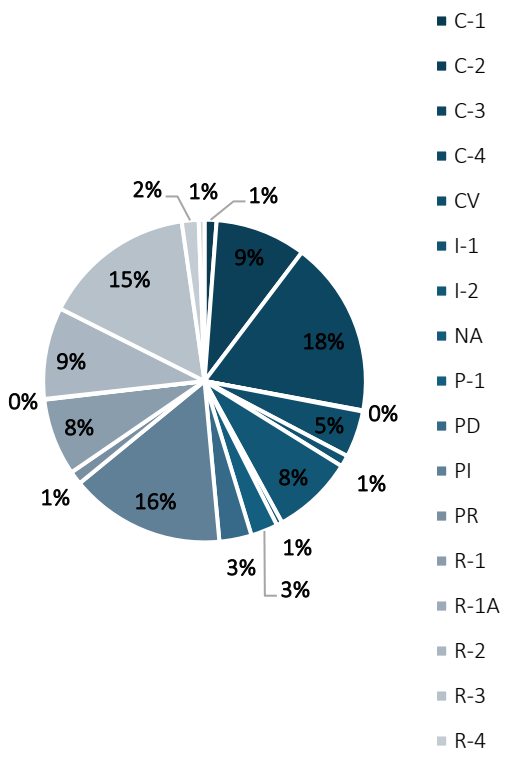
Zoning (ZON)

Zoning districts in the city are consistent with the City of Bartow's Comprehensive Plan and Future Land Use designations. While there are 10 Future Land Use designations in the city, there are eighteen zoning districts representing specific land development types. **Table 10** outlines these zoning districts while **Map 4** illustrates, geographically, the location of the zoning districts.

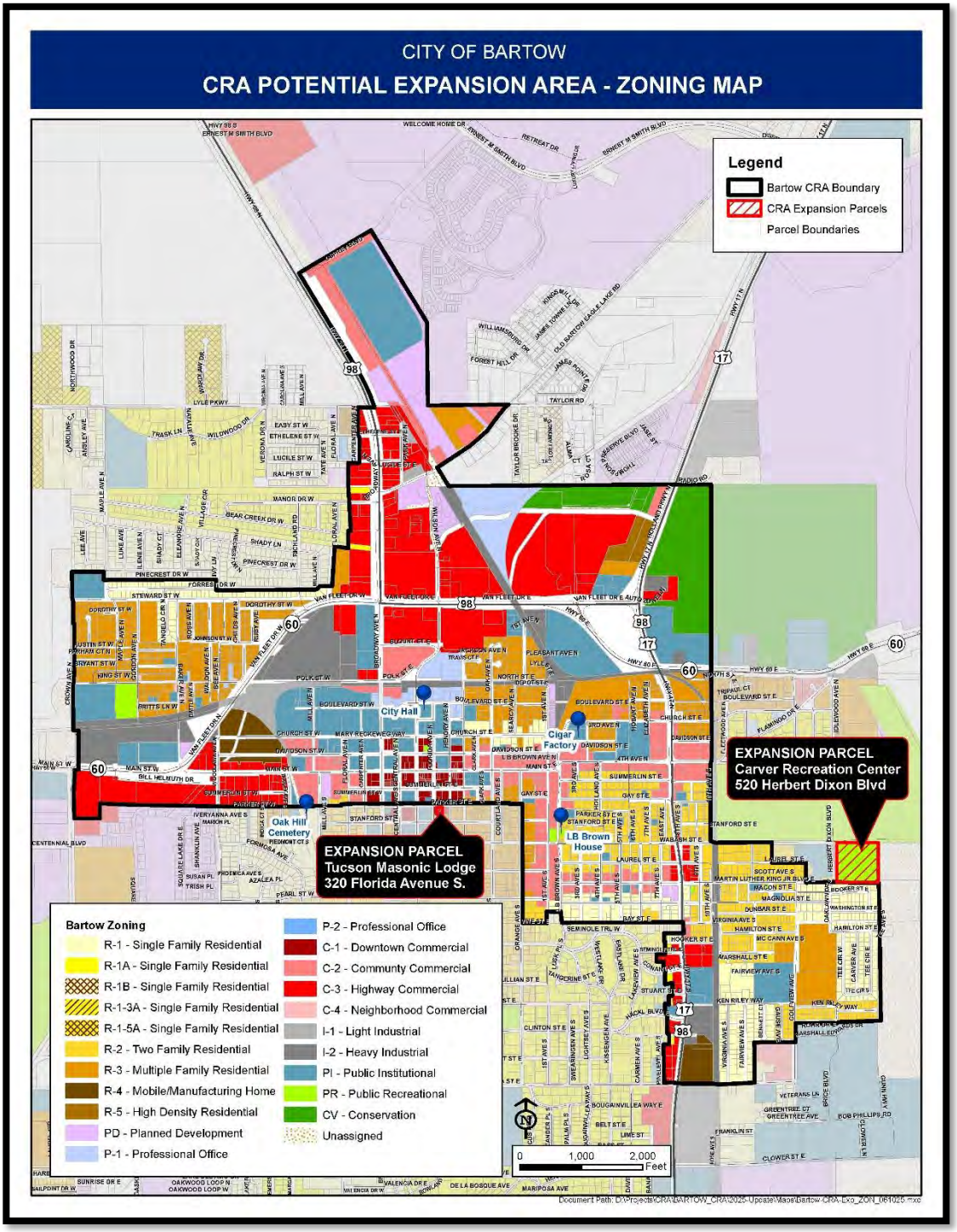
Table 10 – District Zoning

Use Type	Total Acreage	Percent Acreage
Downtown Commercial (C-1)	14.96	1.20%
Community Commercial C-2	113.17	9.10%
Highway Commercial (C-3)	218.94	17.61%
Neighborhood Commercial (C-4)	1.37	0.11%
Conservation (CV)	58.02	4.67%
Light Industrial (I-1)	14.27	1.15%
Heavy Industrial (I-2)	101.57	8.17%
NA	7.12	0.57%
Professional Office (P-1)	33.66	2.71%
Planned Development (PD)	40.08	3.22%
Public Institution (PI)	193.40	15.56%
Public Recreational (PR)	16.71	1.34%
Single Family Residential (R-1)	96.06	7.73%
Single Family Residential (R-1A)	0.86	0.07%
Two Family Residential (R-2)	114.17	9.19%
Multiple Family Residential (R-3)	190.42	15.32%
Mobile/Manufacturing Home (R-4)	21.04	1.69%
High Density Residential (R-5)	7.15	0.58%

Figure: 4 Percent of Zoning



Map 4 –District Zoning Map



The largest of the zoning districts is Highway Commercial (C-3), which represents 17.61 percent of all zoning in the District followed by Public Institution (P-I) (13 percent). Of note, residential zoning makes up nearly 35 percent of District zoning with commercial, commerce and industrial uses, representing 42 percent.

Considerations

Existing land use prioritizes Residential (31.39%); Future Land Use prioritizes Commercial (33.52 %), and Zoning prioritizes Highway Commercial (C-3) (17.16 %). To enrich efforts to meet the economic goals of the CRA District, the identification of targeted development opportunities should be explored.

Existing Conditions Summary Table

	Strengths	Weaknesses	Opportunities
Infrastructure	Bartow has made significant efforts to improve water and wastewater infrastructure.	There are gaps in connectivity and a number of sidewalks are in need of upgrades, repair and adherence to ADA requirements.	Staff may pursue state and federal funding opportunities to address a number of infrastructure issues present. There are opportunities to develop incentive programs and partner on and solicit funds for public infrastructure improvement, development and redevelopment projects.
Employment	The City's commercial and industrial development is located primarily along major thoroughfare in the central Florida region (SR 60, US 98). Bartow hosts numerous State, County and City facilities including the County Courthouse, Polk County Sheriff, Polk County Jail, Florida Department of Transportation, Florida Department of Health and City of Bartow water, wastewater, Police and Fire Services	There is a drastic reduction in office workers after working hours limiting support for retail, restaurants, and service business.	There are opportunities to take a targeted approach to commercial development and provide services that will generate foot traffic in the CRA District and Downtown area. Redevelopment of CRA Corridors- East, West, and North to advance economic development along the corridor should be considered, to encourage additional private investment.
Roadway	Bartow is located centrally to all major points of interest in Polk County and provides easy access to the State's roadway network.	There are safety issues along US 98 and State Road 60 corridors and the circular roundabout located on East Main Street/S L.B Brown/N 2ND Ave.	Staff may pursue complete street grants to address: ▪ Connectivity ▪ Sidewalks and bicycle pathways ▪ Enhance mobility options ▪ Improve safety ▪ Mitigate environmental impacts ▪ Address drainage management ▪ Improve aesthetics
Existing Land Use, Future Land use & Zoning	The CRA District includes single-family, retail commercial, non-retail commercial, service commercial, industrial, and institutional uses and includes limited vacant lots available for infill.	Residential zoning makes up nearly 35 percent of District zoning.	Opportunities for commercial development abut the US 98 and State Road 60 corridors. The identification of targeted development opportunities should be explored. There is an opportunity to incorporate design standards to further define the CRA District, ensuring consistency, quality, and compliance. There are opportunities to promote infill development and redevelopment, and the designation of land for industrial and commercial projects.

Commercial and Residential Development Projects and Infrastructure, and Vacant Parcel Inventory

The majority of parcels are developed or improved in some way as classified by Department of Revenue (DOR) use codes. Of the developed parcels, 327.42 acres are identified as residentially developed and 345.8 acres are identified commercially developed. Of the vacant parcels, 69.29 acres are classified as residential, and 85.35 acres are classified as commercial.

See **Table 11** and **Table 12** below showing a breakdown of developed and vacant parcels. See **Map 4** and **Map 5** identifying the locations of developed and vacant parcels.

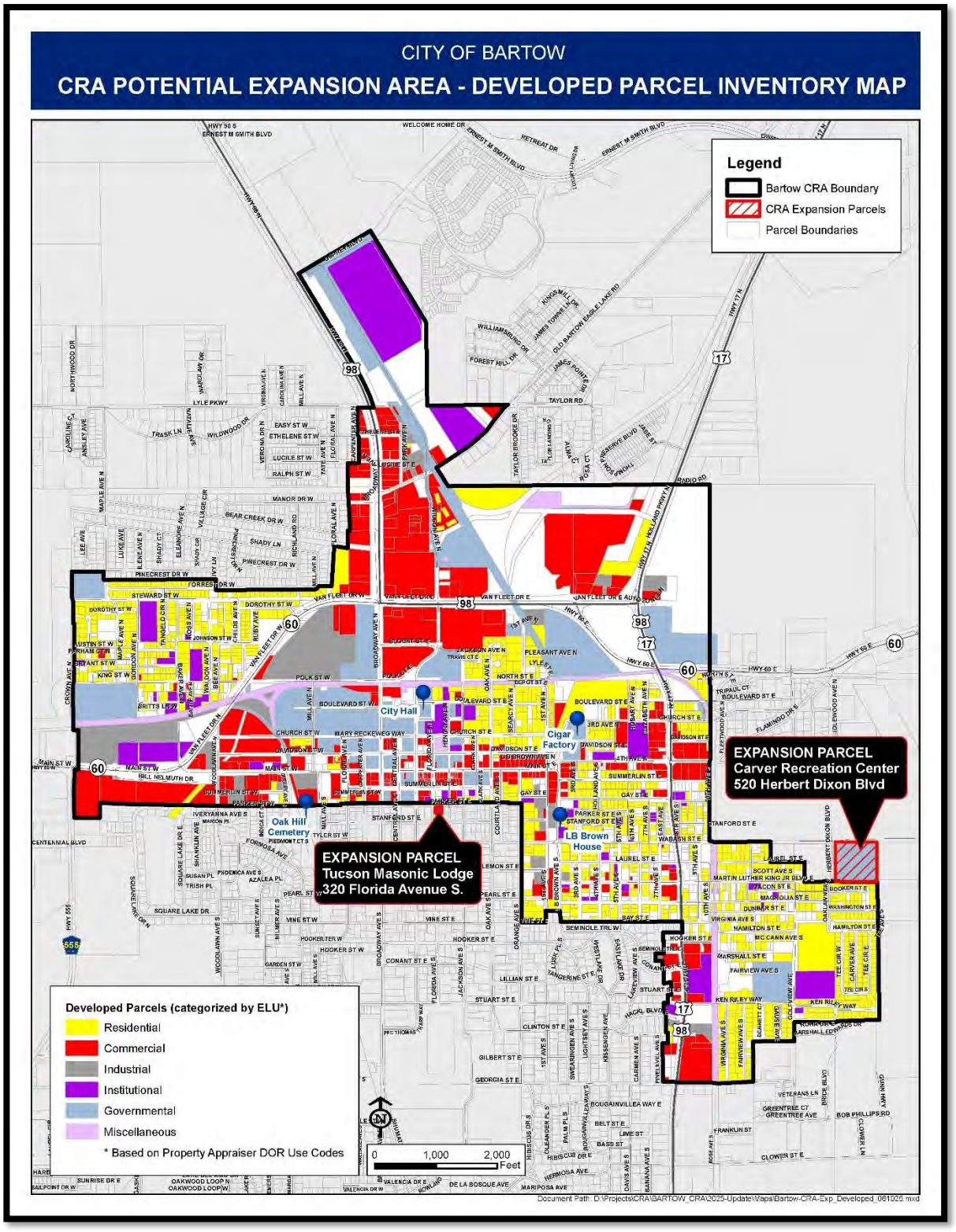
Table 11-Developed Parcels

DORDESC	ACRES	%ELU
COM	277.02	27.61%
GOV/EX	192.24	19.16%
IND	68.78	6.86%
INST/EX	101.07	10.07%
MISC	36.81	3.67%
RES	327.42	32.63%
TOTAL	**1003.34**	**100.00%**

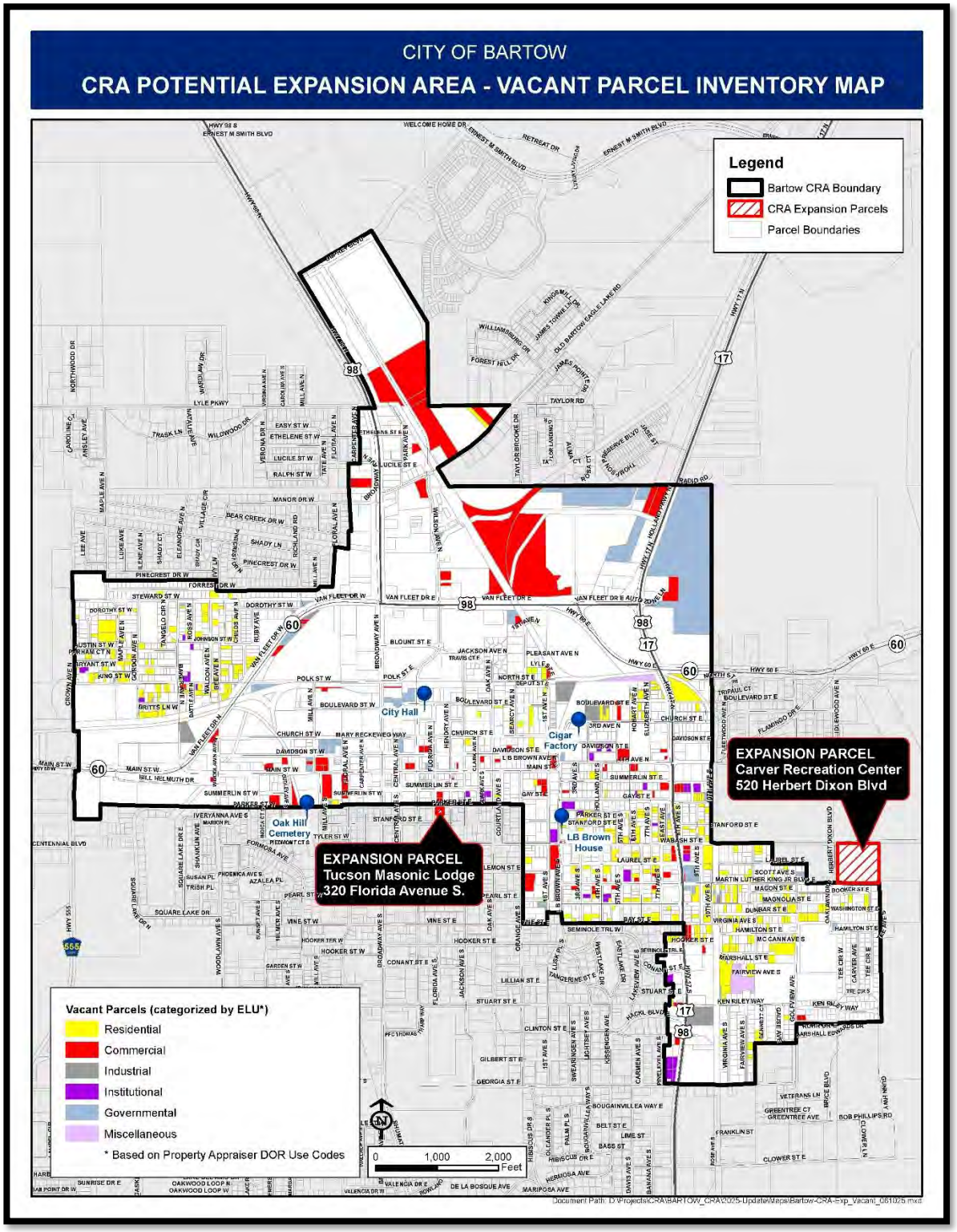
Table 12-Vacant Parcels

DORDESC	ACRES	%ELU
COM	85.35	34.42%
GOV/EX	69.11	27.87%
IND	10.50	4.24%
INST/EX	9.05	3.65%
MISC	4.63	1.87%
RES	69.29	27.95%
TOTAL	**247.93**	**100.00%**

Map 4 –Developed Parcel Inventory Map



Map 5 –District Vacant Parcels Inventory Map



Considerations

This plan is intended to encourage improvements that facilitate continued investment in the CRA District. Future development within the CRA will consist primarily of Commercial, Residential, and Governmental with opportunities for infill development, redevelopment, and rehabilitation of existing properties. Limitations upon development within the CRA District are established by the City of Bartow. The CRA board does not have the authority to establish or change zoning or future land use regulations.

Analysis of Market Potential: Development Opportunities for Commercial and Residential & Infrastructure Markets

Transportation

The central Florida Region contains corridors of statewide importance and an extensive freight rail network, providing for ease of product distribution. The region's central location gives it high potential to continue to grow as an intermodal transportation hub. The City of Bartow is located centrally to all major cities and points of interest in Polk County. The major transportation arteries located in the city include U.S. Highway 17, 98, and State Road 60 providing access to amusement, recreation, cultural and commercial attractions that serve as catalysts for the community, adding to the total volume of tourism within the area. US 17 provides easy access to I-4 and the State's roadway network.

Concerns remain regarding existing traffic circulation, safety, and pedestrian connectivity.

Natural Resources

The U.S. Department of Commerce's Bureau of Economic Analysis (BEA) released outdoor recreation economic data for the State of Florida for year 2023. The outdoor recreation economic data measures the economic activity produced by outdoor recreational activities and measures each industry's production of outdoor goods and services and its contribution to U.S. Gross Domestic Product (GDP). Industry breakdowns of outdoor employment and compensation are also included. The data indicates outdoor recreation generated $57.8 billion in economic output and 469,357 in jobs. The report includes state level data on participation trends and identifies Boating/Fishing, RVing, Hunting/Shooting/Trapping, Motorcycling/ATVing, and Equestrian as the top five outdoor recreational activities in Florida.

Amenities and natural resources in the City of Bartow and within close proximity to the city may be leveraged to advance economic development within the CRA District. Maintaining and creating connections to parks and trails within the city is important to the health and success of the Main Street and CRA.

Proposed Redevelopment Sites and Opportunities

Proposed redevelopment sites identified below demonstrate opportunities to improve the quality of life for residents with the Bartow CRA and City of Bartow. Proposed sites are meant to acknowledge development potential, provide opportunities to further the goals established in the Bartow CRA Plan and the Bartow CRA Feasibility Study (2025), and contribute to a more livable and economically vibrant community.

HISTORIC CIGAR FACTORY	255 & 285 3RD Ave N	*Proposed Property Acquisition for the CRA*
BARTOW CIVIC CENTER AND OAKS SCHOOLS	455 Wilson Ave	*Proposed Property Acquisition for the CRA*
330 EAST MAIN STREET	330 East Main Street	*CRA Owned Property for Development*
0 US HIGHWAY 17	0 US Highway 17; 1590 Martin Luther King Jr Blvd; 1561 Laurel St E; 1565 Laurel St; 0 Laurel St E; 9th S.; 0 9th Ave S	*CRA Owned Property for Development*

970 EAST MAIN STREET	970 E. Main Street; 255 L B Brown Ave N; L B Brown Ave; L B Brown Ave	*CRA Owned Property for Development*
ARGOS, CEMENT LLC-CEMENT FACTORY	495 Main St & 0 Parker St W	*Proposed Property Acquisition for the CRA*
PRINCE HALL MASONIC LODGE	1095 Martin Luther King Jr Blvd E	*Proposed Property Acquisition for the CRA*
TUCSON MASONIC LODGE	320 S Florida Ave, Bartow, FL 33830	*Proposed Property Acquisition for the CRA*
CARVER RECREATION CENTER	520 Herbert Dixon Blvd, Bartow, FL 33830	*City Owned Property*
ORPHEUM THEATRE	335 E Main Street	*CRA Owned Property for Development*
CRA BUILDING	180 Central Ave	*CRA Owned Property for Development*

Identified Catalyst Sites and Catalyst Site Opportunities

There are Catalyst Sites that provide job creation and retention opportunities while addressing and preventing blight. Enhancement of these sites will beautify the Eastern Gateway to the CRA District resulting in an increase in tax values for both the CRA District and surrounding areas.

OYO Budget Inn Bartow	1480 E Main St, Bartow, FL 33830			*Proposed Property Acquisition for the CRA*
190 US 17 LLC	190 US Highway 17 N, Bartow, FL 33830			*Proposed Property Acquisition for the CRA*
1410 E MAIN STREET LLC	1410 E Main St, Bartow, FL 33830			*Proposed Property Acquisition for the CRA*
A Plus Pawn Shop	1395 E Main St, Bartow FL 33830			*Proposed Property Acquisition for the CRA*

Mission

The CRA's Mission is to elevate Bartow by transforming our CRA District by encouraging investment that enhances our neighborhoods and drives economic growth while preserving our diverse history.

Updated Goals and Objectives

Powers provided to CRA's to execute programs, projects and tasks are outlined in Chapter 163.370. The Objectives and Goals identified below provide a framework for the development of initiatives, programs and projects that may be utilized to bring together future resources, assets, and partner organizations to overcome challenges and guide future public investment and policy decisions.

CRA Development Objectives
1. Develop CRA Corridors- East, West, and North for Redevelopment- Entertainment or Commercial Business District
2. Increase Housing Stock in the CRA District, East and West, by Developing Workforce Housing Communities
3. Redevelop Commercial Properties and Housing Areas in the CRA District East End
4. Redevelop Commercial Properties and Housing Areas in the CRA District West End
5. Downtown Bartow- Complete Street- Urban design for downtown Bartow (planning, designing, building, operating, and maintaining streets that enable safe access for all)

CRA funding priorities are approved by the board of directors for allocating services, programs, and financial initiatives to eliminate blight and improve the pedestrian experience in the public realm.

GOAL 1: ADMINISTRATIVE AND OPERATIONAL SUPPORT: SHAPE THE FUTURE OF THE COMMUNITY BY FOCUSING ON ECONOMIC DEVELOPMENT AND COMMUNITY REDEVELOPMENT

Objectives

- **Strategy 1:** In accordance with State Statute, through tax increment fund revenues and other revenues where appropriate fund administrative expenses and contract with professional organizations or firms to implement specific goals and objectives identified within the CRA Plan.

GOAL 2: ENCOURAGE COMMERCE & DISSEMINATE SLUM CLEARANCE AND COMMUNITY REDEVELOPMENT INFORMATION

Objectives

- **Strategy 1:** Promote the CRA District as a safe and exciting place to hold business and family-oriented community events, ecotourism, and social/recreational activities.
- **Strategy 2:** Promote the CRA District and assets through programs, projects and initiatives to encourage commercial development opportunities.
- **Strategy 3:** Promote the CRA District and its programs and projects to encourage residential and business participation.
- **Strategy 4:** Develop and implement maintenance, repair, and public safety measures (Community Policing of CRA District) for the enforcement of state and local laws, codes, and regulations.

GOAL 3: RETAIN CURRENT BUSINESSES AND ATTRACT NEW BUSINESSES IN THE CRA DISTRICT TO ENCOURAGE AND ADVANCE EMPLOYMENT OPPORTUNITIES

Objectives

- **Strategy 1:** Connect CRA Corridors and Downtown with a variety of trans-modal services, image and cultural infrastructure, and supportive programs and projects.
- **Strategy 2:** Establish partnerships with public and private partners to develop and advance redevelopment programs/ projects.
- **Strategy 3:** Activate public spaces to encourage pedestrian traffic in Downtown, East End, and North End CRA District Areas.
- **Strategy 4:** Develop programs, projects and services that encourage job creation, business retention, recruitment, and expansion.
- **Strategy 5:** Assist local businesses and entrepreneurs with growing and establishing businesses in the District, through the development of incentives, grants, and other funding opportunities.

- **Strategy 6:** Establish and implement maintenance and repair schedules for CRA projects, programs and initiatives.

GOAL 4: DEVELOP INITIATIVES, PROGRAMS, AND PROJECTS FOR REVITALIZATION IN THE DOWNTOWN AND THE EAST, WEST, NORTH CRA AREAS

Objectives

- **Strategy 1:** Acquire real property in the CRA District for resale, community use (commercial and residential development), rehabilitation, and preservation.
- **Strategy 2:** Activate public spaces for pedestrian traffic in East, West, and North communities.
- **Strategy 3:** Increase the Public Realm (Smart City) with upgraded technology for improved connectivity to parks, Downtown Bartow, and the Bartow Trail Improvements (EV Charging Stations, Expanded Wi-Fi, Solar Light Poles, Cameras and Blue Light Street Poles- 911 Communication).

GOAL 5: PREVENTION AND MITIGATION OF DAMAGE CAUSED BY BOTH NATURAL AND MAN-MADE DISASTERS WITH A FOCUS ON PUBLIC HEALTH, SAFETY, ENVIRONMENTAL AND INFRASTRUCTURE PROTECTION

Objectives

- **Strategy 1:** Propose and implement flood mitigation projects and programs for the purpose of risk reduction of the existing residential and commercial structures, property acquisition, structure demolition and or relocation.
- **Strategy 2:** Identify and pursue funding sources to address community vulnerabilities with priority given to critical facilities and infrastructure.
- **Strategy 3:** Invest in park and recreation systems through infrastructure Improvements.
  - Encourage community interaction, physical activity, and engagement with the natural environment.
- **Strategy 4:** Improve pedestrian access and safety throughout the District with priority given to projects that improve the physical and visual connectivity of the Downtown.
  - Incorporate accessibility standards outlined by the Americans with Disabilities Act (ADA).
  - Foster economic development by incorporating accessibility standards, preserving historic integrity, and providing alternative solutions when feasible.

GOAL 6: SEEK ADDITIONAL FUNDING SOURCES TO FURTHER DEVELOPMENT AND REDEVELOPMENT ACTIVITIES, AND IMPLEMENT OF PROGRAMS THAT ADVANCE THE GOALS IDENTIFIED IN THE CRA PLAN

Objectives

Strategy 1: Identify and pursue additional funding resources to secure capital assets and improve infrastructure within the District, with priority given to critical facilities and infrastructure.

Strategy 2: To further development and redevelopment activities, and implement of programs that advance the goals identified in the CRA Plan, apply for and accept:

- Grants
- Bonds
- Loans
- Bequest
- Gifts/donations/in-kind/contributions
- Other forms of financial and voluntary assistance

Recommended Improvement Programs

According to Florida Statutes, any redevelopment activity that is authorized by Chapter 163 Part III can be utilized by a Community Redevelopment Agency if that redevelopment activity is included within a Community Redevelopment Plan. Redevelopment activities can be grouped into two categories: Programs and Projects.

The programs and projects identified within this section of the Plan are tools that may be utilized by the Board throughout the life of the CRA. Prior to the implementation of any program or project identified within the Plan, the Board shall establish and/or adopt specific details, rules, criteria or policy as is necessary to properly and successfully implement the program or project. The Board shall have the authority to adopt, prioritize, modify, update, change or abolish any program or project at any duly noticed public meeting,

whether or not the action is noted on the agenda. Property owners and business operators may apply to participate in any number of CRA programs or projects as determined by program or project rules, criteria, or policy.

The Board has the authority to decide when and if any programs or projects identified within the Plan will be implemented and, if implemented, when funded. Simply because a program or project is identified, does not mean that the Board is bound to implement or provide funds for that particular redevelopment activity.

All programs and projects identified within this Plan shall be implemented in an appropriate manner for the use and expenditure of TIF funds deposited in the redevelopment trust fund. The Board may advance any goal or objective and implement any number of projects or programs in a manner that furthers the redevelopment of the community as allowed under Florida Statute 163.370 & 163.387.

Florida Statute 163.370 & 163.387

1. Administrative and overhead expenses
2. Redevelopment planning, surveys, & financial analysis
3. Acquisition of real property in the CRA district
4. Clearance/preparation & relocation of occupants
5. Repayment of borrowed funds
6. All expenses related to bonds/other indebtedness
7. Development of affordable housing
8. Community policing innovations
9. Expenses that are necessary to exercise the powers granted under s. 163.370, as delegated under s. 163.358.
10. Capital Expenditures
11. Promotion and marketing as a means of dissemination
12. Relocation assistance
13. Incentives and grants
14. Code enforcement
15. Land Acquisition
16. Cost sharing/allocation for services
17. Repair and maintenance

Programs

The list of programs below has been created in order to provide a general outline of the redevelopment activities and authority conveyed to the CRA by this plan and by Florida Statutes Chapter 163, Part III. Listing a program within this chapter does not ensure that the program will be established, considered for establishment, or funded by the Board. The Board reserves the right to establish, fund, develop, study, plan, or pursue any program listed (or not listed) within this section that is allowable by the express language of this plan, that furthers or promotes a redevelopment objective or a redevelopment goal identified by this plan as determined by the CRA Board, that exercises a power granted to local governments or redevelopment agencies by Florida Statutes Chapter 163, Part III, that is permitted by Florida law and that is consistent with the Bartow Comprehensive Plan. The Board also reserves the right to amend this plan, to add new programs, or edit existing programs that are allowable by the above, by Florida Statutes Chapter163, Part III, by Florida law and the Bartow Comprehensive Plan at any duly noticed public hearing. For compliance purposes, Florida Statutes Chapter 163, Part III, is incorporated herein by reference as if set forth in full, and this plan grants to and empowers the CRA and the CRA Board to exercise all redevelopment powers granted to or reserved to local governments and community redevelopment agencies therein.

Greenfield Development Incentives

Unlike urban sprawl, where there is little or no urban planning, greenfield development is about proper urban planning that aims to provide practical, affordable, and sustainable developed spaces for growing urban populations. Proper planning takes future growth and development into account and seeks to avoid

the various infrastructure issues that sometimes exist in urban areas. The development of greenfield areas within the redevelopment area can serve as a catalyst for the CRA, providing additional TIF revenue that could then be utilized to further additional redevelopment programs and projects within the CRA.

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan including but not limited to property acquisition including air rights, property sales at a discounted rate, public-private partnerships, grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for- proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, for the improvement and/or redevelopment of greenfields. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to facilitate the development of greenfield properties within the CRA, with priority given to development by the private sector.

The CRA Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any greenfield development program.

Infill Development Incentives

Infill development is a redevelopment strategy that is used to repurpose real estate within a city or town that is no longer serving any real purpose. The process of this type of development effort may include new construction on vacant lots, changing uses in declining areas for new purposes, or even modifying existing structures so they can serve a new purpose. Infill development is often part of an overall urban renewal strategy, designed to revitalize areas of the city that have declined and are no longer considered desirable for any particular purpose.

The most common example of infill development usually involves vacant lots or parcels of land. While these lots may have once held some type of structure, those buildings are no longer present. In order to make the area useful again, the Board may identify a use for the vacant lot and proceed to implement that purpose. For example, a vacant lot may become home to a new structure, a park, residential units, or even be turned into a parking lot that helps to alleviate a parking problem that prevents consumers from shopping in nearby retail establishments.

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law and the Bartow Comprehensive Plan including but not limited to property acquisition including air rights, property sales at a discounted rate, public-private partnerships, grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for- proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, for the improvement and/or redevelopment of infill. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to facilitate the redevelopment of infill properties within the CRA, with priority given to development by the private sector.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any infill redevelopment program.

Brownfield Development Incentives

Brownfield remediation and development is a redevelopment tool and a process in which contamination at brownfield sites is addressed so that the sites can be redeveloped. Redevelopment of brownfields is important to many communities for a variety of reasons, ranging from wanting to preserve undeveloped land to a desire to make previously unusable contaminated land usable so that it can be part of the

community. Because the environmental cleanup can be very complicated legally and environmentally, brownfield is important to many communities for a variety of reasons, ranging from wanting to preserve undeveloped land to a desire to make previously unusable contaminated land usable so that it can be part of the community. Because the environmental cleanup can be very complicated legally and environmentally, brownfield remediation often involves multiple government agencies.

A brownfield is an area of land which was used for commercial or industrial uses, and then abandoned. Some brownfields are actually perfectly usable, and simply haven't been targeted for redevelopment, but most have some form of contamination which needs to be addressed before the land or building can be used. During the brownfield remediation process, the contamination is identified and addressed. Cleanup efforts can include actively removing contaminants, isolating contaminants so that they cannot leak into the environment, or just re- zoning the land for use which allows the presence of some contaminants.

Redevelopment of brownfields is important for a number of reasons. From an environmental perspective, cleanup of contamination is important because it reduces the release of harmful contaminants into the environment, making the environment safer. Environmental cleanup can reduce health problems in the neighboring community and support plant and animal life.

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan including but not limited to property acquisition including air rights, property sales at a discounted rate, public-private partnerships, grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for- proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, for the improvement and/or redevelopment of brownfields. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to facilitate the redevelopment of brownfield properties within the CRA, with priority given to development by the private sector.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any brownfield redevelopment program.

Property Improvement and Rehabilitation Incentives

The improvement and rehabilitation of key blighted and/or underutilized non-residential properties within the CRA is a redevelopment strategy that is used to repurpose buildings, making them more attractive and marketable for private enterprise. Building and property improvements must be of a permanent or "fixed" nature, as allowable by Florida Statutes Chapter 163, Part III. Permanent improvements include, but are not limited to, façade improvements, structural improvements, roof repair, window repair/replacement, painting, driveway and parking improvements, water and wastewater hookups, plumbing, electrical upgrades, interior buildout, landscaping, and anything associated with bringing a structure into compliance with local or state building codes.

Similarly, the improvement and rehabilitation of blighted residential buildings and properties within the CRA is key to the appearance and integrity of residential neighborhoods.

Accordingly, the CRA may provide assistance to residential property owners and associations for the rehabilitation of their properties. Both single-family and multi-family residential units and structures are eligible for assistance. Again, these building or property improvements must be of a permanent or "fixed" nature, as allowable by Florida Statutes Chapter 163, Part III. Permanent improvements include, but are not limited to, façade improvements, structural improvements, roof repair, window repair/replacement, painting, driveway and parking improvements, water and wastewater hookups, plumbing, electrical

upgrades, interior buildout, landscaping, and anything associated with bringing a structure into compliance with local or state building codes.

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan including but not limited to property acquisition including air rights , property sales at a discounted rate, public-private partnerships, grants, matching funds for grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for-proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees for the improvement and/or redevelopment of key blighted and/or underutilized non-residential properties. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to facilitate the improvement and rehabilitation of buildings and properties within the CRA, with priority given to development by the private sector.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any building and property improvement and rehabilitation program.

Public Infrastructure Improvement, Development & Redevelopment

The provision of adequate public infrastructure improvement, development & redevelopment is essential to the health and vitality of an urban community and its residents. The lack of adequate public infrastructure is a major cause of disinvestment and the establishment of blighted conditions within communities. The development and/or improvement of Public Infrastructure is a redevelopment strategy designed to address current and future needs by increasing capacity, functionality, efficiency, and/or marketability. Public infrastructure may include but is not limited to water and wastewater utilities, roadways, traffic calming, parking, electric utilities, signalization, broadband and other innovative technologies, recreational facilities and equipment, open space, bicycle lanes, and pedestrian facilities including sidewalks, walking/biking trails, and trailheads.

Public infrastructure also includes the provision of adequate public transportation. As an incentive to local businesses and a convenience to the residents, the CRA may wish to enhance public transportation throughout the redevelopment area including but not limited to contracting with public agencies, contracting with private providers, purchasing or leasing vehicles, employing qualified staff and promoting the services.

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan including but not limited to property acquisition including air rights, property sales at a discounted rate, public-private partnerships, grants, matching funds for grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects transaction costs, title insurance, request-for-proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, for the improvement and/or redevelopment of public infrastructure. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to facilitate the development and/or redevelopment of public infrastructure, including public transportation within the CRA, with priority given to development by the private sector.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any public infrastructure development and/or redevelopment program, including the provision of public transportation.

Historic Preservation

The preservation and promotion of historic properties and structures within the Community Redevelopment Area attracts residents and visitors to the area to shop with local merchants, dine in local eateries, learn about the City and its past, and engage with the community.

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan including but not limited to property acquisition including air rights, property sales at a discounted rate, public-private partnerships, grants, matching funds for grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for-proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, for the improvement and/or redevelopment of historic structures and historic properties within the CRA. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to facilitate the development, redevelopment, and/or rehabilitation of historic structures and places, with priority given to development, redevelopment, and/or rehabilitation by the private sector.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any historic preservation program.

Intensified Maintenance

The appearance and aesthetic beauty of the CRA is critical for attracting residents and visitors. Patrons of the CRA and downtown area will find themselves staying longer and enjoying themselves more, when the area is as maintained and attractive as it can be. An intensified maintenance program may include, but is not limited to the maintenance of signage, entry features, lighting and security improvement, cultural enhancements, facades, plantings, and landscaping.

An intensified maintenance program may also include establishing or updating design standards for any given neighborhood within the CRA to include the downtown.

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan including but not limited to property acquisition (including air rights), property sales at a discounted rate, public-private partnerships, grants, matching funds for grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for-proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, for improvement and/or redevelopment purposes related to exterior aesthetics, intensified community maintenance, and enhancement of the District tax base. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to facilitate an intensified maintenance program.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any intensified maintenance program, with priority given to development by the private sector.

Dissemination of Community Redevelopment Information

The Board may provide funding and guidance necessary to create a useful and locally tailored promotion plan as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan for the purposes of informing residents and visitors of the community redevelopment area, programs and projects thereby enhancing the District tax base. Additionally, the Board may provide funds to promote

the District and its residential and/or non-residential opportunities to residents or potential visitors. TIF funding may be utilized to recruit private investment, development, and businesses to locate or relocate to the District and expand within the District.

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, and by Florida law including but not limited to property acquisition (including air rights), property sales at a discounted rate, public-private partnerships, grants, matching funds for grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for-proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, for any and all legally-permissible promotion and recruitment opportunities. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to facilitate promotions and/or recruitment program.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any promotions and/or program to communicate CRA programs and projects, with priority given to development by the private sector.

Code Enforcement

Adequate and proactive code enforcement is a redevelopment strategy that is necessary to protect property values, commercial activity, and the general quality of life for residents and visitors within the CRA. Proper code enforcement can also help to attract new business development and investment by increasing the marketability, aesthetics and structural integrity of blighted properties. The CRA has the ability to augment the city's existing code enforcement efforts.

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan including but not limited to property acquisition (including air rights), property sales at a discounted rate, public-private partnerships, grants, matching funds for grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for-proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, to assist with the enforcement of municipal codes in the Community Redevelopment Area as well as to assist with compliance-required remediation, improvement and/or rehabilitation of properties within the Community Redevelopment Area. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to support code enforcement efforts.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any program designed to augment the city's code enforcement efforts within the CRA.

Relocation Assistance

In some instances, residential and non-residential redevelopment activities may require the relocation of a business or household. The CRA may utilize TIF revenue to provide relocation assistance. Assistance may include, but is not limited to, rent/lease assistance, advertisements, distribution of pertinent information, and the cost of moving of persons (including individuals, families, business concerns, nonprofit organizations, and others).

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan including but not limited to property acquisition (including air rights), property sales at a discounted rate, public-private partnerships, grants, matching funds for grants, loans,

interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for- proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, for relocation initiatives directly affecting the Community Redevelopment Area. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to support a relocation assistance program within the CRA.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any relocation assistance program within the CRA.

Community Policing

Adequate law enforcement is a necessary redevelopment strategy to help protect property values, promote activity, ensure safety, and enhance the quality of life of the residents and visitors within the CRA. When residents and visitors feel safe, activity increases, helping to facilitate new investment, new businesses, and more residents. According to Florida Statutes, the CRA may participate in community policing activities including, but not limited to, community mobilization, Neighborhood Block Watch, Citizen Patrol, neighborhood storefront police stations, support for increased or dedicated Police Department patrol within the CRA, and the installation of security and monitoring systems.

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan including but not limited to property acquisition (including air rights), property sales at a discounted rate, public-private partnerships, grants, matching funds for grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for-proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, for community policing initiatives within the Community Redevelopment Area. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to facilitate a community policing program within the CRA.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any community policing program within the CRA.

Neighborhood Reinvestment Program

The funding of certain capital improvements, increased pride of home ownership, and elimination of certain blighted conditions facilitates the stabilization and revitalization of stressed residential neighborhoods.
The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan including but not limited to property acquisition (including air rights), property sales at a discounted rate, public-private partnerships, grants, matching funds for grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for-proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees for improvement and/or redevelopment of residential properties within the Community Redevelopment Area. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to support a neighborhood reinvestment program within the CRA.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of any neighborhood reinvestment program within the CRA.

Elderly and Disabled Assistance Program

The Board may establish and participate in a program specifically designed to assist the elderly and disabled within the CRA. Such assistance may include, but is not limited to, financial assistance for housing needs,

housing rehabilitation, wheelchair ramps, property improvements, transportation, and bringing any building or structure into compliance with the Americans with Disabilities Act (ADA). The CRA may also participate in the Communities for a Lifetime Initiative which is a partnership between the Florida Department of Elder Affairs and the American Association of Retired Persons (AARP) that assists Florida cities, towns and counties in planning and implementing improvements that benefit their residents, both youth and elder. (http://communitiesforalifetime.org/faq.php)

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan including but not limited to property acquisition (including air rights), property sales at a discounted rate, public-private partnerships, grants, matching funds for grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects, transaction costs, title insurance, request-for-proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, for the purpose of assisting the elderly and disabled. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to support an elderly and disabled assistance program within the CRA.

The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of an elderly and disabled assistance program within the CRA.

Disaster Prevention and Recovery

The CRA may establish and participate in program(s) that plan for the prevention or mitigation of damage caused by both natural and/or man-made disasters including, but not limited to, hurricanes, tropical storms, tornados, floods, terrorism, riots, and chemical spills or explosions. Disaster prevention and recovery programs are specifically designed to protect the public's health, safety, and welfare and prevent or remove blight due to such disasters.

The Board reserves the right to take permissible acts, provide any and all incentives, and use TIF redevelopment trust fund revenue, as allowable by Florida Statutes Chapter 163 Part III, by Florida law, and the Bartow Comprehensive Plan, including but not limited to property acquisition (including air rights), property sales at a discounted rate, public-private partnerships, grants, matching funds for grants, loans, interest payments, demolition, construction, maintenance and repair of CRA projects transaction costs, title insurance, request-for-proposal costs, promotion, consulting fees, plan or study preparation, and attorney's fees, for improvement and/or redevelopment activities related to disaster prevention and recovery within the Community Redevelopment Area. It is the intent of this plan to empower the CRA to utilize any legal development and/or redevelopment tool available to support a disaster prevention and recovery program within the CRA. The Board also reserves the right to establish rules, guidelines, and/or policies with respect to the administration of a disaster prevention and recovery program within the CRA.

Capital Improvement Plan (CIP)

Programs and projects that include greenfield, infill, brownfield, improvement/rehabilitation, preservation, maintenance, dissemination, enforcement, policing, disaster prevention and recovery, housing, sidewalks, roads, lighting, stormwater, development and redevelopment activities, sewer, water, internet, brownfield sites and area remediation, parks, parking, transit, transportation, buildings, and trails may be undertaken over time.

The following includes the District 2025-2026 Annual Budget and a draft Capital Improvements Plan for FY 2025-2026 through 2030-2031.

Bartow Community Redevelopment Agency

Fiscal Year 2025-2026 Annual Budget		
Account Number	**Description**	**FY25/26**
	Estimated Revenues	
	City	1,304,123.00
	County	1,425,985.00
	Total TIF	2,730,108.00
	CRA Incurred Debt	-
	Accumulated Balance	2,730,108.00
	Unassigned Carryforward Funds FY 24/25	-
	Cash	2,200,000.00
	TOTAL REVENUES & BALANCES	**4,930,108.00**
	Expenditures	
	Obligations	
559201-881-052	CRA Construction Building Projects	2,600,000.00
559201-991-001	Bond (Debt Service)	-
	Sub-Total	**2,600,000.00**
	Contractual Services	
559201-334-900	Personnel	275,028.00
559201-334-905	Community Policing	113,892.00
559201-334-900	Property Maintenance	40,000.00
559201-334-900	Main Street Bartow	60,000.00
559201-334-900	Marketing & Communication Services	2,000.00
559201-346-055	Main Street Custodial	80,000.00
	Sub-Total	**570,920.00**
	Policy and Project Programs	
559201-881-033	Property Acquisition	1,000.00
559201-334-008	Demolition/Code Enforcement	60,000.00
559201-881-009	Banner Pole Project	8,000.00
559201-881-030	Arts in Public Places	50,000.00
559201-633-019	CIP- Flood Mitigation and Drainage	-
559201-663-020	CIP- Sidewalk Enhancement	-
559201-663-021	CIP- Smart City Program	1,000.00
559201-881-051	Quality of Life & Community Improvements	10,000.00
	Business Retention Grant	
559201-881-043	Commercial Enhancement Grant	100,000.00
559201-881-028	Small Business Incentive	1,000.00
559201-881-053	Anchor Tenant Grant	1,000.00
559201-881-044	Façade Grant	100,000.00
	Housing and Grant Incentives-	
559201-881-027	Permit and Impact Fees Assessment	60,000.00
559201-881-045	House Rehab Program	350,000.00
559201-881-054	Down Payment Assistance	60,000.00
559201-881-049	Future Initiatives/Projects	100,000.00
	Sub-Total	**902,000.00**
	Operations	
559201-348-002	Advertising	1,000.00

559201-332-100	Audit & Accounting	7,000.00
559201-345-010	Insurance	5,100.00
559201-354-001	Dues and Subscriptions	4,000.00
559201-331-100	Legal	35,000.00
559201-331-300	Consulting Services	340,000.00
559201-349-001	Miscellaneous	30,000.00
559201-346-002	Office Furniture & Equipment	6,000.00
559201-351-001	Supplies	10,000.00
559201-341-012	Postage	500.00
559201-347-010	Printing & Binding	2,000.00
559201-341-004	Telephone / Internet	2,695.00
559201-341-000	Utilities - CRA Building	1,019.00
559201-344-004	Office Lease	70,000.00
559201-340-100	Travel/Training - STAFF	20,000.00
559201-340-101	Travel/Training - BOARD	15,000.00
559201-349-803	Allocated City Clerk	20,345.00
559201-349-805	Allocated Human Resources	3,765.00
559201-349-806	Allocated Purchasing	594.00
	Sub-Total	**574,018.00**
	TOTAL EXPENDITURES	**4,646,938.00**
Budgeted Fund Balance, End of Year (September 30)		**283,170.00**

BARTOW COMMUNITY REDEVELOPMENT AGENCY (CIP)		25/26	26/27	27/28	28/29	29/30	30/31
ACCOUNT NUMBER	Description						
	OBLIGATIONS						
559201-881-052	CRA Construction Building Projects						
559201-991-001	Bond (Debt Service)						
	CONTRACTUAL SERVICES						
559201-334-900	Personnel	√	√	√	√	√	√
559201-334-905	Community Policing	√	√	√	√	√	√
559201-334-900	Property Maintenance	√	√	√	√	√	√
559201-334-900	Main Street Bartow	√	√	√	√	√	√
559201-334-900	Marketing & Communication Services	√	√	√	√	√	√
559201-346-055	Main Street Custodial	√	√	√	√	√	√
	POLICY AND PROJECT PROGRAMS						
559201-881-033	Property Acquisition	√	√	√	√	√	√
559201-334-008	Demolition/Code Enforcement	√	√	√	√	√	√
559201-881-009	Banner Pole Project	√	√	√	√	√	
559201-881-030	Arts in Public Places	√	√	√	√	√	√
559201-633-019	CIP- Flood Mitigation and Drainage						√
559201-663-020	CIP- Sidewalk Enhancement						√
559201-663-021	CIP- Smart City Program	√	√	√	√	√	√
559201-881-051	Quality of Life & Community Improvements	√	√	√	√	√	√
	BUSINESS RETENTION GRANT						
559201-881-043	Commercial Enhancement Grant	√	√	√	√	√	√
559201-881-028	Small Business Incentive	√	√	√	√	√	√

559201-881-053	Anchor Tenant Grant	√	√	√	√	√	√
559201-881-044	Façade Grant	√	√	√	√	√	√
HOUSING AND GRANT INCENTIVES							
559201-881-027	Permit and Impact Fees Assessment	√	√	√	√	√	√
559201-881-045	House Rehab Program	√	√	√	√	√	
559201-881-054	Down Payment Assistance	√	√	√	√	√	
559201-881-049	Future Initiatives/Projects	√	√	√	√	√	√
OPERATIONS		√	√	√	√	√	√

Analysis of Future Growth & Tax Increment Finance (TIF) Projections

Funding for CRA Programs and Projects

CRA programs and projects are primarily funded through the Redevelopment Trust Fund utilizing TIF revenues generated within the Community Redevelopment Area. Other funding sources may include grants, bonds, and loans. Improvements identified in the update may be funded by partnerships with public and private organizations and there may be additional opportunities to obtain financial assistance from other levels of government to execute programs and projects identified in the redevelopment plan.

Federal Grants – The U.S. Department of Housing and Urban Development (HUD) has many grants that it distributes to state, county, and City governments as well as non-government organizations throughout the U.S. The Office of Community Development through the Department of Housing and Urban Development (HUD) focuses on urban renewal and development. The United States Department of Agriculture (USDA) provides a variety of grants for areas with fewer than 20,000 residents to finance revitalization projects or to assist in the development of essential community facilities in rural areas and towns of up to 20,000 in population.

State and Local Grants – Some grants are distributed through state, county, and local governments. Some examples include the Affordable Housing Catalyst Program, Brownfields Economic Development Initiative, Center for Building Better Communities, Community and Economic Development Program, Economic Development Administration Loans/Grants, Financial Assistance for Research and Development Projects, Florida Small Cities Community Development Block Grant, and Urban Design, City Planning and Redevelopment Initiatives.

State Historical Funds – The State Division of Historic Resources offers small grants with no matching requirement which may be used to complete a survey of historic structures.

Incentives – In an effort to establish a competitive posture and create jobs and wealth, many communities provide access to financial incentives. In order to support targeted economic growth, the development of finance tools to expand capital for economic development and fund targeted programs or projects would be beneficial. Beyond financial, incentives in the form of waived review fees and shortened review timeframes to properties within the CRA if projects are in conformance with the design guidelines, could also be considered.

Public-Private Partnerships – The City may be able to partner with private companies and/or civic organizations to meet a number of the goals identified within the Community Redevelopment Plan and Downtown Vision and Action Plan.

Millage Rates

A mill is a ratio used to calculate ad valorem revenue. For example, if a tax rate is 1.00 mill and the taxable value of a piece of property is $1,000, one dollar of revenue is generated. Table 13 includes the millage

rates for Bartow and Polk County from 2010 through 2021. The millage rates are specific to the County and City of Bartow and do not include the millage rates for the School Board or Water Management Districts. Bartow's millage rate fell from 2014 to 2022. The millage rate has increased each year since 2021. Polk County's millage rate fell from 2014 to 2015 and remained the same through 2017. It increased in 2018, and decreased in 2020, 2022, 2023, and 2024. Based on historical trends, the projected millage rate is set as the 2024 millage rate.

TABLE 13: MILLAGE RATES

Year	City Millage Rate	County Millage Rate	Combined Millage Rate
2014	3.9075	6.8665	10.7740
2015	3.8387	6.7815	10.6202
2016	3.8044	6.7815	10.5859
2017	3.6541	6.7815	10.4356
2018	3.5378	7.1565	10.6943
2019	3.2768	7.1565	10.4333
2020	3.0862	6.8990	9.9852
2021	4.0000	6.8990	10.8990
2022	4.6080	6.6920	11.3000
2023	6.1080	6.6852	12.7932
2024	6.1080	6.6348	12.7428

Source: Polk County Property Appraiser's Office

According to the Florida Department of Revenue, the City of Bartow levied $7,297,393 of ad valorem taxes in FY 2023-2024 and $8,180,955 of ad valorem taxes in FY 2024-2025, which is a 12.1 percent increase. Approximately 3.6 percent of the taxes were levied on new construction in FY 2023-2024 and 5.8 percent were levied on new construction in FY 2024-2025.

Assessed Values

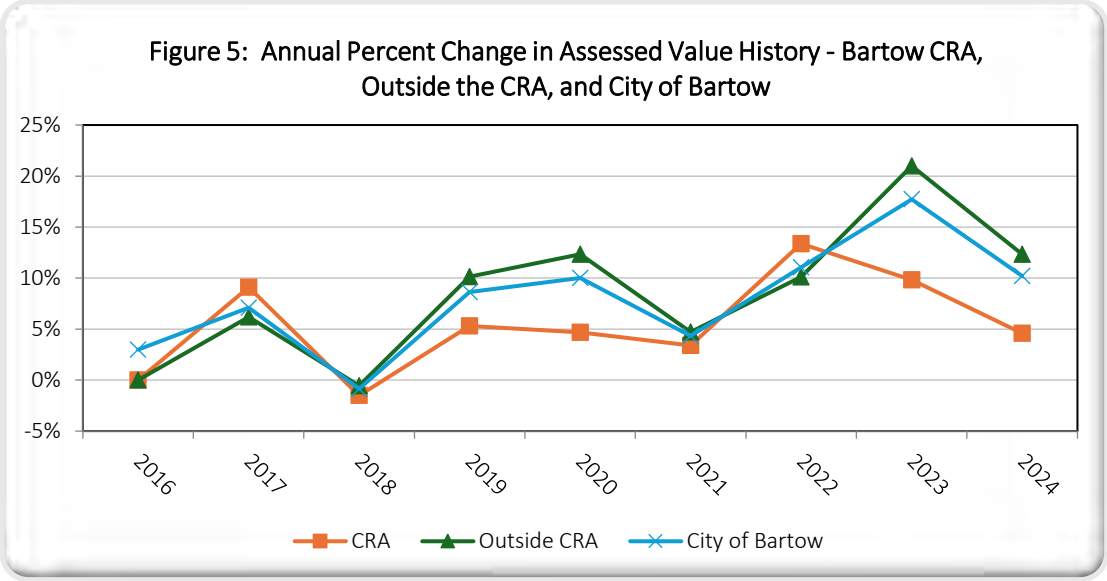
The Assessed Values for the properties in the Bartow CRA District increased each year except for 2018, with the strongest increase in 2022. The growth in assessed values in the Bartow CRA District was not as strong as the growth in the City of Bartow or the area located outside the Downtown CRA District, except for 2022. The growth in assessed values in these areas also increased each year, except for 2018. This is partially explained through the addition of annexed lands in these areas while the Downtown CRA district boundary remains the same. From 2016 to 2024, the Bartow CRA District experienced a 59.5 percent increase in assessed values, the area outside the CRA experienced a 104.7 percent increase in assessed values, and the City of Bartow experienced a 90.7 percent increase in assessed values.

TABLE 14: ASSESSED VALUES

	Within CRA		Outside CRA		City of Bartow	
Year	Total Value	Percent Change from previous Year	Total Value	Percent Change from previous Year	Total Value	Percent Change from previous Year
2016	$313,990,954	--	$696,953,102	--	$1,010,944,056	--
2017	$342,558,768	9.10%	$740,148,242	6.20%	$1,082,707,010	7.10%
2018	$337,371,271	-1.51%	$736,038,376	-0.56%	$1,073,409,647	-0.86%
2019	$355,238,230	5.30%	$810,658,758	10.14%	$1,165,896,988	8.62%
2020	$371,899,366	4.69%	$910,530,911	12.32%	$1,282,430,277	10.00%

2021	$384,536,151	3.40%	$953,346,216	4.70%	$1,337,882,367	4.32%
2022	$435,951,790	13.37%	$1,049,647,271	10.10%	$1,485,599,061	11.04%
2023	$478,807,091	9.83%	$1,269,970,537	20.99%	$1,748,777,628	17.72%
2024	$500,759,213	4.58%	$1,426,608,498	12.33%	$1,927,367,711	10.21%
Overall Change	**$186,768,259**	**59.48%**	**$729,655,396**	**104.69%**	**$916,423,655**	**90.65%**

Source: Polk County Property Appraiser's Office and the City of Bartow



Taxable Values

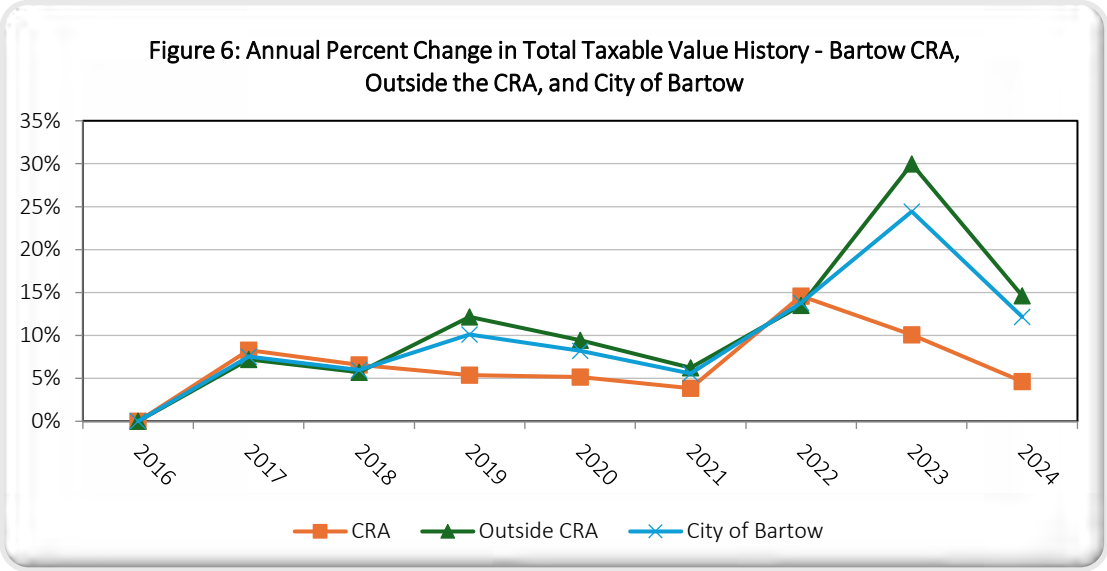
The Total Taxable Values for the properties in the Bartow CRA District increased every year, with the strongest increase between 2021 and 2022. The growth in Total Taxable Values in the Bartow CRA District was not as strong as the growth in the City of Bartow or the area located outside the Bartow CRA District. The growth in Total Taxable Values in these areas has increased each year from 2016 through 2024 on average of 11.7 percent. This is partially explained through the addition of annexed lands in these areas while the Bartow CRA district boundary remains the same. From 2016 to 2024, the Bartow CRA District experienced a 75.3 percent increase in Total Taxable Values, the area outside the CRA experienced a 149.8 percent increase in Total Taxable Values, and the City of Bartow experienced a 127.7 percent increase in Total Taxable Values.

TABLE 15: BARTOW CRA TOTAL TAXABLE VALUES

	Within CRA		Outside CRA		City of Bartow	
Year	Taxable Value	Percent Change from previous Year	Taxable Value	Percent Change from previous Year	Taxable Value	Percent Change from previous Year
2016	$174,984,694	--	$412,403,215	--	$587,387,909	--
2017	$189,493,414	8.29%	$442,100,071	7.20%	$631,593,485	7.53%
2018	$201,947,210	6.57%	$467,372,565	5.72%	$669,319,775	5.97%
2019	$212,810,090	5.38%	$524,237,284	12.17%	$737,047,374	10.12%

2020	$223,813,629	5.17%	$573,725,175	9.44%	$797,538,804	8.21%
2021	$232,469,056	3.87%	$609,502,982	6.24%	$841,972,038	5.57%
2022	$266,381,339	14.59%	$691,836,817	13.51%	$958,218,156	13.81%
2023	$293,177,957	10.06%	$899,177,869	29.97%	$1,192,355,826	24.43%
2024	$306,718,674	4.62%	$1,030,516,643	14.61%	$1,337,235,317	12.15%
Overall Change	**$131,733,980**	**75.28%**	**$618,113,428**	**149.88%**	**$749,847,408**	**127.66%**

Source: Polk County Property Appraiser's Office and the City of Bartow



Tax Increment Revenue Projections

The 2021 CRA Plan Update projected an annual increase in taxable value that varied from 1.2 percent to 5.5 percent. From 2016 to 2024, the annual percent change in taxable value for the Downtown CRA District averaged to 7.3 percent.

The revenue projections assume an annual increase of 5.0 percent in taxable values within the CRA district. Table 16 includes the forecast revenue projections for the Bartow CRA District from 2025 through 2050. The tax increment is the difference between the base year ($97,207,480) and the forecast year. The contribution rate is at 95% with a city tax rate of 6.1080 mills and a county tax rate of 6.6348 mills.

TABLE 16 BARTOW CRA REVENUE PROJECTION

Year	Area Tax Base (Taxable Value) ($)	Base Year Taxable Value ($)	Tax Base Increment ($)	City Millage	County Millage	Increment Revenues 95% ($)	Cumulative Revenue ($)
2025	$322,054,608	$97,207,480	$224,847,128	6.1080	6.6348	$2,721,923	$2,721,923
2026	$338,157,338	$97,207,480	$240,949,858	6.1080	6.6348	$2,916,857	$5,638,780
2027	$355,065,205	$97,207,480	$257,857,725	6.1080	6.6348	$3,121,538	$8,760,318
2028	$372,818,465	$97,207,480	$275,610,985	6.1080	6.6348	$3,336,453	$12,096,771
2029	$391,459,389	$97,207,480	$294,251,909	6.1080	6.6348	$3,562,114	$15,658,884
2030	$411,032,358	$97,207,480	$313,824,878	6.1080	6.6348	$3,799,057	$19,457,942
2031	$431,583,976	$97,207,480	$334,376,496	6.1080	6.6348	$4,047,848	$23,505,790
2032	$453,163,175	$97,207,480	$355,955,695	6.1080	6.6348	$4,309,079	$27,814,868
2033	$475,821,333	$97,207,480	$378,613,853	6.1080	6.6348	$4,583,371	$32,398,239
2034	$499,612,400	$97,207,480	$402,404,920	6.1080	6.6348	$4,871,377	$37,269,616
2035	$524,593,020	$97,207,480	$427,385,540	6.1080	6.6348	$5,173,784	$42,443,400
2036	$550,822,671	$97,207,480	$453,615,191	6.1080	6.6348	$5,491,311	$47,934,711
2037	$578,363,805	$97,207,480	$481,156,325	6.1080	6.6348	$5,824,715	$53,759,426
2038	$607,281,995	$97,207,480	$510,074,515	6.1080	6.6348	$6,174,789	$59,934,215
2039	$637,646,095	$97,207,480	$540,438,615	6.1080	6.6348	$6,542,366	$66,476,581
2040	$669,528,399	$97,207,480	$572,320,919	6.1080	6.6348	$6,928,322	$73,404,904
2041	$703,004,819	$97,207,480	$605,797,339	6.1080	6.6348	$7,333,577	$80,738,480
2042	$738,155,060	$97,207,480	$640,947,580	6.1080	6.6348	$7,759,093	$88,497,574
2043	$775,062,813	$97,207,480	$677,855,333	6.1080	6.6348	$8,205,886	$96,703,460
2044	$813,815,954	$97,207,480	$716,608,474	6.1080	6.6348	$8,675,019	$105,378,478
2045	$854,506,752	$97,207,480	$757,299,272	6.1080	6.6348	$9,167,607	$114,546,086
2046	$897,232,089	$97,207,480	$800,024,609	6.1080	6.6348	$9,684,826	$124,230,912
2047	$942,093,694	$97,207,480	$844,886,214	6.1080	6.6348	$10,227,905	$134,458,817
2048	$989,198,378	$97,207,480	$891,990,898	6.1080	6.6348	$10,798,139	$145,256,956
2049	$1,038,658,297	$97,207,480	$941,450,817	6.1080	6.6348	$11,396,883	$156,653,839
2050	$1,090,591,212	$97,207,480	$993,383,732	6.1080	6.6348	$12,025,566	$168,679,405

Anticipated Cost of Redevelopment Activity

Florida Statutes Section 163.362(9) requires a community redevelopment plan to contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area, and any indebtedness of the community redevelopment agency or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.

Using the foregoing Tax Increment Revenue Projections as a basis, and assuming, for analytical purposes, that the CRA maintains a similar ratio of expenditures for services, programs, projects, and operations identified in the CRA's Fiscal Year 2025-2026 Budget for each municipal fiscal year, the planned projected costs of redevelopment for Fiscal Year 2025-2026 through Fiscal Year 2049-2050 are:

- ***Contractual Services*** (inclusive of agency personnel, community policing, property maintenance, marketing and communications services, and custodial services): $32,219,342,
- ***Policy and Project Programs, Grants, and Incentives*** (inclusive of property acquisition, demolition and code enforcement, business grants, and housing incentives): $50,903,535,
- ***Operations*** (inclusive of consulting services, legal services, and ordinary office expenses): $32,394,174, and
- ***Uncategorized Redevelopment Expenses***: $53,162,352.

This plan empowers the CRA Board, as part of the CRA's annual budget process, to make any adjustment in spending deemed necessary to make improvements to properties within the community redevelopment area, develop and spend redevelopment trust funds on publicly funded capital projects, acquire and sell properties, accomplish plan goals and redevelopment objectives, and otherwise address conditions of blight within the community redevelopment area.

This plan further empowers the CRA Board to devote increment revenues to the payment of indebtedness, specifically including taxable and/or tax-exempt bonds and loans issued in any amount, so long as the total annual cost for repayment of principal and interest for such bonds and loans does not exceed the sum of 100% of the annual increment revenue deposits received from taxing authorities plus 100% of any annual operating revenue realized from CRA projects.

Based on the foregoing, the Total Anticipated Cost for Redevelopment Activities in this Plan, inclusive of Contractual Services, Policy and Project Programs, Grants, Incentives, Operations and Optional Unassigned Redevelopment Expenses, all of which or none of which may, at the option of the CRA Board, be spent on publicly funded capital projects or on the repayment of principal and interest of indebtedness, is $168,679,405.

Appendix A: Legal Description/Parcel ID

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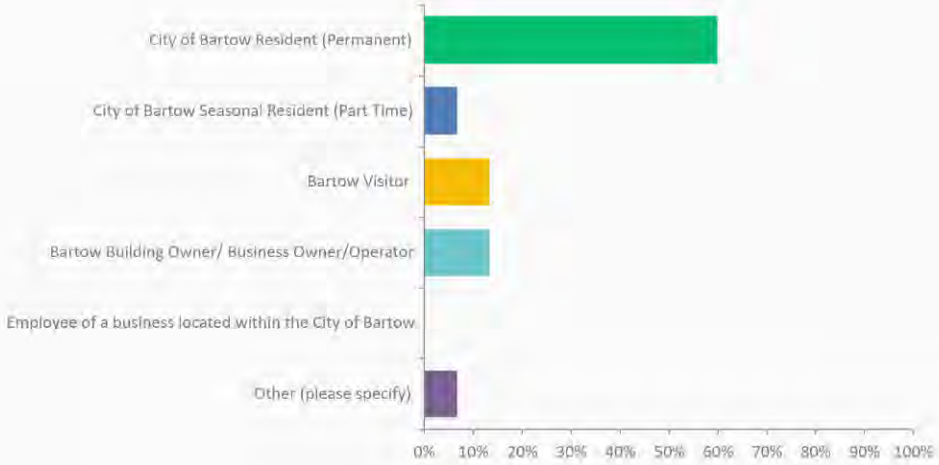
Appendix B: Survey Report

Q1: 1. I am a...

Answered: 15 Skipped: 0



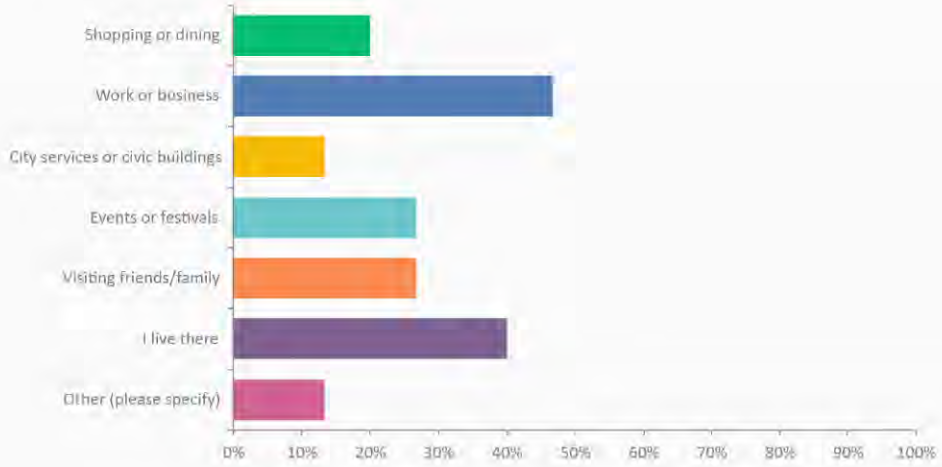
Q2: 2. Age Group

Answered: 15 Skipped: 0

ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18–24	0.00%	0
25–34	13.33%	2
35–44	13.33%	2
45–54	26.67%	4
55–64	26.67%	4
65+	20.00%	3
TOTAL		15

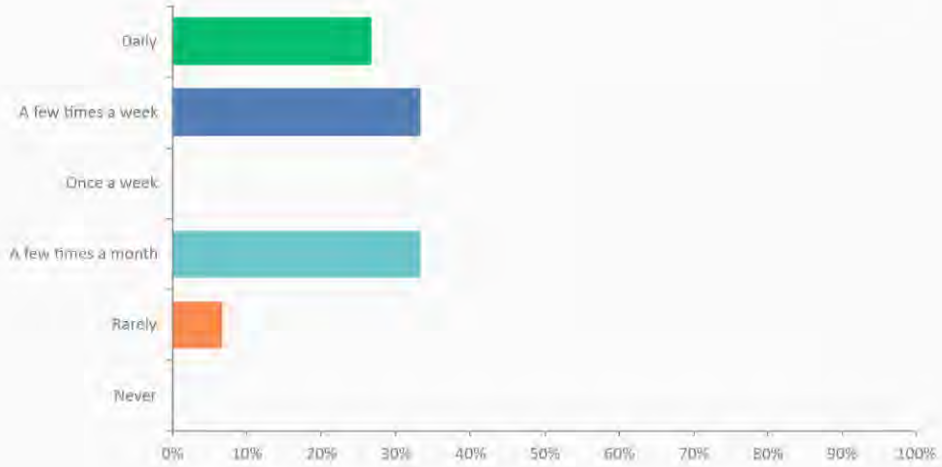
Q3: 3. What brings you to the CRA area most often? (Check all that apply)

Answered: 15 Skipped: 0



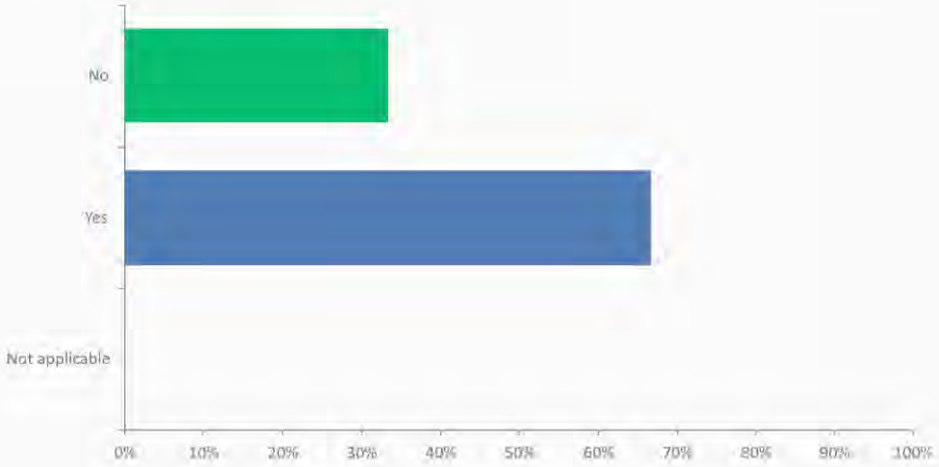
Q4: 4. How often do you visit Downtown Bartow or the CRA area?

Answered: 15 Skipped: 0



Q5: 5. Have you participated in any programs, services, activities or events offered by the CRA?

Answered: 15 Skipped: 0



Q7: 6. What are the top 3 priorities you believe the CRA should focus on? (Select up to 3)

Answered: 14 Skipped: 1

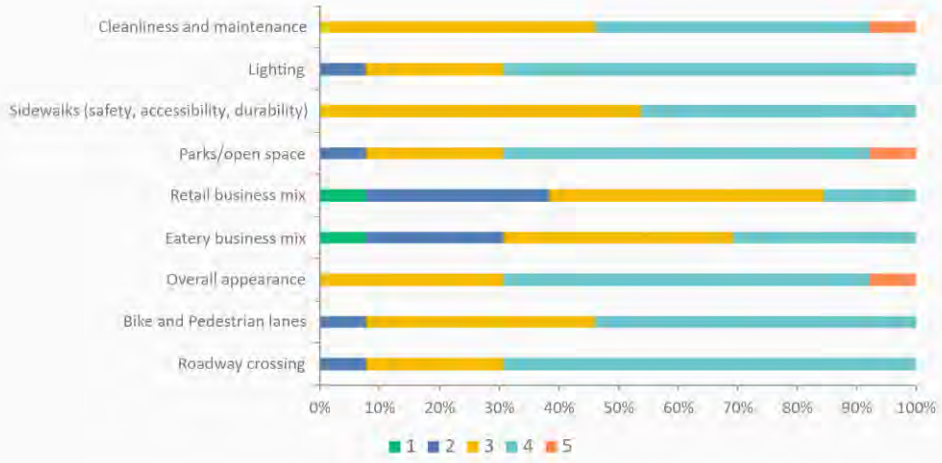
Q8: 7. What are the top 3 types of new development or uses would you like to see more of in the CRA area?

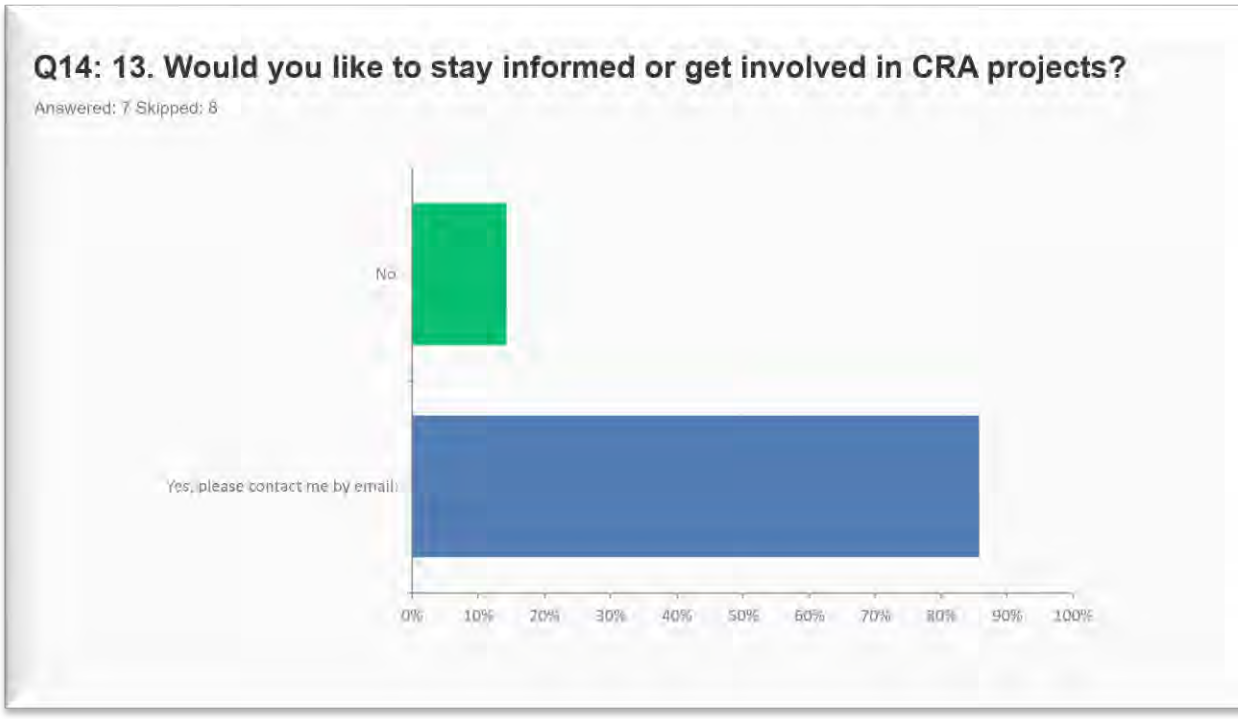
Answered: 14 Skipped: 1

ANSWER CHOICES	RESPONSES	
Restaurants or cafés	42.86%	6
Retail shops and boutiques	21.43%	3
Housing (apartments, townhomes, etc.)	50.00%	7
Office or co-working spaces	7.14%	1
Arts and entertainment venues	42.86%	6
Health and wellness services	28.57%	4
Hotels or lodging	14.29%	2
Community gathering spaces	28.57%	4
Recreational opportunities	42.86%	6

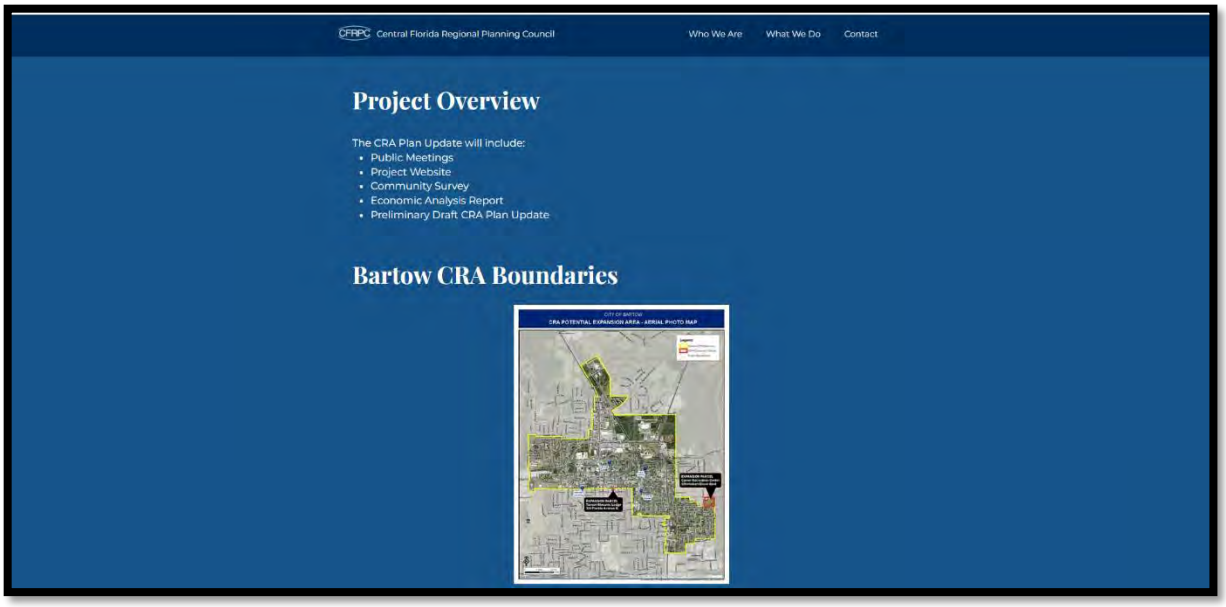
Q9: 8. How would you rate the following in the CRA area? (1 = Poor, 5 = Excellent)

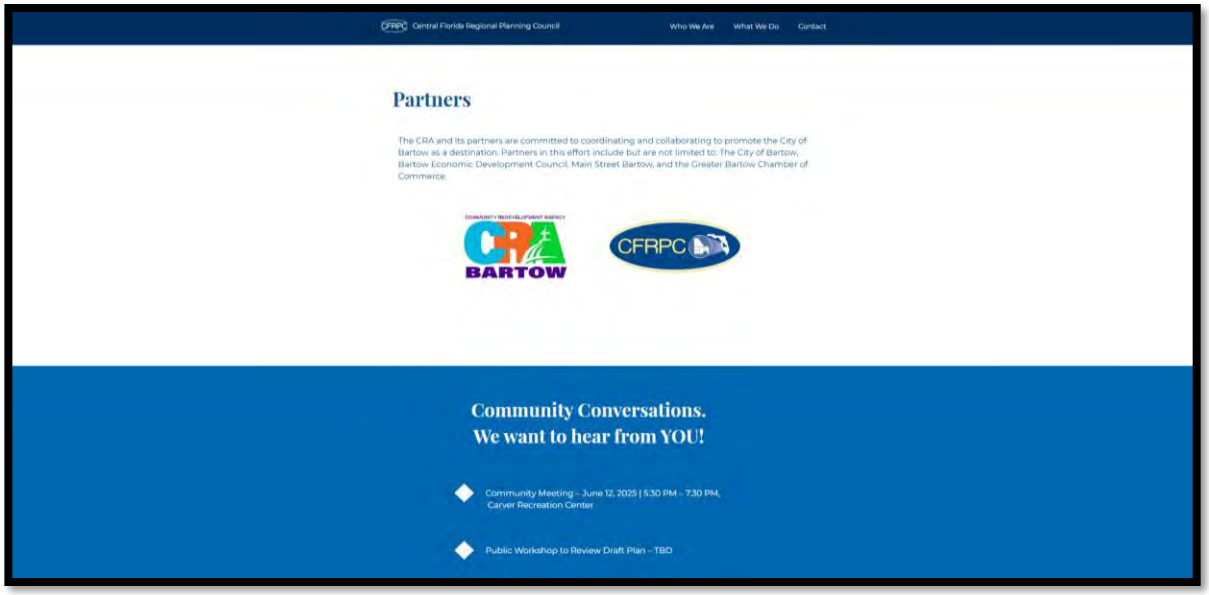
Answered: 13 Skipped: 2

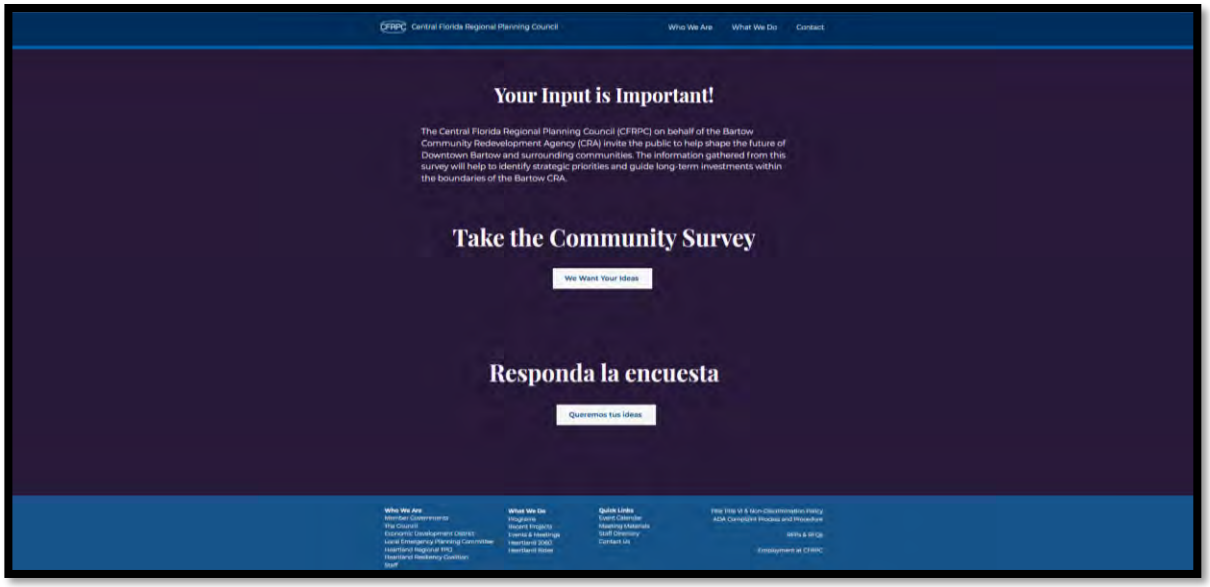



Q14: 13. Would you like to stay informed or get involved in CRA projects?
Answered: 7 Skipped: 8
No
Yes, please contact me by email
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%

Appendix C: Bartow CRA Plan Online Website with Link to Online Survey




CFRPC Central Florida Regional Planning Council
Who We Are
What We Do
Contact
Partners
The CRA and its partners are committed to coordinating and collaborating to promote the City of Bartow as a destination. Partners in this effort include but are not limited to: The City of Bartow, Bartow Economic Development Council, Main Street Bartow, and the Greater Bartow Chamber of Commerce.
CRA BARTOW
CFRPC
Community Conversations.
We want to hear from YOU!
Community Meeting – June 12, 2025 | 5:30 PM – 7:30 PM, Carver Recreation Center
Public Workshop to Review Draft Plan – TBD


CFRPC Central Florida Regional Planning Council
Who We Are
What We Do
Contact
Your Input is Important!
The Central Florida Regional Planning Council (CFRPC) on behalf of the Bartow Community Redevelopment Agency (CRA) invite the public to help shape the future of Downtown Bartow and surrounding communities. The information gathered from this survey will help to identify strategic priorities and guide long-term investments within the boundaries of the Bartow CRA.
Take the Community Survey
We Want Your Ideas
Responda la encuesta
Queremos tus ideas

Survey QR Code & Online Survey

Advertised Public Meeting

Bartow CRA Community Engagement Session

Sign-In Sheet

Deep Blu Pools
395 Summerlin St. E Bartow, FL 33830
Tuesday, August 26, 2025, 10 AM

Name	Initial if Opposed to Photo Consent*	Mailing Address	Email Address
Affordable Screen Print		315 E Summerlin St Bartow	Sales@Affordablescreenprint.com
Cary Klimczak - Zest		315 E Summerlin St Bartow	CaryK@vzrestaurantgroup.com
Bill Lewin		190 S Florida Ave	William.R.Lewin@gmail.com
Norman Lewis		2150 Magnolia St.	jnormanlewis@yahoo.com
Harriet B. Hinson		2140 M L King Jr Blvd	Hinson277@gmail.com
Christy Byers		Unfiltered	

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Bartow CRA Community Engagement Session

Sign-In Sheet

Deep Blu Pools
395 Summerlin St. E Bartow, FL 33830
Tuesday, August 26, 2025, 10 AM

Name	Initial if Opposed to Photo Consent*	Mailing Address	Email Address
Barbara Banks			bbanks@cityofbartow.net
Alvin B Smith Jr			
Shanae Bennett		304 E. Main St. Bartow 33830	
Errol D. Jones		P.O Box 1552, Bartow, FL 33831	info@odjonesconstructiongroup.com
Nicole Brannen		1640 Taylor Rd Bartow	nicolebrannen2021@gmail
BRIAN MacDONALD		PO BOX 521 BARTOW 33831	BRIAN@OAKCITYBARTOW.ORG
Ghent, Anthony			mkghent@hotmail.com
Beeshee Frazier			bfrazier@cfrpc.org

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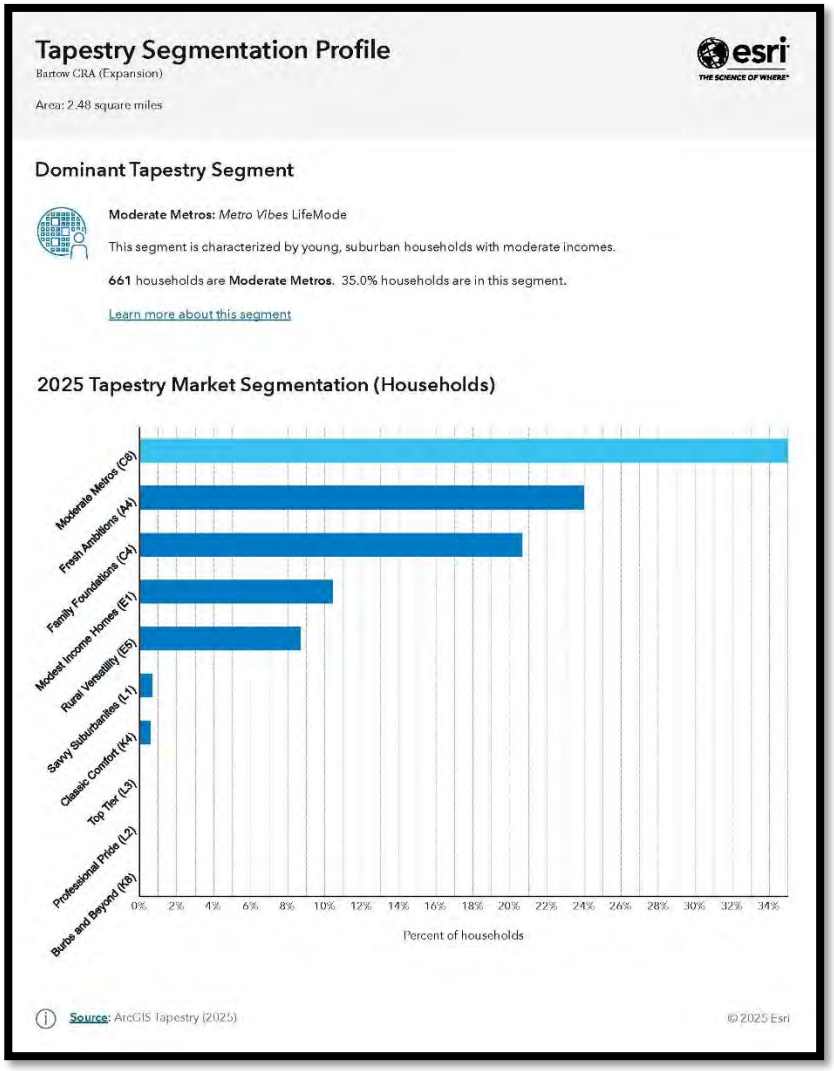
Appendix D: Tapestry Segmentation



Tapestry Segmentation Profile | Expansion | Area: 2.48 square miles

Tapestry LifeMode Groups	2025 Households			2025 Adult Population		
	Number	Percent	Index	Number	Percent	Index
Total:	1,889	100.0%		3,549	100.0%	
A. Urban Threads	**453**	**24.0%**	**529**	**833**	**23.5%**	**580**
Independent Cityscapes (A1)	0	0.0%	0	0	0.0%	0
City Commons (A2)	0	0.0%	0	0	0.0%	0
Social Security Set (A3)	0	0.0%	0	0	0.0%	0
Fresh Ambitions (A4)	453	24.0%	3,352	833	23.5%	3,210
Welcome Waves (A5)	0	0.0%	0	0	0.0%	0
Young and Restless (A6)	0	0.0%	0	0	0.0%	0
B. Books and Boots	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Dorms to Diplomas (B1)	0	0.0%	0	0	0.0%	0
College Towns (B2)	0	0.0%	0	0	0.0%	0
Military Proximity (B3)	0	0.0%	0	0	0.0%	0
C. Metro Vibes	**1,051**	**55.6%**	**635**	**1,907**	**53.7%**	**663**
Single Thrifties (C1)	0	0.0%	0	0	0.0%	0
Kids and Kin (C2)	0	0.0%	0	0	0.0%	0
Metro Fusion (C3)	0	0.0%	0	0	0.0%	0
Family Foundations (C4)	390	20.6%	1,886	774	21.8%	2,031
Diverse Horizons (C5)	0	0.0%	0	0	0.0%	0
Moderate Metros (C6)	661	35.0%	1,532	1,133	31.9%	1,525
D. Tech Trailblazers	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Emerging Hub (D1)	0	0.0%	0	0	0.0%	0
Trendsetters (D2)	0	0.0%	0	0	0.0%	0
Modern Minds (D3)	0	0.0%	0	0	0.0%	0
Metro Renters (D4)	0	0.0%	0	0	0.0%	0
Laptops and Lattes (D5)	0	0.0%	0	0	0.0%	0

Source: ArcGIS Tapestry (2025)

©2025 Esri

Tapestry Segmentation Profile | Expansion | Area: 2.48 square miles

Tapestry LifeMode Groups	2025 Households			2025 Adult Population		
	Number	Percent	Index	Number	Percent	Index
Total:	1,889	100.0%		3,549	100.0%	
E. Community Connections	**361**	**19.1%**	**259**	**748**	**21.1%**	**284**
Modest Income Homes (E1)	197	10.4%	809	447	12.6%	1,060
Southwestern Families (E2)	0	0.0%	0	0	0.0%	0
Hometown Charm (E3)	0	0.0%	0	0	0.0%	0
Mobile Meadows (E4)	0	0.0%	0	0	0.0%	0
Rural Versatility (E5)	164	8.7%	552	301	8.5%	555
Family Bonds (E6)	0	0.0%	0	0	0.0%	0
F. Urban Harmony	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
High Rise Renters (F1)	0	0.0%	0	0	0.0%	0
Family Extensions (F2)	0	0.0%	0	0	0.0%	0
Downtown Melting Pot (F3)	0	0.0%	0	0	0.0%	0
City Strivers (F4)	0	0.0%	0	0	0.0%	0
Uptown Lights (F5)	0	0.0%	0	0	0.0%	0
G. Family Fabric	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Shared Roots (G1)	0	0.0%	0	0	0.0%	0
Up and Coming Families (G2)	0	0.0%	0	0	0.0%	0
Generational Ties (G3)	0	0.0%	0	0	0.0%	0
H. Family Prosperity	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Flourishing Families (H1)	0	0.0%	0	0	0.0%	0
Boomburbs (H2)	0	0.0%	0	0	0.0%	0
Neighborhood Spirit (H3)	0	0.0%	0	0	0.0%	0
Urban Chic (H4)	0	0.0%	0	0	0.0%	0

Source: ArcGIS Tapestry (2025)

©2025 Esri

Tapestry Segmentation Profile | Expansion | Area: 2.48 square miles

Tapestry LifeMode Groups	2025 Households			2025 Adult Population		
	Number	Percent	Index	Number	Percent	Index
Total:	1,889	100.0%		3,549	100.0%	
I. Countryscapes	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Small Town Sincerity (I1)	0	0.0%	0	0	0.0%	0
Scenic Byways (I2)	0	0.0%	0	0	0.0%	0
Heartland Communities (I3)	0	0.0%	0	0	0.0%	0
Rooted Rural (I4)	0	0.0%	0	0	0.0%	0
Rural Resort Dwellers (I5)	0	0.0%	0	0	0.0%	0
Southern Satellites (I6)	0	0.0%	0	0	0.0%	0
Country Charm (I7)	0	0.0%	0	0	0.0%	0
J. Mature Reflections	**0**	**0.0%**	**0**	**0**	**0.0%**	**0**
Senior Escapes (J1)	0	0.0%	0	0	0.0%	0
The Elders (J2)	0	0.0%	0	0	0.0%	0
Retirement Communities (J3)	0	0.0%	0	0	0.0%	0
Silver and Gold (J4)	0	0.0%	0	0	0.0%	0
K. Suburban Shine	**11**	**0.6%**	**3**	**39**	**1.1%**	**5**
Legacy Hills (K1)	0	0.0%	0	0	0.0%	0
Middle Ground (K2)	0	0.0%	0	0	0.0%	0
Loyal Locals (K3)	0	0.0%	0	0	0.0%	0
Classic Comfort (K4)	11	0.6%	20	39	1.1%	38
Dreambelt (K5)	0	0.0%	0	0	0.0%	0
City Greens (K6)	0	0.0%	0	0	0.0%	0
Room to Roam (K7)	0	0.0%	0	0	0.0%	0
Burbs and Beyond (K8)	0	0.0%	0	0	0.0%	0
L. Premier Estates	**13**	**0.7%**	**7**	**22**	**0.6%**	**6**
Savvy Suburbanites (L1)	13	0.7%	15	22	0.6%	13
Professional Pride (L2)	0	0.0%	0	0	0.0%	0
Top Tier (L3)	0	0.0%	0	0	0.0%	0
Unclassified	0	0.0%	0	0	0.0%	0

ⓘ **Source:** ArcGIS Tapestry (2025)

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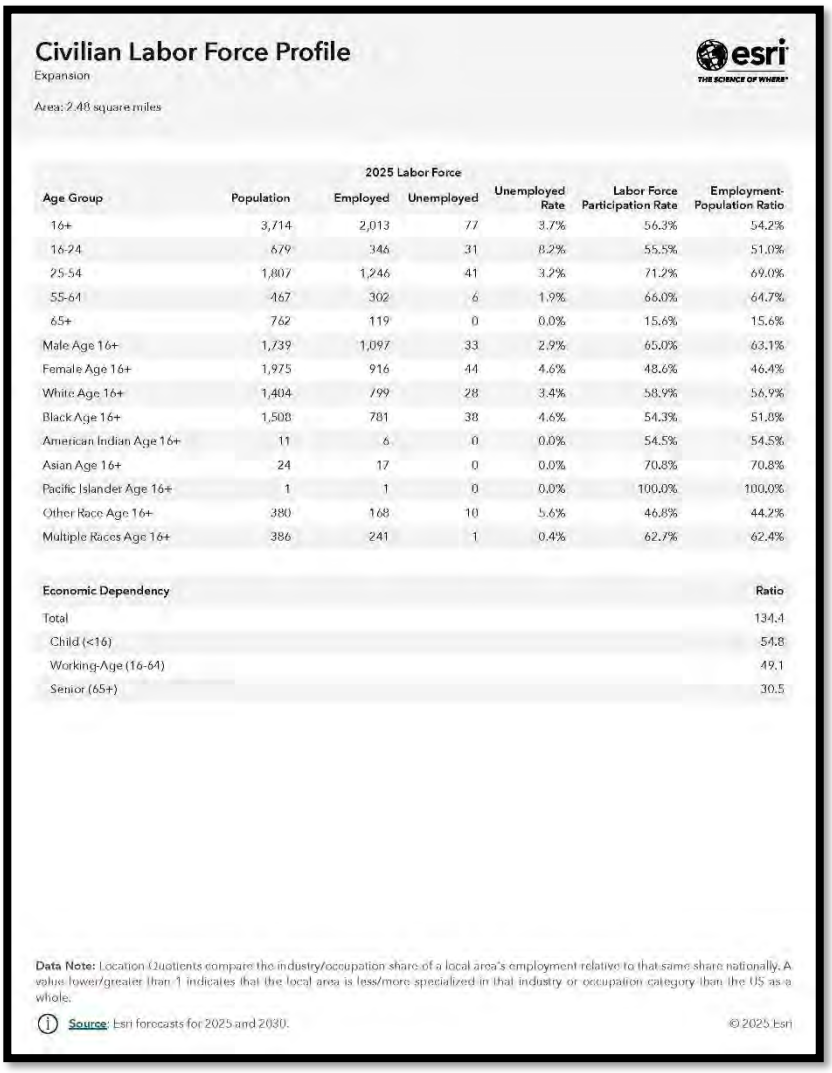
Appendix E: Civilian Labor Force



Civilian Labor Force Profile

Expansion

Area: 2.48 square miles

Age Group	Population	2025 Labor Force		Unemployed Rate	Labor Force Participation Rate	Employment-Population Ratio
		Employed	Unemployed			
16+	3,714	2,013	77	3.7%	56.3%	54.2%
16-24	679	346	31	8.2%	55.5%	51.0%
25-54	1,807	1,246	41	3.2%	71.2%	69.0%
55-64	467	302	6	1.9%	66.0%	64.7%
65+	762	119	0	0.0%	15.6%	15.6%
Male Age 16+	1,739	1,097	33	2.9%	65.0%	63.1%
Female Age 16+	1,975	916	44	4.6%	48.6%	46.4%
White Age 16+	1,404	799	28	3.4%	58.9%	56.9%
Black Age 16+	1,508	781	38	4.6%	54.3%	51.8%
American Indian Age 16+	11	6	0	0.0%	54.5%	54.5%
Asian Age 16+	24	17	0	0.0%	70.8%	70.8%
Pacific Islander Age 16+	1	1	0	0.0%	100.0%	100.0%
Other Race Age 16+	380	168	10	5.6%	46.8%	44.2%
Multiple Races Age 16+	386	241	1	0.4%	62.7%	62.4%

Economic Dependency	Ratio
Total	134.4
Child (<16)	54.8
Working-Age (16-64)	49.1
Senior (65+)	30.5

Data Note: Location Quotients compare the industry/occupation share of a local area's employment relative to that same share nationally. A value lower/greater than 1 indicates that the local area is less/more specialized in that industry or occupation category than the US as a whole.

Source: Esri forecasts for 2025 and 2030.

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Civilian Labor Force Profile Expansion | Area: 2.48 square miles

Industry	Employed	Percent	US Percent	Location Quotient
Total	2,013	100.0%	100.0%	
Agriculture/Forestry/Fishing	59	2.9%	1.1%	2.72
Mining/Quarrying/Oil & Gas	1	0.1%	0.3%	0.15
Construction	124	6.2%	6.9%	0.88
Manufacturing	166	8.3%	9.6%	0.86
Wholesale Trade	56	2.8%	1.9%	1.43
Retail Trade	255	12.7%	10.4%	1.22
Transportation/Warehousing	153	7.6%	5.0%	1.53
Utilities	1	0.1%	0.9%	0.06
Information	0	0.0%	1.8%	0.00
Finance/Insurance	95	4.7%	4.9%	0.97
Real Estate/Rental/Leasing	4	0.2%	1.7%	0.12
Professional/Scientific/Tech	36	1.8%	8.4%	0.21
Management of Companies	0	0.0%	0.2%	0.00
Admin/Support/Waste Management	140	7.0%	4.5%	1.53
Educational Services	137	6.8%	9.4%	0.73
Health Care/Social Assistance	348	17.3%	14.5%	1.19
Arts/Entertainment/Recreation	15	0.8%	2.2%	0.34
Accommodation/Food Services	168	8.3%	6.6%	1.26
Other Services (Excluding Public)	122	6.1%	4.7%	1.29
Public Administration	132	6.6%	5.0%	1.30

Data Note: Location Quotients compare the industry/occupation share of a local area's employment relative to that same share nationally. A value lower/greater than 1 indicates that the local area is less/more specialized in that industry or occupation category than the US as a whole.

Source: Esri forecasts for 2025 and 2030.

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Civilian Labor Force Profile Expansion | Area: 2.48 square miles

Occupation	Employed	Percent	US Percent	Location Quotient
Total	2,013	100.0%	100.0%	
White Collar	916	45.5%	62.5%	0.73
Management	83	4.1%	11.8%	0.35
Business/Financial	65	3.2%	6.4%	0.50
Computer/Mathematical	14	0.7%	4.0%	0.17
Architecture/Engineering	2	0.1%	2.3%	0.04
Life/Physical/Social Sciences	3	0.1%	1.3%	0.12
Community/Social Service	36	1.8%	1.8%	0.99
Legal	1	0.1%	1.7%	0.04
Education/Training/Library	152	7.5%	6.3%	1.19
Arts/Design/Entertainment	25	1.2%	2.1%	0.58
Healthcare Practitioner	134	6.7%	6.7%	1.00
Sales and Sales Related	187	9.3%	8.4%	1.11
Office/Administrative Support	214	10.6%	10.1%	1.06
Blue Collar	664	33.0%	21.0%	1.57
Farming/Fishing/Forestry	55	2.7%	0.5%	5.67
Construction/Extraction	152	7.5%	4.9%	1.54
Installation/Maintenance/Repair	120	6.0%	2.9%	2.04
Production	141	7.0%	5.0%	1.40
Transportation/Material Moving	196	9.7%	7.7%	1.27
Services	433	21.5%	16.5%	1.30
Healthcare Support	99	4.9%	3.5%	1.39
Protective Service	46	2.3%	2.1%	1.10
Food Preparation/Serving	117	5.8%	5.1%	1.14
Building Maintenance	65	3.2%	3.4%	0.96
Personal Care/Service	106	5.3%	2.4%	2.17

Data Note: Location Quotients compare the industry/occupation share of a local area's employment relative to that same share nationally. A value lower/greater than 1 indicates that the local area is less/more specialized in that industry or occupation category than the US as a whole.

Source: Esri forecasts for 2025 and 2030.

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Appendix F: CRA Vacant Parcel Listing

PARCELID	NAME	MAILTO	ADDR_1	ADDR_3	CITY	STATE	ZIP	DORDESC
252931000000011020	J K STUART PROPERTIES LLC		PO BOX 870	BARTOW FL 33831-0870	BARTOW	FL	33831-0870	COM
253006386000002010	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
253006393000000250	POLK COUNTY		PO BOX 988	BARTOW FL 33831-0988	BARTOW	FL	33831-0988	GOV/EX
253009000000033440	BROWN OTTO ET AL		1315 E BAY ST	BARTOW FL 33830-5826	BARTOW	FL	33830-5826	RES
253008409000004051	SOUTHEAST CHRISTIAN ASSEMBLIES OF GOD		1400 E GEORGIA ST	BARTOW FL 33830-6540	BARTOW	FL	33830-6540	INST/EX
253008409000004021	SOUTHEAST CHRISTIAN ASSEMBLIES OF GOD		1400 E GEORGIA ST	BARTOW FL 33830-6540	BARTOW	FL	33830-6540	INST/EX
253008000000021030	SOUTHEAST CHRISTIAN ASSEMBLIES OF GOD		1400 E GEORGIA ST	BARTOW FL 33830-6540	BARTOW	FL	33830-6540	INST/EX
253009424500002160	MURILLO MANUEL JR		4541 ASHFORD DR	WINTER HAVEN FL 33880-1148	WINTER HAVEN	FL	33880-1148	RES
253008409000004010	SOUTHEAST CHRISTIAN ASSEMBLIES OF GOD		1400 E GEORGIA ST	BARTOW FL 33830-6540	BARTOW	FL	33830-6540	INST/EX
253008000000021050	SOUTHEAST CHRISTIAN ASSEMBLIES OF GOD INC		1400 E GEORGIA ST	BARTOW FL 33830-6540	BARTOW	FL	33830-6540	INST/EX
253009424500002170	RILEY PATRICK A		810 STRINGTOWN RD	MEDINA TX 78055-3750	MEDINA	TX	78055-3750	RES
253009424500001250	LOPEZ FERNANDO		1195 S VIRGINIA AVE	BARTOW FL 33830-6613	BARTOW	FL	33830-6613	RES
253009424500002220	THOMAS ALMA J		626 SPRUCE ST	PLANT CITY FL 33563-6146	PLANT CITY	FL	33563-6146	RES
253009426810000040	BROOME MAXIE JR		1495 MAGNOLIA ST	BARTOW FL 33830-5840	BARTOW	FL	33830-5840	RES
253008406500018190	CHINAULT GREGORY L		1670 TAYLOR RD	BARTOW FL 33830-9699	BARTOW	FL	33830-9699	COM
253009426810000030	BROOME MAXIE JR		1495 MAGNOLIA ST	BARTOW FL 33830-5840	BARTOW	FL	33830-5840	RES
253009426810000021	BROOME MAXIE JR		1495 MAGNOLIA ST	BARTOW FL 33830-5840	BARTOW	FL	33830-5840	RES
253009425100001120	BONNEY WILLIAM JR		PO BOX 2122	BARTOW FL 33831-2122	BARTOW	FL	33831-2122	RES

2530094252000010010	MRC SOLUTIONS ONLINE INC		403 THICKET CREST RD	SEFFNER FL 33584-3746	SEFFNER	FL	33584-3746	COM
2530094252000010020	LEE PA JULIE I	C/O CUPID J RADFORD III	3100 W RLLNG HL CIR APT 704	DAVIE FL 33328-1929	DAVIE	FL	33328-1929	COM
2530084065000022210	WILLIAMS GERALDINE		360 E VINE ST	BARTOW FL 33830-5639	BARTOW	FL	33830-5639	IND
2530084070000005090	LOLLAR BROTHER PROPERTIES LLC		690 MANOR DR	BARTOW FL 33830-3239	BARTOW	FL	33830-3239	COM
2530084070000005062	LOLLAR BROTHER PROPERTIES LLC		690 MANOR DR	BARTOW FL 33830-3239	BARTOW	FL	33830-3239	COM
2530084070000005082	LOLLAR BROTHER PROPERTIES LLC		690 MANOR DR	BARTOW FL 33830-3239	BARTOW	FL	33830-3239	COM
2530090000000034140	GRACE REGINA M		11250 BOOKER T WASHINGTON BLVD	MIAMI FL 33176-7422	MIAMI	FL	33176-7422	RES
2530084070000005050	LOLLAR BROTHERS PROPERTIES LLC		690 MANOR DR	BARTOW FL 33830-3239	BARTOW	FL	33830-3239	RES
2530090000000034190	CLARK STEPHANIE S		1750 KEN RILEY WAY	BARTOW FL 33830-6617	BARTOW	FL	33830-6617	RES
2530090000000034030	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530090000000034150	CLARK STEPHANIE S		1750 KEN RILEY WAY	BARTOW FL 33830-6617	BARTOW	FL	33830-6617	RES
2530084070000004040	CHURCH OF GOD AT BARTOW		1460 E STUART ST	BARTOW FL 33830-5949	BARTOW	FL	33830-5949	INST/EX
2530090000000034170	BOJALAD JOHN		1780 E GIBBONS ST	BARTOW FL 33830-6617	BARTOW	FL	33830-6617	MISC
2530090000000034040	WARNER JUANITA O		PO BOX 1614	BARTOW FL 33831-1614	BARTOW	FL	33831-1614	RES
2530094240000006010	BENTLEY JOYCE E		PO BOX 923	BARTOW FL 33831-0923	BARTOW	FL	33831-0923	RES
2530094240000007072	VICKERS CARRIE L JONES		2816 NW 54TH AVE	GAINESVILLE FL 32653-1878	GAINESVILLE	FL	32653-1878	RES
2530094240000007071	QUALITY MANAGEMENT CORPORATION OF FLORIDA		6729 HATCHER RD	LAKELAND FL 33811-2273	LAKELAND	FL	33811-2273	RES
2530084070000008012	GLOBAL SIGNAL ACQUISITIONS IV LLC		4017 WASHINGTON RD	MCMURRAY PA 15317-2510	MCMURRAY	PA	15317-2510	COM
2530094240000003110	YOUNG MAJORIE HARRIS		2806 SPAIN DR	ATLANTA GA 30344-3946	ATLANTA	GA	30344-3946	RES
2530094240000003130	VASQUEZ LEONARDO		2911 SYCAMORE CT APT 201	TAMPA FL 33613-5908	TAMPA	FL	33613-5908	RES
2530094240000003140	CARROLL LOTTIE	C/O WILLIAM T BONNEY	1125 GOLFVIEW AVE	BARTOW FL 33830-6726	BARTOW	FL	33830-6726	RES

25300942400000 3150	BARNES EDDIE MAE		344 CENTRAL PARK AVE APT B7	SCARSDALE NY 10583-1339	SCARSDALE	NY	10583-1339	RES
25300942400000 4110	KHARRAN DEONARINE		635 CHICAGO WAY	DUNDEE FL 33838-4603	DUNDEE	FL	33838-4603	RES
25300942400000 4120	WILBORN DOROTHY JEAN		1750 KINGSMILL DR	BARTOW FL 33830-6560	BARTOW	FL	33830-6560	RES
25300900000003 4010	WILLIAMS HARRY R		PO BOX 1092	BARTOW FL 33831-1092	BARTOW	FL	33831-1092	RES
25300942410000 2031	POLK COUNTY		PO BOX 988	BARTOW FL 33831-0988	BARTOW	FL	33831-0988	GOV/EX
25300942400000 3030	QUALITY MANAGEMENT CORPORATION OF FLORIDA		6729 HATCHER RD	LAKELAND FL 33811-2273	LAKELAND	FL	33811-2273	RES
25300942400000 3090	ARMSTRONG GRAHAM JR		1850 MARSHALL ST	BARTOW FL 33830-6048	BARTOW	FL	33830-6048	RES
25300942400000 3100	WEARING HATTIE	C/O CAROLYN MCLIN	1350 MARTIN LUTHER KING JR BLVD	BARTOW FL 33830-5849	BARTOW	FL	33830-5849	RES
25300942410000 2060	HILL JAMES THOMAS		905 OAKLAWN DR	BARTOW FL 33830-6105	BARTOW	FL	33830-6105	RES
25300841050000 4090	AGRAWAL USHMA		1467 SILVER LEAF DR	LAKELAND FL 33813-2969	LAKELAND	FL	33813-2969	COM
25300841050000 4080	AGRAWAL USHMA		1467 SILVER LEAF DR	LAKELAND FL 33813-2969	LAKELAND	FL	33813-2969	COM
25300841050000 4060	CARROLL ADDIE	C/O WILLIAM BONNY	PO BOX 2122	BARTOW FL 33831-2122	BARTOW	FL	33831-2122	RES
25300841050000 4050	BLACKSHIRE HOLDINGS GROUP LLC		PO BOX 1552	BARTOW FL 33831-1552	BARTOW	FL	33831-1552	RES
25300841050000 4030	SANDERS TIMOTHY O		1890 HAMILTON ST	BARTOW FL 33830	BARTOW	FL	33830	RES
25300841050000 1090	AGRAWAL USHMA		1467 SILVER LEAF DR	LAKELAND FL 33813-2969	LAKELAND	FL	33813-2969	COM
25300841050000 1080	AGRAWAL USHMA		1467 SILVER LEAF DR	LAKELAND FL 33813-2969	LAKELAND	FL	33813-2969	COM
25300841050000 1060	BONNEY ANNIE M	C/O WILLIAM BONNEY	PO BOX 2122	BARTOW FL 33831-2122	BARTOW	FL	33831-2122	RES
25300841050000 1050	WILLIAMS ROJAZA LEANDRE		1545 E BAY ST	BARTOW FL 33830-6061	BARTOW	FL	33830-6061	RES
25300841050000 1010	WOODRUFF LULA MAE ESTATE OF		1590 MAGNOLIA ST	BARTOW FL 33830-6034	BARTOW	FL	33830-6034	RES
25300942400000 1041	CARTER WILLIAM T		1008 SE 2ND ST	MULBERRY FL 33860-3151	MULBERRY	FL	33860-3151	RES
25300942400000 2040	BLACKSHIRE HOLDINGS GROUP LLC		PO BOX 1552	BARTOW FL 33831-1552	BARTOW	FL	33831-1552	RES

2530090000000320040	BARTOW CITY OF PARK/HAMILTON & OAKLAWN	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530084145000840820	ALMAR PROPERTIES LLC		5401 S KIRKMAN RD STE 135	ORLANDO FL 32819-7947	ORLANDO	FL	32819-7947	RES
2530084145000640710	ST JAMES AME CHURCH OF BARTOW INC		795 N 4TH AVE	BARTOW FL 33830	BARTOW	FL	33830	RES
2530084145000540710	MACON ARTHUR W SR EST	C/O WANDA F MACON	830 N LINCOLN AVE	LAKELAND FL 33815-1321	LAKELAND	FL	33815-1321	RES
2530084145000440800	RKS PROPERTIES LLC		381 SARGO RD	ATLANTIC BEACH FL 32233-3813	ATLANTIC BEACH	FL	32233-3813	RES
2530094265000040200	GREEN BERNICE J		855 GOLFVIEW AVE	BARTOW FL 33830-6149	BARTOW	FL	33830-6149	RES
2530094265000040300	GREEN ERNEST III	C/O VIVIAN GREEN	242 ECHO CIR	FORT WALTON BEACH FL 32548-6315	FORT WALTON BEACH	FL	32548-6315	RES
2530094265000040400	SWEET ANDRE		6035 SUNSET VISTA DR	LAKELAND FL 33812-4441	LAKELAND	FL	33812-4441	RES
2530094265000041100	YOUNG CARVER R		1050 E TEE CIR	BARTOW FL 33830-6133	BARTOW	FL	33830-6133	RES
2530094265000030400	SANDERS HENRY L		6310 NW 89TH AVE	TAMARAC FL 33321-3610	TAMARAC	FL	33321-3610	RES
2530094265000030600	ALI KHARI AHKIYAH TRUST		925 TANGELO CIR	BARTOW FL 33830-3552	BARTOW	FL	33830-3552	RES
2530094265000030800	TRINIDAD ORLANDO		1124 IRANISTAN AVE	BRIDGEPORT CT 06605-1121	BRIDGEPORT	CT	06605-1121	RES
2530094265000030900	MANNING NAKISHIA		213 TERRANOVA BLVD	WINTER HAVEN FL 33884-3423	WINTER HAVEN	FL	33884-3423	RES
2530094265000031200	REESE BETTIE		2270 E GIBBONS ST	BARTOW FL 33830-6719	BARTOW	FL	33830-6719	RES
2530084145000340600	SWEET DWAINE		1915 RIBAULT SCENIC DR	JACKSONVILLE FL 32208-5907	JACKSONVILLE	FL	32208-5907	RES
2530084145000240600	A&A HOMEVESTORS LLC		2317 EF GRIFFIN RD	BARTOW FL 33830-8402	BARTOW	FL	33830-8402	RES
2530084145000140300	HAMILTON JOHN MARSHALL		11820 HOMEWOOD RD	ELLICOTT CITY MD 21042-1512	ELLICOTT CITY	MD	21042-1512	RES
2530084145000840500	BROWN KRISTIN R		880 S LB BROWN AVE	BARTOW FL 33830-5706	BARTOW	FL	33830-5706	RES
2530084145000740510	AKBAR MUNAWAR		13139 GREENPOINTE DR	ORLANDO FL 32824-6284	ORLANDO	FL	32824-6284	RES
2530084145000440500	KING CHARLES E JR		1227 N PEACHTREE PKWY PMB 128	PEACHTREE CITY GA 30269-1743	PEACHTREE CITY	GA	30269-1743	RES
2530094268000021100	CROSBY GARRY G		2175 MAGNOLIA ST	BARTOW FL 33830-6128	BARTOW	FL	33830-6128	RES

25300942680000 2130	CROSBY GARRY G		2175 MAGNOLIA ST	BARTOW FL 33830-6128	BARTOW	FL	3383 0-6128	RES
25300942680000 2140	WILLIAMS HARRY R		PO BOX 1092	BARTOW FL 33831-1092	BARTOW	FL	3383 1-1092	RES
25300942680000 2160	WILLIAMS HARRY R		PO BOX 1092	BARTOW FL 33831-1092	BARTOW	FL	3383 1-1092	RES
25300841450004 4060	LONGWORTH LEO E		1395 MAGNOLIA ST	BARTOW FL 33830-5838	BARTOW	FL	3383 0-5838	RES
25300841500000 7012	RICHARDSON CHARLES T		2308 PALMA SOLA BLVD	BRADENTO N FL 34209-5223	BRADENTO N	FL	3420 9-5223	IND
25300841450003 4021	VAZQUEZ RAMON		2400 TIMOTHY LN	KISSIMMEE FL 34743-3660	KISSIMMEE	FL	3474 3-3660	RES
25300841450006 4012	BEARRENTINE JANET ESTATE OF		1329 MOUNT PISGAH RD	FORT MEADE FL 33841-9772	FORT MEADE	FL	3384 1-9772	RES
25300942650000 2100	GAYLE RENFORD		845 POLK ST	BARTOW FL 33830-3603	BARTOW	FL	3383 0-3603	RES
25300942650000 2050	NOBA VENTURES OF FLORIDA LLC		2812 LA CIMA RD	CORONA CA 92879-5864	CORONA	CA	9287 9-5864	RES
25300942680000 2030	WILLIAMS HARRY R		PO BOX 1092	BARTOW FL 33831-1092	BARTOW	FL	3383 1-1092	RES
25300942680000 2020	DANIELS GENETTE BELL ESTATE OF		2145 MARTIN LUTHER KING JR BLVD	BARTOW FL 33830-5345	BARTOW	FL	3383 0-5345	RES
25300942680000 2010	JONES SHEILA DANIELS		2145 MARTIN LUTHER KING JR BLVD	BARTOW FL 33830-5345	BARTOW	FL	3383 0-5345	RES
25300942650000 1061	WILLIAMS LEOLA ESTATE OF		2320 AVENUE C SW	WINTER HAVEN FL 33880-2535	WINTER HAVEN	FL	3388 0-2535	RES
25300942650000 1050	REESE JEROME KENT JR		1410 MAGNOLIA ST	BARTOW FL 33830-5839	BARTOW	FL	3383 0-5839	RES
25300942650000 1020	ELLIOT CLAIRE		12520 COUNTRYSID E TER	COOPER CITY FL 33330-2729	COOPER CITY	FL	3333 0-2729	RES
25300942650000 1010	ELLIOTT CLAIRE D REVOCABLE TRUST		12520 COUNTRYSID E TER	COOPER CITY FL 33330-2729	COOPER CITY	FL	3333 0-2729	RES
25300942420000 2180	LOWERY MELANIE M		2211 VELVET WAY	LAKELAND FL 33811-4007	LAKELAND	FL	3381 1-4007	RES
25300942420000 2120	AUSTIN JAMES P		1050 W TEE CIR	BARTOW FL 33830-6139	BARTOW	FL	3383 0-6139	RES
25300841750000 0020	BARTOW CITY OF	ATTN:CITY AUDITOR/CL ERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	3383 1-1069	GOV/E X
25300841750000 0010	BARTOW CITY OF	ATTN:CITY AUDITOR/CL ERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	3383 1-1069	GOV/E X
25300841450008 3072	COLLINS GLENETHEL F		1025 E TEE CIR	BARTOW FL 33830-6134	BARTOW	FL	3383 0-6134	RES

2530084145000633072	AFRICAN METHODIST EPISCH OF THE U S	TRUSTEES	PO BOX 572	BARTOW FL 33831-0572	BARTOW	FL	33831-0572	INST/EX
2530084145000633071	RICH JORDAN RAY		15898 HWY 27 LOT 114	LAKE WALES FL 33859-2567	LAKE WALES	FL	33859-2567	RES
2530084145000533070	POWELL FRANK C ESTATE OF		6267 ASHLEY DR	LAKELAND FL 33813-4467	LAKELAND	FL	33813-4467	RES
2530084145000533080	WILSON LOUISE ESTATE OF	C/O MS DALE NAIRN	100 ERSKINE PL APT 19F	BRONX NY 10475-5738	BRONX	NY	10475-5738	RES
2530084145000433070	JOHNSON BENJAMIN		6640 LEMON TREE DR	LAKELAND FL 33813-4410	LAKELAND	FL	33813-4410	RES
2530090000000333480	LAND OF LAND INC		PO BOX 66	SWEDESBORO NJ 08085-0066	SWEDESBORO	NJ	08085-0066	RES
2530090000000333490	CSX TRANSPORTATION INC		500 WATER ST	JACKSONVILLE FL 32202-4445	JACKSONVILLE	FL	32202-4445	IND
2530090000000333470	BIGGS BRADFORD RUSSELL		1095 KING ST	BARTOW FL 33830-3539	BARTOW	FL	33830-3539	RES
2530094242000020070	BIGGS BRADFORD RUSSELL SR		1095 KING ST	BARTOW FL 33830-3539	BARTOW	FL	33830-3539	RES
2530094242000020110	STEPHENS ASTRA		5538 TERRACE CT APT 4	TEMPLE TERRACE FL 33617-5438	TEMPLE TERRACE	FL	33617-5438	RES
2530084145000233060	WOODRUFF LULA MAE ESTATE OF		1590 MAGNOLIA ST	BARTOW FL 33830-6034	BARTOW	FL	33830-6034	RES
2530084145000733050	ST JAMES A M E CHURCH		PO BOX 572	BARTOW FL 33831-0572	BARTOW	FL	33831-0572	INST/EX
2530084145000733060	BARNES EDDIE MAE		344 CENTRAL PARK AVE APT B7	SCARSDALE NY 10583-1339	SCARSDALE	NY	10583-1339	RES
2530084145000633050	ST JAMES A M E CHURCH OF BARTOW INC		PO BOX 572	BARTOW FL 33831-0572	BARTOW	FL	33831-0572	INST/EX
2530094260000004031	AMOS HAZEL B		535 BOHANNON BLVD	ORLANDO FL 32824-5904	ORLANDO	FL	32824-5904	RES
2530094260000005040	GROW PROPERTIES REAL ESTATE GROUP CORP		100 KINGS POINT DR APT 418	NORTH MIAMI BEACH FL 33160-4782	NORTH MIAMI BEACH	FL	33160-4782	RES
2530094260000005030	MCGHEE JOE L		2085 MACON ST	BARTOW FL 33830-5331	BARTOW	FL	33830-5331	RES
2530094268000001120	BROWN EDDIE LEE SR		880 TEE AVE	BARTOW FL 33830-5352	BARTOW	FL	33830-5352	RES
2530090000000333720	CRUMP JEREME		13629 HIDDEN FOREST CIR	ORLANDO FL 32828-6814	ORLANDO	FL	32828-6814	RES
2530084145000733041	BARNES EDDIE MAE		344 CENTRAL PARK AVE APT B7	SCARSDALE NY 10583-1339	SCARSDALE	NY	10583-1339	COM
2530084145000433041	HULBERT HOMES INC		PO BOX 6254	LAKELAND FL 33807-6254	LAKELAND	FL	33807-6254	RES

2530084145000223020	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530084145000223012	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530084145000223013	J & S PROPERTY RESOLUTION SPECIALIST LLC		350 ECHO PINES WAY	LAKELAND FL 33813-4509	LAKELAND	FL	33813-4509	RES
2530084145000113012	JACKSON HARVEY JR ESTATE OF	C/O EDITH J NELSON	975 W TEE CIR	BARTOW FL 33830-6138	BARTOW	FL	33830-6138	RES
2530084145000113021	JACKSON HARVEY JR	C/O EDITH J NELSON	975 W TEE CIR	BARTOW FL 33830-6138	BARTOW	FL	33830-6138	RES
2530084145000883010	POWELL FRANK C ESTATE OF		6267 ASHLEY DR	LAKELAND FL 33813-4467	LAKELAND	FL	33813-4467	COM
2530084145000773012	QUALITY MANAGEMENT CORPORATION OF FLORIDA		6729 HATCHER RD	LAKELAND FL 33811-2273	LAKELAND	FL	33811-2273	COM
2530084145000663010	POWELL FRANK C		6267 ASHLEY DR	LAKELAND FL 33813-4467	LAKELAND	FL	33813-4467	COM
2530084145000443011	ROBYN YANT LLC		1044 SEMINOLE DR	TALLAHASSEE FL 32301-5700	TALLAHASSEE	FL	32301-5700	COM
2530090000000333430	LOPEZ SANTIAGO MARTINEZ		CALLE 51	COLUMBIA				RES
2530090000000333410	MILLER DAVID A		1114 WALNUT ST	HAMILTON OH 45011-3745	HAMILTON	OH	45011-3745	RES
2530094260000023012	YOUNG MARJORIE H		2806 SPAIN DR	ATLANTA GA 30344-3946	ATLANTA	GA	30344-3946	RES
2530094260000022010	BARTOW CITY OF		450 N WILSON AVE	BARTOW FL 33830-3954	BARTOW	FL	33830-3954	GOV/EX
2530094260000021040	JONES MONIQUE J		2145 MARTIN LUTHER KING JR BLVD	BARTOW FL 33830-5345	BARTOW	FL	33830-5345	RES
2530094260000021030	DANIELS GENETTE ESTATE OF		2145 MARTIN LUTHER KING JR BLVD	BARTOW FL 33830-5345	BARTOW	FL	33830-5345	RES
2530090000000333200	MOBLEY ORPHA SELENA		804 EDWARDS DR	FRANKLIN TN 37064-2011	FRANKLIN	TN	37064-2011	RES
2530084145000662072	BRIGHTEST MINDS ACADEMY LLC	C/O GERALDINE WILLIAMS	360 E VINE ST	BARTOW FL 33830-5639	BARTOW	FL	33830-5639	COM
2530090000000331150	MCCARTER TONJA DENEEN		3821 E RIVERHILLS DR APT A	TAMPA FL 33604	TAMPA	FL	33604	RES
2530084145000222080	BARTOW COMMUNITY REDEVELOPMENT AGENCY		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530084145000522082	VRP PROPERTY GROUP CORP		1317 EDGEWATER DR	ORLANDO FL 32804-6350	ORLANDO	FL	32804-6350	COM
2530090000000333102	BENNETT GREGORY W		65 MAGNOLIA ST	ROCHESTER NY 14608-2932	ROCHESTER	NY	14608-2932	RES

25300841450002 2052	DIXON ELMER ESTATE OF		2907 N 91 MINE RD	BARTOW FL 33830-8992	BARTOW	FL	33830-8992	COM
25300841450002 2060	BARTOW COMMUNITY REDEVELOPMENT AGENCY		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
25300841450005 2060	RAMOS CARLA MIGUELINA CASTRO		7139 OAKLAND ST	PHILADELPHIA PA 19149-1212	PHILADELPHIA	PA	19149-1212	RES
25300841450004 2061	SILAS IRMA R ET AL		2821 SHAMROCK S	TALLAHASSEE FL 32309-3207	TALLAHASSEE	FL	32309-3207	COM
25300900000003 3760	WHITE JEFFREY		1810 E GEORGIA ST	BARTOW FL 33830-6705	BARTOW	FL	33830-6705	RES
25300841500000 6022	EVOLVE PROFESSIONAL HOLDINGS LLC		PO BOX 2362	BARTOW FL 33831-2362	BARTOW	FL	33831-2362	COM
25300900000003 1070	BARTOW CITY OF		450 N WILSON AVE	BARTOW FL 33830-3954	BARTOW	FL	33830-3954	GOV/EX
25300900000003 3730	PARKER MARSHALL		6157 CALENDAR CT E	LAKELAND FL 33812-4362	LAKELAND	FL	33812-4362	RES
25300841450002 2041	BARTOW COMMUNITY REDEVELOPMENT AGENCY		450 N WILSON AVE	BARTOW FL 33830-3954	BARTOW	FL	33830-3954	GOV/EX
25300841450007 2040	NORTH LEE		603 N 3RD ST	HAINES CITY FL 33844-3503	HAINES CITY	FL	33844-3503	RES
25300841450008 3091	PYRAMID FASTENERS INC		620 S 1ST AVE	BARTOW FL 33830-4909	BARTOW	FL	33830-4909	IND
25300841450005 2030	MT GILBOA MISSIONARY BAPTIST CHURCH OF	BARTOW FLA INC	PO BOX 1533	BARTOW FL 33831-1533	BARTOW	FL	33831-1533	INST/EX
25300841450004 2030	BURKETT THOMAS J	ARLINGTON BAY	9271 EDENSHIRE CIR	ORLANDO FL 32836-6597	ORLANDO	FL	32836-6597	RES
25300841450004 2041	JAMES TIFFANY		1130 FAIRVIEW AVE	BARTOW FL 33830-6603	BARTOW	FL	33830-6603	RES
25300900000003 3840	LOWE FAMILY TRUST		2330 NW 11TH ST	FORT LAUDERDALE FL 33311-5747	FORT LAUDERDALE	FL	33311-5747	RES
25300841450002 2013	BARTOW COMMUNITY REDEVELOPMENT AGENCY		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
25300841450002 2012	BARTOW COMMUNITY REDEVELOPMENT AGENCY		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
25300841450002 2022	BARTOW COMMUNITY REDEVELOPMENT AGENCY		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
25300841450002 2021	BARTOW COMMUNITY REDEVELOPMENT AGENCY		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX

2530084145000820014	WILLIAMS LEOLA ESTATE OF		2320 AVENUE C SW	WINTER HAVEN FL 33880-2535	WINTER HAVEN	FL	33880-2535	RES
2530084145000820011	WILLIAMS LEOLA ESTATE OF		2320 AVENUE C SW	WINTER HAVEN FL 33880-2535	WINTER HAVEN	FL	33880-2535	RES
2530084145000720020	OVERSTREET DAPHNE C		995 LAUREL ST	BARTOW FL 33830-5119	BARTOW	FL	33830-5119	RES
2530084145000620020	WILLIAMS GERALDINE		360 E VINE ST	BARTOW FL 33830-5639	BARTOW	FL	33830-5639	RES
2530084145000420011	ROSS LEWIS		3638 GREENBRIAR DR NW	HUNTSVILLE AL 35810-2572	HUNTSVILLE	AL	35810-2572	RES
2530084145000420012	ROBERTSON ERMA RUTH		10325 CLOVER PINE DR	TAMPA FL 33647-3753	TAMPA	FL	33647-3753	RES
2530090000000333790	JONES ALLIE VAN		880 CHILDS AVE	BARTOW FL 33830-3205	BARTOW	FL	33830-3205	RES
2530084145000120011	FIFTH AVENUE CHURCH OF CHRIST		PO BOX 2184	BARTOW FL 33831-2184	BARTOW	FL	33831-2184	RES
2530090000000333080	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530084145000311070	LEVERETT YULONDA DETRESE		1724 HAGGERTY RD	PLANT CITY FL 33565-6006	PLANT CITY	FL	33565-6006	RES
2530084145000611080	MT GILBOA MISSIONARY BAPTIST	CHURCH-BARTOW	PO BOX 1533	BARTOW FL 33831-1533	BARTOW	FL	33831-1533	RES
2530084145000511080	WEARING TRENIA L		74 VIA BELLAGIO	AMERICAN CANYON CA 94503-1423	AMERICAN CANYON	CA	94503-1423	RES
2530084145000411070	BESTER JAMES		2873 BARTON PL	BARTOW FL 33830-9590	BARTOW	FL	33830-9590	RES
2530084155000000141	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530084145000411080	ROBERTSON ERMA R		10325 CLOVER PINE DR	TAMPA FL 33647-3753	TAMPA	FL	33647-3753	RES
2530084145000311050	REFUGE CHURCH OF OUR LORD JESUS CHRIST	TRS	615 S HOLLAND PKWY	BARTOW FL 33830-5313	BARTOW	FL	33830-5313	RES
2530084145000311060	MALDONADO JONATHAN I		385 MAIN ST	HOLYOKE MA 01040-5607	HOLYOKE	MA	01040-5607	COM
2530084145000211050	REFUGE CHURCH OF OUR LORD JESUS CHRIST	TRS	615 S HOLLAND PKWY	BARTOW FL 33830-5313	BARTOW	FL	33830-5313	INST/EX
2530084145000511060	YANT ROBYN P		PO BOX 464	TALLAHASSEE FL 32302-0464	TALLAHASSEE	FL	32302-0464	RES
2530090000000333530	JOHNSON MICHAEL	C/O JIMMIE JEAN JOHNSON	925 FORREST DR	BARTOW FL 33830-3274	BARTOW	FL	33830-3274	RES
2530084145000511041	YANT ROBYN P		PO BOX 464	TALLAHASSEE FL 32302-0464	TALLAHASSEE	FL	32302-0464	RES
2530084145000211031	REFUGE CHURCH OUR LORD JESUS CHRIST OF	APOSTOLIC FAITH INC	615 S HOLLAND PKWY	BARTOW FL 33830-5313	BARTOW	FL	33830-5313	COM

2530084145000021032	POLITE ALTAMAE		395 S 10TH AVE	BARTOW FL 33830-5228	BARTOW	FL	33830-5228	COM
2530084145000661040	HOWARD STEVEN D		520 S FRENCH AVE	FORT MEADE FL 33841-3432	FORT MEADE	FL	33841-3432	RES
2530084145000331010	CHURCH OF GOD THE BIBLEWAY		3707 AVENUE M NW	WINTER HAVEN FL 33881-1975	WINTER HAVEN	FL	33881-1975	COM
2530084145000221020	POLITE REGINALD T		395 S 10TH AVE	BARTOW FL 33830-5228	BARTOW	FL	33830-5228	COM
2530084145000111010	FIFTH AVENUE CHURCH OF CHRIST INC		PO BOX 2184	BARTOW FL 33831-2184	BARTOW	FL	33831-2184	RES
2530084145000811100	BMO INC		840 E LEMON ST	BARTOW FL 33830-4925	BARTOW	FL	33830-4925	COM
2530090000000333050	ROSE ROBERT N SR		3451 NW 7TH ST	LAUDERHILL FL 33311-6504	LAUDERHILL	FL	33311-6504	RES
2530090000000333040	BELL GABRIELLE REECE		101 W MAIN ST PMB 249	BARTOW FL 33830-4530	BARTOW	FL	33830-4530	RES
2530090000000333580	BROWNING JOHN A III		2110 GENEVA DR	LAKELAND FL 33805-9552	LAKELAND	FL	33805-9552	RES
2530053825000000014	BYRD RUFUS	C/O LEROY GREEN	2058 N MARKET ST	JACKSONVILLE FL 32206-3779	JACKSONVILLE	FL	32206-3779	RES
2530053825000000015	NEIGHBORHOOD IMPROVEMENT CORPORATION OF BARTOW		470 S LB BROWN AVE	BARTOW FL 33830-4917	BARTOW	FL	33830-4917	INST/EX
2530053820000000011	BARTOW CITY OF OLD LIFT STATION	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530053820000000012	EVANS JESSIE BURNETT ESTATE OF		15106 DERBYSHIRE WAY	ACCOKEEK MD 20607-2827	ACCOKEEK	MD	20607-2827	RES
2530053820000000221	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530053820000000222	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530053825000000013	NICHOLAS LAWRENCE		410 S 5TH AVE	BARTOW FL 33830-5025	BARTOW	FL	33830-5025	RES
2530053825000000011	NEIGHBORHOOD IMPROVEMENT CORPORATION OF BARTOW		470 S LB BROWN AVE	BARTOW FL 33830-4917	BARTOW	FL	33830-4917	INST/EX
2530053670000002240	DEAN BROOME CYNTHIA		112 S FERN RD	LAKELAND FL 33801-2334	LAKELAND	FL	33801-2334	RES
2530050000000222070	CHURCH OF GOD	C/O ART SANDS	490 S 6TH AVE	BARTOW FL 33830-5055	BARTOW	FL	33830-5055	INST/EX
2530053820000000020	BRADDY TAMMYE L		3312 DONDIS CREEK DR	TRIANGLE VA 22172-2088	TRIANGLE	VA	22172-2088	RES
2530053820000000032	BRADDY TAMMYE		3312 DONDIS CREEK DR	TRIANGLE VA 22172-2088	TRIANGLE	VA	22172-2088	RES

25300538400000 0040	EVERYDAY PROPERTIES LLC		1939 PRISTINE LOOP	LAKELAND FL 33811-1027	LAKELAND	FL	3381 1-1027	RES
25300538400000 0050	MONROY OCTAVIO CESAR RODRIGUEZ		4927 MELISSA LN	LAKELAND FL 33813-2027	LAKELAND	FL	3381 3-2027	RES
25300538400000 0070	ROGERS VERNA NELSON		1161 SAND MOUNTAIN RD	FORT MEADE FL 33841-3801	FORT MEADE	FL	3384 1-3801	RES
25300536700000 2230	DEAN BROOME CYNTHIA		112 S FERN RD	LAKELAND FL 33801-2334	LAKELAND	FL	3380 1-2334	RES
25300538300000 2110	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	3383 1-1069	GOV/EX
25300538300000 2120	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	3383 1-1069	GOV/EX
25300500000002 2230	CHURCH OF GOD OF BARTOW	C/O ART SANDS	490 S 6TH AVE	BARTOW FL 33830-5055	BARTOW	FL	3383 0-5055	RES
25300538400000 0090	OVERSTREET DAPHNE CATHERINE		2370 3RD ST	MULBERRY FL 33860-9408	MULBERRY	FL	3386 0-9408	RES
25300538450000 2220	CARTER SALATHIEL		2971 WARFIELD DR	BARTOW FL 33830-9506	BARTOW	FL	3383 0-9506	RES
25300538450000 2100	RENTPOLKCOUNTY.COM LLC		1830 BROKEN ARROW TRL N	LAKELAND FL 33813-4855	LAKELAND	FL	3381 3-4855	RES
25300536700000 2030	SMITH ALVIN B JR		1720 LAUREL ST	BARTOW FL 33830-5320	BARTOW	FL	3383 0-5320	RES
25300538400000 0100	ALLEN ALICE	C/O DAPHINE OVERSTREET	2890 HOWARD ST	MULBERRY FL 33860-9604	MULBERRY	FL	3386 0-9604	RES
25300538450000 2090	LUGO DOLORES		10285 US HIGHWAY 98 N	LAKELAND FL 33809-8004	LAKELAND	FL	3380 9-8004	RES
25300538450000 1090	GRACE DENNIS C		4406 PRESERVE DR APT 105	MELBOURNE FL 32934-8736	MELBOURNE	FL	3293 4-8736	RES
25300500000002 4020	NEIGHBORHOOD IMPROVEMENT CORPORATION OF BARTOW		470 S LB BROWN AVE	BARTOW FL 33830-4917	BARTOW	FL	3383 0-4917	INST/EX
25300538400000 0110	HARDY THEODORE A		1210 E BAY ST	BARTOW FL 33830-5823	BARTOW	FL	3383 0-5823	RES
25300538200000 0180	EVANS JESSIE BURNETT ESTATE OF		15106 DERBYSHIRE WAY	ACCOKEEK MD 20607-2827	ACCOKEEK	MD	2060 7-2827	RES
25300500000002 2110	REDZOVIC NAFIJE		11432 HAMMOCK OAKS CT	LITHIA FL 33547-1949	LITHIA	FL	3354 7-1949	RES
25300500000002 2030	LUSTER VONNEY		308 E CARLISLE RD	LAKELAND FL 33813-1611	LAKELAND	FL	3381 3-1611	RES
25300538450000 1200	TLC PROPERTIES INC		3760 NEW TAMPA HWY	LAKELAND FL 33815-3332	LAKELAND	FL	3381 5-3332	RES
25300538450000 1080	BARNES EDDIE MAE		344 CENTRAL PARK AVE APT B7	SCARSDALE NY 10583-1339	SCARSDALE	NY	1058 3-1339	RES

2530053670000020040	POLITE REGINALD T	395 S 10TH AVE	BARTOW FL 33830-5228	BARTOW	FL	33830-5228	RES
2530053825000000043	HAZELTON ANNA DELOIS	542 SCOTT ST	PETERSBURG VA 23805-9323	PETERSBURG	VA	23805-9323	RES
2530050000000220090	REDZOVIC NAFIJE	11432 HAMMOCK OAKS CT	LITHIA FL 33547-1949	LITHIA	FL	33547-1949	RES
2530053845000020190	ST JOHNS MISSIONARY BAPTIST CHURCH	PO BOX 2697	BARTOW FL 33831-2697	BARTOW	FL	33831-2697	INST/EX
2530053845000011190	TLC PROPERTIES INC	3760 NEW TAMPA HWY	LAKELAND FL 33815-3332	LAKELAND	FL	33815-3332	RES
2530053840000000142	MEZA MELQUIADES	1155 E DAVIDSON ST	BARTOW FL 33830-4128	BARTOW	FL	33830-4128	RES
2530053840000000141	MCKEIVER BERNARD N	1575 SAILPOINT DR	BARTOW FL 33830-9778	BARTOW	FL	33830-9778	RES
2530053845000011180	ROGERS ARCHIE JR	PO BOX 913	BARTOW FL 33831-0913	BARTOW	FL	33831-0913	RES
2530053670000020070	SACKETT AND SONS CONSTRUCTION LLC	4683 CLUBHOUSE RD	LAKELAND FL 33812-4247	LAKELAND	FL	33812-4247	RES
2530053820000000150	EVANS JESSIE BURNETT ESTATE OF	15106 DERBYSHIRE WAY	ACCOKEEK MD 20607-2827	ACCOKEEK	MD	20607-2827	RES
2530053830000001090	SAGAPO REAL ESTATE 3 LLC	8850 FINSEN ST	ORLANDO FL 32827	ORLANDO	FL	32827	RES
2530053840000000203	LEWTER JESSIE	420 S 5TH AVE	BARTOW FL 33830-5025	BARTOW	FL	33830-5025	RES
2530053845000011170	BARTOW CITY OF	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530053830000001120	KELLY HATTIE ESTATE OF	1040 E STANFORD ST	BARTOW FL 33830-5045	BARTOW	FL	33830-5045	RES
2530053845000002050	SAGAPRO PROPERTIES LLC	8850 FINSEN ST	ORLANDO FL 32827-7640	ORLANDO	FL	32827-7640	RES
2530053845000001050	VILLANVEVE MARIA GRISELDA VALLE	5600 NEW TAMPA HWY LOT 44	LAKELAND FL 33815-0913	LAKELAND	FL	33815-0913	RES
2530050000000222160	JONES TYRONE B	4909 CORFU DR	COCOA FL 32926-5027	COCOA	FL	32926-5027	RES
2530053840000000181	RUIZ CYNTHIA COLON	334 MEADOWBROOK BLVD	WINTER HAVEN FL 33881-9752	WINTER HAVEN	FL	33881-9752	RES
2530053825000000070	MCGHEE JOE LOUIS SR	2085 MACON ST	BARTOW FL 33830-5331	BARTOW	FL	33830-5331	RES
2530053845000002040	CARTER WILLETTE ENELL	1225 E GAY ST	BARTOW FL 33830-5034	BARTOW	FL	33830-5034	RES
2530053845000011160	BARTOW CITY OF	450 N WILSON AVE	BARTOW FL 33830-3954	BARTOW	FL	33830-3954	GOV/EX
2530053845000001040	NORTHERN SHERMAN L	2971 WARFIELD DR	BARTOW FL 33830-9506	BARTOW	FL	33830-9506	RES

2530050000000222150	JONES TYRONE B		4909 CORFU DR	COCOA FL 32926-5027	COCOA	FL	32926-5027	RES
2530053830000001020	LEES NEST PROPERTY MANAGEMENT LLC		PO BOX 7896	MARIETTA GA 30065	MARIETTA	GA	30065	RES
2530053820000000120	BURKETT CHAPEL PRIMITIVE BAPTIST CHURCH INC		415 S 3RD AVE	BARTOW FL 33830-5024	BARTOW	FL	33830-5024	INST/EX
2530053830000001010	MONROY OCTAVIO CESAR RODRIGUEZ		4927 MELISSA LN	LAKELAND FL 33813-2027	LAKELAND	FL	33813-2027	RES
2530053845000002150	ST JOHNS MISSIONARY BAPTIST CHURCH		PO BOX 2697	BARTOW FL 33831-2697	BARTOW	FL	33831-2697	RES
2530050000000222120	CARTER WILLETTE EUNELL		1225 E GAY ST	BARTOW FL 33830-5034	BARTOW	FL	33830-5034	RES
2530053845000002140	ST JOHNS MISSIONARY BAPTIST CHURCH		PO BOX 2697	BARTOW FL 33831-2697	BARTOW	FL	33831-2697	RES
2530053670000002140	BLACKSHIRE HOLDINGS GROUP LLC		PO BOX 1552	BARTOW FL 33831-1552	BARTOW	FL	33831-1552	RES
2530053845000001010	LEWIS JERRY KONARD		2308 AVENUE D SW	WINTER HAVEN FL 33880-2549	WINTER HAVEN	FL	33880-2549	RES
2530053670000002120	BESTER JAMES		2873 BARTON PL	BARTOW FL 33830-9590	BARTOW	FL	33830-9590	RES
2530053815000001130	BURKETT CHAPEL PRIMITIVE BAPTIST CHURCH INC		415 S 3RD AVE	BARTOW FL 33830-5024	BARTOW	FL	33830-5024	INST/EX
2530074000000100045	BARTOW CITY OF		450 N WILSON AVE	BARTOW FL 33830-3954	BARTOW	FL	33830-3954	GOV/EX
2530074000000100042	SKS INVESTMENTS LLC		325 W MAIN ST	BARTOW FL 33830-4534	BARTOW	FL	33830-4534	RES
2530074000000100043	DOUGLAS RHONDA EST		405 CITRUS HIGHLANDS DR W	BARTOW FL 33830-8852	BARTOW	FL	33830-8852	RES
2530074000000100046	DOUGLAS RHONDA D EST		405 CITRUS HIGHLANDS DR W	BARTOW FL 33830-8852	BARTOW	FL	33830-8852	RES
2530053835000000403	ROBINSON EDDIE		630 S 9TH AVE	BARTOW FL 33830-5204	BARTOW	FL	33830-5204	RES
2530053835000000402	MCCLOUD LORENZO SR ESTATE OF		2095 ML KING JR BLVD	BARTOW FL 33830-5343	BARTOW	FL	33830-5343	RES
2530053780000002390	B&G INVESTMENTS AND HOLDINGS LLC		1009 NW 53RD ST	DEERFIELD BEACH FL 33064-8604	DEERFIELD BEACH	FL	33064-8604	RES
2530053835000000360	MCKAY JOAN ET AL	C/O ERNEST R JOE	1232 N VIRGINIA AVE	LAKELAND FL 33805-4853	LAKELAND	FL	33805-4853	RES
2530053835000000371	RICHARDSON ZAID ABU		5630 PGA BLVD APT 1128	ORLANDO FL 32839-3504	ORLANDO	FL	32839-3504	RES
2530053835000000372	LINK MARIUS JOHN		6523 EAGLE RIDGE WAY	LAKELAND FL 33813-5684	LAKELAND	FL	33813-5684	RES
2530053835000000380	RICHARDSON ZAID ABU		5630 PGA BLVD APT 1128	ORLANDO FL 32839-3504	ORLANDO	FL	32839-3504	RES

2530053835000000390	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530053780000009060	ACHIEVEMENT ACADEMY INC		716 E BELLA VISTA ST	LAKELAND FL 33805-3009	LAKELAND	FL	33805-3009	INST/EX
2530053780000006080	ACHIEVEMENT ACADEMY INC		716 E BELLA VISTA ST	LAKELAND FL 33805-3009	LAKELAND	FL	33805-3009	INST/EX
2530053785000004560	ACHIEVEMENT ACADEMY INC		716 E BELLA VISTA ST	LAKELAND FL 33805-3009	LAKELAND	FL	33805-3009	INST/EX
2530053815000000810	BROWN CRYSTAL GAIL		PO BOX 2487	EAGLE LAKE FL 33839-2487	EAGLE LAKE	FL	33839-2487	RES
2530053810000000510	MORNINGSTAR MISSIONARY BAPTIST CHURCH OF	BARTOW INC	PO BOX 2451	BARTOW FL 33831-2451	BARTOW	FL	33831-2451	INST/EX
2530053810000000580	CHANCEY HERBERT EUGENE		810 COPPERLEAF LN	BARTOW FL 33830-7007	BARTOW	FL	33830-7007	COM
2530053815000000650	BIGGS BRADFORD		1095 KING ST	BARTOW FL 33830-3539	BARTOW	FL	33830-3539	COM
2530053750000222010	SKS INVESTMENTS LLC		325 W MAIN ST	BARTOW FL 33830-4534	BARTOW	FL	33830-4534	COM
2530053790000005331	ELLIS HELEN L TRUST		685 E PEARL ST	BARTOW FL 33830-5758	BARTOW	FL	33830-5758	COM
2530053835000000210	DIAMOND HOLDINGS GROUP LLC		PO BOX 547393	ORLANDO FL 32854-7393	ORLANDO	FL	32854-7393	COM
2530053835000000220	DIAMOND HOLDINGS GROUP LLC		PO BOX 547393	ORLANDO FL 32854-7393	ORLANDO	FL	32854-7393	COM
2530053835000000230	DIAMOND HOLDINGS GROUP LLC		PO BOX 547393	ORLANDO FL 32854-7393	ORLANDO	FL	32854-7393	COM
2530053835000000240	STRIVING TO MAKE A DIFFERENCE MINISTRIES	C/O ROBERT J LEE REGISTERED AGENT	608 W 14TH ST	LAKELAND FL 33805-3620	LAKELAND	FL	33805-3620	INST/EX
2530053835000000250	STRIVING TO MAKE A DIFFERENCE MINISTRIES INC		608 W 14TH ST	LAKELAND FL 33805-3620	LAKELAND	FL	33805-3620	INST/EX
2530053835000000260	MT OLIVE FREEWILL BAPTIST CHURCH		PO BOX 897	BARTOW FL 33831-0897	BARTOW	FL	33831-0897	INST/EX
2530053810000000420	MORNINGSTAR MISSIONARY BAPTIST CHURCH		1240 E GAY ST	BARTOW FL 33830-5033	BARTOW	FL	33830-5033	INST/EX
2530053745000000013	MCILRAVEY RUTH A ESTATE OF	C/O WACHOVIA	113 S TENNESSEE AVE	LAKELAND FL 33801-4613	LAKELAND	FL	33801-4613	COM
2530053685000000120	JONES RICHARD SCOTT		855 E MAIN ST	BARTOW FL 33830-4940	BARTOW	FL	33830-4940	RES
2530053685000000140	870 E GAY STREET LLC		4009 STATE ROAD 60 E	BARTOW FL 33830-8666	BARTOW	FL	33830-8666	COM
2530053685000000160	ELLIS HELEN L TRUST		685 E PEARL ST	BARTOW FL 33830-5758	BARTOW	FL	33830-5758	COM

25300537400000 0062	J R & LL MANAGEMENT LLC		3206 S HOPKINS AVE PMB 204	TITUSVILLE FL 32780-5667	TITUSVILLE	FL	3278 0-5667	COM
25300740000001 0013	SKS INVESTMENTS LLC		325 W MAIN ST	BARTOW FL 33830-4534	BARTOW	FL	3383 0-4534	COM
25300537250002 2010	SKS INVESTMENTS LLC		325 W MAIN ST	BARTOW FL 33830-4534	BARTOW	FL	3383 0-4534	COM
25300538150000 0241	CATI JOSEFINA I		1085 E MAIN ST	BARTOW FL 33830-5002	BARTOW	FL	3383 0-5002	RES
25300538100000 0251	HERCULES GREEK GOD LLC		1395 E MAIN ST	BARTOW FL 33830-5008	BARTOW	FL	3383 0-5008	RES
25300538150000 0112	TOWARD RONALD N		PO BOX 1772	BARTOW FL 33831-1772	BARTOW	FL	3383 1-1772	COM
25300639350000 1040	FISKARS ERIK S TRUST		1076 MINERS RD	SAINT JOSEPH MI 49085-9625	SAINT JOSEPH	MI	4908 5-9625	COM
25300639350000 1011	JR HOLDING GROUP LLC		6265 HAMPTON POINTE CIR	LAKELAND FL 33813-7901	LAKELAND	FL	3381 3-7901	COM
25300639400000 0020	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	3383 1-1069	GOV/EX
25300639400000 0010	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	3383 1-1069	GOV/EX
25300538150000 0100	TOWARD RONALD N		PO BOX 1772	BARTOW FL 33831-1772	BARTOW	FL	3383 1-1772	COM
25300538100000 0150	J WALTER HOMES INC		PO BOX 2655	LOGANVILLE GA 30052-1963	LOGANVILLE	GA	3005 2-1963	COM
25300538100000 0131	J WALTER HOMES INC		PO BOX 2655	LOGANVILLE GA 30052-1963	LOGANVILLE	GA	3005 2-1963	COM
25300638550000 1050	CHURCH OF CHRIST OF BARTOW		550 W MAIN ST	BARTOW FL 33830-3657	BARTOW	FL	3383 0-3657	COM
25300537250001 0032	KINCART GROUP DOWNTOWN BARTOW		1419 OAKLAWN PL	LAKELAND FL 33803-2317	LAKELAND	FL	3380 3-2317	COM
25300537250001 0040	KINCART GROUP DOWNTOWN BARTOW LLC	STUART	1419 OAKLAWN PL	LAKELAND FL 33803-2317	LAKELAND	FL	3380 3-2317	COM
25300537250001 1032	BARTOW COMMUNITY REDEVELOPMENT AGENCY		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	3383 1-1069	GOV/EX
25300537250002 0024	ESPECIALLY 4 U CATERING LLC		1120 SPRUCE RD	EAGLE LAKE FL 33839-5108	EAGLE LAKE	FL	3383 9-5108	COM
25300639400000 0110	HEBB NORA MAE TR		7514 FORRESTER LN	MANASSAS VA 20109-3031	MANASSAS	VA	2010 9-3031	COM
25300537100000 6082	WRAY ADAH JANE	C/O RHONDA WRAY JOHNSON /POA	5600 NE 60TH AVE	HIGH SPRINGS FL 32643-5842	HIGH SPRINGS	FL	3264 3-5842	COM

2530060000000023100	GABRIEL F DELGADO DPM PA		203 KERNEYWOOD ST	LAKELAND FL 33803-2947	LAKELAND	FL	33803-2947	COM
2530063940000000120	BARTOW CITY OF GARDEN CLUB/LEASED	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530050000000021170	BARTOW COMMUNITY HEALTHCARE FOUNDATION		PO BOX 877	BARTOW FL 33831-0877	BARTOW	FL	33831-0877	COM
2530053710000005020	WILLIAMS WENDELL JR		360 E VINE ST	BARTOW FL 33830-5639	BARTOW	FL	33830-5639	COM
2530050000000023390	CSX CORPORATION	TAX DEPT J910	500 WATER ST	JACKSONVILLE FL 32202-4445	JACKSONVILLE	FL	32202-4445	COM
2530050000000023400	CSX CORPORATION	TAX DEPT J910	500 WATER ST	JACKSONVILLE FL 32202-4445	JACKSONVILLE	FL	32202-4445	COM
2530053665000004200	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530053665000003210	MAIN STREET BAPTIST CHURCH OF BARTOW INC		1140 E MAIN ST	BARTOW FL 33830-5003	BARTOW	FL	33830-5003	INST/EX
2530050000000021200	BARTOW COMMUNITY HEALTHCARE FOUNDATION		PO BOX 877	BARTOW FL 33831-0877	BARTOW	FL	33831-0877	COM
2530050000000023160	BARTOW COMMUNITY HEALTHCARE FOUNDATION		PO BOX 877	BARTOW FL 33831-0877	BARTOW	FL	33831-0877	COM
2530053725000002031	OLD STUART PLACE LLC		PO BOX 426	BARTOW FL 33831-0426	BARTOW	FL	33831-0426	COM
2530053725000002022	OLD STUART PLACE LLC		PO BOX 426	BARTOW FL 33831-0426	BARTOW	FL	33831-0426	COM
2530053710000001191	COE LISA		795 E CHURCH ST	BARTOW FL 33830-4012	BARTOW	FL	33830-4012	COM
2530060000000023130	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530053665000004010	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530053665000003040	MAIN STREET BAPTIST CHURCH OF BARTOW INC		1140 E MAIN ST	BARTOW FL 33830-5003	BARTOW	FL	33830-5003	INST/EX
2530053665000003080	MAIN STREET BAPTIST CHURCH		1140 E MAIN ST	BARTOW FL 33830-5003	BARTOW	FL	33830-5003	INST/EX
2530053725000004013	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530050000000041240	EDWARD C STUART FOUNDATION INC		PO BOX 2429	BARTOW FL 33831-2429	BARTOW	FL	33831-2429	RES
2530050000000023280	BARTOW COMMUNITY REDEVELOPMENT AGENCY		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX

25300639150000 1031	SIKES MARGARET M		1510 E GEORGIA ST APT 1	BARTOW FL 33830-6653	BARTOW	FL	33830-6653	COM
25300639150000 1024	FLAN 4 MULTI LLC	C/O FLANDERS CORP TAX DEPT	531 FLANDERS FILTER RD	WASHINGTON NC 27889-7805	WASHINGTON	NC	27889-7805	IND
25300536800000 7012	ALDERMAN RICHARD A		750 E CHURCH ST	BARTOW FL 33830-4011	BARTOW	FL	33830-4011	RES
25300536800000 6021	HENRY SETH		6091B HOUGH RD	ALMONT MI 48003-9754	ALMONT	MI	48003-9754	RES
25300537150000 0051	LOLLAR BROTHERS PROPERTIES LLC		690 MANOR DR	BARTOW FL 33830-3239	BARTOW	FL	33830-3239	RES
25300500000002 3100	LAS CASAS AT CHURCH STREET LLC		2002 E 5TH AVE UNIT 108	TAMPA FL 33605-5233	TAMPA	FL	33605-5233	RES
25300639150000 2023	SANTIAGO HECTOR M		6470 WALKERS GLEN CT	LAKELAND FL 33813-5417	LAKELAND	FL	33813-5417	RES
25300538050000 3060	NOBO RALPH J JR		222 W MAIN ST	BARTOW FL 33830-4511	BARTOW	FL	33830-4511	RES
25300538050000 3090	ALBRITTON HERBERT L		22 NEEDLES DR	OCALA FL 34482-3529	OCALA	FL	34482-3529	RES
25300639150000 2025	CSX CORPORATION	ATTN: ASSESSMENTS	301 W BAY ST STE 800	JACKSONVILLE FL 32202-5150	JACKSONVILLE	FL	32202-5150	RES
25300536750000 0024	SPARKS IOLANI		475 N OAK AVE	BARTOW FL 33830-4040	BARTOW	FL	33830-4040	RES
25300500000002 3080	AVILA SAUL		PO BOX 132	DUNDEE FL 33838-0132	DUNDEE	FL	33838-0132	RES
25300536750000 0032	TRIBBLE JOHN C		460 N OAK AVE	BARTOW FL 33830-4039	BARTOW	FL	33830-4039	RES
25300500000002 3110	LAS CASAS AT CHURCH STREET LLC		2002 E 5TH AVE UNIT 108	TAMPA FL 33605-5233	TAMPA	FL	33605-5233	RES
25300639150000 2026	NOVACK THOMAS E		PO BOX 2487	EATON PARK FL 33840-2487	EATON PARK	FL	33840-2487	RES
25300537200000 0121	BEACH FERN PUTNAM	C/O JOY B PRESTRIDGE	2006 N 87TH DR	PHOENIX AZ 85037-3837	PHOENIX	AZ	85037-3837	RES
25300639200000 0070	IDEAL HOUSES LLC		PO BOX 300	LAKELAND FL 33802-0300	LAKELAND	FL	33802-0300	RES
25300639200000 0050	REHE EARLE		8459 BIG WALNUT RD	WESTERVILLE OH 43082-9467	WESTERVILLE	OH	43082-9467	RES
25300639200000 0040	IMK PRODUCTS INC		7 RYE RIDGE PLZ PMB 160	RYE BROOK NY 10573-2822	RYE BROOK	NY	10573-2822	RES
25300538050000 3030	SANDERS LARRY D SR EST		2446 SHIRAH RD	AUBURNDALE FL 33823-9524	AUBURNDALE	FL	33823-9524	RES
25300500000002 3250	PASCUAL FIDEL		146 5TH ELOISE ST	ELOISE FL 33880-5517	ELOISE	FL	33880-5517	COM

2530050000000023060	PASCUAL FIDEL		146 5TH ELOISE ST	ELOISE FL 33880-5517	ELOISE	FL	33880-5517	COM
2530050000000023120	LAS CASAS AT CHURCH STREET LLC		2002 E 5TH AVE UNIT 108	TAMPA FL 33605-5233	TAMPA	FL	33605-5233	IND
2530063900000003081	BARTOW CITY OF OAKS SCHOOL PARKING LOT	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530063900000003070	BARTOW CITY OF OAKS SCHOOL PARKING LOT	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530063925000000820	HABITAT FOR HUMANITY OF EAST POLK COUNTY INC		3550 RECKER HWY	WINTER HAVEN FL 33880-1958	WINTER HAVEN	FL	33880-1958	INST/EX
2530063925000000780	BANKS CRYSTAL NICOLE		1120 BRITTS LN UNIT 1	BARTOW FL 33830-3622	BARTOW	FL	33830-3622	RES
2530063925000000770	S A W PROPERTIES LLC		4100 SPIRIT LAKE RD STE 1	WINTER HAVEN FL 33880-5081	WINTER HAVEN	FL	33880-5081	GOV/EX
2530063925000000740	CHURCH OF GOD IN CHRIST	C/O ELDER ARCHIE HOUSE	1100 BRITTS LN	BARTOW FL 33830-3667	BARTOW	FL	33830-3667	RES
2530063900000003040	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530063860000009000	WILSON FRANKIE LEE		950 BEE AVE	BARTOW FL 33830-3519	BARTOW	FL	33830-3519	RES
2530053805000002062	BROGDON HOWARD HENDRY REVOCABLE TRUST		21700 WINDHAM RUN	ESTERO FL 33928-6214	ESTERO	FL	33928-6214	RES
2530063880000002090	JUBITANA REGILIO		19720 NW 5TH AVE	MIAMI GARDENS FL 33169-3237	MIAMI GARDENS	FL	33169-3237	RES
2530063925000000450	LEONARD ROBERT		1140 BRITTS LN	BARTOW FL 33830-3667	BARTOW	FL	33830-3667	RES
2530063925000000480	WASHINGTON MATTIE		13928 NW 155TH LN	ALACHUA FL 32615-5885	ALACHUA	FL	32615-5885	RES
2530063925000000490	WASHINGTON MATTIE		13928 NW 155TH LN	ALACHUA FL 32615-5885	ALACHUA	FL	32615-5885	RES
2530063925000000530	CHURCH OF GOD IN CHRIST	C/O ELDER ARCHIE HOUSE	1100 BRITTS LN	BARTOW FL 33830-3667	BARTOW	FL	33830-3667	RES
2530063925000000540	CHURCH OF GOD IN CHRIST	C/O ELDER ARCHIE HOUSE	1100 BRITTS LN	BARTOW FL 33830-3667	BARTOW	FL	33830-3667	RES
2530063880000001080	WYNN ROGER J JR ESTATE OF		3942 PELICAN CT	LAKELAND FL 33812-4143	LAKELAND	FL	33812-4143	RES
2530063880000001070	IRWIN SHAUN		1939 PRISTINE LOOP	LAKELAND FL 33811-1027	LAKELAND	FL	33811-1027	RES
2530063880000002080	RADFORD HOMES LLC		345 DORYMAN WAY	AUBURNDALE FL 33823-6715	AUBURNDALE	FL	33823-6715	RES
2530063880000003040	BURGESS LOUIS A		1226 LONGWOOD OAKS BLVD	LAKELAND FL 33811-2344	LAKELAND	FL	33811-2344	RES
2530053805000001091	POPOCA PABLO		820 HOLIDAY LN	BARTOW FL 33830-6215	BARTOW	FL	33830-6215	RES

2530053805000020080	BROGDON HOWARD HENDRY REVOCABLE TRUST		21700 WINDHAM RUN	ESTERO FL 33928-6214	ESTERO	FL	33928-6214	RES
2530063860000110000	MCGHEE DEBRY A		965 CARVER AVE	BARTOW FL 33830-6102	BARTOW	FL	33830-6102	RES
2530063860000040000	WILSON FRANKIE LEE ESTATE OF		950 BEE AVE	BARTOW FL 33830-3519	BARTOW	FL	33830-3519	RES
2530053705000010009	BARTOW CITY OF OAKS SCHOOL PARKING	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530050000000410010	GARCIA JORGE ROSAS		523 CAMPBELL RD	FORT MEADE FL 33841-9520	FORT MEADE	FL	33841-9520	RES
2530053805000010042	WRAY ADAH JANE	C/O RHONDA WRAY JOHNSON/POA	5600 NE 60TH AVE	HIGH SPRINGS FL 32643-5842	HIGH SPRINGS	FL	32643-5842	RES
2530063930000000012	ACG BBQ LLC	C/O ARGONNE CAPITAL GROUP	3060 PEACHTREE RD NW STE 425	ATLANTA GA 30305-2234	ATLANTA	GA	30305-2234	COM
2530063900000030011	CSX CORPORATION	TAX DEPT J910	500 WATER ST	JACKSONVILLE FL 32202-4445	JACKSONVILLE	FL	32202-4445	COM
2530053805000010031	WRAY ADAH JANE	C/O RHONDA WRAY JOHNSON/POA	5600 NE 60TH AVE	HIGH SPRINGS FL 32643-5842	HIGH SPRINGS	FL	32643-5842	RES
2530063860000010020	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530060000000223220	BARTOW CITY OF TRUCK SHED/P W STORAGE	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530053805000010041	JONES ROBERT EUGENE		560 N ELIZABETH AVE	BARTOW FL 33830-4137	BARTOW	FL	33830-4137	RES
2530063925000000100	DIXON RONALD E		1055 POLK ST	BARTOW FL 33830-3632	BARTOW	FL	33830-3632	RES
2530063925000000140	DIXON RONALD E		1055 POLK ST	BARTOW FL 33830-3632	BARTOW	FL	33830-3632	RES
2530063925000000160	BROWN ERNEST N		1083 KING ST	BARTOW FL 33830-3539	BARTOW	FL	33830-3539	RES
2530063880000010050	VAUGHN BRETT		5180 CHARLES LN	LAKELAND FL 33811	LAKELAND	FL	33811	COM
2530063880000010041	TCAP PROPERTIES LLC		23 LAKE AVE	WINTER HAVEN FL 33880-4977	WINTER HAVEN	FL	33880-4977	COM
2530063880000010042	THORNTON BRENDA		985 ROSS AVE	BARTOW FL 33830-3543	BARTOW	FL	33830-3543	COM
2530063860000050000	MID FLORIDA CENTER FOR HEALTH AND	SUBSTANCE ABUSE SERVICES INC	14628 BASILHAM LN	JACKSONVILLE FL 32258-4444	JACKSONVILLE	FL	32258-4444	RES
2530063860000100000	COLLINS CALVIN C		735 POLK ST	BARTOW FL 33830-3626	BARTOW	FL	33830-3626	RES

2530063880000001020	MURRAY SYLVIA FRANCINE	C/O SYLVIA MURRAY	15411 DAKOTA SKY PL	RUSKIN FL 33573-0193	RUSKIN	FL	33573-0193	RES
2530063880000002060	PROVIDENCE PROGRESSIVE BAPTIST CHURCH	OF FLORIDA INC	PO BOX 1502	BARTOW FL 33831-1502	BARTOW	FL	33831-1502	INST/EX
2530063880000002040	GAYLE RENFORD		845 POLK ST	BARTOW FL 33830-3603	BARTOW	FL	33830-3603	RES
2530063880000003030	BURGESS LOUIS A		1226 LONGWOOD OAKS BLVD	LAKELAND FL 33811-2344	LAKELAND	FL	33811-2344	RES
2530063880000003020	BURGESS LOUIS A		1226 LONGWOOD OAKS BLVD	LAKELAND FL 33811-2344	LAKELAND	FL	33811-2344	RES
2530063880000003010	GARRETT EDNA L ESTATE OF	C/O CASSANDRA RICHARDS	PO BOX 1561	LAKE WALES FL 33859-1561	LAKE WALES	FL	33859-1561	RES
2530050000000023010	950 EAST CHURCH STREET LLC		1095 E HIBISCUS DR	BARTOW FL 33830-7214	BARTOW	FL	33830-7214	IND
2530053805000001043	JONES ROBERT EUGENE		560 N ELIZABETH AVE	BARTOW FL 33830-4137	BARTOW	FL	33830-4137	RES
2530050000000021050	CENTRAL FLORIDA INCOME FUND LLC		401 S FLORIDA AVE	LAKELAND FL 33801-5226	LAKELAND	FL	33801-5226	RES
2530050000000012180	BROGDON HOWARD HENDRY REVOCABLE TRUST		21700 WINDHAM RUN	ESTERO FL 33928-6214	ESTERO	FL	33928-6214	RES
2530050000000014030	CSX CORPORATION	TAX DEPT J910	500 WATER ST	JACKSONVILLE FL 32202-4445	JACKSONVILLE	FL	32202-4445	IND
2530063870000008010	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530063870000007050	LINK MARIUS		6523 EAGLE RIDGE WAY	LAKELAND FL 33813-5684	LAKELAND	FL	33813-5684	RES
2530063870000007040	BROWN HOWARD		2008 CHANDALAR CT	PELHAM AL 35124-1344	PELHAM	AL	35124-1344	RES
2530063870000007021	SMITH THELMA B	C/O HOWARD BROWN	2008 CHANDALAR CT	PELHAM AL 35124-1344	PELHAM	AL	35124-1344	RES
2530060000000032030	BURGESS CELIA ESTATE OF		595 WALDON AVE	BARTOW FL 33830-3636	BARTOW	FL	33830-3636	RES
2530050000000012080	THOMAS BESSIE LOUISE COCHRAN		1920 E CHURCH ST	BARTOW FL 33830-4219	BARTOW	FL	33830-4219	RES
2530060000000032240	NORTHERN KATHRYN BATES		PO BOX 445	BARTOW FL 33831-0445	BARTOW	FL	33831-0445	RES
2530060000000032090	FIRST PROVIDENCE MISSIONARY BAPTIST	CHURCH TR	PO BOX 1574	BARTOW FL 33831-1574	BARTOW	FL	33831-1574	INST/EX
2530050000000012050	BROGDON HOWARD HENDRY REVOCABLE TRUST		21700 WINDHAM RUN	ESTERO FL 33928-6214	ESTERO	FL	33928-6214	MISC
2530050000000032160	TABOR TERRY		880 LYLE ST	BARTOW FL 33830-3814	BARTOW	FL	33830-3814	RES
2530050000000012190	BROGDON JOHN P		5455 FLOOD CT	BARTOW FL 33830-9208	BARTOW	FL	33830-9208	RES

2530063870000008121	WILLIAMS BENJAMIN J ESTATE OF		501 NW 33RD AVE	LAUDERHILL FL 33311-7645	LAUDERHILL	FL	33311-7645	RES
2530060000000034150	WILLIAMS HARRY R		PO BOX 1092	BARTOW FL 33831-1092	BARTOW	FL	33831-1092	RES
2530063870000008050	FREEDOM FLIPPING ACADEMY LLC		1416 LEIGHTON AVE	LAKELAND FL 33803-2517	LAKELAND	FL	33803-2517	RES
2530063870000007080	JORGE IRIS C KAPETANAKIS		8095 W 18TH AVE	HIALEAH FL 33014-3204	HIALEAH	FL	33014-3204	RES
2530063870000007100	REESE KENISHA N		9519 CYPRESS HARBOR DR	GIBSONTON FL 33534-5138	GIBSONTON	FL	33534-5138	RES
2530060000000032100	FIRST PROVIDENCE MISSIONARY BAPTIST	CHURCH TR	PO BOX 1574	BARTOW FL 33831-1574	BARTOW	FL	33831-1574	INST/EX
2530063880000004040	SMITH JAMES V		695 S JACKSON AVE	BARTOW FL 33830-4809	BARTOW	FL	33830-4809	RES
2530063885000000031	DAVIDSON GARY		1014 NICODEMUS RD	REISTERSTOWN MD 21136-5820	REISTERSTOWN	MD	21136-5820	RES
2530060000000014240	BADMUS SHAKIR		2047 NOSTRAND AVE APT 4D	BROOKLYN NY 11210-2509	BROOKLYN	NY	11210-2509	RES
2530063885000000042	SUNSHINE ENTERPRISES OF LAKELAND INC		4025 WREN AVE	LAKELAND FL 33813-1154	LAKELAND	FL	33813-1154	RES
2530063880000004060	MOORE BOBBIE JEAN		680 BEE AVE	BARTOW FL 33830-3513	BARTOW	FL	33830-3513	RES
2530063875000003100	STEPHENS HERMAN		650 GORDON AVE	BARTOW FL 33830-3526	BARTOW	FL	33830-3526	RES
2530063875000003080	RAHMING SHELLY ANN		1110 POLK ST	BARTOW FL 33830-3633	BARTOW	FL	33830-3633	RES
2530050000000032190	ROBERTS WILLARD R		PO BOX 595	BARTOW FL 33831-0595	BARTOW	FL	33831-0595	RES
2530050000000032180	ROBERTS WILLARD R		PO BOX 595	BARTOW FL 33831-0595	BARTOW	FL	33831-0595	RES
2530050000000032040	TABOR TERRY		880 LYLE ST	BARTOW FL 33830-3814	BARTOW	FL	33830-3814	RES
2530063885000000041	SUNSHINE ENTERPRISES OF LAKELAND INC		4025 WREN AVE	LAKELAND FL 33813-1154	LAKELAND	FL	33813-1154	RES
2530060000000034230	HOBBS DAVID ESTATE OF	C/O WILLIAM HOBBS TRS	42 STRAITSVILLE RD	PROSPECT CT 06712-1525	PROSPECT	CT	06712-1525	RES
2530060000000034170	LANUEVA JERUSALEN IGLESIA PENTECOSTES		1495 BRYANT ST	BARTOW FL 33830-3412	BARTOW	FL	33830-3412	INST/EX
2530050000000032410	TABOR TERRY		880 LYLE ST	BARTOW FL 33830-3814	BARTOW	FL	33830-3814	RES
2530063870000006040	PARHAM ROGENIZ		9622 UTAH DR	JONESBORO GA 30238-6098	JONESBORO	GA	30238-6098	RES
2530063870000005060	WILLIAMS EDDIE M JR		1220 KING ST	BARTOW FL 33830-3417	BARTOW	FL	33830-3417	RES

2530050000000014070	ROBERTS WILLARD R		PO BOX 595	BARTOW FL 33831-0595	BARTOW	FL	33831-0595	COM
2530060000000014490	WILLIAMS REBECCA J		501 NW 33RD AVE	LAUDERHILL FL 33311-7645	LAUDERHILL	FL	33311-7645	RES
2530063885000000050	RPM PROPERTY GROUP LLC		2002 E 5TH AVE UNIT 108	TAMPA FL 33605-5233	TAMPA	FL	33605-5233	RES
2530063870000005090	SMITH GORDON SALESIA V		4823 BERKLEY MEWS	HAVERHILL FL 33415-1334	HAVERHILL	FL	33415-1334	RES
2530063870000005120	SMITH GORDON SALESIA V		4823 BERKLEY MEWS	HAVERHILL FL 33415-1334	HAVERHILL	FL	33415-1334	RES
2530063870000005130	SMITH GORDON SALESIA V		4823 BERKLEY MEWS	HAVERHILL FL 33415-1334	HAVERHILL	FL	33415-1334	RES
2530063870000005140	COLLINS CALVIN C		735 POLK ST	BARTOW FL 33830-3626	BARTOW	FL	33830-3626	RES
2530063885000000200	ALLEN STEPHONE B		8516 PARAGON CT	UPPER MARLBORO MD 20772-6418	UPPER MARLBORO	MD	20772-6418	RES
2530063885000000060	BEAUVIL WEEDLENS		707 25TH ST NW	WINTER HAVEN FL 33881-2937	WINTER HAVEN	FL	33881-2937	RES
2530063875000002220	BRYANT SHERRIE		1180 KING ST	BARTOW FL 33830-3540	BARTOW	FL	33830-3540	RES
2530063875000002200	RING CONSTRUCTION INC		1140 KING ST	BARTOW FL 33830-3540	BARTOW	FL	33830-3540	RES
2530060000000032010	JOHNSON WILLIE	C/O LEARTIS JOHNSON	750 WALDON AVE	BARTOW FL 33830-3521	BARTOW	FL	33830-3521	RES
2530063885000000070	MILLER EDITH M		430 E MENDOCINO ST	ALTADENA CA 91001-2230	ALTADENA	CA	91001-2230	RES
2530060000000034510	PETERSON ELNORA W		1430 BRYANT ST	BARTOW FL 33830-3411	BARTOW	FL	33830-3411	RES
2530063870000004010	HOGAN JIMMY ESTATE OF		1250 BRYANT ST	BARTOW FL 33830-3407	BARTOW	FL	33830-3407	RES
2530063870000003030	KEITH ANNIE L		1360 DOROTHY ST	BARTOW FL 33830-3435	BARTOW	FL	33830-3435	RES
2530063870000003010	KEITH ANNIE L		1360 DOROTHY ST	BARTOW FL 33830-3435	BARTOW	FL	33830-3435	RES
2530060000000034680	MCCLOUD DOQUAN		9511 WINDERMERE PK CIR APT 203	RIVERVIEW FL 33578-2592	RIVERVIEW	FL	33578-2592	RES
2530063870000004121	HOLLACE WYOLA EST	C/O ELNORA PETERSON	1430 BRYANT ST	BARTOW FL 33830-3411	BARTOW	FL	33830-3411	RES
2530063885000000180	NORTHERN KATHRYN BATES		4329 IRIS ST N	LAKELAND FL 33813-3985	LAKELAND	FL	33813-3985	RES
2530060000000014520	MORAN REAL ESTATE PROPERTIES LTD		PO BOX 209	CHATFIELD TX 75105-0209	CHATFIELD	TX	75105-0209	COM

2530060000000322150	FIRST PROVIDENCE MISSIONARY BAPTIST CHRUCH		1030 KING ST	BARTOW FL 33830-3538	BARTOW	FL	33830-3538	INST/EX
2530063875000001110	MURRY TOYA D		985 WENTWORTH AVE	CALUMET CITY IL 60409-5247	CALUMET CITY	IL	60409-5247	RES
2530063875000001050	BUSH MARSHALL L		757 RANTOUL LN	LAKE MARY FL 32746-4249	LAKE MARY	FL	32746-4249	RES
2530063870000002030	JOE LEROY JR		1310 AUSTIN ST	BARTOW FL 33830-3403	BARTOW	FL	33830-3403	RES
2530063870000001010	PRYOR FLORENCE ESTATE OF	C/O ALFREDA W GARY	2430 PIEDMONT ST	ORLANDO FL 32805-3558	ORLANDO	FL	32805-3558	RES
2530060000000014310	STEPHENS ELLENA		3164 KIWI AVE	WINTER HAVEN FL 33881-3224	WINTER HAVEN	FL	33881-3224	RES
2530060000000014160	GREER ROXIE MAE		775 NW 116TH ST	MIAMI FL 33168-2310	MIAMI	FL	33168-2310	RES
2530060000000322280	DOYLE RICHARD S		PO BOX 117	ISTACHATTA FL 34636-0117	ISTACHATTA	FL	34636-0117	RES
2530063865000000094	WILLIAMSON JAMES JR ESTATE OF	C/O JAMIE S OVERSTREET	1211 GOLCONDA RD	LAKELAND FL 33801-2121	LAKELAND	FL	33801-2121	RES
2530063895000000312	TRIUMPH THE CHURCH AND KINGDOM	OF GOD IN CHRIST	910 W JOHNSON ST	BARTOW FL 33830-3534	BARTOW	FL	33830-3534	INST/EX
2530060000000034460	OBANA CULVER INC		PO BOX 1065	BARTOW FL 33831-1065	BARTOW	FL	33831-1065	RES
2530063865000000100	835 MAPLE AVE LLC		10421 S JORDAN GTWY STE 600	SOUTH JORDAN UT 84095-3902	SOUTH JORDAN	UT	84095-3902	RES
2530063895000000190	ALI KHARI AHKIYAH TRUST		925 TANGELO CIR	BARTOW FL 33830-3552	BARTOW	FL	33830-3552	RES
2530060000000014220	GREER ROXIE MAE		775 NW 116TH ST	MIAMI FL 33168-2310	MIAMI	FL	33168-2310	RES
2530060000000014060	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530063895000000290	WALKER MARY ANN		3625 JIM KASEY DR	LAKELAND FL 33812-5022	LAKELAND	FL	33812-5022	RES
2530060000000014530	MORAN REAL ESTATE PROPERTIES LTD		PO BOX 209	CHATFIELD TX 75105-0209	CHATFIELD	TX	75105-0209	COM
2530060000000014380	SIMS ALBERTA L		1950 LAUREL ST	BARTOW FL 33830-5324	BARTOW	FL	33830-5324	RES
2530060000000322290	CHILDS ROSA		930 TANGELO CIR	BARTOW FL 33830-3551	BARTOW	FL	33830-3551	RES
2530060000000014040	BELL ROXIE MAE		775 NW 116TH ST	MIAMI FL 33168-2310	MIAMI	FL	33168-2310	IND
2530060000000014540	MORAN REAL ESTATE PROPERTIES LTD		PO BOX 209	CHATFIELD TX 75105-0209	CHATFIELD	TX	75105-0209	COM

2530063865000000060	SOUTHEASTERN CONFERENCE ASSOCIATION OF SEVENTH DAY ADVENTISTS INC		PO BOX 1016	MOUNT DORA FL 32756-1016	MOUNT DORA	FL	32756-1016	RES
2530060000000014550	MORAN REAL ESTATE PROPERTIES LTD		PO BOX 209	CHATFIELD TX 75105-0209	CHATFIELD	TX	75105-0209	COM
2530063895000000060	BENTLEY MILLIE CAROLYN		954 PROVIDENCE RD	WHIGHAM GA 39897-4112	WHIGHAM	GA	39897-4112	RES
2530060000000014370	HILL JAMES T JR		905 OAKLAWN DR	BARTOW FL 33830-6105	BARTOW	FL	33830-6105	RES
2530063895000000102	BROWNING NELSON		4039 BARNSLEY DR	ORLANDO FL 32812-8119	ORLANDO	FL	32812-8119	RES
2530050000000322270	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530050000000322290	HEBB NORA MAE TR		7514 FORRESTER LN	MANASSAS VA 20109-3031	MANASSAS	VA	20109-3031	COM
2530060000000034290	GHENT LILLIE MAE		920 CROWN AVE	BARTOW FL 33830-3415	BARTOW	FL	33830-3415	RES
2530063895000000101	WALDON 965 LAND TRUST		2810 NESMITH ESTATES LN	PLANT CITY FL 33566-4696	PLANT CITY	FL	33566-4696	RES
2530063865000000012	CALHOUN CARL R		2952 EDENDERRY DR	TALLAHASSEE FL 32309-2652	TALLAHASSEE	FL	32309-2652	RES
2530060000000012070	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530050000000322280	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530060000000014510	KNUDSTRUP PROPERTIES LLC		2161 E COUNTY ROAD 540A PMB 294	LAKELAND FL 33813-3794	LAKELAND	FL	33813-3794	IND
2530060000000014300	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530060000000034520	GHENT ANTHONY		1205 W STEWARD ST	BARTOW FL 33830-3216	BARTOW	FL	33830-3216	RES
2530060000000014280	HENDERSON ARTHUR J		1762 NC HIGHWAY 94 N	COLUMBIA NC 27925-9604	COLUMBIA	NC	27925-9604	RES
2530063895000000372	TAYLOR MARY		1515 SAILPOINT DR	BARTOW FL 33830-9778	BARTOW	FL	33830-9778	RES
2530063895000000371	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530063895000000090	WALDON 965 LAND TRUST		2810 NESMITH ESTATES LN	PLANT CITY FL 33566-4696	PLANT CITY	FL	33566-4696	RES
2530063895000000080	POLK HOLDING GROUP LLC		6265 HAMPTON POINTE CIR	LAKELAND FL 33813-7901	LAKELAND	FL	33813-7901	RES
2530063853000001190	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX

2530050000000122210	KINCART GROUP LTD		1419 OAKLAWN PL	LAKELAND FL 33803-2317	LAKELAND	FL	33803-2317	COM
2530063856000070 70	BROOM A GLENN		1320 POLSTON RD	EAGLE LAKE FL 33839-5626	EAGLE LAKE	FL	33839-5626	COM
2530063940930004 70	SIMMS TRENTHONY		126 JACLYN DR	SUFFOLK VA 23434	SUFFOLK	VA	23434	RES
2530063867000161 50	RODRIGUEZ JUSTINO		755 FORREST DR	BARTOW FL 33830-3234	BARTOW	FL	33830-3234	RES
2530063940930004 80	VALDERRAMA ALBERTO		5809 CHRISTIANSEN CT	LAKELAND FL 33812-5249	LAKELAND	FL	33812-5249	RES
2530050000000111070	KINCART GROUP LTD		1419 OAKLAWN PL	LAKELAND FL 33803-2317	LAKELAND	FL	33803-2317	COM
2530050000000333190	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530053845220000071	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530050000000133070	FRONTIER BARTOW LLLP		2950 SW 27TH AVE STE 300	MIAMI FL 33133-3793	MIAMI	FL	33133-3793	COM
2530050000000111130	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530050000000331070	FRONTIER BARTOW LLLP		2950 SW 27TH AVE STE 300	MIAMI FL 33133-3793	MIAMI	FL	33133-3793	COM
2530050000000331030	CSX CORPORATION	TAX DEPT J910	500 WATER ST	JACKSONVILLE FL 32202-4445	JACKSONVILLE	FL	32202-4445	COM
2529313625000080 51	HUDSON SALLYE ANN		18905 CHAVILLE RD	LUTZ FL 33558-2871	LUTZ	FL	33558-2871	COM
2530050000000111150	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530050000000111140	BARTOW CITY OF		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2530050000000111050	PALZER IDE PROPERTIES LLC		888 CYPRESS GARDENS BLVD	WINTER HAVEN FL 33880-4728	WINTER HAVEN	FL	33880-4728	COM
2530050000000111040	PALZER IDE PROPERTIES LLC		888 CYPRESS GARDENS BLVD	WINTER HAVEN FL 33880-4728	WINTER HAVEN	FL	33880-4728	COM
2530050000000111010	BARTOW CITY OF	ATTN:CITY AUDITOR/CLERK	PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	33831-1069	GOV/EX
2529313625000080 41	BARTOW BALAJI INC		7317 N KEYSTONE AVE	LINCOLNWOOD IL 60712-2026	LINCOLNWOOD	IL	60712-2026	COM
2530053845260000 20	BEECHWOOD DEVELOPMENT LLC		810 MORRIS AVE STE 101	GREEN BAY WI 54304-4526	GREEN BAY	WI	54304-4526	COM
2529313625000011031	CUB CAN KID DAVIDSON 8 LLC		511 S TERRACE DR	EAGLE LAKE FL 33839-3533	EAGLE LAKE	FL	33839-3533	COM
2529313625000011060	CUB CAN KID DAVIDSON 8 LLC		511 S TERRACE DR	EAGLE LAKE FL 33839-3533	EAGLE LAKE	FL	33839-3533	COM

25293200000004 4190	MERITAGE HOMES OF FLORIDA INC		8800 E RAINTREE DR STE 300	SCOTTSDAL E AZ 85260-3966	SCOTTSDAL E	AZ	8526 0-3966	RES
25293200000004 4170	SABB GEORGE R		PO BOX 441	BARTOW FL 33831-0441	BARTOW	FL	3383 1-0441	COM
25293100000002 1020	J K STUART PROPERTIES LLC		PO BOX 870	BARTOW FL 33831-0870	BARTOW	FL	3383 1-0870	COM
25300537100000 2041	BAKER MONTE		695 E CHURCH ST	BARTOW FL 33830-4047	BARTOW	FL	3383 0-4047	RES
25300538450000 2120	ELT INVESTMENT GROUP LLC		PO BOX 1552	BARTOW FL 33831-1552	BARTOW	FL	3383 1-1552	RES
25300538450000 2110	PRIME PROPERTY SOLUTIONS LLC		304 E PINE ST PMB 1282	LAKELAND FL 33801-4969	LAKELAND	FL	3380 1-4969	RES
25300841450007 1020	BURKETT THOMAS J	ARLINGTON BAY	9271 EDENSHIRE CIR	ORLANDO FL 32836-6597	ORLANDO	FL	3283 6-6597	RES
25300841450003 2030	SABB GEORGE RONALD		PO BOX 441	BARTOW FL 33831-0441	BARTOW	FL	3383 1-0441	COM
25300537150000 0072	KEMPKE ROY R ESTATE OF		415 N 1ST AVE	BARTOW FL 33830-4059	BARTOW	FL	3383 0-4059	RES
25300538450000 1240	CORBETT TIMOTHY		619 DRUID ST	LAKELAND FL 33805-3712	LAKELAND	FL	3380 5-3712	RES
25300536700000 1050	MBMJ ENTERPRISES LLC		PO BOX 311026	TAMPA FL 33680-3026	TAMPA	FL	3368 0-3026	RES
25300536700000 1210	ELT INVESTMENT GROUP LLC		PO BOX 1552	BARTOW FL 33831-1552	BARTOW	FL	3383 1-1552	RES
25300538300000 2061	BARTOW COMMUNITY REDEVELOPMENT AGENCY		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	3383 1-1069	GOV/E X
25300841450008 2013	JENNINGS SIMS LAQULLA		3702 COUNTRY LN	LAKELAND FL 33810-0238	LAKELAND	FL	3381 0-0238	RES
25300841450008 2040	KELLEY GLENN SR		865 LUSK PL	BARTOW FL 33830-5720	BARTOW	FL	3383 0-5720	RES
25300841550000 0102	OLINGER BESSIE YVONNE		1130 E GEORGE ST	BARTOW FL 33830-7415	BARTOW	FL	3383 0-7415	RES
25300841050000 3040	CARTER ALETHIA D		1425 E BAY ST	BARTOW FL 33830-5828	BARTOW	FL	3383 0-5828	RES
25300841050000 3020	CARTER ALETHIA D		1425 E BAY ST	BARTOW FL 33830-5828	BARTOW	FL	3383 0-5828	RES
25300841050000 3010	SCURRY ELLIX		1495 E BAY ST	BARTOW FL 33830-5828	BARTOW	FL	3383 0-5828	RES
25300500000002 3190	950 EAST CHURCH STREET LLC		1095 E HIBISCUS DR	BARTOW FL 33830-7214	BARTOW	FL	3383 0-7214	IND
25300538400000 0011	BARTOW COMMUNITY REDEVELOPMENT AGENCY		PO BOX 1069	BARTOW FL 33831-1069	BARTOW	FL	3383 1-1069	GOV/E X

25300600000001 4410	LEWIS CLIFTON P		790 WALDON AVE	BARTOW FL 33830-3521	BARTOW	FL	3383 0-3521	RES
25300537500000 1020	POSADA LINDA J		1248 VALLEY CREEK RUN	WINTER PARK FL 32792-8155	WINTER PARK	FL	3279 2-8155	COM
25300500000003 1020	JEM INVESTMENTS LTD	C/O MAC A GRECO JR	501 N MORGAN ST STE 202	TAMPA FL 33602-3906	TAMPA	FL	3360 2-3906	COM
25300500000003 3120	JEM INVESTMENTS LTD	C/O MAC A GRECO JR	501 N MORGAN ST STE 202	TAMPA FL 33602-3906	TAMPA	FL	3360 2-3906	COM
25300500000003 3150	JEM INVESTMENTS LTD	C/O MAC A GRECO JR	501 N MORGAN ST STE 202	TAMPA FL 33602-3906	TAMPA	FL	3360 2-3906	COM
25300538000000 0070	CENTRAL FLORIDA INCOME FUND LLC		401 S FLORIDA AVE	LAKELAND FL 33801-5226	LAKELAND	FL	3380 1-5226	RES
25300638500000 2050	WILKES RICHARD J II		1690 S BROADWAY AVE	BARTOW FL 33830-6911	BARTOW	FL	3383 0-6911	COM
25300537100000 3020	STIDHAM JONATHAN W		PO BOX 510	BARTOW FL 33831-0510	BARTOW	FL	3383 1-0510	RES
25300639300000 0322	JR HOLDING GROUP LLC		6265 HAMPTON POINTE CIR	LAKELAND FL 33813-7901	LAKELAND	FL	3381 3-7901	COM
25300942400000 5010	KIMBLE KEAIR SOVONTAE		925 W TEE CIR	BARTOW FL 33830-6138	BARTOW	FL	3383 0-6138	RES
25300639250000 0430	DIAZ MARISELA		4781 OLENO AVE	LAKE WALES FL 33859-6040	LAKE WALES	FL	3385 9-6040	RES
25300537150000 0042	LOLLAR BROTHERS PROPERTIES LLC		690 MANOR DR	BARTOW FL 33830-3239	BARTOW	FL	3383 0-3239	RES
25300538100000 0520	J WALTER HOMES INC		PO BOX 2655	LOGANVILLE GA 30052-1963	LOGANVILLE	GA	3005 2-1963	RES
25300600000003 4050	LOOPHOLE HOMES LLC		101 W MAIN ST PMB 337	BARTOW FL 33830-4530	BARTOW	FL	3383 0-4530	RES
25300538100000 0330	HERCULES GREEK GOD LLC		1395 E MAIN ST	BARTOW FL 33830-5008	BARTOW	FL	3383 0-5008	COM
25300600000001 4450	RPM PROPERTY GROUP LLC		2002 E 5TH AVE UNIT 108	TAMPA FL 33605-5233	TAMPA	FL	3360 5-5233	RES
25300537500000 1032	ROBINSON JOSHUA		510 N 1ST AVE	BARTOW FL 33830-4021	BARTOW	FL	3383 0-4021	COM
25300537500000 1031	KLIMCZACK CARY ANN		410 E PARKER ST	BARTOW FL 33830-4711	BARTOW	FL	3383 0-4711	COM
25293100000002 1030	STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT		2300 GLADES RD STE 410W	BOCA RATON FL 33431-8556	BOCA RATON	FL	3343 1-8556	COM
25300942450000 1320	LOZOYA RAMON		1145 S VIRGINIA AVE	BARTOW FL 33830-6610	BARTOW	FL	3383 0-6610	RES
25300942683000 0010	1890 PALMETTO LAND TRUST		2161 E COUNTY ROAD 540A	LAKELAND FL 33813-3794	LAKELAND	FL	3381 3-3794	RES

2530053725000015031	BARTOW CITY OF	450 N WILSON AVE	BARTOW FL 33830-3954	BARTOW	FL	33830-3954	GOV/EX
2530063890000000012	PFEIFFER ROBERT C	985 SQUARE LAKE DR	BARTOW FL 33830-4398	BARTOW	FL	33830-4398	COM
2530090000000333450	BARTOW CITY OF	450 N WILSON AVE	BARTOW FL 33830-3954	BARTOW	FL	33830-3954	GOV/EX
2530090000000333380	JONES SHEILA G	2145 MARTIN LUTHER KING JR BLVD	BARTOW FL 33830-5345	BARTOW	FL	33830-5345	RES
2530090000000333360	HOMEHARMONY RESTORATIONS LLC	54 DELAWARE AVE	SPRINGFIELD MA 01119-1942	SPRINGFIELD	MA	01119-1942	RES
2530060000000224140	CSX CORPORATION	500 WATER ST	JACKSONVILLE FL 32202-4445	JACKSONVILLE	FL	32202-4445	COM
2530094268300000020	1890 PALMETTO LAND TRUST	2161 E COUNTY ROAD 540A	LAKELAND FL 33813-3794	LAKELAND	FL	33813-3794	RES

Appendix G: Sunset Spending Estimate (Anticipated Cost of Redevelopment Activity)

Bartow Community Redevelopment Agency

Fiscal Year 2025-2026 Annual Budget		7.16%	7.02%	6.88%	6.76%	6.65%	6.55%	6.45%	6.37%	6.28%	6.21%	6.14%	6.07%	5.95%	5.90%	5.85%	5.80%	5.76%	5.72%	5.68%	5.64%	5.61%	5.58%	5.54%	5.52%	<------- *Annual Adjustment factors from Updated Plan*
Description	FY25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35	35/36	36/37	37/38	38/39	39/40	40/41	41/42	42/43	43/44	44/45	45/46	46/47	47/48	48/49	49/50	Totals
Estimated Revenues																										
City	1,304,123.00																									
County	1,425,985.00																									
Total TIF	2,730,108.00																									
CRA Incurred Debt	-																									
Accumulated Balance	2,730,108.00																									
Unassigned Carryforward Funds FY 24/25	-																									
Cash	2,200,000.00																									
TOTAL REVENUES & BALANCES	**4,930,108.00**																									
Expenditures																										
Account Number	**Obligations**																									
559201-881-052	CRA Construction Building Projects	2,600,000.00																								
559201-991-001	Bond (Debt Service)	-																								
Sub-Total	**2,600,000.00**																									
Contractual Services																										
559201-334-900	Personnel	275,028.00																								
559201-334-905	Community Policing	113,892.00																								
559201-334-900	Property Maintenance	40,000.00																								
559201-334-900	Main Street Bartow	60,000.00																								
559201-334-900	Marketing & Communication Services	2,000.00																								
559201-346-055	Main Street Custodial	80,000.00																								
Sub-Total	**570,920.00**	611,797.87	654,746.08	699,792.61	747,098.59	796,780.65	848,969.78	903,728.33	961,295.83	1,021,665.21	1,085,110.62	1,151,736.41	1,221,646.81	1,294,334.79	1,370,700.55	1,450,886.53	1,535,037.95	1,623,456.13	1,716,317.82	1,813,804.67	1,916,103.26	2,023,596.65	2,136,513.34	2,254,876.18	2,379,345.35	**32,219,342.03**	<------ *Total Contractual Services*

Policy and Project Programs																									
55920 1-881-033	Property Acquisition	1,000.00																							
55920 1-334-008	Demolition/Code Enforcement	60,000.00																							
55920 1-881-009	Banner Pole Project	8,000.00																							
55920 1-881-030	Arts in Public Places	50,000.00																							
55920 1-633-019	CIP- Flood Mitigation and Drainage	-																							
55920 1-663-020	CIP- Sidewalk Enhancement	-																							
55920 1-663-021	CIP- Smart City Program	1,000.00																							
55920 1-881-051	Quality of Life & Community Improvements	10,000.00																							
Business Retention Grant																									
55920 1-881-043	Commercial Enhancement Grant	100,000.00																							
55920 1-881-028	Small Business Incentive	1,000.00																							
55920 1-881-053	Anchor Tenant Grant	1,000.00																							
55920 1-881-044	Façade Grant	100,000.00																							
Housing and Grant Incentives-																									
55920 1-881-027	Permit and Impact Fees Assessment	60,000.00																							
55920 1-881-045	House Rehab Program	350,000.00																							
55920 1-881-054	Down Payment Assistance	60,000.00																							
55920 1-881-049	Future Initiatives/Projects	100,000.00																							
Sub-Total		**902,000.00**	966,583.20	1,034,437.34	1,105,606.63	1,180,345.64	1,258,838.62	1,341,292.55	1,427,805.92	1,518,757.16	1,614,135.11	1,714,372.90	1,819,635.40	1,930,087.26	2,044,927.46	2,165,578.18	2,292,264.50	2,425,215.84	2,564,908.27	2,711,621.03	2,865,641.10	3,027,263.26	3,197,092.73	3,375,490.50	3,562,492.67	3,759,142.27	**50,903,535.53**	**<------ *Total Policy and Project Programs, &c.***
Operations																									
55920 1-348-002	Advertising	1,000.00																							
55920 1-332-100	Audit & Accounting	7,000.00																							
55920 1-345-010	Insurance	5,100.00																							
55920 1-354-001	Dues and Subscriptions	4,000.00																							
55920 1-331-100	Legal	35,000.00																							

55920 1-331-300	Consulting Services	340,000.00																							
55920 1-349-001	Miscellaneous	30,000.00																							
55920 1-346-002	Office Furniture & Equipment	6,000.00																							
55920 1-351-001	Supplies	10,000.00																							
55920 1-341-012	Postage	500.00																							
55920 1-347-010	Printing & Binding	2,000.00																							
55920 1-341-004	Telephone / Internet	2,695.00																							
55920 1-341-000	Utilities- CRA Building	1,019.00																							
55920 1-344-004	Office Lease	70,000.00																							
55920 1-340-100	Travel/Training- STAFF	20,000.00																							
55920 1-340-101	Travel/Training- BOARD	15,000.00																							
55920 1-349-803	Allocated City Clerk	20,345.00																							
55920 1-349-805	Allocated Human Resources	3,765.00																							
55920 1-349-806	Allocated Purchasing	594.00																							
Sub-Total		**574,018.00**	615,117.69	658,298.95	703,589.92	751,152.60	801,104.24	853,576.57	908,632.26	966,512.14	1,027,209.10	1,090,998.78	1,157,986.11	1,228,275.87	1,301,358.28	1,378,138.42	1,458,759.52	1,543,367.57	1,632,265.54	1,725,631.13	1,823,646.98	1,926,500.67	2,034,577.35	2,148,106.77	2,267,111.88	2,392,256.46	**32,394,174.79**	**<------- *Total Operations***
TOTAL EXPENDITURES		**4,646,938.00**																									
Budgeted Fund Balance, End of Year (September 30)		**283,170.00**																									
Contractual Services, Programs, Operations ----->		2,046,938.00																									
Increment Estimate (2025-2026) ------->		2,730,108.00																									
Uncategorized Redevelopment Expense:		**683,170.00**	732,084.97	783,477.34	837,380.58	893,987.50	953,437.67	1,015,887.84	1,081,412.61	1,150,298.59	1,222,537.34	1,298,456.91	1,378,182.17	1,461,837.82	1,548,817.17	1,640,197.39	1,736,148.93	1,836,845.57	1,942,647.88	2,053,767.34	2,170,421.32	2,292,833.08	2,421,461.02	2,556,578.54	2,698,212.99	2,847,154.35	**38,554,066.93**	**<--------- *Total Uncategorized***
																										154,071,119.28	**<------- *Sum of Contractual Services, Policy and Programs, and Operations***
																										168,679,405.00	**<------- *Estimated Increment Revenue from Updated Plan***
																										14,608,285.72	**<------- *Difference***

	53,162,352.65	*<------ Sum of Total Uncategorized plus Difference*

ITEM NO. 10.c

CITY OF BARTOW, FLORIDA

TO: Honorable Mayor and City Commissioners, City of Bartow City Commission
THROUGH: Mike Herr, City Manager
FROM: Drew Crawford, Assistant City Attorney
DATE: March 2, 2026
SUBJECT: Resolution No. 26-4255-R

SUMMARY AND BACKGROUND

The Bartow Community Redevelopment Agency (the "CRA") proposes to borrow Eighteen Million Dollars ($18,000,000) to finance a series of property acquisitions and public projects within the City of Bartow community redevelopment area.

After a public solicitation conducted by the City of Bartow and the CRA, and evaluation of proposals submitted by interested lenders by City and CRA staff and the CRA's financial advisors, lender South State Bank, N.A. was determined to have submitted the most advantageous terms and conditions for the proposed loan.

In brief sum:

- The loan will be in two (2) parts, based on the taxability of interest earned by South State Bank on the loan;
- First, the CRA will borrow Five Million, Four Hundred Thousand Dollars ($5,400,000) for non-taxable projects using a note and agreement labeled as "Series 2026A";
- The interest rate (nontaxable) for Series 2026A funds is 4.35%;
- Second, the CRA will borrow Twelve Million Six Hundred Thousand Dollars ($12,600,000) for taxable projects using a note and agreement labeled as "Series 2026B";
- The interest rate (taxable) for Series 2026B funds is 5.50%;
- Expected closing costs for the loan in the aggregate are One Hundred Ten Thousand Dollars ($110,000), which include costs and expenses for legal opinions issued by attorneys and financial advisory services;
- The Average Annual Debt Service for the loan in the aggregate are One Million Four Hundred Seventy Two Thousand, Nine Hundred Ninety Seven Dollars and thirty one cents ($1,472,997.31); and
- Repayment of principal with interest, is expected to be secured by a pledge of increment revenues deposited in the CRA's Redevelopment Trust Fund, together with a covenant by the City of Bartow, Florida to budget and appropriate funds in the event of any shortfall.

Resolution 26-4255-R and its attachments have been prepared by the City's Note Counsel and reviewed by the City Attorney's Office and Bank's Counsel, inclusive of an interlocal agreement to govern loan payments in the event of shortfalls in increment revenue.

The Community Redevelopment Act of 1969 vests the City Commission with the power to authorize issuance of increment revenue bonds and loans. In the event the City Commission approves Resolution 26-4255-R, and authorizes the issuance of an increment revenue loan, the Board of Commissioners of the Bartow CRA will proceed with considering a separate resolution to formally approve the loan and pledge its increment revenue stream to repayment of loan principal and interest.

In an abundance of caution, the City Attorney's Office advises that the City Commission convene a separate public hearing on this item prior to adoption. All notices to taxing authorities and to the general public have been furnished, mailed, and published as required by the Community Redevelopment Act of 1969, as amended, and the Municipal Home Rule Powers Act.

RECOMMENDATION

Staff recommends that the City Commission hold a public hearing and, after consideration of all public comments, adopt Resolution No. 26-4255-R which will authorize the Bartow CRA to enter into loan agreements with South State Bank, N.A. to borrow $18,000,000, approve of certain actions taken in connection with the loan, and approve of the form of an interlocal agreement to govern repayment of the loan from CRA increment revenue and City general funds.

ATTACHMENTS

RESOLUTION NO. 26-4255-R

RESOLUTION NO. 26-4255-R

A RESOLUTION OF THE CITY OF BARTOW, FLORIDA, AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA (THE "AGENCY") TO ENTER INTO LOAN AGREEMENTS WITH SOUTHSTATE BANK, N.A. AND OBTAIN A LOAN THEREUNDER; DESIGNATING THE 2026A NOTE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" UNDER SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986; APPROVING AN INTERLOCAL AGREEMENT; APPROVING THE ACTIONS TAKEN BY THE AGENCY WITH RESPECT TO ITS APPROVAL OF THE LOAN AGREEMENTS AND THE LOANS; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on June 4, 1990, the City Commission (the "Commission") of the City of Bartow, Florida (the "City") enacted Ordinance No. 1547-A, creating and establishing the Community Redevelopment Agency of the City of Bartow, Florida (the "Agency") within the limits of the City; and

WHEREAS, on June 18, 1990, the Commission enacted Ordinance No. 1548-A, providing for the funding of the redevelopment trust fund (the "Trust Fund") to finance or refinance community redevelopment within the City of Bartow Community Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, on May 3, 1999, September 6, 2005 and February 19, 2007, respectively, the Commission expanded the boundaries of the Redevelopment Area by making supplemental findings of necessity and adopting Resolutions No. 3238-R, 05-3554-R and 07-3630-R; and

WHEREAS, the community redevelopment plan for the Agency was adopted in 1990 and thereafter amended in 2000, 2006, 2014, 2022, and on March 2, 2026 (as amended, the "Redevelopment Plan"); and

WHEREAS, on March 4, 2026, the Agency, at a duly held meeting, is expected to adopt a resolution (the "CRA Resolution") which, will among other things, authorize the Agency to receive term loans in the aggregate principal amount of not to exceed $18,200,000 from SouthState Bank, N.A. (the "Lender") and approve (a) the form of Loan Agreement (the "2026A Loan Agreement") to be entered into between the Agency and the Lender and evidenced by the Agency's Community Redevelopment Revenue Note, Series 2026A (the "2026A Note") to evidence the loan thereunder (the "2026A Loan") and (b) the form of Loan Agreement (the "2026B Loan Agreement" and together with the 2026A Loan Agreement, the "Loan Agreements") to be entered into between the Agency and the Lender and evidenced by the Agency's Community Redevelopment Revenue Note, Series 2026B (Federally Taxable) (the "2026B Note" and together with the 2026A Note, the "Notes") to evidence the loan thereunder (the "2026B Loan" and together with the 2026A Loan, the "Loans"); and

WHEREAS, the Agency will use the proceeds of the Loans to finance the acquisition and construction of capital projects, acquisition of properties located within the Redevelopment Area

and other related capital improvements as more particularly described in the Loan Agreements (collectively, the "Projects"); and

WHEREAS, Sections 163.358(3) and 163.385, Florida Statutes require the authorization or approval of the Commission, as the governing body which created the Agency, for the incurrence of the Loans; and

WHEREAS, the existence of the slum and blighted areas in the Redevelopment Area directly adversely affect the health, safety and welfare of the citizens and taxpayers therein and in the City, Polk County, Florida (the "County") and the State of Florida (the "State"); and

WHEREAS, the deterioration and blight in the Redevelopment Area are such that they cannot be remedied without intervention by the Agency to finance and refinance the acquisition and construction of the Projects; and

WHEREAS, the Projects will provide a substantial benefit to the citizens in the Redevelopment Area, the County and the State and will serve a paramount public purpose; and

WHEREAS, the rehabilitation and redevelopment of the Redevelopment Area is necessary and in the interest of the public health, safety, morals and welfare of the citizens within the Redevelopment Area, the County and the State and in order to carry out such rehabilitation and redevelopment it is necessary and appropriate for the Agency to finance the Projects; and

WHEREAS, the Projects constitute integral parts of and are necessary for carrying out the Agency's Redevelopment Plan; and

WHEREAS, it is necessary and in the best interests of the Agency to undertake or cause to be undertaken, the Projects and to issue the Notes to finance the Projects, to pay or reimburse the Agency for costs of the Projects, funding necessary reserves, if any, and capitalizing interest, if any; and

WHEREAS, the Agency is authorized under the Redevelopment Act to issue the Notes to finance the undertaking of the Projects, to fund reserves for the Notes, if any, and to pay or reimburse the Agency for costs of the Projects and capitalizing interest, if any; and

WHEREAS, the Projects are undertakings of community redevelopment as described in the Redevelopment Act; and

WHEREAS, the Notes authorized and issued hereunder shall be issued in connection with "community redevelopment" projects as defined in the Redevelopment Act; and

WHEREAS, the City and the Agency intend to enter into an Interlocal Agreement (the "Interlocal Agreement") whereby the City will agree to budget and appropriate Non-Ad Valorem Revenues (as defined in the Interlocal Agreement) to pay debt service on the Loans to the extent that tax increment revenues collected in the Redevelopment Area and deposited into the Trust Fund are insufficient to pay amounts due under the Loans; and

WHEREAS, the Agency's repayment obligations under the Loan Agreements shall be secured and payable from (i) legally available Tax Increment Revenues (as defined in the Loan Agreements), (ii) to the extent necessary, all amounts payable from Non-Ad Valorem Revenues

(as defined in the Loan Agreements) under the Interlocal Agreement, and (iii) all moneys, including investments thereof, in the Debt Service Fund and Revenue Fund (until applied in accordance with the provisions of the CRA Resolution and the Loan Agreements); and

WHEREAS, notice of the issuance of the Notes was given by registered mail to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the Redevelopment Area in accordance with the requirements of Section 163.346, Florida Statutes; and

WHEREAS, the Commission finds that the adoption of this Resolution and the execution and delivery of the Interlocal Agreement and approval of the Loans to finance the Projects is in the best interest of the health, safety, and welfare of the citizens, businesses, and residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR THE CITY OF BARTOW, FLORIDA, THAT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, Chapter 163, Part III, Florida Statutes, particularly Sections 163.358(3) and 163.385 thereof, Section 166.041, Florida Statutes, the Charter of the City and other applicable provisions of law.

SECTION 2. DEFINITIONS. When used in this resolution, capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreements and Interlocal Agreement, unless the context clearly indicates a different meaning.

SECTION 3. AUTHORIZATION OF AGENCY OBTAINING THE LOANS. The City hereby authorizes the Agency to obtain the Loans from the Lender for the purpose of financing costs of the Projects, funding necessary reserves, if any, paying capitalized interest, if any, and paying issuance costs related to the Loan Agreements and the Notes.

SECTION 4. APPROVAL OF FORM OF LOAN AGREEMENTS. The terms and provisions of the Loan Agreements in substantially the form attached hereto as Exhibit "A" and Exhibit "B" are hereby approved, with such changes, insertions and additions as the Chairperson of the Agency may approve, his or her execution thereof being evidence of such approval.

SECTION 5. APPROVAL OF FORM OF INTERLOCAL AGREEMENT. The form and terms of the Interlocal Agreement attached as Exhibit "C" hereto are hereby approved, and the Mayor or, in her absence or unavailability, the Vice Mayor is authorized on behalf of the City to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Mayor or the Vice Mayor executing the same. The City Clerk or any Deputy City Clerk of the City may attest the signature of the Mayor or the Vice Mayor on the Interlocal Agreement.

SECTION 6. APPROVAL OF AGENCY'S ACTIONS; NO IMPAIRMENT.

(A) The City hereby authorizes the actions to be taken by the Agency with respect to its adoption of the CRA Resolution.

(B) So long as any indebtedness of the Agency is outstanding under the Loan Agreements (a) the pledging of the Pledged Funds in the manner provided in the Loan Agreements shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution, agreement or other proceedings of the City, and (b) the City will not cause or allow the boundaries of the Redevelopment Area to be decreased or the Agency to cease to exist or to shorten the scheduled sunset provision with respect to the Agency's existence without the prior written consent of the Lender.

SECTION 7. 2026A NOTE AS "QUALIFIED TAX-EXEMPT OBLIGATION." The 2026A Note is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City, the Agency, and any issuer of "tax exempt" debt that issues "on behalf of" the City do not reasonably expect, in the aggregate, during calendar year 2026, to issue more than $10,000,000 of "tax-exempt obligations" including the 2026A Note, exclusive of any private activity bonds as defined in section 141(a) of the Code (except for qualified 501(c)(3) bonds as defined in Section 145 of the Code). The principal amount of the 2026A Note will not be in excess of $10,000,000.

SECTION 8. LIMITED OBLIGATIONS. The Notes, when delivered by the Agency pursuant to the terms of the Loan Agreements, shall not be or constitute an indebtedness of the Agency or the City, the County, the State or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely as provided in the Loan Agreements. No holder of the Notes shall ever have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form on any property therein to pay the Notes or the interest thereon. The Notes are special and limited obligations secured by and payable as to principal and interest from the Pledged Funds.

SECTION 9. GENERAL AUTHORITY. The members of the Commission, the City's officers, counsel, agents and officials are hereby authorized to do all acts and things required of them consistent with the requirements of this Resolution, the CRA Resolution, the Loan Agreements, the Interlocal Agreement and any other document relating to the matters described herein for the full punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the CRA Resolution, the Loan Agreements, the Interlocal Agreement and such other documents.

SECTION 10. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions contained herein shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof and shall in no way affect the validity of any of the other provisions of this Resolution.

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

(SIGNATURE PAGE TO FOLLOW)

PASSED AND ADOPTED by the City Commission of the City of Bartow, Florida, on March 2, 2026.

(SEAL)

CITY OF BARTOW, FLORIDA

ATTEST:

By:_____
Title: Mayor

By:_____
City Clerk

#532175077_v9 069364.00003

EXHIBIT A

FORM OF 2026A LOAN AGREEMENT

LOAN AGREEMENT

BETWEEN

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BARTOW, FLORIDA

AND

SOUTHSTATE BANK, N.A.

Dated March [_____], 2026

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BARTOW, FLORIDA
$[_____]
REDEVELOPMENT REVENUE NOTE, SERIES 2026A

This **LOAN AGREEMENT** is made and entered into as of March [_____], 2026, by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA**, a Florida community redevelopment agency duly organized and validly existing under the laws of the State of Florida, and its successors and assigns (the "Agency"), and **SOUTHSTATE BANK, N.A.**, a national banking association, organized under the laws of the United States of America and authorized to do business in the State of Florida and its successors and assigns (the "Lender");

W I T N E S S E T H:

WHEREAS, the Agency is authorized by provisions of Part III, Chapter 163, Florida Statutes (collectively, the "Act") to, among other things, (i) acquire, construct, equip, own, sell, lease, operate and maintain various capital improvements and public facilities to promote the purposes of the Act and the welfare and economic prosperity of the residents of the City of Bartow, Florida (the "City"), and (ii) borrow money to finance and refinance the acquisition, construction equipping and maintenance of such capital improvements and public facilities; and

WHEREAS, the Agency desires to purchase properties located in that area of the City that has been designated as in need of rehabilitation, redevelopment, revitalization and conservation, all in the interest of public health, safety, morals and welfare of the residents of the City pursuant to various enacted ordinances (the "Redevelopment Area") for economic development within the Redevelopment Area and to make certain other capital improvements in the Redevelopment Area; and

WHEREAS, the Agency finds it necessary and in the best interests of the Agency and the City to finance all or a portion of the costs relating to the acquisition of the herein described Project; and

WHEREAS, the Agency finds that the Project will serve a paramount public purpose under the Act; and

WHEREAS, the Lender is willing to make a term loan to the Agency, and the Agency is willing to incur such loan and issue its Redevelopment Revenue Note, Series 2026A (the "2026A Note"), pursuant to the terms and provisions of this Agreement in a principal amount of $[_____] to finance costs of the Project and pay the cost of issuance of the 2026A Note, the form of which is attached hereto as Exhibit "A."

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE** as follows:

ARTICLE I

DEFINITION OF TERMS

SECTION 1.01. DEFINITIONS. The words and terms used in this Agreement shall have the meanings as set forth in the herein defined Resolution, unless otherwise defined herein. Unless the context shall otherwise require, the following words and terms as used in this Agreement shall have the following meanings:

"**Additional Obligations**" means obligations issued or incurred at any time on a parity with the Notes. Additional Obligations may include bonds, notes or other evidences of indebtedness, capitalized leases or other contractual obligations of the Agency secured by the Pledged Funds on a parity with the Notes or other Additional Obligations hereafter issued.

"**Agency Obligations**" means the 2026A Note, the 2026B Note and any subsequently issued or incurred Additional Obligations.

"**Agreement**" means this Loan Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"**Business Day**" means any day which is not a Saturday, Sunday or other day on which the Lender is authorized or required to be closed.

"**City Resolution**" means Resolution No. 26-4255-R adopted by the City on March 2, 2026 authorizing the Agency to enter into this Agreement and the Interlocal Agreement, and to issue the 2026A Note to the Lender.

"**Debt Service Coverage Ratio**" shall mean the ratio of the sum of Tax Increment Revenues received by the Agency in the applicable Fiscal Year divided by the maximum annual debt service due on the Notes and any Additional Obligations, including, for purposes of Section 2.07, the Additional Obligations proposed to be issued.

"**Debt Service Fund**" means the Agency's Debt Service Fund established under the Resolution.

"**Default Rate**" means a rate equal to the sum of (i) the otherwise applicable Interest Rate plus (ii) 3.00%; provided, however, in no event will the Default Rate exceed the maximum rate permitted by law.

"**Determination of Taxability**" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that interest paid or payable on the 2026A Note is or was includable in the gross income of a Lender for federal income tax purposes due to the action or inaction of the Agency; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Agency has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Lender, and until the conclusion of any appellate review, if sought.

"**Fiscal Year**" means a year commencing on October 1, of such year and ending on September 30, of the following year.

"**Interest Payment Dates**" means each April 1 and October 1 of each year, commencing October 1, 2026.

"**Interest Rate**" means a fixed rate of 4.35% per annum, subject to adjustment to the Taxable Rate upon a Determination of Taxability and to the Default Rate upon an Event of Default as provided herein.

"**Interlocal Agreement**" means the Interlocal Agreement by and between the City and the Agency, dated as of March [_____], 2026, pursuant to which, among other matters but subject to the terms set forth therein, the City covenants to budget and appropriate Non-Ad Valorem Revenues (as defined therein) to make certain payments in regard to the Notes.

"**Loan**" means a loan to the Agency in an amount of the Loan Amount at the Interest Rate for the purpose of financing the Project to be evidenced by this Agreement.

"**Loan Amount**" means $[_____].

"**Maturity Date**" means April 1, 2046.

"**2026B Note**" means the Agency's Redevelopment Revenue Note, Series 2026B (Federally Taxable).

"Note Counsel" means Holland & Knight LLP, its successors and assigns.

"Notes" means, collectively, the 2026A Note and the 2026B Note.

"**Pledged Funds**" means (a) all of the Tax Increment Revenues that are legally available to make payments hereunder, and on the Agency Obligations, (b) to the extent necessary, the Non-Ad Valorem Revenues (as defined in the Interlocal Agreement) payable by the City under the Interlocal Agreement and deposited into the Debt Service Fund, and (c) until applied in accordance with the provisions of the Resolution and this Agreement, all moneys, including investments thereof, in the Debt Service Fund, Revenue Fund, and Project Account (including all investment securities on deposit therein).

"**Principal Payment Dates**" means each April 1, commencing on April 1, 2027 and ending on the Maturity Date.

"**Project**" means the acquisition of various properties located within the Redevelopment Area and other related capital improvements in the Redevelopment Area.

"**Project Account**" means the Community Redevelopment Agency of the City of Bartow, Florida –Project Account, Series 2026A.

"**Resolution**" means CRA Resolution No. 2026-02-R adopted by the Agency on March 4, 2026.

"**Revenue Fund**" means the Redevelopment Trust Fund or such other fund hereafter created by the Agency which Tax Increment Revenues deposited into the Redevelopment Trust Fund shall be deposited.

"**State**" means the State of Florida.

"**Tax Increment Revenues**" means the tax increment as described in section 163.387, Florida Statutes, received annually by the Agency and deposited to the Redevelopment Trust Fund and proceeds thereof.

"**Taxable Rate**" means upon a Determination of Taxability, the interest rate per annum that shall provide the Lender with the same after tax yield that the Lender would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Lender as a result of such Determination of Taxability.

SECTION 1.02. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 1.03. TITLES AND HEADINGS. The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR THE 2026A NOTE

SECTION 2.01. REPRESENTATIONS AND COVENANTS BY THE AGENCY. The Agency represents, warrants and covenants that:

(a) The Agency is a community redevelopment agency duly organized and validly existing under the laws of the State. Pursuant to the Resolution, the Agency has duly authorized the execution and delivery of this Agreement, the performance by the Agency of all of its obligations hereunder and thereunder, and the issuance of the 2026A Note in the principal amount of $[_____].

(b) The Agency has complied with all of the provisions of the Florida Constitution and laws of the State, including the Act, and has full power and authority to enter into and consummate all transactions contemplated by the Resolution, the Interlocal

Agreement, this Agreement and the 2026A Note, and to perform all of its obligations under the Resolution, the Interlocal Agreement, hereunder and under the 2026A Note and, the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, or to the best knowledge of the Agency, any agreement, instrument or commitment to which the Agency is a party or by which the Agency is bound.

(c) The Agency is duly authorized and entitled to adopt the Resolution, issue the 2026A Note and enter into this Agreement and the Interlocal Agreement and, when issued in accordance with the terms of the Resolution and this Agreement, the 2026A Note, this Agreement and the Interlocal Agreement will each constitute legal, valid and binding obligations of the Agency enforceable in accordance with their respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(d) There are no actions, suits or proceedings pending or, to the best knowledge of the Agency, threatened against or affecting the Agency, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the Agency to perform the Agency's obligations under this Agreement, the Interlocal Agreement or the 2026A Note, or which might result in any material adverse change in the financial conditions of the Agency or in any of its properties or assets.

(e) The Agency has the legal power and authority to pledge the Pledged Funds as described herein to pay debt service on the 2026A Note.

(f) Upon issuance of the 2026A Note, the Agency will have no Agency Obligations outstanding other than the Notes.

(g) Within 270 days after the close of each Fiscal Year commencing on September 30, 2026, the Agency will provide the Lender with a copy of the annual audited financial statements of the City, including all standard statements for an annual report, prepared by a certified public accountant or the Agency will make such statements available on its public website by such date. Such annual financial statements will include audited financial statements of the Agency. The annual budget of the Agency will be provided to the Lender within thirty (30) days of adoption, commencing with the adopted budget for Fiscal Year 2027, or the Agency will make such budget available on its public website by such date. With reasonable promptness the Agency shall provide such other financial information as may be reasonably requested by the Lender from time to time.

(h) The Agency shall not amend, change or modify the Resolution or the Interlocal Agreement without the prior written consent of the Lender.

SECTION 2.02. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE LENDER. The Lender hereby represents, warrants and agrees that it is authorized to execute and deliver this Agreement and to perform its obligations hereunder.

SECTION 2.03. NOTE NOT TO BE INDEBTEDNESS OF THE AGENCY, CITY OR STATE. The 2026A Note, when delivered by the Agency pursuant to the terms of this

Agreement, shall not be or constitute an indebtedness of the Agency or the City, the State or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely as herein provided. The Lender shall never have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form on any property therein to pay the 2026A Note or the interest thereon. The 2026A Note is a special and limited obligation secured by and payable as to principal and interest from the Pledged Funds. The Agency has no taxing power.

SECTION 2.04. SECURITY. The payment of the principal of and interest on and other payment obligations with respect to the 2026A Note, the 2026B Note, and any subsequently issued or incurred Additional Obligations shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds as set forth in the Resolution.

SECTION 2.05. DEBT SERVICE FUND. The Agency covenants to deposit moneys in the Debt Service Fund in accordance with Section 10 of the Resolution.

SECTION 2.06. PAYMENT COVENANT. The Agency covenants that it shall duly and punctually pay from the Pledged Funds the principal of and interest on the 2026A Note at the dates and place and in the manner provided herein and in the 2026A Note according to the true intent and meaning thereof and all other amounts due under this Agreement. The Agency shall pay the principal of and interest on and other payment obligations with respect to the 2026A Note and any other outstanding Agency Obligations from the Pledged Funds prior to paying any other obligations of the Agency.

SECTION 2.07. ISSUANCE OF ADDITIONAL OBLIGATIONS. The Agency may not issue Additional Obligations unless the Debt Service Coverage Ratio for the Fiscal Year immediately preceding the date of issuance of the Additional Obligations is at least equal to 1.50.

SECTION 2.08. NO IMPAIRMENT; RECEIPT OF TAX INCREMENT REVENUES. The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution, agreement or other proceedings of the Agency. The Agency covenants to do all things necessary or required on its part by the Act or other applicable provisions of the law, to maintain the levy, collection and receipt of the Tax Increment Revenues by the Agency. The Agency shall exercise all legally available remedies to enforce such levy, collection and receipt now or hereafter available under law. Without limiting the generality of the foregoing, the Agency agrees not to cause or allow the boundaries of the Redevelopment Area to be decreased or the Agency to cease to exist or to shorten the scheduled sunset provisions with respect to the Agency's existence without the prior written consent of the Lender.

SECTION 2.09. TAX COVENANT.

(a) The Agency covenants to the Lender that the Agency will not make any use of the proceeds of the 2026A Note at any time during the term of the 2026A Note which would cause such 2026A Note to be an "arbitrage bond" within the meaning of the Internal Revenue Code, as amended (the "Code"). The Agency will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder

necessary to ensure the exclusion of interest on the 2026A Note from the gross income of the holders thereof for purposes of federal income taxation.

(b) The Agency shall at all times do and perform all acts and things permitted by law and this Agreement which are necessary or desirable in order to assure that interest paid on the 2026A Note will be excludable from gross income for purposes of federal income taxes and shall take no action that would result in such interest not being so excludable.

(c) The Agency shall pay or cause to be paid to the United States Government any amounts required by Section 148(f) of the Code and the regulations thereunder (the "Regulations"). In order to ensure compliance with the rebate provisions of Section 148(f) of the Code with respect to the 2026A Note, the Agency hereby creates the "Rebate Fund" (hereinafter the "Rebate Fund") to be held by the Agency. The Rebate Fund need not be maintained so long as the Agency timely satisfies its obligation to pay any rebatable earnings to the United States Treasury; however, the Agency may, as an administrative convenience, maintain and deposit funds in the Rebate Fund from time to time. Any moneys held in the Rebate Fund shall not be considered Pledged Funds and shall not be pledged in any manner for the benefit of the holder of the 2026A Note. Moneys in the Rebate Fund (including earnings and deposits therein) shall be held for future payment to the United States Government as required by the Regulations and as set forth in instructions of Note Counsel delivered to the Agency upon issuance of such 2026A Note.

SECTION 2.10. NOTICES OF EVENTS OF DEFAULT. The Agency shall provide written notice to the Lender within five (5) Business Days of knowledge of an Event of Default or a default that the passage of time or giving of notice would be an Event of Default.

SECTION 2.11. DEPOSITORY RELATIONSHIP. So long as the 2026A Note is outstanding, the Agency shall maintain all of its existing banking services, including checking and savings accounts, with the Lender. The Agency will be required to open the accounts within ninety (90) days following the closing on the 2026A Note.

SECTION 2.12. LENDER'S INTERLOCAL AGREEMENT ENFORCEMENT RIGHTS. Notwithstanding that the Lender is not a party to the Interlocal Agreement, the City and the Agency expressly acknowledged and agreed in the Interlocal Agreement that the Lender shall be entitled to enforce the City's obligations under the Interlocal Agreement and shall be a third-party beneficiary thereof.

ARTICLE III

DESCRIPTION OF NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

SECTION 3.01. DESCRIPTION OF THE 2026A NOTE.

(a) The Agency hereby authorizes the issuance and delivery of the 2026A Note to the Lender, which Note shall be in an amount equal to $[_____] and shall be designated as the "Community Redevelopment Agency of the City of Bartow, Florida

Redevelopment Revenue Note, Series 2026A." The text of the 2026A Note shall be substantially in the form attached hereto as Exhibit A. The provisions of the form of the 2026A Note are hereby incorporated in this Agreement.

(b) The 2026A Note shall be dated the date of its delivery. The 2026A Note shall be issued in the denomination equal to its outstanding principal amount. The 2026A Note shall be executed in the name of the Agency by the manual signature of the Chair or Vice-Chair, countersigned by the manual signature of the Executive Director. In case any one or more of the officers who shall have signed or sealed the 2026A Note shall cease to be such officer of the Agency before the 2026A Note so signed shall have been actually delivered, such 2026A Note may nevertheless be delivered as herein provided and may be issued as if the person who signed such 2026A Note had not ceased to hold such office.

(c) The 2026A Note shall bear interest from its date of issuance at the Interest Rate (calculated on a 30/360 day count basis) as the same may be adjusted pursuant to Section 3.01(d) hereof. Interest on the 2026A Note shall be payable semiannually on April 1 and October 1 of each year, commencing October 1, 2026 (each an "Interest Payment Date") so long as the 2026A Note remains outstanding hereunder. Principal of the 2026A Note shall be payable annually on April 1 of each year, commencing April 1, 2027 (each a "Principal Payment Date"), through and including the final Maturity Date. The scheduled principal payments shall be set forth in the 2026A Note.

(d) Upon a Determination of Taxability, the Interest Rate on the 2026A Note shall be the Taxable Rate and such Taxable Rate shall apply to the Series 2026A Note as of the date interest on the Series 2026A Note is deemed to be subject to federal income taxation. Upon a Determination of Taxability, the Agency shall also pay to the Lender all penalties, interest, fees or costs for which the Lender is liable as a result of such Determination of Taxability. Upon an Event of Default, the Interest Rate on the 2026A Note shall be the Default Rate.

(e) All payments of principal of and interest on the 2026A Note shall be payable in any coin or currency of the United States which, at the time of payment, is legal tender for the payment of public and private debts and shall be made to the Lender in immediately available funds by (i) wire transfer, (ii) auto debit, or (iii) by delivering to the Lender no later than the applicable Interest Payment Date or Principal Payment Date a check or draft of the Agency, or in such other manner as the Agency and the Lender shall agree upon in writing. If any Interest Payment Date or Principal Payment Date is not a Business Day, the corresponding payment shall be due on the next succeeding Business Day as if made on the stated payment date.

(f) The Agency shall pay the legal fees of the Lender relating to the issuance of the Notes in a total amount not to exceed $15,000.

(g) The Lender may transfer the 2026A Note in whole, but not in part, to any "qualified institutional buyer" as defined under Rule 144A of the Securities Act of 1933, as amended, or an "accredited investor," as defined in Rule 501 of Regulation D, and to any affiliate or subsidiary of the Lender.

SECTION 3.02. OPTIONAL PREPAYMENT. On or after March [_____], 2029, the 2026A Note may be prepaid, without premium, in whole or in part, on any Business Day, together with the interest accrued thereon. Prior to March [_____], 2029, the 2026A Note may be prepaid, in whole or in part, on any Business Day subject to a prepayment fee of 1.50% of the principal amount being prepaid, together with the interest accrued thereon. All partial prepayments shall be applied in inverse order of maturity, treating amortization installments as maturities.

SECTION 3.03. DEFEASANCE. If the Agency shall pay or cause to be paid or there shall otherwise be paid to the Lender the principal and interest, plus accrued interest and premium, if any, due or to become due on the 2026A Note, at the times and in the manner stipulated therein and in this Agreement, then all covenants, agreements and other obligations of the Agency to the Lender shall thereupon cease, terminate and become void and be discharged and satisfied.

The 2026A Note shall be deemed to have been paid within the meaning of this Section 3.03 if (a) in case the 2026A Note is to be prepaid prior to the maturity thereof, there shall have been taken all action necessary to call such Note for prepayment and notice of such prepayment shall have been duly given or provision shall have been made for the giving of such notice, and (b) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Agency either moneys in an amount which shall be sufficient, or non-callable direct obligations of the United Sates Treasury, in each case verified by an independent certified public accountant or nationally recognized company that provides verification services for municipal debt obligations to be in such amount that the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient, to pay the principal of, premium, if any, and interest due and to become due on the 2026A Note through and including the maturity date and/or redemption date, as applicable, thereof. The report of the verification agent shall be addressed to the Lender, together with the delivery of a defeasance opinion of bond counsel addressed to the Lender.

SECTION 3.04. LATE FEES. The Lender may, at its option, collect from the Agency a late charge of five percent (5%) of any payment not received by Lender within ten (10) days after the payment is due.

ARTICLE IV

CONDITIONS FOR ISSUANCE OF THE 2026A NOTE

SECTION 4.01. CONDITIONS FOR ISSUANCE; APPLICATIONS OF PROCEEDS.

(a) In connection with the issuance of the 2026A Note, the Lender shall not be obligated to purchase the 2026A Note pursuant to this Agreement unless at or prior to the issuance thereof the Agency delivers to the Lender the following items in form and substance acceptable to the Lender:

(i) An opinion of Note Counsel in form and substance to the effect that the 2026A Note has been duly authorized by the Agency and is an enforceable obligation in

accordance with its terms (enforceability of it may be subject to standard bankruptcy exceptions and the like), interest on the 2026A Note is excludable from gross income for federal income tax purposes, the 2026A Note is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code, and the 2026A Note is exempt from registration under the Securities Act of 1933, as amended and this Agreement is exempt from the Trust Indenture Act of 1939.

(ii) An opinion of counsel to the Agency and the City each in a form and substance acceptable to the Agency and the Lender.

(iii) Certified copies of the Resolution and the City Resolution.

(iv) Certified copy of Ordinance No. 1547-A of the City creating the Agency.

(v) Certified copy of Ordinance No. 1548-A of the City creating the Redevelopment Trust Fund.

(vi) Certified copy of the Redevelopment Plan of the Agency.

(vii) Certified copy of Resolution 07-3630-R amending the boundary of the Redevelopment Area.

(viii) Such additional certificates, instruments, opinions and other documents as the Lender, Note Counsel, or the counsel to the Agency may deem necessary or appropriate.

(ix) An executed copy of the Interlocal Agreement.

(b) The Agency shall deposit the proceeds of the 2026A Note into the Project Account to finance the Project and pay the cost of issuance of the 2026A Note.

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

SECTION 5.01. EVENTS OF DEFAULT. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The Agency shall fail to make timely payment of principal or interest then due hereunder or under the 2026A Note with respect to the 2026A Note or any other Agency Obligations;

(b) Any representation or warranty of the Agency contained in this Agreement shall prove to be untrue in any material respect;

(c) Any covenant of the Agency contained in this Agreement shall be breached or violated for a period of thirty (30) days after the earlier of (i) the Agency's notice of such breach or violation, unless the Lender shall agree in writing, in its sole discretion, to an

extension of such time prior to its expiration, or (ii) when the Agency was required to notify the Lender of such breach or violation in accordance with Section 6.06 hereof; provided, however, that if such breach or violation is capable of being cured, the Agency shall have an additional sixty (60) days to cure the breach or violation;

(d) The Agency defaults with respect to the 2026B Note;

(e) There shall occur the dissolution or liquidation of the Agency, or the filing by the Agency of a voluntary petition in bankruptcy, or the commission by Agency of any act of bankruptcy, or adjudication of the Agency as a bankrupt, or assignment by the Agency for the benefit of its creditors, or appointment of a receiver for the Agency, or the entry by the Agency into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Agency in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter amended;

(f) The Agency admits in writing its inability to pay its debts generally as they become due or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(g) An order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Agency, a receiver or trustee of the Agency or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

SECTION 5.02. REMEDIES. If any event of default shall have occurred and be continuing, the Lender or any trustee or receiver acting for the Lender may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State, or granted and contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the Agency or by any officer thereof; provided, however, except as stated herein, that neither the Lender nor any trustee or receiver shall have the right to declare the 2026A Note immediately due and payable. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Upon an Event of Default, the Interest Rate on the 2026A Note shall immediately be increased to the Default Rate, effective as of the date of such default. In the event the Agency grants the holder of any Additional Obligation the right to declare the entire amount of such Additional Obligation immediately due and payable upon an event of default thereunder, the Agency shall grant the same right to the Lender. If an Event of Default under Section 5.01(a) occurs then the Lender shall have the right to declare the 2026A Note immediately due and payable. The Agency shall be liable for all reasonable costs incurred by the Lender in the enforcement of its remedies hereunder which costs shall be documented and provided to the Agency. Notwithstanding any other provision contained herein, a breach by the Agency of any covenant, representation, or warranty contained in Section

2.09 hereof (collectively, the "Tax Covenants") shall not constitute an Event of Default under this Agreement. In the event of any such breach, the sole remedy available to the Lender shall be an automatic adjustment of the interest rate on the 2026A Note to the Taxable Rate, effective as of the date the 2026A Note first loses, or is reasonably determined by the Lender to have lost, its tax-exempt status as a result of such breach, together with retroactive interest, penalties and other fees and costs associated therewith. No acceleration, enforcement action, or exercise of any other default remedy shall be permitted with respect to a breach of the Tax Covenants.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. AMENDMENTS, CHANGES OR MODIFICATIONS TO THE AGREEMENT. This Agreement shall not be amended, changed or modified without the prior written consent of the Lender and the Agency. Any amendments to this Agreement shall be contained in a written document executed by both parties.

SECTION 6.02. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 6.03. SEVERABILITY. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

SECTION 6.04. TERM OF AGREEMENT. This Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as any amounts due hereunder or under the 2026A Note are outstanding, except as otherwise provided in Section 3.03 hereof.

SECTION 6.05. NO ADVISORY OR FIDUCIARY ROLE. The Agency acknowledges and agrees that: (i) the Lender has not assumed any advisory or fiduciary responsibility to the Agency with respect to the transactions contemplated by this Agreement and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender or any of its affiliates has provided other services or is currently providing other services to the Agency on other matters); (ii) the only obligations the Lender has to the Agency with respect to the transactions contemplated by this Agreement are expressly set forth in this Agreement; and (iii) the Agency has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent that it has deemed appropriate.

SECTION 6.06. NOTICE OF CHANGES IN FACT. Within five (5) Business Days of the Agency becoming aware of the same, the Agency will notify the Lender of any default or event which, with notice or lapse of time or both, could become a default under this Agreement,

specifying in each case the nature thereof and what action the Agency has taken, is taking and/or proposed to take with respect thereto.

SECTION 6.07. NOTICES. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to the Agency, Community Redevelopment Agency of the City of Bartow, Florida, 450 North Wilson Avenue, Bartow, Florida 33830, Attention: Chair, and to the Lender, SouthState Bank, N.A., 200 East Las Olas Boulevard, Suite 1750, Fort Lauderdale, Florida 33301, Attention: Noel M. Daluise, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

SECTION 6.08. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the Agency and the Lender and their respective successors and assigns, and there shall be no third-party beneficiary with respect thereto.

SECTION 6.09. APPLICABLE LAW. This Agreement and the 2026A Note shall be governed by the laws of the State.

SECTION 6.10. WAIVER OF JURY TRIAL. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Agreement or the 2026A Note.

SECTION 6.11. INCORPORATION BY REFERENCE. All of the terms and obligations of the Resolution are hereby incorporated herein by reference as if said Resolution was fully set forth in this Agreement and the 2026A Note.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of March [_____], 2026.

(SEAL)

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA

By:_____
Name: Gordon Greene
Title: Chair

SOUTHSTATE BANK, N.A.

By:_____
Name: Noel M. Daluise
Title: Senior Vice President

Signature Page to Loan Agreement (2026A Note)

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EXHIBIT A

FORM OF NOTE

THIS NOTE MAY BE EXCHANGED IN WHOLE, BUT NOT IN PART, AND ONLY TO AN AFFILIATE OF THE HOLDER OR A "QUALIFIED INSTITUTIONAL BUYER" AS THAT TERM IS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED

$[_____]

UNITED STATES OF AMERICA
STATE OF FLORIDA
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BARTOW, FLORIDA
REDEVELOPMENT REVENUE NOTE, SERIES 2026A

Interest Rate	Maturity Date	Dated Date
4.35% (Subject to Adjustment)	April 1, 2046	March [_____], 2026

Holder: SOUTHSTATE BANK, N.A.

Principal Amount: [_____] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA (the "Agency"), for value received, hereby promises to pay, from the Pledged Funds described in the within mentioned Agreement, to the order of SouthState Bank, N.A., or its successors or assigns (the "Lender"), pursuant to that certain Loan Agreement by and between the Lender and the Agency, dated March [_____], 2026 (the "Agreement"), the Principal Amount as set forth above and to pay interest on the outstanding principal amount hereof from the date of issuance set forth above, or from the most recent date to which interest has been paid, at the Interest Rate per annum identified above (subject to adjustment as provided in the Agreement) on April 1 and October 1 of each year, commencing on October 1, 2026, so long as any amount under this Note remains outstanding. Principal of this Note shall be payable on April 1 of each year, commencing on April 1, 2027, through and including the Maturity Date identified above in the amounts set forth on Appendix I attached hereto. The principal and interest on this Note is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. No presentment shall be required for any payment on this Note except upon final maturity or prepayment in full.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Part III, Chapter 163, Florida Statutes (the "Act") and pursuant to CRA Resolution No. 2026-02-R duly adopted by the Agency on March 4, 2026 (the "Resolution"), as such Resolution may be amended and supplemented from time to time,

and is subject to all terms and conditions of the Resolution and the Agreement. Any term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

This Note is being issued to finance the Project and pay the cost of issuance of the 2026A Note. This Note is secured by and shall be payable from the Pledged Funds to the extent and as described in the Agreement and the Resolution.

This Note shall bear interest at the Interest Rate identified above on a 30/360 day count basis. Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

All payments made by the Agency hereon shall apply first to accrued interest, and then to the principal amount then due on this Note.

This Note shall be subject to prepayment in accordance with Section 3.02 of the Agreement.

The Lender may transfer this Note in whole, but not in part, to any "qualified institutional buyer" as defined under Rule 144A of the Securities Act of 1933, as amended, or an "accredited investor," as defined in Rule 501 of Regulation D, and to any affiliate or subsidiary of the Lender.

This Note, when delivered by the Agency pursuant to the terms of the Agreement and the Resolution, shall not be or constitute an indebtedness of the Agency, the City, or of the State, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable from and secured solely by the Pledged Funds, in the manner and to the extent provided in the Agreement and the Resolution. The Lender shall never have the right to compel the exercise of the ad valorem taxing power of the City, or the State, or taxation in any form of any property therein to pay this Note or the interest thereon. The Agency has no taxing power.

The Agency has the right to issue Additional Obligations (as defined in the Agreement) on parity with this Note subject to the conditions set forth in Section 2.07 of the Agreement.

This Note is issued in connection with the financing of the Project which was provided to finance community redevelopment, as defined in the Act, and pursuant to the Act, this Note shall be conclusively deemed to have been issued for such purpose, and the projects financed with the proceeds of this Note shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of the Act.

This Note shall be and have all the qualities and incidents of a negotiable instrument under the commercial laws and the Uniform Commercial Code of the State of Florida, subject to any provisions for registration and transfer contained in the Agreement. So long as any of this Note shall remain outstanding, the Agency shall maintain and keep books for the registration and transfer of this Note.

IN WITNESS WHEREOF, the Agency caused this Note to be signed by the manual signature of the Chair and attested by the manual signature of the Executive Director, and this Note to be dated the date of issuance set forth above.

(SEAL)

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA

By:_____
Name: Gordon Greene
Title: Chair

ATTEST:

By:_____
Name: C. Howard Smith
Title: Executive Director

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note in the books kept by the Agency for the registration thereof, with full power of substitution in the premises.

Date: _____

_____
SOCIAL SECURITY NUMBER OR FEDERAL IDENTIFICATION NUMBER OF ASSIGNEE

_____
NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Note in every particulate, or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as tenants in common UNIFORM TRANS MIN ACT - _____ Custodian for _____(Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State).

Additional abbreviations may also be used
though not in the above list.

Name and address of assignee for payment and notice purposes:

Notice: _____
_____
_____

Payment: _____
_____
_____

Date: _____

Assignee: _____
By: _____
Title: _____

Appendix I

PRINCIPAL PAYMENT SCHEDULE

Period Ending (April 1)	Principal Amount
	$

EXHIBIT B

FORM OF 2026B LOAN AGREEMENT

LOAN AGREEMENT

BETWEEN

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BARTOW, FLORIDA

AND

SOUTHSTATE BANK, N.A.

Dated March [_____], 2026

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BARTOW, FLORIDA
[_____]
REDEVELOPMENT REVENUE NOTE, SERIES 2026B (FEDERALLY TAXABLE)

This **LOAN AGREEMENT** is made and entered into as of March [_____], 2026, by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA**, a Florida community redevelopment agency duly organized and validly existing under the laws of the State of Florida, and its successors and assigns (the "Agency"), and **SOUTHSTATE BANK, N.A.**, a national banking association, organized under the laws of the United States of America and authorized to do business in the State of Florida and its successors and assigns (the "Lender");

W I T N E S S E T H:

WHEREAS, the Agency is authorized by provisions of Part III, Chapter 163, Florida Statutes (collectively, the "Act") to, among other things, (i) acquire, construct, equip, own, sell, lease, operate and maintain various capital improvements and public facilities to promote the purposes of the Act and the welfare and economic prosperity of the residents of the City of Bartow, Florida (the "City"), and (ii) borrow money to finance and refinance the acquisition, construction, equipping and maintenance of such capital improvements and public facilities; and

WHEREAS, the Agency desires to purchase properties located in that area of the City that has been designated as in need of rehabilitation, redevelopment, revitalization and conservation, all in the interest of public health, safety, morals and welfare of the residents of the City pursuant to various enacted ordinances (the "Redevelopment Area") for economic development within the Redevelopment Area and to make certain other capital improvements in the Redevelopment Area; and

WHEREAS, the Agency finds it necessary and in the best interests of the Agency and the City to finance all or a portion of the costs relating to the acquisition of the herein described Project; and

WHEREAS, the Agency finds that the Project will serve a paramount public purpose under the Act; and

WHEREAS, the Lender is willing to make a term loan to the Agency, and the Agency is willing to incur such loan and issue its Redevelopment Revenue Note, Series 2026B (Federally Taxable) (the "2026B Note"), pursuant to the terms and provisions of this Agreement in a principal amount of [_____] to finance costs of the Project and pay the cost of issuance of the 2026B Note, the form of which is attached hereto as Exhibit "A."

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE** as follows:

ARTICLE I

DEFINITION OF TERMS

SECTION 1.01. DEFINITIONS. The words and terms used in this Agreement shall have the meanings as set forth in the herein defined Resolution, unless otherwise defined herein. Unless the context shall otherwise require, the following words and terms as used in this Agreement shall have the following meanings:

"**Additional Obligations**" means obligations issued or incurred at any time on a parity with the Notes. Additional Obligations may include bonds, notes or other evidences of indebtedness, capitalized leases or other contractual obligations of the Agency secured by the Pledged Funds on a parity with the Notes or other Additional Obligations hereafter issued.

"**Agency Obligations**" means the 2026A Note, the 2026B Note and any subsequently issued or incurred Additional Obligations.

"**Agreement**" means this Loan Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"**Business Day**" means any day which is not a Saturday, Sunday or other day on which the Lender is authorized or required to be closed.

"**City Resolution**" means Resolution No. 26-4255-R adopted by the City on March 2, 2026 authorizing the Agency to enter into this Agreement and the Interlocal Agreement, and to issue the 2026B Note to the Lender.

"**Debt Service Coverage Ratio**" shall mean the ratio of the sum of Tax Increment Revenues received by the Agency in the applicable Fiscal Year divided by the maximum annual debt service due on the Notes and any Additional Obligations, including, for purposes of Section 2.07, the Additional Obligations proposed to be issued.

"**Debt Service Fund**" means the Agency's Debt Service Fund established under the Resolution.

"**Default Rate**" means a rate equal to the sum of (i) the otherwise applicable Interest Rate plus (ii) 3.00%; provided, however, in no event will the Default Rate exceed the maximum rate permitted by law.

"**Fiscal Year**" means a year commencing on October 1, of such year and ending on September 30, of the following year.

"**Interest Payment Dates**" means each April 1 and October 1 of each year, commencing October 1, 2026.

"**Interest Rate**" means a fixed rate of 5.50% per annum, subject to adjustment to the Default Rate upon an Event of Default as provided herein.

"**Interlocal Agreement**" means the Interlocal Agreement by and between the City and the Agency, dated as of March [_____], 2026, pursuant to which, among other matters but subject to the terms set forth therein, the City covenants to budget and appropriate Non-Ad Valorem Revenues (as defined therein) to make certain payments in regard to the Notes.

"**Loan**" means a loan to the Agency in an amount of the Loan Amount at the Interest Rate for the purpose of financing the Project to be evidenced by this Agreement.

"**Loan Amount**" means [_____].

"**Maturity Date**" means April 1, 2046.

"**2026A Note**" means the Agency's Redevelopment Revenue Note, Series 2026A.

"Note Counsel" means Holland & Knight LLP, its successors and assigns.

"Notes" means, collectively, the 2026A Note and the 2026B Note.

"**Pledged Funds**" means (a) all of the Tax Increment Revenues that are legally available to make payments hereunder, and on the Agency Obligations, (b) to the extent necessary, the Non-Ad Valorem Revenues (as defined in the Interlocal Agreement) payable by the City under the Interlocal Agreement and deposited into the Debt Service Fund, and (c) until applied in accordance with the provisions of the Resolution and this Agreement, all moneys, including investments thereof, in the Debt Service Fund, Revenue Fund, and Project Account (including all investment securities on deposit therein).

"**Principal Payment Dates**" means each April 1, commencing on April 1, 2027 and ending on the Maturity Date.

"**Project**" means the acquisition of various properties located within the Redevelopment Area and other related capital improvements in the Redevelopment Area.

"**Project Account**" means the Community Redevelopment Agency of the City of Bartow, Florida –Project Account, Series 2026B.

"**Resolution**" means CRA Resolution No. 2026-02-R adopted by the Agency on March 4, 2026.

"**Revenue Fund**" means the Redevelopment Trust Fund or such other fund hereafter created by the Agency which Tax Increment Revenues deposited into the Redevelopment Trust Fund shall be deposited.

"**State**" means the State of Florida.

"**Tax Increment Revenues**" means the tax increment as described in section 163.387, Florida Statutes, received annually by the Agency and deposited to the Redevelopment Trust Fund and proceeds thereof.

SECTION 1.02. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 1.03. TITLES AND HEADINGS. The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR THE 2026B NOTE

SECTION 2.01. REPRESENTATIONS AND COVENANTS BY THE AGENCY. The Agency represents, warrants and covenants that:

(a) The Agency is a community redevelopment agency duly organized and validly existing under the laws of the State. Pursuant to the Resolution, the Agency has duly authorized the execution and delivery of this Agreement, the performance by the Agency of all of its obligations hereunder and thereunder, and the issuance of the 2026B Note in the principal amount of [_____].

(b) The Agency has complied with all of the provisions of the Florida Constitution and laws of the State, including the Act, and has full power and authority to enter into and consummate all transactions contemplated by the Resolution, the Interlocal Agreement, this Agreement and the 2026B Note, and to perform all of its obligations under the Resolution, the Interlocal Agreement, hereunder and under the 2026B Note and, the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, or to the best knowledge of the Agency, any agreement, instrument or commitment to which the Agency is a party or by which the Agency is bound.

(c) The Agency is duly authorized and entitled to adopt the Resolution, issue the 2026B Note and enter into this Agreement and the Interlocal Agreement and, when issued in accordance with the terms of the Resolution and this Agreement, the 2026B Note, this Agreement and the Interlocal Agreement will each constitute legal, valid and binding obligations of the Agency enforceable in accordance with their respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(d) There are no actions, suits or proceedings pending or, to the best knowledge of the Agency, threatened against or affecting the Agency, at law or in equity, or before or

by any governmental authority, that, if adversely determined, would materially impair the ability of the Agency to perform the Agency's obligations under this Agreement, the Interlocal Agreement or the 2026B Note, or which might result in any material adverse change in the financial conditions of the Agency or in any of its properties or assets.

(e) The Agency has the legal power and authority to pledge the Pledged Funds as described herein to pay debt service on the 2026B Note.

(f) Upon issuance of the 2026B Note, the Agency will have no Agency Obligations outstanding other than the Notes.

(g) Within 270 days after the close of each Fiscal Year commencing on September 30, 2026, the Agency will provide the Lender with a copy of the annual audited financial statements of the City, including all standard statements for an annual report, prepared by a certified public accountant or the Agency will make such statements available on its public website by such date. Such annual financial statements will include audited financial statements of the Agency. The annual budget of the Agency will be provided to the Lender within thirty (30) days of adoption, commencing with the adopted budget for Fiscal Year 2027, or the Agency will make such budget available on its public website by such date. With reasonable promptness the Agency shall provide such other financial information as may be reasonably requested by the Lender from time to time.

(h) The Agency shall not amend, change or modify the Resolution or the Interlocal Agreement without the prior written consent of the Lender.

SECTION 2.02. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE LENDER. The Lender hereby represents, warrants and agrees that it is authorized to execute and deliver this Agreement and to perform its obligations hereunder.

SECTION 2.03. NOTE NOT TO BE INDEBTEDNESS OF THE AGENCY, CITY OR STATE. The 2026B Note, when delivered by the Agency pursuant to the terms of this Agreement, shall not be or constitute an indebtedness of the Agency or the City, the State or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely as herein provided. The Lender shall never have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form on any property therein to pay the 2026B Note or the interest thereon. The 2026B Note is a special and limited obligation secured by and payable as to principal and interest from the Pledged Funds. The Agency has no taxing power.

SECTION 2.04. SECURITY. The payment of the principal of and interest on and other payment obligations with respect to the 2026B Note, the 2026A Note, and any subsequently issued or incurred Additional Obligations shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds as set forth in the Resolution.

SECTION 2.05. DEBT SERVICE FUND. The Agency covenants to deposit moneys in the Debt Service Fund in accordance with Section 10 of the Resolution.

SECTION 2.06. PAYMENT COVENANT. The Agency covenants that it shall duly and punctually pay from the Pledged Funds the principal of and interest on the 2026B Note at the dates and place and in the manner provided herein and in the 2026B Note according to the true intent and meaning thereof and all other amounts due under this Agreement. The Agency shall pay the principal of and interest on and other payment obligations with respect to the 2026B Note and any other outstanding Agency Obligations from the Pledged Funds prior to paying any other obligations of the Agency.

SECTION 2.07. ISSUANCE OF ADDITIONAL OBLIGATIONS. The Agency may not issue Additional Obligations unless the Debt Service Coverage Ratio for the Fiscal Year immediately preceding the date of issuance of the Additional Obligations is at least equal to 1.50.

SECTION 2.08. NO IMPAIRMENT; RECEIPT OF TAX INCREMENT REVENUES. The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution, agreement or other proceedings of the Agency. The Agency covenants to do all things necessary or required on its part by the Act or other applicable provisions of the law, to maintain the levy, collection and receipt of the Tax Increment Revenues by the Agency. The Agency shall exercise all legally available remedies to enforce such levy, collection and receipt now or hereafter available under law. Without limiting the generality of the foregoing, the Agency agrees not to cause or allow the boundaries of the Redevelopment Area to be decreased or the Agency to cease to exist or to shorten the scheduled sunset provisions with respect to the Agency's existence without the prior written consent of the Lender.

SECTION 2.09. NOTICES OF EVENTS OF DEFAULT. The Agency shall provide written notice to the Lender within five (5) Business Days of knowledge of an Event of Default or a default that the passage of time or giving of notice would be an Event of Default.

SECTION 2.10. DEPOSITORY RELATIONSHIP. So long as the 2026B Note is outstanding, the Agency shall maintain all of its existing banking services, including checking and savings accounts with the Lender. The Agency will be required to open the accounts within ninety (90) days following the closing on the 2026B Note.

SECTION 2.11. LENDER'S INTERLOCAL AGREEMENT ENFORCEMENT RIGHTS. Notwithstanding that the Lender is not a party to the Interlocal Agreement, the City and the Agency expressly acknowledged and agreed in the Interlocal Agreement that the Lender shall be entitled to enforce the City's obligations under the Interlocal Agreement and shall be a third-party beneficiary thereof.

ARTICLE III

DESCRIPTION OF NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

SECTION 3.01. DESCRIPTION OF THE 2026B NOTE.

(a) The Agency hereby authorizes the issuance and delivery of the 2026B Note to the Lender, which Note shall be in an amount equal to [_____], and shall be

designated as the "Community Redevelopment Agency of the City of Bartow, Florida Redevelopment Revenue Note, Series 2026B (Federally Taxable)." The text of the 2026B Note shall be substantially in the form attached hereto as Exhibit A. The provisions of the form of the 2026B Note are hereby incorporated in this Agreement.

(b) The 2026B Note shall be dated the date of its delivery. The 2026B Note shall be issued in the denomination equal to its outstanding principal amount. The 2026B Note shall be executed in the name of the Agency by the manual signature of the Chair or Vice-Chair, countersigned by the manual signature of the Executive Director. In case any one or more of the officers who shall have signed or sealed the 2026B Note shall cease to be such officer of the Agency before the 2026B Note so signed shall have been actually delivered, such 2026B Note may nevertheless be delivered as herein provided and may be issued as if the person who signed such 2026B Note had not ceased to hold such office.

(c) The 2026B Note shall bear interest from its date of issuance at the Interest Rate (calculated on a 30/360 day count basis) as the same may be adjusted pursuant to Section 3.01(d) hereof. Interest on the 2026B Note shall be payable semiannually on April 1 and October 1 of each year, commencing October 1, 2026 (each an "Interest Payment Date") so long as the 2026B Note remains outstanding hereunder. Principal of the 2026B Note shall be payable annually on April 1 of each year, commencing April 1, 2027 (each a "Principal Payment Date"), through and including the final Maturity Date. The scheduled principal payments shall be set forth in the 2026B Note.

(d) Upon an Event of Default, the Interest Rate on the 2026B Note shall be the Default Rate.

(e) All payments of principal of and interest on the 2026B Note shall be payable in any coin or currency of the United States which, at the time of payment, is legal tender for the payment of public and private debts and shall be made to the Lender in immediately available funds by (i) wire transfer, (ii) auto debit, or (iii) by delivering to the Lender no later than the applicable Interest Payment Date or Principal Payment Date a check or draft of the Agency, or in such other manner as the Agency and the Lender shall agree upon in writing. If any Interest Payment Date or Principal Payment Date is not a Business Day, the corresponding payment shall be due on the next succeeding Business Day as if made on the stated payment date.

(f) The Agency shall pay the legal fees of the Lender relating to the initial issuance of the Notes in a total amount not to exceed $15,000.

(g) The Lender may transfer the 2026B Note in whole, but not in part, to any "qualified institutional buyer" as defined under Rule 144A of the Securities Act of 1933, as amended or an "accredited investor," as defined in Rule 501 of Regulation D, and to any affiliate or subsidiary of the Lender.

SECTION 3.02. OPTIONAL PREPAYMENT. On or after March [_____], 2029, the 2026B Note may be prepaid, without premium, in whole or in part, on any Business Day, together with the interest accrued thereon. Prior to March [_____], 2029, the 2026B Note may be prepaid,

in whole or in part, on any Business Day subject to a prepayment fee of 1.50% of the principal amount being prepaid, together with the interest accrued thereon. All partial prepayments shall be applied in inverse order of maturity, treating amortization installments as maturities.

SECTION 3.03. DEFEASANCE. If the Agency shall pay or cause to be paid or there shall otherwise be paid to the Lender the principal and interest, plus accrued interest and premium, if any, due or to become due on the 2026B Note, at the times and in the manner stipulated therein and in this Agreement, then all covenants, agreements and other obligations of the Agency to the Lender shall thereupon cease, terminate and become void and be discharged and satisfied.

The 2026B Note shall be deemed to have been paid within the meaning of this Section 3.03 if (a) in case the 2026B Note is to be prepaid prior to the maturity thereof, there shall have been taken all action necessary to call such Note for prepayment and notice of such prepayment shall have been duly given or provision shall have been made for the giving of such notice, and (b) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Agency either moneys in an amount which shall be sufficient, or non-callable direct obligations of the United Sates Treasury, in each case verified by an independent certified public accountant or nationally recognized company that provides verification services for municipal debt obligations to be in such amount that the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient, to pay the principal of, premium, if any, and interest due and to become due on the 2026B Note through and including the maturity date and/or redemption date, as applicable, thereof. The report of the verification agent shall be addressed to the Lender, together with the delivery of a defeasance opinion of bond counsel addressed to the Lender.

SECTION 3.04. LATE FEES. The Lender may, at its option, collect from the Agency a late charge of five percent (5%) of any payment not received by Lender within ten (10) days after the payment is due.

ARTICLE IV

CONDITIONS FOR ISSUANCE OF THE 2026B NOTE

SECTION 4.01. CONDITIONS FOR ISSUANCE; APPLICATIONS OF PROCEEDS.

(a) In connection with the issuance of the 2026B Note, the Lender shall not be obligated to purchase the 2026B Note pursuant to this Agreement unless at or prior to the issuance thereof the Agency delivers to the Lender the following items in form and substance acceptable to the Lender:

(i) An opinion of Note Counsel in form and substance to the effect that the 2026B Note has been duly authorized by the Agency and is an enforceable obligation in accordance with its terms (enforceability of it may be subject to standard bankruptcy exceptions and the like), interest on the 2026B Note is not excludable from gross income for federal income tax purposes and the 2026B Note is exempt from registration under the

Securities Act of 1933, as amended and this Agreement is exempt from the Trust Indenture Act of 1939.

(ii) An opinion of counsel to the Agency and the City each in a form and substance acceptable to the Agency and the Lender.

(iii) Certified copies of the Resolution and the City Resolution.

(iv) Certified copy of Ordinance No. 1547-A of the City creating the Agency.

(v) Certified copy of Ordinance No. 1548-A of the City creating the Redevelopment Trust Fund.

(vi) Certified copy of the Redevelopment Plan of the Agency.

(vii) Certified copy of Resolution 07-3630-R amending the boundary of the Redevelopment Area.

(viii) Such additional certificates, instruments, opinions and other documents as the Lender, Note Counsel, or the counsel to the Agency may deem necessary or appropriate.

(ix) An executed copy of the Interlocal Agreement.

(b) The Agency shall deposit the proceeds of the 2026B Note into the Project Account to finance the Project and pay the cost of issuance of the 2026B Note.

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

SECTION 5.01. EVENTS OF DEFAULT. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The Agency shall fail to make timely payment of principal or interest then due hereunder or under the 2026B Note with respect to the 2026B Note or any other Agency Obligations;

(b) Any representation or warranty of the Agency contained in this Agreement shall prove to be untrue in any material respect;

(c) Any covenant of the Agency contained in this Agreement shall be breached or violated for a period of thirty (30) days after the earlier of (i) the Agency's notice of such breach or violation, unless the Lender shall agree in writing, in its sole discretion, to an extension of such time prior to its expiration, or (ii) when the Agency was required to notify the Lender of such breach or violation in accordance with Section 6.06 hereof; provided, however, that if such breach or violation is capable of being cured, the Agency shall have an additional sixty (60) days to cure the breach or violation;

(d) The Agency defaults with respect to the 2026A Note;

(e) There shall occur the dissolution or liquidation of the Agency, or the filing by the Agency of a voluntary petition in bankruptcy, or the commission by Agency of any act of bankruptcy, or adjudication of the Agency as a bankrupt, or assignment by the Agency for the benefit of its creditors, or appointment of a receiver for the Agency, or the entry by the Agency into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Agency in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter amended;

(f) The Agency admits in writing its inability to pay its debts generally as they become due or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(g) An order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Agency, a receiver or trustee of the Agency or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

SECTION 5.02. REMEDIES. If any event of default shall have occurred and be continuing, the Lender or any trustee or receiver acting for the Lender may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State, or granted and contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the Agency or by any officer thereof; provided, however, except as stated herein, that neither the Lender nor any trustee or receiver shall have the right to declare the 2026B Note immediately due and payable. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Upon an Event of Default, the Interest Rate on the 2026B Note shall immediately be increased to the Default Rate, effective as of the date of such default. In the event the Agency grants the holder of any Additional Obligation the right to declare the entire amount of such Additional Obligation immediately due and payable upon an event of default thereunder, the Agency shall grant the same right to the Lender. If an Event of Default under Section 5.01(a) occurs then the Lender shall have the right to declare the 2026B Note immediately due and payable. The Agency shall be liable for all reasonable costs incurred by the Lender in the enforcement of its remedies hereunder which costs shall be documented and provided to the Agency.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. AMENDMENTS, CHANGES OR MODIFICATIONS TO THE AGREEMENT. This Agreement shall not be amended, changed or modified without the prior written consent of the Lender and the Agency. Any amendments to this Agreement shall be contained in a written document executed by both parties.

SECTION 6.02. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 6.03. SEVERABILITY. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

SECTION 6.04. TERM OF AGREEMENT. This Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as any amounts due hereunder or under the 2026B Note are outstanding, except as otherwise provided in Section 3.03 hereof.

SECTION 6.05. NO ADVISORY OR FIDUCIARY ROLE. The Agency acknowledges and agrees that: (i) the Lender has not assumed any advisory or fiduciary responsibility to the Agency with respect to the transactions contemplated by this Agreement and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender or any of its affiliates has provided other services or is currently providing other services to the Agency on other matters); (ii) the only obligations the Lender has to the Agency with respect to the transactions contemplated by this Agreement are expressly set forth in this Agreement; and (iii) the Agency has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent that it has deemed appropriate.

SECTION 6.06. NOTICE OF CHANGES IN FACT. Within five (5) Business Days of the Agency becoming aware of the same, the Agency will notify the Lender of any default or event which, with notice or lapse of time or both, could become a default under this Agreement, specifying in each case the nature thereof and what action the Agency has taken, is taking and/or proposed to take with respect thereto.

SECTION 6.07. NOTICES. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to the Agency, Community Redevelopment Agency of the City of Bartow, Florida, 450 North Wilson Avenue, Bartow Florida 33830, Attention: Chair, and to the Lender, SouthState Bank, N.A., 200 East Las Olas Boulevard, Suite 1750, Fort Lauderdale, Florida 33301, Attention: Noel M. Daluise, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

SECTION 6.08. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the Agency and the Lender and their respective successors and assigns, and there shall be no third-party beneficiary with respect thereto.

SECTION 6.09. APPLICABLE LAW. This Agreement and the 2026B Note shall be governed by the laws of the State.

SECTION 6.10. WAIVER OF JURY TRIAL. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Agreement or the 2026B Note.

SECTION 6.11. INCORPORATION BY REFERENCE. All of the terms and obligations of the Resolution are hereby incorporated herein by reference as if said Resolution was fully set forth in this Agreement and the 2026B Note.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of March [_____], 2026.

(SEAL)

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA

By:_____
Name: Gordon Greene
Title: Chair

SOUTHSTATE BANK, N.A.

By:_____
Name: Noel M. Daluise
Title: Senior Vice President

Signature Page to Loan Agreement (2026B Note)

#532679690_v9 069364.00003

EXHIBIT A

FORM OF NOTE

THIS NOTE MAY BE EXCHANGED IN WHOLE, BUT NOT IN PART, AND ONLY TO AN AFFILIATE OF THE HOLDER OR A "QUALIFIED INSTITUTIONAL BUYER" AS THAT TERM IS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED

[_____]

UNITED STATES OF AMERICA
STATE OF FLORIDA
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BARTOW, FLORIDA
REDEVELOPMENT REVENUE NOTE, SERIES 2026B (FEDERALLY TAXABLE)

Interest Rate	Maturity Date	Dated Date
5.50% (Subject to Adjustment)	April 1, 2046	March [_____], 2026

Holder: SOUTHSTATE BANK, N.A.

Principal Amount: [_____]DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA (the "Agency"), for value received, hereby promises to pay, from the Pledged Funds described in the within mentioned Agreement, to the order of SouthState Bank, N.A., or its successors or assigns (the "Lender"), pursuant to that certain Loan Agreement by and between the Lender and the Agency, dated March [___], 2026 (the "Agreement"), the Principal Amount as set forth above and to pay interest on the outstanding principal amount hereof from the date of issuance set forth above, or from the most recent date to which interest has been paid, at the Interest Rate per annum identified above (subject to adjustment as provided in the Agreement) on April 1 and October 1 of each year, commencing on October 1, 2026, so long as any amount under this Note remains outstanding. Principal of this Note shall be payable on April 1 of each year, commencing on April 1, 2027, through and including the Maturity Date identified above in the amounts set forth on Appendix I attached hereto. The principal and interest on this Note is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. No presentment shall be required for any payment on this Note except upon final maturity or prepayment in full.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Part III, Chapter 163, Florida Statutes (the "Act") and pursuant to CRA Resolution No. 2026-02-R duly adopted by the Agency on March 4, 2026 (the "Resolution"), as such Resolution may be amended and supplemented from time to time,

and is subject to all terms and conditions of the Resolution and the Agreement. Any term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

This Note is being issued to finance the Project and pay the cost of issuance of the 2026B Note. This Note is secured by and shall be payable from the Pledged Funds to the extent and as described in the Agreement and the Resolution.

This Note shall bear interest at the Interest Rate identified above on a 30/360 day count basis. Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

All payments made by the Agency hereon shall apply first to accrued interest, and then to the principal amount then due on this Note.

This Note shall be subject to prepayment in accordance with Section 3.02 of the Agreement.

The Lender may transfer this Note in whole, but not in part, to any "qualified institutional buyer" as defined under Rule 144A of the Securities Act of 1933, as amended, or an "accredited investor," as defined in Rule 501 of Regulation D, and to any affiliate or subsidiary of the Lender.

This Note, when delivered by the Agency pursuant to the terms of the Agreement and the Resolution, shall not be or constitute an indebtedness of the Agency, the City, or of the State, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable from and secured solely by the Pledged Funds, in the manner and to the extent provided in the Agreement and the Resolution. The Lender shall never have the right to compel the exercise of the ad valorem taxing power of the City, or the State, or taxation in any form of any property therein to pay this Note or the interest thereon. The Agency has no taxing power.

The Agency has the right to issue Additional Obligations (as defined in the Agreement) on parity with this Note subject to the conditions set forth in Section 2.07 of the Agreement.

This Note is issued in connection with the financing of the Project which was provided to finance community redevelopment, as defined in the Act, and pursuant to the Act, this Note shall be conclusively deemed to have been issued for such purpose, and the projects financed with the proceeds of this Note shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of the Act.

This Note shall be and have all the qualities and incidents of a negotiable instrument under the commercial laws and the Uniform Commercial Code of the State of Florida, subject to any provisions for registration and transfer contained in the Agreement. So long as any of this Note shall remain outstanding, the Agency shall maintain and keep books for the registration and transfer of this Note.

IN WITNESS WHEREOF, the Agency caused this Note to be signed by the manual signature of the Chair and attested by the manual signature of the Executive Director, and this Note to be dated the date of issuance set forth above.

(SEAL)

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA

By:_____
Name: Gordon Greene
Title: Chair

ATTEST:

By:_____
Name: C. Howard Smith
Title: Executive Director

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note in the books kept by the Agency for the registration thereof, with full power of substitution in the premises.

Date: _____

_____
SOCIAL SECURITY NUMBER OR FEDERAL IDENTIFICATION NUMBER OF ASSIGNEE

_____
NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Note in every particulate, or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as tenants in common UNIFORM TRANS MIN ACT - _____ Custodian for _____(Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State).

Additional abbreviations may also be used
though not in the above list.

Name and address of assignee for payment and notice purposes:

Notice: _____
_____
_____

Payment: _____
_____
_____

Date: _____

Assignee: _____
By: _____
Title: _____

Appendix I

PRINCIPAL PAYMENT SCHEDULE

Period Ending (April 1)	Principal Amount
	$

EXHIBIT C

FORM OF INTERLOCAL AGREEMENT

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Michael Wiener
Holland & Knight
P.O. Box 32092
Lakeland, Florida 33802

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

INTERLOCAL AGREEMENT

**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BARTOW, FLORIDA
REDEVELOPMENT REVENUE NOTE, SERIES 2026A
AND
REDEVELOPMENT REVENUE NOTE, SERIES 2026B (FEDERALLY TAXABLE)**

March [__], 2026

APPROVED BY:

City of Bartow, Florida
City Commission
March 2, 2026
Community Redevelopment Agency
of the City of Bartow, Florida
March 4, 2026

INTERLOCAL AGREEMENT

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF BARTOW, FLORIDA
REDEVELOPMENT REVENUE NOTE, SERIES 2026A
and
REDEVELOPMENT REVENUE NOTE, SERIES 2026B (FEDERALLY TAXABLE)

March [__], 2026

This Interlocal Agreement (the "Interlocal Agreement") is made and entered into this [__] day of March, 2026, by and between the **CITY OF BARTOW, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA**, a political body corporate and politic created, existing and operating under Part III of Chapter 163 of Florida Statutes (the "Agency").

RECITALS

WHEREAS, the City and the Agency have determined that it is in the best interests of the community, particularly that area of the City that has been designated as in need of rehabilitation, redevelopment, revitalization and conservation, all in the interest of public health, safety, morals and welfare of the residents of the City pursuant to various enacted ordinances (the "Redevelopment Area"), to finance the acquisition and construction of capital projects, acquisition of properties located within the Redevelopment Area and other related capital improvements and funding grants of property and/or other economic incentives made in furtherance thereof, as more particularly described in the hereinafter described Loan Agreements (the "Projects"); and

WHEREAS, it is the purpose and the intent of the parties hereto to enter into this Interlocal Agreement pursuant to the Florida Interlocal Cooperation Act of 1969 to permit the City and the Agency to make efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide the resources provided herein for the construction and financing of the Projects; and

WHEREAS, the Agency and the City have determined that the Projects constitute "community redevelopment" and is specifically described in the Agency's approved "community redevelopment plan" all within the meaning of Chapter 163, Part III, Florida Statutes; and

WHEREAS, the City has by ordinance created the redevelopment trust fund of the Agency and has provided for the funding of such trust fund through the deposit of Tax Increment Revenues, until the time set forth in the community redevelopment plan; and

WHEREAS, the Agency, subject among other matters to the City entering into this Interlocal Agreement, has authorized entering into a loan pursuant to a Loan Agreement dated March [__], 2026 between the Agency and SouthState Bank, N.A. pursuant to which it will issue its Redevelopment Revenue Note, Series 2026A (the "2026A Note") to evidence its obligations thereunder and a Loan Agreement dated March [__], 2026 between the Agency and SouthState Bank, N.A. pursuant to which it will issue its Redevelopment Revenue Note, Series 2026B (Federally Taxable) (the "2026B Note" and together with the 2026A Note, the "2026 Notes") for the principal purpose of financing the Projects (together the "Loan Agreements"); and

WHEREAS, the City has approved the execution and delivery of this Interlocal Agreement by the City pursuant to City Resolution No. 26-4255-R adopted on March 2, 2026 (the "City Resolution") and the Agency has approved the execution and delivery of this Interlocal Agreement by the Agency pursuant to its CRA Resolution No. 2026-02-R adopted on March 4, 2026 (the "Agency Resolution").

ARTICLE I.

AUTHORITY AND CAPITALIZED TERMS

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and laws of the State of Florida, including expressly but not limited to, the authority of Section 163.01, Florida Statutes. Capitalized terms not defined herein have the meanings ascribed to them in the Agency Resolution, the City Resolution or the Loan Agreements.

ARTICLE II.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY AND THE CITY

SECTION 2.01 REPRESENTATIONS AND WARRANTIES. The City makes the following representations and warranties for the benefit of the Agency and the holders of the 2026 Notes:

(a) PENDING LITIGATION. There are no proceedings pending, or to the knowledge of the City threatened, against or affecting the City in any court or before any governmental authority or arbitration board or tribunal (i) with respect to any of the transactions contemplated hereby or (ii) that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the City in a manner that will materially adversely affect the ability of the City to make the payments under this Interlocal

Agreement when and as the same become due and payable or would materially and adversely affect the existence or powers or ability of the City to enter into and perform its obligations under this Interlocal Agreement.

(b) BORROWING LEGAL AND AUTHORIZED. The execution and delivery of this Interlocal Agreement and the consummation of the transactions provided for in this Interlocal Agreement and compliance by the City with the provisions of this Interlocal Agreement:

(i) are within the powers of the City and have been duly and effectively authorized by all necessary action on the part of the City; and

(ii) do not and will not (a) conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, or other agreement or instrument, or restriction to which the City is a party or by which the City, its properties or operations may be bound or (b) with the giving of notice or the passage of time or both, constitute a breach or default or so result in the creation or imposition of any lien, charge, or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of this Interlocal Agreement or the City's ability to perform fully its obligations under this Interlocal Agreement; or any laws, ordinances, governmental rules or regulations or court orders to which the City, its properties or operations are or may be bound.

(c) NO DEFAULTS. No event has occurred and no condition exists that constitutes an event of default under any indenture or other agreement or instrument to which the City is a party, or which, upon the execution and delivery of this Interlocal Agreement and/or the passage of time or giving of notice or both, would constitute an event of default under any indenture or other agreement or instrument to which the City is a party. The City is not in violation in any material respect, and has not received notice of any claimed violation which will have any material adverse effect on the ability of the City to perform its obligations hereunder or under the terms of any agreement or other instrument to which it is a party or by which it, its properties or operations may be bound.

(d) COMPLIANCE WITH LAW. The City is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and which are material to the execution of this Interlocal Agreement and the performance by the City of its obligations hereunder.

(e) ENFORCEABILITY. This Interlocal Agreement constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency and other similar laws affecting enforceability of creditors' rights generally and to the application of equitable principles if equitable remedies are sought.

(f) OTHER OBLIGATIONS. Other than as set forth in this Interlocal Agreement, the City has not previously agreed to appropriate any or all of its Non-Ad Valorem Revenues (as defined in Section 2.03 hereof) to secure any indebtedness of the Agency. Upon execution of this Interlocal Agreement, the City will be in compliance with all other debt

obligations pursuant to which it has provided a similar covenant to budget and appropriate Non-Ad Valorem Revenues to pay such debt obligations.

SECTION 2.02 COVENANTS OF THE AGENCY. The Agency makes the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the term of this Interlocal Agreement:

(a) ANNUAL REVENUE CERTIFICATION. The Agency hereby covenants that by February 1 of each year it shall deliver to the City a certificate executed by an officer of the Agency stating whether Tax Increment Revenues shall be sufficient to make all payments and deposits required to be made to the Debt Service Fund pursuant to the Agency Resolution and the Loan Agreements during the current Fiscal Year (as defined herein). For purposes of this Interlocal Agreement, "Fiscal Year" means a year commencing on October 1, of such year and ending on September 30, of the following year. If such amounts shall not be sufficient for such purpose, the certificate shall indicate the amount of such insufficiency to pay debt service on the 2026 Notes. For purposes of this Interlocal Agreement, "Deficiency" means the amount of the difference between the total amount of funds in the Debt Service Fund and the debt service payment due on the 2026 Notes. For purposes of this Interlocal Agreement payments of principal and interest due on October 1 shall be deemed due in the preceding Fiscal Year.

(b) AGENCY REIMBURSEMENT OBLIGATION. The Agency hereby agrees to reimburse the City the amount of any payment made by the City pursuant to Section 2.03(a) below from the first legally available money of the Agency but only after the Agency has provided for all payments and deposits required in such Fiscal Year pursuant to the Agency Resolution and the Loan Agreements.

SECTION 2.03 COVENANTS OF THE CITY. The City makes the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the term of this Interlocal Agreement:

(a) COVENANT TO BUDGET AND APPROPRIATE. Should the certificate of the Agency referenced in 2.02(a) above certify that a Deficiency will exist, the City covenants and agrees to promptly budget and appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, an amount equal to the Deficiency. For purposes of this Agreement, "Non-Ad Valorem Revenues" means all non-ad valorem revenues of the City that are legally available to make the payments required herein, except for (i) revenues of any enterprise fund of the City, unless and until such revenues are transferred from such enterprise fund to the City's general fund, and (ii) non-ad valorem revenues required to pay or make provision for the payment of cost of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law (the "Costs of Essential Services"). Such covenant and agreement on the part of the City to budget and appropriate the amount of any Deficiency shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid to the Agency. No lien upon or pledge of such Non-Ad Valorem Revenues shall be created by this Interlocal Agreement until such moneys are budgeted and appropriated and paid to the Agency. The City shall pay to the Agency from Non-Ad Valorem Revenues so budgeted and

appropriated the amount of the Deficiency in the Debt Service Fund by no later than five (5) Business Days prior to the scheduled principal and interest payment dates on the 2026 Notes. The City further acknowledges and agrees that the obligations of the City to include the amount of any Deficiency in payments in each of its annual budgets and to pay such amounts from legally available Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

A failure of the Agency to deliver to the City by February 1 a certificate indicating a "Deficiency" shall not relieve the City of its covenant provided above to appropriate Non-Ad Valorem Revenues in an amount equal to the Deficiency.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holders of the 2026 Notes or the Agency a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate legally available Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds, notes and other debt instruments). Anything in this Interlocal Agreement to the contrary notwithstanding, it is understood and agreed that the obligations of the City under this section shall be payable from Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no holder of the 2026 Notes or the Agency nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City. Notwithstanding any provisions of this Interlocal Agreement to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. This Interlocal Agreement shall not be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City, but the City's obligations hereunder shall be payable solely as provided herein and is subject in all respects to the provisions of Florida law which make it unlawful for any municipality to expend moneys not appropriated and in excess of such municipality's current budgeted revenues, and is subject, further, to the payment of services and programs which are for Costs of Essential Services.

(b) DEBT SERVICE FUND DEPOSIT. Amounts received by the Agency from the City pursuant to this subsection shall be deposited by the Agency in the Debt Service Fund, as provided in the certificate of the Agency delivered pursuant to Section 2.02(a) hereof.

SECTION 2.04 FURTHER ASSURANCE. The City shall execute and deliver to the Agency, all such documents and instruments and do all such other acts and things as may be reasonably necessary or required by the Agency to enable it to exercise and enforce its rights under this Interlocal Agreement and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be reasonably necessary or required by any of them to validate, preserve and protect its position under this Interlocal Agreement.

ARTICLE III.

LOAN TERM AND TERMINATION

SECTION 3.01 COMMENCEMENT OF TERM. The City's obligations under this Interlocal Agreement shall commence on the date hereof unless otherwise provided in this Interlocal Agreement.

SECTION 3.02 TERMINATION. This Interlocal Agreement shall terminate upon payment in full of the 2026 Notes or the defeasance thereof in accordance with the provisions of the Agency Resolution and the performance of all other obligations hereunder.

ARTICLE IV.

NATURE OF CITY OBLIGATIONS

SECTION 4.01 PAYMENT CURRENCY. The City shall pay to the Agency payments due hereunder in lawful money of the United States of America.

SECTION 4.02 OBLIGATIONS. The obligation of the City to make the payments due hereunder and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as otherwise expressly provided in this Interlocal Agreement and applicable provisions of law. Notwithstanding any dispute between the Agency and the City but subject to the foregoing, the City shall make all payments due hereunder when due and shall not withhold any such payments or any other amounts pending final resolution of such dispute nor shall the City assert any right of setoff or counterclaim against its obligation to make such payments required under this Interlocal Agreement.

ARTICLE V.

ASSIGNMENT

SECTION 5.01 ASSIGNMENT BY AGENCY. This Interlocal Agreement may not be assigned by the City for any reason without the express prior written consent of the Agency and the Lender.

ARTICLE VI.

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Interlocal Agreement and the terms "Event of Default" and "Default" shall mean (except where the context clearly indicates otherwise), whenever they are used in this Interlocal Agreement, any one or more of the following events:

(a) Failure by the City to timely pay any payment to be paid hereunder on the date on which it is due and payable;

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Interlocal Agreement for a period of not less than thirty (30) days, after notice thereof to the City by the Agency, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Agency or the holders of the 2026 Notes, the Agency will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the failure is corrected;

(c) Any provision of this Interlocal Agreement material to the performance of the obligations of the City hereunder shall at any time for any reason cease to be valid and binding on the City or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by the City or the City shall deny that it has any or further liability or obligation hereunder; and

(d) Any act of bankruptcy is filed against the City and is not dismissed within sixty (60) days of such filing.

SECTION 6.02 NOTICE OF. The City agrees to give the Agency prompt written notice if any petition, assignment, appointment or possession referred to in Section 6.01(c) and 6.01(d) is filed by or against the City or of the occurrence of any other event or condition which constitutes a Default or an Event of Default, or with the passage of time or the giving of notice would constitute an Event of Default, immediately upon becoming aware of the existence thereof.

SECTION 6.03 REMEDIES ON DEFAULT. Whenever any Event of Default referred to in Section 6.01 hereof shall have happened and be continuing, the Agency has the right, at its option without any further demand or notice, to take whatever other action at law or in equity, by mandamus or otherwise, may appear necessary or desirable to collect amounts then due hereunder or to enforce any other of its or their rights hereunder.

ARTICLE VII.

MISCELLANEOUS

SECTION 7.01 NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by first-class mail, registered or certified mail, postage prepaid, to the parties at the following address:

The City:

City of Bartow, Florida
450 N. Wilson Avenue
Bartow, Florida 33830
Attention: City Manager
Telephone: (863)534-0100 (ext. 1201)

The Agency:

Bartow Community Redevelopment Agency
450 N. Wilson Avenue
Bartow, Florida 33830
Attention: Chair
Telephone: (863)640-3207

SECTION 7.02 BINDING EFFECT. This Interlocal Agreement shall inure to the benefit of and shall be binding upon the City and the Agency and their respective successors and assigns. In consideration of the purchase and acceptance of any or all of the 2026 Notes by those who shall hold the same from time to time, the provisions of this Interlocal Agreement shall be deemed to be and shall constitute a contract between the City and the holders from time to time of the 2026 Notes. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the holders of the 2026 Notes.

SECTION 7.03 SEVERABILITY. In the event any provision of the Interlocal Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 7.04 AMENDMENTS, CHANGES AND MODIFICATIONS. No modification alteration or amendment to this Interlocal Agreement shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto and consented to by all of the holders of the 2026 Notes.

SECTION 7.05 EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.06 APPLICABLE LAW. This Interlocal Agreement shall be governed by and construed in accordance with the law of the State of Florida.

SECTION 7.07 CONSENTS AND APPROVALS. Whenever written consent or approval shall be required under the provisions of this Interlocal Agreement, such consent or approval may be given by an authorized officer of the City and/or Agency.

SECTION 7.08 IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS OF CITY AND AGENCY. No recourse shall be had for any payment due hereunder or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Interlocal Agreement against any past, present or future officer, member, employee, director or agent of the City or the Agency as such, either directly or through the City or the Agency, any successor public or private corporation thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Interlocal Agreement.

SECTION 7.09 CAPTIONS. The captions or headings in this Interlocal Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of this Interlocal Agreement.

SECTION 7.10 NO PECUNIARY LIABILITY OF CITY OR AGENCY. No provision, covenant or agreement contained in this Interlocal Agreement, or any obligation herein imposed upon the City or the Agency, or the breach thereof, shall constitute an indebtedness or liability of the State of Florida or any political subdivision of the State of Florida or any public corporation or governmental agency existing under the laws thereof other than the City.

SECTION 7.11 PAYMENTS DUE ON HOLIDAYS. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Interlocal Agreement, shall be other than on a Business Day (as defined herein) such payments shall be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Interlocal Agreement. For purposes of this Interlocal Agreement "Business Day" means any day which is not a Saturday, Sunday or other day on which a Lender is authorized or required to be closed.

SECTION 7.12 PUBLIC AGENCIES. At all times prior to and during the term of this Interlocal Agreement, the City and Agency shall constitute "public agencies" as that term is defined in Section 163.01(3)(b), Florida Statutes, and each of the City and this Agency have in common the power and authority to separately issue obligations like the 2026 Notes in order to provide financing of the Projects.

SECTION 7.13 THIRD-PARTY BENEFICIARY. The parties expressly acknowledge and agree that the Lender is an intended third-party beneficiary of this Interlocal Agreement and shall be entitled to enforce the City's obligations hereunder. The Lender shall be entitled to rely upon and enforce such provisions directly against the Agency and the City to the same extent as if the Lender were a party to this Interlocal Agreement. Except as expressly provided herein, no other person or entity shall be deemed an intended third-party beneficiary of this Interlocal Agreement.

[SIGNATURES ON FOLLOWING PAGE]

FILING OF INTERLOCAL AGREEMENT. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Polk County, Florida, all in accordance with Chapter 163, Part I, Florida Statutes.

IN WITNESS WHEREOF, the Agency has caused this Interlocal Agreement to be executed in its corporate name and attested by its duly authorized officers and the City has caused this Interlocal Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attached by its duly authorized officers as of the date first above written.

ATTEST:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BARTOW, FLORIDA

By: _____
Executive Director

By: _____
Chair

CITY OF BARTOW, FLORIDA

ATTEST:

By: _____
Title: Mayor

By: _____
City Clerk

#532075122_v8 069364.00003

Case #A-25-01 / Emilie East
Planning Department Staff Report
P & Z Hearing Date: October 27, 2025
City Commission Dates: November 17, 2025 (1st Reading)
March 2, 2026 (2nd Reading/Public Hearing)

GENERAL INFORMATION

Request:	Review and recommendation to the City Commission of a request to annex property into the City limits of Bartow.
Owner:	Smith Gerber, LLC
Applicant:	Bart Allen, Peterson & Myers, P.A.
Location:	North side of Highway 60 East; 3,600' west of Rifle Range Road in Sections 29-32, Township 29S, Range 26E, Polk County, Florida. *(See Location Map)*
Property Size:	369.3 acres (+/-)
Development Potential:	The applicant intends to develop the site for single family residential development currently known as Emilie East. A large scale comprehensive plan amendment and planned development zoning application have been submitted for review and consideration concurrently with this application.

SPECIAL INFORMATION

Transportation/Access:	The property has direct access to Highway 60 East. The owner would be required to permit a driveway connection to the state roadway through the Florida Department of Transportation and construct any offsite roadway improvements that are necessary to support the development. The primary road for the *Emilie East* project would also connect with a project located to the north and west known as *Emilie West*. This project would not connect to any other adjacent rights of way (e.g. Gerber Dairy Road and Logan Lane).
Utility Systems:	*Electrical:* The entire 369.3 acre property is located in the City's electrical utility service area. *(See Utility Territory Map)* *Potable Water and Sewer:* Only 8.6 acres of the project's total of 369.3 acres is currently in the City's Water and Wastewater Chapter 180 Reserve Area. The Reserve Area boundary is shown on the Location Map. The City can extend its potable

water and sewer services outside the Reserve Area to serve the property as a matter of policy if approved by the City Commission. *(See Utility Territory Map)*

Solid Waste: The property would be served by the City for solid waste and recycling service if it is annexed.

Emergency Response: Law Enforcement and Fire Protection will be provided by the City of Bartow Police and Fire Departments. Both agencies will be tasked with planning and budgeting for additional assets, for approval by the City Commission, to ensure satisfactory coverage is maintained in future years.

Public Notice: Public notice of the request was published in the local newspaper and posted on the City website and City Hall bulletin board. Forty two property owners within a 500' notification radius were notified of the request.

IMPACT ANALYSIS

Florida Statutes: The proposed annexation is consistent with Chapter 171.044, Florida Statutes. To be annexed by the City the proposed annexation is required to be consistent with Florida Statutes. The primary tests for this purpose are that it is contiguous with the current municipal boundary at the time of annexation, is reasonably compact and no part of the area is located within the boundary of another incorporated municipality. It adjoins the existing city limits to the west and represents a reasonable extension of the City's municipal boundary.

Land Use Consistency: An application to amend the City's Comprehensive Plan Future Land Use Map has been submitted concurrently with this request. The request to designate the parcel Low Density Residential is being processed concurrent with this application as a large scale comprehensive plan amendment.

Land Use Compatibility: An application to establish zoning for the property as PD, Planned Development has been submitted concurrently with this request.

STAFF ANALYSIS

The annexation of this property is consistent with the annexation strategy of the City of Bartow. It represents a reasonable extension of the City's municipal boundary to include unincorporated areas that would otherwise be served by the City of Bartow for urban services such as water, sewer, police, fire and solid waste.

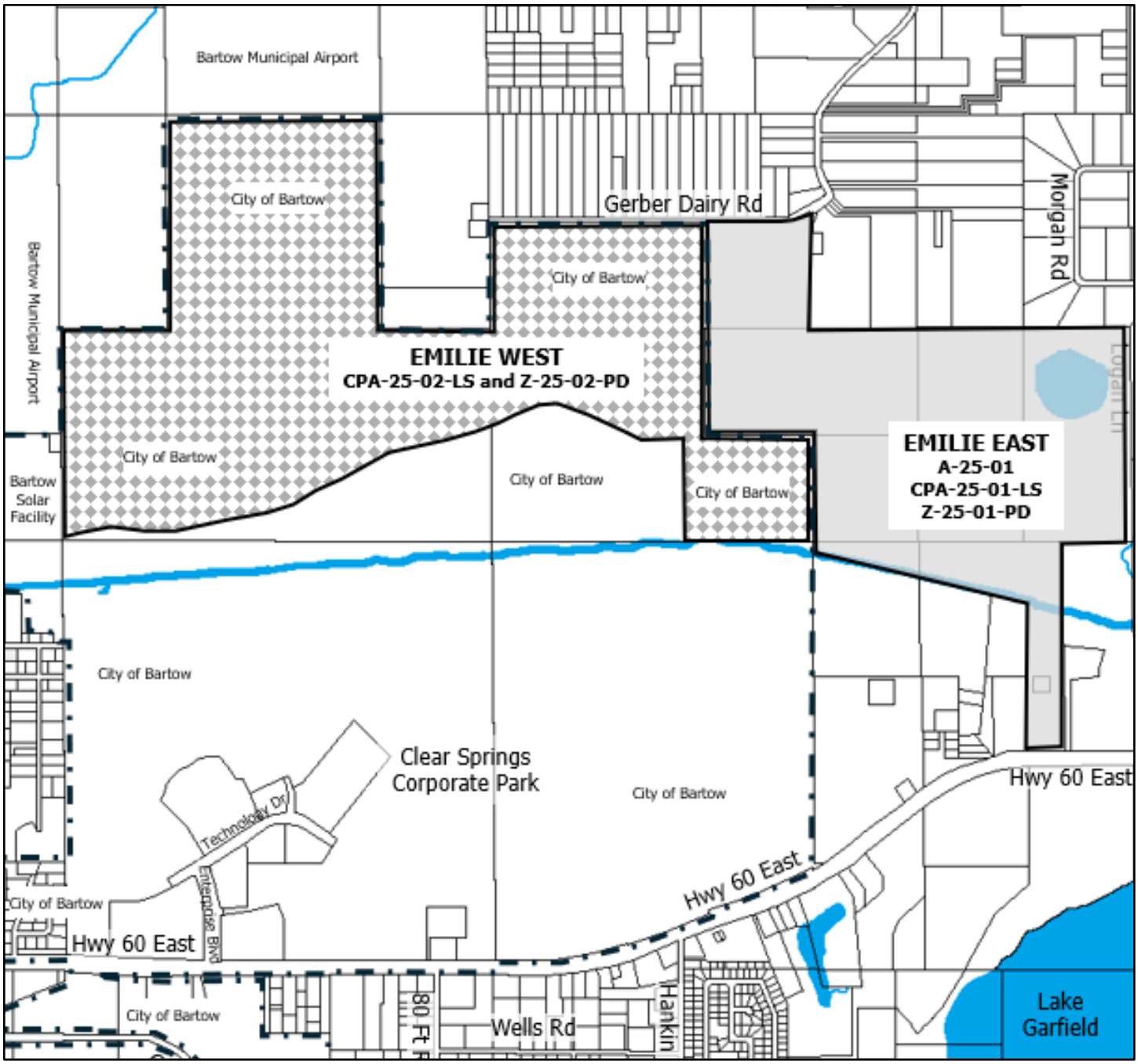
STAFF RECOMMENDATION

It is DRC staff's opinion that the standards to approve this application as requested by the applicant have been satisfied.

PLANNING AND ZONING COMMISSION RECOMMENDATION

At its meeting of October 27, 2025, the Planning and Zoning Commission did not make a recommendation to the City Commission as a result of a tie vote.

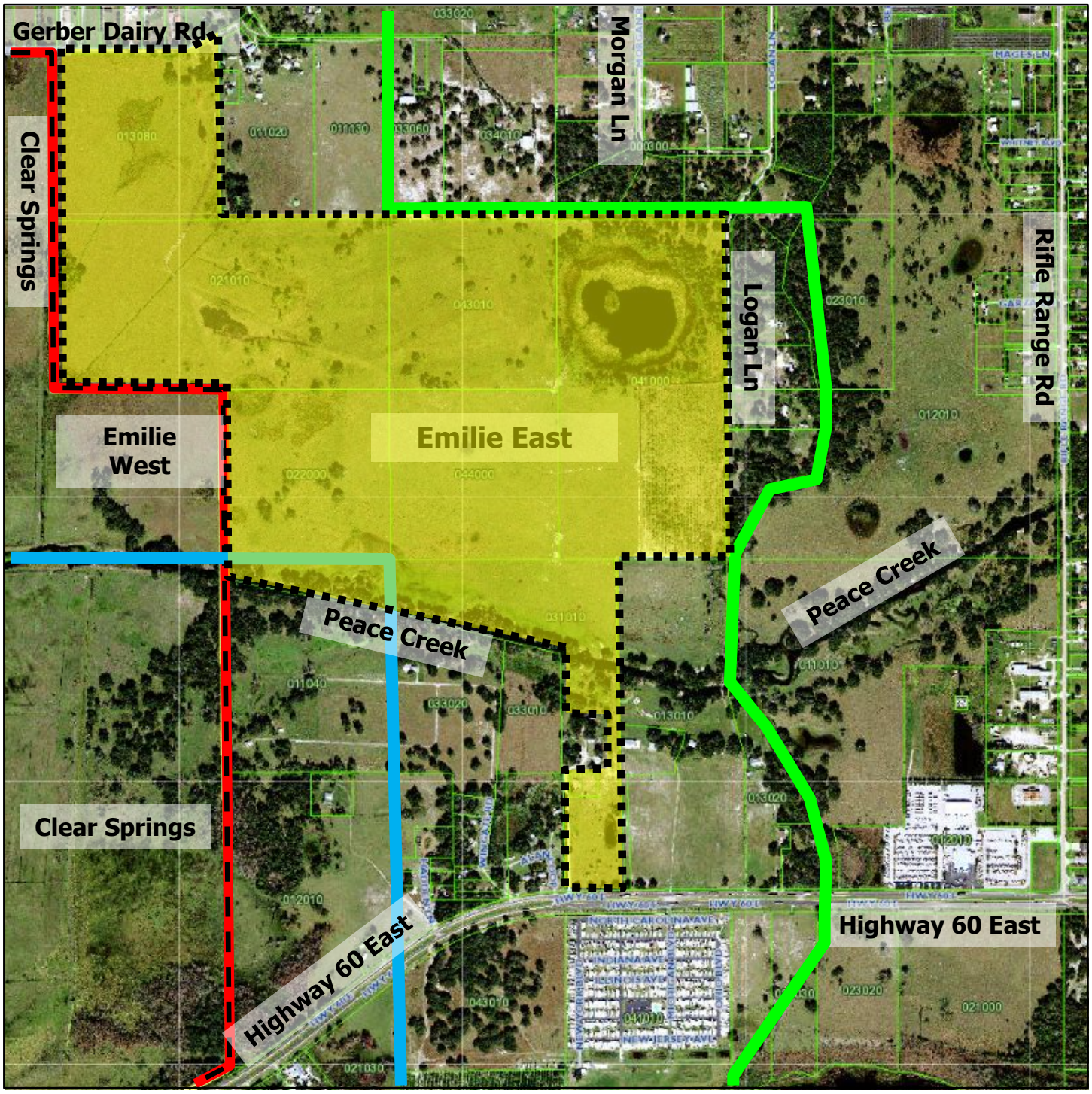
Location Map



Bartow City Limits

NORTH

Utility Territory Map



Subject Property

Bartow City Limits

COB Electric Service Territory

COB Chapter 180 Utility Service Territory (Water & Wastewater)

NORTH

ORDINANCE NO. 2025-17

AN ORDINANCE ANNEXING UPON THE PETITION OF THE OWNERS THEREOF APPROXIMATELY 369.3 ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF HIGHWAY 60 EAST; SOUTH SIDE OF GERBER DAIRY ROAD; AND 3,600' WEST OF RIFLE RANGE ROAD IN SECTIONS 29 THRU 32, TOWNSHIP 29S, RANGE 26E, POLK COUNTY FLORIDA; PROVIDING FOR SCRIVENER'S ERROR; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE

Whereas, the owners of approximately 369.3 acres of property located on the north side of Highway 60 East; south side of Gerber Dairy Road; and 3,600' west of Rifle Range Road in Sections 29 thru 32, Township 29S, Range 26E, Polk County, Florida, as depicted in Exhibit "A" and described in Exhibit "B" attached hereto, has heretofore petitioned for said lands without the city limits of the City of Bartow, Florida, to be annexed, and

Whereas, said lands are unincorporated, lie contiguous to the present territorial limits of the City of Bartow, Polk County, Florida, and meet all the statutory prerequisites, standards and requirements for annexation, and

Whereas, the Planning and Zoning Commission has, after holding a duly noticed public hearing thereon, made no recommendation to the City of Bartow as to the annexation of said lands, due to a tie vote, and

Whereas, the City Commission determines that it is in the best interest of the citizens of the City of Bartow to annex the said lands and to redefine the territorial limits of the City accordingly without a recommendation from the Planning and Zoning Commission;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF BARTOW, FLORIDA:

Section 1. That the City of Bartow, upon the petition of the owners of approximately 369.3 acres of property located on the north side of Highway 60 East; south side of Gerber Dairy Road; and 3,600' west of Rifle Range Road in Sections 29 thru 32, Township 29S, Range 26E, Polk County, Florida, as depicted in Exhibit "A" and described in Exhibit "B" attached hereto, does hereby annex said lands lying contiguous to the present territorial limits of the City of Bartow, Florida, in accordance with the provisions of Section 171.044, Florida Statutes, and the territorial limits of the City of Bartow, Florida, are hereby redefined and extended to embrace the said lands.

Section 2. Any scrivener's error created as a result of the passage of this ordinance may be corrected by City of Bartow staff, without further legislative action, so long as the intent of this ordinance is preserved, by filing a revised copy thereof with the City Clerk's office with the terms "Staff Revised" and the revision version number in the style of the ordinance.

Section 3. After passage on first reading, at least three copies of this ordinance in the form in which it has been passed on first reading shall be made available for public inspection in the Office of the City Clerk, and there shall be published once a week for two consecutive weeks in a newspaper published and of general circulation in the City of Bartow, a notice describing this ordinance in brief and general terms and stating that it is available for public inspection in the office of the City Clerk, together with the time and place when and where it will be considered on second reading at the public hearing. Said notice shall give the ordinance number and a brief general description of the area proposed to be annexed and shall include a map clearly showing the said area and a complete legal description thereof. A copy thereof shall be mailed by certified mail to the Board of County Commissioners of Polk County.

Section 4. Within seven days after the effective date of this ordinance, the City Clerk is ordered and directed to file this ordinance with the Clerk of the Circuit Court of Polk County, Florida, the County Manager of Polk County, Florida, and with the Department of State of the State of Florida.

INTRODUCED AND PASSED on First Reading this ____ day of _____, 2025.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the City Commission of Bartow, Florida, this _____ day of _____, 2026.

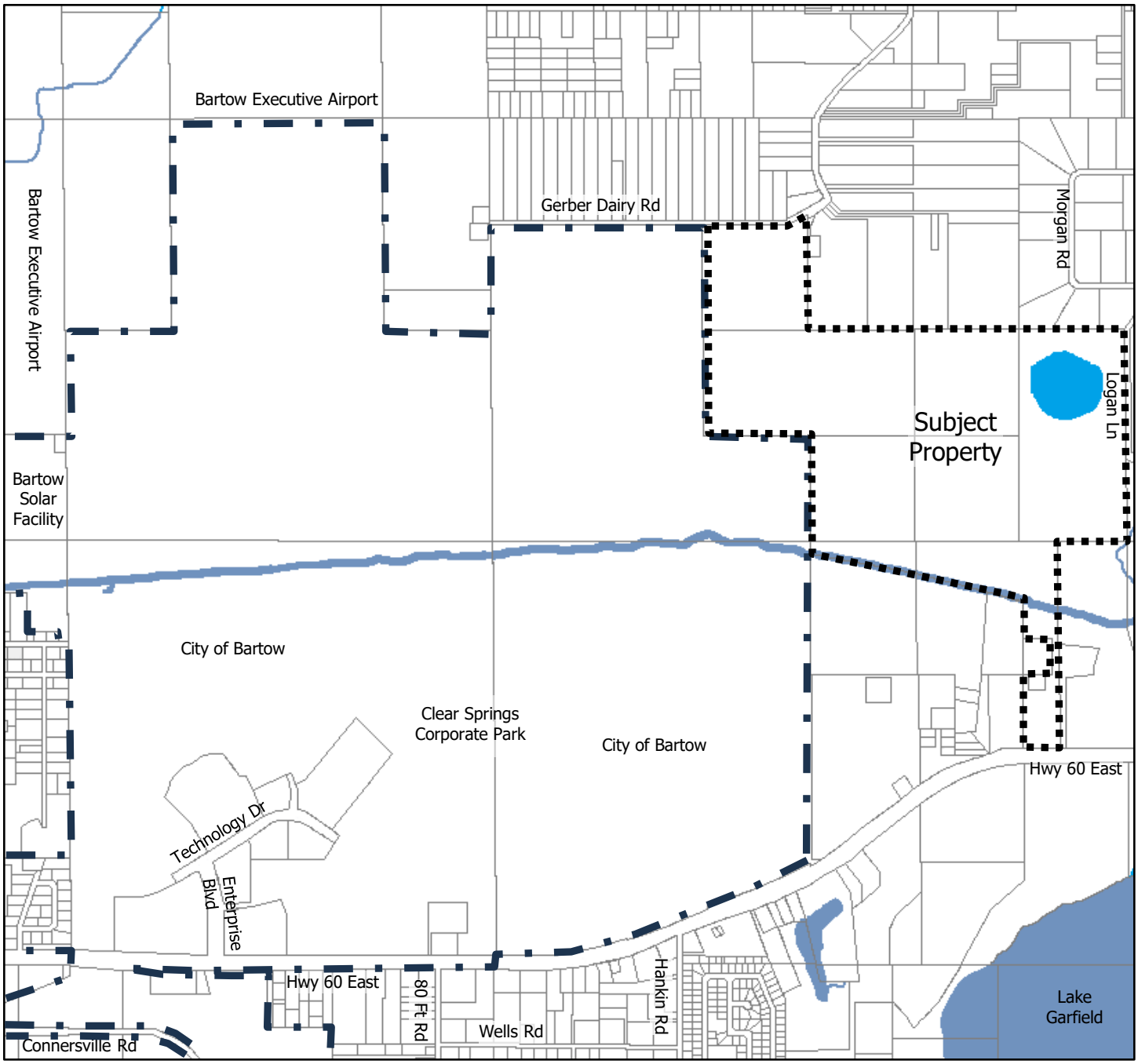
ATTEST WITH SEAL: **CITY OF BARTOW**

By: _____ By: _____
Jacki Poole, City Clerk Tanya Tucker, Mayor

Approved as to correctness and form: Approved as to substance:

By: _____ By: _____
Sean R. Parker, City Attorney Mike Herr, City Manager

Exhibit "A"



Bartow City Limits

Subject Property

NORTH

Exhibit "B"
Legal Description

THOSE PARTS OF SECTIONS 29 THRU 32, TOWNSHIP 29S, RANGE 26E, POLK COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE E-1/2 OF THE SW-1/4 AND SW-1/4 OF THE SW-1/4, ALL IN SECTION 29, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND THE NE-1/4 OF THE NE-1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL.

AND THE SE-1/4OF THE SE-1/4 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND ALL THAT PART OF THE NW-1/4 OF THE NW-1/4 SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL. AND ALL THAT PART OF THE E-1/2 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGIN AT A POINT ON THE SOUTH BOUNDARY OF SAID E-1/2 OF THE NW-1/4 A DISTANCE OF 468.79 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID E-1/2 OF THE NW-1/4; THENCE DEFLECT 91°51'23" FROM EASTERLY TO NORTHERLY AND RUN NORTHERLY 2059.11 FEET; THENCE DEFLECT 01°23'02" FROM NORTHERLY TO NORTHEASTERLY AND RUN NORTHEASTERLY 612.95 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID E-1/2 OF THE NW-1/4, SAID POINT BEING 448.31 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID E-1/2 OF THE NW-1/4 AND THE END OF SAID LINE.

LESS RIGHT-OF-WAY FOR STATE ROAD NUMBER 60.

AND LESS: THE EAST 223 FEET OF THE WEST 273 FEET OF THE NORTH 180 FEET OF THE SOUTH 988.50 FEET OF THE SE-1/4 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA,

AND LESS: THE WEST 350 FEET OF THE NORTH 481 FEET OF THE SOUTH 1465.50 FEET OF THE E-1/2 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA,

SUBJECT TO: AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LANDS: THE WEST 50 FEET OF THE SOUTH 988.50 FEET OF THE SE-1/4 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 60.

AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA,

AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH AND EAST OF THE MAINTAINED RIGHT OF WAY OF GERBER DAIRY ROAD, SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

CONTAINING 369.298 ACRES, MORE OR LESS.

Case #CPA-25-01-LS / Emilie East
Planning Department Staff Report
P & Z Hearing Date: October 27, 2025
City Commission Dates: November 17, 2025 (1st Rdg/PH/Transmittal)
TBD (2nd Rdg/PH/Adoption)

GENERAL INFORMATION

Request:	Review and recommendation to the City Commission of a request to assign a Low Density Residential Future Land Use designation.
Owner:	Smith Gerber, LLC
Applicant:	Bart Allen, Peterson & Myers, P.A.
Location:	North side of Highway 60 East; 3,600' west of Rifle Range Road in Sections 29-32, Township 29S, Range 26E, Polk County, Florida. *(See Location Map)*
Property Size:	369.3 acres (+/-) which includes eight Polk County Property Appraiser parcels.
Existing Use:	The properties are currently undeveloped.
Existing Future Land Use:	The site is currently designated A/RR (Polk County) and RL-1X (Polk County), both of which permit low density residential development by Polk County's Growth Management Plan. The A/RR designation is characterized by lands which allow for the continuation of productive agricultural uses and to provide for very low density residential development within unincorporated rural areas. The RL-1X district is characterized by densities up to, and including, 5.00 DU/AC and includes single-family dwelling units, duplex units, and small-scale multi-family development. The RL-1X portion is also located in the Polk County Urban Growth Area and Gateway Selected Area Plan. *(Attachment 1)*
Proposed Future Land Use:	If the proposed amendment is adopted by the City Commission the property will be designated for Low Density Residential in the City's Comprehensive Plan. *(Attachment 2)*
FLUM Description:	The primary function of the Low Density Residential land use designation is to accommodate low-density residential development consisting primarily of single-family detached dwellings. The Low Density Residential classification is intended

to meet the City of Bartow's housing needs for lower density housing, promote efficient use of infrastructure, protect existing single family neighborhoods and promote compatible land uses. This classification permits densities of up to six units per acre, depending on the zoning category of the particular site, the development suitability of the site, and the availability of public facilities and services.

Proposed Use:

The applicant represents a development interest that intends to construct a residential community consisting of approximately 1,094 residential dwelling units and ancillary support uses. This site is being planned as a part of a larger residential development, including both Emilie East (this application) and Emilie West (concurrent application to the west of the site). The Emilie Master Development proposes approximately 2,245 residential dwellings. The proposed residential density of Emilie East is 3 units per gross acre. The development program for the project is part of a Planned Development zoning application that is being processed concurrently with this application. *(Application #Z-25-01-PD)*

Adjacent FLUM Designations:

N: A/RR, Agriculture/Rural Residential; RS, Residential Suburban & A/RRX, Agriculture/Rural Residential (PC)
S: A/RRX, Agriculture/Rural Residential (PC) Clear Springs Planned Industrial (COB)
E: A/RR, Agriculture/Rural Residential & RS, Residential Suburban (PC)
W: A/RRX, Agriculture/Rural Residential (PC) Clear Springs Planned Industrial (COB)

Adjacent Land Uses:

N: Single Family Residences & Residential Development (PC)
S: Single Family Residences & Residential Development (PC) Undeveloped (COB)
E: Single Family Residences & Residential Development (PC)
W: Single Family Residences & Residential Development(PC) Undeveloped (COB)

SPECIAL INFORMATION

Environmental Analysis:

Terrain: The highest elevations are found in the northeast and central portions of the property with the elevations decreasing towards the west and central areas. The low point of the project is in the Peace Creek channel at elevation 99' MSL.

Vegetation and Plant Species: Pedestrian surveys of the subject property were conducted to qualitatively document the existing vegetation and to assess the present land use patterns according to the Florida Land Use, Cover and Forms

Classification System, Department of Transportation (FLUCFCS; DOT).

Ten (10) land-use types were determined for the subject property. These include Fixed Single Family Units (1.09 ac./0.29%); Improved Pasture (289.44 ac/77.54%); Abandoned Citrus Grove (21.98 ac/40.74%); Streams and Waterways (Peace Creek) (2.57 ac/0.69%); Streams and Waterways (2.15 ac/0.58%); Wetland Scrub (1.26 ac/0.34%); Vegetated Non-Forested Wetlands (0.96 ac/0.26%); Freshwater Marshes (30.62 ac/8.20%); Wet Prairie (22.98 ac/6.16%); and Intermittent Ponds (0.18 ac/0.05%).

Pursuant to a study conducted by Stillwater Environmental, Inc., and reviewed by Stantec Consulting Services, Inc. no threatened or endangered plant species exist on site.

Surface Water, Wetlands and Flood Plain: Six (6) wetland/surface water classifications occur on the subject property. Any proposed development in the future that would include impacting these wetlands will need to be accounted for in the Environmental Resource Permit (ERP) issued for this project with the Southwest Florida Water Management District, including both direct and secondary impacts.

The wetlands and floodplains shown are taken from publicly available GIS data and the elevation contours have not been formally established based on site specific data. There is a lengthy and detailed process with the regulatory agencies with authority and jurisdiction, FEMA, the Southwest Florida Water Management District, and the Army Corps of Engineers, that requires a significant amount of detailed engineering and environmental expertise in order to create the final delineation. These efforts are on-going and will include efforts relative to evaluating project design features. Therefore, it would be premature to designate these areas as a Conservation/Recreation and/or Open Space Future Land Use at this early stage, the assignment of future land use and zoning, in the process. As part of the development and engineering process, these areas will be further defined and can later be established by plat, easement, or codified through a Comprehensive Plan Map Amendment to assure the Future Land Use Maps are accurate, if desired by the City.

Soil Types: Fourteen soil types lie within the project area. They are Pomona fine sand; Lynne sand; Samsula muck, frequently ponded, 0 - 1 percent slopes; Pomello fine sand, 0 - 5 percent slopes; Placid and Myakka Fine Sands, depressional; Lochloosa fine sand; Adamsvile fine sand, 0 - 2 percent slopes; Kaliga

muck, frequently ponded, 0 - 1 percent slopes; Placid fine sand, frequently flooded; and Felda fine sand.

Additional geotechnical work will have to be performed during subsequent site analysis to determine the suitability of each soil type for development activities.

Threatened and Endangered Animal Species: The U.S. Fish and Wildlife Service (USFWS) is the federal agency responsible for protecting the nation's fish and wildlife resources; USFWS has the responsibility for terrestrial and freshwater species. The Department of Commerce, National Marine Fisheries Service has the responsibility for marine and estuarine species. In Florida, approximately 60 species of animals and 65 species of plants are federally listed by the USFWS as threatened or endangered.

Pursuant to a study conducted by Stillwater Environmental, Inc., and reviewed by Stantec Consulting Services, Inc. the following was determined.

The Audubon Eagle Watch Nest Locator Map revealed no documented eagle nests within the subject area. The nearest bald eagle nest The closest nest located to the subject property that has been located by these sources is nest No: PO 209 located approximately ½ mile to the east; As a result, it is not necessary to submit a Bald Eagle Management Plan for this nest.

The Environmental analysis survey results were negative for sands skinks and blue-tailed mole skinks; a clearance letter is included within this application.

Gopher tortoises are listed as threatened by the FFWCC. At the time of the survey there were no "potentially occupied" burrows located on the subject property. Currently there are four (4) options to conduct activities that may adversely impact tortoises and they are as follows:

1. Avoid developing the areas occupied by the tortoises.
2. Avoid individual burrow entrances to ensure the protection of the burrow. A radius of 25' surrounding each burrow is required.
3. Capture and relocate each tortoise to a FFWCC Long Term Protected Recipient Site.
4. If ten (10) or fewer burrows are affected and some habitat will exist on the site following construction, tortoises may be captured and released back onto the site.

Based on the future plans for the subject property, Option No. 3 has been determined to be the most viable option should any gopher tortoises be found. If some burrows are located prior to the initiation of any development activities, an application for a relocation permit will need to be prepared and submitted to the FFWCC. Once the permit has been issued and received, relocation efforts will be scheduled. The tortoises would then be excavated and relocated to a FFWCC Long Term Protected Recipient Site. None exist on site.

Parks & Recreation Facilities: Parks and Recreation Facilities are to be adequately addressed within the concurrent Planned Development rezoning. In addition to the conservation and open space, amenity areas and a trail network will be provided and interconnected within the Emilie Master Development.

Transportation/Access: Proposed access to the Emilie project includes two connections to Highway 60 E, utilizing two bridge crossings over the Peace Creek, and a connection to Gaskin Road. The eastern connection to Highway 60 E will be located approximately 3,700' west of Rifle Range Road and the western connection will be from an extension of Enterprise Boulevard located in the Clear Springs Corporate Park.

The proposed Comprehensive Plan Amendment (CPA) is supported by a Traffic Impact Study (TIS) prepared by Stantec Consulting Services Inc. The study identified the potential transportation impacts of the proposed Emilie West and Emilie East developments. A complete copy of the TIS is located in the City Planning Office.

Emilie West is being introduced as Phase 2A into the Clear Springs Detailed Area Sector Plan (DSAP) #1. Emilie East is proposed to be annexed into the City of Bartow but not into Clear Springs DSAP #1. Emilie West consists of approximately 555 acres, and Emilie East consists of approximately 375 acres. The property is less than 2 miles south of US Highway 17 and bounded by State Road 60 to the south.

The phasing schedule and land uses proposed for the entire Emilie development are as follows:

Development Project	Phase	Construction Start Year	Build-Out Year	Dwelling Units
Emilie West	1	2027	2032	1,151
Emilie East	2	2030	2036	1,094
Total				**2,245**

The TIS has been reviewed by representatives from the City of Bartow, Polk Transportation Planning Organization (TPO), Polk County, and Florida Department of Transportation (FDOT) District One.

A two-phase traffic impact study was conducted to analyze the impacts of the proposed Emilie West and Emilie East residential developments on surrounding roadway network and study intersections in Polk County. The assumed build-out year is 2032 for Emilie West (Phase 1) and 2036 for Emile East (Phase 2). For each phase, background traffic and project traffic required improvements were identified.

Conclusions reached by the Emilie West and Emilie East Traffic Impact Study, Stantec, Revised March 2025 are attached consisting of Pages 87 - 90. Table 32 of the summarizes the background and project improvements for each phase. Table 33 provides a consolidated summary of all transportation improvements through build-out.

Utility Systems:

Water and Wastewater: Only 8.6 acres of the Emilie East project area is currently in the City's Water and Wastewater Chapter 180 Reserve Area. Assuming the property is annexed the City can permit the extension of its potable water and sewer services to serve the project. Currently, city water and wastewater facilities extend to a portion of Emilie West and will be expanded and extended the Emilie East portion of the master planned community. Capacity (both current and planned) exists in each system to accommodate the proposed development.

Stormwater Management: Stormwater management facilities will be constructed concurrent with site development. These facilities will be constructed according to guidelines and standards established by federal, state and local agencies to include the Federal Emergency Management Agency, Southwest Florida Water Management District, Florida Department of Environmental Protect, Florida Department of Transportation, Polk County and the City of Bartow.

Solid Waste: Solid waste and recycling services will be provided by the City of Bartow. Adequate capacity currently exists at the Polk County Central Landfill to meet the needs of this proposed development in the future. The adopted level of service of 8.0 pounds per person per day will be maintained.

Electrical Distribution: The property is located in the City's electrical service area. Future development of the property will be required to connect to the system.

Emergency Response: Law Enforcement and Fire Protection will be provided by the City of Bartow Police and Fire Departments. Both agencies will be tasked with planning and budgeting for additional assets, for approval by the City Commission, to ensure satisfactory coverage is maintained in future years.

Public Schools: Polk County School Board information was used during the development review of this project to determine student school assignment and impacts. For school assignment purposes the entire Emilie development is zoned for Wahneta, Eagle Lake and South Pointe Elementary Schools, Westwood and Bartow Middle Schools and Lake Region and Bartow Senior High schools. The entire development will produce an estimated 324 elementary, 187 middle and 263 high school students.

The applicant has received a non-binding determination of impacts from district staff which states there is available capacity at the zoned middle and high schools. It also states there is insufficient capacity at the zoned elementary schools; however, concurrency can still be achieved through adjacent zoned districts or other mitigation measures as provided in the approved Interlocal Agreement for Public School Facility Planning. No seats are being reserved for the proposed project. The developer will be required to apply for a school concurrency determination at the time they apply for concurrency with the City in order to receive a binding determination and pay school impact fees at the appropriate time.

Public Notice: Public notice of the request was published in the local newspaper and posted on the City website and City Hall bulletin board. Forty-two property owners within a 500' notification radius were notified of the request.

IMPACT ANALYSIS

Land Use Compatibility: The proposed Low Density Residential will allow land uses that are compatible with the surrounding area.

Consistency w/ Comp Plan: The request to designate the parcels Low Density Residential on the City's Future Land Use Map is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan. Specifically, the following:

Future Land Use Policy 1.1.3: Approval of development proposals will be conditioned on the availability of public facilities and services necessary to serve the proposed development and that the facilities meet the City's established level of service standards

established within all elements of the City of Bartow Comprehensive Plan, including the level of service standards listed within the following elements: Infrastructure Element; Transportation Element; Capital Improvements Element; and Public School Facilities Element.

Future Land Use Policy 1.2.1: The City will approve the location of new development on the basis of the suitability of the land to support development without adversely affecting the natural environment resources, potable water well protection areas and environmentally sensitive land, through the use of a development review process and appropriate mitigation measures. Specifically, the densities and intensities of land uses in wetlands, flood prone areas, and areas with severe soil limitations to development shall be regulated accordingly.

Future Land Use Policy 1.2.1.a: All future wetlands annexed into the City of Bartow that are 10 acres or more in size shall be classified as either Conservation or Recreation and Open Space Land Use on the Future Land Use Map. Wetland areas less than 10 acres in size on any parcel do not need to be shown on the Future Land Use Map unless the area is part of a larger contiguous system, when combined, totals 10 acres or more in size.

Future Land Use Policy 1.2.1.b: requires that "All future flood plains be annexed into the City of Bartow that are 10 acres or more in size shall be designated either Conservation or Recreation and Open Space on the Future Land Use Map. Floodplain areas less than 10 acres in size on any parcel do not need to be shown on the Future Land Use Map unless the area is part of a larger contiguous system, when combined, totals 10 acres or more in size.

Future Land Use Policy 1.2.2: The City will encourage development in areas where public facilities and services are available or are projected to be available. High intensity, higher density uses will be encouraged where the greatest level of public facilities exist. Low density, low intensity development will be encouraged where low public facility capacities exist.

Future Land Use Policy 1.6.3: The City will require developers to obtain all required permits from the Florida Department of Environmental Protection (FDEP), the Southwest Florida Water Management District (SWFWMD), and the Polk County Health and Rehabilitative Services when a proposed development:

a. is located within the 100 year floodplain as delineated by the Federal Emergency Management Agency (FEMA);

b. contains jurisdictional wetlands designated by the FDEP and/or the SWFWMD, or wetland areas identified on National Wetlands Inventory maps completed by the U.S. Department of the Interior, Fish and Wildlife Service; or

c. contains soils rated as having "severe limitations" by the Polk County Soil Conservation Service. The City shall require evidence of appropriate permits from state or federal regulatory agencies prior to the issuance of a development permit

Future Land use Policy 1.7.2: Prior to the issuance of a development order, the City shall require developers to confirm that required utility services are available or will be available concurrent with the impacts of the development.

Housing Policy 1.4: The City will develop schedules to provide municipal services to those areas designated on the Future Land Use Map for residential development.

Transportation Policy 1.4: The City shall continue to review all development proposals and require that such proposals contain sufficient information to determine their impacts on the adopted LOS standards.

Transportation Policy 2.2: The City will promote Planned Unit Developments and similar types of mixed use developments with multi-modal provisions.

*Transportation Policy 2.3:*The City will implement land use policies in support of increased transit, which includes encouraging mixed use developments and medium or higher residential densities within ¼ mile of any existing and planned transit route.

Transportation Policy 4.4: During the development review process, the City will coordinate with the FDOT and the TPO when reviewing development proposals within the City limits abutting a State or County roadway to ensure state and regional consistency.

Transportation Objective 7 - Access Management: The City of Bartow shall coordinate access point, median openings, and street intersection locations associated with adjacent existing and future development to promote a safe and orderly pattern

of access and preserve the capacity of arterial and collector roads.

Transportation Objective 10: The City will encourage non-automotive mobility.

Infrastructure Policy 2.5: The extension of municipal sanitary sewer and potable water facilities beyond the City limits of Bartow shall be extended to those areas suitable for higher densities and intensities of use that are only contiguous to the City, and to discourage urban sprawl.

Infrastructure Policy 3.5: No development permit will be issued if it will result in the inability of the City to maintain the Levels of Service at or above the levels established in this plan.

Recreation Policy 4.1: The City shall promote the use of open space for protection of natural vegetation and for landscaping, buffering, or greenbelts.

STAFF ANALYSIS

Annexation of the property is occurring concurrently with this request. The request to designate the property as Low Density Residential on the Future Land Use Map is consistent with the intent of the City's Comprehensive Plan. Specifically, the policies that were mentioned above.

Future development of this site for residential development is compatible with the surrounding area and will be consistent with future development trends in the area. The applicant was notified during the initial application process of the need to submit a PD, Planned Development application to ensure that an effective planning and development process is established for the entire property. The PD application is being processed concurrently with this small scale amendment to ensure that all issues regarding residential density, compatibility and performance standards (e.g. setbacks, lot widths, etc.) are addressed in a consistent process.

With adequate access to Highway 60 East and Gaskin Road the parcel is well integrated into the transportation network of the City of Bartow. The utility infrastructure systems that will be extended to the site at the developers expense will also provide the full range of urban services that are necessary for the residential use of this property.

Since the property is greater than 50 acres in size the requested amendment is being processed as a Large Scale Map Amendment. This process includes review by the Planning Commission, City Commission and FloridaCommerce Division of Community Development through its expedited review process.

In reviewing and formulating recommendations to the City Commission on the proposed amendments to the Comprehensive Plan the Planning and Zoning Commission shall specifically consider and evaluate the proposed changes to future land use designations against the following standards:

(A) The proposed Plan Amendment is consistent with the goals of the City of Bartow Comprehensive Plan. Objectives and policies of the Plan may be proposed for modification by the Amendment.

(B) The proposed Plan Amendment contains an analysis of the Levels of Service for all public facilities and services; identifies the timing of improvements to maintain Levels of Service established by the Comprehensive Plan; and estimates the cost of such improvements to the City and to the developer.

(C) In the case of a proposed Plan Amendment to the Future Land Use Map, the proposed Land Use Classification at the proposed location has been analyzed to identify adverse impacts to adjacent land uses, the character of the neighborhood, parking, or other matters affecting land use compatibility and the general welfare of the City. Said analysis must address land uses as they now exist, and as they may exist in the future, as a result of the implementation of the goals, objectives and policies of the Comprehensive Plan; and contains objectives and policies to mitigate or eliminate adverse impacts.

(D) The proposed Plan Amendment contains an analysis of community need for the development associated with the Amendment. The analysis is based on existing and proposed uses of a similar nature in the City, and an assessment of the need to provide or maintain a proper mix of uses both within the City of Bartow and also in the immediate area in Polk County or another municipality.

(1) The proposed Plan Amendment shall not result in either a detrimental over concentration of a particular use within the City or within the immediate area.

(2) The Plan Amendment contains sufficient proof to convince the Planning and Zoning Commission and the City Commission that the proposed Plan Amendment and Land Use Classification supplants the analysis that supported the establishment of the existing Land Use Classification.

The Planning and Zoning Commission may recommend approval of this application only when all of the standards listed above, including those required pursuant to Chapter 163, FS, are met.

Alternatively, the Commission may recommend denial of this application if any of the standards listed above, including those required pursuant to Section 163, FS, are not met.

It is staff's opinion that the standards to approve this application as requested by the applicant have been satisfied.

STAFF RECOMMENDATION

Staff recommends approval of Application #CPA-25-01-LS to amend the Future Land Use Map (FLUM) as described herein for the following reasons:

1. The request allows land uses that are compatible with existing/planned development in the area and allows for a reasonable use of the property;

2. The map amendment request is consistent with the City of Bartow's Comprehensive Policy Plan; and

3. The proposed amendment and subsequent site development will not degrade the Level of Service of the City's public facilities or services.

PLANNING AND ZONING COMMISSION RECOMMENDATION

At its meeting of October 27, 2025, the Planning and Zoning Commission voted to recommend denial of this application to the City Commission.

CITY COMMISSION FIRST READING AND TRANSMITTAL

At its regular meeting of November 17, 2025, and after conducting a public hearing, the City Commission voted to approve this application (e.g. Ordinance No. 2025-21) on first reading and authorized its transmittal to FloridaCommerce Division of Community Development.

AGENCY REVIEW AND CITY RESPONSE

Pursuant to Section 163.3184, Florida Statutes (F.S.), related to expedited state review, the following agencies were provided the opportunity to review and provide comment on the proposed amendment. Agency comments are reflected below along with the appropriate City response.

FloridaCommerce: The Department identified no comments related to important state resources and facilities within its authorized scope of review that will be adversely impacted by the amendment if adopted.

City Response: Acknowledged.

Southwest Florida Water Management District: The District reviewed the proposed amendment and offered the following technical assistance comments for the City's consideration.

Regional Water Supply

Comment 1: The amendment should be supported by data and analysis demonstrating the availability of adequate potable water capacity to meet the additional demand due to the land use change, pursuant to Chapter 163.3177(6)(a)8.a., F.S., and Department of Economic Opportunity (DEO) guidelines (see page 4, item "B of DEO's publication entitled A Guide To The Data And Analysis To Support Comprehensive Plan Amendments).

City Response: The requested amendment is to change the existing Polk County land use designation from A/RR, Agricultural / Rural Residential and RL-1X, Residential Low -1, both of which permit low density residential development by Polk County's Growth Management Plan. The A/RR designation provides for very low density residential development and the RL-1X district is characterized by densities up to, and including, 5.00 DU/AC. The proposed Emilie East

CPA will require 0.301 million gallons of potable water per day. The City of Bartow water treatment plant is currently permitted with a plant capacity of 7.9 mgd. As of December 1, 2025, the 12-month average flow was 3.96 mgd with .567 mgd of reserved capacity based on the City's concurrency management tracking system. When the current average flow and reserved capacity is subtracted from the total plant capacity it leaves 3.372 mgd of remaining capacity to serve the increase associated with the Emilie East CPA.

Comment 2: Considering the site would allow additional residential development, the use of water conservation and reclaimed water (when available) should be maximized. Potential water conservation measures include, but are not limited to, *Florida Water Star* SM, *Florida-Friendly Landscaping* TM and distribution of water conservation literature to residents.

City Response: During subsequent site development and permitting processes future development will be required to comply with the City's policies and regulations regarding water conservation. These include policies in the comprehensive plan related to the use of high-efficiency, low-volume, plumbing fixtures; appliances and other indoor water use systems in a manner and to the extent determined by the City to comply with applicable City ordinances. Other land development regulatory measures in place include: 1) Florida friendly landscape practices and irrigation system regulations that establish minimum standards for the development, installation, and maintenance of landscape areas without inhibiting creative landscape design, construction and management; and water conservation for landscape irrigation, irrigation system design; and 2) Installation standards, and efficient plumbing requirements that implement uniform procedures to promote water conservation through more efficient landscape irrigation and the installation of more efficient plumbing fixtures and appliances.

Floodplains and Flood prone Areas/Wetlands and Other Surface Waters

Comment 3: No Comments.

City Response: N/A

The City also acknowledges the comments provided regarding regulatory matters. These will be carefully considered as development of the subject property proceeds.

Florida Department of Transportation District 1: The District reviewed the transmitted proposed amendment and determined it not to have significant adverse impacts to transportation resources or facilities of state importance.

City Response: N/A

Florida Department of Environmental Protection: The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment. Based on the review of the

submitted amendment package, the Department found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

City Response: N/A

Florida Department of State, Division of Historic Preservation: The Division reviewed the proposed amendment and noted that agency records indicate that the amendment location has not been sufficiently surveyed to determine if unrecorded historic resources are present. Division staff recommends that any future development plans should be sensitive to locating, assessing, and avoiding potential adverse impacts to historic resources.

City Response: Policies within the City's Comprehensive Plan Future Land Use require all development proposals be accompanied by evidence that an inventory of wetlands; soils posing severe limitations to construction; unique habitat; endangered species of wildlife and plants; historic structures and/or sites; and areas prone to periodic flooding has been conducted.

Florida Department of Education: The Department reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Polk County School Board: School Board staff reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Polk County Board of County Commissioners: Polk County Growth Management Department staff reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

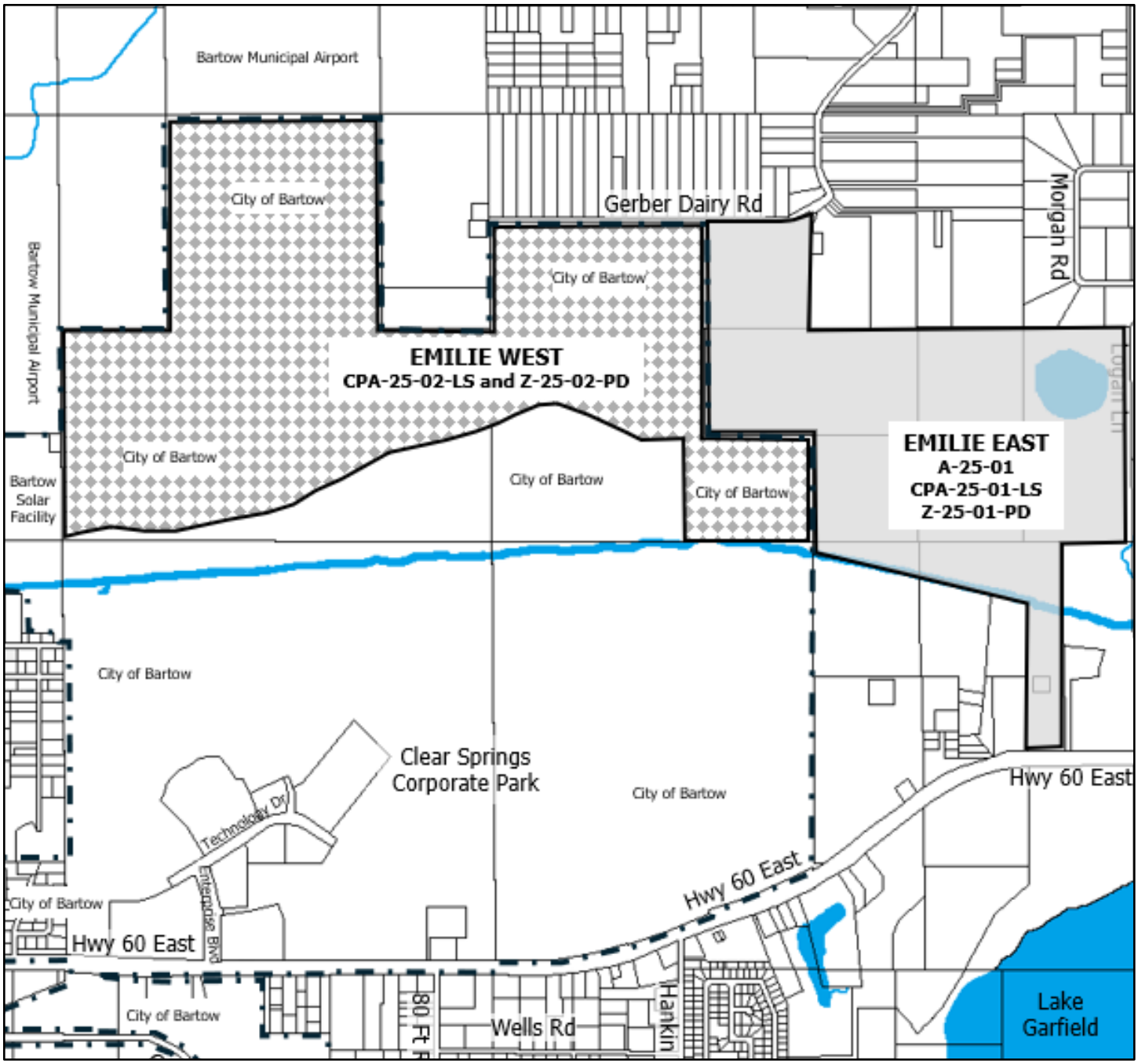
Central Florida Regional Planning Council: Council staff reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

CITY OF BARTOW REVISIONS

Even though Agency comments did not result in any changes to this application it is the City's intent to remain a partner with these agencies to ensure the best possible outcome for present and future generations.

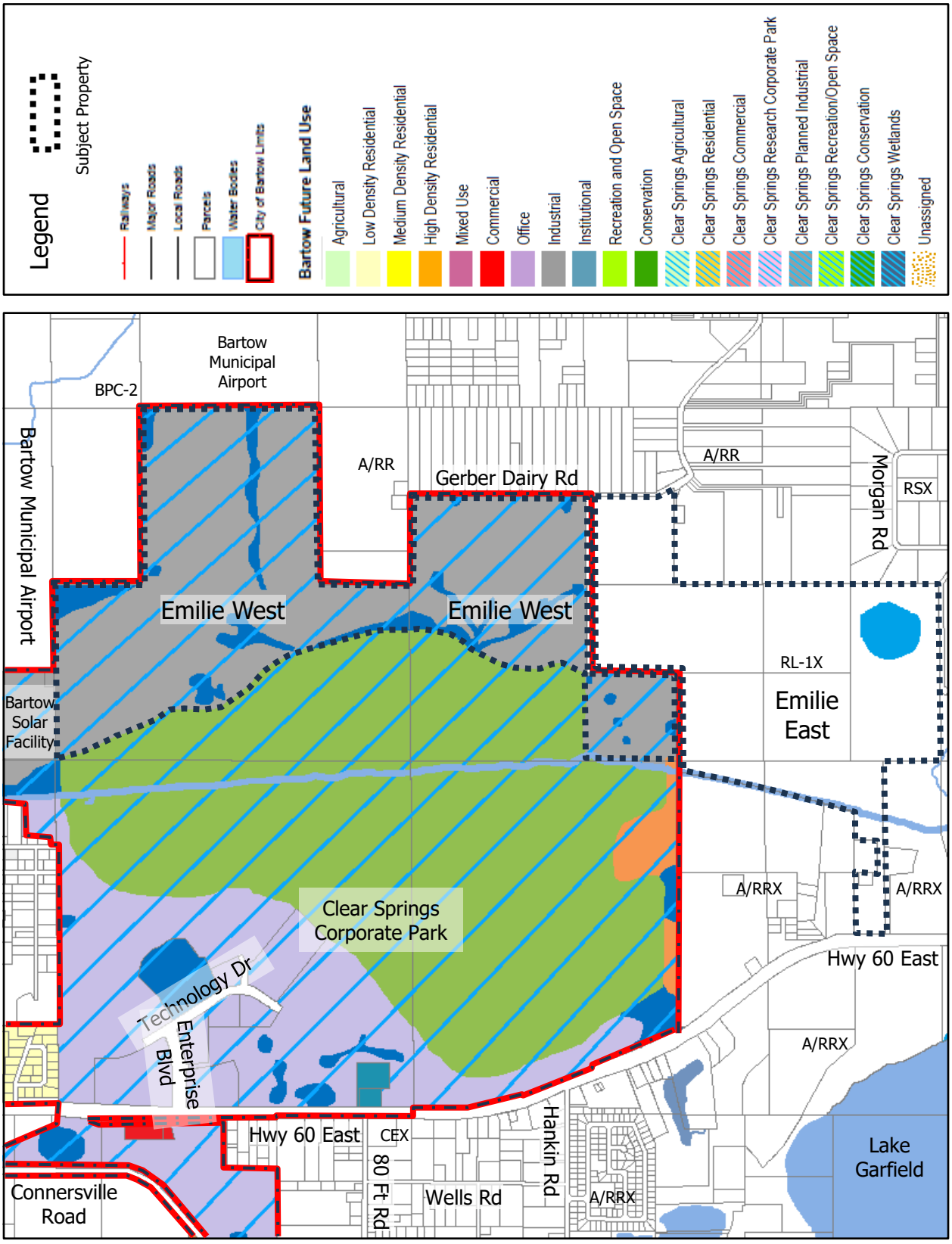
Location Map



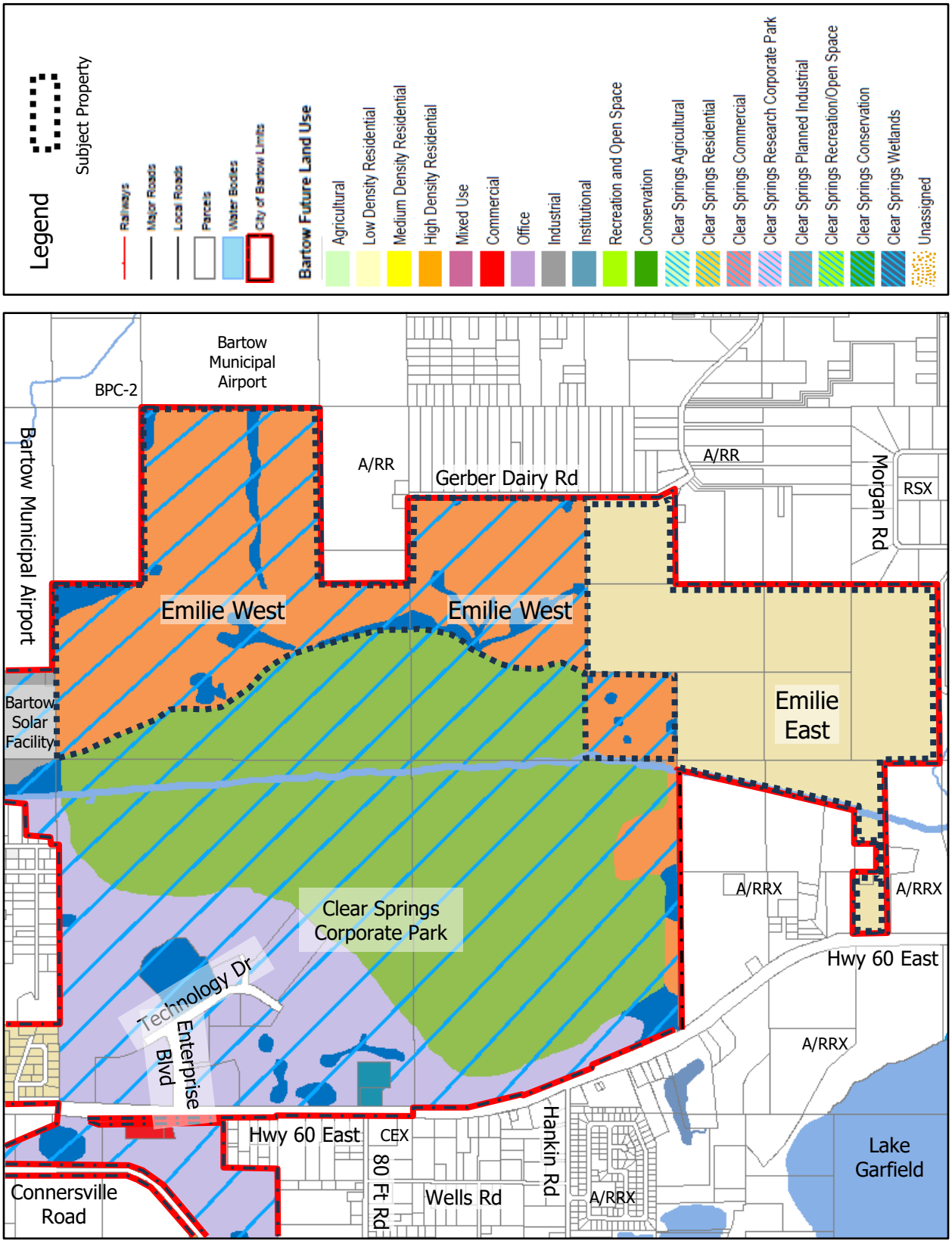
Bartow City Limits

NORTH

Attachment 1
Future Land Use Map
Existing



Attachment 2
Future Land Use Map
Proposed



CONCLUSIONS

A two-phase traffic impact study was conducted to analyze the impacts of the proposed Emilie West and Emilie East residential developments on surrounding roadway network and study intersections in Polk County. The assumed build-out year is 2032 for Emilie West (Phase 1) and 2036 for Emile East (Phase 2).

For each phase, background traffic and project traffic required improvements were identified. **Table 32** summarizes the background and project improvements for each phase. **Table 33** provides a consolidated summary of all transportation improvements through build-out. Based on the analyses conducted, it was concluded:

2024 Existing Traffic Conditions

All roadway segments and intersections within the traffic impact area operate at acceptable level-of-service (LOS) standards except for the following three (3) study intersections:

- SR 60/Walmart Driveway & Van Fleet Drive
- SR 60 & Connersville Road/91 Mine Road
- US 17 & 91 Mine Road /Griffin Road

2032 Background Traffic Conditions

All roadway segments and intersections within the traffic impact area are anticipated to operate at acceptable LOS standards except for six (6) study intersections. Intersection improvements were identified to correct these background traffic deficiencies. Transportation improvements required for 2032 background traffic conditions are summarized in **Table 32**.

2032 Phase 1 Total Conditions

Emilie West (Phase 1) residential development is expected to generate a total of 949 trips (598 Enter; 351 Exit) during the PM peak hour and a total of 648 trips (162 Enter; 486 Exit) during the AM peak hour.

With 2032 background improvements in place, and with the addition of 2032 Phase 1 project traffic, all roadway segments and intersections within the traffic impact area except for the following two (2) study intersections:

- SR 60 and Connersville Road/91 Mine Road
- SR 60 and Enterprise Boulevard

Transportation improvements required to correct 2032 Phase 1 project traffic deficiencies are summarized **Table 32**.

2036 Background Traffic Conditions

All roadway segments and intersections within the traffic impact area are anticipated to operate at acceptable LOS standards except for two (2) study intersections. Intersection improvements were identified to correct these background traffic deficiencies. Transportation improvements required for 2036 background traffic conditions are summarized in **Table 32**.

2036 Phase 2 Total Traffic Conditions

Emilie East (Phase 2) residential development is expected to generate a total of 902 trips (568 Enter; 334 Exit) in the PM and a total of 616 trips (154 Enter; 462 Exit) in the AM peak hour.

With 2036 background improvements in place, and with the addition of 2036 Phase 2 project traffic, the roadway segments and study intersections within the traffic impact area except for the following two (2) study intersections:

- SR 60 and Connersville Road/91 Mine Road
- 91 Mine Road & Gaskins Road

Transportation improvements required to correct 2036 Phase 2 project traffic deficiencies are summarized **Table 32**.

Site Access Analysis

A site access analysis was completed to determine turn lane requirements and traffic control operations at three (3) site access driveways. The following recommendations were made:

1. Enterprise Boulevard at SR 60
    a. Signalize the intersection in the 2032 Phase 1 total traffic conditions.
    b. Extend EBL turn lane to 1,030 feet total in the 2036 Phase 2 total traffic conditions.
    c. Extend SBL turn lane to 420 feet total in the 2036 Phase 2 total traffic conditions.
2. Emilie East RIRO access driveway at SR 60
    a. Provide 405-foot WBR turn lane in the 2036 Phase 2 total traffic conditions.
3. 91 Mine Road at Gaskins Road
    a. Signalize the intersection in the 2036 Phase 2 total traffic conditions.
    b. Provide 310-foot SBL turn lane in the 2036 Phase 2 total traffic conditions.
    c. Provide 255-foot WBL turn lane in the 2036 Phase 2 total traffic conditions.

Safety Analysis

A safety analysis was conducted to identify any observable crash patterns at the site access driveways / intersections. The crash rates at the three site access driveways are below the state average rates and no typical crash patterns were observed.

Table 32: Improvement Summary

Intersection	2032 Background	2032 Phase 1 Total	2036 Background	2036 Phase 2 Total
1: SR 60/Walmart Driveway & Van Fleet Dr	Add 3rd NBL turn lane; Add SBL turn lane; Add overlap to SBR; Modify NBL & SBL to protected only			
3: SR 60 & Flamingo Dr	Add 2nd NBR turn lane			
5: SR 60 & Connersville Rd/ 91 Mine Rd		Signalize; Modify EBL and WBL to protected only; Add overlap to SBR		Add SBR turn lane
6: SR 60 & Enterprise Blvd		Signalize		Extend EBL turn lane; Extend SBL turn lane
7: SR 60 & 80 Foot Rd	Optimize signal timing		Add NBL turn lane; Modify NB/SB to Split phase; Modify cycle length	
8: SR 60 & Emilie East access driveway				Add WBR turn lane
10: Rifle Range Rd & Bomber Rd	Add 2nd NBL turn lane; Add SBR turn lane; Modify NBL and SBL to protected only			
11: Rifle Range Rd & Eagle Lake Loop Rd	Add EBR turn lane and add overlap phase; Add WBR turn lane and add overlap phase			
13: 91 Mine Rd & Gaskins Rd				Signalize; Add SBL turn lane; Add WBL turn lane
14: US 17 & 91 Mine Rd/ Griffin Rd	Signalize; Modify EBL and WBL to protected only		Add NBL turn lane; Optimize signal timing	

Table 33: Summary of All Improvements through Build-Out

Intersection	Background Improvements (Not Project Related)	Project Improvements
1: SR 60/Walmart Driveway & Van Fleet Dr	Add 3rd NBL turn lane; Add SBL turn lane; Add overlap to SBR; Modify NBL & SBL to protected only	
3: SR 60 & Flamingo Dr	Add 2nd NBR turn lane	
5: SR 60 & Connersville Rd/ 91 Mine Rd		Signalize; Modify EBL and WBL to protected only; Add overlap to SBR; Add SBR turn lane
6: SR 60 & Enterprise Blvd		Signalize; Extend EBL turn lane; Extend SBL turn lane
7: SR 60 & 80 Foot Rd	Add NBL turn lane; Modify NB/SB to Split phase; Modify cycle length; Optimize signal timing	
8: SR 60 & Emilie East access driveway		Add WBR turn lane
10: Rifle Range Rd & Bomber Rd	Add 2nd NBL turn lane; Add SBR turn lane; Modify NBL and SBL to protected only	
11: Rifle Range Rd & Eagle Lake Loop Rd	Add EBR turn lane and add overlap phase; Add WBR turn lane and add overlap phase	
13: 91 Mine Rd & Gaskins Rd		Signalize; Add SBL turn lane; Add WBL turn lane
14: US 17 & 91 Mine Rd/ Griffin Rd	Signalize; Modify EBL and WBL to protected only; Add NBL turn lane; Optimize signal timing	

ORDINANCE NO. 2025-18

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF BARTOW, FLORIDA; SAID AMENDMENT BEING KNOWN AS "AMENDMENT NO. CPA-25-01-LS – EMILIE EAST"; SPECIFICALLY ASSIGNING LOW DENSITY RESIDENTIAL LAND USE TO RECENTLY ANNEXED PARCELS OWNED BY SMITH GERBER, LLC; TRANSMITTING SAID AMENDMENT TO FLORIDACOMMERCE DIVISION OF COMMUNITY DEVELOPMENT FOR A FINDING OF COMPLIANCE; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE

WHEREAS, Chapter 163, Part II, Florida Statutes, the Community Planning Act, empowers and mandates the City of Bartow, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the City; and

WHEREAS, the Planning and Zoning Commission, sitting as the Local Planning Agency as designated by the City, considered this **Amendment #CPA-25-01-LS**, after conducting a duly advertised public meeting, to obtain public comment and consider all written and oral comments received during the public hearing, including support documents and recommends denial of the amendment; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the City Commission held meetings and hearings on **Amendment #CPA-25-01-LS**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, in exercise of its authority the City Commission has determined it necessary to adopt this **Amendment #CPA-25-01-LS** to the Comprehensive Plan, which map is marked as Attachment 1, Exhibit "A", and is included and made a part hereof, to insure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of Bartow; and

WHEREAS, in exercise of its authority the City Commission amends its Comprehensive Plan in the following specific manner:

1. The Future Land Use Map is amended to assign those parcels of land shown in Attachment 1, Exhibit "A", and described in Attachment 2, Exhibit "A", a Low Density Residential Future Land Use Designation; and

WHEREAS, because this amendment affects more than ten (50) acres of land, the City Clerk caused to be published in a newspaper of general circulation in the City of Bartow of general interest and readership in the community and not one of limited subject matter, a notice of the public hearing when this proposed map amendment to the Comprehensive Plan would be considered by the City Commission on first reading, said notice in the form and manner required by Section 166.041, Florida Statutes, and being published at least seven (7) days before said public hearing.

WHEREAS, in accordance with the Expedited State Review procedures required by Section 163.3184(3), the City of Bartow transmitted the proposed amendment and supporting data and analysis to the applicable review agencies.

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF BARTOW, FLORIDA:

Section 1. The Future Land Use Map of the Comprehensive Plan of the City of Bartow is hereby amended to add thereto map amendment, as shown in Attachment 1, Exhibit "A", which is attached and made a part hereof.

Section 2. Said Amendments affect the lands described in Attachment 2, Exhibit "A", which is attached and made a part hereof.

Section 3. Any scrivener's error created as a result of the passage of this ordinance may be corrected by City of Bartow staff, without further legislative action, so long as the intent of this ordinance is preserved, by filing a revised copy thereof with the City Clerk's office with the terms "Staff Revised" and the revision version number in the style of the ordinance.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. After passage on first reading, notice of the second reading and public hearing on the ordinance before the City Commission shall be published at least five (5) days before the hearing, and at least three copies of this Ordinance, in the form in which it has been passed on first reading, shall be made available for public inspection in the Office of the City Clerk of the City of Bartow for the entire period between readings.

Section 6. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Section 7. A copy of this enacting ordinance and City of Bartow Future Land Use Map and Comprehensive Plan shall be located in the Office of the City Clerk of Bartow. The City Clerk shall also make copies available to the public for a reasonable publication charge.

INTRODUCED AND PASSED on First Reading the ____ day of _____ , 2025.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the City Commission of Bartow, Florida, this _____ day of _____ , 2026.

ATTEST WITH SEAL: **CITY OF BARTOW**

By: _____ By: _____

Jacqueline Poole, City Clerk Tanya Tucker, Mayor

Approved as to correctness and form: Approved as to substance:

By: _____ By: _____

Sean R. Parker, City Attorney Mike Herr, City Manager

EXHIBIT "A"
ORDINANCE NO. 2025-18

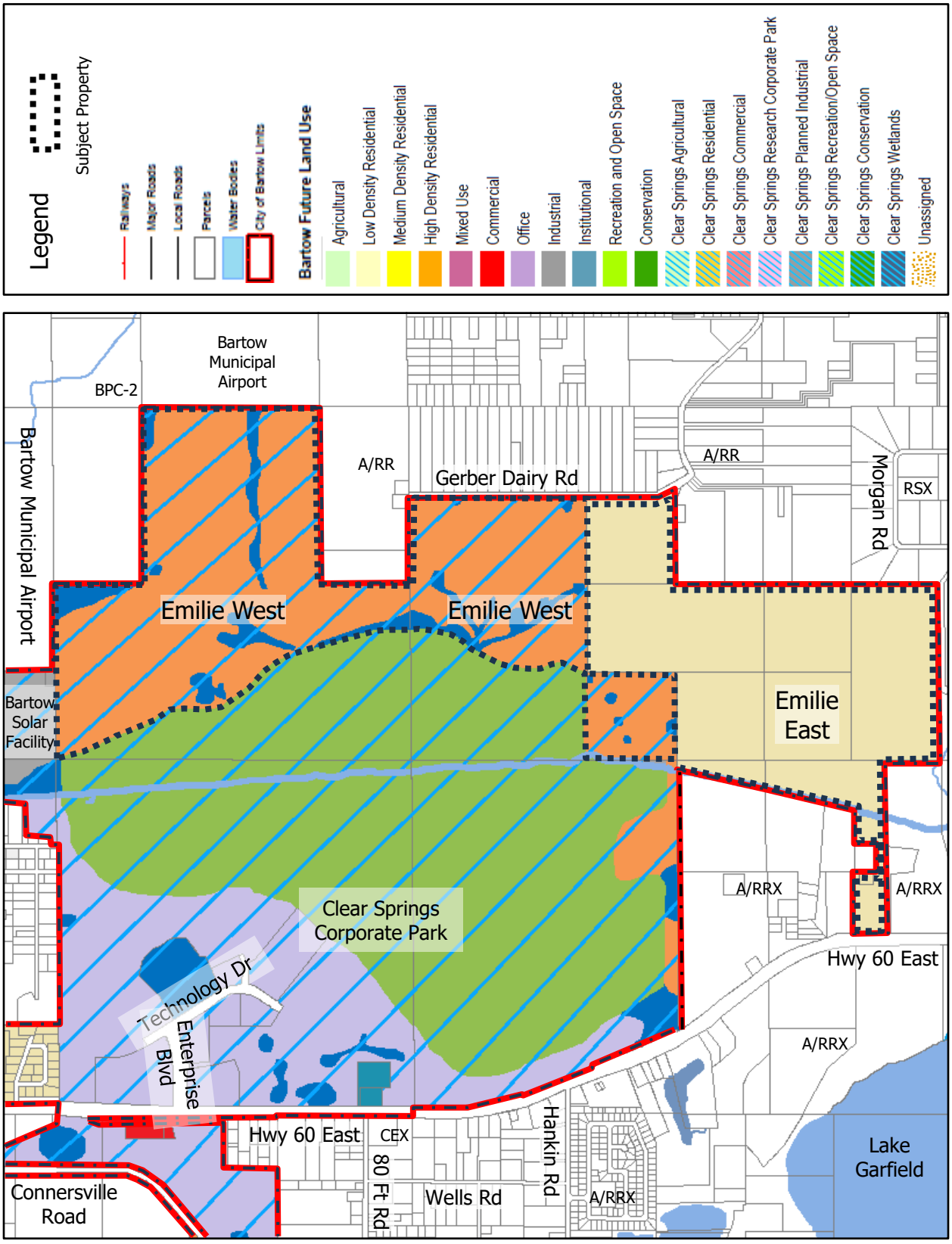
FUTURE LAND USE MAP AMENDMENT
AMENDMENT #CPA-25-01-LS

SMITH GERBER, LLC
(AKA EMILIE EAST)

NORTH SIDE OF HIGHWAY 60 EAST; 3,600' WEST OF RIFLE RANGE ROAD
IN SECTIONS 29-32, TOWNSHIP 29S, RANGE 26E,
POLK COUNTY, FLORIDA

BARTOW, FLORIDA

Attachment 1
Future Land Use Map



ATTACHMENT 2
Legal Description

THOSE PARTS OF SECTIONS 29 THRU 32, TOWNSHIP 29S, RANGE 26E, POLK COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE E-1/2 OF THE SW-1/4 AND SW-1/4 OF THE SW-1/4, ALL IN SECTION 29, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND THE NE-1/4 OF THE NE-1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL.

AND THE SE-1/4OF THE SE-1/4 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND ALL THAT PART OF THE NW-1/4 OF THE NW-1/4 SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL. AND ALL THAT PART OF THE E-1/2 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGIN AT A POINT ON THE SOUTH BOUNDARY OF SAID E-1/2 OF THE NW-1/4 A DISTANCE OF 468.79 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID E-1/2 OF THE NW-1/4; THENCE DEFLECT 91°51'23" FROM EASTERLY TO NORTHERLY AND RUN NORTHERLY 2059.11 FEET; THENCE DEFLECT 01°23'02" FROM NORTHERLY TO NORTHEASTERLY AND RUN NORTHEASTERLY 612.95 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID E-1/2 OF THE NW-1/4, SAID POINT BEING 448.31 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID E-1/2 OF THE NW-1/4 AND THE END OF SAID LINE.

LESS RIGHT-OF-WAY FOR STATE ROAD NUMBER 60.

AND LESS: THE EAST 223 FEET OF THE WEST 273 FEET OF THE NORTH 180 FEET OF THE SOUTH 988.50 FEET OF THE SE-1/4 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA,

AND LESS: THE WEST 350 FEET OF THE NORTH 481 FEET OF THE SOUTH 1465.50 FEET OF THE E-1/2 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA,

SUBJECT TO: AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LANDS: THE WEST 50 FEET OF THE SOUTH 988.50 FEET OF THE SE-1/4 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 60.

AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA,

AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH AND EAST OF THE MAINTAINED RIGHT OF WAY OF GERBER DAIRY ROAD, SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

CONTAINING 369.298 ACRES, MORE OR LESS.

Case #Z-25-01-PD / Emilie East PD
Planning Department Staff Report
P & Z Hearing Date: October 27, 2025
City Commission Dates: November 17, 2025 (1st Reading)
March 2, 2026 (2nd Reading/PH)

GENERAL INFORMATION

Request:	Review and recommendation to the City Commission of a request to assign a PD, Planned Development zoning classification to 369.3 (+/-) acres of land.
Owner:	Smith Gerber, LLC
Applicant:	Bart Allen, Peterson & Myers, P.A.
Location:	North side of Highway 60 East; 3,600' west of Rifle Range Road in Sections 29-32, Township 29S, Range 26E, Polk County, Florida. *(See Location Map)*
Property Size:	369.3 acres (+/-) which includes eight Polk County Property Appraiser tax parcels.
Existing Use:	The properties are currently undeveloped.
Adjacent Land Uses:	N: Single Family Residences & Residential Development (PC) S: Single Family Residences & Residential Development (PC) Undeveloped (COB) E: Single Family Residences & Residential Development (PC) W: Single Family Residences & Residential Development(PC) Undeveloped (COB)
Future Land Use:	A Large Scale Comprehensive Plan amendment has been filed by the applicant and is being processed concurrent with this application. The amendment would establish an LDR, Low Density Residential Future Land Use Map (FLUM) designation on the property. *(See Attachment 2)*
Adjacent FLUM Designations:	N: A/RR, Agriculture/Rural Residential; RS, Residential Suburban & A/RRX, Agriculture/Rural Residential (PC) S: A/RRX, Agriculture/Rural Residential (PC) Clear Springs Planned Industrial (COB) E: A/RR, Agriculture/Rural Residential & RS, Residential Suburban (PC) W: A/RRX, Agriculture/Rural Residential (PC) Clear Springs Planned Industrial (COB)
Existing Zoning:	Unassigned *(See Attachment 3)*

Adjacent Zoning Classification:
N: A/RR, Agriculture/Rural Residential; RS, Residential Suburban & A/RRX, Agriculture/Rural Residential (PC)
S: A/RRX, Agriculture/Rural Residential (PC)
PD, Planned Development (COB) *(Pending Approval Application Z-25-02-PD Emilie West)*
E: A/RR, Agriculture/Rural Residential & RS, Residential Suburban (PC)
W: A/RRX, Agriculture/Rural Residential (PC)
PD, Planned Development (COB) *(Pending Approval Application Z-25-02-PD Emilie West)*

Proposed Zoning: If the requested changes are approved by the City Commission the zoning classification for the parcel will be PD, Planned Development. *(See Attachment 4 and PD Land Use Plan)*

Proposed Land Use: The applicant represents a development interest that intends to construct a residential community consisting of approximately 1,094 residential dwelling units and ancillary support uses. This site is being planned as a part of a larger residential development, including both Emilie East (this application) and Emilie West (concurrent application to the west of this property). The Emilie East and West Master Development proposes approximately 2,245 residential dwellings.

ZONING DISTRICT SUMMARY

Purpose: The purpose and intent of the PD district is to provide for well-planned and orderly development in any area of the City. Pursuant to specific policies within the Future Land Use Element a PD classification is an appropriate zoning for this request.

The proposed PD includes several distinct land uses permitted within its boundaries. These include single family residential; multi-purpose trails/greenway corridors, and wetlands/ conservation; open space/recreation and amenity areas.

Single Family Residential Development: Within the proposed PD, a range of residential densities and related variety of single family residential housing types (e.g. unit and lot sizes) are being provided to meet various housing needs. Each residential unit type is identified within the proposed PD "Lot Development Standards" and is identified with an alphabetical letter on the Land Use Plan. Additionally, the Land Use Plan depicts residential lot standards, including lot widths, setbacks, lengths and unit mix. Minimum home sizes would range from 1,200 to 2,000 square feet.

The following table summarizes the residential unit types and totals within the PD:

Emilie East Residential Unit by Development Area							
Area	Lot Width	Front Setback	Side Setback	Rear Setback	Min. Lot Length	Building Height	Unit Mix
A	40′	20′/25′ [1]	5′	15′	110′	35′	Max 50%
C	50′	20′/25′ [1]	5′	15′	110′	35′	Max 30%
D	50′	20′/25′ [1]	5′	15′	120′	35′	Max 15%
E	50′	20′/25′ [1]	5′	15′	130′	35′	Max 10%
F	55′	20′	5′	15′	110′	35′	Max 25%
G	60′	20′	5′	15′	110′	35′	Min 5%
Notes: [1] Indicates a setback of 20 for living area and 25′ for garage structure							

Multi-Purpose Trails/Greenway Corridors: The proposed PD expands on the network of multi-purpose trails that are conceptually identified within the adjacent Clear Springs Sector Plan DSAP#1 area (e.g. Emilie West and Clear Springs Corporate Park). The network of trails provided for within the proposed PD provides part of the infrastructure that will ensure that multi-modal transportation opportunities are part of this development plan.

A network of greenway corridors are also conceptually identified and incorporated into the proposed PD. These greenways are separate and distinct and allowed to be used to provide access to urban open space or other reserved open space areas. Greenways will be designed to provide vegetated buffer function and assist in providing connectivity between development parcels. They may also be used for picnic shelters, gazebos, trail head and other similar facilities and pedestrian-trails for recreational uses. The developer will also be evaluating site planning and design guideline characteristics from other jurisdictional agencies (e.g. FDOT, FDEP, FWC, etc.) to facilitate wildlife corridors and crossings in order to protect existing ecology, wildlife habitat, and natural resources within and adjacent to the project site.

Wetlands/Conservation; Open Space/Recreation; and Amenity Areas: These areas currently total 161 acres of the overall site. The preservation, alteration and other means by which these areas will be integrated into final design of development within the proposed PD has yet to be determined but may occur with

greater flexibility than is otherwise the norm. For example, use of wetland systems for stormwater management, floodplain mitigation and other engineering or natural resource purposes may be appropriate.

SPECIAL INFORMATION

Environmental Analysis:

Terrain: The highest elevations are found in the northeast and central portions of the property with the elevations decreasing towards the west and central areas. The low point of the project is in the Peace Creek channel at elevation 99' MSL.

Vegetation and Plant Species: Pedestrian surveys of the subject property were conducted to qualitatively document the existing vegetation and to assess the present land use patterns according to the Florida Land Use, Cover and Forms Classification System, Department of Transportation (FLUCFCS; DOT).

Ten (10) land-use types were determined for the subject property. These include Fixed Single Family Units (1.09 ac./0.29%); Improved Pasture (289.44 ac/77.54%); Abandoned Citrus Grove (21.98 ac/40.74%); Streams and Waterways (Peace Creek) (2.57 ac/0.69%); Streams and Waterways (2.15 ac/0.58%); Wetland Scrub (1.26 ac/0.34%); Vegetated Non-Forested Wetlands (0.96 ac/0.26%); Freshwater Marshes (30.62 ac/8.20%); Wet Prairie (22.98 ac/6.16%); and Intermittent Ponds (0.18 ac/0.05%).

Pursuant to a study conducted by Stillwater Environmental, Inc., and reviewed by Stantec Consulting Services, Inc. no threatened or endangered plant species exist on site.

Surface Water, Wetlands and Flood Plain: Six (6) wetland/surface water classifications occur on the subject property. Any proposed development in the future that would include impacting these wetlands will need to be accounted for in the Environmental Resource Permit (ERP) issued for this project with the Southwest Florida Water Management District, including both direct and secondary impacts.

The wetlands and floodplains shown are taken from publicly available GIS data and the elevation contours have not been formally established based on site specific data. There is a lengthy and detailed process with the regulatory agencies with authority and jurisdiction, FEMA, the Southwest Florida Water Management District, and the Army Corps of Engineers, that requires a significant amount of detailed engineering and environmental

expertise in order to create the final delineation. These efforts are on-going and will include efforts relative to evaluating project design features. Therefore, it would be premature to designate these areas as a Conservation/Recreation and/or Open Space Future Land Use at this early stage, the assignment of future land use and zoning, in the process. As part of the development and engineering process, these areas will be further defined and can later be established by plat, easement, or codified through a Comprehensive Plan Map Amendment to assure the Future Land Use Maps are accurate, if desired by the City.

Soil Types: Fourteen soil types lie within the project area. They are Pomona fine sand; Lynne sand; Samsula muck, frequently ponded, 0 - 1 percent slopes; Pomello fine sand, 0 - 5 percent slopes; Placid and Myakka Fine Sands, depressional; Lochloosa fine sand; Adamsvile fine sand, 0 - 2 percent slopes; Kaliga muck, frequently ponded, 0 - 1 percent slopes; Placid fine sand, frequently flooded; and Felda fine sand.

Additional geotechnical work will have to be performed during subsequent site analysis to determine the suitability of each soil type for development activities.

Threatened and Endangered Animal Species: The U.S. Fish and Wildlife Service (USFWS) is the federal agency responsible for protecting the nation's fish and wildlife resources; USFWS has the responsibility for terrestrial and freshwater species. The Department of Commerce, National Marine Fisheries Service has the responsibility for marine and estuarine species. In Florida, approximately 60 species of animals and 65 species of plants are federally listed by the USFWS as threatened or endangered.

Pursuant to a study conducted by Stillwater Environmental, Inc., and reviewed by Stantec Consulting Services, Inc. the following was determined.

The Audubon Eagle Watch Nest Locator Map revealed no documented eagle nests within the subject area. The nearest bald eagle nest The closest nest located to the subject property that has been located by these sources is nest No: PO 209 located approximately ½ mile to the east; As a result, it is not necessary to submit a Bald Eagle Management Plan for this nest.

The Environmental analysis survey results were negative for sands skinks and blue-tailed mole skinks; a clearance letter is included within this application.

Gopher tortoises are listed as threatened by the FFWCC. At the time of the survey there were no "potentially occupied" burrows located on the subject property. Currently there are four (4) options to conduct activities that may adversely impact tortoises and they are as follows:

1. Avoid developing the areas occupied by the tortoises.
2. Avoid individual burrow entrances to ensure the protection of the burrow. A radius of 25' surrounding each burrow is required.
3. Capture and relocate each tortoise to a FFWCC Long Term Protected Recipient Site.
4. If ten (10) or fewer burrows are affected and some habitat will exist on the site following construction, tortoises may be captured and released back onto the site.

Based on the future plans for the subject property, Option No. 3 has been determined to be the most viable option should any gopher tortoises be found. If some burrows are located prior to the initiation of any development activities, an application for a relocation permit will need to be prepared and submitted to the FFWCC. Once the permit has been issued and received, relocation efforts will be scheduled. The tortoises would then be excavated and relocated to a FFWCC Long Term Protected Recipient Site. None exist on site.

Transportation/Access:

Proposed access to the Emilie project includes two connections to Highway 60 E, utilizing two bridge crossings over the Peace Creek, and a connection to Gaskin Road. The eastern connection to Highway 60 E will be located approximately 3,700' west of Rifle Range Road and the western connection will be from an extension of Enterprise Boulevard located in the Clear Springs Corporate Park.

The proposed Planned Development zoning is supported by a Traffic Impact Study (TIS) prepared by Stantec Consulting Services Inc. The study identified the potential transportation impacts of the proposed Emilie West and Emilie East developments.

A two-phase traffic impact study was conducted to analyze the impacts of the proposed Emilie West and Emilie East residential developments on surrounding roadway network and study intersections in Polk County. The assumed build-out year is 2032 for Emilie West (Phase 1) and 2036 for Emile East (Phase 2). For each phase, background traffic and project traffic required improvements were identified.

Emilie West is being introduced as Phase 2A into the Clear Springs Detailed Area Sector Plan (DSAP) #1. Emilie East is proposed to be annexed into the City of Bartow but not into Clear Springs DSAP #1. Emilie West consists of approximately 556 acres, and Emilie East consists of approximately 369.3 acres. The property is less than 2 miles south of US Highway 17 and bounded by State Road 60 to the south.

The phasing schedule and land uses proposed for the entire Emilie development are as follows:

Development Project	Phase	Construction Start Year	Build-Out Year	Dwelling Units
Emilie West	1	2027	2032	1,151
Emilie East	2	2030	2036	1,094
Total				**2,245**

The TIS has been reviewed by representatives from the City of Bartow, Polk Transportation Planning Organization (TPO), Polk County, and Florida Department of Transportation (FDOT) District One.

Conclusions reached by the Emilie West and Emilie East Traffic Impact Study, Stantec, Revised March 2025 are attached consisting of Pages 87 - 90. Table 32 of the summarizes the background and project improvements for each phase. Table 33 provides a consolidated summary of all transportation improvements through build-out. *(See Attached Conclusion and Tables 32 & 33)*

The following transportation related improvements are attributed to the Emilie East and West development.

Intersection	2032 Phase 1 Project Improvements	2036 Phase 2 Project Improvements
SR 60 & Connersville Rd / 91 Mine Rd	Signalize; Modify EBL and WBL to protected only; Add overlap to SBR *	Add SBR turn lane
SR 60 & Enterprise Blvd	Signalize	Extend EBL turn lane; Extend SBL turn lane
SR 60 & Emilie East access Driveway		Add WBR turn lane
91 Mine Rd & Gaskins Rd		Signalize; Add SBL turn lane; Add WBL turn lane
* The identified improvements are included in the Florida Turnpike Polk Parkway Phase II extension project and implementation will be controlled by FDOT District 1.		

A complete copy of the TIS is located in the City Planning Office.

The Developer will be required to enter into a development agreement with the City of Bartow (and other jurisdictional agencies as applicable) to address the specific details of these transportation improvements. The development agreement shall be submitted for review concurrent with the first Preliminary Subdivision Plat and shall be approved prior to the issuance of the first Subdivision Construction Plan.

Utility Systems:

Water and Wastewater: Only 8.6 acres of the Emilie East project area is currently in the City's Water and Wastewater Chapter 180 Reserve Area. Assuming the property is annexed the City can permit the extension of its potable water and sewer services to serve the project. Currently, city water and wastewater facilities extend to a portion of Emilie West and will be expanded and extended the Emilie East portion of the master planned community. Capacity (both current and planned) exists in each system to accommodate the proposed development.

Design and permitting of the water and wastewater systems will occur during the Preliminary Subdivision Plat and Subdivision Construction Plan processes. This includes both onsite and offsite improvements. To ensure that systems are in place to support each phase of the project a development agreement shall be prepared by the developer and entered into with City of Bartow to address the specific details of potable water and sanitary sewer related improvements.

Stormwater Management: Stormwater management facilities will be constructed concurrently with site development. These facilities will be constructed according to guidelines and standards established by federal, state and local agencies to include the Federal Emergency Management Agency, Southwest Florida Water Management District, Florida Department of Environmental Protect, Florida Department of Transportation, Polk County and the City of Bartow.

Solid Waste: Solid waste and recycling services will be provided by the City of Bartow. Adequate capacity currently exists at the Polk County Central Landfill to meet the needs of this proposed development in the future. The adopted level of service of 8.0 pounds per person per day will be maintained.

Electrical Distribution: The property is located in the City's electrical service area. Future development of the property will be required to connect to the system.

Site Development:

Design, Permitting and Density: In evaluating the proper zoning needed to develop the site it was determined that the PD zoning would be the most beneficial to both the developer and City of Bartow. The PD zoning is appropriate for this site since it promotes flexibility in development design and provides maximum opportunity for application of innovative concepts of site planning; reduces improvement and energy costs through a more efficient use of land design and smaller networks of utilities and streets than is possible through application of other zoning districts and subdivision requirements; lessens the burden of traffic conflict on streets and highways; and ensures that development will occur according to limitations of use, design, density, coverage and phasing stipulated on an approved Land Use Plan, Development Plan and associated conditions of approval.

Since the Emilie East project is connected to the Emilie West project it is important to consider it as an extension of two guiding principles that are in place for the CSSP DSAP #1. These are Group 1 Guiding Principles: Urban Form and Character and Group 2 Guiding Principles: Natural Resource Protection. While the specific requirements contained within these CSSP DSAP #1 policies will not have legislative effect for Emilie East Development they are still important to maintain project continuity.

Emergency Response:

Law Enforcement and Fire Protection will be provided by the City of Bartow Police and Fire Departments. Both agencies will be tasked with planning and budgeting for additional assets, for approval by the City Commission, to ensure satisfactory coverage is maintained in future years.

Public Schools

Polk County School Board information was used during the development review of this project to determine student school assignment and impacts. For school assignment purposes the entire Emilie development is zoned for Wahneta, Eagle Lake and South Pointe Elementary Schools, Westwood and Bartow Middle Schools and Lake Region and Bartow Senior High schools. The entire development will produce an estimated 324 elementary, 187 middle and 263 high school students.

The applicant has received a non-binding determination of impacts from district staff which states there is available capacity at the zoned middle and high schools. It also states there is insufficient capacity at the zoned elementary schools; however, concurrency can still be achieved through adjacent zoned districts or other mitigation measures as provided in the approved Interlocal Agreement for Public School Facility

Planning. No seats are being reserved for the proposed project. The developer will be required to apply for a school concurrency determination at the time they apply for concurrency with the City in order to receive a binding determination and pay school impact fees at the appropriate time.

Public Notice: Public notice of the request was published in the local newspaper and posted on the City website and City Hall bulletin board. Forty-two property owners within a 500' notification radius were notified of the request.

IMPACT ANALYSIS

Land Use Compatibility: The Emilie East Planned Development Land Use Plan will allow development that is compatible with the existing and future development in the area. Development of this site for single family residential use is compatible with the goals of the City of Bartow. The applicant has complied with the City's request to submit a PD zoning application to ensure that an effective planning and development process is put in place for the property.

Consistency w/ Comp Plan: The Emilie East PD Land Use Plan is consistent with Goals, Objectives and Policies (GOP's) contained in the City of Bartow Comprehensive Plan. Specifically, the following:

Future Land Use Policy 1.1.3: Approval of development proposals will be conditioned on the availability of public facilities and services necessary to serve the proposed development and that the facilities meet the City's established level of service standards established within all elements of the City of Bartow Comprehensive Plan, including the level of service standards listed within the following elements: Infrastructure Element; Transportation Element; Capital Improvements Element; and Public School Facilities Element.

Future Land Use Policy 1.2.1: The City will approve the location of new development on the basis of the suitability of the land to support development without adversely affecting the natural environment resources, potable water well protection areas and environmentally sensitive land, through the use of a development review process and appropriate mitigation measures. Specifically, the densities and intensities of land uses in wetlands, flood prone areas, and areas with severe soil limitations to development shall be regulated accordingly.

Future Land Use Policy 1.2.1.a: All future wetlands annexed into the City of Bartow that are 10 acres or more in size shall be classified as either Conservation or Recreation and Open Space Land Use on the Future Land Use Map. Wetland areas less than 10 acres in size on any parcel do not need to be shown on the Future Land Use Map unless the area is part of a larger contiguous system, when combined, totals 10 acres or more in size.

Future Land Use Policy 1.2.1.b: requires that "All future flood plains be annexed into the City of Bartow that are 10 acres or more in size shall be designated either Conservation or Recreation and Open Space on the Future Land Use Map. Floodplain areas less than 10 acres in size on any parcel do not need to be shown on the Future Land Use Map unless the area is part of a larger contiguous system, when combined, totals 10 acres or more in size.

Future Land Use Policy 1.2.2: The City will encourage development in areas where public facilities and services are available or are projected to be available. High intensity, higher density uses will be encouraged where the greatest level of public facilities exist. Low density, low intensity development will be encouraged where low public facility capacities exist.

Future Land Use Policy 1.6.3: The City will require developers to obtain all required permits from the Florida Department of Environmental Protection (FDEP), the Southwest Florida Water Management District (SWFWMD), and the Polk County Health and Rehabilitative Services when a proposed development:

a. is located within the 100 year floodplain as delineated by the Federal Emergency Management Agency (FEMA);

b. contains jurisdictional wetlands designated by the FDEP and/or the SWFWMD, or wetland areas identified on National Wetlands Inventory maps completed by the U.S. Department of the Interior, Fish and Wildlife Service; or

c. contains soils rated as having "severe limitations" by the Polk County Soil Conservation Service. The City shall require evidence of appropriate permits from state or federal regulatory agencies prior to the issuance of a development permit.

Future Land use Policy 1.7.2: Prior to the issuance of a development order, the City shall require developers to confirm that required utility services are available or will be available concurrent with the impacts of the development.

Housing Policy 1.4: The City will develop schedules to provide municipal services to those areas designated on the Future Land Use Map for residential development.

Transportation Policy 1.4: The City shall continue to review all development proposals and require that such proposals contain sufficient information to determine their impacts on the adopted LOS standards.

Transportation Policy 2.2: The City will promote Planned Unit Developments and similar types of mixed use developments with multi-modal provisions.

*Transportation Policy 2.3:*The City will implement land use policies in support of increased transit, which includes encouraging mixed use developments and medium or higher residential densities within ¼ mile of any existing and planned transit route.

Transportation Policy 4.4: During the development review process, the City will coordinate with the FDOT and the TPO when reviewing development proposals within the City limits abutting a State or County roadway to ensure state and regional consistency.

Transportation Objective 7 - Access Management: The City of Bartow shall coordinate access point, median openings, and street intersection locations associated with adjacent existing and future development to promote a safe and orderly pattern of access and preserve the capacity of arterial and collector roads.

Transportation Objective 10: The City will encourage non-automotive mobility.

Infrastructure Policy 2.5: The extension of municipal sanitary sewer and potable water facilities beyond the City limits of Bartow shall be extended to those areas suitable for higher densities and intensities of use that are only contiguous to the City, and to discourage urban sprawl.

Infrastructure Policy 3.5: No development permit will be issued if it will result in the inability of the City to maintain the Levels of Service at or above the levels established in this plan.

Recreation Policy 4.1: The City shall promote the use of open space for protection of natural vegetation and for landscaping, buffering, or greenbelts.

STAFF ANALYSIS

This property is being annexed into the city limits and assigned a Low Density Residential Future Land Use Map designation concurrent with this application. The proposed residential development is consistent and compatible with the immediate area and represents a continuation of the housing trends that are occurring within and adjacent to the City limits. The project is also consistent with the immediate area where adjacent single family home developments are located to north south and east.

The property owner submitted this request in order to facilitate the construction of a new residential community. Internal vehicular access will utilize a standard roadway width for the type of road proposed with a closed drainage system and bicycle/pedestrian (e.g. trails and/or sidewalks) on both sides. The internal bicycle/pedestrian system will connect with similar improvements in the Emilie West development and with future improvements along State Road 60. In accordance with the direction given by the City Commission the project incorporates the use of additional off-street visitor parking at a rate of 1 space per 8 lots for a total of 18 spaces. The location of these spaces are flexible with final placement to be determined during the Preliminary Subdivision Plan review and approval process. Subsequent development approvals (e.g. preliminary subdivision plat, civil construction plans and final plats) will further delineate current, established standards and identify internal lot sizes, roadway and pedestrian configuration, open space and recreation area uses, and landscaping/buffer standards.

Due to its proximity to the Bartow Executive Airport an Avigation Easement is necessary to ensure the unobstructed use of airspace and mitigate noise and other impacts associated with aircraft flight operations. The easement is essential for maintaining the safety and efficiency of air traffic, as well as for protecting the rights of property owners in the project. This easement, in a form acceptable to the City of Bartow and Bartow Municipal Aviation Authority, will be recorded in the public records of Polk County, Florida, prior to approval of a Subdivision Construction Plan for Emilie East or West project. The form and contents shall be reviewed and approved concurrently with the first Preliminary Subdivision Plat submittal.

The proposed Emilie East PD represents the third and fourth phase of a four phased development. The timing of each phase is not controlled by the PD document but by the layout of master infrastructure including roads, utilities and shared improvements. Phasing and timing of infrastructure will be advanced in a parallel, but separate process to the PD approval and subsequent development permitting activities. As geotechnical studies; site, drainage and utilities engineering; and ongoing FDOT permitting activities proceed, these phasing and infrastructure plans will be finalized and included in appropriate development agreements.

The Planned Development zoning application was reviewed pursuant to the provisions of Sections 7.04.00 of the Unified Land Development Code (ULDC) and associated design standards. The Land Use Plan, as shown, is consistent with the City's standards. In reviewing and formulating its recommendation to the City Commission on this application, the Planning and Zoning Commission shall specifically consider and evaluate the proposed rezoning against the following standards.

A. Consistency with the Comprehensive Plan. The proposed rezoning is consistent with the goals of the City of Bartow Comprehensive Plan.

B. Concurrency Analysis. The proposed rezoning contains an analysis of the Levels of Service for all public facilities and services; identifies the timing of improvements to maintain Levels of Service established by the Comprehensive Plan; and estimates the cost of such improvements to the City and to the developer.

C. Impact Analysis. The proposed rezoning has been analyzed to identify future adverse impacts to adjacent land uses, the character of the neighborhood, parking, or other matters affecting land use compatibility and the general welfare of the City.

D. Zoning and Use of Nearby Property. An analysis of the range of development that will occur as a result of the rezoning, in comparison to the existing pattern of development, and the future pattern established by the Comprehensive Plan. Depending on the uses permitted in the proposed zoning district, inconsistency in the two patterns may be created.

E. Substantial Changes in Land Use Circumstances. Analysis of the effect of significant changes in land use in the vicinity of the proposed rezoning. Such changes are substantial if they include: widening of a street, expansion of existing permitted uses, the completion of a subdivision that was previously platted, the construction of a new public facility, such as a park, or any number of other examples. One such change may not be significant and may not justify the rezoning, but several would be and may justify rezoning to higher intensities.

F. Time Vacant. If the property (site) is vacant, an analysis of the length of the vacancy versus the present zoning classification is important. In particular, an analysis should have been done to compare the rate of land development in the vicinity of the property and the conversion of vacant land to development in the same zoning district in other parts of the City.

G. Effect on Property Values. An analysis of the effect of the proposed rezoning on property values.

The Planning and Zoning Commission may recommend approval of an application for a rezoning only when all of the following conditions are met.

A. The proposed rezoning is consistent with the City of Bartow Comprehensive Plan.

B. The proposed rezoning will not degrade the Level of Service of one or more public facilities and services or contains commitments to make improvements to maintain Levels of

Service established by the Comprehensive Plan and does not increase the cost of improvements to be undertaken by the City as stated in the Capital Improvements Element.

C. The proposed rezoning and all permitted uses are compatible with development on surrounding property; or compatibility can be achieved by the imposition of conditions, buffers or limitations on the uses within the zone, which are specified in the Board's recommendation. By this analysis the Planning and Zoning Commission determines whether or not the proposed rezoning provides "appropriate use" of the property.

1. The request allows land uses that are compatible with existing/planned development in the area and allows for a reasonable use of the property;

2. The request is consistent with the City of Bartow's Comprehensive Policy Plan; and

3. The proposed amendment and subsequent site development will not degrade the Level of Service for public facilities or services below acceptable standards.

The Planning and Zoning Commission may recommend denial of any application for a rezoning for one or more of the following reasons:

A. The proposed rezoning is inconsistent with the City of Bartow Comprehensive Plan.

B. The proposed rezoning will degrade the Level of Service of one of more public facilities and services and contains no commitment to undertake improvements to maintain acceptable Levels of Service.

C. The Public Welfare benefits in maintaining the present zoning classification are so great, that any hardship imposed on the property owner by denying the request for rezoning, is justified.

STAFF RECOMMENDATION

It is staff's opinion that the standards to approve this application as requested by the applicant have been satisfied subject to the following conditions:

1. Development shall conform to the Emilie East Planned Development Land Use Plan, dated "May 21, 2025", and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state, and local laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent the applicable laws, ordinances, and regulations are expressly waived or modified by these conditions, or by action approved by the City of Bartow.

2. The development shall obtain water, wastewater, solid waste and electrical services from the City of Bartow subject to applicable City rate resolutions and ordinances. Master water, wastewater, electrical distribution and stormwater plans, including preliminary calculations for specific phases based on the needs of the entire project shall be required to be submitted for review and approval concurrent with the first set of construction plan.

3. Development of Emilie East shall conform to the urban form and character, and natural resource protection standards contained in the Clear Springs Sector Plan DSAP#1, and which will be part of the Emilie West site development approvals.

4. The developer shall evaluate site planning and design guideline characteristics from other jurisdictional agencies (e.g. FDOT, FDEP, FWC, etc.) to facilitate wildlife corridors and crossings in order to protect existing ecology, wildlife habitat, and natural resources within and adjacent to the project site.

5. The road/rights-of-way within the individual areas of development will remain private since they will not contribute to the City's roadway network. The dedication language on the final plat shall contain necessary language to demonstrate compliance with this intent and a copy of the association/district documents addressing ownership and maintenance responsibilities shall be provided for review and approval by City staff.

6. An Avigation Easement, acceptable in form to the City of Bartow and Bartow Municipal Aviation Authority, shall be recorded in the public records of Polk County, Florida, prior to approval of a Subdivision Construction Plan for Emilie East or West project. The form and contents shall be reviewed and approved concurrently with the first Preliminary Subdivision Plat submittal.

7. The developer shall be responsible for all transportation improvements associated with the project's connection to State Road 60, Enterprise Boulevard; Gaskin Road, 91 Mine Road and any other road as may be the case. These improvements may include, but not be limited to dedication of additional road right of way, turn lanes, median improvements and traffic control devices. All such improvements shall be permitted through the appropriate jurisdictional agency prior to approval of site construction plans that rely on access to these roadways. The City of Bartow is not responsible for any of these costs.

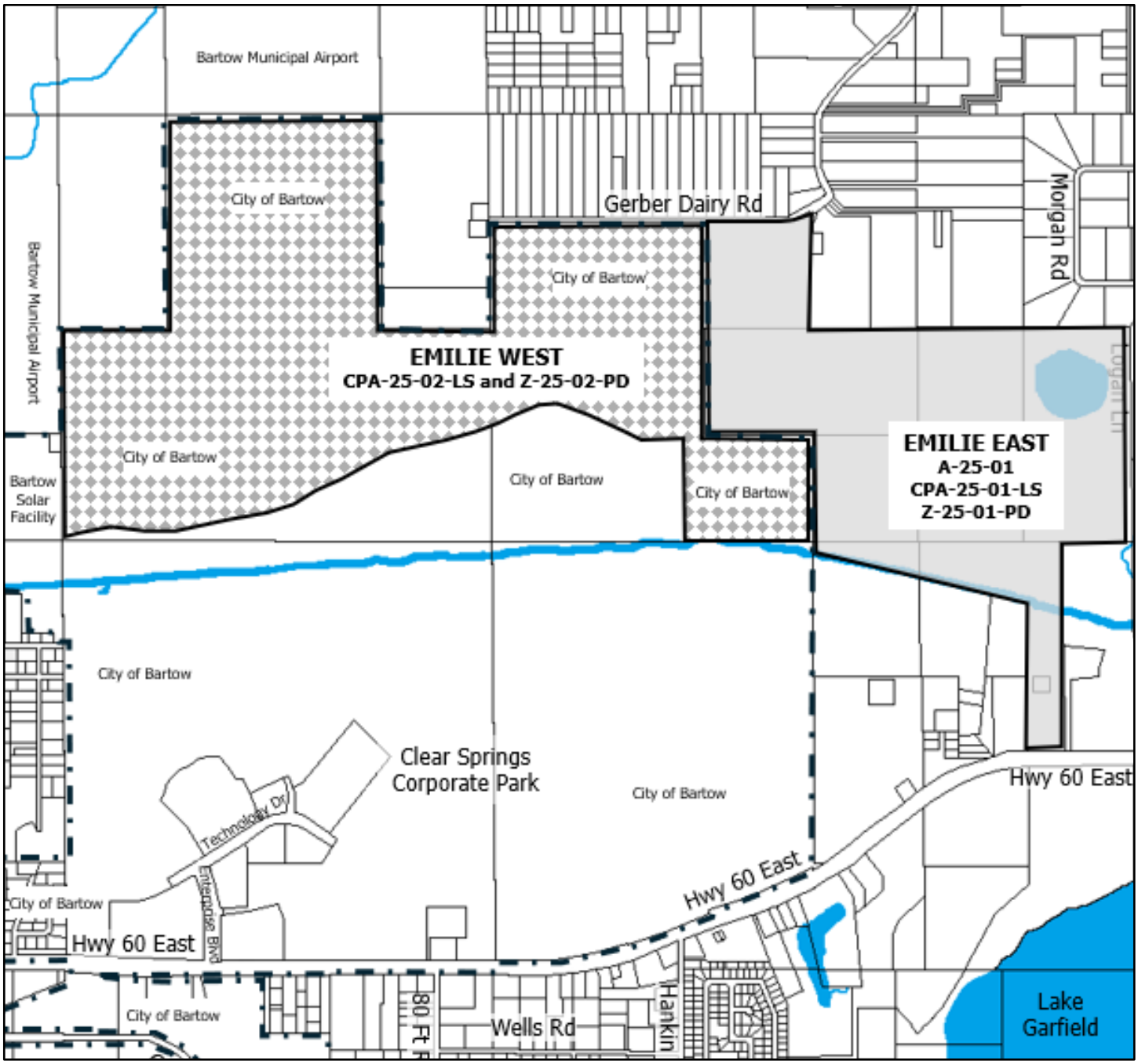
8. A development agreement shall be prepared by the developer and entered into with the City of Bartow (and other jurisdictional agencies as applicable) to address the specific details, including design, ownership and maintenance, of transportation related improvements identified in the Emilie West and Emilie East Traffic Impact Study, Stantec, Revised March 2025 that are attributed to this project. The development agreement shall be submitted for review concurrently with the first Preliminary Subdivision Plat and shall be approved prior to the issuance of the first Subdivision Construction Plan.

9. A development agreement shall be prepared by the developer and entered into with City of Bartow to address the specific details of potable water and sanitary sewer related improvements that are attributed to this project. The development agreement shall be submitted for review concurrently with the first Preliminary Subdivision Plat and shall be approved prior to the issuance of the first Subdivision Construction Plan.

PLANNING AND ZONING COMMISSION RECOMMENDATION

At its meeting of October 27, 2025, the Planning and Zoning Commission voted to recommend denial of this application to the City Commission.

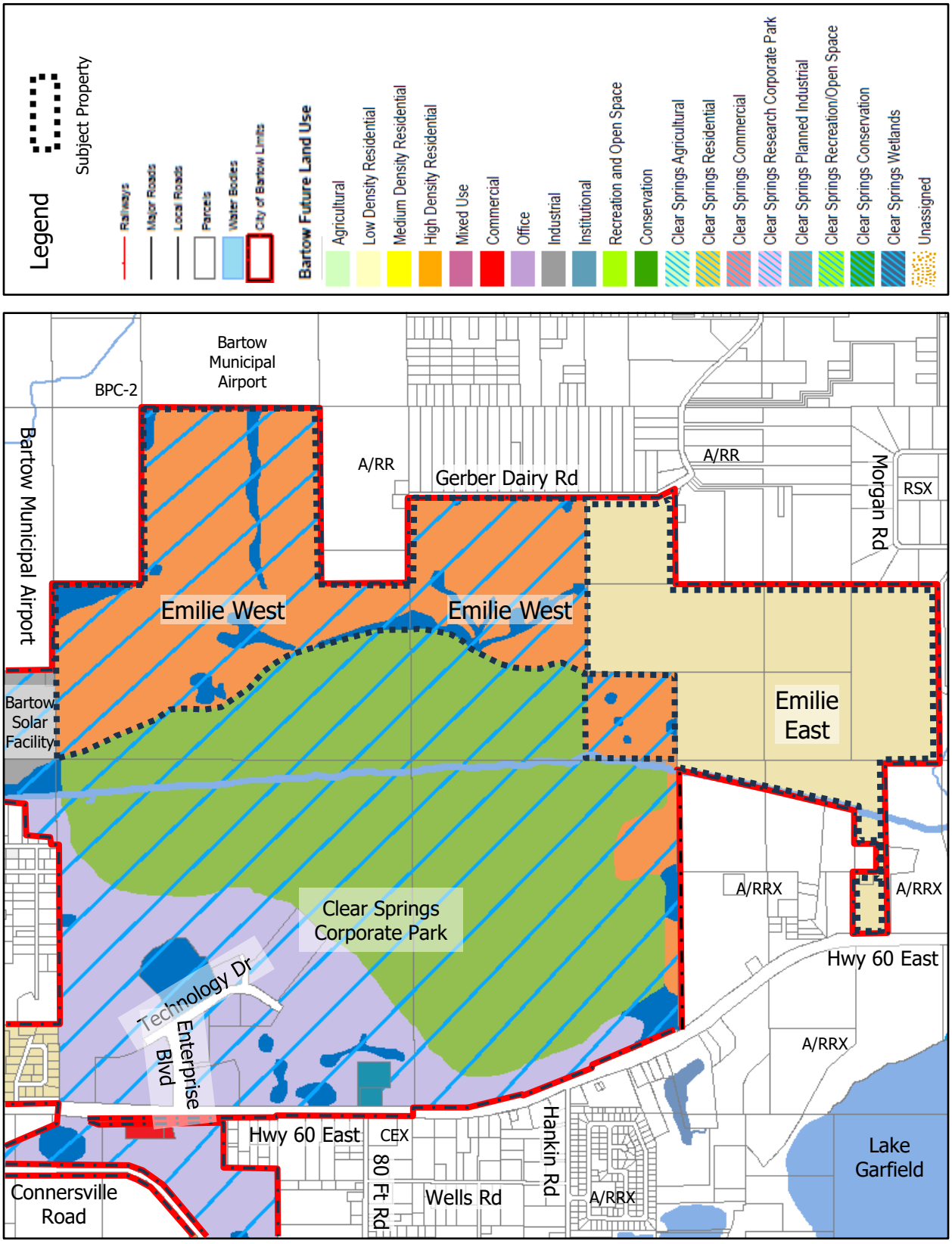
Location Map



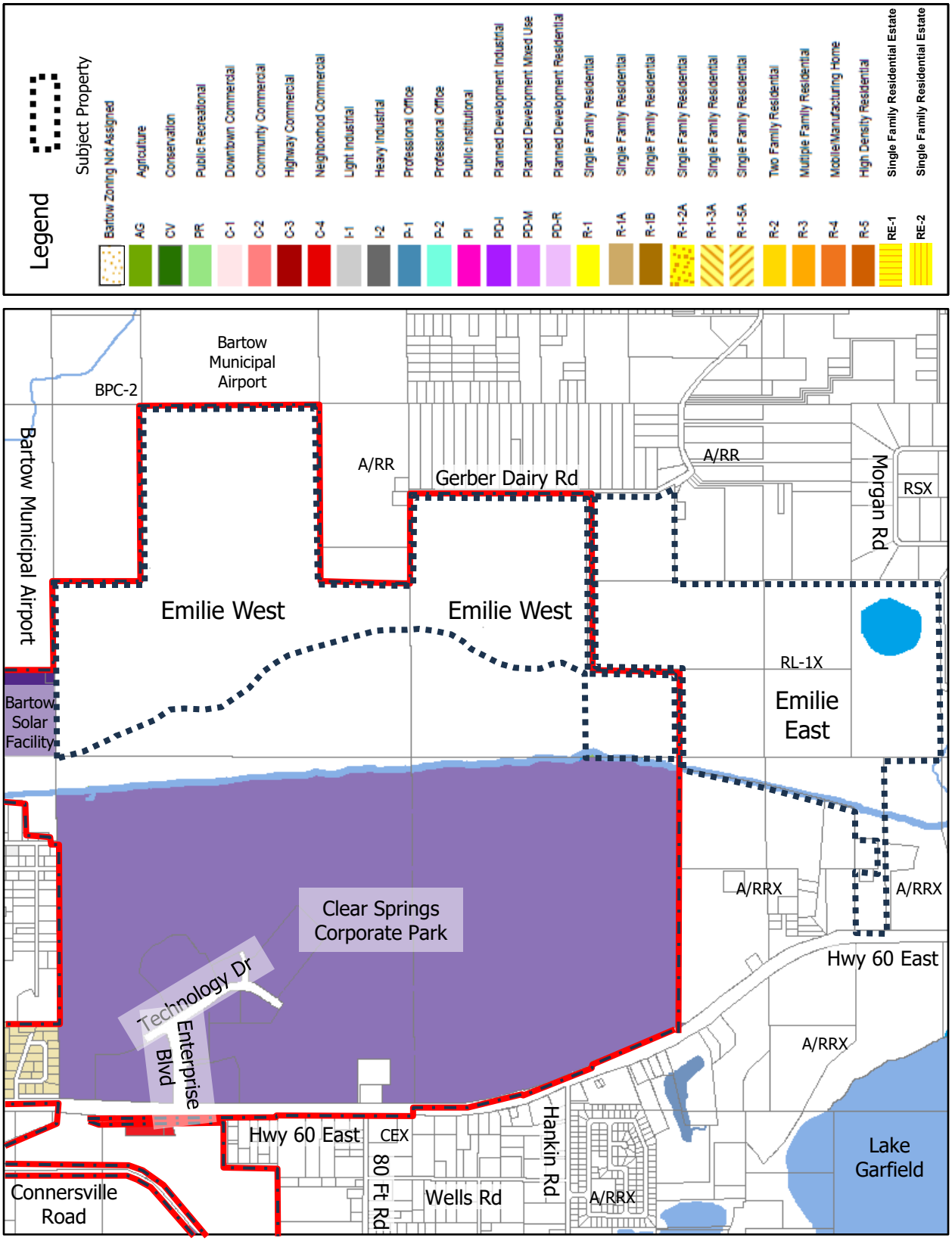
Bartow City Limits

NORTH

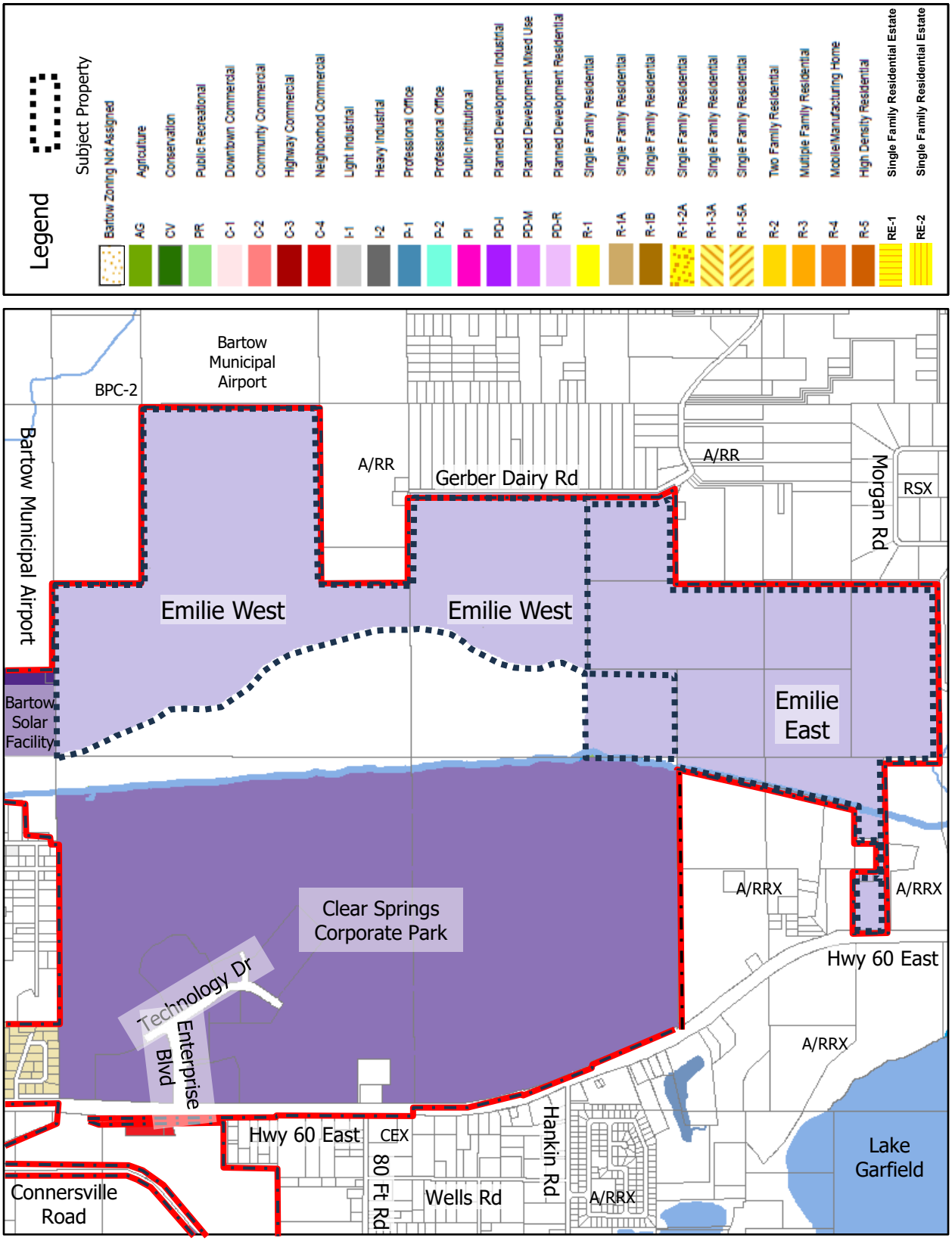
Attachment 2
Future Land Use Map
Proposed



Attachment 3
Zoning Map
Existing



Attachment 4
Zoning Map
Proposed



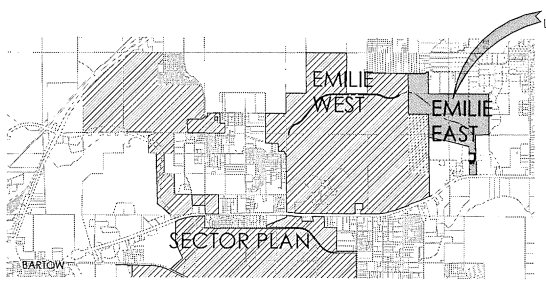
Emilie East Planned Development

Project Notes:

1. Project includes two parcels: PID 25-29-25-000000-013010 and 26-29-30-000000-024010.
2. The site lies within flood zones X, A, and AE, Flood Insurance Rate Map (firm) panel 12105C0520G, 12105C0510G, and 12105C0540G Polk County and incorporated areas. Any development within the floodplain shall provide compensation pursuant to FEMA requirements.
3. Maximum development amounts per the Site Project Data Table may not be exceeded without modification of this PD. However, the number of units identified per development parcel as shown on this LUP may be adjusted between development parcels without modification to this PD zoning, provided approved subdivision plats maintain residential lot type identified by development parcel.
4. Parks, recreational and municipal uses shall be allowed in all Development Areas, subject to the review and approval of design and locations by the City of Bartow during subsequent site development approval processes.
5. Uses permitted within the Development parcels C and D include single-family residential. Uses permitted within the Development parcels without modification to this PD shall include:
   a. Recreation / Open Space
   b. Amenity / Recreation Facilities
   c. Passive Recreation (e.g., trails)
   d. Active Recreation (e.g., golf courses)
   e. Floodplain / Wetland Mitigation.

   Interim Agriculture / Agricultural uses shall be permitted.
6. Internal roadway alignments and site access points are conceptual. Specific location of rights-of-way will be determined through the approval of preliminary site plans and accompanying construction plans.
7. The internal roadways and access connections, including trails, shall be developed consistent with the conceptual roadway network as depicted on the LUP, such conceptual roadway network being consistent with the network depicted on DSAP Map 1-2 as "Proposed Roads" and "Bicycle / Pedestrian Trails" as depicted on DSAP Map 1-11. Precise alignment of major roads and trails shall be determined upon further detailed site design and related City approvals.
8. Development within the PD area will generally follow the Conceptual Utility Plan and the Conceptual Phasing Plan. Further coordination with the appropriate regulatory bodies will be required throughout implementation of each development phase's permitting process.
9. All project external access points on Polk County and FDOT roads shall be subject to Polk County and FDOT requirements.
10. All utilities shall be placed below ground except where connecting to existing above ground utilities.
11. The construction and location of any proposed wetland/other surface water impacts and mitigation plan shall be reviewed and permitted through the Southwest Florida Water Management District. Wetland buffers shall be consistent with Policy 3.3.18 of the City's Comprehensive Plan Future Land Use Element.

    Wetlands and floodplains are subject to FEMA, the Southwest Florida Water Management District, and the Army Corps of Engineers approval and delineation. If impacts are made to wetlands/floodplains, appropriate mitigation shall occur.
12. Landscape and site buffering features:
    a. Screening and buffering will be provided in accordance with the City of Bartow Unified Land Development Code. Detailed landscape plans shall be reviewed and approved by the City of Bartow during subsequent site development approval processes.
    b. Street Trees – The project shall provide 1 tree per single family detached lot. Corner lots shall include a minimum of two street trees, one per each roadway frontage.
    c. Perimeter landscape buffers abutting property lines shall be a minimum of 25 ft wide. The buffer shall be landscaped to provide a solid screen, such as a wall or hedge, berm or combination of all three at a minimum of six (6) feet in height. One (1) canopy tree shall be provided for every fifty (50) feet of buffer length. Typical design shall be reviewed and approved during subsequent site development and subdivision review and approval processes.
    d. Fences and/or privacy walls, a maximum of 6 ft in height, may be constructed along the perimeter project boundary and adjacent to internal spine roads. Chain link fences shall be prohibited as a perimeter development buffer.
    e. The project shall retain, to the extent possible and where appropriate, natural features on the external perimeter boundary for use in landscape buffers and to limit the external exposure to the development. Where those features exist, they may be deemed to meet the landscape buffer requirement.



PROJECT LOCATION MAP
NOT TO SCALE

ENTITLEMENT SUMMARY

Site Project Data Table - Emilie East Planned Development		
Acreage	± 369.3 Acres	
Comprehensive Plan Designation-Future Land Use	LDR	
Existing/Proposed Zoning	N/A	Planned Development
Gross Residential Density	3.5 DU/GA	
Net Residential Density	2.9 DU/NET	
Acreage of Wetlands (Conservation Areas)	± 60.35 Acres	
Maximum Units	1094 Units	
Maximum Height	35'	
General Land Use	**Estimated Acreage**	**Development**
Residential: Single Family Detached	± 212.07 Acres	1,094 Units
Amenity	± 4.78 Acres	
Open Space / Recreation (including stormwater)	± 92.10 Acres	
Conservation / Wetlands	± 60.35 Acres	Pending JD approval and alteration during permitting
Total Emilie West (Entire PD):	**± 369.3 Acres**	
Note: Development amounts per the Site Project Data Table may not be exceeded without modification of this PD. However, the number and types of units identified per development parcel as shown on this LUP may be adjusted between development parcels without modification to this PD zoning. The exact acreage of each use are subject to approvals by SWFWMD, FEMA, Army Corp of Engineers, and the City of Bartow during subsequent site development approval processes.		

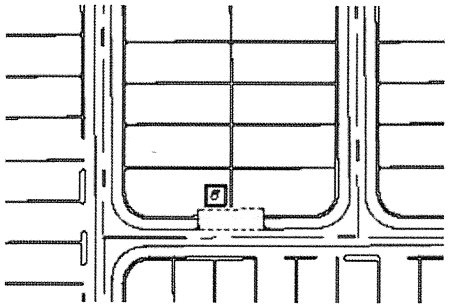
LOT DEVELOPMENT STANDARDS

Lot Type	Lot Width	Front Setback	Side Setback	Rear Setback	Min Lot Length	Unit Mix
A	40'	20'/25'*	5'	15'	110'	MAX 50%
C	50'	20'/25'*	5'	15'	110'	MAX 30%
D	50'	20'/25'*	5'	15'	120'	MAX 15%
E	50'	20'/25'*	5'	15'	130'	MAX 10%
F	55'	20'	5'	15'	110'	MAX 25%
G	60'	20'	5'	15'	110'	MIN 5%

*Main building façade – 20' front setback; garage – 25' front setback (only for 40'-50' lots)

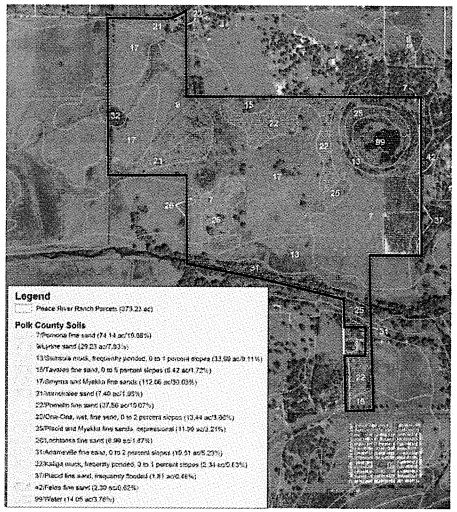
ADDITIONAL PARKING

Additional parking visitor lots are to be provided throughout site; no on-street parking in front of homes; parking not less than 1 space per 8 lots, (established with the preliminary site plan for each section of development.)



SOIL MAP

NOT TO SCALE



Stantec

Stantec Consulting Services Inc
777 Harbour Island Blvd, Suite 600
Tampa, Florida 33602 U.S.A.

Phone: 813.223.9500
Fax: 813.223.0009
www.stantec.com

CLIENT
CBD LAND INVESTORS, LLC

EMILIE EAST DEVELOPMENT
BARTOW, FLORIDA

KEY/LEGEND

PLANNED DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

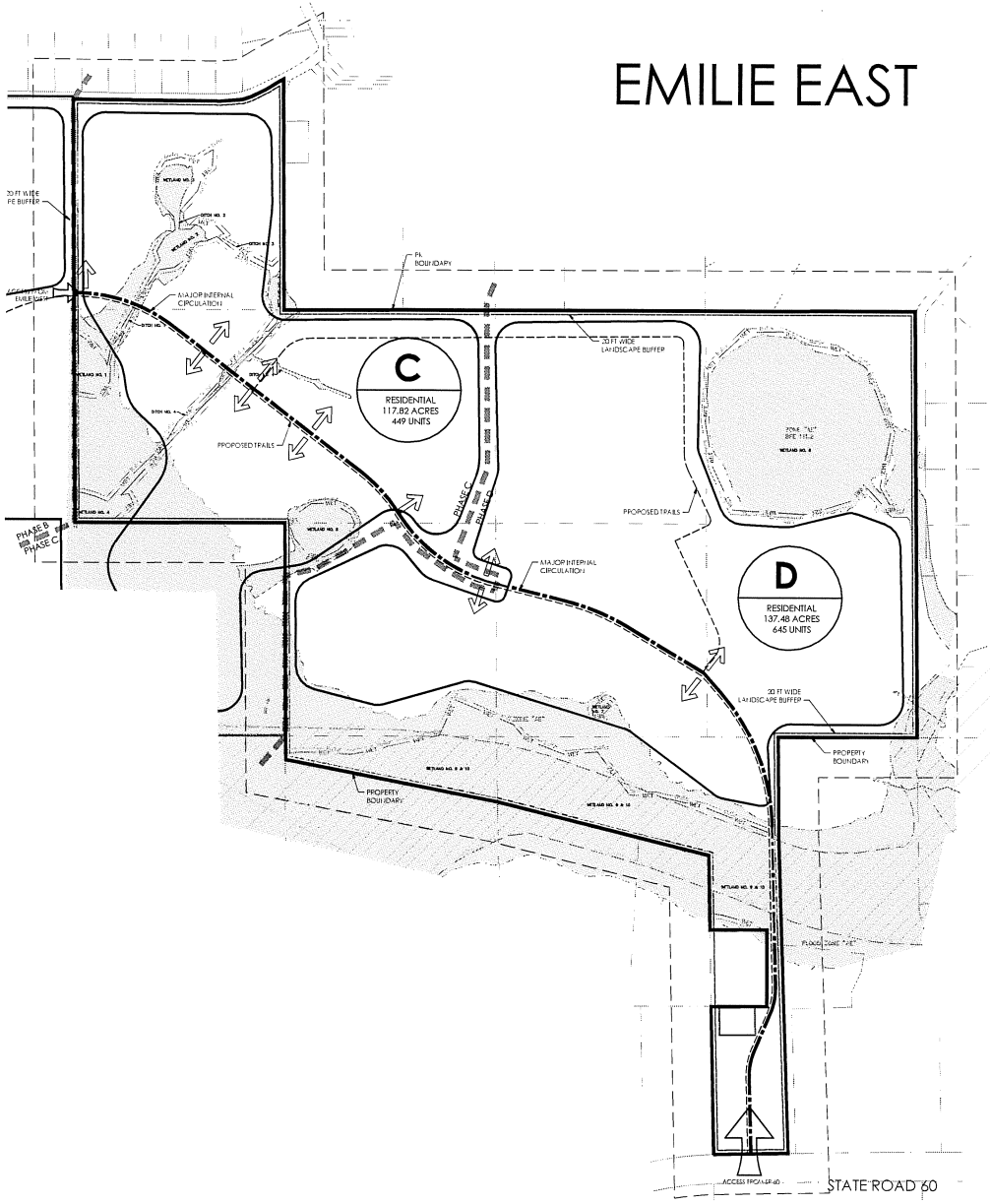
N

0 500' 1000'

DATE: October 14, 2025
EMPLOYEE: SEF/EH
PROJECT #: 238201985

E-PD01

EMILIE EAST



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CBD LAND INVESTORS, LLC

EMILIE EAST DEVELOPMENT
BARTOW, FLORIDA

KEY/LEGEND
- PROPERTY BOUNDARY
- 250' BUFFER OF PROPERTY BOUNDARY
- 30' LANDSCAPE BUFFER
- PROPOSED TRAILS
- INTERNAL ROADWAY (TYPE A)
- INTERNAL ACCESS TO RESIDENTIAL
- WETLANDS
- FEMA FLOODPLAIN
- FEMA FLOODWAY
- EXTERNAL ACCESS
- ACCESS FROM EMILIE WEST

PLANNED DEVELOPMENT PLAN

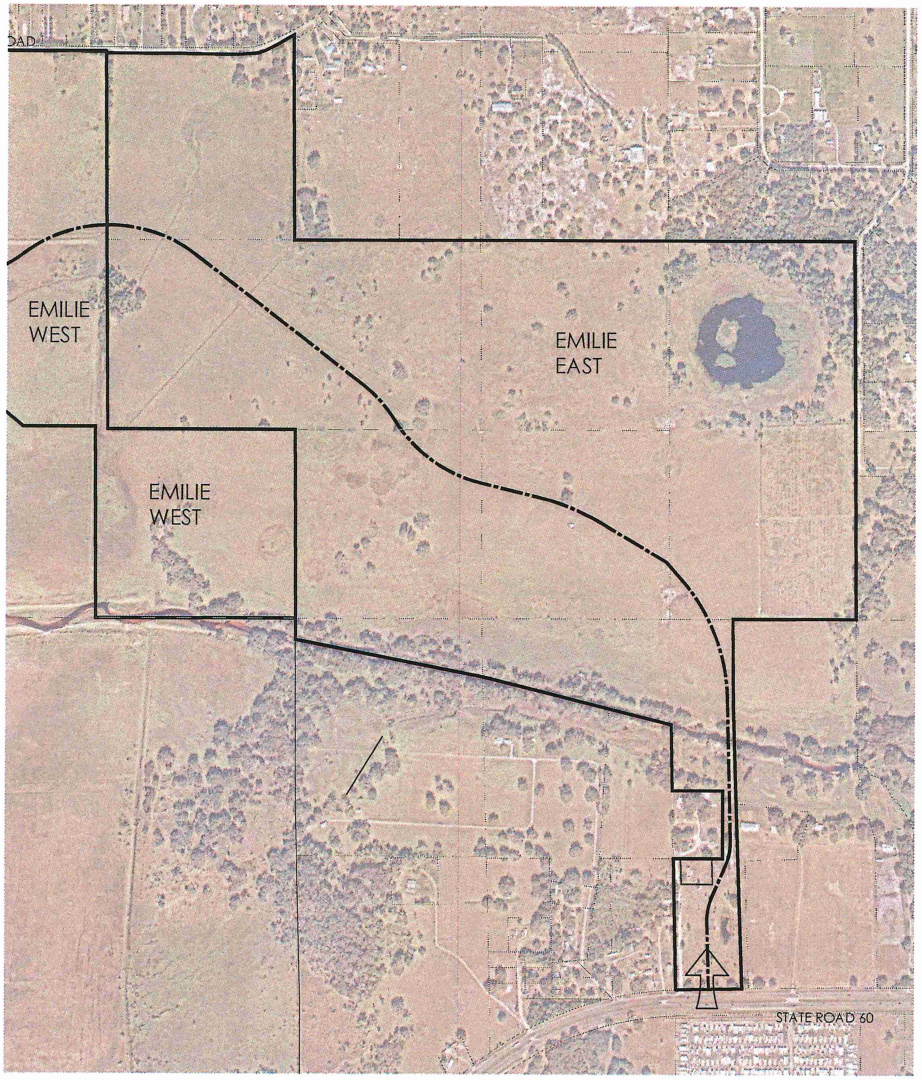
PRELIMINARY PLAN
NOT FOR CONSTRUCTION

N

0 300' 600'

DATE:	October 14, 2025
EMPLOYEE:	SEF/EH
PROJECT #:	238201985

E-PD02



LEGAL DESCRIPTION EMILIE EAST

LEGAL DESCRIPTION

THE E-1/2 OF THE SW-1/4 AND SW-1/4 OF THE SW-1/4, ALL IN SECTION 29, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND THE NE-1/4 OF THE NE-1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL.

AND THE SE-1/4OF THE SE-1/4 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND ALL THAT PART OF THE NW-1/4 OF THE NW-1/4 SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL.

AND ALL THAT PART OF THE E-1/2 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGIN AT A POINT ON THE SOUTH BOUNDARY OF SAID E-1/2 OF THE NW-1/4 A DISTANCE OF 468.79 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID E-1/2 OF THE NW-1/4; THENCE DEFLECT 91°51'23" FROM EASTERLY TO NORTHERLY AND RUN NORTHERLY 2059.11 FEET; THENCE DEFLECT 01°23'02" FROM NORTHERLY TO NORTHEASTERLY AND RUN NORTHEASTERLY 612.95 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID E-1/2 OF THE NW-1/4, SAID POINT BEING 448.31 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID E-1/2 OF THE NW-1/4 AND THE END OF SAID LINE.

LESS RIGHT-OF-WAY FOR STATE ROAD NUMBER 60.

AND LESS: THE EAST 223 FEET OF THE WEST 273 FEET OF THE NORTH 180 FEET OF THE SOUTH 988.50 FEET OF THE SE-1/4 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS: THE WEST 350 FEET OF THE NORTH 481 FEET OF THE SOUTH 1465.50 FEET OF THE E-1/2 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

SUBJECT TO: AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LANDS: THE WEST 50 FEET OF THE SOUTH 988.50 FEET OF THE SE-1/4 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 60.

AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, AND

THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH AND EAST OF THE MAINTAINED RIGHT OF WAY OF GERBER DAIRY ROAD, SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

CONTAINING 369.298 ACRES, MORE OR LESS.

Stantec

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CBD LAND INVESTORS, LLC

EMILIE EAST DEVELOPMENT
BARTOW, FLORIDA

KEY/LEGEND

PLANNED DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

No. DATE SUBMITTAL DESCRIPTION

N

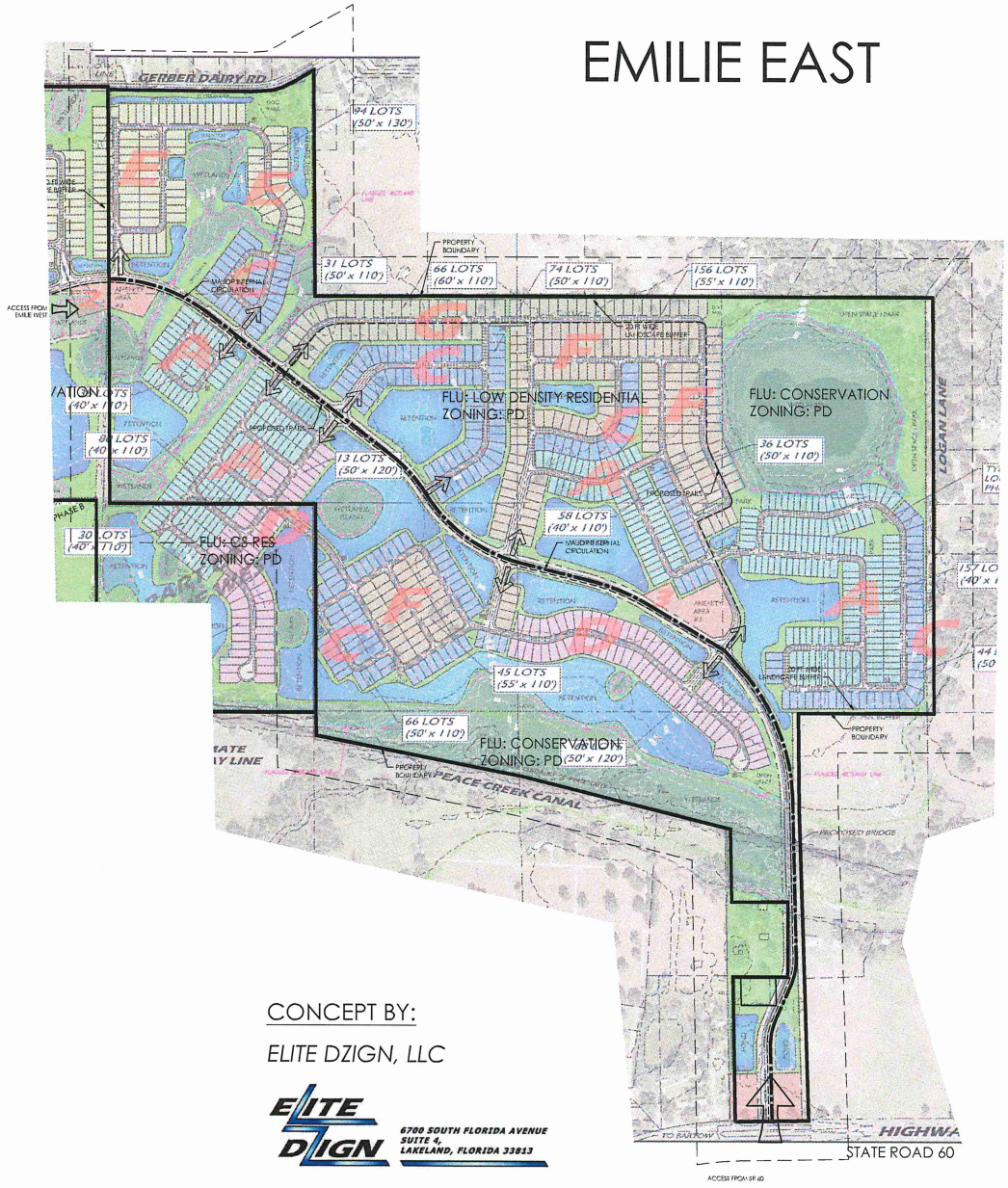
0 500' 1000'

DATE:	October 14, 2025
EMPLOYEE:	SEF/EH
PROJECT #:	238201985

E-PD03

V:\238201985\01 Drawings\Sheets\E-PD_PLANNED DEVELOPMENT PLAN\E-PD03_EMILIE_PD_PLANNED DEVELOPMENT PLAN.dwg
Oct 14, 2025 - 9:41am - Hallie.Hall
ORIGINAL SHEET - ARCH D

EMILIE EAST



CONCEPT BY:

ELITE DZIGN, LLC

ELITE DZIGN

6700 SOUTH FLORIDA AVENUE
SUITE 4,
LAKELAND, FLORIDA 33813

Stantec

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KEY/LEGEND
- PROPERTY BOUNDARY
- 250' BUFFER OF PROPERTY BOUNDARY
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- PROPOSED TRAILS
- INTERNAL ROADWAY (TYPE A)
- INTERNAL ACCESS TO RESIDENTIAL
- FLU: CS RES
- FLU: LOW DENSITY RESIDENTIAL
- FLU: CONSERVATION
- INTERNAL ACCESS
- ACCESS FROM EMILIE WEST

PLANNED DEVELOPMENT PLAN- FUTURE LAND USE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

N

0 300' 600'

DATE:	October 14, 2025
EMPLOYEE:	SEF/EH
PROJECT #:	238201985

E-PD04

CONCLUSIONS

A two-phase traffic impact study was conducted to analyze the impacts of the proposed Emilie West and Emilie East residential developments on surrounding roadway network and study intersections in Polk County. The assumed build-out year is 2032 for Emilie West (Phase 1) and 2036 for Emile East (Phase 2).

For each phase, background traffic and project traffic required improvements were identified. **Table 32** summarizes the background and project improvements for each phase. **Table 33** provides a consolidated summary of all transportation improvements through build-out. Based on the analyses conducted, it was concluded:

2024 Existing Traffic Conditions

All roadway segments and intersections within the traffic impact area operate at acceptable level-of-service (LOS) standards except for the following three (3) study intersections:

- SR 60/Walmart Driveway & Van Fleet Drive
- SR 60 & Connersville Road/91 Mine Road
- US 17 & 91 Mine Road /Griffin Road

2032 Background Traffic Conditions

All roadway segments and intersections within the traffic impact area are anticipated to operate at acceptable LOS standards except for six (6) study intersections. Intersection improvements were identified to correct these background traffic deficiencies. Transportation improvements required for 2032 background traffic conditions are summarized in **Table 32**.

2032 Phase 1 Total Conditions

Emilie West (Phase 1) residential development is expected to generate a total of 949 trips (598 Enter; 351 Exit) during the PM peak hour and a total of 648 trips (162 Enter; 486 Exit) during the AM peak hour.

With 2032 background improvements in place, and with the addition of 2032 Phase 1 project traffic, all roadway segments and intersections within the traffic impact area except for the following two (2) study intersections:

- SR 60 and Connersville Road/91 Mine Road
- SR 60 and Enterprise Boulevard

Transportation improvements required to correct 2032 Phase 1 project traffic deficiencies are summarized **Table 32**.

2036 Background Traffic Conditions

All roadway segments and intersections within the traffic impact area are anticipated to operate at acceptable LOS standards except for two (2) study intersections. Intersection improvements were identified to correct these background traffic deficiencies. Transportation improvements required for 2036 background traffic conditions are summarized in **Table 32**.

2036 Phase 2 Total Traffic Conditions

Emilie East (Phase 2) residential development is expected to generate a total of 902 trips (568 Enter; 334 Exit) in the PM and a total of 616 trips (154 Enter; 462 Exit) in the AM peak hour.

With 2036 background improvements in place, and with the addition of 2036 Phase 2 project traffic, the roadway segments and study intersections within the traffic impact area except for the following two (2) study intersections:

- SR 60 and Connersville Road/91 Mine Road
- 91 Mine Road & Gaskins Road

Transportation improvements required to correct 2036 Phase 2 project traffic deficiencies are summarized **Table 32**.

Site Access Analysis

A site access analysis was completed to determine turn lane requirements and traffic control operations at three (3) site access driveways. The following recommendations were made:

1. Enterprise Boulevard at SR 60
    a. Signalize the intersection in the 2032 Phase 1 total traffic conditions.
    b. Extend EBL turn lane to 1,030 feet total in the 2036 Phase 2 total traffic conditions.
    c. Extend SBL turn lane to 420 feet total in the 2036 Phase 2 total traffic conditions.
2. Emilie East RIRO access driveway at SR 60
    a. Provide 405-foot WBR turn lane in the 2036 Phase 2 total traffic conditions.
3. 91 Mine Road at Gaskins Road
    a. Signalize the intersection in the 2036 Phase 2 total traffic conditions.
    b. Provide 310-foot SBL turn lane in the 2036 Phase 2 total traffic conditions.
    c. Provide 255-foot WBL turn lane in the 2036 Phase 2 total traffic conditions.

Safety Analysis

A safety analysis was conducted to identify any observable crash patterns at the site access driveways / intersections. The crash rates at the three site access driveways are below the state average rates and no typical crash patterns were observed.

Table 32: Improvement Summary

Intersection	2032 Background	2032 Phase 1 Total	2036 Background	2036 Phase 2 Total
1: SR 60/Walmart Driveway & Van Fleet Dr	Add 3rd NBL turn lane; Add SBL turn lane; Add overlap to SBR; Modify NBL & SBL to protected only			
3: SR 60 & Flamingo Dr	Add 2nd NBR turn lane			
5: SR 60 & Connersville Rd/ 91 Mine Rd		Signalize; Modify EBL and WBL to protected only; Add overlap to SBR		Add SBR turn lane
6: SR 60 & Enterprise Blvd		Signalize		Extend EBL turn lane; Extend SBL turn lane
7: SR 60 & 80 Foot Rd	Optimize signal timing		Add NBL turn lane; Modify NB/SB to Split phase; Modify cycle length	
8: SR 60 & Emilie East access driveway				Add WBR turn lane
10: Rifle Range Rd & Bomber Rd	Add 2nd NBL turn lane; Add SBR turn lane; Modify NBL and SBL to protected only			
11: Rifle Range Rd & Eagle Lake Loop Rd	Add EBR turn lane and add overlap phase; Add WBR turn lane and add overlap phase			
13: 91 Mine Rd & Gaskins Rd				Signalize; Add SBL turn lane; Add WBL turn lane
14: US 17 & 91 Mine Rd/ Griffin Rd	Signalize; Modify EBL and WBL to protected only		Add NBL turn lane; Optimize signal timing	

Table 33: Summary of All Improvements through Build-Out

Intersection	Background Improvements (Not Project Related)	Project Improvements
1: SR 60/Walmart Driveway & Van Fleet Dr	Add 3rd NBL turn lane; Add SBL turn lane; Add overlap to SBR; Modify NBL & SBL to protected only	
3: SR 60 & Flamingo Dr	Add 2nd NBR turn lane	
5: SR 60 & Connersville Rd/ 91 Mine Rd		Signalize; Modify EBL and WBL to protected only; Add overlap to SBR; Add SBR turn lane
6: SR 60 & Enterprise Blvd		Signalize; Extend EBL turn lane; Extend SBL turn lane
7: SR 60 & 80 Foot Rd	Add NBL turn lane; Modify NB/SB to Split phase; Modify cycle length; Optimize signal timing	
8: SR 60 & Emilie East access driveway		Add WBR turn lane
10: Rifle Range Rd & Bomber Rd	Add 2nd NBL turn lane; Add SBR turn lane; Modify NBL and SBL to protected only	
11: Rifle Range Rd & Eagle Lake Loop Rd	Add EBR turn lane and add overlap phase; Add WBR turn lane and add overlap phase	
13: 91 Mine Rd & Gaskins Rd		Signalize; Add SBL turn lane; Add WBL turn lane
14: US 17 & 91 Mine Rd/ Griffin Rd	Signalize; Modify EBL and WBL to protected only; Add NBL turn lane; Optimize signal timing	

ORDINANCE NO. 2025-19

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BARTOW, FLORIDA, ZONING APPROXIMATELY 369.3 ACRES OF LAND OWNED BY SMITH GERBER, LLC AND LOCATED IN SECTIONS 29 THRU 32, TOWNSHIP 29S, RANGE 26E, POLK COUNTY FLORIDA, AS PD, PLANNED DEVELOPMENT; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE

Whereas, the Planning and Zoning Commission of the City of Bartow, upon petition of the owner of certain lands, after holding due public hearing on the same, recommends denial of the rezoning of the hereinafter-described property located in Bartow, Polk County, Florida, to **PD, "Planned Development"**, and

Whereas, the City Commission of the City of Bartow acknowledges the recommendation of the Planning and Zoning Commission but finds that the recommended zoning is consistent with the City of Bartow's Unified Land Development Code and Comprehensive Plan Future Land Use Map and associated Goals, Objectives and Policies, and

Whereas, the City Commission of the City of Bartow finds that the recommended zoning is in the best interest of the health, welfare, safety and morals of the citizens of Bartow.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF BARTOW, FLORIDA:

Section 1. The zoning classification of approximately **369.3** acres of land located in Sections **29 thru 32**, Township **29** South, Range **26** East, Polk County, Florida, as depicted and described by the Land Use Plan attached as Exhibit "A" and legally described in Exhibit "B", is hereby changed to **PD, "Planned Development".** Said Land Use Plan may be amended from time to time by resolution of the City Commission after holding a single duly advertised public hearing in accordance with Section 7.04.06 of the Unified land Development Code.

Section 2. The Conditions of Approval attached as Exhibit "C" are made a part of the Planned Development approval. Said Conditions may be amended from time to time by resolution of the City Commission after holding a single duly advertised public hearing in accordance with Section 7.04.06 of the Unified land Development Code.

Section 3. The aforesaid amendment shall be noted on the Zoning Map of the City of Bartow.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. Any scrivener's error created as a result of the passage of this ordinance may be corrected by City of Bartow staff, without further legislative action, so long as the intent of this ordinance is preserved, by filing a revised copy thereof with the City Clerk's office with the terms "Staff Revised" and the revision version number in the style of the ordinance.

Section 6. After passage on first reading, at least three (3) copies of this ordinance in the form in which it has been passed on first reading shall be made available for public inspection in the Office of the City Clerk, and there shall be published in a newspaper published and of general circulation in the City of Bartow, a notice describing this ordinance in brief and general terms and stating that it is available for public inspection in the Office of the City Clerk, together with the time and place when and where it will be considered for final passage. Such publication shall be at least five (5) days prior to the time advertised.

Section 7. This ordinance shall become effective immediately upon passage and adoption by the City Commission of the City of Bartow, Florida.

INTRODUCED AND PASSED on First Reading this ___ day of _____ , 2025.
PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the City Commission of Bartow, Florida, this ___ day of _____ , 2026.

ATTEST WITH SEAL: **CITY OF BARTOW**

By: _____ By: _____
Jacki Poole, City Clerk Tanya Tucker, Mayor

Approved as to correctness and form: Approved as to substance:

By: _____ By: _____
Sean R. Parker, City Attorney Mike Herr, City Manager

EXHIBIT "A"
Land Use Plan
1 of 4

Emilie East Planned Development

Project Notes:

1. Project includes two parcels: PID 26-29-26-000000-013010 and 26-29-35-000000-024010.
2. The site lies within flood zones X, A, and AE, Flood Insurance Rate Map (Firm) panel 12105C0520G, 12105C0510G, and 12105C0540G Polk County and incorporated areas. Any development within the floodplain shall provide compensation pursuant to FEMA requirements.
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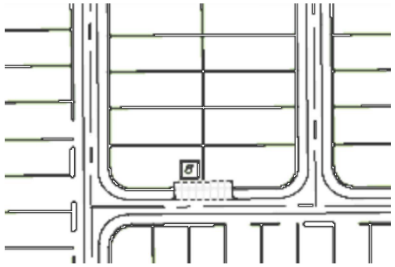
   Interim Agriculture / Agriculture uses shall be permitted.
6. Internal roadway alignments and site access points are conceptual. Specific location of rights of way will be determined through the approval of preliminary site plans and accompanying construction plans.
7. The internal roadways and access connections, including trails, shall be developed consistent with the conceptual roadway network as depicted on the LUP, such conceptual roadway network being consistent with the network depicted on DSAP Map 1-2 as "Proposed Roads" and "Bicycle / Pedestrian Trails" as depicted on DSAP Map 1-11. Precise alignment of major roads and trails shall be determined upon further detailed site design and related City approvals.
8. Development within the PD area will generally follow the Conceptual Utility Plan and the Conceptual Phasing Plan. Further coordination with the appropriate regulatory bodies will be required throughout implementation of each development phase s permitting process.
9. All project external access points on Polk County and FDOT roads shall be subject to Polk County and FDOT requirements.
10. All utilities shall be placed below ground except where connecting to existing above ground utilities.
11. The construction and location of any proposed wetland/other surface water impacts and mitigation plan shall be reviewed and permitted through the Southwest Florida Water Management District. Wetland buffers shall be consistent with Policy 3.3.10 of the City's Comprehensive Plan Future Land Use Element.

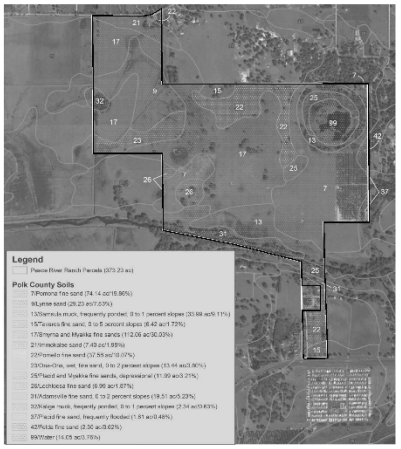
    Wetlands and floodplains are subject to FEMA, the Southwest Florida Water Management District, and the Army Corps of Engineers approval and delineation. If impacts are made to wetlands/floodplains, appropriate mitigation shall occur.
12. Landscape and site buffering features
    a. Screening and buffering will be provided in accordance with the City of Bartow Unified Land Development Code. Detailed landscape plans shall be reviewed and approved by the City of Bartow during subsequent site development approval processes.
    b. Street Trees - The project shall provide 1 tree per single family detached lot. Corner lots shall include a minimum of two street trees, one per each roadway frontage.
    c. Perimeter landscape buffers abutting property lines shall be a minimum of 25 ft wide. The buffer shall be landscaped to provide a solid screen, such as a wall or hedge, berm or combination of all three at a minimum of six (6) feet in height. One (1) canopy tree shall be provided for every fifty (50) feet of buffer length. Typical design shall be reviewed and approved during subsequent site development and subdivision review and approval processes.
    d. Fences and/or privacy walls, a maximum of 6 ft in height, may be constructed along the perimeter project boundary and adjacent to internal spine roads. Chain link fences shall be prohibited as a perimeter development buffer.
    e. The project shall retain, to the extent possible and where appropriate, natural features on the external perimeter boundary for use in landscape buffers and to limit the external exposure to the development. Where those features exist, they may be deemed to meet the landscape buffer requirement.

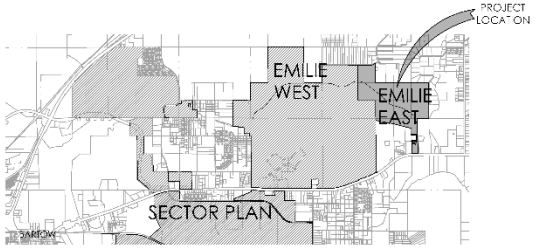
ADDITIONAL PARKING

Additional parking visitor lots are to be provided throughout site; no on-street parking in front of homes; parking not less than 1 space per 8 lots, (established with the preliminary site plan for each section of development.)



SOIL MAP
NOT TO SCALE





PROJECT LOCATION MAP
NOT TO SCALE

ENTITLEMENT SUMMARY

Site Project Data Table - Emilie East Planned Development		
Acreage	± 369.3 Acres	
Comprehensive Plan Designation-Future Land Use	LDR	
Existing/Proposed Zoning	N/A	Planned Development
Gross Residential Density	3.5 DU/GA	
Net Residential Density	2.9 DU/NET	
Acreage of Wetlands (Conservation Areas)	± 60.35 Acres	
Maximum Units	1094 Units	
Maximum Height	35'	
General Land Use	**Estimated Acreage**	**Development**
Residential: Single Family Detached	± 212.07 Acres	1,094 Units
Amenity	± 4.78 Acres	
Open Space / Recreation (including stormwater)	± 92.10 Acres	
Conservation / Wetlands	± 60.35 Acres	Pending JD approval and alteration during permitting
Total Emilie West (Entire PD):	**± 365.3 Acres**	

Note: Development amounts per the Site Project Data Table may not be exceeded without modification of this PD. However, the number and types of units identified per development parcel as shown on this LUP may be adjusted between development parcels without modification to this PD zoning. The exact acreage of each use are subject to approvals by SWFWMD, FEMA, Army Corp of Engineers, and the City of Bartow during subsequent site development approval processes.

LOT DEVELOPMENT STANDARDS

Lot Type	Lot Width	Front Setback	Side Setback	Rear Setback	Min Lot Length	Unit Mix
A	40'	20'/25'*	5'	15'	110'	MAX 50%
C	50'	20'/25'*	5'	15'	110'	MAX 30%
D	50'	20'/25'*	5'	15'	120'	MAX 15%
E	50'	20'/25'*	5'	15'	130'	MAX 10%
F	55'	20'	5'	15'	110'	MAX 25%
G	60'	20'	5'	15'	110'	MIN 5%

*Main building façade – 20' front setback; garage – 25' front setback (only for 40'-50' lot)

Stantec
Stantec Consulting Services Inc
777 Harbour Island Blvd, Suite 600
Tampa, Florida 33602, USA
Phone: +1 (727) 515-1620
Fax: +1 (727) 515-1620
www.stantec.com

CLIENT
CBD LAND INVESTORS, LLC

EMILIE EAST DEVELOPMENT
BARTOW, FLORIDA

REVISIONS

PLANNED DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

N
0 500' 1000'

DATE: October 14, 2025
EMPLOYEE: SEF/EII
PROJECT #: 238201985

E-PD01

EXHIBIT "A"
Land Use Plan
2 of 4

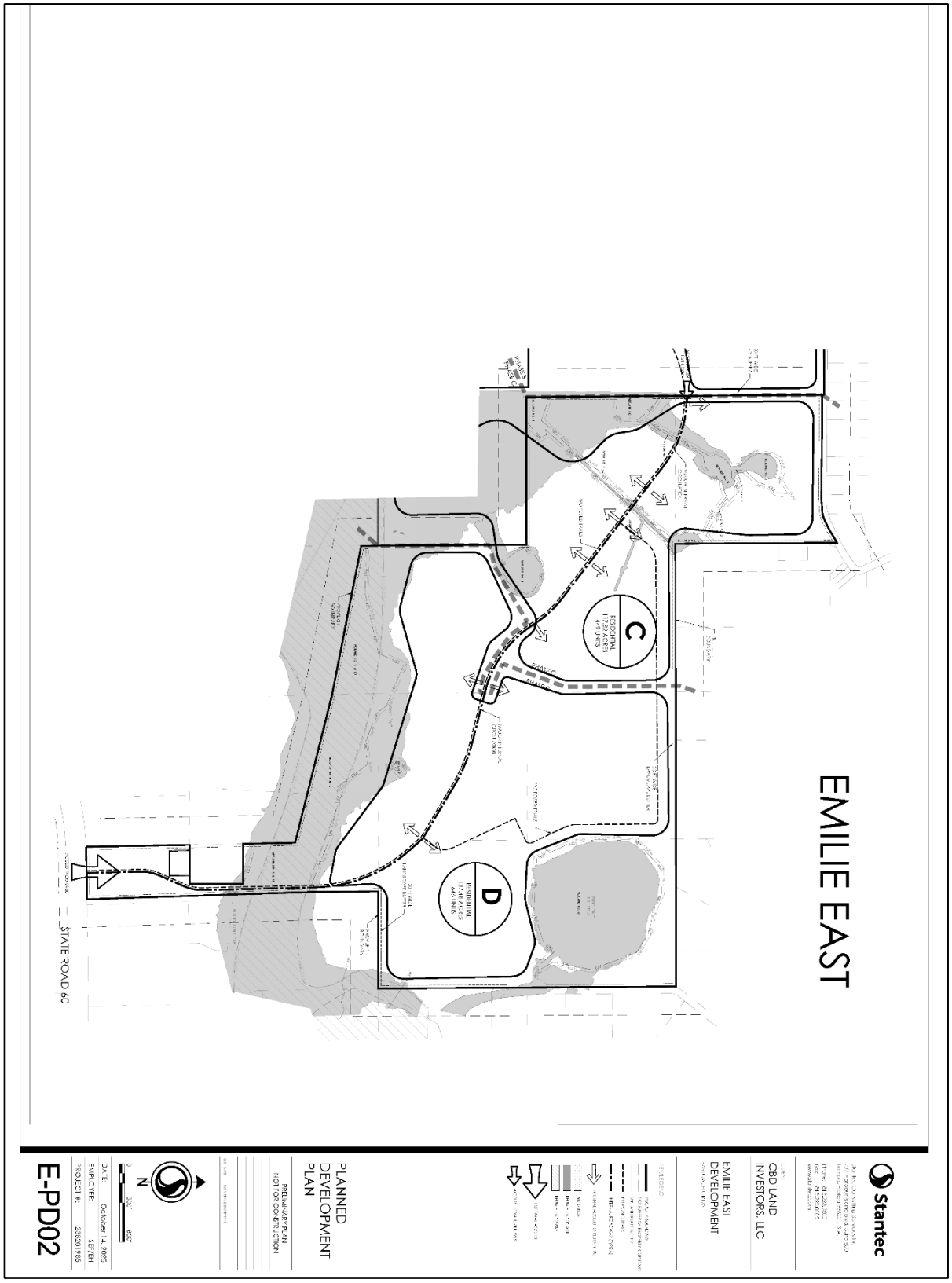
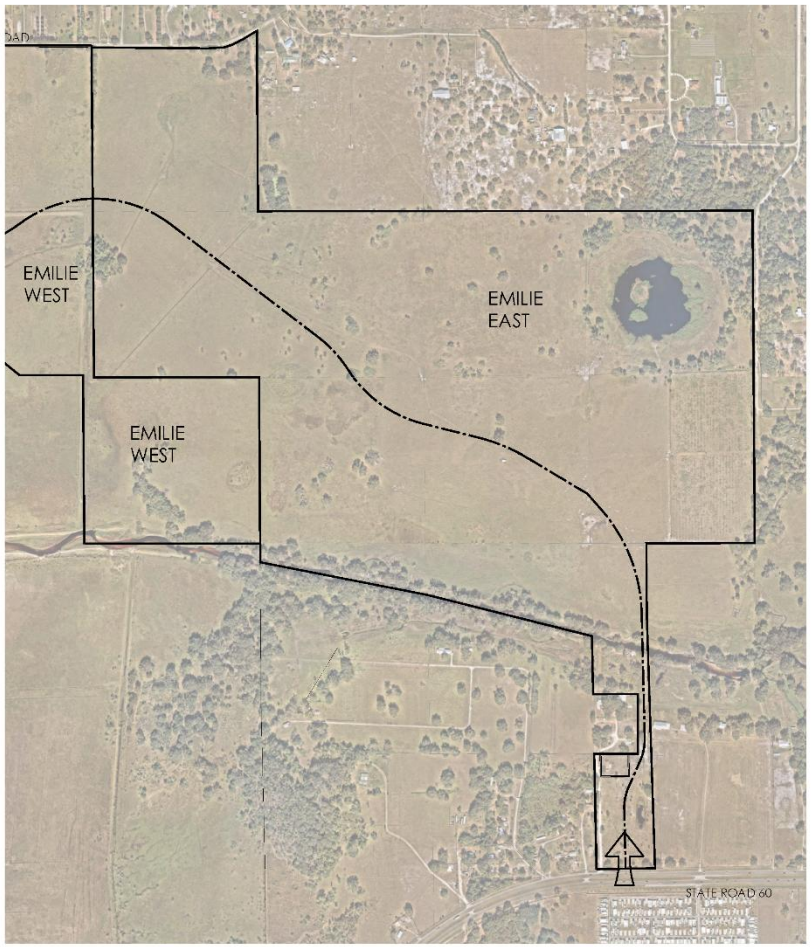


EXHIBIT "A"
Land Use Plan
3 of 4



LEGAL DESCRIPTION EMILIE EAST

LEGAL DESCRIPTION:

THE E 1/2 OF THE SW 1/4 AND SW 1/4 OF THE SW 1/4, ALL IN SECTION 29, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND THE NE 1/4 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL.

AND THE SE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND ALL THAT PART OF THE SW 1/4 OF THE NW 1/4 SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL.

AND ALL THAT PART OF THE E 1/2 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING WEST OF THE FOLLOWED DESCRIBED LINE: BEGIN AT A POINT ON THE SOUTH BOUNDARY OF SAID E 1/2 OF THE NW 1/4 A DISTANCE OF 468.92 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID E 1/2 OF THE NW 1/4; THENCE DEFLECT 61°52'00" FROM NORTHERLY TO NORTHEASTERLY AND EASTERLY TO NORTHERLY AND RUN NORTHERLY 2650.61 FEET; THENCE DEFLECT 01°32'00" FROM NORTHERLY TO NORTHEASTERLY AND RUN NORTHEASTERLY 617.95 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID E 1/2 OF THE NW 1/4, SAID POINT BEING 1453.31 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID E 1/2 OF THE NW 1/4 AND THE END OF SAID LINE.

LESS RIGHT OF WAY FOR STATE ROAD NUMBER 60.

AND THE EAST 272 FEET OF THE WEST 793 FEET OF THE NORTH 660 FEET OF THE SOUTH 858.50 FEET OF THE SW 1/4 OF THE SW 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS THE WEST 330 FEET OF THE NORTH 495 FEET OF THE SOUTH 1485.50 FEET OF THE E 1/2 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

SUBJECT TO: AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LANDS: THE WEST 50 FEET OF THE SOUTH 660 FEET OF THE E 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 60.

AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, AND

THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH AND EAST OF THE MAINTAINED RIGHT OF WAY OF GRIFFIN DAIRY ROAD, SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

CONTAINING 388.98 ACRES, MORE OR LESS.

Stantec

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Phone: (813) 223-3500
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www.stantec.com

CLIENT:
CBD LAND INVESTORS, LLC

EMILIE EAST DEVELOPMENT
BARTOW, FLORIDA

REVISIONS

PLANNED DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

NO. DATE ISSUE/DESCRIPTION

N

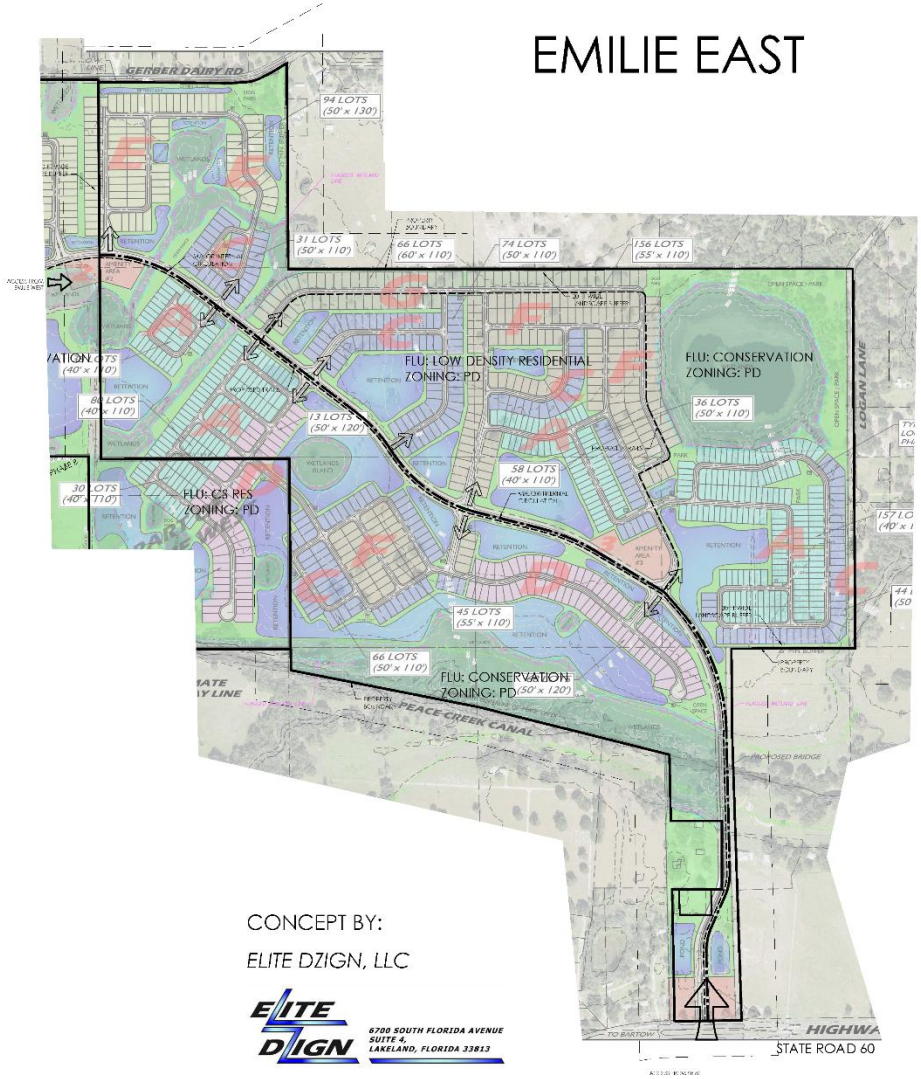
0 500' 1000'

DATE: October 14, 2025
EMPLOYEE: SRF/EH
PROJECT #: 238201985

E-PD03

EXHIBIT "A"
Land Use Plan
4 of 4

EMILIE EAST



CONCEPT BY:

ELITE DZIGN, LLC

ELITE DZIGN
6700 SOUTH FLORIDA AVENUE
SUITE 4,
LAKELAND, FLORIDA 33813

Stantec

Stantec Consulting Services Inc.
777 N Ashley Drive, Suite 600
Tampa, Florida 33602 U.S.A.

CLIENT
CBD LAND INVESTORS, LLC

EMILIE EAST DEVELOPMENT
BARTOW, FLORIDA

PLANNED DEVELOPMENT PLAN- FUTURE LAND USE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

N

0 300' 600'

DATE: October 14, 2025
EMPLOYEE: SRF/EH
PROJECT #: 238201986

E-PD04

EXHIBIT "B"
Legal Description

THOSE PARTS OF SECTIONS 29 THRU 32, TOWNSHIP 29S, RANGE 26E, POLK COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE E-1/2 OF THE SW-1/4 AND SW-1/4 OF THE SW-1/4, ALL IN SECTION 29, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND THE NE-1/4 OF THE NE-1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL.

AND THE SE-1/4OF THE SE-1/4 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND ALL THAT PART OF THE NW-1/4 OF THE NW-1/4 SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL. AND ALL THAT PART OF THE E-1/2 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGIN AT A POINT ON THE SOUTH BOUNDARY OF SAID E-1/2 OF THE NW-1/4 A DISTANCE OF 468.79 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID E-1/2 OF THE NW-1/4; THENCE DEFLECT 91°51'23" FROM EASTERLY TO NORTHERLY AND RUN NORTHERLY 2059.11 FEET; THENCE DEFLECT 01°23'02" FROM NORTHERLY TO NORTHEASTERLY AND RUN NORTHEASTERLY 612.95 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID E-1/2 OF THE NW-1/4, SAID POINT BEING 448.31 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID E-1/2 OF THE NW-1/4 AND THE END OF SAID LINE.

LESS RIGHT-OF-WAY FOR STATE ROAD NUMBER 60.

AND LESS: THE EAST 223 FEET OF THE WEST 273 FEET OF THE NORTH 180 FEET OF THE SOUTH 988.50 FEET OF THE SE-1/4 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA,

AND LESS: THE WEST 350 FEET OF THE NORTH 481 FEET OF THE SOUTH 1465.50 FEET OF THE E-1/2 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA,

SUBJECT TO: AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LANDS: THE WEST 50 FEET OF THE SOUTH 988.50 FEET OF THE SE-1/4 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 60.

AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA,

AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH AND EAST OF THE MAINTAINED RIGHT OF WAY OF GERBER DAIRY ROAD, SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

CONTAINING 369.298 ACRES, MORE OR LESS.

EXHIBIT "C"
Conditions of Approval

1. Development shall conform to the Emilie East Planned Development Land Use Plan, dated "May 21, 2025", and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state, and local laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent the applicable laws, ordinances, and regulations are expressly waived or modified by these conditions, or by action approved by the City of Bartow.

2. The development shall obtain water, wastewater, solid waste and electrical services from the City of Bartow subject to applicable City rate resolutions and ordinances. Master water, wastewater, electrical distribution and stormwater plans, including preliminary calculations for specific phases based on the needs of the entire project shall be required to be submitted for review and approval concurrent with the first set of construction plan.

3. Development of Emilie East shall conform to the urban form and character, and natural resource protection standards contained in the Clear Springs Sector Plan DSAP#1, and which will be part of the Emilie West site development approvals.

4. The developer shall evaluate site planning and design guideline characteristics from other jurisdictional agencies (e.g. FDOT, FDEP, FWC, etc.) to facilitate wildlife corridors and crossings in order to protect existing ecology, wildlife habitat, and natural resources within and adjacent to the project site.

5. The road/rights-of-way within the individual areas of development will remain private since they will not contribute to the City's roadway network. The dedication language on the final plat shall contain necessary language to demonstrate compliance with this intent and a copy of the association/district documents addressing ownership and maintenance responsibilities shall be provided for review and approval by City staff.

6. An Avigation Easement, acceptable in form to the City of Bartow and Bartow Municipal Aviation Authority, shall be recorded in the public records of Polk County, Florida, prior to approval of a Subdivision Construction Plan for Emilie East or West project. The form and contents shall be reviewed and approved concurrently with the first Preliminary Subdivision Plat submittal.

7. The developer shall be responsible for all transportation improvements associated with the project's connection to State Road 60, Enterprise Boulevard; Gaskin Road, 91 Mine Road and any other road as may be the case. These improvements may include, but not be limited to dedication of additional road right of way, turn lanes, median improvements and traffic control devices. All such improvements shall be permitted through the appropriate jurisdictional agency prior to approval of site construction plans that rely on access to these roadways. The City of Bartow is not responsible for any of these costs.

8. A development agreement shall be prepared by the developer and entered into with the City of Bartow (and other jurisdictional agencies as applicable) to address the specific details, including design, ownership and maintenance, of transportation related improvements identified in the Emilie West and Emilie East Traffic Impact Study, Stantec, Revised March 2025 that are attributed to this project. The development agreement shall be submitted for review concurrently with the first Preliminary Subdivision Plat and shall be approved prior to the issuance of the first Subdivision Construction Plan.

9. A development agreement shall be prepared by the developer and entered into with City of Bartow to address the specific details of potable water and sanitary sewer related improvements that are attributed to this project. The development agreement shall be submitted for review concurrently with the first Preliminary Subdivision Plat and shall be approved prior to the issuance of the first Subdivision Construction Plan.

Case #CPA-25-02-LS / Emilie West
Planning Department Staff Report
P & Z Hearing Date: October 27, 2025
City Commission Dates: November 17, 2025 (1st Rdg/PH/Transmittal)
March 2, 2026 (2nd Rdg/PH/Adoption)

GENERAL INFORMATION

Request:	Review and recommendation to the City Commission of a request to amend the Comprehensive Plan Future Land Use Map designation of parcels of land from Clear Springs Planned Industrial to Clear Springs Residential.
Owner:	Clear Springs Land Company, LLC
Applicant:	Bart Allen, Peterson & Myers, P.A.
Location:	South of Gerber Dairy Road and the Bartow Executive Airport; north of Peace Creek; and 1,333' east of the terminus of Gaskin Road in Section 25, Township 29S, Range 25E and Section 30, Township 29S, Range 26E, Polk County, Florida. *(See Location Map)*
Property Size:	556 acres (+/-)
Existing Use:	The property is currently undeveloped.
Existing Future Land Use:	The Emilie West development site is located within the Clear Springs Sector Plan (CSSP) Detailed Specific Area Plan (DSAP) #1, an area within a Conceptual Plan Overlay (CPO) that is intended to serve as the long-term buildout overlay. Properties within the CSSP are designated with a Clear Springs FLU, which directs the property to adhere to additional design standards at the time of entitlement and development. Currently, the Emilie West development site is designated Clear Springs Planned Industrial (CS PI). This amendment proposes to amend the Emilie West development site to Clear Springs Residential (CS RES). The CS PI category offers flexibility in permitted uses and in creativity for design of the required site plan to ensure that the degree of impact on the surrounding natural and man-made environment is kept to a minimum. Rezonings shall be approved utilizing the City of Bartow planned development zoning designation. This land use plan category will be used along major transportation routes, in areas where there is no

pre-existing concentration of industrial uses and in areas where concerns such as the impact on adjacent development can be effectively addressed through site planning.

Light and heavy industrial uses such as processing, manufacturing, recycling and storage of materials are permitted as the predominant uses, including support offices, warehousing, and small scale retail uses. Agricultural uses may be permitted pursuant to policies in the agricultural objective areas of the Future Land Use Element. No residential is allowed except limited accessory residential (e.g. on-site security guard). The maximum FAR permitted is 0.50. *(Attachment 1)*

Proposed Future Land Use: If the proposed amendment is adopted by the City Commission the property will be designated for Clear Springs Residential (CS RES) in the City's Comprehensive Plan. *(Attachment 2)*

FLUM Description: The primary function of the CS RES land use plan classification id to designate those areas within the Clear Springs Sector Plan area that are best suited for residential development up to 20 dwelling units per gross acre. Commercial uses which are part of mixed use planned developments serving the area at an FAR up to 0.25 can be considered. Quasi-residential land uses such as assisted living facilities and RV Parks may also be considered. Rezonings shall be approved through planned controlled rezoning districts. Projects that provide mixed uses must demonstrate detailed integration, scale, diversity and internal relationships of uses on site. Strip commercial development with separate driveway access for individual commercial uses to arterials shall be prohibited. Public and private schools are allowed.

Proposed Use: The applicant represents a development interest that intends to construct a residential community consisting of no more than 1,151 residential dwelling units and ancillary support uses. This site is being planned as a part of a larger residential development, including both Emilie West (this application) and Emilie East (concurrent application to the east of the site). The Emilie Master Development proposes approximately 2,245 residential dwellings. The proposed residential density of Emilie West is 2.1 units per gross acre. The development program for the project is part of a Planned Development zoning application that is being processed concurrently with this application. *(Application #Z-25-02-PD)*

Adjacent FLUM Designations:
N: A/RR, Agriculture/Rural Residential; BPC-2, Business Park Center and RL-1X, Residential Low (PC)
S: CS Conservation & CS Residential (COB)
E: A/RR, Agriculture/Rural Residential & RL-1X, Residential Low (PC)
W: A/RR, Agriculture/Rural Residential (PC)
Clear Springs Planned Industrial (COB)

Adjacent Land Uses:
N: Bartow Executive Airport & Single Family Residences (PC)
S: Undeveloped (COB)
E: Single Family Residences & Undeveloped (PC)
W: Bartow Executive Airport; Single Family Residences (PC) & Bartow Photovoltaic Facility (COB)

SPECIAL INFORMATION

Environmental Analysis:

Terrain: The highest elevations are found in the north and west portions of the property with lower elevations towards the southern and northern boundaries. The low point of the project is north of the Peace Creek channel at elevation 100' MSL.

Vegetation and Plant Species: Pedestrian surveys of the subject property were conducted to qualitatively document the existing vegetation and to assess the present land use patterns according to the Florida Land Use, Cover and Forms Classification System, Department of Transportation (FLUCFCS; DOT).

Nine (9) land-use types were determined for the subject property. These include Improved Pasture (460.8 ac/86391%); Temperate Hardwoods (3.94 ac/0.74%); Streams and Waterways (16.73 ac/3.16%); Streams and Waterways, Upland Cut Ditch (6.47ac/1.22%); Wetland Forested Mixed (0.15ac/0.03%); Wetland Scrub (29.73 ac/5.61%); Vegetated Non-Forested Wetlands (6.15 ac/1.16%); Wet Prairie (5.07 ac/0.96%); and Intermittent Ponds (1.13 ac/0.21%).

Pursuant to a study conducted by Stillwater Environmental, Inc., and reviewed by Stantec Consulting Services, Inc. no threatened or endangered plant species exist on site.

Surface Water, Wetlands and Flood Plain: Forty (40) areas classified as wetland/surface waters occur on the subject property. The jurisdictional limits of the wetlands associated with the project site have been delineated by biologists with Stillwater Environmental, Inc. and will need to be approved by staff with the Southwest Florida Water Management District and possibly the

ACOE. As part of the development and engineering process, these areas will be further defined and can later be established by plat, easement, or codified through a Comprehensive Plan Map Amendment to assure the Future Land Use Maps are accurate, if desired by the City.

Any proposed development in the future that would include impacting these wetlands will need to be accounted for in the Environmental Resource Permit (ERP) issued for this project with the Southwest Florida Water Management District, including both direct and secondary impacts.

The wetlands and floodplains shown are taken from publicly available GIS data and the elevation contours have not been formally established based on site specific data. There is a lengthy and detailed process with the regulatory agencies with authority and jurisdiction (FEMA, the Southwest Florida Water Management District, and the Army Corps of Engineers) that requires a significant amount of detailed engineering and environmental expertise in order to create the final delineation. These efforts are on-going and will include efforts relative to evaluating project design features. Therefore, it would be premature to designate these areas as a Conservation/Recreation and/or Open Space Future Land Use until the areas have been delineated and approved by regulatory agencies. The delineation of wetlands and floodplains will occur as part of the development and engineering process. The wetland and floodplain areas that are not mitigated in accordance with the allowances under Florida law can be designated by plat, easement or codified through a Comprehensive Plan Map Amendment to Conservation, Recreation and/or Open Space as part of and concurrent with such engineering and final site plan approval process and consistent with the rights granted in the DSAP #1.

Soil Types: Sixteen soil types lie within the project area. They are Pomona fine sand; Lynne sand; Samsula muck, frequently ponded, 0 - 1 percent slopes; Sparr sand, 0 - 5 percent slopes; Tavares fine sand, 0 - 5 percent slopes; Smyna and Myakka Fine Sands; Immokalee sand; Pomello fine sand; Ona-Ona, wet, fine sand, 0 - 2 percent slopes; Placid and Myakka Fine Sands, depressional; Lochloosa fine sand; Pompano fine sand; Adamsvile fine sand, 0 - 2 percent slopes; Kaliga muck, frequently ponded, 0 - 1 percent slopes; Archbold sand, 0 - 5 percent slopes; Winder fine sand, frequently ponded, 0 - 1 percent slopes.

Additional geotechnical work will have to be performed during subsequent site analysis to determine the suitability of each soil type for development activities.

Threatened and Endangered Animal Species: The U.S. Fish and Wildlife Service (USFWS) is the federal agency responsible for protecting the nation's fish and wildlife resources; USFWS has the responsibility for terrestrial and freshwater species. The Department of Commerce, National Marine Fisheries Service has the responsibility for marine and estuarine species. In Florida, approximately 60 species of animals and 65 species of plants are federally listed by the USFWS as threatened or endangered.

Pursuant to a study conducted by Stillwater Environmental, Inc., and reviewed by Stantec Consulting Services, Inc. the following was determined.

The Audubon Eagle Watch Nest Locator Map revealed no documented eagle nests within the Emilie West Subject Property. The nearest bald eagle nest No: PO209 located approximately 1.4 miles to the south, southeast of the subject area and the federally designated eagle nest protection zone of 660-feet does not overlap the subject area.

The Environmental analysis survey results were negative for sands skinks and blue-tailed mole skinks; a clearance letter is included within this application.

Gopher tortoises are listed as threatened by the FFWCC. At the time of the survey there were twenty-one (21) "potentially occupied" burrows located. Currently there are four (4) options to conduct activities that may adversely impact tortoises and they are as follows:

1. Avoid developing the areas occupied by the tortoises.
2. Avoid individual burrow entrances to ensure the protection of the burrow. A radius of 25' surrounding each burrow is required.
3. Capture and relocate each tortoise to a FFWCC Long Term Protected Recipient Site.
4. If ten (10) or fewer burrows are affected and some habitat will exist on the site following construction, tortoises may be captured and released back onto the site.

Based on the future plans for the subject property, Option No. 3 is the most viable option should any gopher tortoises be found. If some burrows are located prior to the initiation of any development activities, an application for a relocation permit

will need to be prepared and submitted to the FFWCC. Once the permit has been issued and received, relocation efforts will be scheduled. The tortoises would then be excavated and relocated to a FFWCC Long Term Protected Recipient Site.

Parks & Recreation Facilities: Parks and Recreation Facilities are to be adequately addressed within the concurrent Planned Development rezoning. In addition to the conservation and open space, amenity areas and a trail network will be provided and interconnected within the Emilie Master Development.

Transportation/Access: Proposed access to the Emilie project includes two connections to Highway 60 E, utilizing two bridge crossings over the Peace Creek, and a connection to Gaskin Road. The eastern connection to Highway 60 E will be located approximately 3,700' west of Rifle Range Road and the western connection will be from an extension of Enterprise Boulevard located in the Clear Springs Corporate Park.

The proposed Comprehensive Plan Amendment (CPA) is supported by a Traffic Impact Study (TIS) prepared by Stantec Consulting Services Inc. The study identified the potential transportation impacts of the proposed Emilie West and Emilie East developments. A complete copy of the TIS is located in the City Planning Office.

Emilie West is being introduced as Phase 2A into the Clear Springs Detailed Area Sector Plan (DSAP) #1. Emilie East is proposed to be annexed into the City of Bartow but not into Clear Springs DSAP #1. Emilie West consists of approximately 556 acres, and Emilie East consists of approximately 375 acres. The property is less than 2 miles south of US Highway 17 and bounded by State Road 60 to the south.

The phasing schedule and land uses proposed for the entire Emilie development are as follows:

Development Project	Phase	Construction Start Year	Build-Out Year	Dwelling Units
Emilie West	1	2027	2032	1,151
Emilie East	2	2030	2036	1,094
Total				**2,245**

The TIS has been reviewed by representatives from the City of Bartow, Polk Transportation Planning Organization (TPO), Polk County, and Florida Department of Transportation (FDOT) District One.

A two-phase traffic impact study was conducted to analyze the impacts of the proposed Emilie West and Emilie East residential developments on surrounding roadway network and study intersections in Polk County. The assumed build-out year is 2032 for Emilie West (Phase 1) and 2036 for Emile East (Phase 2). For each phase, background traffic and project traffic required improvements were identified.

Conclusions reached by the Emilie West and Emilie East Traffic Impact Study, Stantec, Revised March 2025 are attached consisting of Pages 87 - 90. Table 32 of the summarizes the background and project improvements for each phase. Table 33 provides a consolidated summary of all transportation improvements through build-out.

Utility Systems:

Water and Wastewater: Currently, city water and wastewater facilities extend to a portion of Emilie West and will be expanded and extended to the Emilie East portion of the master planned community. Capacity (both current and planned) exists in each system to accommodate the proposed development.

Stormwater Management: Stormwater management facilities will be constructed concurrent with site development. These facilities will be constructed according to guidelines and standards established by federal, state and local agencies to include the Federal Emergency Management Agency, Southwest Florida Water Management District, Florida Department of Environmental Protect, Florida Department of Transportation, Polk County and the City of Bartow.

Solid Waste: Solid waste and recycling services will be provided by the City of Bartow. Adequate capacity currently exists at the Polk County Central Landfill to meet the needs of this proposed development in the future. The adopted level of service of 8.0 pounds per person per day will be maintained.

Electrical Distribution: The property is located in the City's electrical service area. Future development of the property will be required to connect to the system.

Emergency Response:

Law Enforcement and Fire Protection will be provided by the City of Bartow Police and Fire Departments. Both agencies will be tasked with planning and budgeting for additional assets, for approval by the City Commission, to ensure satisfactory coverage is maintained in future years.

Public Schools

Polk County School Board information was used during the development review of this project to determine student school

assignment and impacts. For school assignment purposes the entire Emilie development is zoned for Wahneta, Eagle Lake and South Pointe Elementary Schools, Westwood and Bartow Middle Schools and Lake Region and Bartow Senior High schools. The entire development will produce an estimated 324 elementary, 187 middle and 263 high school students.

The applicant has received a non-binding determination of impacts from district staff which states there is available capacity at the zoned middle and high schools. It also states there is insufficient capacity at the zoned elementary schools; however, concurrency can still be achieved through adjacent zoned districts or other mitigation measures as provided in the approved Interlocal Agreement for Public School Facility Planning. No seats are being reserved for the proposed project. The developer will be required to apply for a school concurrency determination at the time they apply for concurrency with the City in order to receive a binding determination and pay school impact fees at the appropriate time.

Public Notice: Public notice of the request was published in the local newspaper and posted on the City website and City Hall bulletin board. Forty-five property owners within a 500' notification radius were notified of the request.

IMPACT ANALYSIS

Land Use Compatibility: The proposed Clear Springs Residential will allow land uses that are compatible with the surrounding area.

Consistency w/ Comp Plan: The request to amend the parcels from CS PI to CS RES on the City's Future Land Use Map is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan. Specifically, the following:

Future Land Use Policy 1.1.3: Approval of development proposals will be conditioned on the availability of public facilities and services necessary to serve the proposed development and that the facilities meet the City's established level of service standards established within all elements of the City of Bartow Comprehensive Plan, including the level of service standards listed within the following elements: Infrastructure Element; Transportation Element; Capital Improvements Element; and Public School Facilities Element.

Future Land Use Policy 1.2.2: The City will encourage development in areas where public facilities and services are available or are projected to be available. High intensity, higher

density uses will be encouraged where the greatest level of public facilities exist. Low density, low intensity development will be encouraged where low public facility capacities exist.

Future Land Use Policy 1.6.3: The City will require developers to obtain all required permits from the Florida Department of Environmental Protection (FDEP), the Southwest Florida Water Management District (SWFWMD), and the Polk County Health and Rehabilitative Services when a proposed development:

a. is located within the 100 year floodplain as delineated by the Federal Emergency Management Agency (FEMA);

b. contains jurisdictional wetlands designated by the FDEP and/or the SWFWMD, or wetland areas identified on National Wetlands Inventory maps completed by the U.S. Department of the Interior, Fish and Wildlife Service; or

c. contains soils rated as having "severe limitations" by the Polk County Soil Conservation Service. The City shall require evidence of appropriate permits from state or federal regulatory agencies prior to the issuance of a development permit

Future Land use Policy 1.7.2: Prior to the issuance of a development order, the City shall require developers to confirm that required utility services are available or will be available concurrent with the impacts of the development.

Future Land use Policy 3.1.10: In addition to the standards adopted within Policy 1.10.1 of this Element to discourage the proliferation of urban sprawl, the City's strategy to discourage urban sprawl shall be implemented in substantial part by the annexation of lands within the Clear Springs Sector Plan area, by adoption of the CSSP CPO and related DSAPs to encourage and regulate growth within this Sector Plan area consistent with the principles and guidelines enumerated in this Goal and related objectives and policies; thereby facilitating logical expansion of the City into an area immediately adjacent to the City boundaries as they existed prior to the annexation of the CSSP area.

Future Land use Policy 3.3.3: Suppress leapfrog expansion of the City of Bartow into areas of unincorporated Polk County more remote from the City's urban core than the CSSP area, and limit threats to agricultural and other rural activity to the south and east of the Bartow urban core, by allocating higher urban-level land uses on Map CPO – 10: Long Range Conceptual Land Use

Map in areas that are generally more proximate to the urban core or to regionally significant public facilities such as the Bartow Municipal Airport and major arterial roadways.

Future Land use Policy 3.3.18: In lieu of the application of Policy 1.2.4 of this Element to the CSSP area, the City shall require that all development projects proposed within an approved DSAP within the CSSP area be approved only upon submittal and review prior to construction of an inventory of wetlands; soils posing severe limitations to construction; unique habitat; endangered species of wildlife and plants; historic structures and/or sites; and areas prone to periodic flooding. Development that would block or limit the flow of floodwaters downstream is prohibited within FEMA-mapped floodways, as may be modified by appropriate application to FEMA. During such pre-construction development review the City shall also determine the extent to which any development or redevelopment is proposed to be placed in/on, to disturb, or to alter the natural functions of any of these resources. This development review process shall provide the opportunity for the City to review the proposed project to ensure that direct and irreversible impacts on the identified resources are minimized, or in the extreme, mitigated. The City shall assure that the development has undergone review by the SWFWMD, FDEP and ACOE as required, and that an appropriate on-site or off-site mitigation plan for any wetland impacts has been prepared, consistent with the City's objectives relating to minimizing wetland impacts and sustaining the functions of environmentally sensitive lands.

Requirements for the mitigation for impacts of development upon wetlands within the CSSP area, including but not limited to those regarding setbacks and upland buffers, clustering to limit impacts, the extent and calculations for any on- or off-site mitigation for proposed wetland alteration; and avoiding impacts upon the Peace River and its related watercourses and wetlands that are functionally-related to such river and watercourses, may be adopted and applied at the time of approval of any CSSP DSAP, or at such later time as determined consistent with the City’s development review process.

Notwithstanding other requirements applicable to the CSSP area, an upland buffer extending 50 feet from the wetland jurisdictional line and containing natural or other permitted vegetation shall be maintained along that portion of the Peace Creek located west of 91 Mine Road within the CSSP area. Maintenance of this buffer shall not preclude the development of a major roadway crossing of the Peace Creek within such area.

Future Land use Policy 3.2.23: Require that all DSAPs approved within the CSSP area conduct detailed analysis to identify regionally significant public facilities required to meet DSAP demands at adopted levels of service, including implementing and maintaining consistency with the Guiding Principles relating to "Public Facilities / Resources," adopted as Group 3 within Section 3.5.3 of the CSSP Conceptual Plan Overlay.

Housing Policy 1.4: The City will develop schedules to provide municipal services to those areas designated on the Future Land Use Map for residential development.

Housing Policy 1.9: The City will encourage mixed land uses and higher densities and intensities to promote energy efficient land use patterns and the reduction of infrastructure costs, vehicle miles traveled, and greenhouse gas emissions thereby promoting an affordable lifestyle and encouraging affordable housing.

Transportation Policy 1.4: The City shall continue to review all development proposals and require that such proposals contain sufficient information to determine their impacts on the adopted LOS standards.

Transportation Policy 2.2: The City will promote Planned Unit Developments and similar types of mixed use developments with multi-modal provisions.

Transportation Policy 2.3: The City will implement land use policies in support of increased transit, which includes encouraging mixed use developments and medium or higher residential densities within ¼ mile of any existing and planned transit route.

Transportation Policy 4.4: During the development review process, the City will coordinate with the FDOT and the TPO when reviewing development proposals within the City limits abutting a State or County roadway to ensure state and regional consistency.

Transportation Objective 7 - Access Management: The City of Bartow shall coordinate access point, median openings, and street intersection locations associated with adjacent existing and future development to promote a safe and orderly pattern of access and preserve the capacity of arterial and collector roads.

Transportation Objective 10: The City will encourage non-automotive mobility.

Infrastructure Policy 2.5: The extension of municipal sanitary sewer and potable water facilities beyond the City limits of Bartow shall be extended to those areas suitable for higher densities and intensities of use that are only contiguous to the City, and to discourage urban sprawl.

Infrastructure Policy 3.5: No development permit will be issued if it will result in the inability of the City to maintain the Levels of Service at or above the levels established in this plan.

Conservation Policy 3.1: The City shall designate on the Future Land Use Map as Conservation any native vegetative communities that are identified or annexed into the City limits; and shall classify them as "environmentally sensitive lands". Development shall be restricted and minimum setback criteria established and enforced.

Conservation Policy 4.4: The City shall continue to enforce its Land Development Regulations to provide for the protection of wildlife and wildlife habitat within the City boundaries. Identified species of wildlife and their habitats shall be protected from activities that would adversely affect their survival, or the survival of any endangered or threatened wildlife or species of special concern which may occur within the City. These protective measures may include, but are not limited to:

a. Requiring a developer to either restore disturbed wetlands to their original status or create new wetlands to mitigate the loss;
b. Requiring clustering of dwelling units away from sensitive ecological communities;
c. Discouraging the fragmentation of large vegetative community associations;
d. Requiring buffering of sensitive ecological areas; and
e. Providing for conservation easements. [9J-5.013(2)(c)(5),(6)]

Conservation Policy 6.4: The hydrologic functions of the 100-year floodplain shall be protected.

Conservation Policy 7.1: The City will encourage the acquisition or conservation of an interconnected network of open spaces, and natural areas. The network will provide for:

a. Protection of natural resources and wildlife habitat;
b. Habitat corridors through linked open spaces;
c. Protection of historic and cultural resources;
d. Recreational opportunities;
e. Community health benefits;
f. Economic development opportunities; and
g. Multi-use trails connecting population centers to natural areas.

Recreation Policy 4.1: The City shall promote the use of open space for protection of natural vegetation and for landscaping, buffering, or greenbelts.

Intergovernmental Coordination Objective 1: Coordination with other units of government, agencies, and special districts.

STAFF ANALYSIS

The request to change the property from Clear Springs Planned Industrial to Clear Springs Residential on the Future Land Use Map is consistent with the intent of the City's Comprehensive Plan. Specifically, the policies that were mentioned above.

Future development of this site for residential development is compatible with the surrounding area and will be consistent with future development trends in the area. The applicant was notified during the initial application process of the need to submit a PD, Planned Development application to ensure that an effective planning and development process is established for the entire property. The PD application is being processed concurrently with this comprehensive Plan amendment to ensure that all issues regarding residential density, compatibility and performance standards (e.g. setbacks, lot widths, etc.) are addressed in a consistent process.

With adequate access to Highway 60 East and Gaskin Road the parcel is well integrated into the transportation network of the City of Bartow. The utility infrastructure systems that will be extended to the site at the developers expense will also provide the full range of urban services that are necessary for the residential use of this property.

Since the property is greater than 50 acres in size the requested amendment is being processed as a Large Scale Map Amendment. This process includes review by the Planning Commission, City Commission and FloridaCommerce Division of Community Development through its expedited review process.

In reviewing and formulating recommendations to the City Commission on the proposed amendments to the Comprehensive Plan the Planning and Zoning Commission shall specifically consider and evaluate the proposed changes to future land use designations against the following standards:

(A) The proposed Plan Amendment is consistent with the goals of the City of Bartow Comprehensive Plan. Objectives and policies of the Plan may be proposed for modification by the Amendment.

(B) The proposed Plan Amendment contains an analysis of the Levels of Service for all public facilities and services; identifies the timing of improvements to maintain Levels of Service established by the Comprehensive Plan; and estimates the cost of such improvements to the City and to the developer.

(C) In the case of a proposed Plan Amendment to the Future Land Use Map, the proposed Land Use Classification at the proposed location has been analyzed to identify adverse impacts to adjacent land uses, the character of the neighborhood, parking, or other matters affecting land use compatibility and the general welfare of the City. Said analysis must address land uses as they now exist, and as they may exist in the future, as a result of the implementation of the goals, objectives and policies of the Comprehensive Plan; and contains objectives and policies to mitigate or eliminate adverse impacts.

(D) The proposed Plan Amendment contains an analysis of community need for the development associated with the Amendment. The analysis is based on existing and proposed uses of a similar nature in the City, and an assessment of the need to provide or maintain a proper mix of uses both within the City of Bartow and also in the immediate area in Polk County or another municipality.

(1) The proposed Plan Amendment shall not result in either a detrimental over concentration of a particular use within the City or within the immediate area.

(2) The Plan Amendment contains sufficient proof to convince the Planning and Zoning Commission and the City Commission that the proposed Plan Amendment and Land Use Classification supplants the analysis that supported the establishment of the existing Land Use Classification.

The Planning and Zoning Commission may recommend approval of this application only when all of the standards listed above, including those required pursuant to Chapter 163, FS, are met.

Alternatively, the Commission may recommend denial of this application if any of the standards listed above, including those required pursuant to Section 163, FS, are not met.

It is staff's opinion that the standards to approve this application as requested by the applicant have been satisfied.

STAFF RECOMMENDATION

Staff recommends approval of Application #CPA-25-02-LS to amend the Future Land Use Map (FLUM) as described herein for the following reasons:

1. The request allows land uses that are compatible with existing/planned development in the area and allows for a reasonable use of the property;

2. The map amendment request is consistent with the City of Bartow's Comprehensive Policy Plan; and

3. The proposed amendment and subsequent site development will not degrade the Level of Service of the City's public facilities or services.

PLANNING AND ZONING COMMISSION RECOMMENDATION

At its meeting of October 27, 2025, the Planning and Zoning Commission voted to recommend denial of this application to the City Commission.

CITY COMMISSION FIRST READING AND TRANSMITTAL

At its regular meeting of November 17, 2025, and after conducting a public hearing, the City Commission voted to approve this application (e.g. Ordinance No. 2025-21) on first reading and authorized its transmittal to FloridaCommerce Division of Community Development.

AGENCY REVIEW AND CITY RESPONSE

Pursuant to Section 163.3184, Florida Statutes (F.S.), related to state coordinated review, the following agencies were provided the opportunity to review and provide comment on the proposed amendment. Agency comments are reflected below along with the appropriate City response.

FloridaCommerce: The Department reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), F.S., for compliance with Chapter 163, Part II, F.S. No objections or comments to the proposed amendment were identified.

City Response: Acknowledged.

Southwest Florida Water Management District: The District reviewed the proposed amendment and offered the following technical assistance comments for the City's consideration.

Regional Water Supply

Comment 1: Calculations were not provided indicating whether there is a net increase or decrease in potable water demand. If there is a net increase, a potable water analysis should be provided in accordance with Department of Economic Opportunity (DEO) guidelines (see page 4, item "B of DEO's publication entitled A Guide To The Data And Analysis To Support Comprehensive Plan Amendments).

City Response: The requested amendment is to change the land use from Clear Springs Planned Industrial to Clear Springs Planned Residential. The proposed Emilie West CPA will require 0.317 million gallons of potable water per day. It is not possible to calculate the difference between the two uses since a development plan is not in place for the industrial use. The City of Bartow water treatment plant is currently permitted with a plant capacity of 7.9 mgd. As of December 1, 2025, the 12-month average flow was 3.96 mgd with .567 mgd of reserved capacity based on the City's concurrency management tracking system. When the current average flow and reserved capacity is subtracted from the total plant capacity it leaves 3.372 mgd of remaining capacity to serve the increase associated with the Emilie West CPA.

Comment 2: Considering the site would allow additional residential development, the use of water conservation and reclaimed water (when available) should be maximized. Potential water conservation measures include, but are not limited to, *Florida Water Star* SM, *Florida-Friendly Landscaping* TM and distribution of water conservation literature to residents.

City Response: During subsequent site development and permitting processes future development will be required to comply with the City's policies and regulations regarding water conservation. These include policies in the comprehensive plan related to the use of high-efficiency, low-volume, plumbing fixtures; appliances and other indoor water use systems throughout the Clear Springs DSAP#1 area in a manner and to the extent determined by the City to comply with applicable City ordinances, and to be consistent with the target of 90 gallons per day per capita established for indoor water demand/conservation. Additionally, water conservation educational materials shall be distributed to all homeowners, other landowners, and businesses either through City water billing processes or through alternate means established at time of City development approvals. Other land development regulatory measures in place include: 1) Florida friendly landscape practices and irrigation system regulations that establish minimum standards for the development, installation, and maintenance of landscape areas without inhibiting creative landscape design, construction and management; and water conservation for landscape irrigation, irrigation system design; and 2) Installation standards, and efficient plumbing requirements that implement uniform procedures to promote water conservation through more efficient landscape irrigation and the installation of more efficient plumbing fixtures and appliances.

Floodplains and Flood prone Areas/Wetlands and Other Surface Waters

Comment 3: No Comments.

City Response: N/A

The City also acknowledges the comments provided regarding regulatory matters. These will be carefully considered as development of the subject property proceeds.

Florida Department of Transportation District 1: The District reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Florida Department of Environmental Protection: The Department reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Florida Department of State, Division of Historic Preservation: The Division reviewed the proposed amendment and noted that, according to the Florida Master Site File (FMSF), archaeological site 8PO00441 is located within the boundaries of the amendment location. This site was previously found eligible for listing in the National Register for Historic Places. Division

staff recommends that any future development plans should be sensitive to avoiding potential adverse impacts to 8PO00441 and any other resources.

City Response: Archaeological site 8PO00441 (Site Name "Bosco) was previously identified during the review and approval of the Clear Springs Conceptual Plan Overlay. It was tested and yielded an assemblage of chipped stone microtools, perforators, projectile points, and Weeden Island and St. John's Plain ceramics. The site was determined by the State Historic Preservation Office to be eligible for the National Register of Historic Places. Policies within the City's Comprehensive Plan Future Land Use Element, specific to areas within the Clear Springs Sector Plan area, require:

1. *All development projects proposed within an approved DSAP area be approved only upon submittal and review prior to construction of an inventory of wetlands; soils posing severe limitations to construction; unique habitat; endangered species of wildlife and plants; historic structures and/or sites; and areas prone to periodic flooding.*

2. *The Developer/Applicant shall complete a Historical and Archaeological survey deemed sufficient by the City and encompassing any area within DSAP#1 located north of S.R.60 proposed for development. Any historical resources discovered during the course of any such review shall be reported to the Department of State, and any recommendations received within the City's development review time frame shall be considered and addressed as the City determines appropriate during the local development review process.*

Florida Department of Education: The Department reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Polk County School Board: School Board staff reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Polk County Board of County Commissioners: Polk County Growth Management Department staff reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

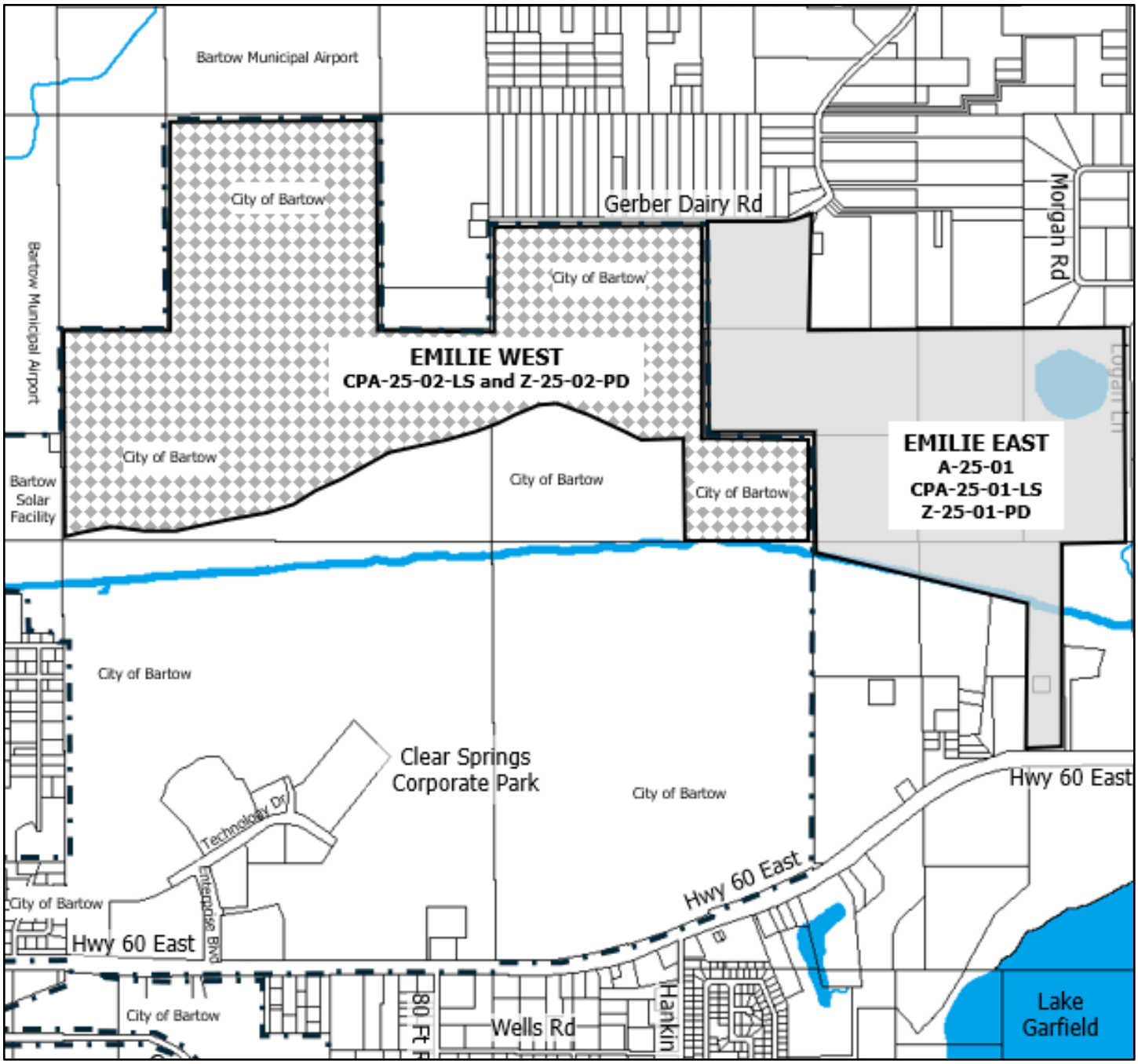
Central Florida Regional Planning Council: Council staff reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

CITY OF BARTOW REVISIONS

Even though Agency comments did not result in any changes to this application it is the City's intent to remain a partner with these agencies to ensure the best possible outcome for present and future generations.

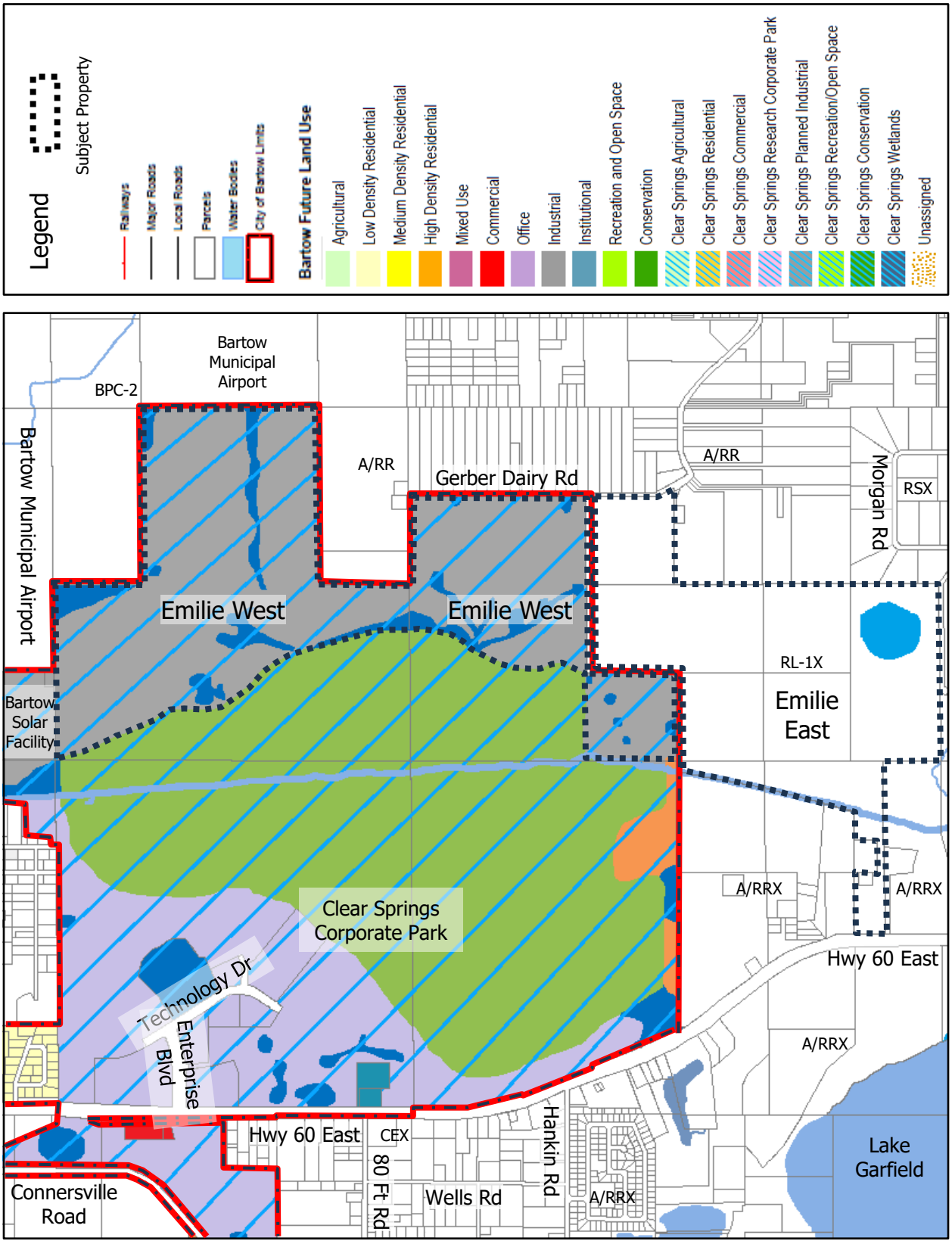
Location Map



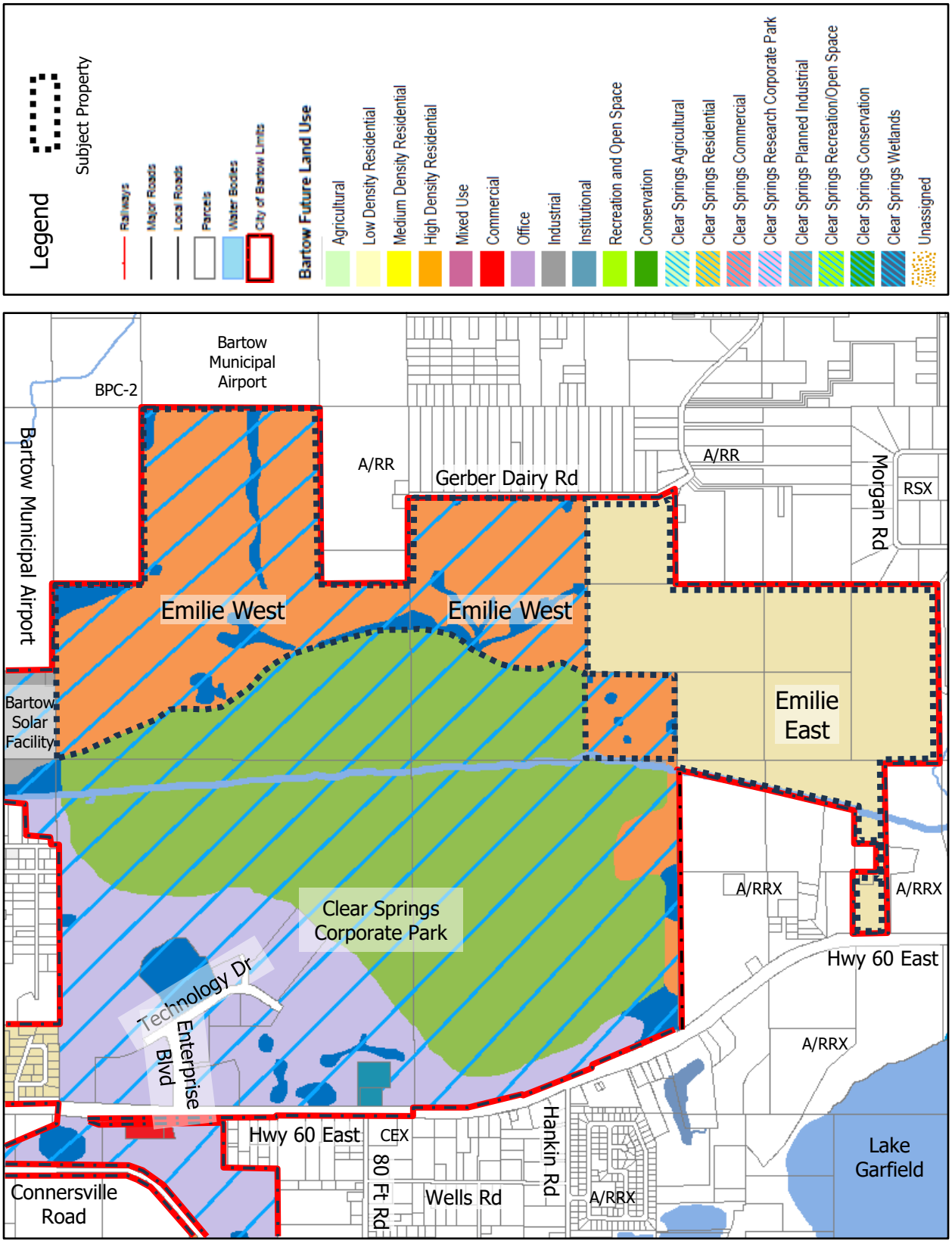
Bartow City Limits

NORTH

Attachment 1
Future Land Use Map
Existing



Attachment 2
Future Land Use Map
Proposed



CONCLUSIONS

A two-phase traffic impact study was conducted to analyze the impacts of the proposed Emilie West and Emilie East residential developments on surrounding roadway network and study intersections in Polk County. The assumed build-out year is 2032 for Emilie West (Phase 1) and 2036 for Emile East (Phase 2).

For each phase, background traffic and project traffic required improvements were identified. **Table 32** summarizes the background and project improvements for each phase. **Table 33** provides a consolidated summary of all transportation improvements through build-out. Based on the analyses conducted, it was concluded:

2024 Existing Traffic Conditions

All roadway segments and intersections within the traffic impact area operate at acceptable level-of-service (LOS) standards except for the following three (3) study intersections:

- SR 60/Walmart Driveway & Van Fleet Drive
- SR 60 & Connersville Road/91 Mine Road
- US 17 & 91 Mine Road /Griffin Road

2032 Background Traffic Conditions

All roadway segments and intersections within the traffic impact area are anticipated to operate at acceptable LOS standards except for six (6) study intersections. Intersection improvements were identified to correct these background traffic deficiencies. Transportation improvements required for 2032 background traffic conditions are summarized in **Table 32**.

2032 Phase 1 Total Conditions

Emilie West (Phase 1) residential development is expected to generate a total of 949 trips (598 Enter; 351 Exit) during the PM peak hour and a total of 648 trips (162 Enter; 486 Exit) during the AM peak hour.

With 2032 background improvements in place, and with the addition of 2032 Phase 1 project traffic, all roadway segments and intersections within the traffic impact area except for the following two (2) study intersections:

- SR 60 and Connersville Road/91 Mine Road
- SR 60 and Enterprise Boulevard

Transportation improvements required to correct 2032 Phase 1 project traffic deficiencies are summarized **Table 32**.

2036 Background Traffic Conditions

All roadway segments and intersections within the traffic impact area are anticipated to operate at acceptable LOS standards except for two (2) study intersections. Intersection improvements were identified to correct these background traffic deficiencies. Transportation improvements required for 2036 background traffic conditions are summarized in **Table 32**.

2036 Phase 2 Total Traffic Conditions

Emilie East (Phase 2) residential development is expected to generate a total of 902 trips (568 Enter; 334 Exit) in the PM and a total of 616 trips (154 Enter; 462 Exit) in the AM peak hour.

With 2036 background improvements in place, and with the addition of 2036 Phase 2 project traffic, the roadway segments and study intersections within the traffic impact area except for the following two (2) study intersections:

- SR 60 and Connersville Road/91 Mine Road
- 91 Mine Road & Gaskins Road

Transportation improvements required to correct 2036 Phase 2 project traffic deficiencies are summarized **Table 32**.

Site Access Analysis

A site access analysis was completed to determine turn lane requirements and traffic control operations at three (3) site access driveways. The following recommendations were made:

1. Enterprise Boulevard at SR 60
    a. Signalize the intersection in the 2032 Phase 1 total traffic conditions.
    b. Extend EBL turn lane to 1,030 feet total in the 2036 Phase 2 total traffic conditions.
    c. Extend SBL turn lane to 420 feet total in the 2036 Phase 2 total traffic conditions.
2. Emilie East RIRO access driveway at SR 60
    a. Provide 405-foot WBR turn lane in the 2036 Phase 2 total traffic conditions.
3. 91 Mine Road at Gaskins Road
    a. Signalize the intersection in the 2036 Phase 2 total traffic conditions.
    b. Provide 310-foot SBL turn lane in the 2036 Phase 2 total traffic conditions.
    c. Provide 255-foot WBL turn lane in the 2036 Phase 2 total traffic conditions.

Safety Analysis

A safety analysis was conducted to identify any observable crash patterns at the site access driveways / intersections. The crash rates at the three site access driveways are below the state average rates and no typical crash patterns were observed.

Table 32: Improvement Summary

Intersection	2032 Background	2032 Phase 1 Total	2036 Background	2036 Phase 2 Total
1: SR 60/Walmart Driveway & Van Fleet Dr	Add 3rd NBL turn lane; Add SBL turn lane; Add overlap to SBR; Modify NBL & SBL to protected only			
3: SR 60 & Flamingo Dr	Add 2nd NBR turn lane			
5: SR 60 & Connersville Rd/ 91 Mine Rd		Signalize; Modify EBL and WBL to protected only; Add overlap to SBR		Add SBR turn lane
6: SR 60 & Enterprise Blvd		Signalize		Extend EBL turn lane; Extend SBL turn lane
7: SR 60 & 80 Foot Rd	Optimize signal timing		Add NBL turn lane; Modify NB/SB to Split phase; Modify cycle length	
8: SR 60 & Emilie East access driveway				Add WBR turn lane
10: Rifle Range Rd & Bomber Rd	Add 2nd NBL turn lane; Add SBR turn lane; Modify NBL and SBL to protected only			
11: Rifle Range Rd & Eagle Lake Loop Rd	Add EBR turn lane and add overlap phase; Add WBR turn lane and add overlap phase			
13: 91 Mine Rd & Gaskins Rd				Signalize; Add SBL turn lane; Add WBL turn lane
14: US 17 & 91 Mine Rd/ Griffin Rd	Signalize; Modify EBL and WBL to protected only		Add NBL turn lane; Optimize signal timing	

Table 33: Summary of All Improvements through Build-Out

Intersection	Background Improvements (Not Project Related)	Project Improvements
1: SR 60/Walmart Driveway & Van Fleet Dr	Add 3rd NBL turn lane; Add SBL turn lane; Add overlap to SBR; Modify NBL & SBL to protected only	
3: SR 60 & Flamingo Dr	Add 2nd NBR turn lane	
5: SR 60 & Connersville Rd/ 91 Mine Rd		Signalize; Modify EBL and WBL to protected only; Add overlap to SBR; Add SBR turn lane
6: SR 60 & Enterprise Blvd		Signalize; Extend EBL turn lane; Extend SBL turn lane
7: SR 60 & 80 Foot Rd	Add NBL turn lane; Modify NB/SB to Split phase; Modify cycle length; Optimize signal timing	
8: SR 60 & Emilie East access driveway		Add WBR turn lane
10: Rifle Range Rd & Bomber Rd	Add 2nd NBL turn lane; Add SBR turn lane; Modify NBL and SBL to protected only	
11: Rifle Range Rd & Eagle Lake Loop Rd	Add EBR turn lane and add overlap phase; Add WBR turn lane and add overlap phase	
13: 91 Mine Rd & Gaskins Rd		Signalize; Add SBL turn lane; Add WBL turn lane
14: US 17 & 91 Mine Rd/ Griffin Rd	Signalize; Modify EBL and WBL to protected only; Add NBL turn lane; Optimize signal timing	

ORDINANCE NO. 2025-21

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF BARTOW, FLORIDA; SAID AMENDMENT BEING KNOWN AS "AMENDMENT NO. CPA-25-02-LS – EMILIE WEST"; SPECIFICALLY TO CHANGE THOSE PARCELS OF LAND OWNED BY CLEAR SPRINGS LAND COMPANY, LLC., FROM CLEAR SPRINGS PLANNED INDUSTRIAL TO CLEAR SPRINGS RESIDENTIAL; TRANSMITTING SAID AMENDMENT TO THE FLORIDACOMMERCE DIVISION OF COMMUNITY DEVELOPMENT FOR A FINDING OF COMPLIANCE; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE

WHEREAS, Chapter 163, Part II, Florida Statutes, the Community Planning Act, empowers and mandates the City of Bartow, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the City; and

WHEREAS, the Planning and Zoning Commission, sitting as the Local Planning Agency as designated by the City, considered this **Amendment #CPA-25-02-LS**, after conducting a duly advertised public meeting, to obtain public comment and consider all written and oral comments received during the public hearing, including support documents and recommends denial of the amendment; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the City Commission held meetings and hearings on **Amendment No. CPA-25-02-LS**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, in exercise of its authority the City Commission has determined it necessary to adopt this **Amendment No. CPA-25-02-LS** to the Comprehensive Plan, which map is marked as Attachment 1, Exhibit "A", and is included and made a part hereof, to insure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of Bartow; and

WHEREAS, in exercise of its authority the City Commission amends its Comprehensive Plan in the following specific manner:

1. The Future Land Use Map is amended to change those parcels of land, shown in Attachment 1, Exhibit "A", and described in Attachment 2, Exhibit "A", from Clear Springs Planned Industrial to Clear Springs Residential; and

WHEREAS, because this amendment affects more than ten (50) acres of land within the City of Bartow, the City Clerk caused to be published in a newspaper of general circulation in the City of Bartow of general interest and readership in the community and not one of limited subject matter, a notice of the public hearing when this proposed map amendment to the Comprehensive Plan would be considered by the City Commission on first reading, said notice in the form and manner required by Section 166.041, Florida Statutes, and being published at least seven (7) days before said public hearing.

WHEREAS, in accordance with the Coordinated State Review procedures required by Section 163.3184(4), the City of Bartow transmitted the proposed amendment and supporting data and analysis to the applicable review agencies.

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF BARTOW, FLORIDA:

Section 1. The Future Land Use Map of the Comprehensive Plan of the City of Bartow is hereby amended to add thereto map amendment, as shown in Attachment 1, Exhibit "A", which is attached and made a part hereof.

Section 2. Said Amendments affect the lands described in Attachment 2, Exhibit "A", which is attached and made a part hereof.

Section 3. Any scrivener's error created as a result of the passage of this ordinance may be corrected by City of Bartow staff, without further legislative action, so long as the intent of this ordinance is preserved, by filing a revised copy thereof with the City Clerk's office with the terms "Staff Revised" and the revision version number in the style of the ordinance.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. After passage on first reading, notice of the second reading and public hearing on the ordinance before the City Commission shall be published at least five (5) days before the hearing, and at least three copies of this Ordinance, in the form in which it has been passed on first reading, shall be made available for public inspection in the Office of the City Clerk of the City of Bartow for the entire period between readings.

Section 6. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Section 7. A copy of this enacting ordinance and City of Bartow Future Land Use Map and Comprehensive Plan shall be located in the Office of the City Clerk of Bartow. The City Clerk shall also make copies available to the public for a reasonable publication charge.

INTRODUCED AND PASSED on First Reading the ____ day of _____ , 2025.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the City Commission of Bartow, Florida, this _____ day of _____ , 2026.

ATTEST WITH SEAL:

By: _____

Jacqueline Poole, City Clerk

CITY OF BARTOW

By: _____

Tanya Tucker, Mayor

Approved as to correctness and form:

By: _____

Sean R. Parker, City Attorney

Approved as to substance:

By: _____

Mike Herr, City Manager

EXHIBIT "A"
ORDINANCE NO. 2025-21

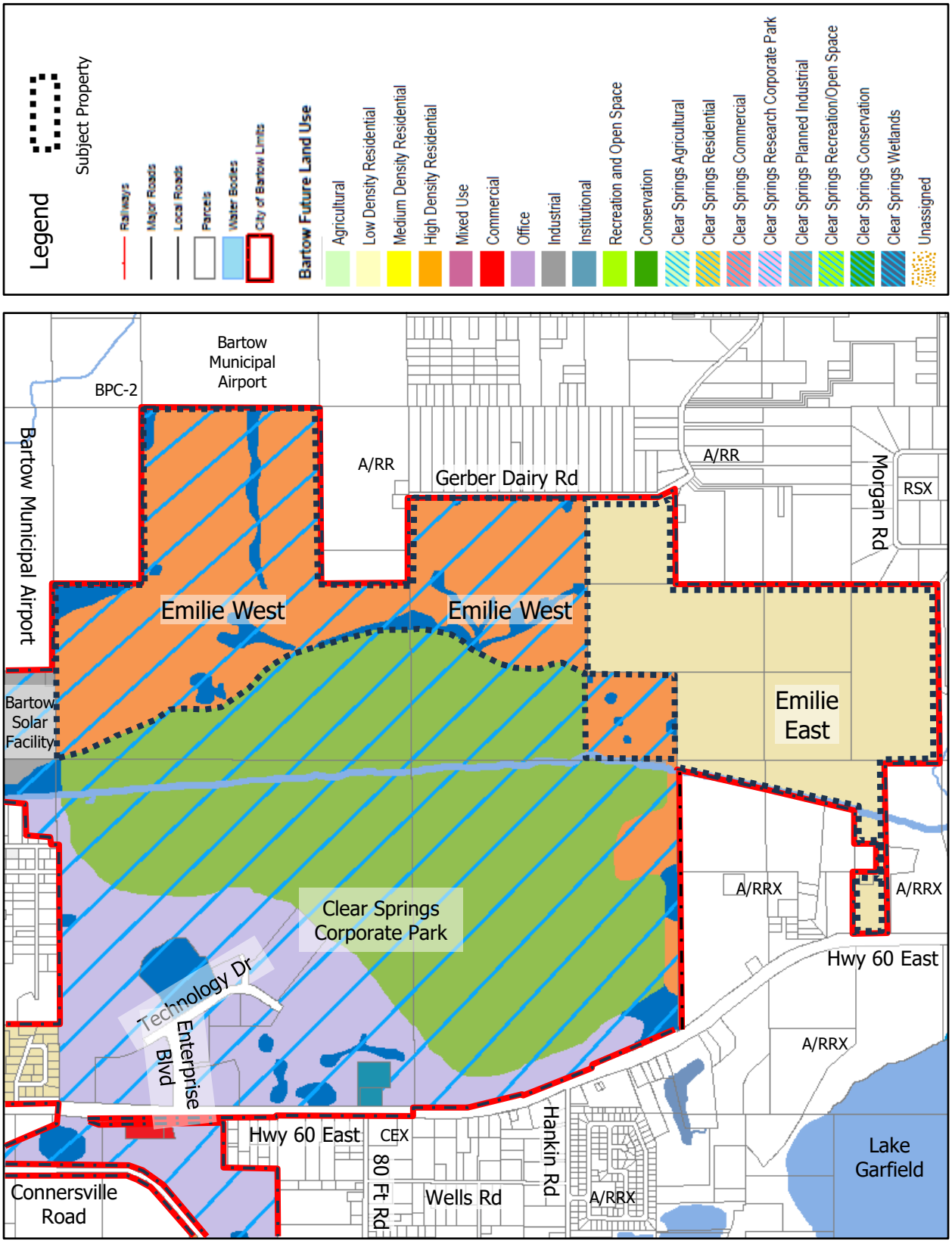
FUTURE LAND USE MAP AMENDMENT
AMENDMENT #CPA-25-02-LS

CLEAR SPRINGS LAND COMPANY, LLC
(AKA EMILIE WEST)

SOUTH OF GERBER DAIRY ROAD AND THE BARTOW EXECUTIVE AIRPORT; NORTH OF PEACE CREEK; AND 1,333' EAST OF THE TERMINUS OF GASKIN ROAD IN SECTION 25, TOWNSHIP 29S, RANGE 25E AND SECTION 30, TOWNSHIP 29S, RANGE 26E, POLK COUNTY, FLORIDA

BARTOW, FLORIDA

Attachment 1
Future Land Use Map



ATTACHMENT 2
Legal Description

THAT PART OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 25 EAST, AND THAT PART OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SW CORNER OF SAID SECTION 25, TOWNSHIP 29 SOUTH, RANGE 25 EAST; THENCE N00°30'19"W ALONG THE WEST BOUNDARY OF SECTION 25, A DISTANCE OF 2619.38 FEET TO THE NW CORNER OF THE SW 1/4; THENCE N89°53'31"E, ALONG THE NORTH BOUNDARY OF SAID SW 1/4 A DISTANCE OF 1326.76 FEET TO THE SW CORNER OF THE E 1/2 OF THE NW 1/4; THENCE N00°25'47"W, ALONG THE WEST BOUNDARY OF THE SAID E 1/2 OF THE NW 1/4 A DISTANCE OF 2644.38 FEET TO THE NW CORNER OF THE E 1/2 OF THE NW 1/4; THENCE N89°46'34"E, ALONG THE NORTH BOUNDARY OF THE SAID E 1/2 OF THE NW 1/4 A DISTANCE OF 1329.44 FEET TO THE NW CORNER OF THE W 1/2 OF THE NE 1/4; THENCE N89°45'08"E, ALONG THE NORTH BOUNDARY OF THE SAID W 1/2 OF THE NE 1/4 A DISTANCE OF 1331.00 FEET TO THE NE CORNER OF THE W 1/2 OF THE NE 1/4; THENCE S00°26'15"E, ALONG THE EAST BOUNDARY OF THE SAID W 1/2 OF THE NE 1/4 A DISTANCE OF 2650.32 FEET TO THE SW CORNER OF THE E 1/2 OF THE NE 1/4; THENCE N89°53'31"E, ALONG THE SOUTH BOUNDARY OF THE SAID E 1/2 OF THE NE 1/4 A DISTANCE OF 1334.06 FEET TO THE WEST BOUNDARY OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND TO THE SW CORNER OF THE S 1/2 OF THE NW 1/4 OF SAID SECTION 30; THENCE N00°30'12"W, ALONG THE WEST BOUNDARY OF THE SAID S 1/2 OF THE NW 1/4 A DISTANCE OF 1326.80 FEET TO THE NW CORNER OF THE S 3/4 OF THE W 1/2; THENCE N89°57'21"E, ALONG THE NORTH BOUNDARY OF THE SAID S 3/4 OF THE W 1/2 A DISTANCE OF 2651.27 FEET TO THE NE CORNER OF THE S 3/4 OF THE W 1/2; THENCE S00°24'19"E, ALONG THE EAST BOUNDARY OF THE SAID S 3/4 OF THE W 1/2 A DISTANCE OF 1328.17 FEET TO THE NE CORNER OF THE SW 1/4; THENCE S00°24'46"E, ALONG THE EAST BOUNDARY OF THE SAID S 3/4 OF THE W 1/2 A DISTANCE OF 1326.50 FEET; THENCE N 89°58'40" E, ALONG THE NORTH BOUNDARY OF THE SAID SW 1/4 OF THE SE 1/4 A DISTANCE OF 1,319.08 FEET TO THE NE CORNER OF THE SAID SW 1/4 OF THE SE 1/4; THENCE S 00°21'54" E, ALONG THE EAST BOUNDARY OF THE SAID SW 1/4 OF THE SE 1/4 A DISTANCE OF 1,326.40 FEET TO THE SE CORNER OF THE SAID SW 1/4 OF THE SE 1/4; THENCE S 89°58'26" W, ALONG THE SOUTH BOUNDARY OF THE SAID SW 1/4 OF THE SE 1/4 A DISTANCE OF 1,317.96 FEET TO THE SE CORNER OF THE SW 1/4; THENCE S 89°58'26" W, ALONG THE SOUTH BOUNDARY OF THE SAID SW 1/4 A DISTANCE OF 87.13 FEET; THENCE N 00°24'33" W, 1,344.05 FEET; THENCE S 90°00'00" W, 507.18 FEET; THENCE N 50°50'57" W, 1,041.61 FEET; THENCE N 85°36'54" W, 1,255.30 FEET TO THE WEST BOUNDARY OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST ALSO BEING THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 25 EAST; THENCE S 70°53'22" W, INTO SECTION 25 A DISTANCE OF 886.53 FEET; THENCE S 57°25'27" W, 2,162.52 FEET; THENCE S 63°59'10" W, 1,052.51 FEET; THENCE N 87°12'45" W, 1,109.06 FEET; THENCE S 70°11'56" W, 626.84 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE MAINTAINED RIGHT-OF-WAY FOR GERBER DAIRY ROAD AS RECORDED IN MAP BOOK, 8, PAGE 192 THROUGH 194.

Case #Z-25-02-PD / Emilie West PD
Planning Department Staff Report
P & Z Hearing Date: October 27, 2025
City Commission Dates: November 17, 2025 (1st Reading)
March 2, 2026 (2nd Reading/PH)

GENERAL INFORMATION

Request:	Review and recommendation to the City Commission of a request to assign a PD, Planned Development zoning classification to 556 (+/-) acres of land.
Owner:	Clear Springs Land Company, LLC
Applicant:	Bart Allen, Peterson & Myers, P.A.
Location:	South of Gerber Dairy Road and the Bartow Executive Airport; north of Peace Creek; and 1,333' east of the terminus of Gaskin Road in Section 25, Township 29S, Range 25E and Section 30, Township 29S, Range 26E, Polk County, Florida. *(See Location Map)*
Property Size:	556 acres (+/-) which includes two Polk County Property Appraiser tax parcels.
Existing Use:	The properties are currently undeveloped.
Adjacent Land Uses:	N: Bartow Executive Airport & Single Family Residences (PC) S: Undeveloped (COB) E: Single Family Residences & Undeveloped (PC) W: Bartow Executive Airport; Single Family Residences (PC) & Bartow Photovoltaic Facility (COB)
Future Land Use:	A Large Scale Comprehensive Plan amendment has been filed by the applicant and is being processed concurrent with this application. The amendment would amend the underlying Comprehensive Plan Future Land Use from Clear Springs Planned Industrial to Clear Springs Residential on the property. *(See Attachment 2)*
Adjacent FLUM Designations:	N: A/RR, Agriculture/Rural Residential; BPC-2, Business Park Center and RL-1X, Residential Low (PC) S: CS Conservation & CS Residential (COB) E: A/RR, Agriculture/Rural Residential & RL-1X, Residential Low (PC) W: A/RR, Agriculture/Rural Residential (PC) Clear Springs Planned Industrial (COB)

Existing Zoning: Unassigned *(See Attachment 3)*

Adjacent Zoning Classification:
N: A/RR, Agriculture/Rural Residential; BPC-2, Business Park Center and RL-1X, Residential Low (PC)
S: Unassigned (COB)
E: A/RR, Agriculture/Rural Residential & RL-1X, Residential Low (PC)
W: A/RR, Agriculture/Rural Residential (PC)
PD, Planned Development (COB)

Proposed Zoning: If the requested changes are approved by the City Commission the zoning classification for the parcel will be PD, Planned Development. *(See Attachment 4 and PD Land Use Plan)*

Proposed Land Use: The applicant represents a development interest that intends to construct a residential community consisting of approximately 1,151 residential dwelling units and ancillary support uses. This site is being planned as a part of a larger residential development, including both Emilie West (this application) and Emilie East (concurrent application to the east of this property). The Emilie East and West Master Development proposes approximately 2,245 residential dwellings.

ZONING DISTRICT SUMMARY

Purpose: The purpose and intent of the PD district is to provide for well-planned and orderly development in any area of the City. Pursuant to specific policies within the Future Land Use Element a PD classification is an appropriate zoning for this request.

The proposed PD includes several distinct land uses permitted within its boundaries. These include single family residential; multi-purpose trails/greenway corridors, and wetlands/ conservation; open space/recreation and amenity areas.

Single Family Residential Development: Within the proposed PD, a range of residential densities and related variety of single family residential housing types (e.g. unit and lot sizes) are being provided to meet various housing needs. Each residential unit type is identified within the proposed PD "Lot Development Standards" and is identified with an alphabetical letter on the Land Use Plan. Additionally, the Land Use Plan depicts residential lot standards, including lot widths, setbacks, lengths and unit mix. Minimum home sizes would range from 1,200 to 2,000 square feet.

The following table summarizes the residential unit types and totals within the PD:

Emilie West Residential Unit by Development Area							
Area	Lot Width	Front Setback	Side Setback	Rear Setback	Min. Lot Length	Building Height	Unit Mix
B	40′	20′/25′ [1]	5′	15′	130′	35′	Max 60%
E	50′	20′/25′ [1]	5′	15′	130′	35′	Max 80%
H	60′	20′	5′	15′	130′	35′	Min 10%
I	60′	20′	5′	15′	140′	35′	Min 10%
Notes: [1] Indicates a setback of 20 for living area and 25′ for garage structure							

Multi-Purpose Trails/Greenway Corridors: The proposed PD incorporates the proposed network of multi-purpose trails that are conceptually identified with the Clear Springs Sector Plan DSAP#1 area. The network of trails provided for within the proposed PD provides part of the infrastructure that will ensure that multi-modal transportation opportunities are part of this development plan.

A network of greenway corridors are also conceptually identified and incorporated into the proposed PD. These greenways are separate and distinct and allowed to be used to provide access to urban open space or other reserved open space areas. Greenways will be designed to provide vegetated buffer function and assist in providing connectivity between development parcels. They may also be used for picnic shelters, gazebos, trail head and other similar facilities and pedestrian-trails for recreational uses. The developer will also be evaluating site planning and design guideline characteristics from other jurisdictional agencies (e.g. FDOT, FDEP, FWC, etc.) to facilitate wildlife corridors and crossings in order to protect existing ecology, wildlife habitat, and natural resources within and adjacent to the project site.

Wetlands/Conservation; Open Space/Recreation; and Amenity Areas: These areas currently total 301.53 acres of the overall site. The preservation, alteration and other means by which these areas will be integrated into final design of development within the proposed PD has yet to be determined but may occur with greater flexibility than is otherwise the norm. For example, use of wetland systems for stormwater management, floodplain mitigation and other engineering or natural resource purposes may be appropriate.

SPECIAL INFORMATION

Environmental Analysis:

Terrain: The highest elevations are found in the north and west portions of the property with lower elevations towards the southern and northern boundaries. The low point of the project is north of the Peace Creek channel at elevation 100' MSL.

Vegetation and Plant Species: Pedestrian surveys of the subject property were conducted to qualitatively document the existing vegetation and to assess the present land use patterns according to the Florida Land Use, Cover and Forms Classification System, Department of Transportation (FLUCFCS; DOT).

Nine (9) land-use types were determined for the subject property. These include Improved Pasture (460.8 ac/86391%); Temperate Hardwoods (3.94 ac/0.74%); Streams and Waterways (16.73 ac/3.16%); Streams and Waterways, Upland Cut Ditch (6.47ac/1.22%); Wetland Forested Mixed (0.15ac/0.03%); Wetland Scrub (29.73 ac/5.61%); Vegetated Non-Forested Wetlands (6.15 ac/1.16%); Wet Prairie (5.07 ac/0.96%); and Intermittent Ponds (1.13 ac/0.21%).

Pursuant to a study conducted by Stillwater Environmental, Inc., and reviewed by Stantec Consulting Services, Inc. no threatened or endangered plant species exist on site.

Surface Water, Wetlands and Flood Plain: Forty (40) areas classified as wetland/surface waters occur on the subject property. The jurisdictional limits of the wetlands associated with the project site have been delineated by biologists with Stillwater Environmental, Inc. and will need to be approved by staff with the Southwest Florida Water Management District and possibly the ACOE. As part of the development and engineering process, these areas will be further defined and can later be established by plat, easement, or codified through a Comprehensive Plan Map Amendment to assure the Future Land Use Maps are accurate, if desired by the City.

Any proposed development in the future that would include impacting these wetlands will need to be accounted for in the Environmental Resource Permit (ERP) issued for this project with the Southwest Florida Water Management District, including both direct and secondary impacts.

The wetlands and floodplains shown are taken from publicly available GIS data and the elevation contours have not been formally established based on site specific data. There is a lengthy and detailed process with the regulatory agencies with authority and jurisdiction (FEMA, the Southwest Florida Water Management District, and the Army Corps of Engineers) that requires a significant amount of detailed engineering and environmental expertise in order to create the final delineation. These efforts are on-going and will include efforts relative to evaluating project design features. Therefore, it would be premature to designate these areas as a Conservation/Recreation and/or Open Space Future Land Use until the areas have been delineated and approved by regulatory agencies. The delineation of wetlands and floodplains will occur as part of the development and engineering process. The wetland and floodplain areas that are not mitigated in accordance with the allowances under Florida law can be designated by plat, easement or codified through a Comprehensive Plan Map Amendment to Conservation, Recreation and/or Open Space as part of and concurrent with such engineering and final site plan approval process and consistent with the rights granted in the DSAP #1.

Soil Types: Sixteen soil types lie within the project area. They are Pomona fine sand; Lynne sand; Samsula muck, frequently ponded, 0 - 1 percent slopes; Sparr sand, 0 - 5 percent slopes; Tavares fine sand, 0 - 5 percent slopes; Smyna and Myakka Fine Sands; Immokalee sand; Pomello fine sand; Ona-Ona, wet, fine sand, 0 - 2 percent slopes; Placid and Myakka Fine Sands, depressional; Lochloosa fine sand; Pompano fine sand; Adamsvile fine sand, 0 - 2 percent slopes; Kaliga muck, frequently ponded, 0 - 1 percent slopes; Archbold sand, 0 - 5 percent slopes; Winder fine sand, frequently ponded, 0 - 1 percent slopes.

Additional geotechnical work will have to be performed during subsequent site analysis to determine the suitability of each soil type for development activities.

Threatened and Endangered Animal Species: The U.S. Fish and Wildlife Service (USFWS) is the federal agency responsible for protecting the nation's fish and wildlife resources; USFWS has the responsibility for terrestrial and freshwater species. The Department of Commerce, National Marine Fisheries Service has the responsibility for marine and estuarine species. In Florida, approximately 60 species of animals and 65 species of plants are federally listed by the USFWS as threatened or endangered.

Pursuant to a study conducted by Stillwater Environmental, Inc., and reviewed by Stantec Consulting Services, Inc. the following was determined.

The Audubon Eagle Watch Nest Locator Map revealed no documented eagle nests within the Emilie West Subject Property. The nearest bald eagle nest No: PO209 located approximately 1.4 miles to the south, southeast of the subject area and the federally designated eagle nest protection zone of 660-feet does not overlap the subject area.

The Environmental analysis survey results were negative for sands skinks and blue-tailed mole skinks; a clearance letter is included within this application.

Gopher tortoises are listed as threatened by the FFWCC. At the time of the survey there were twenty-one (21) "potentially occupied" burrows located. Currently there are four (4) options to conduct activities that may adversely impact tortoises and they are as follows:

1. Avoid developing the areas occupied by the tortoises.
2. Avoid individual burrow entrances to ensure the protection of the burrow. A radius of 25' surrounding each burrow is required.
3. Capture and relocate each tortoise to a FFWCC Long Term Protected Recipient Site.
4. If ten (10) or fewer burrows are affected and some habitat will exist on the site following construction, tortoises may be captured and released back onto the site.

Based on the future plans for the subject property, Option No. 3 is the most viable option should any gopher tortoises be found. If some burrows are located prior to the initiation of any development activities, an application for a relocation permit will need to be prepared and submitted to the FFWCC. Once the permit has been issued and received, relocation efforts will be scheduled. The tortoises would then be excavated and relocated to a FFWCC Long Term Protected Recipient Site.

Transportation/Access:

Proposed access to the Emilie project includes two connections to Highway 60 E, utilizing two bridge crossings over the Peace Creek, and a connection to Gaskin Road. The eastern connection to Highway 60 E will be located approximately 3,700' west of Rifle Range Road and the western connection will be from an extension of Enterprise Boulevard located in the Clear Springs Corporate Park.

The proposed Planned Development zoning is supported by a Traffic Impact Study (TIS) prepared by Stantec Consulting Services Inc. The study identified the potential transportation impacts of the proposed Emilie West and Emilie East developments.

A two-phase traffic impact study was conducted to analyze the impacts of the proposed Emilie West and Emilie East residential developments on surrounding roadway network and study intersections in Polk County. The assumed build-out year is 2032 for Emilie West (Phase 1) and 2036 for Emile East (Phase 2). For each phase, background traffic and project traffic required improvements were identified.

Emilie West is being introduced as Phase 2A into the Clear Springs Detailed Area Sector Plan (DSAP) #1. Emilie East is proposed to be annexed into the City of Bartow but not into Clear Springs DSAP #1. Emilie West consists of approximately 556 acres, and Emilie East consists of approximately 369.3 acres. The property is less than 2 miles south of US Highway 17 and bounded by State Road 60 to the south.

The phasing schedule and land uses proposed for the entire Emilie development are as follows:

Development Project	Phase	Construction Start Year	Build-Out Year	Dwelling Units
Emilie West	1	2027	2032	1,151
Emilie East	2	2030	2036	1,094
Total				**2,245**

The TIS has been reviewed by representatives from the City of Bartow, Polk Transportation Planning Organization (TPO), Polk County, and Florida Department of Transportation (FDOT) District One.

Conclusions reached by the Emilie West and Emilie East Traffic Impact Study, Stantec, Revised March 2025 are attached consisting of Pages 87 - 90. Table 32 of the summarizes the background and project improvements for each phase. Table 33 provides a consolidated summary of all transportation improvements through build-out. *(See Attached Conclusion and Tables 32 & 33)*

The following transportation related improvements are attributed to the Emilie East and West development.

Intersection	2032 Phase 1 Project Improvements	2036 Phase 2 Project Improvements
SR 60 & Connersville Rd / 91 Mine Rd	Signalize; Modify EBL and WBL to protected only; Add overlap to SBR *	Add SBR turn lane
SR 60 & Enterprise Blvd	Signalize	Extend EBL turn lane; Extend SBL turn lane
SR 60 & Emilie East access Driveway		Add WBR turn lane
91 Mine Rd & Gaskins Rd		Signalize; Add SBL turn lane; Add WBL turn lane
* The identified improvements are included in the Florida Turnpike Polk Parkway Phase II extension project and implementation will be controlled by FDOT District 1.		

A complete copy of the TIS is located in the City Planning Office.

The Developer will be required to enter into a development agreement with the City of Bartow (and other jurisdictional agencies as applicable) to address the specific details of these transportation improvements. The development agreement shall be submitted for review concurrently with the first Preliminary Subdivision Plat and shall be approved prior to the issuance of the first Subdivision Construction Plan.

Utility Systems:

Water and Wastewater: The property is located in the City's utility service area. Potable water and wastewater services are currently available to the site and will be expanded and extended to the Emilie East portion of the master planned community. Capacity (both current and planned) exists in each system to accommodate the proposed development.

Design and permitting of the water and wastewater systems will occur during the Preliminary Subdivision Plat and Subdivision Construction Plan processes. This includes both onsite and offsite improvements. To ensure that systems are in place to support each phase of the project a development agreement shall be prepared by the developer and entered into with City of Bartow to address the specific details of potable water and sanitary sewer related improvements, including timing, location and type of off site system improvements.

Stormwater Management: Stormwater management facilities will be constructed concurrently with site development. These facilities will be constructed according to guidelines and standards established by federal, state and local agencies to include the Federal Emergency Management Agency, Southwest Florida Water Management District, Florida Department of Environmental Protect, Florida Department of Transportation, Polk County and the City of Bartow.

Solid Waste: Solid waste and recycling services will be provided by the City of Bartow. Adequate capacity currently exists at the Polk County Central Landfill to meet the needs of this proposed development in the future. The adopted level of service of 8.0 pounds per person per day will be maintained.

Electrical Distribution: The property is located in the City's electrical service area. Future development of the property will be required to connect to the system.

Site Development:

Design, Permitting and Density: In evaluating the proper zoning needed to develop the site it was determined that the PD zoning would be the most beneficial to both the developer and City of Bartow. The PD zoning is appropriate for this site since it promotes flexibility in development design and provides maximum opportunity for application of innovative concepts of site planning; reduces improvement and energy costs through a more efficient use of land design and smaller networks of utilities and streets than is possible through application of other zoning districts and subdivision requirements; lessens the burden of traffic conflict on streets and highways; and ensures that development will occur according to limitations of use, design, density, coverage and phasing stipulated on an approved Land Use Plan, Development Plan and associated conditions of approval.

Since the Emilie West project is located in CSSP DSAP #1 it is important to consider that all of the guiding principles and subsequent comprehensive plan policies will be part of the future development framework for the project. These are Group 1 Guiding Principles: Urban Form and Character; Group 2 Guiding Principles: Natural Resource Protection; and Group 3 Guiding Principles: Public Facilities/Resources.

Emergency Response:

Law Enforcement and Fire Protection will be provided by the City of Bartow Police and Fire Departments. Both agencies will be tasked with planning and budgeting for additional assets, for approval by the City Commission, to ensure satisfactory coverage is maintained in future years.

The developer has set aside a two and one half acre (2½) site at the western edge of the project for a future City of Bartow Fire Rescue Station. The infrastructure for the site will be incorporated into the engineering design of the project to include stormwater, potable water, sanitary sewer, and electrical services. The fire station itself will not be constructed during the early stages of project development. It will instead be programmed for a later stage of development as determined by City staff and approved by the City Commission.

Public Schools

Polk County School Board information was used during the development review of this project to determine student school assignment and impacts. For school assignment purposes the entire Emilie development is zoned for Wahneta, Eagle Lake and South Pointe Elementary Schools, Westwood and Bartow Middle Schools and Lake Region and Bartow Senior High schools. The entire development will produce an estimated 324 elementary, 187 middle and 263 high school students.

The applicant has received a non-binding determination of impacts from district staff which states there is available capacity at the zoned middle and high schools. It also states there is insufficient capacity at the zoned elementary schools; however, concurrency can still be achieved through adjacent zoned districts or other mitigation measures as provided in the approved Interlocal Agreement for Public School Facility Planning. No seats are being reserved for the proposed project. The developer will be required to apply for a school concurrency determination at the time they apply for concurrency with the City in order to receive a binding determination and pay school impact fees at the appropriate time.

Public Notice:

Public notice of the request was published in the local newspaper and posted on the City website and City Hall bulletin board. Forty-two property owners within a 500' notification radius were notified of the request.

IMPACT ANALYSIS

Land Use Compatibility:

The Emilie West Planned Development Land Use Plan will allow development that is compatible with the existing and future development in the area. Development of this site for single family residential use is compatible with the goals of the City of Bartow. The applicant has complied with the City's request to submit a PD zoning application to ensure that an effective planning and development process is put in place for the property.

Consistency w/ Comp Plan:

The Emilie West PD Land Use Plan is consistent with Goals, Objectives and Policies (GOP's) contained in the City of Bartow Comprehensive Plan. Specifically, the following:

Future Land Use Policy 1.1.3: Approval of development proposals will be conditioned on the availability of public facilities and services necessary to serve the proposed development and that the facilities meet the City's established level of service standards established within all elements of the City of Bartow Comprehensive Plan, including the level of service standards listed within the following elements: Infrastructure Element; Transportation Element; Capital Improvements Element; and Public School Facilities Element.

Future Land Use Policy 1.2.2: The City will encourage development in areas where public facilities and services are available or are projected to be available. High intensity, higher density uses will be encouraged where the greatest level of public facilities exist. Low density, low intensity development will be encouraged where low public facility capacities exist.

Future Land Use Policy 1.6.3: The City will require developers to obtain all required permits from the Florida Department of Environmental Protection (FDEP), the Southwest Florida Water Management District (SWFWMD), and the Polk County Health and Rehabilitative Services when a proposed development:

a. is located within the 100 year floodplain as delineated by the Federal Emergency Management Agency (FEMA);

b. contains jurisdictional wetlands designated by the FDEP and/or the SWFWMD, or wetland areas identified on National Wetlands Inventory maps completed by the U.S. Department of the Interior, Fish and Wildlife Service; or

c. contains soils rated as having "severe limitations" by the Polk County Soil Conservation Service. The City shall require evidence of appropriate permits from state or federal regulatory agencies prior to the issuance of a development permit

Future Land use Policy 1.7.2: Prior to the issuance of a development order, the City shall require developers to confirm that required utility services are available or will be available concurrent with the impacts of the development.

Future Land use Policy 3.1.10: In addition to the standards adopted within Policy 1.10.1 of this Element to discourage the proliferation of urban sprawl, the City's strategy to discourage urban sprawl shall be implemented in substantial part by the annexation of lands within the Clear Springs Sector Plan area, by adoption of the CSSP CPO and related DSAPs to encourage and regulate growth within this Sector Plan area consistent with the principles and guidelines enumerated in this Goal and related objectives and policies; thereby facilitating logical expansion of the City into an area immediately adjacent to the City boundaries as they existed prior to the annexation of the CSSP area.

Future Land use Policy 3.3.3: Suppress leapfrog expansion of the City of Bartow into areas of unincorporated Polk County more remote from the City's urban core than the CSSP area, and limit threats to agricultural and other rural activity to the south and east of the Bartow urban core, by allocating higher urban-level land uses on Map CPO – 10: Long Range Conceptual Land Use Map in areas that are generally more proximate to the urban core or to regionally significant public facilities such as the Bartow Municipal Airport and major arterial roadways.

Future Land use Policy 3.3.18: In lieu of the application of Policy 1.2.4 of this Element to the CSSP area, the City shall require that all development projects proposed within an approved DSAP within the CSSP area be approved only upon submittal and review prior to construction of an inventory of wetlands; soils posing severe limitations to construction; unique habitat; endangered species of wildlife and plants; historic structures and/or sites; and areas prone to periodic flooding. Development that would block or limit the flow of floodwaters downstream is prohibited within FEMA-mapped floodways, as may be modified by appropriate application to FEMA. During such pre-construction development review the City shall also determine the extent to which any development or redevelopment is proposed to be placed in/on, to disturb, or to alter the natural functions of any of these resources. This development review process shall provide the opportunity for the City to review the proposed project to ensure that direct and irreversible impacts on the identified resources are minimized, or in the extreme, mitigated. The City shall assure that the development has undergone review by the SWFWMD, FDEP and ACOE as required, and that an appropriate on-site or off-site mitigation plan for any wetland impacts has been prepared, consistent with the City's objectives relating to minimizing wetland impacts and sustaining the functions of environmentally sensitive lands.

Requirements for the mitigation for impacts of development upon wetlands within the CSSP area, including but not limited to those regarding setbacks and upland buffers, clustering to limit impacts, the extent and calculations for any on- or off-site mitigation for proposed wetland alteration; and avoiding impacts upon the Peace River and its related watercourses and wetlands that are functionally-related to such river and watercourses, may be adopted and applied at the time of approval of any CSSP DSAP, or at such later time as determined consistent with the City's development review process.

Notwithstanding other requirements applicable to the CSSP area, an upland buffer extending 50 feet from the wetland jurisdictional line and containing natural or other permitted vegetation shall be maintained along that portion of the Peace Creek located west of 91 Mine Road within the CSSP area. Maintenance of this buffer shall not preclude the development of a major roadway crossing of the Peace Creek within such area.

Future Land use Policy 3.2.23: Require that all DSAPs approved within the CSSP area conduct detailed analysis to identify regionally significant public facilities required to meet DSAP demands at adopted levels of service, including implementing and maintaining consistency with the Guiding Principles relating to "Public Facilities / Resources," adopted as Group 3 within Section 3.5.3 of the CSSP Conceptual Plan Overlay.

Housing Policy 1.4: The City will develop schedules to provide municipal services to those areas designated on the Future Land Use Map for residential development.

Housing Policy 1.9: The City will encourage mixed land uses and higher densities and intensities to promote energy efficient land use patterns and the reduction of infrastructure costs, vehicle miles traveled, and greenhouse gas emissions thereby promoting an affordable lifestyle and encouraging affordable housing.

Transportation Policy 1.4: The City shall continue to review all development proposals and require that such proposals contain sufficient information to determine their impacts on the adopted LOS standards.

Transportation Policy 2.2: The City will promote Planned Unit Developments and similar types of mixed use developments with multi-modal provisions.

Transportation Policy 2.3: The City will implement land use policies in support of increased transit, which includes encouraging mixed use developments and medium or higher residential densities within ¼ mile of any existing and planned transit route.

Transportation Policy 4.4: During the development review process, the City will coordinate with the FDOT and the TPO when reviewing development proposals within the City limits abutting a State or County roadway to ensure state and regional consistency.

Transportation Objective 7 - Access Management: The City of Bartow shall coordinate access point, median openings, and street intersection locations associated with adjacent existing and future development to promote a safe and orderly pattern of access and preserve the capacity of arterial and collector roads.

Transportation Objective 10: The City will encourage non-automotive mobility.

Infrastructure Policy 2.5: The extension of municipal sanitary sewer and potable water facilities beyond the City limits of Bartow shall be extended to those areas suitable for higher densities and intensities of use that are only contiguous to the City, and to discourage urban sprawl.

Infrastructure Policy 3.5: No development permit will be issued if it will result in the inability of the City to maintain the Levels of Service at or above the levels established in this plan.

Conservation Policy 3.1: The City shall designate on the Future Land Use Map as Conservation any native vegetative communities that are identified or annexed into the City limits; and shall classify them as "environmentally sensitive lands". Development shall be restricted and minimum setback criteria established and enforced.

Conservation Policy 4.4: The City shall continue to enforce its Land Development Regulations to provide for the protection of wildlife and wildlife habitat within the City boundaries. Identified species of wildlife and their habitats shall be protected from activities that would adversely affect their survival, or the survival of any endangered or threatened wildlife or species of special concern which may occur within the City. These protective measures may include, but are not limited to:

a. Requiring a developer to either restore disturbed wetlands to their original status or create new wetlands to mitigate the loss;
b. Requiring clustering of dwelling units away from sensitive ecological communities;
c. Discouraging the fragmentation of large vegetative community associations;
d. Requiring buffering of sensitive ecological areas; and
e. Providing for conservation easements. [9J-5.013(2)(c)(5),(6)]

Conservation Policy 6.4: The hydrologic functions of the 100-year floodplain shall be protected.

Conservation Policy 7.1: The City will encourage the acquisition or conservation of an interconnected network of open spaces, and natural areas. The network will provide for:

a. Protection of natural resources and wildlife habitat;
b. Habitat corridors through linked open spaces;
c. Protection of historic and cultural resources;
d. Recreational opportunities;
e. Community health benefits;
f. Economic development opportunities; and
g. Multi-use trails connecting population centers to natural areas.

Recreation Policy 4.1: The City shall promote the use of open space for protection of natural vegetation and for landscaping, buffering, or greenbelts.

Intergovernmental Coordination Objective 1: Coordination with other units of government, agencies, and special districts.

STAFF ANALYSIS

A request to amend the Comprehensive Plan Future Land Use designation for the Emilie West property from Clear Springs Industrial to Clear Springs Residential is being considered concurrent with this application. The proposed residential development is consistent and compatible with the immediate area and represents a continuation of the housing trends that are occurring within and adjacent to the City limits. The project is also consistent with the immediate area where adjacent single family home developments are located to north south and east.

The property owner submitted this request in order to facilitate the construction of a new residential community. Internal vehicular access will utilize a standard roadway width for the type of road proposed with a closed drainage system and bicycle/pedestrian (e.g. trails and/or sidewalks) on both sides. The internal bicycle/pedestrian system will connect with similar improvements in the Emilie East and Clear Springs Corporate Park development and with future

improvements along State Road 60. In accordance with the direction given by the City Commission the project incorporates the use of additional off-street visitor parking at a rate of 1 space per 8 lots for a total of 18 spaces. The location of these spaces are flexible with final placement to be determined during the Preliminary Subdivision Plan review and approval process. Subsequent development approvals (e.g. preliminary subdivision plat, civil construction plans and final plats) will further delineate current, established standards and identify internal lot sizes, roadway and pedestrian configuration, open space and recreation area uses, and landscaping/buffer standards.

Due to its proximity to the Bartow Executive Airport an Avigation Easement is necessary to ensure the unobstructed use of airspace and to mitigate noise and other impacts associated with aircraft flight operations. The easement is essential for maintaining the safety and efficiency of air traffic, as well as for protecting the rights of property owners in the project. This easement, in a form acceptable to the City of Bartow and Bartow Municipal Aviation Authority, will be recorded in the public records of Polk County, Florida, prior to approval of a Subdivision Construction Plan for Emilie East or West project. The form and contents shall be reviewed and approved concurrently with the first Preliminary Subdivision Plat submittal.

The proposed Emilie West PD represents the first and second phase of a four phased development. The timing of each phase is not controlled by the PD document but by the layout of master infrastructure including roads, utilities and shared improvements. Phasing and timing of infrastructure will be advanced in a parallel, but separate process to the PD approval and subsequent development permitting activities. As geotechnical studies; site, drainage and utilities engineering; and ongoing FDOT permitting activities proceed, these phasing and infrastructure plans will be finalized and included in appropriate development agreements.

The Planned Development zoning application was reviewed pursuant to the provisions of Sections 7.04.00 of the Unified Land Development Code (ULDC) and associated design standards. The Land Use Plan, as shown, is consistent with the City's standards. In reviewing and formulating its recommendation to the City Commission on this application, the Planning and Zoning Commission shall specifically consider and evaluate the proposed rezoning against the following standards.

A. Consistency with the Comprehensive Plan. The proposed rezoning is consistent with the goals of the City of Bartow Comprehensive Plan.

B. Concurrency Analysis. The proposed rezoning contains an analysis of the Levels of Service for all public facilities and services; identifies the timing of improvements to maintain Levels of Service established by the Comprehensive Plan; and estimates the cost of such improvements to the City and to the developer.

C. Impact Analysis. The proposed rezoning has been analyzed to identify future adverse impacts to adjacent land uses, the character of the neighborhood, parking, or other matters affecting land use compatibility and the general welfare of the City.

D. Zoning and Use of Nearby Property. An analysis of the range of development that will occur as a result of the rezoning, in comparison to the existing pattern of development, and the future pattern established by the Comprehensive Plan. Depending on the uses permitted in the proposed zoning district, inconsistency in the two patterns may be created.

E. Substantial Changes in Land Use Circumstances. Analysis of the effect of significant changes in land use in the vicinity of the proposed rezoning. Such changes are substantial if they include: widening of a street, expansion of existing permitted uses, the completion of a subdivision that was previously platted, the construction of a new public facility, such as a park, or any number of other examples. One such change may not be significant and may not justify the rezoning, but several would be and may justify rezoning to higher intensities.

F. Time Vacant. If the property (site) is vacant, an analysis of the length of the vacancy versus the present zoning classification is important. In particular, an analysis should have been done to compare the rate of land development in the vicinity of the property and the conversion of vacant land to development in the same zoning district in other parts of the City.

G. Effect on Property Values. An analysis of the effect of the proposed rezoning on property values.

The Planning and Zoning Commission may recommend approval of an application for a rezoning only when all of the following conditions are met.

A. The proposed rezoning is consistent with the City of Bartow Comprehensive Plan.

B. The proposed rezoning will not degrade the Level of Service of one or more public facilities and services or contains commitments to make improvements to maintain Levels of Service established by the Comprehensive Plan and does not increase the cost of improvements to be undertaken by the City as stated in the Capital Improvements Element.

C. The proposed rezoning and all permitted uses are compatible with development on surrounding property; or compatibility can be achieved by the imposition of conditions, buffers or limitations on the uses within the zone, which are specified in the Board's recommendation. By this analysis the Planning and Zoning Commission determines whether or not the proposed rezoning provides "appropriate use" of the property.

1. The request allows land uses that are compatible with existing/planned development in the area and allows for a reasonable use of the property;

2. The request is consistent with the City of Bartow’s Comprehensive Policy Plan; and

3. The proposed amendment and subsequent site development will not degrade the Level of Service for public facilities or services below acceptable standards.

The Planning and Zoning Commission may recommend denial of any application for a rezoning for one or more of the following reasons:

A. The proposed rezoning is inconsistent with the City of Bartow Comprehensive Plan.

B. The proposed rezoning will degrade the Level of Service of one of more public facilities and services and contains no commitment to undertake improvements to maintain acceptable Levels of Service.

C. The Public Welfare benefits in maintaining the present zoning classification are so great, that any hardship imposed on the property owner by denying the request for rezoning, is justified.

STAFF RECOMMENDATION

It is staff's opinion that the standards to approve this application as requested by the applicant have been satisfied subject to the following conditions:

1. Development shall conform to the Emilie West Planned Development Land Use Plan, dated "April 25, 2025", and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state, and local laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent the applicable laws, ordinances, and regulations are expressly waived or modified by these conditions, or by action approved by the City of Bartow.

2. The development shall obtain water, wastewater, solid waste and electrical services from the City of Bartow subject to applicable City rate resolutions and ordinances. Master water, wastewater, electrical distribution and stormwater plans, including preliminary calculations for specific phases based on the needs of the entire project shall be required to be submitted for review and approval concurrent with the first set of construction plan.

3. The developer shall evaluate site planning and design guideline characteristics from other jurisdictional agencies (e.g. FDOT, FDEP, FWC, etc.) to facilitate wildlife corridors and crossings in order to protect existing ecology, wildlife habitat, and natural resources within and adjacent to the project site

4. The road/rights-of-way within the individual areas of development will remain private since it will not contribute to the City's roadway network. The dedication language on the final plat shall contain necessary language to demonstrate compliance with this intent and a copy of the association/district documents addressing ownership and maintenance responsibilities shall be provided for review and approval by City staff.

5. An Avigation Easement, acceptable in form to the City of Bartow and Bartow Municipal Aviation Authority, shall be recorded in the public records of Polk County, Florida, prior to approval of a Subdivision Construction Plan for Emilie East or West project. The form and contents shall be reviewed and approved concurrently with the first Preliminary Subdivision Plat submittal.

6. The developer shall be responsible for all transportation improvements associated with the project's connection to State Road 60, Enterprise Boulevard; Gaskin Road, 91 Mine Road and any other road as may be the case. These improvements may include, but not be limited to dedication of additional road right of way, turn lanes, median improvements and traffic control devices. All such improvements shall be permitted through the appropriate jurisdictional agency prior to approval of site construction plans that rely on access to these roadways. The City of Bartow is not responsible for any of these costs.

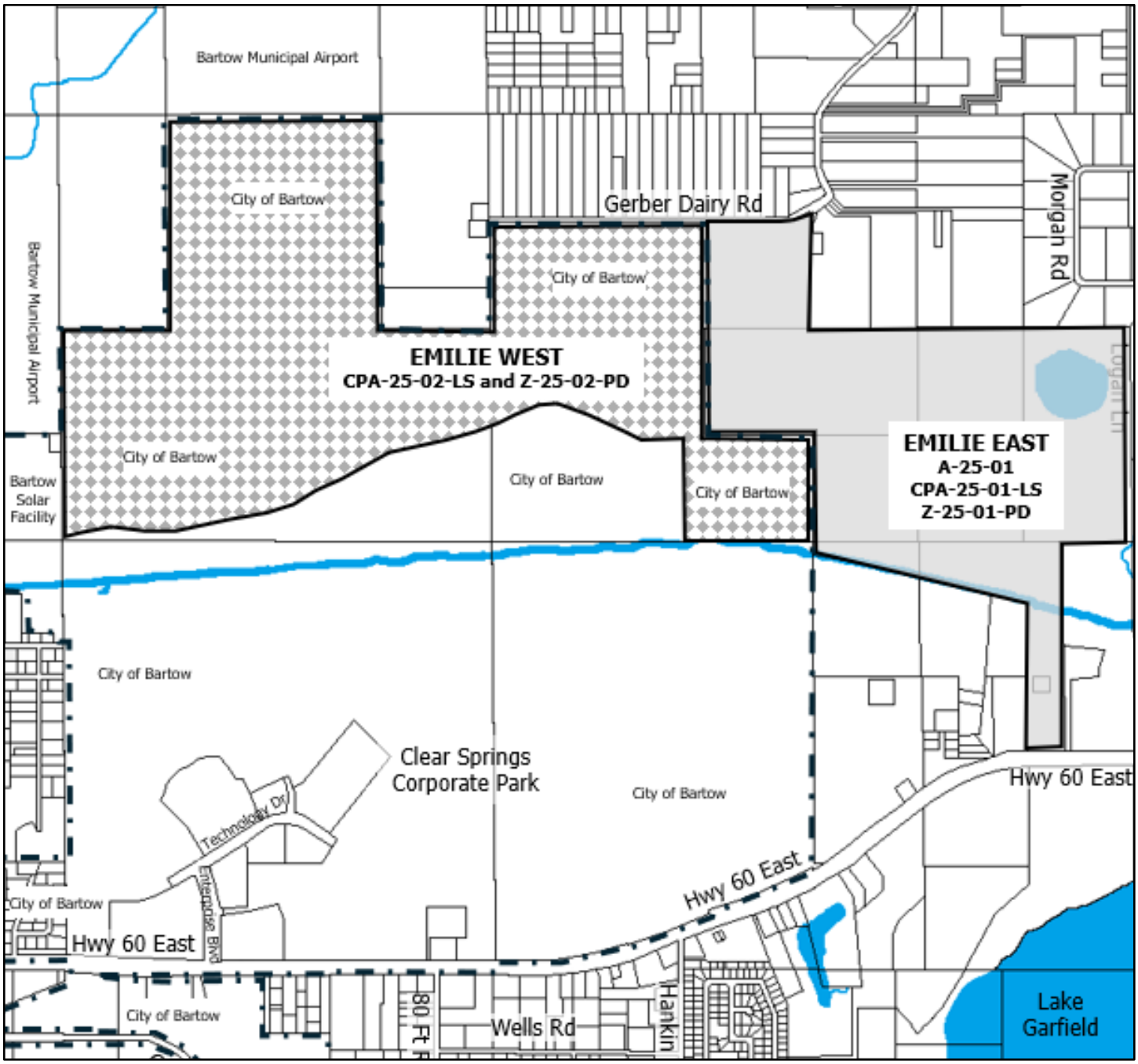
7. A development agreement shall be prepared by the developer and entered into with the City of Bartow (and other jurisdictional agencies as applicable) to address the specific details, including design, ownership and maintenance, of transportation related improvements identified in the Emilie West and Emilie East Traffic Impact Study, Stantec, Revised March 2025 that are attributed to this project. The development agreement shall be submitted for review concurrently with the first Preliminary Subdivision Plat and shall be approved prior to the issuance of the first Subdivision Construction Plan.

8. A development agreement shall be prepared by the developer and entered into with City of Bartow to address the specific details of potable water and sanitary sewer related improvements that are attributed to this project. The development agreement shall be submitted for review concurrently with the first Preliminary Subdivision Plat and shall be approved prior to the issuance of the first Subdivision Construction Plan.

PLANNING AND ZONING COMMISSION RECOMMENDATION

At its meeting of October 27, 2025, the Planning and Zoning Commission voted to recommend denial of this application to the City Commission.

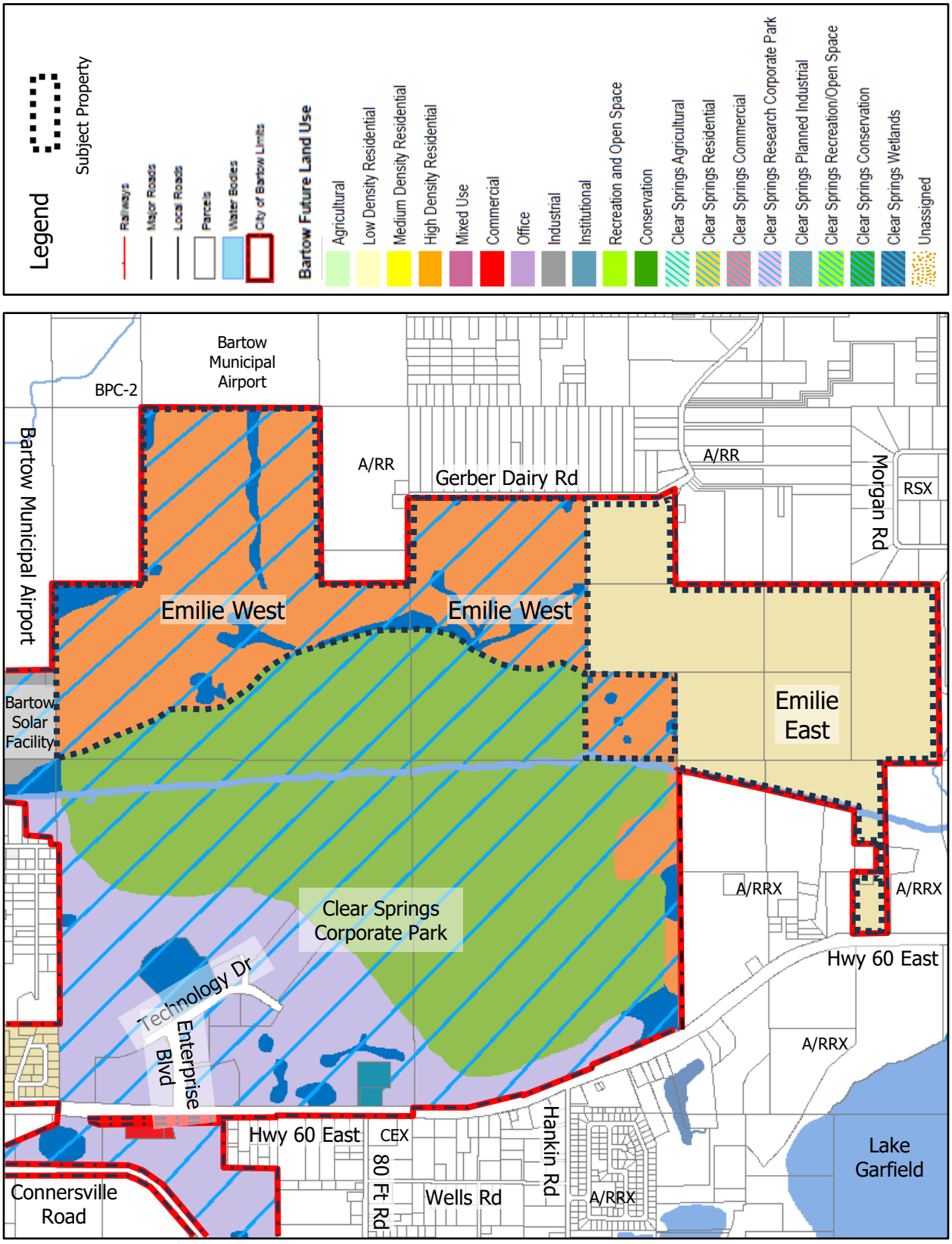
Location Map



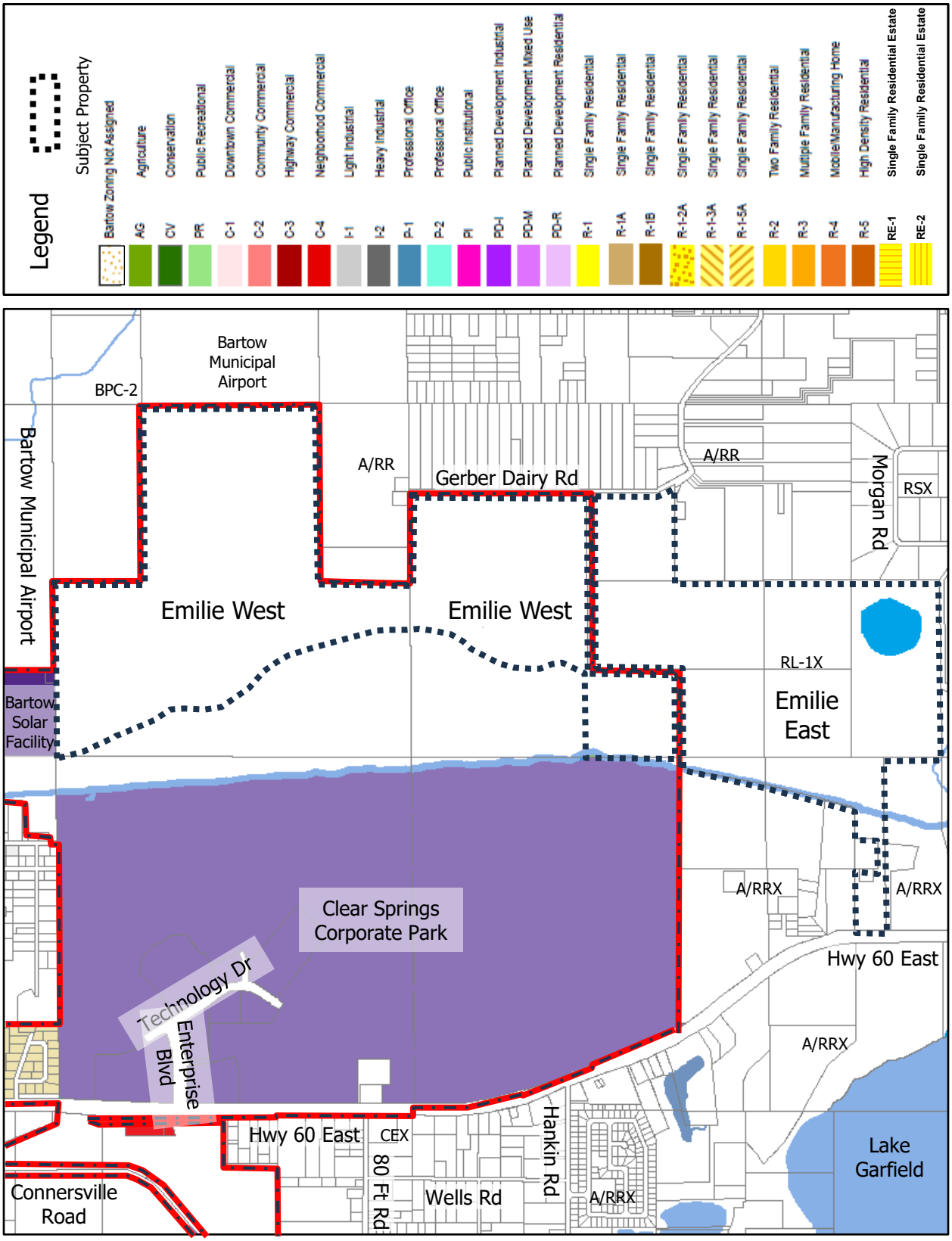
Bartow City Limits

NORTH

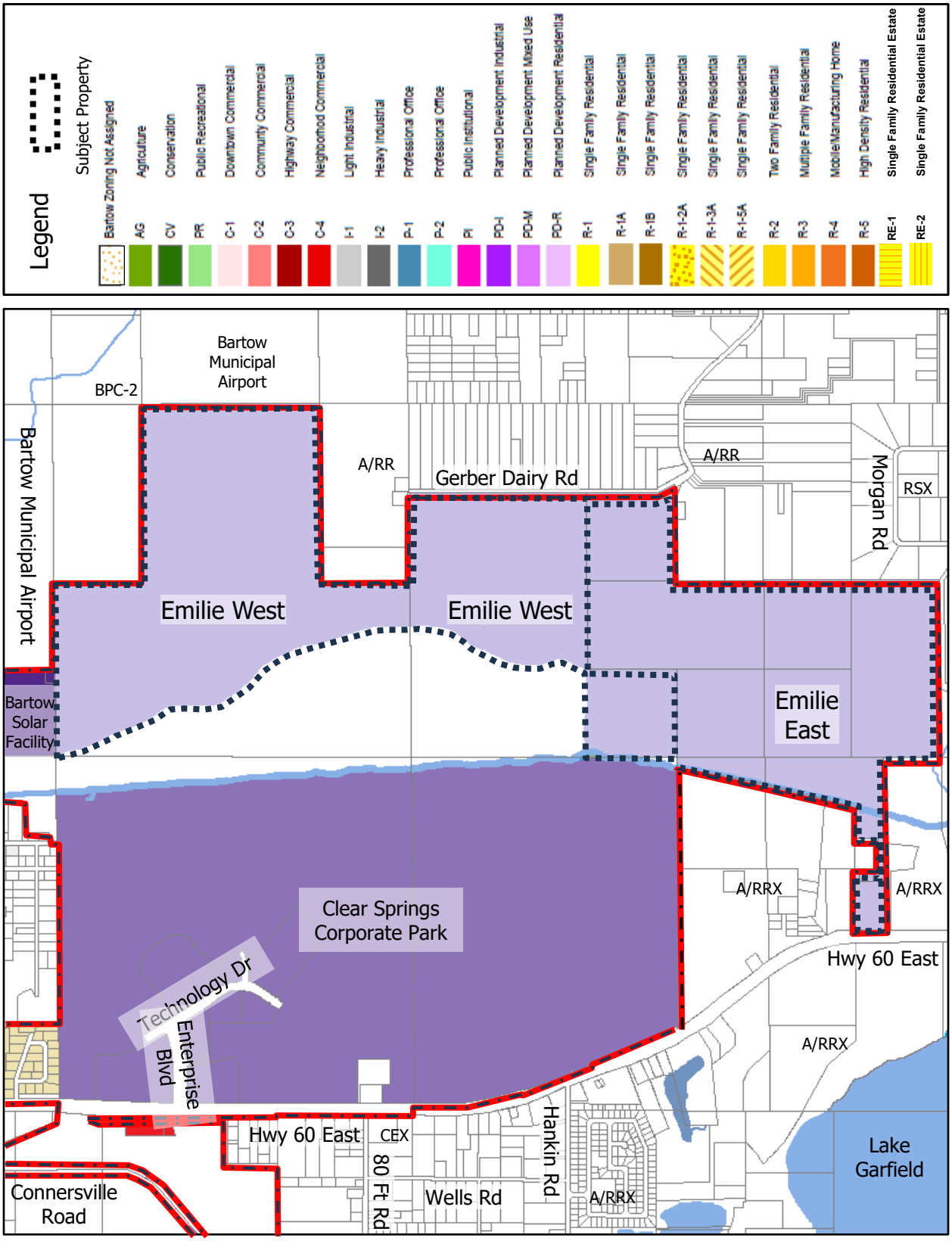
Attachment 2
Future Land Use Map
Proposed



Attachment 3
Zoning Map
Existing



Attachment 4
Zoning Map
Proposed



Emilie West Planned Development
Project Notes:

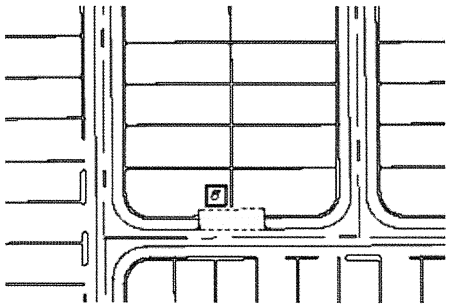
1. Project includes two parcels: PID 25-29-25-000000-013010 and 26-29-30-000000-024010.
2. The site lies within flood zones X, A, and AE, Flood Insurance Rate Map (firm) panel 12105C0520G, 12105C0510G, and 12105C0540G Polk County and incorporated areas. Any development within the floodplain shall provide compensation pursuant to FEMA requirements.
3. Maximum development amounts per the Site Project Data Table may not be exceeded without modification of this PD. However, the number of units identified per development parcel as shown on this LUP may be adjusted between development parcels without modification to this PD zoning, provided approved subdivision plats maintain residential lot type identified by development parcel.
4. Parks, recreational and municipal uses shall be allowed in all Development Areas, subject to the review and approval of design and locations by the City of Bartow during subsequent site development approval processes.
5. Uses permitted within the Development parcels A and B include single-family residential. Uses permitted within the Development parcels without modification to this PD shall include:
   a. Recreation / Open Space
   b. Amenity / Recreation Facilities
   c. Passive Recreation (e.g., trails)
   d. Active Recreation (e.g., golf courses)
   e. Floodplain / Wetland Mitigation.

   Interim Agriculture / Agricultural uses shall be permitted.
6. Internal roadway alignments and site access points are conceptual. Specific location of rights-of-way will be determined through the approval of preliminary site plans and accompanying construction plans.
7. The internal roadways and access connections, including trails, shall be developed consistent with the conceptual roadway network as depicted on the LUP, such conceptual roadway network being consistent with the network depicted on DSAP Map 1-2 as "Proposed Roads" and "Bicycle / Pedestrian Trails" as depicted on DSAP Map 1-11. Precise alignment of major roads and trails shall be determined upon further detailed site design and related City approvals.
8. Development within the PD area will generally follow the Conceptual Utility Plan and the Conceptual Phasing Plan. Further coordination with the appropriate regulatory bodies will be required throughout implementation of each development phase's permitting process.
9. All project external access points on Polk County and FDOT roads shall be subject to Polk County and FDOT requirements.
10. All utilities shall be placed below ground except where connecting to existing above ground utilities.
11. The construction and location of any proposed wetland/other surface water impacts and mitigation plan shall be reviewed and permitted through the Southwest Florida Water Management District. Wetland buffers shall be consistent with Policy 3.3.18 of the City's Comprehensive Plan Future Land Use Element.

    Wetlands and floodplains are subject to FEMA, the Southwest Florida Water Management District, and the Army Corps of Engineers approval and delineation. If impacts are made to wetlands/floodplains, appropriate mitigation shall occur.
12. Landscape and site buffering features:
    a. Screening and buffering will be provided in accordance with the City of Bartow Unified Land Development Code. Detailed landscape plans shall be reviewed and approved by the City of Bartow during subsequent site development approval processes.
    b. Street Trees - The project shall provide 1 tree per single family detached lot. Corner lots shall include a minimum of two street trees, one per each roadway frontage.
    c. Perimeter landscape buffers abutting property lines shall be a minimum of 25 ft wide. The buffer shall be landscaped to provide a solid screen, such as a wall or hedge, berm or combination of all three at a minimum of six (6) feet in height. One (1) canopy tree shall be provided for every fifty (50) feet of buffer length. Typical design shall be reviewed and approved during subsequent site development and subdivision review and approval processes.
    d. Fences and/or privacy walls, a maximum of 6 ft in height, may be constructed along the perimeter project boundary and adjacent to internal spine roads. Chain link fences shall be prohibited as a perimeter development buffer.
    e. The project shall retain, to the extent possible and where appropriate, natural features on the external perimeter boundary for use in landscape buffers and to limit the external exposure to the development. Where those features exist, they may be deemed to meet the landscape buffer requirement.

ADDITIONAL PARKING

Additional parking visitor lots are to be provided throughout site; no on-street parking in front of homes; parking not less than 1 space per 8 lots, (established with the preliminary site plan for each section of development.)



SOIL MAP

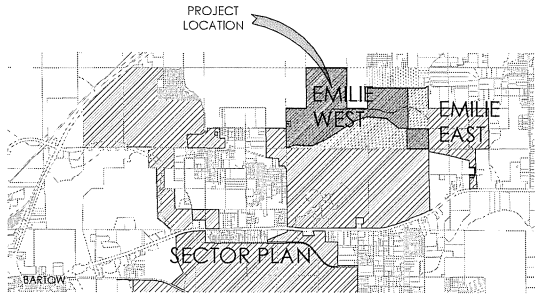
NOT TO SCALE

Legend

Emilie West Parcels (± 530.18 ac)

Polk County Soils

- 7 - Pomona fine sand (11.74 ac/2.21%)
- 9 - Lynne sand (23.03 ac/4.34%)
- 13 - Samsula muck, frequently ponded, 0 to 1 percent slopes (14.37 ac/2.71%)
- 14 - Spar sand, 0 to 5 percent slopes (27.02 ac/5.10%)
- 15 - Tavares fine sand, 0 to 5 percent slopes (23.22 ac/4.38%)
- 17 - Smyrna and Myakka fine sands (249.50 ac/47.07%)
- 21 - Immokalee sand (8.46 ac/1.76%)
- 22 - Pomello fine sand (61.87 ac/11.69%)
- 23 - Ona-Ona, wet, fine sand, 0 to 2 percent slopes (6.06 ac/1.31%)
- 25 - Placid and Myakka fine sands, depressional (6.58 ac/1.24%)
- 26 - Lochloosa fine sand (28.55 ac/5.39%)
- 30 - Pompano fine sand (14.07 ac/2.65%)
- 31 - Adamsville fine sand, 0 to 2 percent slopes (22.07 ac/4.26%)
- 32 - Kaliga muck, frequently ponded, 0 to 1 percent slopes (2.00 ac/0.38%)
- 83 - Archbold sand, 0 to 5 percent slopes (27.56 ac/5.20%)
- 85 - Winder fine sand, frequently ponded, 0 to 1 percent slopes (1.48 ac/0.28%)



PROJECT LOCATION MAP

NOT TO SCALE

ENTITLEMENT SUMMARY

Site Project Data Table - Emilie West Planned Development		
Acreage	± 556 Acres	
Existing/Proposed Future Land Use Desgination	CS RES/CONSERVATION	
Existing/Proposed Zoning	UNASSIGNED	Planned Development
Gross Residential Density	2.4 DU/GA	
Net Residential Density	1.5 DU/NET	
Acreage of Wetlands (Conservation Areas)	± 59.98 Acres	
Maximum Units	1,151 Units	
Maximum Height	35'	
General Land Use	**Estimated Acreage**	**Development**
Residential: Single Family Detached	± 254.47 Acres	1,151 Units
Amenity	± 5.66 Acres	
Open Space / Recreation (including stormwater)	± 235.89 Acres	
Conservation / Wetlands	± 59.98 Acres	Pending JD approval and alteration during permitting
Total Emilie West (Entire PD):	**556 Acres**	
Note: Development amounts per the Site Project Data Table may not be exceeded without modification of this PD. However, the number and types of units identified per development parcel as shown on this LUP may be adjusted between development parcels without modification to this PD zoning. The exact acreage of each use are subject to approvals by SWFWMD, FEMA, Army Corp of Engineers, and the City of Bartow during subsequent site development approval processes.		

LOT DEVELOPMENT STANDARDS

Lot Type	Lot Width	Front Setback	Side Setback	Rear Setback	Min Lot Length	Unit Mix
A	40'	20'/25'*	5'	15'	110'	MAX 60%
B	40'	20'/25'*	5'	15'	130'	
D	50'	20'/25'*	5'	15'	120'	MAX 80%
E	50'	20'/25'*	5'	15'	130'	
H	60'	20'	5'	15'	130'	MIN 10%
I	60'	20'	5'	15'	140'	

*Main building façade – 20' front setback; garage – 25' front setback (only for 40'-50' lots)

Stantec

Stantec Consulting Services Inc
777 Harbour Island Blvd, Suite 600
Tampa, Florida 33602 U.S.A.

Phone: 813.223.9500
Fax: 813.223.0009
www.stantec.com

CLIENT
CBD LAND INVESTORS, LLC

EMILIE WEST DEVELOPMENT
BARTOW, FLORIDA

KEY/LEGEND

PLANNED DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

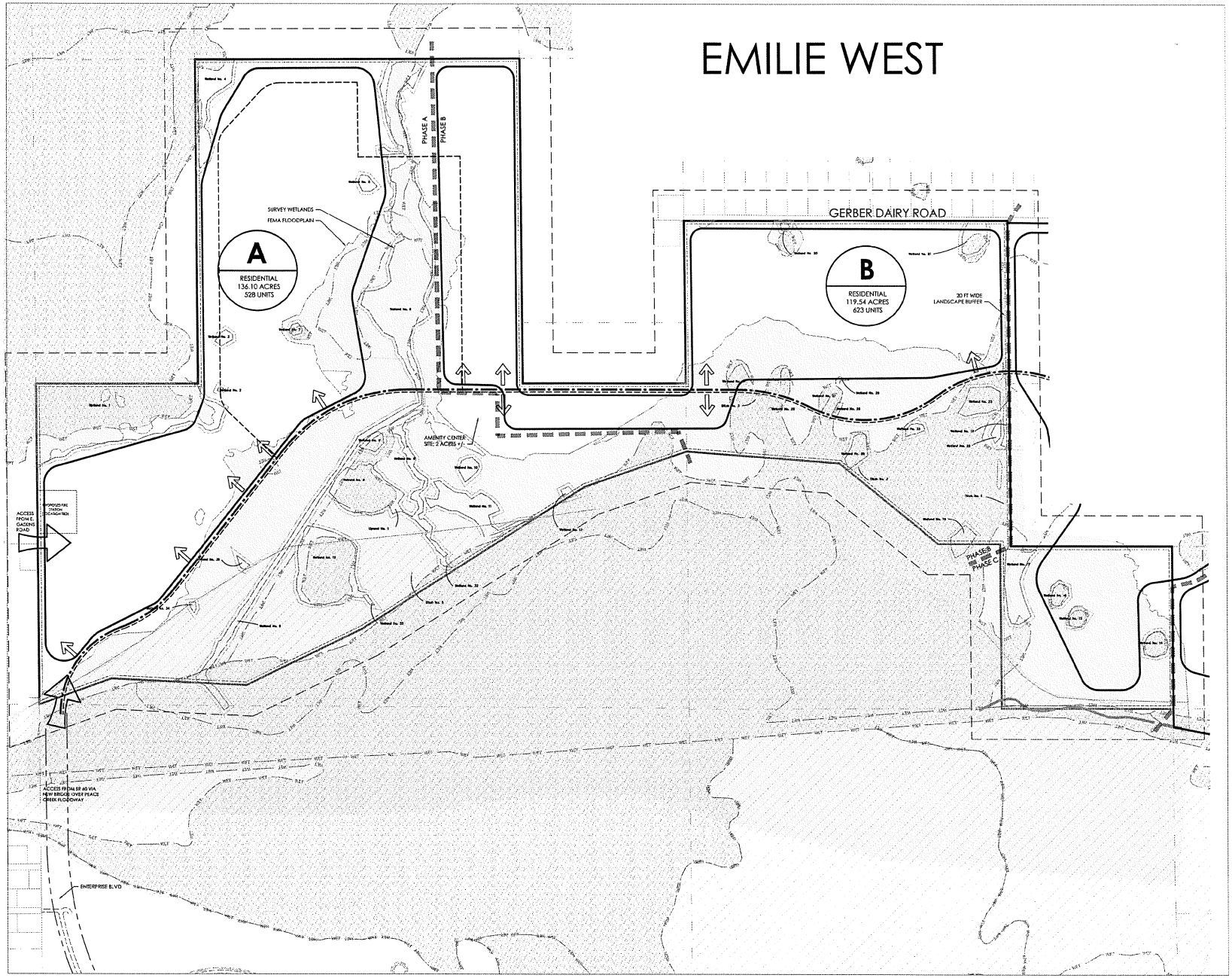
N

0 500' 1000'

DATE: October 14, 2025
EMPLOYEE: SEF/EH
PROJECT #: 238201985

W-PD01

EMILIE WEST



Stantec

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Phone: 813.223.9500
Fax: 813.223.0009
www.stantec.com

CLIENT
CBD LAND INVESTORS, LLC

EMILIE WEST DEVELOPMENT
BARTOW, FLORIDA

KEY/LEGEND

- PROPERTY BOUNDARY
- 250' BUFFER OF PROPERTY BOUNDARY
- 30' LANDSCAPE BUFFER
- PROPOSED TRAILS
- INTERNAL ROADWAY (TYPE A)
- INTERNAL ACCESS TO RESIDENTIAL
- WETLANDS
- FEMA FLOODPLAIN
- FEMA FLOODWAY
- EXTERNAL ACCESS
- ACCESS FROM EMILIE EAST

PLANNED DEVELOPMENT PLAN

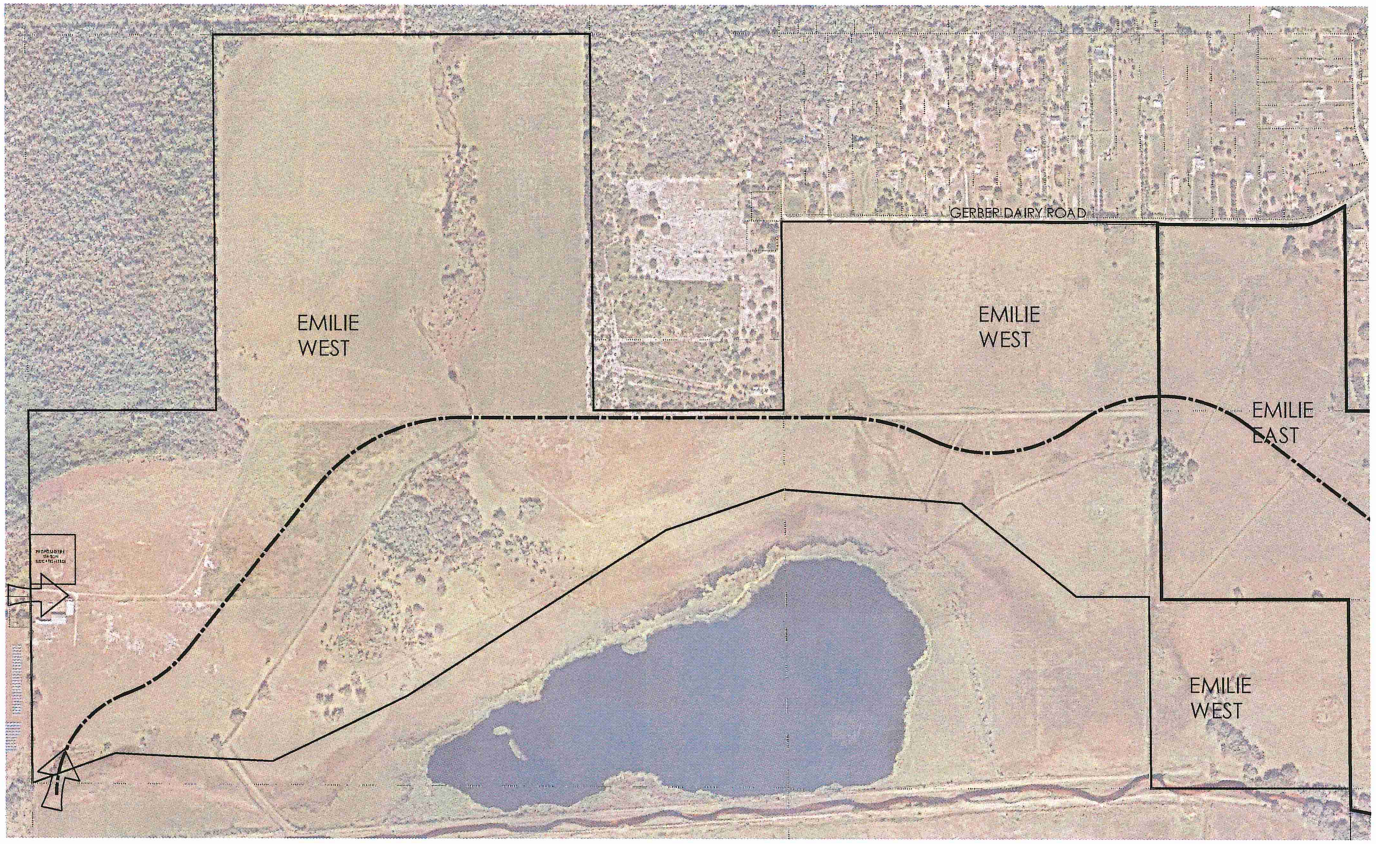
PRELIMINARY PLAN
NOT FOR CONSTRUCTION

N

0 300' 600'

DATE: October 14, 2025
EMPLOYEE: SEF/EH
PROJECT #: 238201985

W-PD02



LEGAL DESCRIPTION EMILIE WEST

DESCRIPTION:

That Part of Section 25, Township 29 South, Range 25 East, and that part of Section 30, Township 29 South, Range 26 East, Polk County, Florida being described as follows:

Begin at the SW corner of said Section 25, Township 29 South, Range 25 East; thence N00°30'19"W along the West boundary of Section 25, a distance of 2619.38 feet to the NW corner of the SW 1/4; thence N89°53'31"E, along the North boundary of said SW 1/4 a distance of 1326.76 feet to the SW corner of the E 1/2 of the NW 1/4; thence N00°25'47"W, along the West boundary of the said E 1/2 of the NW 1/4 a distance of 2644.38 feet to the NW corner of the E 1/2 of the NW 1/4; thence N89°46'34"E, along the North boundary of the said E 1/2 of the NW 1/4 a distance of 1329.44 feet to the NW corner of the W 1/2 of the NE 1/4; thence N89°45'08"E, along the North boundary of the said W 1/2 of the NE 1/4 a distance of 1331.00 feet to the NE corner of the W 1/2 of the NE 1/4; thence S00°26'15"E, along the East boundary of the said W 1/2 of the NE 1/4 a distance of 2650.32 feet to the SW corner of the E 1/2 of the NE 1/4; thence N89°53'31"E, along the South boundary of the said E 1/2 of the NE 1/4 a distance of 1334.06 feet to the west boundary of Section 30, Township 29 South, Range 26 East and to the SW corner of the S 1/2 of the NW 1/4 of said Section 30; thence N00°30'12"W, along the West boundary of the said S 1/2 of the NW 1/4 a distance of 1326.80 feet to the NW corner of the S 3/4 of the W 1/2; thence N89°57'21"E, along the North boundary of the said S 3/4 of the W 1/2 a distance of 2651.27 feet to the NE corner of the S 3/4 of the W 1/2; thence S00°24'19"E, along the East boundary of the said S 3/4 of the W 1/2 a distance of 1328.17 feet to the NE corner of the SW 1/4; thence S00°24'46"E, along the East boundary of the said S 3/4 of the W 1/2 a distance of 1326.50 feet; thence N 89°58'40" E, along the North boundary of the said SW 1/4 of the SE 1/4 a distance of 1,319.08 feet to the NE corner of the said SW 1/4 of the SE 1/4; thence S 00°21'54" E, along the East boundary of the said SW 1/4 of the SE 1/4 a distance of 1,326.40 feet to the SE corner of the said SW 1/4 of the SE 1/4; thence S 89°58'26" W, along the South boundary of the said SW 1/4 of the SE 1/4 a distance of 1,317.96 feet to the SE corner of the SW 1/4; thence S 89°58'26" W, along the South boundary of the said SW 1/4 a distance of 87.13 feet; thence N 00°24'33" W, 1,344.05 feet; thence S 90°00'00" W, 507.18 feet; thence N 50°50'57" W, 1,041.61 feet; thence N 85°36'54" W, 1,255.30 feet to the West boundary of Section 30, Township 29 South, Range 26 East also being the East boundary of Section 25, Township 29 South, Range 25 East; thence S 70°53'22" W, into Section 25 a distance of 886.53 feet; thence S 57°25'27" W, 2,162.52 feet; thence S 63°59'10" W, 1,052.51 feet; thence N 87°12'45" W, 1,109.06 feet; thence S 70°11'56" W, 626.84 feet to the POINT OF BEGINNING.

Subject to the maintained Right-of-Way for Gerber Dairy Road as recorded in Map Book, 8, Page 192 through 194.

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CLIENT
CBD LAND INVESTORS, LLC

EMILIE WEST DEVELOPMENT
BARTOW, FLORIDA

KEY/LEGEND

PLANNED DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

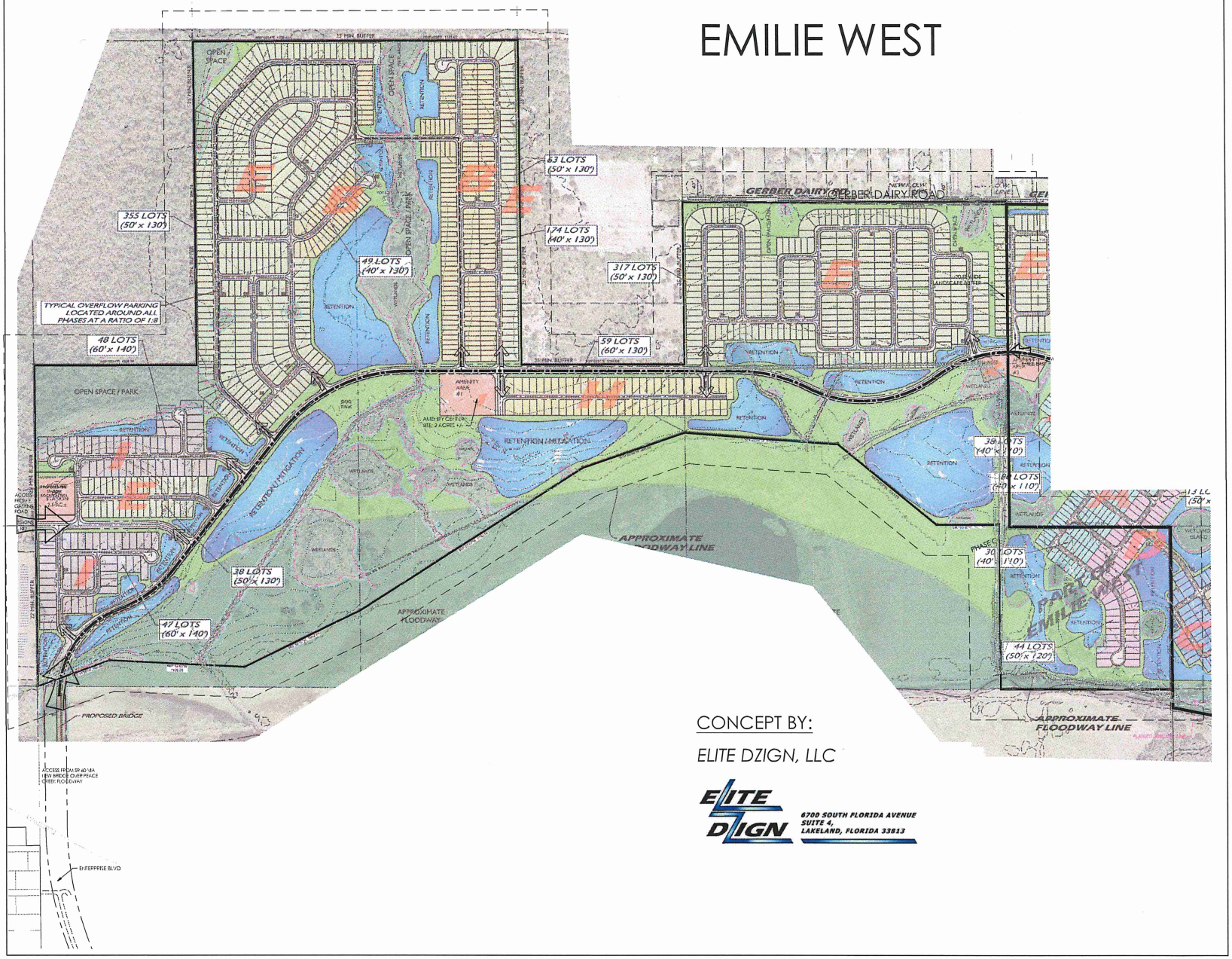
N

0 500' 1000'

DATE: October 14, 2025
EMPLOYEE: SEF/EH
PROJECT #: 238201985

W-PD03

EMILIE WEST



CONCEPT BY:

ELITE DZIGN, LLC

ELITE DZIGN

6700 SOUTH FLORIDA AVENUE
SUITE 4,
LAKELAND, FLORIDA 33813

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CLIENT
CBD LAND INVESTORS, LLC

EMILIE WEST DEVELOPMENT
BARTOW, FLORIDA

KEY/LEGEND

- PROPERTY BOUNDARY
- 250' BUFFER OR PROPERTY BOUNDARY
- 25' LANDSCAPE BUFFER
- PROPOSED TRAILS
- INTERNAL ROADWAY (TYPE A)
- INTERNAL ACCESS TO RESIDENTIAL
- FLU: CS RES
- FLU: LOW DENSITY RESIDENTIAL
- FLU: CS CONSERVATION
- EXTERNAL ACCESS
- ACCESS FROM EMILIE EAST

PLANNED DEVELOPMENT PLAN- FUTURE LAND USE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

NO.	DATE	SUBMITTAL DESCRIPTION

N

0 300' 600'

DATE:	October 14, 2025
EMPLOYEE:	SEF/EH
PROJECT #:	238201985

W-PD04

CONCLUSIONS

A two-phase traffic impact study was conducted to analyze the impacts of the proposed Emilie West and Emilie East residential developments on surrounding roadway network and study intersections in Polk County. The assumed build-out year is 2032 for Emilie West (Phase 1) and 2036 for Emile East (Phase 2).

For each phase, background traffic and project traffic required improvements were identified. **Table 32** summarizes the background and project improvements for each phase. **Table 33** provides a consolidated summary of all transportation improvements through build-out. Based on the analyses conducted, it was concluded:

2024 Existing Traffic Conditions

All roadway segments and intersections within the traffic impact area operate at acceptable level-of-service (LOS) standards except for the following three (3) study intersections:

- SR 60/Walmart Driveway & Van Fleet Drive
- SR 60 & Connersville Road/91 Mine Road
- US 17 & 91 Mine Road /Griffin Road

2032 Background Traffic Conditions

All roadway segments and intersections within the traffic impact area are anticipated to operate at acceptable LOS standards except for six (6) study intersections. Intersection improvements were identified to correct these background traffic deficiencies. Transportation improvements required for 2032 background traffic conditions are summarized in **Table 32**.

2032 Phase 1 Total Conditions

Emilie West (Phase 1) residential development is expected to generate a total of 949 trips (598 Enter; 351 Exit) during the PM peak hour and a total of 648 trips (162 Enter; 486 Exit) during the AM peak hour.

With 2032 background improvements in place, and with the addition of 2032 Phase 1 project traffic, all roadway segments and intersections within the traffic impact area except for the following two (2) study intersections:

- SR 60 and Connersville Road/91 Mine Road
- SR 60 and Enterprise Boulevard

Transportation improvements required to correct 2032 Phase 1 project traffic deficiencies are summarized **Table 32**.

2036 Background Traffic Conditions

All roadway segments and intersections within the traffic impact area are anticipated to operate at acceptable LOS standards except for two (2) study intersections. Intersection improvements were identified to correct these background traffic deficiencies. Transportation improvements required for 2036 background traffic conditions are summarized in **Table 32**.

2036 Phase 2 Total Traffic Conditions

Emilie East (Phase 2) residential development is expected to generate a total of 902 trips (568 Enter; 334 Exit) in the PM and a total of 616 trips (154 Enter; 462 Exit) in the AM peak hour.

With 2036 background improvements in place, and with the addition of 2036 Phase 2 project traffic, the roadway segments and study intersections within the traffic impact area except for the following two (2) study intersections:

- SR 60 and Connersville Road/91 Mine Road
- 91 Mine Road & Gaskins Road

Transportation improvements required to correct 2036 Phase 2 project traffic deficiencies are summarized **Table 32**.

Site Access Analysis

A site access analysis was completed to determine turn lane requirements and traffic control operations at three (3) site access driveways. The following recommendations were made:

1. Enterprise Boulevard at SR 60
    a. Signalize the intersection in the 2032 Phase 1 total traffic conditions.
    b. Extend EBL turn lane to 1,030 feet total in the 2036 Phase 2 total traffic conditions.
    c. Extend SBL turn lane to 420 feet total in the 2036 Phase 2 total traffic conditions.
2. Emilie East RIRO access driveway at SR 60
    a. Provide 405-foot WBR turn lane in the 2036 Phase 2 total traffic conditions.
3. 91 Mine Road at Gaskins Road
    a. Signalize the intersection in the 2036 Phase 2 total traffic conditions.
    b. Provide 310-foot SBL turn lane in the 2036 Phase 2 total traffic conditions.
    c. Provide 255-foot WBL turn lane in the 2036 Phase 2 total traffic conditions.

Safety Analysis

A safety analysis was conducted to identify any observable crash patterns at the site access driveways / intersections. The crash rates at the three site access driveways are below the state average rates and no typical crash patterns were observed.

Table 32: Improvement Summary

Intersection	2032 Background	2032 Phase 1 Total	2036 Background	2036 Phase 2 Total
1: SR 60/Walmart Driveway & Van Fleet Dr	Add 3rd NBL turn lane; Add SBL turn lane; Add overlap to SBR; Modify NBL & SBL to protected only			
3: SR 60 & Flamingo Dr	Add 2nd NBR turn lane			
5: SR 60 & Connersville Rd/ 91 Mine Rd		Signalize; Modify EBL and WBL to protected only; Add overlap to SBR		Add SBR turn lane
6: SR 60 & Enterprise Blvd		Signalize		Extend EBL turn lane; Extend SBL turn lane
7: SR 60 & 80 Foot Rd	Optimize signal timing		Add NBL turn lane; Modify NB/SB to Split phase; Modify cycle length	
8: SR 60 & Emilie East access driveway				Add WBR turn lane
10: Rifle Range Rd & Bomber Rd	Add 2nd NBL turn lane; Add SBR turn lane; Modify NBL and SBL to protected only			
11: Rifle Range Rd & Eagle Lake Loop Rd	Add EBR turn lane and add overlap phase; Add WBR turn lane and add overlap phase			
13: 91 Mine Rd & Gaskins Rd				Signalize; Add SBL turn lane; Add WBL turn lane
14: US 17 & 91 Mine Rd/ Griffin Rd	Signalize; Modify EBL and WBL to protected only		Add NBL turn lane; Optimize signal timing	

Table 33: Summary of All Improvements through Build-Out

Intersection	Background Improvements (Not Project Related)	Project Improvements
1: SR 60/Walmart Driveway & Van Fleet Dr	Add 3rd NBL turn lane; Add SBL turn lane; Add overlap to SBR; Modify NBL & SBL to protected only	
3: SR 60 & Flamingo Dr	Add 2nd NBR turn lane	
5: SR 60 & Connersville Rd/ 91 Mine Rd		Signalize; Modify EBL and WBL to protected only; Add overlap to SBR; Add SBR turn lane
6: SR 60 & Enterprise Blvd		Signalize; Extend EBL turn lane; Extend SBL turn lane
7: SR 60 & 80 Foot Rd	Add NBL turn lane; Modify NB/SB to Split phase; Modify cycle length; Optimize signal timing	
8: SR 60 & Emilie East access driveway		Add WBR turn lane
10: Rifle Range Rd & Bomber Rd	Add 2nd NBL turn lane; Add SBR turn lane; Modify NBL and SBL to protected only	
11: Rifle Range Rd & Eagle Lake Loop Rd	Add EBR turn lane and add overlap phase; Add WBR turn lane and add overlap phase	
13: 91 Mine Rd & Gaskins Rd		Signalize; Add SBL turn lane; Add WBL turn lane
14: US 17 & 91 Mine Rd/ Griffin Rd	Signalize; Modify EBL and WBL to protected only; Add NBL turn lane; Optimize signal timing	

ORDINANCE NO. 2025-22

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BARTOW, FLORIDA, ZONING APPROXIMATELY 556 ACRES OF LAND OWNED BY CLEAR SPRINGS LAND COMPANY, LLC AND LOCATED IN SECTION 25, TOWNSHIP 29S, RANGE 25E AND SECTION 30, TOWNSHIP 29S, RANGE 26E, POLK COUNTY FLORIDA, AS PD, PLANNED DEVELOPMENT; PROVIDING FOR SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE

Whereas, the Planning and Zoning Commission of the City of Bartow, upon petition of the owner of certain lands, after holding due public hearing on the same, recommends denial of the rezoning of the hereinafter-described property located in Bartow, Polk County, Florida, to **PD, "Planned Development"**, and

Whereas, the City Commission of the City of Bartow acknowledges the recommendation of the Planning and Zoning Commission but finds that the recommended zoning is consistent with the City of Bartow's Unified Land Development Code and Comprehensive Plan Future Land Use Map and associated Goals, Objectives and Policies, and

Whereas, the City Commission of the City of Bartow finds that the recommended zoning is in the best interest of the health, welfare, safety and morals of the citizens of Bartow.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF BARTOW, FLORIDA:

Section 1. The zoning classification of approximately **556** acres of land located in Section **25**, Township **29** South, Range **25** East and Section **30**, Township **29** South, Range **26** East , Polk County, Florida, as depicted and described by the Land Use Plan attached as Exhibit "A" and legally described in Exhibit "B", is hereby changed to **PD, "Planned Development".** Said Land Use Plan may be amended from time to time by resolution of the City Commission after holding a single duly advertised public hearing in accordance with Section 7.04.06 of the Unified land Development Code.

Section 2. The Conditions of Approval attached as Exhibit "C" are made a part of the Planned Development approval. Said Conditions may be amended from time to time by resolution of the City Commission after holding a single duly advertised public hearing in accordance with Section 7.04.06 of the Unified land Development Code.

Section 3. The aforesaid amendment shall be noted on the Zoning Map of the City of Bartow.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. Any scrivener's error created as a result of the passage of this ordinance may be corrected by City of Bartow staff, without further legislative action, so long as the intent of this ordinance is preserved, by filing a revised copy thereof with the City Clerk's office with the terms "Staff Revised" and the revision version number in the style of the ordinance.

Section 6. After passage on first reading, at least three (3) copies of this ordinance in the form in which it has been passed on first reading shall be made available for public inspection in the Office of the City Clerk, and there shall be published in a newspaper published and of general circulation in the City of Bartow, a notice describing this ordinance in brief and general terms and stating that it is available for public inspection in the Office of the City Clerk, together with the time and place when and where it will be considered for final passage. Such publication shall be at least five (5) days prior to the time advertised.

Section 7. This ordinance shall become effective immediately upon passage and adoption by the City Commission of the City of Bartow, Florida.

INTRODUCED AND PASSED on First Reading this ___ day of _____ , 2025.
PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the City Commission of Bartow, Florida, this ___ day of _____ , 2026.

ATTEST WITH SEAL: **CITY OF BARTOW**

By: _____ By: _____
Jacki Poole, City Clerk Tanya Tucker, Mayor

Approved as to correctness and form: Approved as to substance:

By: _____ By: _____
Sean R. Parker, City Attorney Mike Herr, City Manager

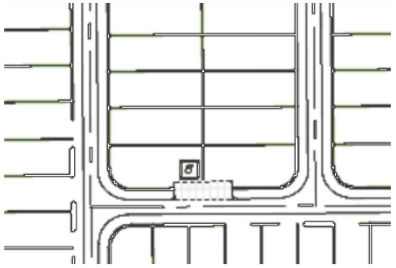
EXHIBIT "A"
Land Use Plan
1 of 4

Emilie West Planned Development
Project Notes:

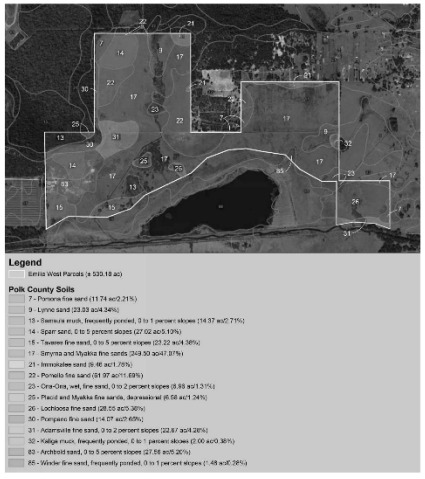
1. Project includes two parcels: PID 26-29-05-000000-013010 and 26-29-30-000000-024010
2. The site lies within flood zones X, A, and AE, Flood Insurance Rate Map (firm) panel 12105C0320G, 12105C0335G, and 12105C0540G Polk County and incorporated areas. Any development within the floodplain shall provide compensation pursuant to FEMA requirements
3. Maximum development amounts per the Site Project Data Table may not be exceeded without modification of this PD. However, the number of units identified per development parcel as shown on this LUP may be adjusted between development parcels without modification to this PD zoning, provided approved subdivision plats maintain residential lot type identified by development parcel
4. Parks, recreational and municipal uses shall be allowed in all Development Areas, subject to the review and approval of design and locations by the City of Bartow during subsequent site development approval processes
5. Uses permitted within the Development parcels A and B include single-family residential. Uses permitted within the Development parcels without modification to this PD shall include:
   a. Recreation / Open Space
   b. Amenity / Recreation Facilities
   c. Passive Recreation (e.g., trails)
   d. Active Recreation (e.g., golf courses)
   e. Floodplain / Wetland Mitigation
   Interim Agricultural / Agricultural uses shall be permitted.
6. Internal roadway alignments and site access points are conceptual. Specific location of rights-of-way will be determined through the approval of preliminary site plans and accompanying construction plans.
7. The internal roadways and access connections, including trails, shall be developed consistent with the conceptual roadway network as depicted on the LUP, such conceptual roadway network being consistent with the network depicted on DSAP Map 1-2 as "Proposed Roads" and "Bicycle / Pedestrian Trails" as depicted on DSAP Map 1-11. Precise alignment of major roads and trails shall be determined upon further detailed site design and related City approvals.
8. Development within the PD area will generally follow the Conceptual Utility Plan and the Conceptual Phasing Plan. Further coordination with the appropriate regulatory bodies will be required throughout implementation of each development phase's permitting process.
9. All project external access points on Polk County and FDOT roads shall be subject to Polk County and FDOT requirements
10. All utilities shall be placed below ground except where connecting to existing above ground utilities.
11. The construction and location of any proposed wetland/other surface water impacts and mitigation plan shall be reviewed and permitted through the Southwest Florida Water Management District. Wetland buffers shall be consistent with Policy 3.3.1B of the City's Comprehensive Plan Future Land Use Element.
    Wetlands and floodplains are subject to FEMA, the Southwest Florida Water Management District and the Army Corps of Engineers approval and determination. If impacts are made to wetlands/floodplains, appropriate mitigation shall occur.
12. Landscape and site buffering features:
    a. Screening and buffering will be provided in accordance with the City of Bartow Unified Land Development Code. Detailed landscape plans shall be reviewed and approved by the City of Bartow during subsequent site development approval processes.
    b. Street Trees - The project shall provide 1 tree per single family detached lot. Corner lots shall include a minimum of two street trees, one per each roadway frontage.
    c. Perimeter landscape buffers abutting property lines shall be a minimum of 25 ft wide. The buffer shall be landscaped to provide a solid screen, such as a wall or hedge, berm or combination of all three at a minimum of six (6) feet in height. One (1) canopy tree shall be provided for every fifty (50) feet of buffer length. Typical design shall be reviewed and approved during subsequent site development and subdivision review and approval processes.
    d. Fences and/or privacy walls, a maximum of 8 ft in height, may be constructed along the perimeter project boundary and adjacent to internal spine roads. Chain link fences shall be prohibited as a perimeter development buffer.
    e. The project shall retain, to the extent possible and where appropriate, natural features on the external perimeter boundary for use in landscape buffers and to limit the external exposure to the development. Where those features exist, they may be deemed to meet the landscape buffer requirement.

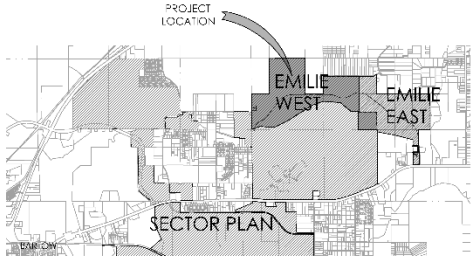
ADDITIONAL PARKING

Additional parking visitor lots are to be provided throughout site; no on-street parking in front of homes; parking not less than 1 space per 8 lots, (established with the preliminary site plan for each section of development.)



SOIL MAP
NOT TO SCALE





PROJECT LOCATION MAP
NOT TO SCALE

ENTITLEMENT SUMMARY

Site Project Data Table - Emilie West Planned Development		
Acreage	± 556 Acres	
Existing/Proposed Future Land Use Designation	CS RES/CONSERVATION	
Existing/Proposed Zoning	UNASSIGNED	Planned Development
Gross Residential Density	2.4 DU/GA	
Net Residential Density	3.5 DU/NET	
Acreage of Wetlands (Conservation Areas)	± 59.98 Acres	
Maximum Units	1,151 Units	
Maximum Height	35'	
General Land Use	**Estimated Acreage**	**Development**
Residential: Single Family Detached	± 254.47 Acres	1,151 Units
Amenity	± 5.66 Acres	
Open Space / Recreation (including stormwater)	± 235.89 Acres	
Conservation / Wetlands	± 59.98 Acres	Pending JD approval and alteration during permitting
Total Emilie West (Entire PD):	**556 Acres**	

Note: Development amounts per the Site Project Data Table may not be exceeded without modification of this PD. However, the number and types of units identified per development parcel as shown on this LUP may be adjusted between development parcels without modification to this PD zoning. The exact acreage of each use are subject to approvals by SWFWMD, FEMA, Army Corp of Engineers, and the City of Bartow during subsequent site development approval processes.

LOT DEVELOPMENT STANDARDS

Lot Type	Lot Width	Front Setback	Side Setback	Rear Setback	Min Lot Length	Unit Mix
A	40'	20'/25'*	5'	15'	110'	MAX 60%
B	40'	20'/25'*	5'	15'	130'	
D	50'	20'/25'*	5'	15'	120'	MAX 80%
E	50'	20'/25'*	5'	15'	130'	
H	60'	20'	5'	15'	130'	MIN 10%
I	60'	20'	5'	15'	140'	

*Main building facade – 25' front setback; garage – 25' front setback (only on 40'-50' lots)

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CLIENT
CBD LAND INVESTORS, LLC

EMILIE WEST DEVELOPMENT
BARTOW, FLORIDA

PLANNED DEVELOPMENT PLAN

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

0 500' 1000'

DATE: October 14, 2025
DESIGNED: SEF/EH
PROJECT #: 238201785

W-PD01

EXHIBIT "A"
Land Use Plan
2 of 4

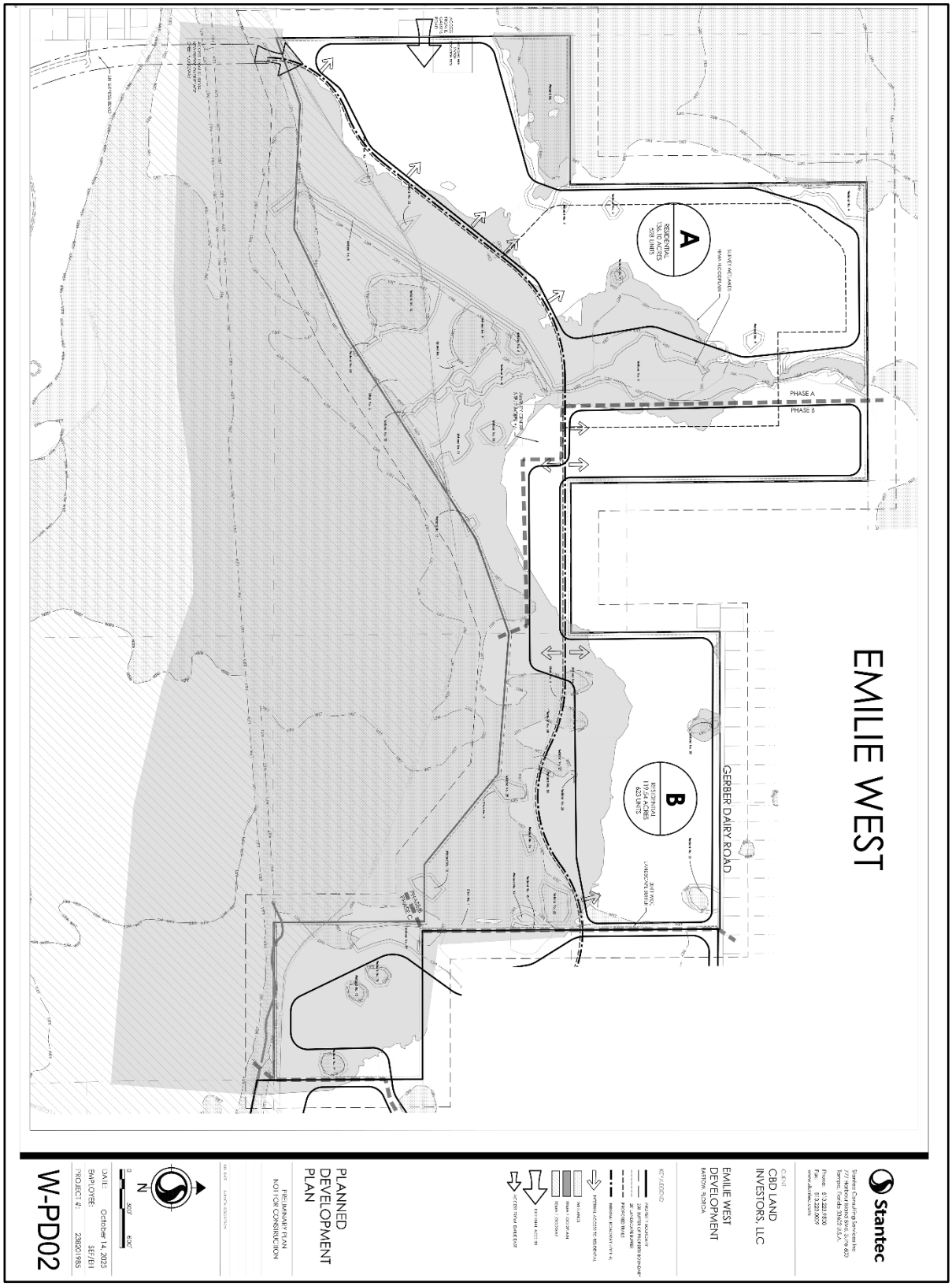

EXHIBIT "A"
Land Use Plan
3 of 4

LEGAL DESCRIPTION EMILIE WEST

DESCRIPTION:

That part of Section 25, Township 39 South, Range 25 East, and that part of Section 30, Township 39 South, Range 26 East, Polk County, Florida being described as follows:

Begin at the SW corner of said Section 25, Township 39 South, Range 25 East, thence N00°00'19"W along the West boundary of Section 25, a distance of 1819.38 feet to the NW corner of the SW 1/4; thence N89°53'57"E, along the North boundary of said SW 1/4, a distance of 2642.78 feet to the SW corner of the NW 1/4 of the NE 1/4; thence N00°53'47"W, along the West boundary of the said E 1/2 of the NW 1/4, a distance of 1344.38 feet to the NW corner of the said E 1/2 of the NW 1/4; thence N89°54'41"E, along the North boundary of the said E 1/2 of the NW 1/4, a distance of 1329.44 feet to the NE corner of the said E 1/2 of the NW 1/4; thence N89°54'41"E, along the North boundary of the NE 1/4, a distance of 1329.44 feet to the NE corner of the NE 1/4; thence S00°53'47"E, along the East boundary of the said NE 1/4, a distance of 2690.76 feet to the SE corner of the NE 1/4; thence S00°53'47"E, along the East boundary of the E 1/2 of the SE 1/4, a distance of 1344.38 feet to the NE corner of the S 1/2 of the SE 1/4; thence S00°53'47"E, along the East boundary of the S 1/2 of the SE 1/4, a distance of 2690.76 feet to the SE corner of the said S 1/2 of the SE 1/4; thence S00°53'47"E, along the East boundary of the SW 1/4, a distance of 1344.38 feet to the NE corner of the NW 1/4 of the NE 1/4; thence S00°53'47"E, along the East boundary of the W 1/2 of the NE 1/4, a distance of 1344.38 feet to the SE corner of the W 1/2 of the NE 1/4; thence S00°53'47"E, along the East boundary of the W 1/2 of the SE 1/4, a distance of 2690.76 feet to the SE corner of the said W 1/2 of the SE 1/4; thence S00°53'47"E, along the East boundary of the W 1/2 of the NE 1/4, a distance of 1344.38 feet to the SE corner of the W 1/2 of the NE 1/4; thence N89°53'15"E, along the South boundary of the NE 1/4 of the said Section 30, a distance of 2650.32 feet to the SW corner of the E 1/2 of the NE 1/4 of Section 30; thence S00°01'26"E, along the West boundary of the said S 1/2 of the NW 1/4, a distance of 1359.80 feet to the NW corner of the S 1/2 of the SW 1/4 of the NW 1/4; thence S00°01'26"E, along the West boundary of the said S 1/2 of the SW 1/4 of the NW 1/4, a distance of 1359.80 feet to the NW corner of the S 1/2 of the W 1/2; thence N89°57'21"E, along the North boundary of the said S 1/2 of the W 1/2, a distance of 1328.77 feet to the W boundary of the said S 1/2 of the W 1/2; thence S00°01'48"E, along the last boundary of the said S 1/2 of the W 1/2, a distance of 1359.80 feet to the NW corner of the said S 1/2 of the SW 1/4; thence N89°57'21"E, along the North boundary of the said S 1/2 of the SW 1/4, a distance of 1328.77 feet to the W boundary of the said SW 1/4 of the SE 1/4; thence N00°01'48"W, along the last boundary of the said SW 1/4 of the SE 1/4, a distance of 1359.80 feet to the NW corner of the said SW 1/4 of the SE 1/4; thence N89°57'21"E, along the North boundary of the said SW 1/4 of the SE 1/4, a distance of 1328.77 feet to the NE corner of the said SW 1/4 of the SE 1/4; thence S00°01'48"E, along the East boundary of the said SW 1/4 of the SE 1/4, a distance of 1359.80 feet to the SE corner of the said SW 1/4 of the SE 1/4; thence S00°01'48"E, along the East boundary of the NW 1/4 of the NE 1/4, a distance of 1359.80 feet to the SE corner of the said NW 1/4 of the NE 1/4; thence N89°57'21"E, along the South boundary of the said NW 1/4 of the NE 1/4, a distance of 1328.77 feet to the W boundary of the E 1/2 of the NE 1/4; thence S00°01'48"E, along the last boundary of the E 1/2 of the NE 1/4, a distance of 1359.80 feet to the SW corner of the said E 1/2 of the NE 1/4; thence N89°57'21"E, along the South boundary of the said E 1/2 of the NE 1/4, a distance of 1328.77 feet to the W boundary of the E 1/2 of the SE 1/4; thence S00°01'48"E, along the last boundary of the E 1/2 of the SE 1/4, a distance of 1359.80 feet to the SW corner of the said E 1/2 of the SE 1/4; thence N89°57'21"E, along the South boundary of the said E 1/2 of the SE 1/4, a distance of 1328.77 feet to the W boundary of the E 1/2 of the NE 1/4 of the SE 1/4; thence S00°01'48"E, along the last boundary of the E 1/2 of the NE 1/4 of the SE 1/4, a distance of 1359.80 feet to the SW corner of the said E 1/2 of the NE 1/4 of the SE 1/4; thence N89°57'21"E, along the South boundary of the said E 1/2 of the NE 1/4 of the SE 1/4, a distance of 1328.77 feet to the W boundary of the E 1/2 of the SE 1/4 of the SE 1/4; thence S00°01'48"E, along the last boundary of the E 1/2 of the SE 1/4 of the SE 1/4, a distance of 1359.80 feet to the SW corner of the said E 1/2 of the SE 1/4 of the SE 1/4; thence N89°57'21"E, along the South boundary of the said E 1/2 of the SE 1/4

EXHIBIT "A"
Land Use Plan
4 of 4

EXHIBIT "B"
Legal Description

THAT PART OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 25 EAST, AND THAT PART OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SW CORNER OF SAID SECTION 25, TOWNSHIP 29 SOUTH, RANGE 25 EAST; THENCE N00°30'19"W ALONG THE WEST BOUNDARY OF SECTION 25, A DISTANCE OF 2619.38 FEET TO THE NW CORNER OF THE SW 1/4; THENCE N89°53'31"E, ALONG THE NORTH BOUNDARY OF SAID SW 1/4 A DISTANCE OF 1326.76 FEET TO THE SW CORNER OF THE E 1/2 OF THE NW 1/4; THENCE N00°25'47"W, ALONG THE WEST BOUNDARY OF THE SAID E 1/2 OF THE NW 1/4 A DISTANCE OF 2644.38 FEET TO THE NW CORNER OF THE E 1/2 OF THE NW 1/4; THENCE N89°46'34"E, ALONG THE NORTH BOUNDARY OF THE SAID E 1/2 OF THE NW 1/4 A DISTANCE OF 1329.44 FEET TO THE NW CORNER OF THE W 1/2 OF THE NE 1/4; THENCE N89°45'08"E, ALONG THE NORTH BOUNDARY OF THE SAID W 1/2 OF THE NE 1/4 A DISTANCE OF 1331.00 FEET TO THE NE CORNER OF THE W 1/2 OF THE NE 1/4; THENCE S00°26'15"E, ALONG THE EAST BOUNDARY OF THE SAID W 1/2 OF THE NE 1/4 A DISTANCE OF 2650.32 FEET TO THE SW CORNER OF THE E 1/2 OF THE NE 1/4; THENCE N89°53'31"E, ALONG THE SOUTH BOUNDARY OF THE SAID E 1/2 OF THE NE 1/4 A DISTANCE OF 1334.06 FEET TO THE WEST BOUNDARY OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND TO THE SW CORNER OF THE S 1/2 OF THE NW 1/4 OF SAID SECTION 30; THENCE N00°30'12"W, ALONG THE WEST BOUNDARY OF THE SAID S 1/2 OF THE NW 1/4 A DISTANCE OF 1326.80 FEET TO THE NW CORNER OF THE S 3/4 OF THE W 1/2; THENCE N89°57'21"E, ALONG THE NORTH BOUNDARY OF THE SAID S 3/4 OF THE W 1/2 A DISTANCE OF 2651.27 FEET TO THE NE CORNER OF THE S 3/4 OF THE W 1/2; THENCE S00°24'19"E, ALONG THE EAST BOUNDARY OF THE SAID S 3/4 OF THE W 1/2 A DISTANCE OF 1328.17 FEET TO THE NE CORNER OF THE SW 1/4; THENCE S00°24'46"E, ALONG THE EAST BOUNDARY OF THE SAID S 3/4 OF THE W 1/2 A DISTANCE OF 1326.50 FEET; THENCE N 89°58'40" E, ALONG THE NORTH BOUNDARY OF THE SAID SW 1/4 OF THE SE 1/4 A DISTANCE OF 1,319.08 FEET TO THE NE CORNER OF THE SAID SW 1/4 OF THE SE 1/4; THENCE S 00°21'54" E, ALONG THE EAST BOUNDARY OF THE SAID SW 1/4 OF THE SE 1/4 A DISTANCE OF 1,326.40 FEET TO THE SE CORNER OF THE SAID SW 1/4 OF THE SE 1/4; THENCE S 89°58'26" W, ALONG THE SOUTH BOUNDARY OF THE SAID SW 1/4 OF THE SE 1/4 A DISTANCE OF 1,317.96 FEET TO THE SE CORNER OF THE SW 1/4; THENCE S 89°58'26" W, ALONG THE SOUTH BOUNDARY OF THE SAID SW 1/4 A DISTANCE OF 87.13 FEET; THENCE N 00°24'33" W, 1,344.05 FEET; THENCE S 90°00'00" W, 507.18 FEET; THENCE N 50°50'57" W, 1,041.61 FEET; THENCE N 85°36'54" W, 1,255.30 FEET TO THE WEST BOUNDARY OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST ALSO BEING THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 25 EAST; THENCE S 70°53'22" W, INTO SECTION 25 A DISTANCE OF 886.53 FEET; THENCE S 57°25'27" W, 2,162.52 FEET; THENCE S 63°59'10" W, 1,052.51 FEET; THENCE N 87°12'45" W, 1,109.06 FEET; THENCE S 70°11'56" W, 626.84 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE MAINTAINED RIGHT-OF-WAY FOR GERBER DAIRY ROAD AS RECORDED IN MAP BOOK, 8, PAGE 192 THROUGH 194.

EXHIBIT "C"
Conditions of Approval

1. Development shall conform to the Emilie West Planned Development Land Use Plan, dated "April 25, 2025", and to the following conditions of approval. Development based upon this approval shall comply with all other applicable federal, state, and local laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent the applicable laws, ordinances, and regulations are expressly waived or modified by these conditions, or by action approved by the City of Bartow.

2. The development shall obtain water, wastewater, solid waste and electrical services from the City of Bartow subject to applicable City rate resolutions and ordinances. Master water, wastewater, electrical distribution and stormwater plans, including preliminary calculations for specific phases based on the needs of the entire project shall be required to be submitted for review and approval concurrent with the first set of construction plan.

3. The developer shall evaluate site planning and design guideline characteristics from other jurisdictional agencies (e.g. FDOT, FDEP, FWC, etc.) to facilitate wildlife corridors and crossings in order to protect existing ecology, wildlife habitat, and natural resources within and adjacent to the project site

4. The road/rights-of-way within the individual areas of development will remain private since it will not contribute to the City's roadway network. The dedication language on the final plat shall contain necessary language to demonstrate compliance with this intent and a copy of the association/district documents addressing ownership and maintenance responsibilities shall be provided for review and approval by City staff.

5. An Avigation Easement, acceptable in form to the City of Bartow and Bartow Municipal Aviation Authority, shall be recorded in the public records of Polk County, Florida, prior to approval of a Subdivision Construction Plan for Emilie East or West project. The form and contents shall be reviewed and approved concurrently with the first Preliminary Subdivision Plat submittal.

6. The developer shall be responsible for all transportation improvements associated with the project's connection to State Road 60, Enterprise Boulevard; Gaskin Road, 91 Mine Road and any other road as may be the case. These improvements may include, but not be limited to dedication of additional road right of way, turn lanes, median improvements and traffic control devices. All such improvements shall be permitted through the appropriate jurisdictional agency prior to approval of site construction plans that rely on access to these roadways. The City of Bartow is not responsible for any of these costs.

7. A development agreement shall be prepared by the developer and entered into with the City of Bartow (and other jurisdictional agencies as applicable) to address the specific details, including design, ownership and maintenance, of transportation related improvements identified in the Emilie West and Emilie East Traffic Impact Study, Stantec, Revised March 2025 that are attributed to this project. The development agreement shall be submitted for review concurrently with the first Preliminary Subdivision Plat and shall be approved prior to the issuance of the first Subdivision Construction Plan.

8. A development agreement shall be prepared by the developer and entered into with City of Bartow to address the specific details of potable water and sanitary sewer related improvements that are attributed to this project. The development agreement shall be submitted for review concurrently with the first Preliminary Subdivision Plat and shall be approved prior to the issuance of the first Subdivision Construction Plan.

Case #CPA-25-03-TEXT / Clear Springs Solar

Planning Department Staff Report

P & Z Hearing Date: **October 27, 2025**

City Commission Dates: **November 17, 2025 (Transmittal Hearing)**

March 2, 2026 (2nd Rdg/PH/Adoption Hearing)

GENERAL INFORMATION

Request:	Review and recommendation to the City Commission of a request to amend the Clear Springs Sector Plan Detailed Specific Area Plan #1 (e.g. DSAP #1) to 1) Extend buildout year of the DSAP; 2) Incorporate the Clear Springs Equivalency Use matrix; and 3) Allow renewable energy sources (solar power) in all Clear Springs land use designations.
Owner:	Clear Spring Land Company, LLC
Applicant:	Andy Mikulski, Senior Planner, Stantec Consulting Services, Inc.
Public Notice:	Public notice of the request was published in the local newspaper and posted on the City website and City Hall bulletin board.

STAFF ANALYSIS

This Comprehensive Plan Text Amendment proposes the following changes which are shown by underlines and strikethroughs.

Request No. 1. Extends buildout year of the Clear Springs Sector Plan Detailed Specific Area Plan #1.

Pursuant to Sec. 252.363(1)(a), Fla. Statute, this extension is based on relevant statewide State of Emergency declarations for Hurricane Nicole including Executive Order No. 23-211 issued on October 23, 2023, and Executive Order No. 24-116 issued on June 14, 2024. These State of Emergency Declarations amended the original Emergency Order for Hurricane Nicole, EO 22-253 originally issued November 7, 2022. These Executive orders extend the tolling period of permits and authorizations.

Policy 3.2.7(b) of the Future Land Use (FLU) Element identifies 2030 as the buildout year for the DSAP #1 *"Buildout Land Utilization and Development Program"*. This was the original buildout year that was analyzed when DSAP #1 was approved in April 2009. The extension timeframes are based on statutory provisions related to declared state of emergencies as explained above and shown in Exhibit "A". Exhibit "A" also includes the *"Buildout Land Utilization and Development Program"* which will be included in Policy 3.2.7. It currently resides in the DSAP#1 planning document.

Request No. 2: Inserts the Clear Springs Land Equivalency Use matrix into the framework of the Clear Springs Sector Plan Detailed Specific Area Plan #1.

A Land Use Equivalency Matrix (LUEM) was prepared to allow for the trade-off between land uses contained within Clear Springs DSAP #1. The matrix is based upon the land use entitlements contained within the Clear Springs DSAP #1 Land Development Program and applicable to Phases I, II, and III of the DSAP#1. The LUEM was prepared using PM peak hour trip rates and equations from the *11th Edition (2021)* of the *ITE Trip Generation Manual*.

The inclusion of a LUEM is intended to maintain flexibility of Project land uses and floor areas so that the Project can, if necessary, respond to market fluctuations. The LUEM defines a framework within which the proposed mix of land uses can be modified within the development envelope defined by the approved entitlements. It identifies a set of rules for exchanging land uses, one for another, within the scope of development approved for the Project, which does not result in any increase in PM peak hour trip generation.

A new Policy 3.2.7(b) of the Future Land Use (FLU) Element is created as shown in Exhibit "A". The policy will allow Clear Springs to modify the allocation of the Land Use Entitlements (the "Re-Allocation Allowance") in DSAP#1 based on the provisions LUEM in accordance with the standards established by the Institute of Transportation Engineers. In order to process this modification a written request would be submitted which demonstrates that the modified allocation does not result in an increase of the maximum number of overall trips reflected in the then existing Anticipated Buildout Land Utilization and Development Program. No additional traffic analysis is required, and the City may administratively approve the request in accordance with this provision.

Request No. 3: Allow renewable energy sources (solar power) in all Clear Springs land use designations.

This request is to amend the text of the City of Bartow's Comprehensive Plan to include Policy 3.3.38 of the Future Land Use Element that would permit Utility-Owned Renewable Generation System(s) within the boundary of the Clear Springs Sector Plan. The proposed policy states:

Policy 3.3.38: In order to support an economically efficient development pattern and to satisfy the City's policy to encourage the use of local renewable energy resources and alternative energy systems in the City, Utility-owned Renewable Generation Systems are allowed in all Clear Springs land use designations except for Clear Springs Recreation/Open Space, Clear Spring Conservation, and Clear Springs Wetland designations, provided that Renewable Generation Systems are allowed in the Clear Spring Conservation and Clear Springs Wetland designations provided that the necessary approvals and permits are obtained from Southwest Florida Water Management District, the Army Corps of Engineers or other applicable regulatory agencies. Development standards for such use shall be developed and implemented that address land use compatibility, operating standards, system maintenance, length of service expectations, decommissioning timeframes, and site restorations.

As contemplated, the proposed text is consistent with City's adopted Comprehensive Plan Future Land Use Element Policies 1.1.8(b) and 1.1.13. These policies were established by the City in January 2018 to encourage the use of local renewable energy resources and allow Utility-Owned Renewable Generation Systems in large-scale, mixed use projects, subject to the adoption of a project specific policy in the Future Land Use Element for the project. A property owner/applicant that desires to construct a facility is still required to follow the development framework of the CSSP which includes compliance with applicable policies contained in the City's Comprehensive Plan, Unified Land Development Code, and Infrastructure Development standards.

No specific Utility-Owned Renewable Generation System is being approved with this application.

STAFF RECOMMENDATION

Planning Department staff recommends approval of Application #CPA-25-03-TEXT to amend the Comprehensive Plan Future Land Use Element as described herein, for the following reasons:

1. The text amendments allow future development that will be compatible with existing/planned development in the CSSP area and allows for a reasonable use of the property, as described herein;

2. The text amendments are consistent with the City of Bartow's Comprehensive Policy Plan, as described herein; and

3. The proposed amendment and subsequent site development will not degrade the Level of Service of the City's public facilities or services, as described herein.

In reviewing and formulating recommendations to the City Commission on the proposed amendments to the Comprehensive Plan the Planning and Zoning Commission shall specifically consider and evaluate the proposed changes to the Comprehensive Plan against the following standards:

(A) The proposed Plan Amendment is consistent with the goals of the City of Bartow Comprehensive Plan. Objectives and policies of the Plan may be proposed for modification by the Amendment.

(B) The proposed Plan Amendment contains an analysis of the Levels of Service for all public facilities and services; identifies the timing of improvements to maintain Levels of Service established by the Comprehensive Plan; and estimates the cost of such improvements to the City and to the developer.

(C) In the case of a proposed Plan Amendment to the Future Land Use Map, the proposed Land Use Classification at the proposed location has been analyzed to identify adverse impacts to adjacent land uses, the character of the neighborhood, parking, or other matters affecting land use compatibility and the general welfare of the City. Said analysis must address land uses as they now exist, and as they may exist in the future, as a result of the implementation of the goals, objectives and policies of the Comprehensive Plan; and contains objectives and policies to mitigate or eliminate adverse impacts.

(D) The proposed Plan Amendment contains an analysis of community need for the development associated with the Amendment. The analysis is based on existing and proposed uses of a similar nature in the City, and an assessment of the need to provide or maintain a proper mix of uses both within the City of Bartow and also in the immediate area in Polk County or another municipality.

(1) The proposed Plan Amendment shall not result in either a detrimental over concentration of a particular use within the City or within the immediate area.

(2) The Plan Amendment contains sufficient proof to convince the Planning and Zoning Commission and the City Commission that the proposed Plan Amendment and Land Use Classification supplants the analysis that supported the establishment of the existing Land Use Classification.

PLANNING AND ZONING COMMISSION RECOMMENDATION

At its meeting of October 27, 2025, the Planning and Zoning Commission voted to recommend approval of this application to the City Commission.

CITY COMMISSION FIRST READING AND TRANSMITTAL

At its regular meeting of November 17, 2025, and after conducting a public hearing, the City Commission voted to approve this application (e.g. Ordinance No. 2025-23) on first reading and authorized its transmittal to FloridaCommerce Division of Community Development.

AGENCY REVIEW AND CITY RESPONSE

Pursuant to Section 163.3184, Florida Statutes (F.S.), related to state coordinated review, the following agencies were provided the opportunity to review and provide comment on the proposed amendment. Agency comments are reflected below along with the appropriate City response.

FloridaCommerce: The Department reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), F.S., for compliance with Chapter 163, Part II, F.S. No objections or comments to the proposed amendment were identified.

City Response: Acknowledged.

Southwest Florida Water Management District: The District reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Florida Department of Transportation District 1: The District reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Florida Department of Environmental Protection: The Department reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Florida Department of State, Division of Historic Preservation: The Division reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Florida Department of Education: The Department reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Polk County School Board: School Board staff reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Polk County Board of County Commissioners: Polk County Growth Management Department staff reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

Central Florida Regional Planning Council: Council staff reviewed the proposed amendment and did not forward any comments for consideration.

City Response: N/A

CITY OF BARTOW REVISIONS

Even though Agency comments did not result in any changes to this application it is the City's intent to remain a partner with these agencies to ensure the best possible outcome for present and future generations.

Attachment "A"

Policy 3.2.7: For purposes of consistency review of any DSAP application or its amendment:

b. Each DSAP shall be consistent with the overall Figure CPO - 5: Anticipated "Buildout" Land Utilization and Development Program in CPO Section 3.3. For purposes of DSAP consistency review, such: ~~2030~~ 2041 Anticipates "Buildout" Land Utilization and Development Program shall be applied as described in CPO Section 3.3.

Anticipate Buildout Land Utilization and Development Program

Land Use Entitlements	**Phase I** 2022-2041	**Phase IIA** 2026-2041	**Phase IIB** 2026-2041	**Phase III** 2037-2041	**Total**
Residential (dwelling units)					
Single Family Detached	1,500	1,151	1,097	1,800	5,548
Single Family Attached	900		1,200	900	3,000
Multifamily	600		550	300	1,450
Total	3,000	1,151	2,847	3,000	9,998
Non-Residential (sq. ft.)					
Industrial	2,500,000		7,850,000	5,000,000	15,350,000
Office	500,000		1,596,830	707,500	2,804,330
Retail	500,000		451,670	150,000	1,101,670
Research & Development	750,000		1,087,500	662,500	2,500,000
Training Center	75,000		25,000	0	100,000
Hotel	150 rooms		150 rooms	0	300 rooms
Schools					
Elementary	1		1	0	2
Middle	0		1	0	1
High	0		0	0	0
Recreation/Open Space (acres)					
Golf Course *	0	0	150 acres	0	150 acres
Major Parks/Open Space					440 acres

* The golf course is permitted to occur within the Clear Springs Residential and Recreation / Open Space designations on Map DSAP#1 - 2. If a golf course is not developed, the estimated 150 acres of land anticipated and permitted to be used for this purpose will be used as otherwise permitted by these designations; however, no increase in the maximum number of residential units or the amount of other permitted land uses identified in this Figure DSAP#1 - 1 may occur.

h. Clear Springs may modify the allocation of the Land Use Entitlements (the "Re-Allocation Allowance") set forth in Phase I, Phase IIB (but not Phase IIA), and Phase III of the Anticipated Buildout Land Utilization and Development Program incorporated into the Detailed Specific Area Plan #1 (DSAP) Clear Springs Sector Plan provision of the City of Bartow Comprehensive Plan based upon the provisions of the Clear Springs Sector Plan Equivalency Matrix set forth below, prepared in accordance with the standards established by the Institute of Transportation Engineers. Clear Springs shall submit a written request for any such Re-Allocation Allowance demonstrating that the modified allocation does not result in an increase of the maximum number of overall trips reflected in the then existing Anticipated Buildout Land Utilization and Development Program, a calculation, pursuant to the Clear Springs Sector Plan Equivalency Matrix, of the daily trip re-allocation resulting from the modified allocation of Land Use Entitlements, and a modified Anticipated Buildout Land Utilization and Development Program that reflects the results of such Re-Allocation Allowance. No further traffic analysis is required for such Re-Allocation Allowance. The City may administratively approve the requested Re-Allocation Allowance submitted in accordance with this provision.

Land Use Equivalency Matrix

CHANGE FROM: \ CHANGE TO:	110: Industrial	210: Single Family Detached	220: Multi-Family	215: Single Family Attached	310: Hotel	540: Training Center	710: Office	760: Research & Development Center	820: Retail
110: Industrial		0.691 du/ksf	1.275 du/ksf	1.14 du/ksf	1.102 room/ksf	5.909 student/ksf	0.451 ksf/ksf	0.663 ksf/ksf	0.191 ksf/ksf
210: Single Family Detached	1.446 ksf/du		1.843 du/du	1.649 du/du	1.593 room/du	8.545 student/du	0.653 ksf/du	0.959 ksf/du	0.276 ksf/du
220: Multi-Family	0.785 ksf/du	0.543 du/du		0.895 du/du	0.864 room/du	4.636 student/du	0.354 ksf/du	0.52 ksf/du	0.15 ksf/du
215: Single Family Attached	0.877 ksf/du	0.606 du/du	1.118 du/du		0.966 room/du	5.182 student/du	0.396 ksf/du	0.582 ksf/du	0.168 ksf/du
310: Hotel	0.908 ksf/room	0.628 du/room	1.157 du/room	1.035 du/room		5.364 student/room	0.41 ksf/room	0.602 ksf/room	0.174 ksf/room
540: Training Center	0.169 ksf/student	0.117 du/student	0.216 du/student	0.193 du/student	0.186 room/student		0.076 ksf/student	0.112 ksf/student	0.032 ksf/student
710: Office	2.215 ksf/ksf	1.532 du/ksf	2.824 du/ksf	2.526 du/ksf	2.441 room/ksf	13.091 student/ksf		1.469 ksf/ksf	0.424 ksf/ksf
760: Research & Development Center	1.508 ksf/ksf	1.043 du/ksf	1.922 du/ksf	1.719 du/ksf	1.661 room/ksf	8.909 student/ksf	0.681 ksf/ksf		0.288 ksf/ksf
820: Retail	5.231 ksf/ksf	3.617 du/ksf	6.667 du/ksf	5.965 du/ksf	5.763 room/ksf	30.909 student/ksf	2.361 ksf/ksf	3.469 ksf/ksf	

Notes:
1. Land use changes are based on the PM peak hour of adjacent street traffic, one hour between 4 and 6 PM.
2. Equivalency factors are based on the **ITE Trip Generation Manual, 11th Edition**, trip-end rate for each land use.
3. The land use equivalency matrix is applicable to Phase I, Phase IIB, and Phase III of the Clear Springs Detailed Area Sector Plan (DSAP) #1. Land use changes may only occur within the same Phase of the DSAP.

ORDINANCE NO. 2025-23

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF BARTOW, FLORIDA; SAID AMENDMENT BEING KNOWN AS "AMENDMENT #CPA-25-03-TEXT"; SPECIFICALLY TO AMEND POLICY 3.2.7 AND 3.3.38 OF THE FUTURE LAND USE ELEMENT TO: 1) EXTEND THE BUILDOUT YEAR OF THE CLEAR SPRINGS SECTOR PLAN DETAIL SPECIFIC AREA PLAN #1; 2) INCORPORATE THE CLEAR SPRINGS LAND USE EQUIVALENCY MATRIX; AND 3) ALLOW RENEWABLE ENERGY SOURCES (SOLAR POWER) IN ALL CLEAR SPRINGS LAND USE DESIGNATIONS; TRANSMITTING SAID AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) FOR A FINDING OF COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERROR; AND PROVIDING FOR AN EFFECTIVE DATE UPON FINAL PASSAGE

WHEREAS, Chapter 163, Part II, Florida Statutes, the Community Planning Act, empowers and mandates the City of Bartow, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the City; and

WHEREAS, the Planning and Zoning Commission, sitting as the Local Planning Agency as designated by the City, considered this **Amendment #CPA-25-03-TEXT**, after conducting a duly advertised public meeting, to obtain public comment and consider all written and oral comments received during the public hearing, including support documents and does recommend approval of the amendment; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the City Commission held meetings and hearings on **Amendment #CPA-25-03-TEXT**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, in exercise of its authority the City Commission has determined it necessary to adopt this **Amendment #CPA-25-03-TEXT** to the Comprehensive Plan, which changes to the text of the Future Land Use Element is marked as Attachment 1, Exhibit "A", and is included and made a part hereof, to insure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of Bartow; and

WHEREAS, in exercise of its authority the City Commission amends its Comprehensive Plan in the following specific manner:

1) The text within Policy 3.2.7 of the Future Land Use Element is changed to extend the buildout year of the Clear Springs Sector Plan Detailed Specific Area Plan #1 as shown on Attachment 1, Exhibit "A";

2) The text within Policy 3.2.7 of the Future Land Use Element is changed to insert the Clear Springs Land Equivalency Use matrix into the framework of the Clear Springs Sector Plan Detailed Specific Area Plan #1 as shown on Attachment 2, Exhibit "A";

3) The text within the Future Land Use Element is changed to include new Policy 3.3.38 to allow renewable energy sources (solar power) in all Clear Springs land use designations as shown on Attachment 3, Exhibit "A"; and

WHEREAS, because this amendment amends the text of the Comprehensive Plan, the City Clerk caused to be published in a newspaper of general circulation in the City of Bartow of general interest and readership in the community and not one of limited subject matter, a notice of the public hearing when this proposed map amendment to the Comprehensive Plan would be considered by the City Commission on first reading, said notice in the form and manner required by Section 166.041, Florida Statutes, and being published at least seven (7) days before said public hearing; and

WHEREAS, in accordance with the Coordinated State Review procedures required by Section 163.3184(3), the City of Bartow transmitted the proposed amendment and supporting data and analysis to the applicable review agencies.

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF BARTOW, FLORIDA:

Section 1. The text of the Future Land Use Element of the Comprehensive Plan of the City of Bartow is hereby amended, as shown in Attachments 1 - 3, Exhibit "A", which is attached and made a part hereof.

Section 2. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3. Any scrivener's error created as a result of the passage of this ordinance may be corrected by City of Bartow staff, without further legislative action, so long as the intent of this ordinance is preserved, by filing a revised copy thereof with the City Clerk's office with the terms "Staff Revised" and the revision version number in the style of the ordinance.

Section 4. After passage on first reading, notice of the second reading and public hearing on the ordinance before the City Commission shall be published at least five (5) days before the hearing, and at least three copies of this Ordinance, in the form in which it has been passed on first reading, shall be made available for public inspection in the Office of the City Clerk of the City of Bartow for the entire period between readings.

Section 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Section 6. A copy of this enacting ordinance and City of Bartow Comprehensive Plan shall be located in the Office of the City Clerk of Bartow. The City Clerk shall also make copies available to the public for a reasonable publication charge.

INTRODUCED AND PASSED on First Reading the _____ day of _____, 2025.
PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the City Commission of Bartow, Florida, this ____ day of _____ , 2026.

ATTEST WITH SEAL:

By: _____
Jacqueline Poole, City Clerk

CITY OF BARTOW

By: _____
Tanya Tucker, Mayor

Approved as to correctness and form:

By: _____
Sean R. Parker, City Attorney

Approved as to substance:

By: _____
Mike Herr, City Manager

EXHIBIT "A"
ORDINANCE NO. 2025-23

FUTURE LAND USE ELEMENT TEXT AMENDMENTS
AMENDMENT #CPA-25-03-TEXT

CLEAR SPRINGS LAND COMPANY, LLC
(CLEAR SPRINGS SECTOR PLAN)

POLK COUNTY, FLORIDA

BARTOW, FLORIDA

ATTACHMENT 1
Changes to Future Land Use Element

PROPOSED CHANGES SHOWN IN STRIKETHROUGH AND UNDERLINE

Policy 3.2.7: For purposes of consistency review of any DSAP application or its amendment:

b. Each DSAP shall be consistent with the overall Figure CPO - 5: Anticipated "Buildout" Land Utilization and Development Program in CPO Section 3.3. For purposes of DSAP consistency review, such: ~~2030~~ 2041 Anticipates "Buildout" Land Utilization and Development Program shall be applied as described in CPO Section 3.3.

Anticipate Buildout Land Utilization and Development Program

Land Use Entitlements	**Phase I** 2022-2041	**Phase IIA** 2026-2041	**Phase IIB** 2026-2041	**Phase III** 2037-2041	**Total**
Residential (dwelling units)					
Single Family Detached	1,500	1,151	1,097	1,800	5,548
Single Family Attached	900		1,200	900	3,000
Multifamily	600		550	300	1,450
Total	3,000	1,151	2,847	3,000	9,998
Non-Residential (sq. ft.)					
Industrial	2,500,000		7,850,000	5,000,000	15,350,000
Office	500,000		1,596,830	707,500	2,804,330
Retail	500,000		451,670	150,000	1,101,670
Research & Development	750,000		1,087,500	662,500	2,500,000
Training Center	75,000		25,000	0	100,000
Hotel	150 rooms		150 rooms	0	300 rooms
Schools					
Elementary	1		1	0	2
Middle	0		1	0	1
High	0		0	0	0
Recreation/Open Space (acres)					
Golf Course *	0	0	150 acres	0	150 acres
Major Parks/Open Space					440 acres

* The golf course is permitted to occur within the Clear Springs Residential and Recreation / Open Space designations on Map DSAP#1 - 2. If a golf course is not developed, the estimated 150 acres of land anticipated and permitted to be used for this purpose will be used as otherwise permitted by these designations; however, no increase in the maximum number of residential units or the amount of other permitted land uses identified in this Figure DSAP#1 - 1 may occur.

ATTACHMENT 2
Changes to Future Land Use Element

PROPOSED CHANGES SHOWN IN STRIKETHROUGH AND UNDERLINE

Policy 3.2.7: For purposes of consistency review of any DSAP application or its amendment:

h. Clear Springs may modify the allocation of the Land Use Entitlements (the "Re-Allocation Allowance") set forth in Phase I, Phase IIB (but not Phase IIA), and Phase III of the Anticipated Buildout Land Utilization and Development Program incorporated into the Detailed Specific Area Plan #1 (DSAP) Clear Springs Sector Plan provision of the City of Bartow Comprehensive Plan based upon the provisions of the Clear Springs Sector Plan Equivalency Matrix set forth below, prepared in accordance with the standards established by the Institute of Transportation Engineers. Clear Springs shall submit a written request for any such Re-Allocation Allowance demonstrating that the modified allocation does not result in an increase of the maximum number of overall trips reflected in the then existing Anticipated Buildout Land Utilization and Development Program, a calculation, pursuant to the Clear Springs Sector Plan Equivalency Matrix, of the daily trip re-allocation resulting from the modified allocation of Land Use Entitlements, and a modified Anticipated Buildout Land Utilization and Development Program that reflects the results of such Re-Allocation Allowance. No further traffic analysis is required for such Re-Allocation Allowance. The City may administratively approve the requested Re-Allocation Allowance submitted in accordance with this provision.

Land Use Equivalency Matrix

CHANGE FROM: \ CHANGE TO:	110: Industrial	210: Single Family Detached	220: Multi-Family	215: Single Family Attached	310: Hotel	540: Training Center	710: Office	760: Research & Development Center	820: Retail
110: Industrial		0.691 du/ksf	1.275 du/ksf	1.14 du/ksf	1.102 room/ksf	5.909 student/ksf	0.451 ksf/ksf	0.663 ksf/ksf	0.191 ksf/ksf
210: Single Family Detached	1.446 ksf/du		1.843 du/du	1.649 du/du	1.593 room/du	8.545 student/du	0.653 ksf/du	0.959 ksf/du	0.276 ksf/du
220: Multi-Family	0.785 ksf/du	0.543 du/du		0.895 du/du	0.864 room/du	4.636 student/du	0.354 ksf/du	0.52 ksf/du	0.15 ksf/du
215: Single Family Attached	0.877 ksf/du	0.606 du/du	1.118 du/du		0.966 room/du	5.182 student/du	0.396 ksf/du	0.582 ksf/du	0.168 ksf/du
310: Hotel	0.908 ksf/room	0.628 du/room	1.157 du/room	1.035 du/room		5.364 student/room	0.41 ksf/room	0.602 ksf/room	0.174 ksf/room
540: Training Center	0.169 ksf/student	0.117 du/student	0.216 du/student	0.193 du/student	0.186 room/student		0.076 ksf/student	0.112 ksf/student	0.032 ksf/student
710: Office	2.215 ksf/ksf	1.532 du/ksf	2.824 du/ksf	2.526 du/ksf	2.441 room/ksf	13.091 student/ksf		1.469 ksf/ksf	0.424 ksf/ksf
760: Research & Development Center	1.508 ksf/ksf	1.043 du/ksf	1.922 du/ksf	1.719 du/ksf	1.661 room/ksf	8.909 student/ksf	0.681 ksf/ksf		0.288 ksf/ksf
820: Retail	5.231 ksf/ksf	3.617 du/ksf	6.667 du/ksf	5.965 du/ksf	5.763 room/ksf	30.909 student/ksf	2.361 ksf/ksf	3.469 ksf/ksf	

Notes:
1. Land use changes are based on the PM peak hour of adjacent street traffic, one hour between 4 and 6 PM.
2. Equivalency factors are based on the ***ITE Trip Generation Manual, 11th Edition***, trip end rate for each land use.
3. The land use equivalency matrix is applicable to Phase I, Phase IIB, and Phase III of the Clear Springs Detailed Area Sector Plan (DSAP) #1. Land use changes may only occur within the same Phase of the DSAP.

ATTACHMENT 3
Changes to Future Land Use Element

PROPOSED CHANGES SHOWN IN STRIKETHROUGH AND UNDERLINE

Policy 3.3.38: In order to support an economically efficient development pattern and to satisfy the City's policy to encourage the use of local renewable energy resources and alternative energy systems in the City, Utility-owned Renewable Generation Systems are allowed in all Clear Springs land use designations except for Clear Springs Recreation/Open Space, Clear Spring Conservation, and Clear Springs Wetland designations, provided that Renewable Generation Systems are allowed in the Clear Spring Conservation and Clear Springs Wetland designations provided that the necessary approvals and permits are obtained from Southwest Florida Water Management District, the Army Corps of Engineers or other applicable regulatory agencies. Development standards for such use shall be developed and implemented that address land use compatibility, operating standards, system maintenance, length of service expectations, decommissioning timeframes, and site restorations.

Case #DA-22-01 - First Amendment to Development Agreement Between City of Bartow, Florida and Clear Springs Land Company, LLC

Planning Department Staff Report

City Commission Dates: March 2, 2026
March 16, 2026

GENERAL INFORMATION

Request: Review and consideration by the City Commission of the City of Bartow of a request by Clear Springs Land Company, LLC, to amend a previously approved Development Agreement with the City of Bartow.

Applicants: Timothy F. Campbell, Esquire
Clark, Campbell, Lancaster, Workman & Airth, P.A.

Owner: Clear Springs Land Company, LLC

Location: The property that is subject to the agreement is generally located East of Highway 17, West of Rifle Range Road and North of Highway 60, East of Highway 17 and South of Highway 60, West of Highway 17 and North and South of County Road 640 and West of County Road 555 and North of County Road 640, all within the City Limits of the City of Bartow.

Approval Authority: Sections 163.3220 through 163.3243, F.S., the Florida Local Government Development Agreement Act ("Act"), authorize the City to enter into binding development agreements with persons having a legal or equitable interest in real property located within the City. The Act authorizes local governance by ordinance to establish procedure and equitable requirements to consider and enter into development agreements, and amend previously approved development agreements, to encourage a stronger commitment to comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development, and to provide certainty to developers in the approval of development and assurances that they may proceed in accordance with existing laws and policies subject to the conditions of such development agreements. Pursuant to Section 163.3223 of the Act, the City has adopted Section 6.02.00 of the Uniform Land Development Code (ULDC), establishing procedures and requirements to consider and enter into development agreements and further sets forth the requirements and standards to be used in the application, approval, and implementation of development agreements.

STAFF ANALYSIS:

The original Development Agreement "Agreement" was approved by the City Commission on February 7, 2022. By the terms of the Agreement, the City granted a credit in the amount of $2,486,885.33 to Clear Springs, which it may use toward the payment of water impact fees and

connection charges at the time of building permit issuance. The City also granted a credit in the amount of $2,302,005.55 toward the payment of wastewater impact fees and connection charges related to the development of the Property. The Agreement addressed a variety of details regarding the credit towards impact fees and connection charges and recited the history of the relationship between the parties and the future development of the property. The credit amounts were made to be assignable to other parties, and it is anticipated that Clear Springs will utilize some of all of the credit amounts as part of a larger deal with a future developer within the DSAP #1 area. The Agreement also addresses future irrigation water systems on the Clear Springs property. It is intended to last 30 years at which time it will expire, and it may be extended by mutual consent of the parties, subject to the results of a public hearing.

The First Amendment to the Development Agreement Between City of Bartow, Florida and Clear Springs Land Company, LLC substitutes an updated legal description to incorporate additional land into the total acreage covered by the Agreement. The additional land consists of approximately 369 acres and is known as *Emilie East*. The Agreement will continue to allow for water and wastewater credit towards impact fees and connection charges related to development activities permissible pursuant to the Clear Springs Detailed Specific Area Plan #1 ("DSAP #1"), Clear Springs Sector Plan ("Sector Plan"), City of Bartow Comprehensive Plan, other subsequent land development approvals, and otherwise in accordance with all local, state and federal rules and regulations, on approximately 18,210 (+/-) acres of land. Except as set forth therein, all other terms and conditions of the Agreement shall remain in full force and effect, and the parties shall comply with all provisions of the Agreement, as hereby amended. The provisions of this First Amendment shall control over inconsistent and contrary provisions in the Development Agreement.

PUBLIC NOTICE

Public notice of the request was published in the local newspaper and posted on the City website and City Hall bulletin board.

IMPACT ANALYSIS

The First Amendment and the terms thereof must be consistent with the City's Comprehensive Plan and Unified Land Development Code. After reviewing the various Ordinances, Agreements and Plans adopted related to the overall Clear Springs project, it is City staff's opinion that these requirements have been satisfied.

STAFF RECOMMENDATION

The terms of the First Agreement are consistent with the City's Comprehensive Plan and ULDC. It is City staff's opinion that the standards to approve this amendment as requested by the applicant have been satisfied.

MOTION

Accept staff recommendation and approve at first public hearing and to schedule second and final public hearing for final approval at the March 16, 2026, City Commission Regular Meeting.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("**First Amendment**") is entered into on the Effective Date (defined below), by and between **Clear Springs Land Company, L.L.C.**, a Delaware limited liability company, and its assigns (the "**Developer**"), and the **City Of Bartow**, a Florida municipal corporation (the "**City**"), and amends that certain Development Agreement with an effective date of February 24, 2022 (the "**Development Agreement**").

RECITALS:

WHEREAS, the Developer and City entered into the Development Agreement; and

WHEREAS, the Development Agreement provides that no successor in interest to or assign of Developer may amend, modify, add to, alter or vary the terms of provisions of this Agreement unless Developer has specifically assigned such right to a successor in interest or assign and, in such event, only to the extent of such assignment; and

WHEREAS, the Development Agreement provides that Developer may assign, in whole or in part, the Development Agreement without the written consent of the City, including, without limitation, to a Community Development District, provided that Developer provides written notice of any such assignment to the City; and

WHEREAS, all terms and conditions not specifically defined herein shall have the meaning set forth in the Development Agreement; and

WHEREAS, the Developer and City desire to amend the Development Agreement to substitute an updated legal description; and

WHEREAS, the Developer and City have negotiated the terms of this First Amendment, agree to be bound hereby and executed this First Amendment to consent, agree to and acknowledge the provisions set forth herein; and

IT IS THEREFORE, in consideration of the agreements and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Developer and City, the parties hereto agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. Legal Description. The Legal Description for the Property shall be modified as reflected in the attached Exhibit "A," attached hereto and incorporated herein by reference, which shall replace the Exhibit "A" to the Development Agreement in its entirety.

3. Terms and Conditions. Except as set forth herein, all other terms and conditions of the Development Agreement shall remain in full force and effect, and the parties shall comply

with all provisions of the Development Agreement, as hereby amended. The provisions of this First Amendment shall control over inconsistent and contrary provisions in the Development Agreement.

4. Effective Date. The effective date of this First Amendment shall be the date upon which the last of the parties hereto has executed this First Amendment.

IN WITNESS WHEREOF, authorized representatives of Developer and the City have executed this First Amendment, incorporating the exhibit attached hereto, as of the day and year indicated after their respective signatures.

Clear Springs Land Company, LLC,
a Delaware limited liability company

By: _____

Its: _____

Date: _____

City of Bartow,
a Florida municipal corporation

By: _____

Print Name: _____

Title: Mayor

Date: _____

Attest: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The legal description of the Property consists of the following 72 pages. It is the same legal description that was used in the preparation of the Clear Springs Sector Plan Conceptual Plan Overlay. The Clear Springs Sector Plan Conceptual Plan Overlay was approved (Ordinance #2008-13) by the Bartow City Commission on September 15, 2008, along with the parcel described in Exhibit "A1" (the "**Additional Property**") attached hereto and incorporated herein by reference.

Appendix "C" - LEGAL DESCRIPTION – CLEAR SPRINGS SECTOR PLAN AREA

NOTES FOR APPENDIX "C":

1) The Clear Springs Sector Plan area includes land described within the legal descriptions reproduced within this Appendix "C." All but two of these legal descriptions can be found as legal descriptions associated with deeds previously recorded within the Public Records of Polk County, Florida. The pages within this Appendix show the O.R. Book references.

2) The land area legally described in this Appendix is also generally shown on Map CPO - 1. In the event of any discrepancy between the Map and the legal description, the legal description shall govern.

3) The Clear Springs Sector Plan area consists of the following lands as described in the following instruments previously recorded within the Public Records of Polk County, Florida:

Subject Properties:

- Lands described in Official Record Book 4604, Page 1408
- Lands described in Official Record Book 4508, Page 118
- Lands described in Official Record Book 4456, Page 1571
- Lands described in Official Record Book 4685, Page 1850

Less and except the following:

- Lands described in Official Record Book 4489, Page 1164
- Lands described in Official Record Book 5667, Page 1676
- That part of the South 300 feet of the W-1/2 of the NW-1/4 of NW-1/4 of Section 28, Township 30 South, Range 25 East, Polk County, Florida, lying West of U.S. Highway 17.
- The South 300 feet of the NE-1/4 of NE-1/4 of Section 29, Township 30 South, Range 25 East, Polk County, Florida.

INSTR # 2001003553
OR BK 04604 PG 1408
RECORDED 01/05/2001 04:04 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DOC TAX PD(F.S.201.02) 0.70
DEPUTY CLERK J Ford

This instrument prepared by and return to:

James A. Park, III
Holland & Knight LLP
PO Box 1526
Orlando, FL 32802

RV

HOLLAND & KNIGHT
P O BOX 32092
LAKELAND, FL 33815

CORRECTIVE
SPECIAL WARRANTY DEED

The Grantor, **IMC PHOSPHATES COMPANY,** formerly known as IMC-AGRICO COMPANY, a Delaware general partnership, whose address is Post Office Box 2000, Mulberry, Florida 33860-1100, in consideration of the sum of ten dollars and other valuable considerations received from the Grantee, Clear Springs Land Company, L.L.C., a Delaware limited liability company, whose mailing address is c/o S.N. Phelps & Co., 55 Railroad Avenue, Greenwich, Connecticut 06830 hereby grants and conveys to the Grantee the real property described on **Exhibit A** attached hereto and herein called the "Property."

This conveyance and title to the Property are or may be subject to the title matters identified on **Exhibit B** hereto.

This Corrective Deed is given to correct various scrivener's errors in the legal description of that certain deed from Grantor to Grantee, dated July 15, 1999, filed July 16, 1999 in Official Records Book 4281, Page 1588, Polk County.

As against all persons claiming by, through or under the Grantor, the Grantor hereby covenants that the Property is free of all encumbrances, except as stated herein, that lawful seisin of and good right to convey the Property are vested in the Grantor, and the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

The Grantor hereby reserves in and with respect to the Property, for the term provided for herein, ownership of all phosphate, phosphate rock and phosphatic substances in and under the Property and all other minerals and materials that may be mined or recovered incident to the mining of such phosphate, phosphate rock or other phosphatic substances, together with full and complete rights at any time or times, to mine and remove any and all such minerals and materials in any manner that Grantor in its sole discretion shall deem required or convenient and to use the surface and subsurface of the Property in any manner required or convenient in connection with mining,

drilling for, removing, extracting, refining, processing, beneficiating, upgrading, treating, storing, drying, handling, shipping, transporting, selling and marketing any and all such minerals and materials so owned by Grantor, or any other minerals and materials from other lands, and for the storage and disposal of wastes and debris resulting therefrom, which rights in Grantor shall include all rights in connection with such activities to (i) injure the surface and subsurface of the Property, (ii) damage, destroy, or dismantle any improvements, crops, or timber now or hereafter on the Property, (iii) build, erect, maintain, grant easements for, use and operate roads, railroads, electric transmission lines, communication lines, pipelines, ditches, dams, dikes, settling areas, reservoirs, storage facilities, loading and shipping facilities, washing plants, flotation plants, and other beneficiation treatment facilities on the Property, (iv) make consumptive and other use of water on or from the Property and drill and use water wells thereon, and (v) use the Property for the disposal of tailings, sands, clays, slimes, and other wastes resulting from, and for any other purpose related to, the mining, drilling for, extracting, refining, processing, beneficiating, treating, storing, drying, handling, shipping, and transporting of phosphate or other minerals mined by Grantor or Grantor's associates, successors, or assigns. The phosphate, minerals, materials, and other rights, privileges, and interests hereby reserved by Grantor are herein referred to as the "Mineral Interest."

Grantee recognizes that the activities of Grantor in connection with exploitation of the Mineral Interest may substantially change the elevation, contour and condition of the Property and may result in lakes, ponds, dams, dikes, and accumulations of waste materials thereon, and may impair or destroy the value of the Property, including the surface and other interests owned by Grantee in the Property, and Grantee agrees that Grantee's ownership and use of the Property, including the right to mine and extract oil, gas and other minerals as herein provided shall be inferior and subordinate to Grantor's Mineral Interest. However, in its mining and in all other activities of Grantor on the Property, Grantor will comply with all applicable governmental laws and regulations.

The Mineral Interest hereby reserved by Grantor does not include any minerals except for those specifically identified above and reserved by Grantor, and Grantee is the owner of all other minerals, including without limitation, all oil, gas, other hydrocarbons and sulfur, together with the rights, in Grantee, and Grantee's successors and assigns, to prospect, drill, mine, produce and remove such oil, gas, other hydrocarbons and sulfur, provided that the exercise of those rights is subordinate to and does not interfere with the rights of Grantor as provided for herein.

With respect to the Mineral Interest and other rights and interests hereby reserved by Grantor, Grantor and Grantee further agree as set forth below.

1. Within the Property, Grantor has the right, in its sole discretion, to select the areas of the Property to be mined and the areas not to be mined and the areas of the Property to be used for other purposes for which Grantor is allowed to use the Property as provided herein. Grantor is not required to mine any of the Property. At any time when Grantor is allowed to mine and otherwise use the Property, Grantor may begin mining, cease mining and recommence mining as Grantor desires.

2. Prior to the commencement of any active mining activities Grantor will be responsible, at its own expense, for obtaining all permits necessary for Grantor's mining activities.

3. In connection with its mining and reclamation activities on the Property, Grantor, at Grantor's expense, will promptly comply or cause to be complied with, all requirements of all present and future laws, orders, ordinances, rules and regulations (including those relating to pollution or the protection of the environment) of the United States of America, the State of Florida, Polk County, and all other governmental agencies having jurisdiction to impose any duties, obligations, or restrictions upon Grantor or Grantee with respect to the Property, the Mineral Interest, and the mining thereof, including, without limitation, the reclamation of any part of the Property as required by law.

4. Grantor's reserved rights to explore for, mine and extract minerals shall terminate on July 1, 2000, unless earlier released by Grantor.

5. When Grantor completes its mining operations on the Property, or sooner at Grantor's election with respect to any part or parts of the Property, Grantor shall conduct, to the extent practicable and in accordance with customary industry practices and in accordance with all then applicable laws and regulations, reclamation of the surface of the parts of the Property that have been mined or otherwise disturbed to the extent that reclamation is required by law. Except as may be required by then applicable laws, ordinances and regulations, Grantor shall not be obligated to replant trees or otherwise conduct revegetation operations on the Property. Grantor's reclamation obligations as provided for herein shall be satisfied and discharged only when Grantor has completed the reclamation in accordance with all applicable laws, ordinances and regulations and has furnished Grantee appropriate evidence thereof. Grantee shall have no liability for land reclamation obligations arising under reclamation contracts entered into between Grantor and the State of Florida Department of Environmental

Protection pursuant to Chapter 378, Florida Statutes; the Grantor shall retain all liability for obligations arising under such reclamation contracts and the Grantor retains and hereby expressly reserves the right and entitlement to reimbursement from the State of Florida Department of Environmental Protection for land reclamation costs incurred by Grantor. If Grantee commences land development activities in areas that are near to areas reclaimed or under reclamation by Grantor, Grantee shall take all reasonable precautions to assure that the consequences of Grantee's land development activities do not interfere with or adversely affect areas reclaimed or under reclamation by Grantor.

6. Grantor hereby further reserves easements and rights of access for purposes of allowing Grantor to complete all land reclamation activities required by applicable county and state laws and regulations, including, without limitation, the right to build, maintain and repair, use and operate roads, ditches, discharge points, electric transmission lines, catch basins, communications lines and pipelines, to move drive lines, equipment, personnel and materials across the property; provided, however, such reserved easements and rights of access relating to Grantor's reclamation activities shall terminate upon the completion of land reclamation and the formal release of the affected lands by applicable county and state agencies.

7. Until the completion of its land reclamation activities and the formal release of the affected lands by applicable county and state agencies, Grantor further reserves: (i) any and all rights to the consumptive use of subsurface water to the extent such rights are or may be based on or derived from ownership of the Property, (ii) the right to drain and flow water across the Property, (iii) the right to remove and use sand tailings on the Property for on-site and off-site land reclamation projects of the Grantor; and (iv) the right to enter upon the Property and take such action as Grantor believes necessary or desirable to prevent or contain spills originated upon the Property as a result of Grantor's mining or reclamation activities or on Grantor's lands beyond the boundaries of the Property.

8. Grantor hereby further reserves for the benefit of the lands described in Exhibit A-1 (the "Retained Lands") non-exclusive easements for ingress and egress of vehicular and pedestrian traffic and for utilities purposes; provided, however, that such easements, as to each portion of the Retained Lands, shall automatically terminate upon the conveyance of that portion of the Retained Lands by Grantor to Grantee.

9. Grantor shall have the sole discretion regarding the manner, method and conduct of its operations and its use of the Property, subject to compliance with all applicable laws, ordinances, and regulations. Grantor

shall promptly discharge any lien that may arise against the Property as a result of Grantor's mining or other activities on or with respect to the Property.

10. Grantor shall pay and discharge all severance taxes, mining taxes, license taxes and fees, personal property and equipment taxes, and similar taxes assessed with respect to Grantor's mining operations and mining plants and facilities. Grantee will pay all ad valorem real property taxes assessed with regard to the Property.

11. Grantor agrees to and does hereby indemnify and hold Grantee harmless from and against all claims, demands, suits, or causes of action for damages and injury of any kind to persons and property arising out of Grantor's activities on or about the Property. Grantee agrees to and does hereby indemnify and hold Grantor harmless from and against all claims, demands, suits, or causes of action for damages and injury of any kind to persons and property arising out of Grantee's activities on or about the Property.

12. Whenever requested by Grantor, Grantee agrees to join in the execution of instruments granting to third parties easements or rights-of-way across the Property for roads, railroads, electric powerlines, pipelines, and other utilities.

13. Grantor shall not be liable for any failure or delay in the performance of any of its obligations hereunder if and to the extent that such delay or failure is due in whole or in part to any contingency or cause of any nature beyond Grantor's reasonable control, including, without in any way limiting the generality of the foregoing, acts of God, war, insurrection, riot, storm, flood, or other adverse weather condition, strike, lockout, or other labor difficulty (from whatever cause arising, and whether or not the demands of the employees are reasonable or within Grantor's power to grant), law, act, order, regulation, ordinance, instruction or request of government or other public authority, failure to obtain or loss or suspension of necessary licenses or permits, or curtailments or suspensions of operations to remedy or avoid an actual or alleged violation of federal, state, or local pollution, safety, health, or welfare standards as may be in effect from time to time. In the event of the happening of such a contingency or cause, the time for Grantor's performance shall be extended for the time that Grantor's performance was so prevented.

14. All notices and communications hereunder shall be in writing and may be given by the parties (a) by mail or expedited mail service, such as Federal Express, at their respective addresses contained herein, or (b) by telecopy or facsimile transmission, or (c) by manual delivery. Notices given by mail, including expedited delivery, shall be deemed given when deposited

with the carrier, properly addressed and with postage paid or charged to the sender. Notices given by telecopy or facsimile transmission shall be deemed given when received at the correct telephone number for the addressee. Notices given by manual delivery shall be deemed received when actually received at the address of the addressee. Either party hereto may change its address for the purpose of receiving notices and communications by giving written notice thereof to the other party in accordance with the provisions of this paragraph. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or other recognized holiday, the time shall be extended to the next day that is not a Saturday, Sunday, or recognized holiday.

15. Any operations or activities on the Property relating to minerals other than those minerals included in Grantor's reserved Mineral Interest and any taking or use of underground water from the Property shall be subordinate to and shall not materially interfere with Grantor's rights hereunder. Grantee shall give Grantor written notice, reasonably in advance, of any such proposed operations or taking or use of water.

16. Grantor may, at any time, and shall, upon the completion of reclamation and the formal release of the affected lands by applicable county and state agencies, release its interest in part or parts of the Property by executing and delivering to Grantee a quitclaim deed therefor in recordable form. However, no such release shall relieve Grantor of any of its obligations hereunder. No assignment or transfer of Grantee's rights in all or any part of the Property shall operate to diminish Grantor's rights.

17. In addition, Grantor shall, upon request by Grantee, release such portions of the Property that are no longer necessary to or affected by Grantor's mining and reclamation activities.

The foregoing restrictions shall run with title to the Property and be binding upon any and all persons having any ownership interest in the Property. The foregoing restrictions may be enforced by Grantee, or any other owner of any part of the Property, Grantor, any party who succeeds to any of the rights of Grantor, hereunder, or any other person whose interest in the Property will or may be protected by enforcement of the foregoing restrictions. Enforcement may be by an action seeking an injunction to stop or prevent violation of the restrictions, or by any other action (including suits for money damages) or means provided or allowed by Florida law.

As used herein, the terms Grantor and Grantee include and mean the parties hereto and their respective successors and assigns.

DATED as of the 15th day of July, 1999.

Signed in the presence of:

Lynn Jakubowicz
(name) LYNN JAKUBOWICZ

Patricia Holland
(name) PATRICIA HOLLAND
Two witnesses

IMC PHOSPHATES COMPANY, a Delaware general partnership

By: **IMC PHOSPHATES MP, INC.**, a Delaware corporation, as its managing general partner

By: R M Qualls
Name: ROBERT M. QUALLS
as Vice President of
IMC-Agrico MP, Inc.

ADDRESS:
P. O. Box 2000
Mulberry, Florida 33860-1100

STATE OF Illinois

COUNTY OF Lake

The foregoing instrument was acknowledged before me this 21st day of December, 2000, by R.M. Qualls, as Vice President of IMC Phosphates MP, Inc., as the managing general partner of IMC Phosphates Company, on behalf of the corporation and the partnership. Such person is personally known to me or produced a current (less than five years old) driver's license or non-driver's identification card issued by a state in the U.S.A. and having a serial or other identifying number.

OFFICIAL SEAL
KAREN L EVERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/09/02

(SEAL)

Printed/typed name: Karen L Evert
Notary Public-State of Illinois
Commission Number:
Commission expires: 11/09/02

EXHIBIT A

CLEAR SPRINGS LAND COMPANY, LLC

LAND PURCHASE FROM IMC-AGRICO COMPANY

DESCRIPTION
Revised 10/11/00

In Township 30 South, Range 24 East, Polk County, Florida:

Section 13: The S-1/4 of SE-1/4; and

That part of the NW-1/4 of SW-1/4 of SE-1/4 described as: begin at a point on the south boundary of the NW-1/4 of SW-1/4 of SE-1/4 located 121.82 feet east of the southwest corner thereof and run thence north 24°50'00" east 233 feet, thence north 68°30'00" east 85 feet, thence south 41°52'36" east 53.97 feet, thence south 16°54'06" east 83.73 feet, thence south 71°54'44" east 45.71 feet, thence north 74°30'15" east 61.56 feet, thence north 50°58'46" east 50.80 feet, thence south 79°45'00" east 140 feet, thence south 3°20'00" west 129.79 feet to the south boundary of the NW-1/4 of SW-1/4 of SE-1/4, thence along the south boundary thereof south 89°46'06" west 509.77 feet to the point of beginning.

Section 24: The NE-1/4; and that part of the E-1/4 of NW-1/4 lying east of County Road 555; and that part of the E-1/2 of NE-1/4 of SW-1/4 lying north of the following described line: Begin at the northwest corner of the N-1/2 of SE-1/4 of NE-1/4 of SW-1/4, thence southeasterly to the Point of Termination at the southeast corner of said N-1/2 of SE-1/4 of NE-1/4 of SW-1/4; and that part of the SE-1/4 lying north and east of the following described line: Begin at the aforementioned southeast corner of the N-1/2 of SE-1/4 of NE-1/4 of SW-1/4; thence southeasterly to the Point of Termination on the south boundary of Section 24 lying 1100 feet west of the southeast corner thereof.

Section 25: The South 2000 feet; and that part of the North 1600 feet lying east of the following described line: Begin at a point on the north boundary of Section 25 lying 1100 feet west of the northeast corner thereof, thence southeasterly to the Point of Termination on the south boundary of said North 1600 feet of Section 25 lying 300 feet west of the southeast corner thereof.

Section 26: The South 200 feet of the E-1/2.

Section 35: That part lying north of County Road 640 and east of County Road 555.

Section 36: That part lying north of County Road 640.

In Township 29 South, Range 25 East, Polk County, Florida:

Section 25: All LESS the W-1/2 of NW-1/4 and LESS the E-1/2 of NE-1/4.

Section 26: The SW-1/4 of SW-1/4 LESS the east 330 feet of the north 684 feet thereof, and LESS the south 210 feet of the north 474 feet of the west 165 feet of the east 660 feet thereof, and LESS a parcel described as: beginning at a point on the north boundary of the SW-1/4 of SW-1/4, 1,154.87 feet west of the northeast corner of the SW- 1/4 of SW-1/4; thence south 264 feet; thence west 183.11 feet, more or less, to the west boundary of the SW-1/4 of SW-1/4; thence northerly along the west boundary a distance of 264 feet to the northwest corner of the SW-1/4 of SW-1/4; thence east 185.61 feet, more or less, to the point of beginning; and

The SE-1/4 of SE-1/4.

Section 27: All LESS those parts described as:

(a) The N-1/2 of NE-1/4; and LESS

(b) That part of the N-3/4 lying east of 91 Mine Road (as such road existed on September 30, 1980); and LESS

(c) A parcel described as: begin at the southwest corner of the NW-1/4 of NE-1/4, run thence north along the west boundary of Gordon Heights Subdivision Phase Two (Plat Book 52, page 1) a distance of 544.50 feet, thence north 89°47'02" west 400 feet, thence south 544.50 feet, thence south 89°47'02" east 400 feet to the point of beginning; and LESS

(d) A parcel described as: begin at the southwest corner of the NW-1/4 of NE-1/4, run thence south 89°03'46" west a distance of 400 feet, thence south 0°56'14" east a distance of 800 feet, thence north 89°03'46" east a distance of 2,837.83 feet to the centerline of 91 Mine Road (as such centerline existed on September 30, 1980), thence northwesterly along the centerline of 91 Mine Road a distance of 1,233 feet, more or less, to its intersection with the north boundary of the S-1/2 of NE-1/4, thence south

89°03'46" west along said north boundary a distance of 1,517.53 feet to the point of beginning.

and SUBJECT TO: a drainage easement and right-of-way as described in instrument dated January 7, 1998 to POLK COUNTY from IMC-Agrico Company, recorded in Official Records Book 3979, page 785.

Section 28: That part of the E-1/2 lying south and east of U.S. Highway 17.

Section 34: The North 702 feet of the SE-1/4 of SE-1/4 lying east of 91 Mine Road.

and,

That portion of Section 34 described as: commence at the northwest corner of Section 34, run thence north 89°29'57" east, along the north boundary of Section 34 a distance of 1,625.00 feet; thence south 01°22'29" east, parallel with the west boundary of said Section 34 a distance of 187 feet, more or less, to the POINT OF BEGINNING on the centerline of Peace Creek (as such centerline existed on February 1, 1982), thence meandering northeasterly following said centerline of said creek a distance of 560 feet, more or less, to a point on the north boundary of Section 34, thence north 89°29'57" east along said north boundary 800 feet, more or less, to said centerline of Peace Creek; thence meandering southeasterly along said centerline to a point on the east boundary of the W-1/2 of NW-1/4 of NE-1/4; thence south 1,232.00 feet, more or less, to the southeast corner of said W-1/2 of NW-1/4 of NE-1/4; thence west to the southwest corner of said W-1/2 of NW-1/4 of NE-1/4; thence south along the east boundary of the SE-1/4 of NW-1/4 to the southeast corner thereof, thence east along the north boundary of the W-1/2 of NW-1/4 of SE-1/4 to the northeast corner thereof; thence south along the east boundary of said W-1/2 of NW-1/4 of SE-1/4 to the southeast corner thereof; thence east along the north boundary of the SW-1/4 of SE-1/4 to the northeast corner thereof; thence continue east along the north boundary of the SE-1/4 of SE-1/4 a distance of 518.73 feet; thence south 1°42'28" east 1,324.58 feet, more or less, to a point on the south boundary of Section 34 lying 550.93 feet east of the southwest corner of the SE-1/4 of SE-1/4, said south boundary also being the north boundary of Section 3, Township 30 South, Range 25 East; thence south 88°57'43" west along said south boundary approximately 1,460 feet to a point lying 350.00 feet west of the northwest corner of the NE-1/4 of NE-1/4 of Section 3, Township 30 South, Range 25 East; thence north 50°40'17" west

1,204.88 feet, thence north 01°22'29" west 3,248.13 feet to a point on the south boundary of the NE-1/4 of NW-1/4 of Section 34, thence south 89°20'54" west along said south boundary 500.00 feet to a point lying 1,625.00 feet east of the west boundary of Section 34, thence north 01°22'29" west, parallel with said west boundary of Section 34 a distance of 1,157.9 feet, more or less, to the point of beginning.

Section 35: The N-1/2 of NE-1/4 of NE-1/4 LESS that part of the west 400 feet thereof lying south of the mid-channel of Peace Creek (River) (as such mid-channel existed on June 30, 1978); and

That part of the west 365 feet of the SW-1/4 of SW-1/4 lying north of the right-of-way for State Road 60 (as such right-of-way existed on December 16, 1977); and

Part of the SW-1/4 of SW-1/4 described as: commencing at the northwest corner of the SW-1/4 of SW-1/4, run thence north 89°52'41" east 365.0 feet to the POINT OF BEGINNING, thence continue north 89°52'41" east 528.45 feet, thence south 00°40'45" east 247.94 feet, thence north 89°52'41" east 272.94 feet, thence south 00°21'26" east 1,013.89 feet to the north right-of-way line of State Road 60 (as such right-of-way line existed on January 4, 1980), thence west along said north right-of-way line of State Road 60 to a point south of the point of beginning and 365 feet east of the west boundary of the SW-1/4 of SW-1/4, thence north 00°40'45" west 1,266.80 feet, more or less, to the point of beginning.

Section 36: All LESS that part of the SE-1/4 of SE-1/4 described as: commence at the northeast corner of Section 1, Township 30 South, Range 25 East (said corner being on the south boundary of Section 36, Township 29 South, Range 25 East, at a point 736.80 feet west of the southeast corner of Section 36), run thence south along the east section line of Section 1 a distance of 2.35 feet, thence south 89°31'30" west 115.20 feet, thence running from Section 1 into Section 36, north 0°28'30" west 400 feet to a POINT OF BEGINNING, continue thence north 0°28'30" west 400 feet, thence north 89°31'30" east 500 feet, thence south 0°28'30" east 400 feet, thence south 89°31'30" west 500 feet to point of beginning.
and Less,

A 2.0 acre, more or less, parcel of land lying in the SE-1/4 of Section 36, Township 29 South, Range 25 East, Polk County, Florida, all lying north of State Road No. 60, south of State Borrow Pit No. 4 and east of the Haul Route to said Borrow Pit No. 4, said parcel explicitly described as follows:

Commence at the northeast corner of Section 1, Township 30 South, Range 25 East, thence on the township line thereof south 89°32'40" west a distance of 75.21 feet; thence departing said township line north 00°28'30" west a distance of 129.62 feet to a point on the north right-of-way line of State Road No. 60 and the POINT OF BEGINNING; thence north 00°28'30" west a distance of 268.00 feet; thence north 89°31'30" east a distance of 325.07 feet; thence south 00°28'30" east a distance of 268.00 feet to a point on the north right-of-way line of said State Road No. 60; thence on said right-of- way line south 89°31'30" west a distance of 325.07 feet to the POINT OF BEGINNING.

In Township 30 South, Range 25 East, Polk County, Florida:

Section 1: That part of the E-1/2 lying south of the Connersville-Garfield Road; and the S-1/4 of the SW-1/4.

Section 2: That part of the W-1/2 lying south of the Connersville-Garfield Road; and that part of the W-1/4 of E-1/2 lying south of the Connersville-Garfield Road; and the S-1/4 of E-3/4 of SE-1/4; and that part of the N-3/4 of E-3/4 of SE-1/4 lying west of the following described line: Begin at the northwest corner of said N-3/4 of E-3/4 of SE-1/4, thence southeasterly to the Point of Termination at the southwest corner of the NE-1/4 of SE-1/4 of SE-1/4; and that part of the NW-1/4 of NW-1/4 lying north of the Connersville-Garfield and south of State Road 60 and west of the following described line:

Commence at the northeast corner of the NW-1/4 of Section 2 and run thence north 00°31'31" east 11.37 feet to the centerline of State Road 60, thence south 88°54'14" west along said centerline 669.01 feet to the point of intersection with the north boundary of the NW-1/4 of Section 2, thence continue south 89°55'42" west along the road centerline 996.51 feet, thence south 00°04'18" east 33 feet to the south right-of-way line of State Road 60 and the northeast corner of property described in a deed recorded in Official Records Book 343, page 468, public records of Polk County, Florida, thence south 89°55'42" west along the south right-of-way line of State Road 60 and the north boundary of the property described in Official Records Book 343, page 468, a distance of 386.42 feet to the Point of Beginning at the northwest corner of the property described in Official Records Book 343, page 468, thence south 00°22'22" west, parallel with the west boundary of Section 2 a distance of 756.53 feet to the Point of

Termination on the north right-of-way line of Connersville-Garfield Road.

Section 3: The NE-1/4 of NE-1/4;

and,

That part of the east 350 feet of the NW-1/4 of NE-1/4 lying north of the right-of-way of State Road 60 (as such right-of-way existed on February 1, 1982);

and,

The S-1/2 of SE-1/4;

and,

The SE-1/4 of NE-1/4, the NE-1/4 of SE-1/4, and the NW-1/4 of SE-1/4, all LESS that part of the SE-1/4 of NE-1/4 and of the NE-1/4 of SE-1/4 described as: begin 140.49 feet south of the northwest corner of the SE-1/4 of NE-1/4, run thence south 26°27' east 1,104.12 feet, thence south 48°31'22" west 656.41 feet to a point on the west boundary line of the NE-1/4 of SE-1/4, thence north along said west boundary line and along the west boundary line of the SE-1/4 of NE-1/4 a distance of 1,423.11 feet to the point of beginning, and LESS that part of the NW-1/4 of SE-1/4 described as: begin at the northeast corner of the NW-1/4 of SE-1/4, run thence south 243.60 feet, thence south 48°31'22" west 457.91 feet to a point on the north right-of-way line of the Seaboard Coast Line Railroad Company (formerly Seaboard Air Line Railroad Company and now CSX Transportation, Inc.) (as such right-of-way line existed on April 15, 1969), thence northwesterly along said north right-of-way line to the west boundary line of the NW-1/4 of SE-1/4, thence north to the northwest corner of the NW-1/4 of SE-1/4, thence east to the point of beginning;

and,

That part of the SW-1/4 lying south of the right-of-way of the Seaboard Cost Line Railroad Company (formerly Seaboard Air Line Railroad Company and now CSX Transportation, Inc.) (as such right-of-way existed on April 15, 1969), LESS that part of the W-1/2 of SW-1/4 described as follows:

BEGIN at the southwest corner of Section 3, being Point No. 800; thence N 00°09'23"W 2532.23 feet along the west boundary of Section 3 to Point No. 2258; continuing thence from point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)
2258	S 88 59 58 E	1084.29	2259
2259	S 00 05 26 E	645.86	2260
2260	S 45 01 45 W	709.40	2261
2261	S 18 28 48 E	168.49	2262
2262	S 47 44 50 E	452.64	2263
2263	S 12 48 05 E	856.43	2264

Point No. 2264 being on the south boundary of Section 3; thence S 86°41'25"W 1156.49 feet to the POINT OF BEGINNING, being Point No. 800.

Section 9: The E-1/2 of NE-1/4 of SE-1/4, and the NE-1/4 of SE-1/4 of SE-1/4.

Section 10: All LESS that part of the S-1/4 of SW-1/4 described as: begin at the southwest corner of said Section 10, then run north 1°10'20" east along the west boundary thereof 629.13 feet, then south 89°44'14" east 1,219.43 feet, then south 32°00'00" west 746.95 feet to the south boundary of said section, then north 89°18'42" west along said south boundary 836.52 feet to the point of beginning; and LESS that part of the W-3/4 described as follows:

BEGIN at the northwest corner of Section 10, being Point No. 800; thence N 86°41'25"E 1156.49 feet along the north boundary of Section 10 to Point No. 2264; continuing thence from point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)
2264	S 14 03 53 E	2494.34	6003
6003	S 15 01 28 E	162.80	4606
4606	N 85 38 50 E	777.34	4607
4607	S 30 01 46 W	1256.69	4608
4608	S 63 29 37 E	87.39	4609
4609	N 31 49 55 E	735.64	4610
4610	N 77 55 52 E	186.52	4611
4611	S 30 38 15 E	2304.72	4612
4612	S 00 52 29 W	144.08	1820

Point No. 1820 being on the south boundary of Section 10; thence N 89°50'00"W 1353.15 feet along the south boundary of Section 10 to Point No. 1821; continuing thence from point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)
1821	N 02 50 45 E	572.84	4709
4709	N 14 54 42 W	187.31	4708
4708	N 46 06 03 W	353.34	4707
4707	N 69 34 12 W	335.18	4706
4706	N 27 32 34 E	267.29	4705
4705	N 61 08 56 W	68.39	4704
4704	S 29 59 46 W	370.64	4703
4703	N 86 37 45 W	1632.62	4702
4702	N 01 53 38 W	1122.61	4701
4701	N 29 28 56 W	131.486024	

Point No. 6024 being on the west boundary of Section 10; thence N 00°32'15" E 2640.70 feet along the west boundary of Section 10 to the POINT OF BEGINNING, being Point No. 800.

Section 11: All.

Section 12: All LESS the SE-1/4.

Section 14: (a) The W-3/4;

(b) The N-1/2 of NE-1/4 of NE-1/4; and

(c) That part of the S-3/4 of E-1/2 of SE-1/4 described as: begin at the northwest corner of the S-3/4 of E-1/2 of SE-1/4, run thence east along the north boundary of said S-3/4 of E-1/2 of SE-1/4 a distance of 41.80 feet, thence southeasterly to a point on the south boundary of the SE-1/4 of SE-1/4 located 500 feet east of the southwest corner of the SE-1/4 of SE-1/4, thence west 500 feet to the southwest corner of the SE-1/4 of SE-1/4, thence north 1,989.77 feet to the point of beginning.

Section 15: All LESS that part of the NW-1/4 of NW-1/4 of Section 15 described as follows: begin at the northwest corner of Section 15 and run south 89°18'42" east, along the north boundary of said section, 836.52 feet to a point which lies 200.00 feet northwesterly of an existing mine road; thence south 32°00'00" west, parallel with and 200.00 feet distant from said mine road, 1,287.52 feet, to a point which lies 1,100.00 feet south of the north boundary of said section; thence north 89°18'42" west, parallel with the north boundary of said section 166.34 feet to the west boundary of said section; thence north 0°37'58" east, 1,100.00 feet along said boundary to the point of beginning;

and LESS that part described as follows:

From Point No. 125 at the northwest corner of Section 15, run S 89° 50' 00" E 2464.09 feet along the north boundary of Section 15 to the POINT OF BEGINNING, being Point No. 1821, not monumented; continuing thence from point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)
1821	S 02 50 45 W	992.09	4710
4710	S 39 11 59 W	1218.15	4711
4711	S 47 13 16 W	1350.17	4712
4712	S 01 38 03 E	2598.55	4713

Point No. 4713 being on the south boundary of Section 15; thence N 88°30'26"E 1616.60 feet along the south boundary of Section 15 to Point No. 1825; continuing thence from point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)

1825	N 01 09 07 W	62.39	4617
4617	N 88 41 05 W	784.21	4616
4616	N 04 24 14 W	87.26	4615
4615	N 86 14 45 E	565.11	4614
4614	N 20 50 17 E	4749.68	4613
4613	N 00 52 28 E	760.02	1820

Point No. 1820 being on the north boundary of Section 15; thence N 89°50'00"W 1353.15 feet along the north boundary of Section 15 to the POINT OF BEGINNING, being Point No. 1821.

Section 16: (a) The east 1,150 feet of the NE-1/4 LESS the north 1,100 feet thereof;

(b) That part of the S-1/2 of NE-1/4 described as follows: begin at the southwest corner of said NE-1/4, and run north 0°19'15" east, along the west boundary thereof, 200.06 feet; thence north 88°56'33" east, parallel with the south boundary of said NE-1/4, 943.01 feet, to a point which lies 1,700.00 feet from the east boundary of said NE-1/4, thence north 69°08'19" east, 590.31 feet to a point which lies 1,150.00 feet from the east boundary of said NE-1/4; thence south 0°37'58" west, parallel with said east boundary, 400.17 feet to the south boundary of said NE-1/4; thence south 88°56'33" west, along said south boundary, 1,491.42 feet to the point of beginning;

(c) The south 200 feet of the E-1/4 of NW-1/4; and

(d) The S-1/2, including HIGH PINES SUBDIVISION, Plat Book 10, page 24 (now vacated by Resolution of the Board of County Commissioners of Polk County, Florida dated February 16, 1965, Official Records Book 902, page 545).

LESS that part described in deed to Orange Cogeneration Limited Partnership from IMC-Agrico Company dated October 12, 1993 recorded in Official Records Book 3297, page 1303 and LESS that part described in deed to Orange-Co of Florida, Inc. from IMC-Agrico Company dated June 3, 1996 recorded in Official Records Book 3694, page 822.

Section 17: (a) That part of the SE-1/4 of SE-1/4 of SE-1/4 described as: begin at the southeast corner of Section 17, run thence south 89°21'35" west along the south boundary of Section 17 a distance of 431.66

feet, thence northeasterly 475.74 feet, more or less, to a point on the east boundary of Section 17, lying 200.79 feet north of the southeast corner of Section 17, thence south along the east boundary of the section 200.79 feet to the point of beginning;

(b) The south 300 feet of the west 200 feet of the SW-1/4 of SE-1/4 of SE-1/4, and that part of the south 300 feet of SE-1/4 of SW-1/4 of SE-1/4 lying east of the old Bartow-Fort Meade County Road (as such road existed on April 15, 1969);

(c) That part of the SW-1/4 lying west of the Seaboard Coast Line Railroad Company (now CSX Transportation, Inc.), right-of-way, and that part of the S-1/2 of SE-1/4 of SW-1/4 lying east of the Seaboard Coast Line Railroad Company (now CSX Transportation, Inc.) right-of-way, and that part of the S-1/2 of SW-1/4 of SE-1/4 lying west of the old Bartow-Fort Meade County Road (as such railroads and road existed on April 15, 1969).

Section 18: The S-1/2 LESS the E-1/2 of NE-1/4 of NE-1/4 of SW-1/4 and LESS the NW-1/4 of NW-1/4 of SE-1/4 and LESS the east 230 feet of the west 430 feet of the north 230 feet of the NE-1/4 of NW-1/4 of SE-1/4, and LESS begin 430 feet east of the northwest corner of the NE-1/4 of NW-1/4 of SE-1/4, run thence east to the northeast corner of the NE-1/4 of NW-1/4 of SE-1/4, thence south along the east boundary thereof 380 feet, thence west, parallel to the north boundary of the NE-1/4 of NW-1/4 of SE-1/4 to a point 380 feet south of the point of beginning, thence north to the point of beginning and LESS that part, if any, of the north 380 feet of the NW-1/4 of NE-1/4 of SE-1/4 lying west of Noralyn Mine Road (as such road existed on March 7, 1986).

Section 19: All.

Section 20: (a) That part of the NE-1/4 of NE-1/4 of NE-1/4 described as: begin at the northeast corner of Section 20, run thence south 00°56'25" east along the east line of Section 20 a distance of 142 feet, more or less, to the centerline of the channel of Six Mile Creek, thence westerly following the centerline 241 feet, more or less, to a point on the easterly right-of-way line of Six Mile Creek, thence north 00°43'00" west 45 feet, more or less, to the northerly right-of-way line of Six Mile Creek, thence south 89°17'00" west 335 feet to the easterly right-of-way line of State Road 35 (U.S. 17 and U.S. 98), thence north 00°43'00" west along said right-of-way line 28.07 feet, thence northeasterly 177.89 feet to a point on the north line of Section 20 lying 431.66 feet west of the northeast corner of Section 20, thence north 89°21'35" east along the north line 431.66 feet to

the point of beginning (all as such creek and road existed on October 21, 1980);

(b) That part of the NE-1/4 of NE-1/4 of NE-1/4 described as: begin at the southeast corner of the NE-1/4 of NE-1/4 of NE-1/4, run south 89°21'35" west along the south boundary of the NE-1/4 of NE-1/4 of NE-1/4 a distance of 575.60 feet to the east right-of-way line of State Road 35 (U.S. 17 and U.S. 98) (as such right-of-way existed on December 5, 1978), thence north 0°43'00" west along the east right-of-way line 421.90 feet, thence north 89°17'00" east along the south right-of-way line of Six Mile Creek 335 feet, thence north 0°43'00" west 90 feet, more or less, to the centerline of the channel of Six Mile Creek (as the same existed on January 9, 1969, and as portrayed on a survey of that date prepared by L. R. Isbell and Associates, Inc., a copy of which is recorded in the public records of Polk County, Florida), thence easterly following the centerline 241 feet, more or less, to a point on the east boundary of the NE-1/4 of NE-1/4 of NE-1/4, thence south 0°56'25" east along the east boundary 518 feet, more or less, to the point of beginning;

(c) That part of the north 200 feet of the SE-1/4 of NE-1/4 of NE-1/4 lying east of U.S. Highway 17 (as such highway existed on April 15, 1969);

(d) That part of the north 300 feet of the S-1/2 of SE-1/4 of NE-1/4 lying west of the right-of-way of U.S. Highway 17 (as such right-of-way existed on May 28, 1965);

(e) That part of the N-1/2 of NE-1/4 lying west of U.S. Highway 17 (as such highway existed on April 15, 1969) LESS that part thereof described as: begin 2.12 chains north of the southwest corner of the NE-1/4 of NE-1/4, run thence south 81°20' east to the west right-of-way line of U.S. Highway 17 (as such right-of-way existed on April 15, 1969), thence south along the west right-of-way line to the south boundary of the N-1/2 of NE-1/4, thence west to the southwest corner of the N-1/2 of NE-1/4, thence north 5.22 chains to the right-of-way sold by William C. Jordan and wife to Florida Southern Railway Company, thence south 81°20' east along the line of the right-of-way to the point of beginning;

(f) That part of the NW-1/4 of NE-1/4 described as: begin at the southwest corner of the NW-1/4 of NE-1/4, run thence north along the west boundary thereof 345.18 feet, thence southeasterly to a point on the south boundary thereof lying 245.45 feet east of the

southwest corner thereof, thence west along the south boundary 245.45 feet to the point of beginning;

(g) That part of the NE-1/4 of SW-1/4 of NE-1/4 described as: begin at the southwest corner thereof, run thence north along the west boundary thereof 88.52 feet, thence southeasterly to a point on the south boundary thereof lying 90.49 feet east of the southwest corner thereof, thence west along the south boundary thereof 90.49 feet to the point of beginning;

(h) The W-1/2 of SW-1/4 of NE-1/4, and the SE-1/4 of SW-1/4 of NE-1/4 LESS that part of the SE-1/4 of SW-1/4 of NE-1/4 described as: begin on the north boundary thereof at a point 90.49 feet east of the northwest corner thereof, run thence east along the north boundary thereof 581.70 feet, more or less, to the northeast corner thereof, thence south along the east boundary thereof 42.41 feet, thence west parallel to the north boundary thereof 537.58 feet, thence northwesterly 61.31 feet, more or less, to the point of beginning; and

(i) The W-1/2 of SE-1/4, and the W-1/2.

Section 21: (a) The N-1/2 LESS the west 198 feet of the N-1/2 of SW-1/4 of NW-1/4;

(b) That part of the west 198 feet of the N-1/2 of SW-1/4 of NW-1/4 described as: begin 107.5 feet east of the northwest corner of the N-1/2 of SW-1/4 of NW-1/4, run thence east 90.5 feet, thence south 660 feet, more or less, to the south boundary of the N-1/2 of SW-1/4 of NW-1/4, thence west 18 feet, more or less, to the easterly right-of-way line of the Seaboard Coast Line Railroad Company's (formerly Seaboard Air Line Railroad Company and now CSX Transportation, Inc.) Clear Springs spur track (as such track existed on April 15, 1969), thence northwesterly along the right-of-way of said spur track 335 feet, more or less, to a point 35 feet east, at a right angle, of the centerline of the Seaboard Coast Line Railroad Company (now CSX Transportation, Inc.) main track (as such track existed on April 15, 1969), thence north and parallel to said main track to the point of beginning;

(c) That part of the S-1/2 lying east of U.S. Highway 17 (as such road existed on April 15, 1969) LESS those parts of the E-1/2 of SE-1/4 described as follows:

From Point No. 126 at the northeast corner of Section 21, run S 00°12'06"E 2695.41 feet along the east boundary of Section 21 to the POINT OF BEGINNING, being Point No. 1830; continuing thence from point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)
1830	S 83 07 29 W	190.07	4722
4722	S 45 28 20 W	961.13	4723
4723	S 10 47 43 E	316.60	4724
4724	S 84 48 36 E	607.99	4725
4725	S 62 22 16 E	240.68	4726

Point No. 4726 being on the east boundary of Section 21; thence N 00° 12' 06"W 1174.38 feet along the east boundary of Section 21 to the POINT OF BEGINNING, being Point No. 1830.

AND

From Point No. 126 at the northeast corner of Section 21, run S 00° 12' 06"E 4055.29 feet along the east boundary of Section 21 to the POINT OF BEGINNING, being Point No. 4727; continuing thence from point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)
4727	S 78 24 04 W	466.93	4728
4728	S 15 05 22 E	818.21	4729
4729	S 00 30 05 W	345.26	2123

Point No. 2123 being on the south boundary of Section 21; thence N 89°36'16"E 251.74 feet along the south boundary of Section 21 to the southeast corner thereof, being Point No. 36; thence N 00°12'06"W 1227.40 feet along the east boundary of Section 21 to the POINT OF BEGINNING, being Point No. 4727.

(d) That part of the NW-1/4 of SW-1/4 of SW-1/4 lying west of State Road 35 (formerly State Road 2) (as such road existed on September 18, 1962).

Section 22: All LESS that part of the W-1/2 described as follows:

From Point No. 126 at the northwest corner of Section 22, run N 88° 30' 26"E 932.21 feet along the north boundary of Section 22 to the POINT OF BEGINNING, being Point No. 1824, not monumented; continuing thence from point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)
1824	S 29 36 27 E	65.19	4715
4715	S 74 15 43 W	264.54	4716
4716	S 48 41 46 W	242.41	4717
4717	S 02 47 29 W	201.24	4718
4718	S 15 39 19 E	1198.46	4719
4719	S 06 00 01 W	413.26	4720
4720	S 36 55 10 W	784.26	4721
4721	S 83 07 29 W	319.49	1830

Point No. 1830 being on the west boundary of Section 22; thence S 00° 12' 06"E 2587.28 feet along the west boundary of Section 22 to the southwest corner thereof, being Point No. 36; thence N 88° 53' 27"E 1689.67 feet along the south boundary of Section 22 to Point No. 4624; continuing thence from point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)
4624	N 20 31 17 W	1369.72	4623
4623	N 02 38 45 W	277.30	4622
4622	N 22 19 49 E	492.97	4621
4621	N 90 00 00 E	194.20	4620
4620	N 15 28 00 E	2213.15	4619
4619	N 64 50 09 E	214.01	4618
4618	N 01 09 07 W	1071.84	1825

Point No. 1825 being on the north boundary of Section 22; thence S 88°30'26"W 1427.42 feet along the north boundary of Section 22 to the POINT OF BEGINNING, being Point No. 1824.

and LESS

That part of the SW-1/4 of Section 22 lying within the following described parcel:

From Point No. 462 at the southeast corner of Section 27, Township 30 South, Range 25 East, run S 89°39'22" W 1832.00 feet along the south boundary of Section 27 to the POINT OF BEGINNING, being Point No. 4805; continuing thence from point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)
4805	N 00 33 34 W	2057.55	4804
4804	N 87 53 12 W	595.54	4803
4803	N 22 46 02 W	1290.50	2514
2514	N 29 21 06 E	279.28	4801
4801	N 00 53 22 W	3696.80	2532
2532	N 86 33 54 W	918.49	4620

Point No. 4620 being on the easterly line of the conservation easement conveyed by IMC Fertilizer, Inc., to the Board of Trustees of the Internal Improvement Fund of the State of Florida under instrument dated January 10, 1989; continuing thence along the easterly line of the conservation easement from point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)
4620	S 90 00 00 W	194.20	4621
4621	S 22 19 49 W	492.97	4622
4622	S 02 38 45 E	277.30	4623

4623	S 20 31 17 E	1369.72	4624
4624	N 88 53 27 E	520.00	4625
4625	S 05 05 06 E	227.16	4626
4626	S 14 38 52 W	377.26	4627
4627	S 35 45 27 W	257.55	4628
4628	S 12 17 35 W	411.43	4629
4629	S 12 25 31 E	503.80	4630
4630	S 01 17 37 W	279.07	4631
4631	S 32 12 11 E	1026.99	4632
4632	S 63 06 06 E	176.83	4633
4633	S 13 38 08 E	215.06	4634
4634	S 38 46 29 W	116.72	4635
4635	N 75 15 05 W	294.61	4636
4636	S 19 39 23 E	295.20	4637
4637	S 52 09 41 E	595.01	4638
4638	S 01 55 43 W	98.06	4639
4639	N 69 29 50 W	365.45	4640
4640	S 82 16 04 W	914.21	4641
4641	S 00 42 51 E	730.06	4642
4642	S 61 58 08 E	342.59	4643
4643	S 01 03 32 E	509.48	2510

Point No. 2510 being on the south boundary of Section 27; thence N 88°17'14" E 679.22 feet along the south boundary of Section 27 to Point No. 461 at the southeast corner of the SW-1/4 of Section 27; thence N 89°39'22" E 816.66 feet along the south boundary of Section 27 to the POINT OF BEGINNING, being Point No. 4805.

Section 23:

(a) The W-3/4 LESS one acre in the northeast corner of the SE-1/4 of SW-1/4;

(b) The SE-1/4 of SE-1/4;

(c) The S-3/4 of NE-1/4 of SE-1/4; and

(d) The west 500 feet of the E-1/2 of NE-1/4, and the west 500 feet of the N-1/4 of NE-1/4 of SE-1/4; all LESS that part thereof described as: begin at the northeast corner of the west 500 feet of the E-1/4 of said Section 23, and run south 0° 02' 13" west, parallel with the west boundary of the E-1/4, 2,985.73 feet to the south boundary of the N-1/4 of NE-1/4 of SE-1/4 to a concrete monument; thence run south 89° 49' 17" west, along said boundary, 178.80 feet

to a concrete monument; thence northerly, following the east rim of an existing ditch, the following courses and distances: north 1° 37' 10" west, 190.63 feet; north 5° 08' 09" east, 80.39 feet; north 2° 26' 12" east, 126.67 feet; north 9° 00' 59" west, 178.83 feet to the east boundary of the west 300 feet of said E-1/4 of said section; thence north 0° 02' 13" east, along said boundary 102.36 feet; north 9° 19' 06" east, 580.91 feet; north 1° 52' 49" east, 395.88 feet; north 2° 22' 21" west, 1,342.24 feet to a concrete monument on the north boundary of Section 23; thence run north 89° 57' 16" east, along said boundary, 150.00 feet to the point of beginning.

Section 24: The SW-1/4.

Section 25: The W-1/4.

Section 26: All.

Section 27: All LESS those parts of the W-1/2 of SE-1/4 and the W-1/2 described as follows:

BEGIN at the northwest corner of Section 27, being Point No. 36; thence N 88°53'27"E 2209.67 feet along the north boundary of Section 27 to Point No. 4625; continuing thence form point to point as follows:

FROM (Point)	BEARING (°, ', & ")	DISTANCE (feet)	TO (Point)
4625	S 05 05 06 E	227.16	4626
4626	S 14 38 52 W	377.26	4627
4627	S 35 45 27 W	257.55	4628
4628	S 12 17 35 W	411.43	4629
4629	S 12 25 31 E	503.80	4630
4630	S 01 17 37 W	279.07	4631
4631	S 32 12 11 E	1026.99	4632
4632	S 63 06 06 E	176.83	4633
4633	S 13 38 08 E	215.06	4634
4634	S 38 46 29 W	116.72	4635
4635	N 75 15 05 W	294.61	4636
4636	S 19 39 23 E	295.20	4637
4637	S 52 09 41 E	595.01	4638
4638	S 01 55 43 W	98.06	4639
4639	N 69 29 50 W	365.45	4640

4640	S 82 16 04 W	914.21	4641
4641	S 00 42 51 E	730.06	4642
4642	S 61 58 08 E	342.59	4643
4643	S 01 03 32 E	509.48	1831

Point No. 1831 being on the south boundary of Section 27; thence S 88° 17' 14"W 1968.00 feet along the south boundary of Section 27 to the southwest corner thereof, being Point No. 38; thence N 00° 43' 35"W 5300.13 feet along the west boundary of Section 27 to the POINT OF BEGINNING, being the northwest corner of Section 27 and Point No. 36.

And LESS

That part of Section 27 lying within the following described parcel:

From Point No. 462 at the southeast corner of Section 27, run S 89° 39' 22" W 1832.00 feet along the south boundary of Section 27 to the POINT OF BEGINNING, being Point No. 4805; continuing thence from point to point as follows:

FROM (POINT)	BEARING (°, ', & ")	DISTANCE (FEET)	TO (POINT)
4805	N 00 33 34 W	2057.55	4804
4804	N 87 53 12 W	595.54	4803
4803	N 22 46 02 W	1290.50	2514
2514	N 29 21 06 E	279.28	4801
4801	N 00 53 22 W	3696.80	2532
2532	N 86 33 54 W	918.49	4620

Point No. 4620 being on the easterly line of the conservation easement conveyed by IMC Fertilizer, Inc., to the Board of Trustees of the Internal Improvement Fund of the State of Florida under instrument dated January 10, 1989; continuing thence along the easterly line of the conservation easement from point to point as follows:

FROM (POINT)	BEARING (° ' ")	DISTANCE (FEET)	TO (POINT)
4620	S 90 00 00 W	194.20	4621
4621	S 22 19 49 W	492.97	4622
4622	S 02 38 45 E	277.30	4623
4623	S 20 31 17 E	1369.72	4624
4624	N 88 53 27 E	520.00	4625
4625	S 05 05 06 E	227.16	4626
4626	S 14 38 52 W	377.26	4627
4627	S 35 45 27 W	257.55	4628
4628	S 12 17 35 W	411.43	4629
4629	S 12 25 31 E	503.80	4630
4630	S 01 17 37 W	279.07	4631
4631	S 32 12 11 E	1026.99	4632
4632	S 63 06 06 E	176.83	4633
4633	S 13 38 08 E	215.06	4634
4634	S 38 46 29 W	116.72	4635
4635	N 75 15 05 W	294.61	4636
4636	S 19 39 23 E	295.20	4637
4637	S 52 09 41 E	595.01	4638
4638	S 01 55 43 W	98.06	4639
4639	N 69 29 50 W	365.45	4640
4640	S 82 16 04 W	914.21	4641
4641	S 00 42 51 E	730.06	4642
4642	S 61 58 08 E	342.59	4643
4643	S 01 03 32 E	509.48	2510

Point No. 2510 being on the south boundary of Section 27; thence N 88° 17' 14" E 679.22 feet along the south boundary of Section 27 to Point No. 461 at the southeast corner of the SW-1/4 of Section 27; thence N 89° 39' 22" E 816.66 feet along the south boundary of Section 27 to the POINT OF BEGINNING, being Point No. 4805.

Section 28: (a) The E-3/4 LESS those parts of the E-1/4 described as follows:

BEGIN at the northeast corner of Section 28, being Point No. 36; thence S 89° 36' 16" W 251.74 feet along the north boundary of Section 28 to Point No. 2123; continuing thence from point to point as follows:

FROM (POINT)	BEARING (°, ', & ")	DISTANCE (FEET)	TO (POINT)
2123	S 00 30 05 W	111.76	4730
4730	S 18 32 18 E	262.63	4731
4731	S 87 54 36 E	174.00	4732

Point No. 4732 being on the east boundary of Section 28; thence N 00° 43' 35" W 368.87 feet along the east boundary of Section 28 to the POINT OF BEGINNING, being Point No. 36.

AND

From Point No. 36 at the northeast corner of Section 28, run S 00° 43' 35" E 2005.63 feet along the east boundary of Section 28 to the POINT OF BEGINNING, being Point No. 4733; continuing thence from point to point as follows:

FROM (POINT)	BEARING (°, ', & ")	DISTANCE (FEET)	TO (POINT)
4733	S 47 38 32 W	1098.36	4734
4734	S 00 32 09 E	631.03	4735
4735	S 28 52 26 E	1744.69	4736

Point No. 4736 being on the east boundary of Section 28; thence N 00° 43' 35" W 2899.05 feet to the POINT OF BEGINNING, being Point No. 4733.

(b) All that part of the W-1/4 lying east of the right-of-way of CSX Transportation,Inc. (formerly Seaboard Air Line Railroad Company) (as such right-of-way existed on April 15, 1969) LESS the south 300 feet of the W-1/2 of NW-1/4 of NW-1/4 and LESS the NE-1/4 of SW-1/4 of NW-1/4;

(c) The south 300 feet of the W-1/2 of NW-1/4 of NW-1/4;

(d) The NE-1/4 of SW-1/4 of NW-1/4 LESS that part lying west of U.S. Highway 17 (as such road existed on June 29, 1972);

Section 29: The south 300 feet of the NE-1/4 of NE-1/4, and the W-3/4, LESS that part of the south 977 feet of the E-1/2 of SW-1/4 of NE-1/4 conveyed to Polk County by deed dated November 7, 1963, and recorded in Official Records Book 779, page 669.

Section 30: All, LESS the south 100 feet of the N-1/2 of NW-1/4 and LESS the north 100 feet of the S-1/2 of NW-1/4.

Section 31: All, LESS that part described in deed to Florida Power Corp. from IMC Fertilizer, Inc., dated September 29, 1994 recorded in Official Record Book 3444, page 1639.

Section 32: The W-3/4 LESS the south 325 feet of the east 509 feet of the NW-1/4 of SE-1/4 and LESS that part of the E-1/2 of SW-1/4 of SE-1/4 described as: begin at the southeast corner of the E-1/2 of SW-1/4 of SE-1/4, run thence westerly along the south line thereof 100 feet, thence northwesterly to a point in the north line of the E-1/2 of SW-1/4 of SE-1/4 lying 550 feet west of the northeast corner of the E-1/2 of SW-1/4 of SE-1/4, thence easterly along said north line 550 feet to the northeast corner of the E-1/2 of SW-1/4 of SE-1/4, thence southerly to the point of beginning;

Section 33: The north 200 feet of that part of Section 33 lying east of the CSX Transportation, Inc. right-of-way, and the south 700 feet of the north 900 feet of the east 1,700 feet of Section 33.

Section 34: All LESS the W-1/2 of NW-1/4 and LESS that part of the S-1/2 lying west of the west bank of the Peace River (as such west bank existed on October 10, 1984) and LESS that part (Peace River Bottom) conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by IMC Fertilizer, Inc., by special warranty deed dated January 10, 1989, Official Records Book 2748, page 2172; and LESS that part lying north of County Road 640 described as follows:

From Point No. 38 at the northwest corner of Section 34, run N 88° 17' 14" E 1323.61 feet along the north boundary of Section 34 to the northeast corner of the W-1/2 of NW-1/4 and the POINT OF BEGINNING, being Point No. 1897; thence S 00° 01' 37" W 2648.18 feet along the east boundary of the W-1/2 of NW-1/4 to

Point No. 1974 (being at the intersection of the east boundary of the W-1/2 of NW-1/4 and the east boundary of the bottom of the Peace River previously conveyed in 1989 under a special warranty deed by IMC Fertilizer, Inc., to the Trustees of the Internal Improvement Trust Fund of the State of Florida); continuing thence from point to point along said east Peace River bottom boundary the following courses and distances (to the north right-of-way line of County Road 640);

FROM (POINT)	BEARING (°, ', & ")	DISTANCE (FEET)	TO (POINT)
1974	S 45 54 50 E	267.17	1324
1324	S 39 49 57 E	79.46	1325
1325	S 16 01 47 E	100.70	1326
1326	S 60 14 21 E	116.54	1327
1327	S 77 02 14 E	106.18	1328
1328	N 86 11 29 E	49.07	1329
1329	N 29 21 10 E	110.98	1330
1330	N 85 27 25 E	107.65	1331
1331	S 57 58 04 E	264.60	1332
1332	S 56 15 01 E	300.34	1333
1333	N 77 27 38 E	74.29	1334
1334	N 34 07 03 E	46.99	1335
1335	N 82 00 06 E	42.25	1336
1336	S 47 57 04 E	111.18	1337
1337	S 25 23 54 E	126.63	1338
1338	S 04 10 28 E	188.96	1339
1339	S 00 24 46 E	236.80	1340
1340	S 48 07 27 W	184.53	1341
1341	S 05 26 44 W	134.56	1342
1342	S 26 33 52 E	222.91	1343
1343	S 42 47 17 E	230.45	1344
1344	S 34 22 24 E	167.35	1345
1345	S 00 44 57 E	182.00	1346
1346	S 32 10 45 E	85.87	1347
1347	S 58 02 27 E	181.64	1348
1348	S 41 34 58 E	213.09	1349
1349	S 65 35 57 E	29.71	1840

Point No. 1840 being on the north right-of-way line of County Road 640; thence along said right-of-way N 84° 51' 16" E 384.92 feet to Point No. 1839 and a right-of-way jog; thence continue along said right-of-way S 05° 08' 45" E 10.00 feet to Point No. 1838; thence continue along said right-of-way N 84° 51' 16" E

189.60 feet to Point No. 1837 and the P.C. of a curve concave to the south having a radius of 2914.79 feet; thence easterly along said curve through a central angle of 05° 59' 00" an arc distance of 304.39 feet to Point No. 1841 and the P.T. of said curve; thence continue along said right-of-way S 89° 09' 45" E 718.61 feet to Point No. 4664; continuing thence from point to point as follows:

FROM (POINT)	BEARING (°, ', & ")	DISTANCE (FEET)	TO (POINT)
4664	N 06 00 58 W	282.36	4663
4663	N 40 14 15 W	1219.59	4662
4662	N 04 38 21 W	244.80	4661
4661	N 42 16 34 W	162.18	4660
4660	N 67 10 26 W	299.02	4659
4659	N 40 13 44 W	225.29	4658
4658	N 27 33 47 E	344.05	4657
4657	N 00 01 19 E	262.00	4656
4656	N 87 29 29 W	662.53	4655
4655	N 41 03 51 W	530.52	4654
4654	N 24 24 54 W	195.48	4653
4653	N 33 52 01 E	413.09	4652
4652	N 13 10 26 W	280.38	4651
4651	N 50 39 41 W	392.80	4650
4650	N 35 05 54 W	353.23	4649
4649	N 47 34 21 W	475.80	4648
4648	N 29 07 53 W	195.76	4647
4647	N 75 53 10 E	340.37	4646
4646	N 14 14 14 W	138.25	4645
4645	N 63 29 52 W	203.93	4644
4644	N 01 03 32 W	96.63	1831

Point No. 1831 being on the north boundary of Section 34; thence S 88° 17' 14" W 644.39 feet along the north boundary of Section 34 to the POINT OF BEGINNING, being Point No. 1897.

and LESS that part of the SE-1/4 lying south of County Road 640, described as follows:

From Point No. 111 at the southeast corner of Section 34, run S 89° 26' 39" W 583.69 feet along the south boundary of Section 34 to the POINT OF BEGINNING, being Point No. 4668; thence continue S 89° 26' 39" W 1200.68 feet along the south boundary

of Section 34 to Point No. 2116 (being at the intersection of the east boundary of the bottom of the Peace River previously conveyed in 1989 under a special warranty deed by IMC Fertilizer, Inc., to the Trustees of the Internal Improvement Trust Fund of the State of Florida); continuing thence from point to point along said east Peace River bottom boundary N 05° 20' 09" W 40.35 feet to Point No. 1352 and N 31° 24' 51"W 30.33 feet to Point No. 1836 on the south right-of-way line of County Road 640; thence along said south right-of-way line the following courses and distances (to Point No. 2181): N 84° 51'16" E 258.95 feet to Point No. 1835, N 05° 08' 45" W 15.00 feet to Point No. 1834, N 84° 51'16" E 189.60 feet to Point No. 1833 and the P.C. of a curve concave to the south having a radius of 2814.79 feet, thence easterly along said curve through a central angle of 05° 59' 00" an arc distance of 293.95 feet to Point No. 1832, and the P.T. of said curve, and S 89° 09' 45" E 608.24 feet to Point No. 2181, thence S 48° 39' 28" W 169.15 feet to the POINT OF BEGINNING, being Point No. 4668.

And LESS

That part of Section 34 lying within the following described parcel:

From Point No. 111 at the southeast corner of Section 34, run S 89° 26' 42" W 323.00 feet along the south boundary of Section 34 to Point No. 2452; thence N 06° 00' 58" W 491.09 feet to the POINT OF BEGINNING, being Point No. 4663 (not monumented); continuing thence from point to point as follows:

FROM (POINT)	BEARING (°, ', & ")	DISTANCE (FEET)	TO (POINT)
4663	N 04 20 23 E	421.47	4815
4815	S 89 54 47 E	533.94	4814
4814	N 00 05 13 E	616.37	4813
4813	N 46 56 16 W	560.38	4812
4812	N 00 05 13 E	288.33	4811
4811	N 64 09 46 W	471.29	4810
4810	N 00 47 21 W	1301.71	4809
4809	N 88 47 30 W	619.72	2533
2533	N 00 05 13 E	988.94	2534
2534	N 89 54 47 W	541.01	4806
4806	N 00 33 34 W	616.27	4805

Point No. 4805 being on the north boundary of Section 34 (and lying S 89° 39' 22" W 1832.00 feet from the northeast corner of Section

34); thence S 89° 39' 22" W 816.66 feet along the north boundary of Section 34 to Point No. 461 at the northwest corner of the NE-1/4 of Section 34; thence S 88° 17' 14" W 679.22 feet along the north boundary of Section 34 to Point No. 2510 on the easterly line of a conservation easement conveyed by IMC Fertilizer, Inc., to the Board of Trustees of the Internal Improvement Fund of the State of Florida under instrument dated January 10, 1989; continuing thence along the easterly line of the conservation easement from point to point as follows:

FROM (POINT)	BEARING (°, ', & ")	DISTANCE (FEET)	TO (POINT)
2510	S 01 03 32 E	96.63	4644
4644	S 63 29 52 E	203.93	4645
4645	S 14 14 14 E	138.25	4646
4646	S 75 53 10 W	340.37	4647
4647	S 29 07 53 E	195.76	4648
4648	S 47 34 21 E	475.80	4649
4649	S 35 05 54 E	353.23	4650
4650	S 50 39 41 E	392.80	4651
4651	S 13 10 26 E	280.38	4652
4652	S 33 52 01 W	413.09	4653
4653	S 24 24 54 E	195.48	4654
4654	S 41 03 51 E	530.52	4655
4655	S 87 29 29 E	662.53	4656
4656	S 00 01 19 W	262.00	4657
4657	S 27 33 47 W	344.05	4658
4658	S 40 13 44 E	225.29	4659
4659	S 67 10 26 E	299.02	4660
4660	S 42 16 34 E	162.18	4661
4661	S 04 38 21 E	244.80	4662
4662	S 40 14 15 E	1219.59	4663

Point no. 4663 being the POINT OF BEGINNING

Section 35: All LESS that part, if any, of the S-1/2 of SW-1/4 lying south of State Road S-640 (as such road existed on April 15, 1969) and LESS

That part of Section 35 lying within the following described parcel:

From Point No. 111 at the southeast corner of Section 34, Township 30 south, Range 25 East run S 89° 26' 42" W 323.00 feet along the south boundary of Section 34 to Point No. 2452; thence N 06° 00' 58" W 491.09 feet to the POINT OF BEGINNING, being Point No. 4663 (not monumented); continuing thence from point to point as follows:

FROM (POINT)	BEARING (°, ', & ")	DISTANCE (FEET)	TO (POINT)
4663	N 04 20 23 E	421.47	4815
4815	S 89 54 47 E	533.94	4814
4814	N 00 05 13 E	616.37	4813
4813	N 46 56 16 W	560.38	4812
4812	N 00 05 13 E	288.33	4811
4811	N 64 09 46 W	471.29	4810
4810	N 00 47 21 W	1301.71	4809
4809	N 88 47 30 W	619.72	2533
2533	N 00 05 13 E	988.94	2534
2534	N 89 54 47 W	541.01	4806
4806	N 00 33 34 W	616.27	4805

Point No. 4805 being on the north boundary of Section 34 (and lying S 89° 39' 22" W 1832.00 feet from the northeast corner of Section 34); thence S 89° 39' 22" W 816.66 feet along the north boundary of Section 34 to Point No. 461 at the northwest corner of the NE-1/4 of Section 34; thence S 88° 17' 14" W 679.22 feet along the north boundary of Section 34 to Point No. 2510 on the easterly line of a conservation easement conveyed by IMC Fertilizer, Inc., to the Board of Trustees of the Internal Improvement Fund of the State of Florida under instrument dated January 10,1989; continuing thence along the easterly line of the conservation easement from point to point as follows:

FROM (POINT)	BEARING (°, ', & ")	DISTANCE (FEET)	TO (POINT)
2510	S 01 03 32 E	96.63	4644
4644	S 63 29 52 E	203.93	4645
4645	S 14 14 14 E	138.25	4646
4646	S 75 53 10 W	340.37	4647
4647	S 29 07 53 E	195.76	4648
4648	S 47 34 21 E	475.80	4649
4649	S 35 05 54 E	353.23	4650
4650	S 50 39 41 E	392.80	4651
4651	S 13 10 26 E	280.38	4652
4652	S 33 52 01 W	413.09	4653
4653	S 24 24 54 E	195.48	4654
4654	S 41 03 51 E	530.52	4655
4655	S 87 29 29 E	662.53	4656
4656	S 00 01 19 W	262.00	4657
4657	S 27 33 47 W	344.05	4658
4658	S 40 13 44 E	225.29	4659
4659	S 67 10 26 E	299.02	4660
4660	S 42 16 34 E	162.18	4661
4661	S 04 38 21 E	244.80	4662
4662	S 40 14 15 E	1219.59	4663

Point No. 4663 being the POINT OF BEGINNING.

Section 36: (a) The NW-1/4 LESS the N-1/2 of NE-1/4 of NW-1/4; and

(b) The W-3/4 of S-1/2.

IN TOWNSHIP 31 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA

Section 5 (a) The west 242.24 feet of the north 510 feet of the east 348 feet of the NW-1/4 of NE-1/4, and the west 972 feet of the NW-1/4 of NE-1/4;

(b) The N-1/2 of NW-1/4; and

(c) The S-3/4 LESS the south 420 feet of the north 840 feet of the west 420 feet of the SW-1/4 of SE-1/4 (the excepted parcel being Davis Subdivision, Deed Book 38, page 308) and LESS

That part of the S-1/2 of the NE-1/4 and the N-1/2 of the SE-1/4 of Section 5, Township 31 South, Range 25 East, Polk County, Florida more particularly described as follows:

Commence at the Northeast corner of the S-1/2 of the NE-1/4 of said Section 5, thence run North 89° 39' 52" West along the North boundary of said S-1/2 of the NE-1/4, 37.50 feet to the West boundary of Azalea Avenue and to the point of beginning; thence continue North 89° 39' 52" West along said North boundary 1689.45 feet; thence South 01° 55' 50" East, 131.57 feet; thence South 04° 38' 21" East, 370.66 feet; thence South 02° 36' 54" West, 492.78 feet; thence South 43° 08' 05" West, 440.42 feet to the North boundary of the N-1/2 of the SE-1/4 of said Section 5; thence continue South 43° 08' 05" West, 86.06 feet to the North boundary of an easement for public road right-of-way, recorded in O. R. Book 866, Page 792, public records of Polk County, Florida; thence South 83° 22' 50" East along said North boundary, 394.44 feet; thence South 88° 04' 35" East along said North boundary, 1695.33 feet to the East boundary of said Section 5; thence North 00° 26' 15" West, along said East boundary, 152.99 feet to the South boundary of the S-1/2 of the NE-1/4 of said Section 5; thence continue North 00° 26' 15" West along the East boundary of said Section 5, 658.37 feet to the Southeast corner of the NE-1/4 of the SE-1/4 of the NE-1/4 of said Section 5; thence North 89° 39' 35" West, 37.50 feet to the West boundary of Azalea Avenue; thence North 00° 26' 15" West along said West boundary, 658.37 feet more or less to the point of beginning.

And LESS that part described in deed to Florida Power Corp. from IMC Fertilizer, Inc., dated September 29, 1994 recorded in Official Records Book 3444, page 1639.

Section 6: All LESS that part of the NW-1/4 of NE-1/4 described as: begin 222 feet east of the northwest corner of the NW-1/4 of NE-1/4, run thence south 105 feet, thence east 105 feet, thence north 105 feet, thence west 105 feet to the point of beginning.

And LESS that part described in deed to Florida Power Corp. from IMC Fertilizer, Inc., dated September 29, 1994 recorded in Official Records Book 3444, page 1639.

Section 8: (a) All LESS the S-1/2 of SE-1/4 and LESS the south 100 feet of the N-1/2 of SE-1/4;

(b) The west 200 feet of the S-1/2 of SE-1/4; and

(c) The west 200 feet of the south 100 feet of the N-1/2 of SE-1/4.

And LESS that part described in deed to Florida Power Corp. from IMC Fertilizer, Inc., dated September 29, 1994, recorded in Official Records Book 3444, page 1639.

IN TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA

Section 30: The S-3/4 of W-1/2, and the SW-1/4 of SE-1/4.

Section 31: (a) The NW-1/4;

(b) The W-1/2 of NE-1/4; and

(c) That part of the SW-1/4 and W-1/2 of SE-1/4 lying north of the north right-of-way line of State Road 60 (as such right-of-way existed on June 28, 1978).

Less and except those portions of the lands described on Exhibit A-1.

EXHIBIT A-1

"RETAINED LANDS"

That part of Sections 5 and 6, Township 31 South, Range 25 East,Polk County, Florida, described as follows:

Commence at the Northwest corner of said Section 5; thence S 00°16' 06" E. along the West boundary of said Section 5, 41.38 feet to the South boundary of State Road S-540 as shown on Florida Department of Transportation Right-of-Way Map, Project 16720-2602, Sheets 4-6 and to the point of beginning; thence N 89° 54' 29" E. along said South boundary, 2366.68 feet; thence S 25° 51' 22" E, 300.35 feet; thence S 31° 36' 10" E, 148.15 feet; thence S 03° 37' 39" E, 174.21 feet; thence S 01° 39' 04" W, 708.67 feet to a point on the South boundary of NW 1/4 of NE 1/4 of said Section 5, said point lying 405.00 feet West of the Southeast corner of said NW 1/4 of NE 1/4; thence S 01° 55' 50" E, 131.57 feet; thence S 04° 38'21" E, 370.66 feet; thence S 02° 36' 54" W, 492.78 feet; thence S43° 08' 05" W, 525.49 feet to the North boundary of an easement for public road right-of-way (Old Homeland Cemetery Road) as recorded in Official Records Book 886, Pages 792 through 794; thence N 89°22' 50" W, along said North boundary, 141.10 feet to the East boundary of a 50 foot road right-of-way (Old Homeland Cemetery Road) as recorded in Official Records Book 251, Page 200; thence N00° 21' 12" W, along said East boundary 47.74 feet to the South boundary of the NE 1/4 of said Section 5; thence N 89° 39' 18" W, along said South boundary, 50.00 feet; thence N 00° 21' 12" W, parallel with and 50.00 feet West of the East boundary of said 50 foot road right-of-way, 15.51 feet; thence S 88° 00' 00" W, 20.70 feet; thence N 71° 10' 00" W, 311.00 feet; thence S 85° 55' 00" W,685.00 feet; thence S 82° 20' 00" W, 415.00 feet; thence S 85° 15'00" W, 815.00; thence S 86° 50' 00" W, 794.21 feet to a point on the West boundary of said Section 5; thence continue S 86° 50' 00"W, into Section 6, 195.78 feet; thence S 84° 40' 00" W, 475.00 feet to the East boundary of Parcel 1 as recorded in Official Records Book 3444, Page 1639; thence N 05° 12' 41" E, along said East boundary, 139.12 feet; thence N 74° 24' 26" W, 444.61 feet; thence N 07° 33' 07" W, 629.18 feet; thence N 11° 40' 20" W, 258.71 feet; thence N 08° 19' 45" W, 387.70 feet; thence N 25° 09' 52" W, 212.07 feet; thence N 38° 41' 33" W, 747.42 feet; thence N 87° 21' 03" W, 201.65 feet; thence N 89° 59' 33" W, 234.17 feet; thence N 27° 09'35" W, 91.63 feet; thence N 52° 04' 00" W, 43.64 feet; thence N 32°37' 53" E, 109.65 feet; thence N 40° 56' 53" E, 265.45 feet to the Southerly boundary of State Road S-540; thence along said Southerly boundary and along the arc of a curve to the left, (having a radius of 1185.92 feet, central angle 19° 32' 06", chord bearing S 80° 19'28" E) 404.34 feet to a point of tangency; thence N 89° 54' 29" E, 1686.24 feet to the point of beginning.

That part of Sections 17, 18, 19, and 20, Township 30 South, Range 25 East, Polk County, Florida, more particularly described as follows:

Commence at the Northwest corner of said Section 20; thence S 00° 22' 18" E along the West boundary of Section 20, 47.90 feet to the point of beginning; thence S 85° 03' 14" E, 828.28 feet; thence N 69° 44' 43" E, 361.73 feet to the South boundary of said Section 17; thence N 69° 44' 43" E into Section 17, 161.62 feet; thence S 81° 39' 02" E, 367.30 feet to the North boundary of said Section 20; thence S 81° 39' 02" E into Section 20, 1050.62 feet; thence S 00° 33' 33" W, 635.82 feet; thence S 06° 27' 37" W, 181.66 feet; thence S 32° 48' 57" E, 424.12 feet; thence N 89° 42' 43" E, 365.82 feet; thence S 02° 08' 17" W, 623.81 feet; thence S 38° 16' 40" E, 647.84 feet; thence S 66° 51' 32" W, 1554.24 feet; thence N 72° 08' 35" W, 605.23 feet; thence N 89° 49' 05" W, 1661.02 feet to the East boundary of said Section 19°; thence N 89° 49' 05" W into Section 19, 1282.43 feet; thence N 00° 14' 06" W, 1878.31 feet; thence N 81° 01' 50" E, 968.76 feet to the South boundary of said Section 18; thence N 81° 01' 50" E into Section 18, 42.24 feet; thence N 00° 13' 18" W, 127.70 feet; thence S 79° 50' 34" E, 949.66 feet to the North boundary of said Section 19; thence S 79° 50' 34" E into Section 19, 212.93 feet; thence S 85° 03' 14" E, 110.27 feet to the point of beginning.

That part of Sections 19, 20, 29, and 30, Township 30 South, Range 25 East, Polk County, Florida, more particularly described as follows:

Commence at the Northwest corner of said Section 20; thence S 00° 22' 18" E along the West boundary of Section 20, 2854.34 feet to the point of beginning; thence S 89° 49' 05" E, 1661.02 feet; thence S 72° 08' 35" E, 605.23 feet; thence N 66° 51' 32" E, 1554.24 feet; thence S 22° 56' 36" E, 826.02 feet; thence S 00° 30' 37" E, 2061.85 feet to the North boundary of said Section 29; thence S 00° 18' 51" E, into Section 29, 1675.95 feet; thence S 89° 40' 08" W, 364.42 feet; thence S 38° 35' 39" W, 748.05 feet; thence N 88° 09' 37" W, 2338.08 feet; thence N 80° 30' 55" W into Section 30, 1131.44 feet; thence N 74° 24' 33" W, 1567.92 feet; thence along a curve to the right (having a radius of 1025.00 feet, central angle 20° 24' 59", chord bearing N 15° 20' 45" E, 365.24 feet to a point of compound curve; thence along a curve to the right, (having a radius of 1635.00 feet, central angle 05° 40' 49"), 162.09 feet to a point of tangency; thence N 31° 14' 04" E, 356.53 feet; thence N 76° 25' 34" E, 702.06 feet; thence N 01° 01' 22" E, 455.13 feet to the South boundary of said Section 19; thence N 01° 01' 22" E into Section 19, 534.73 feet; thence N 31° 14' 04" E, 149.81 feet to a point of curve; thence along a curve to the left, (having a radius of 1200.00 feet, central angle 31° 16' 10"), 654.91 feet to a point of tangency; thence N 00° 02' 06" W, 837.30 feet; thence N 00° 14' 06" W, 310.89 feet; thence S 89° 49' 05" E, 1282.43 feet to the point of beginning.

Exhibit A-1 Page 4
Revised Description of Parcel to be Leased Out

That part of Sections 5 and 8, Township 31 South, Range 25 East, Polk County, Florida described as follows:

Commence at the northeast corner of the SE ¼ of said Section 5; thence S 00°26'15"E, along the east boundary thereof, 198.03 feet to the POINT OF BEGINNING; thence continue S 00°26'15"E, along said east boundary, 2435.84 feet to the southeast corner of Section 5; thence continue S 00°26'15"E, 94.04 feet, thence N 89°54'29"W, 2473.18 feet; thence N 70°00'00"W, 120.50 feet; thence N 07°00'00"W, 66.30 feet to a point on the south boundary of Section 5; thence continue N 07°00'00"W, into Section 5, a distance of 480.16 feet; thence S 89°38'13"E, 420.00 feet; thence N 00°21'12" W, 2063.28 feet; thence S 83°22'50"E, 531.89 feet; thence S 88°04'35"E, 1699.01 feet to the POINT OF BEGINNING.

That part of Section 31, Township 30 South, Range 25 East, and Section 36, Township 30 South, Range 24 East; Polk County, Florida, more particularly described as follows:

Commence at the Northwest corner of said Section 31; thence S 00° 22' 09" E, 1156.43 feet to the point of beginning; thence S 87° 13' 28" E, 457.27 feet; thence S 84° 10' 28" E, 1145.75 feet; thence S 78° 02' 46" E, 388.32 feet; thence S 74° 53' 49" E, 346.87 feet; thence S 86° 25' 27" E, 163.30 feet; thence N 64° 14' 05" E, 148.84 feet; thence S 81° 45' 42" E, 193.32 feet; thence S 08° 14' 18" W, 317.30 feet; thence S 09° 32' 59" E, 750.00 feet; thence S 61° 21' 41" W, 538.25 feet; thence S 01° 23' 08" E, 2353.18 feet to the North boundary of County Road 640; thence N 70° 23' 22" W along said boundary, 221.08 feet to a point of curve; thence along the arc of a curve to the right, (having a radius of 1105.86, central angle 70° 14' 00"), 1355.36 feet to a point of tangency; thence N 00° 09' 22" W, 1252.36 feet to a point of curve; thence along the arc of a curve to the left, (having a radius of 1185.85 feet, central angle 89° 59' 08"), 1862.44 feet to a point of tangency; thence S 89° 51' 30" W, 506.10 feet to the East boundary of said Section 36; thence S 89° 51' 30" W into Section 36, 1352.34 feet; thence N 00° 16' 39" W, 381.89 feet; thence S 87° 13' 28" E, 1353.79 feet to the point of beginning.

That part of Sections 18, 19, and 30, Township 30 South, Range 25 East, and that part of Sections 13, 24, and 25, Township 30 South, Range 24 East, Polk County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 19, Township 30 South, Range 25 East; thence S 89° 50' 56" W, 1314.21 feet to the point of beginning; thence S 01° 01' 50" W, 968.18 feet; thence S 00° 14' 06" E, 2189.76 feet; thence S 00° 02' 06" E, 788.75 feet; thence S 47° 33' 39" W, 1980.07 feet to the North boundary of said Section 30; thence S 47° 33' 39" W into Section 30, 1932.70 feet; thence S 89° 33' 31" W, 736.48 feet to the East boundary of said Section 25, Township 30 South, Range 24 East; thence S 89° 53' 31" W into Section 25, 173.78 feet; thence N 23° 04' 45" W, 1588.89 feet; thence N 41° 19' 54" W, 599.54 feet to the South boundary of said Section 24; thence N 41° 19' 54" W into Section 24, 1221.29 feet; thence N 00° 35' 59" W, 2413.88 feet; thence N 00° 23' 26" W, 1936.66 feet to the South boundary of said Section 13; thence N 00° 23' 26" W into Section 13, 516.36 feet; thence N 89° 50' 28" E, 826.80 feet; thence N 88° 37' 06" E, 1169.03 feet to the West boundary of said Section 18, Township 30 South, Range 25 East; thence N 88° 37' 06" E into Section 18, 91.05 feet; thence N 53° 12' 06" E, 360.01 feet; thence N 89° 22' 45" E, 2659.70 feet; thence S 40° 32' 09" E, 990.57 feet; thence S 00° 13' 18" E, 596.20 feet; thence S 01° 01' 50" W, 42.83 feet to the point of beginning.

A parcel of land being in Sections 25 and 36, Township 30 South, Range 24 East, and Sections 30 and 31, Township 30 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 30; thence north 89°54'22" east along the south line of said Section 30 a distance of 2473.82 feet to the POINT OF BEGINNING; thence north 36°53'16" west 93.71 feet, thence north 54°23'14" west 129.03 feet, thence north 71°39'44" west 316.21 feet, thence north 85°10'01" west 120.41 feet, thence north 78°03'31" west 485.40 feet, thence north 63°02'54" west 232.10 feet, thence north 50°51'41" west 236.17 feet, thence north 30°51'29" west 334.20 feet, thence north 51°36'13" west 211.90 feet, thence north 47°18'38" west 217.6. feet, thence north 35°08'53" west 124.83 feet, thence north 02°13'16" west 75.06 feet, thence north 37°17'29" east 261.20 feet, thence north 07°50'05" east 222.03 feet, thence north 19°13'14" west 211.89 feet, thence north 47°07'39" west 147.18 feet, thence north 72°28'51" west 216.96 feet, thence north 49°55'50" west 98.00 feet, thence south 48°18'17" west 128.63 feet, thence south 22°37'35" west 148.94 feet, thence south 12°18'47" west 532.17 feet, thence south 49°48'06" west 95.01 feet, thence south 77°16'01" west 161.94 feet, thence south 64°16'22" west 142.61 feet, thence south 46°43'18" west 164.50 feet, thence south 24°17'50" west 219.11 feet, thence south 12°25'49" west 591.14 feet, thence south 04°21'38" west 244.58 feet, thence south 45°29'08" west 292.03 feet, thence south 30°19'33" west 69.46 feet, thence south 00°47'32" east 870.07 feet, thence south 27°23'13" east 1691.84 feet, thence south 84°10'13" east 1145.75 feet, thence south 78°02'32" east 208.32 feet, thence south 74°53'54" east 346.87 feet, thence south 04°25'12" east 181.30 feet, thence north 44°14'20" east 348.84 feet, thence north 04°30'12" east 472.96 feet, thence north 11°57'29" east 194.16 feet, thence north 77°19'49" west 174.19 feet, thence north 10°58'21" west 210.05 feet, thence north 22°37'20" west 238.45 feet, thence north 36°53'16" west 169.08 feet to the point of beginning.

Those portions of Sections 22, 26 and 27, Township 30 South, Range 25 East, Polk County, Florida, described as follows:

Begin at the NW corner of said Section 26; thence S00°21'31"E, along the West boundary of said Section 26, also being the West boundary of Non-Mandatory Reclamation Project IMC-CS-055, a distance of 996.39 feet; thence, leaving said section line, the following courses and distances along the South and East boundaries of said project: N87°48'57"E, 1551.48 feet; thence S02°28'38"E, 198.00 feet; thence N87°31'22" E, 949.95 feet; thence S81°46'03"E, 292.68 feet; thence N89°28'57"E, 2239.51 feet; thence N00°21'03"W, 368.43 feet; thence N88°43'57"E, leaving said East boundary, 199.43 feet; thence S00°00'00"E, 558.56 feet; thence S88°45'00"W, 2086.53 feet; thence N86°06'50"W, 636.50 feet; thence N89°22'25"W, 549.00 feet; thence S88°18'50"W, 680.30 feet; thence S72°14'15"W, 350.70 feet; thence S82°25'30"W, 940.90 feet; thence S68°13'40"W, 17.21 feet to the West boundary of said Section 26; thence continue S68°13'40"W, into Section 27, a distance of 984.48 feet; thence S89°14'55"W, 563.10 feet; thence N00°00'00"E, 255.00 feet; thence N90°00'00"W, 665.00 feet; thence N00°39'15"W, 880.00 feet; thence N89°08'45"E, 1345.20 feet; thence N00°00'05"E, 280.00 feet; thence N17°09'15"E, 169.50 feet; thence N13°23'35"W, 172.70 feet; thence N55°53'30"W, 187.20 feet; thence N21°03'45"W, 48.75 feet to the North boundary of said Section 27; thence continue N21°03'45"W, into Section 22, a distance of 1537.25 feet; thence N42°53'00"E, 286.60 feet; thence N73°43'40"E, 410.50 feet; thence N06°09'50"E, 1081.00 feet; thence N39°45'00"W, 1392.00 feet; thence N84°26'05"E, 1391.50 feet; thence S23°49'45"E, 222.50 feet; thence S02°50'02"E, 260.00 feet to the NW corner of Non-Mandatory Reclamation Project IMC-CS-060; thence continue S02°50'02"E, along the West boundary of said project, 444.37 feet to the NW corner of Non-Mandatory Reclamation Project IMC-CS-055; thence the following courses and distances along the West boundary of said project: S02°15'53"E, 169.99 feet; thence S02°13'57"W, 291.84 feet; thence N89°39'03"E, 176.28 feet; thence S00°20'57"E, along the West boundary of said Section 23, a distance of 2659.87 feet to the Point of Beginning.

That part of Sections 29 and 32, Township 30 South, Range 25 East, Polk County, Florida, described as follows:

Commence at the Southwest corner of said Section 29; thence run N89°38'46"E, along the South boundary of said Section 29, a distance of 3641.78 feet to the Point of Beginning; thence N01°17'48"W, into said Section 29, a distance of 1500.00 feet; thence, S89°00'00"E, 384.58 feet; thence S00°20'13"E, 1497.55 feet to the South boundary of said Section 29; thence S00°12'19"E, into Section 32, Township 30 South, Range 25 East, a distance of 443.84 feet; thence S00°04'15"W, 1490.55 feet; thence S00°18'39"W, 1376.39 feet; thence S00°24'25"W, 338.39 feet to a point on the North boundary of a parcel of land as described in Official Records Book 881, Page 692 of the public records of Polk County, Florida; thence S89°52'01"W, along the North boundary of said parcel, 483.04 feet to the Northwest corner of said parcel; thence S00°18'38"W, along the West boundary of said parcel, 324.98 feet to the North boundary of the SW 1/4 of SE 1/4 of said Section 32 at a point 509.00 feet West of the Northeast corner of said SW 1/4 of SE 1/4; thence S89°52'01"W, along said North boundary of SW 1/4 of SE 1/4, a distance of 41.00 feet to the Northwest corner of an unplatted subdivision as recorded in Official Records Book 1641, Page 2197 of the public records of Polk County, Florida; thence S18°30'11"E, along the West boundary of said unplatted subdivision, 1353.11 feet to the North boundary of County Road 540; thence S89°58'08"W, along said North boundary, 527.53 feet; thence N09°03'30"W, 1018.95 feet; thence N22°39'32"W, 656.42 feet; thence N89°51'51"E, 321.98 feet; thence N14°53'48"E, 618.96 feet; thence N02°13'48"E, 1669.90 feet; thence N21°43'48"E, 659.98 feet; thence N17°31'12"W, 399.98 feet; thence N00°41'12"W, 434.87 feet to the Point of Beginning.

EXHIBIT A-1, Page 10

That part of Section 27, Township 29 South, Range 25 East, Polk County, Florida, described as follows:

Commence at the Northeast corner of said Section 27: thence run S00°12'11"E, along the East boundary of said Section 27, a distance of 2122.24 feet; thence S89°43'02" W, 258.11 feet to a point on the South boundary of GORDON HEIGHTS PHASE 6 as shown on the plat thereof as recorded in Plat Book 63, Page 32 of the public records of Polk County, Florida, and to the POINT OF BEGINNING; thence S26°29'23"E, 66.21 feet; thence S16°01'03"E, 621.51 feet; thence S11°51'09"E, 194.92 feet; thence S00°11'18"E, 385.40 feet; thence S00°45'36"W, 659.01 feet to a point on the North boundary of a parcel of land as described in Official Records Book 2329, Page 1833 of the public records of Polk County, Florida; thence N89°14'22"W, 5.16 feet to the Northwest corner of said parcel; thence along the Northwesterly boundary of said parcel and along the arc of a curve to the right, (having a radius of 270.08 feet, central angle 89°52'30", chord bearing S45°41'53"W) 423.65 feet to the Northeast corner of a parcel of land as described in Official Records Book 2670, Page 1059 of the public records of Polk County, Florida; thence N89°53'08"W, along the North boundary of said parcel 549.93 feet to the Northwest corner of said parcel, also being the Northeast corner of a parcel of land as described in Official Records Book 2329, Page 1833 of the public records of Polk County, Florida; thence along the Northwesterly boundary of said parcel and along the arc of a curve to the left, (having a radius of 345.11 feet, central angle 71°47'06", chord bearing S54°44'35"W) 432.39 feet; thence N90°00'00"W, 445.05 feet; thence N46°34'37"E, 954.48 feet; thence N00°28'41"W, 920.26 feet; thence N90°00'00"W, 1724.47 feet; thenceN00°00'17"W, 234.41 feet; thence S89°54'58"E, 872.17 feet; thence N79°39'06"E, 136.40 feet; thence N30°53'44"E, 642.59 feet to the South boundary of said GORDON HEIGHTS PHASE 6; thence N89°43'02"E, along said South boundary, 1072.56 feet to the POINT OF BEGINNING.

NORALYN1-REV-100400.DOC

INSTR # 2000123814
OR BK 04508 PG 0118
RECORDED 08/07/2000 11:00 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DOC TAX PD(F.S.201.02) 4,900.00
DEPUTY CLERK J Ford

This instrument prepared by
(and return to):
James A. Peck III
HOLLAND & KNIGHT LLP
P. O. Box 1526
Orlando, Florida 32802

HOLLAND & KNIGHT
P O BOX 32092
LAKELAND, FL 33815

2-30-25-000000-011120
1-30-25-000000-012020
Property Appraiser's Parcel
Identification Number

WARRANTY DEED

The Grantors, **WILLIAM THOMAS MIMS and PAULA MCKAY MIMS**, husband and wife, whose mailing address is 1524 Easton Drive, Lakeland, FL 33803, in consideration of ten dollars and other valuable considerations received from the Grantee, hereby grants and conveys to the Grantee, **CLEAR SPRINGS LAND COMPANY, LLC**, whose mailing address is 115 East Van Fleet, Bartow, Florida 33831, the real property described on Exhibit A attached hereto.

The Grantors hereby reserve, for themselves and their successors and assigns, a perpetual, non-exclusive easement for ingress, egress and utilities purposes over, under and across the lands described in Exhibit B attached hereto, which easement shall be appurtenant to the lands described in Exhibit A-1 attached hereto.

This conveyance is subject to the matters identified on Exhibit C attached hereto.

The Grantors hereby covenant that the property is free of all encumbrances, except as stated herein, that lawful seisin of and good right to convey the property are vested in the Grantors, and the Grantors hereby fully warrant the title to the property and will defend the same against the lawful claims of all persons whomsoever.

DATED as of this 19th day of July 2000.

Signed in the presence of:

Charlotte O. Cottie
(name) Charlotte O. Cottie

(name) JAMES A. PARK III
Two witnesses

PAULA MCKAY MIMS

ADDRESS:
1524 Easton Drive
Lakeland, FL 33803

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 26th day of May, 2000, by PAULA McKAY MIMS, who is personally known to me or who has produced _____ as identification.

Notary Public

(Affix Notorial Seal)

Printed/typed name: _____
Notary Public-State of _____
Commission Number: _____
Commission expires: _____

LAK-215609

James A. Park, III
MY COMMISSION # CC634118 EXPIRES
July 28, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Signed in the presence of:

Charlotte A. Crothie
(name) Charlotte A. Crothie

James A. Park III
(name) JAMES A. PARK III
Two witnesses

WILLIAM THOMAS MIMS

ADDRESS:
1524 Easton Drive
Lakeland, FL 33803

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 26th day of May, 2000, by WILLIAM THOMAS MIMS, who is personally known to me or who has produced _____ as identification.

James A. Park III
Notary Public

(Affix Notarial Seal)

Printed/typed name: _____
Notary Public-State of _____
Commission Number: _____
Commission expires: _____

LAK-215609

James A. Park, III
MY COMMISSION # CC824418 EXPIRES
July 28, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT A

DESCRIPTION:

IN SECTION 1, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA

That part of the NW-1/4 lying North of Connersville-Garfield Road as described in Official Records Book 2648, Page 1328 of the public records fo Polk County, Florida, LESS that part included in a parcel described as: Begin at the Northeast corner of the W-1/2 of NW-1/4 of NW-1/4 of Section 1, run thence West to the Northwest corner of the E-1/2 of NE-1/4 of NE-1/4 of Section 2, Township 30 South, Range 25 East, thence South 660 feet, thence Northeast to a point lying 120 feet South of the Point of Beginning, thence North 120 feet to the Point of Beginning;

That part of the S-1/2 of SE-1/4 of NE-1/4 and that part of the SW-1/4 of NE-1/4 lying North of Connersville-Garfield Road;

The West 560 feet of the NW-1/4 of NE-1/4; AND

That part of the NW-1/4 of NE-1/4 described as: Begin 560 feet East of the Southwest corner of the NW-1/4 of NE-1/4 (said corner also being the Southwest corner of U.S. Government Lot 2 of the NE-1/4 of Section 1), run thence North 873 feet, thence East 760 feet, thence South 873 feet, thence West 760 feet to the Point of Beginning.

LESS AND EXCEPT right-of-way for State Road 60.

LESS AND EXCEPT Parcels 'A', 'B' and 'C'.

PARCEL 'A':

That part of the NW1/4 of the NE1/4 of Section 1 described as follows: Commence at the Northeast corner of Section 1; thence N89°58'05"W, along the North boundary of Section 1, a distance of 1309.80 feet to the Northeast corner of the NW1/4 of the NE1/4 of said Section 1 and to the Point of Beginning; thence continue N89°58'05"W, along the North boundary of Section 1, a distance of 822.53 feet to a point being 2132.33 feet West of the Northeast corner of said Section 1; thence S00°53'05"E, 773.10 feet to a point on a line lying 773 feet South of and parallel to the North boundary of said Section 1; thence S89°58'05"E, along said line, 810.15 feet, more or less, to the East boundary of the NW1/4 of the NE1/4; thence N00°02'03"E, along said East boundary, 773.00 feet to the Point of Beginning.

PARCEL 'B':

That part of the N1/2 of the NE1/4 of Section 1 described as follows: Commence at the Northeast corner of Section 1; thence N89°58'05"W, along the North boundary of Section 1, a distance of 1309.80 feet to the Northeast corner of the NW1/4 of the NE1/4 of Section 1; thence S00°02'03"W, along the East boundary of said NW1/4 of NE1/4, a distance of 788.45 feet to the North boundary of the South 873 feet of the N1/2 of the NE1/4 and to the Point of Beginning; thence continue S00°02'03"W, along the East boundary of said NW1/4 of NE1/4, a distance of 245.04 feet; thence N89°57'57"W, 5.98 feet; thence S00°11'25"W, 98.53 feet; thence S89°57'57"E, 6.24 feet to the East boundary of said NW1/4 of the NE1/4; thence S00°02'03"W, 529.44 feet to the Southeast corner of said NW1/4 of NE1/4; thence S89°40'57"E, along the South boundary of N1/2 of NE1/4, a distance of 7.28 feet to the East boundary of the West 1320 feet of said N1/2 of NE1/4; thence N00°08'12"E, along said East boundary, 873.80 feet to the North boundary of the South 873 feet of said N1/2 of NE1/4; thence N89°40'57"W, along said North boundary, 8.83 feet to the Point of Beginning.

PARCEL "C":

That part of the NE1/4 of Section 1 described as follows: Commence at the Northeast corner of Section 1; thence N89°38'05"W, along the North boundary of said Section 1, a distance of 1309.80 feet to the Northeast corner of the NW1/4 of the NE1/4 of said Section 1; thence S00°02'03"W, along the East boundary of said NW1/4 of NE1/4, a distance of 1634.32 feet to the Point of Beginning; thence N89°40'37"W, 18.57 feet; thence S00°52'02"E, 867.51 feet; thence S89°41'20"E, 9.07 feet to the Northwest corner of the S1/2 of SE1/4 of NE1/4; thence N00°02'03"E, along the West boundary of said SE1/4 of NE1/4, 867.38 feet to the Point of Beginning.

AND

IN SECTION 2, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA

That part of the E-1/2 of NE-1/4 of NE-1/4 lying North of Connersville-Garfield Road (Official Records Book 2848, page 1328, and Official Records Book 2888, page 808) and East of the canal (as such canal existed on December 15, 1980), LESS that part of the following described lands within Section 2: Begin at the Northeast corner of the W-1/2 of NW-1/4 of NW-1/4 of Section 1, Township 30 South, Range 25 East, run thence West to the Northwest corner of the E-1/2 of NE-1/4 of NE-1/4 of Section 2, Township 30 South, Range 25 East, thence South 660 feet, thence Northeast to a point lying 120 feet South of the Point of Beginning.

AND

That part of the SW-1/4 of Section 36, Township 29 South, Range 25 East, Polk County, Florida, lying South of State Road 60.

Less and except that portion of the NW-1/4 of Section 1, Township 30 South, Range 25 East described on attached Exhibit A-1.

Exhibit A-1

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1, AND RUN ALONG THE NORTH BOUNDARY THEREOF OF N-89°58'05"-W, 2059.58 FEET; THENCE S-00°08'12"-W, 58.40 FEET TO A POINT ON THE SOUTH BOUNDARY OF STATE ROAD 60; THENCE ALONG SAID SOUTH BOUNDARY S-89°51'44"-W, 880.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH BOUNDARY THE FOLLOWING TWO (2) COURSES: CONTINUING S-89°51'44"-W, 299.02 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 5779.58 FEET, A CENTRAL ANGLE/DELTA OF 03°32'32", A CHORD DISTANCE OF 357.26 FEET; A CHORD BEARING OF N-88°22'00"-W, FOR AN ARC DISTANCE OF 357.31 FEET; THENCE ALONG A NON-RADIAL LINE S-00°00'00"-E, 310.18 FEET; THENCE ALONG A NON-RADIAL LINE N-90°00'00"-E, 769.00 FEET TO A POINT ON CURVE THE RADIUS POINT FOR WHICH BEARS N-62°02'52"-E; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 537.90 FEET, A CENTRAL ANGLE/DELTA OF 27°46'52", A CHORD DISTANCE OF 258.57 FEET, A CHORD BEARING OF N-14°02'42"-W, FOR AN ARC DISTANCE OF 261.13 FEET TO A POINT OF TANGENT REVERSE CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD DISTANCE OF 70.71 FEET, A CHORD BERING OF N-45°08'16"-W, FOR AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION FOR INGRESS/EASEMENT TO
5.00 ACRE COMMERCIAL PARCEL

THAT PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 30 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1, AND RUN ALONG THE NORTH BOUNDARY THEREOF N-89°58'05"-W, 2059.58 FEET; THENCE S-00°08'12"-W, 58.40 FEET TO A POINT ON THE SOUTH BOUNDARY OF STATE ROAD 60; THENCE ALONG SAID SOUTH BOUNDARY S-89°51'44"-W, 880.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A TANGENT POINT OF CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD DISTANCE OF 70.71 FEET, A CHORD BEARING OF S-45°08'16"-E, FOR AN ARC DISTANCE OF 78.54 FEET TO A POINT OF TANGENT REVERSE CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 537.90 FEET, A CENTRAL ANGLE/DELTA OF 27°48'52", A CHORD DISTANCE OF 258.57 FEET, A CHORD BEARING OF S-14°02'42"-E, FOR AN ARC DISTANCE OF 261.13 FEET; THENCE ALONG A RADIAL LINE N-71°13'02"-E, 78.01 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE/DELTA OF 37°22'16", A CHORD DISTANCE OF 137.76 FEET, A CHORD BEARING OF N-00°05'51"-W, FOR AN ARC DISTANCE OF 140.23 FEET TO A POINT OF TANGENT REVERSE CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE/DELTA OF 18°43'34", A CHORD DISTANCE OF 89.48 FEET, A CHORD BEARING OF N-09°13'31"-E, FOR AN ARC DISTANCE OF 89.88 FEET; THENCE ALONG A TANGENT LINE N-00°08'16"-W, 25.00 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD DISTANCE OF 35.36 FEET, A CHORD BEARING OF N-44°51'44"-E, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT ON SAID SOUTH BOUNDARY OF STATE ROAD 60; THENCE ALONG SAID SOUTH BOUNDARY AND ALSO BEING A TANGENT LINE S-89°51'44"-W, 225.72 FEET TO THE POINT OF BEGINNING.

INSTR # 2000074475
OR BK 04456 PG 1571
RECORDED 05/15/2000 03:27 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DOC TAX PD(F.S.201.02) 105.00
DEPUTY CLERK T Tierney

This Document Prepared By and Return to:
CLAY A. TERRY, ESQUIRE
BRADLEY JOHNSON LAW FIRM, P.A.
POST OFFICE BOX 1260
LAKE WALES, FL 33859-1260
FLORIDA BAR NO #106227

Parcel ID Number: 352925/000000/011150

Warranty Deed

This Indenture, Made this 15th day of May, 2000 A.D. Between
HENRY J. CARVER

of the County of POLK, State of Florida, grantors, and
CLEAR SPRINGS LAND COMPANY, L.L.C.

whose address is: 115 East Van Fleet Drive, BARTOW, FL 33830

of the County of POLK, State of Florida, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of POLK State of Florida to wit:

Begin 25 feet North of the Southeast corner of NE 1/4 of NE 1/4 of Section 35, Township 29 South, Range 25 East, thence run North 635 feet, West 510 feet, South 485 feet, East 400 feet, South 150 feet, and East 110 feet to point of beginning.

THIS CONVEYANCE IS SUBJECT TO CURRENT TAXES, EASEMENTS, RESTRICTIONS, AND/OR CONDITIONS OF RECORD

THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR HEREIN.

R - RETURN BY ATTORNEYS' TITLE SERVICES COURIER,
BRADLEY JOHNSON LAW FIRM, P.A.
OFFICE BOX (CAT)

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Kimberly L. Brimlow
Printed Name: KIMBERLY L. BRIMLOW
Witness

V. Lynne Windsor
Printed Name: V. Lynne Windsor
Witness

Henry J. Carver (Seal)
HENRY J. CARVER
P.O. Address: 1790 Davis Avenue, BARTOW, FL 33830

STATE OF Florida
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15th day of May, 2000 by HENRY J. CARVER

who is personally known to me or who has produced his Florida driver's license as identification.

Kimberly L. Brimlow
Printed Name: Kimberly L. Brimlow
Notary Public
My Commission Expires:

NOTARY PUBLIC - STATE OF FLORIDA
KIMBERLY L. BRIMLOW
COMMISSION # CC697693
EXPIRES: 10/30/01
BONDED THRU ASA 1-800-NOTARY

00-0395/CAT

Laser Generated by © Display Systems, Inc., 1998 (941) 753-3555 Form FL-WD-1

INSTR # 2001072003
OR BK 04685 PG 1850
RECORDED 04/25/2001 02:28 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DOC TAX PD(F.S.201.02) 4,731.20
DEPUTY CLERK J Ford

This instrument prepared by
and return to:

Robert J. Stanz, Esquire
Holland & Knight LLP
P.O. Box 32092
Lakeland, FL 33802-2092
(863) 682-1161

SPECIAL WARRANTY DEED

The Grantor, **IMC PHOSPHATES COMPANY**, a Delaware general partnership, formerly known as IMC-Agrico Company, whose address is Post Office Box 2000, Mulberry, Florida 33860-1100, in consideration of the sum of ten dollars and other valuable considerations received from the Grantee, **CLEAR SPRINGS LAND COMPANY, L.L.C.**, a Delaware limited liability company, whose mailing address is c/o S.N. Phelps & Co., 55 Railroad Avenue, Greenwich, Connecticut 06830 hereby grants and conveys to the Grantee the real property described on **Exhibit A** attached hereto and herein called the "Property."

This conveyance and title to the Property are or may be subject to the title matters identified on **Exhibit B** hereto.

As against all persons claiming by, through or under the Grantor, the Grantor hereby covenants that the Property is free of all encumbrances, except as stated herein, that lawful seisin of and good right to convey the Property are vested in the Grantor, and the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

1. Grantee recognizes that the Property, or portions thereof, has been mined or disturbed in connection with Grantor's phosphate mining activities on the Property, and that Grantor has various on-going obligations with respect to the reclamation of the Property. Accordingly, with respect to the reclamation of the Property and the other rights and interests hereby reserved by Grantor, Grantor and Grantee agree as set forth below.

2. Prior to the commencement of any land reclamation activities Grantor will be responsible, at its own expense, for obtaining all permits necessary for Grantor's mining activities.

3. In connection with its reclamation activities on the Property, Grantor, at Grantor's expense, will promptly comply or cause to be complied with, all requirements of all present and future laws, orders, ordinances, rules and regulations (including those relating to pollution or the protection of the environment) of the United States of America, the State of Florida, Polk County, and all other governmental agencies having jurisdiction to impose any duties, obligations, or restrictions upon Grantor or Grantee with respect to the Property, and the reclamation of any part of the Property as required by law.

4. Grantor shall conduct, to the extent practicable and in accordance with customary industry practices and in accordance with all then applicable laws and regulations, reclamation of the surface of the parts of the Property that have been mined or otherwise disturbed to the extent that reclamation is required by law. Except as may be required by then applicable laws, ordinances and regulations, Grantor shall not be obligated to replant trees or otherwise conduct revegetation operations on the Property. Grantor's reclamation obligations as provided for herein shall be satisfied and discharged only when Grantor has completed the reclamation in accordance with all applicable laws, ordinances and regulations and has furnished Grantee appropriate evidence thereof. Grantee shall have no liability for land reclamation obligations arising under reclamation contracts entered into between Grantor and the State of Florida Department of Environmental Protection pursuant to Chapter 378, Florida Statutes; the Grantor shall retain all liability for obligations arising under such reclamation contracts and the Grantor retains and hereby expressly reserves the right and entitlement to reimbursement from the State of Florida Department of Environmental Protection for land reclamation costs incurred by Grantor. If Grantee commences land development activities in areas that are near to areas reclaimed or under reclamation by Grantor, Grantee shall take all reasonable precautions to assure that the consequences of Grantee's land development activities do not interfere with or adversely affect areas reclaimed or under reclamation by Grantor.

5. Grantor hereby further reserves easements and rights of access for purposes of allowing Grantor to complete all land reclamation activities required by applicable county and state laws and regulations, including, without limitation, the right to build, maintain and repair, use and operate roads, ditches, discharge points, electric transmission lines, catch basins, communications lines and pipelines, to move drive lines, equipment, personnel and materials across the property; provided, however, such reserved easements and rights of access relating to Grantor's reclamation activities shall terminate upon the completion of land reclamation and the formal release of the affected lands by applicable county and state agencies.

6. Until the completion of its land reclamation activities and the formal release of the affected lands by applicable county and state agencies, Grantor further reserves: (i) any and all rights to the consumptive use of subsurface water to the extent such rights are or may be based on or derived from ownership of the Property, (ii) the right to drain and flow water across the Property, (iii) the right to remove and use sand tailings on the Property for on-site and off-site land reclamation projects of the Grantor; and (iv) the right to enter upon the Property and take such action as Grantor believes necessary or desirable to prevent or contain spills originated upon the Property as a result of Grantor's mining or reclamation activities or on Grantor's lands beyond the boundaries of the Property.

7. Grantor shall have the sole discretion regarding the manner, method and conduct of its operations and its use of the Property, subject to compliance with all applicable laws, ordinances, and regulations. Grantor shall promptly discharge any lien that may arise against the Property as a result of Grantor's mining or other activities on or with respect to the Property.

8. Grantor agrees to and does hereby indemnify and hold Grantee harmless from and against all claims, demands, suits, or causes of action for damages and injury of any kind to persons and property arising out of Grantor's activities on or about the Property. Grantee agrees to and does hereby indemnify and hold Grantor harmless from and against all claims, demands, suits, or causes of action for damages and injury of any kind to persons and property arising out of Grantee's activities on or about the Property.

9. Whenever requested by Grantor, Grantee agrees to join in the execution of instruments granting to third parties easements or rights-of-way across the Property for roads, railroads, electric powerlines, pipelines, and other utilities.

10. Grantor shall not be liable for any failure or delay in the performance of any of its obligations hereunder if and to the extent that such delay or failure is due in whole or in part to any contingency or cause of any nature beyond Grantor's reasonable control, including, without in any way limiting the generality of the foregoing, acts of God, war, insurrection, riot, storm, flood, or other adverse weather condition, strike, lockout, or other labor difficulty (from whatever cause arising, and whether or not the demands of the employees are reasonable or within Grantor's power to grant), law, act, order, regulation, ordinance, instruction or request of government or other public authority, failure to obtain or loss or suspension of necessary licenses or permits, or curtailments or suspensions of operations to remedy or avoid an actual or alleged violation of federal, state, or local pollution, safety, health, or welfare standards as may be in effect from time to time. In the event of the happening of such a contingency or cause, the time for Grantor's

performance shall be extended for the time that Grantor's performance was so prevented.

11. All notices and communications hereunder shall be in writing and may be given by the parties (a) by mail or expedited mail service, such as Federal Express, at their respective addresses contained herein, or (b) by telecopy or facsimile transmission, or (c) by manual delivery. Notices given by mail, including expedited delivery, shall be deemed given when deposited with the carrier, properly addressed and with postage paid or charged to the sender. Notices given by telecopy or facsimile transmission shall be deemed given when received at the correct telephone number for the addressee. Notices given by manual delivery shall be deemed received when actually received at the address of the addressee. Either party hereto may change its address for the purpose of receiving notices and communications by giving written notice thereof to the other party in accordance with the provisions of this paragraph. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or other recognized holiday, the time shall be extended to the next day that is not a Saturday, Sunday, or recognized holiday.

12. Any of Grantee's operations or activities on the Property relating to any taking or use of underground water from the Property shall be subordinate to and shall not materially interfere with Grantor's rights hereunder. Grantee shall give Grantor written notice, reasonably in advance, of any such proposed operations or taking or use of water.

13. Grantor may, at any time, and shall, upon the completion of reclamation and the formal release of the affected lands by applicable county and state agencies, release its interest in part or parts of the Property by executing and delivering to Grantee a quitclaim deed therefor in recordable form. However, no such release shall relieve Grantor of any of its obligations hereunder. No assignment or transfer of Grantee's rights in all or any part of the Property shall operate to diminish Grantor's rights.

14. In addition, Grantor shall, upon request by Grantee, release such portions of the Property that are no longer necessary to or affected by Grantor's reclamation activities.

The foregoing reservations and restrictions shall run with title to the Property and be binding upon any and all persons having any ownership interest in the Property. The foregoing reservations and restrictions may be enforced by Grantee, or any other owner of any part of the Property, Grantor, any party who succeeds to any of the rights of Grantor, hereunder, or any other person whose interest in the Property will or may be protected by enforcement of the foregoing restrictions. Enforcement

may be by an action seeking an injunction to stop or prevent violation of the restrictions, or by any other action (including suits for money damages) or means provided or allowed by Florida law.

As used herein, the terms Grantor and Grantee include and mean the parties hereto and their respective successors and assigns.

DATED as of the 23rd day of March, 2001.

Signed in the presence of:

IMC PHOSPHATES COMPANY, a Delaware general partnership

Joy Lane Hall
(name) Joy Lane Hall

Ronnie T. Hall
(name) Ronnie T. Hall
Two witnesses

By: IMC PHOSPHATES MP, INC., a Delaware corporation, as its managing general partner

By: R M Qualls
Robert M. Qualls, as Vice President of IMC PHOSPHATES MP, Inc.

Address: P. O. Box 2000
Mulberry, Florida 33860-1100

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 23rd day of March, 2001, by R. M. Qualls, as Vice President of IMC Phosphates MP, Inc., as the managing general partner of IMC-PHOSPHATES Company, on behalf of the corporation and the partnership. Such person is personally known to me or produced a current (less than five years old) driver's license or non-driver's identification card issued by a state in the U.S.A. and having a serial or other identifying number.

(SEAL)

JOY LANE HALL
Notary Public, State of Florida
My comm. expires Mar. 3, 2003
Comm. No. CC814386

Joy Lane Hall
Printed/typed name: Joy Lane Hall
Notary Public-State of Florida
Commission Number: CC814386
Commission expires: 3/3/2003

EXHIBIT A

IN TOWNSHIP 30 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA

Section 12: The S 1/2 of SW 1/4, the E 1/2 of SW 1/4 of SE 1/4 LESS the north 2 acres thereof, the south 592.92 feet of the SW 1/4 of SW 1/4 of SE 1/4, and that part of the SE 1/4 of SE 1/4 described as: begin 190.32 feet north of the southwest corner of said SE 1/4 of SE 1/4, run thence north 504 feet, thence east 304 feet, thence southwesterly 603 feet, more or less, to the point of beginning (including all that part of the south 694.32 feet of the SE 1/4 of SE 1/4 of Section 12 lying west of State Road 555).

Section 13: (a) The W 1/2 LESS that part thereof conveyed to Melvin M. Osthoff and Barbara L. Osthoff, husband and wife, by deed dated October 15, 1987, and recorded in Official Records Book 2576, page 1914, public records of Polk County, Florida;

(b) That part of the W 1/2 of NE 1/4 lying west of State Road S-555 (the Bartow- Barcola-Agricola Road, as such road existed on January 25, 1973);

(c) The W 1/2 of NW 1/4 of SE 1/4 LESS that part thereof lying southeasterly of State Road S-555 (as such road existed on November 22, 1977);

(d) The NE 1/4 of NW 1/4 of SE 1/4 LESS that part thereof lying east of County Road 555.

and Less,

That part of the SW 1/4 of Section 13, Township 30 South, Range 24 East Polk County, Florida, described as follows:

Commence at the southeast corner of said SW 1/4 of Section 13; thence south 89°14'19" west, along the south boundary of said SW 1/4, 512.03 feet to the west boundary of the east 512.00 feet of the SE 1/4 of the SW 1/4; thence north 00°10'13" west along said west boundary 1235.74 feet to the Point of Beginning; thence continue north 00°10'13" west, 89.09 feet; thence north 89°14'19" east, parallel with the south boundary of said SW 1/4, 512.03 feet to the northeast corner of said SE 1/4 of SW 1/4, also being the northwest corner of the SW 1/4 of the SE 1/4 of said Section 13; thence north 89°43'15" east, 156.63 feet to the west boundary of County Road 555; thence north 32°17'27" east, along

said west boundary, 106.80 feet; thence south 89°43'15" west, 214.50 feet; thence south 89°14'19" west 652.83 feet; thence south 00°10'13" east 173.09 feet; thence north 89°14'19" east, parallel with the south boundary of said SW 1/4, 141.35 feet to the point of beginning.

and Less

The west 141.35 feet of the east 653.35 feet of the north 617.87 feet of the south 1235.74 feet of the SE 1/4 of the SW 1/4 of Section 13, Township 30 South, Range 24 East, Polk County, Florida.

and Less

The west 141.35 feet of the east 653.35 feet of the south 617.87 feet of the SE 1/4 of SW 1/4 of Section 13, Township 30 South, Range 24 East, Polk County, Florida.

Section 14: (a) The NE 1/4 of NE 1/4; and

(b) That part described as: begin at the southwest corner of said Section 14; thence north 0°45'47" west, along the west boundary of said Section 14 a distance of 2,023.69 feet; thence north 69°15'02" east 926.18 feet; thence north 78°33'03" east 355.46 feet; thence north 79°01'12" east 345.49 feet; thence north 33°28'40" east 182.60 feet; thence north 3°20'16" east 624.86 feet; thence north 14°19'40" west 289.63 feet; thence north 65°36'03" west 414.23 feet; thence north 2°09'29" east 406.65 feet; thence north 85°55'07" east 836.53 feet; thence south 87°30'17" east 573.25 feet; thence south 89°46'39" east 1,248.10 feet to the west boundary of the NE 1/4 of NE 1/4 of said Section 14; thence south 0°38'28" east along said west boundary 136.24 feet to the southwest corner of said NE 1/4 of NE 1/4; thence north 89°00'59" east 1,310.40 feet to the southeast corner of said NE 1/4 of NE 1/4; thence south 0°20'36" east along the east boundary of said Section 14 a distance of 3,961.39 feet to the southeast corner of said Section 14; thence south 89°09'22" west along the south boundary of said Section 14 a distance of 5,221.46 feet to the point of beginning.

Section 15: That part described as follows: begin at the southeast corner of said Section 15; thence South 89°42'29" west along the south boundary of said Section 15 a distance of 406.81 feet; thence north 27°05'39" west 947.74 feet; thence north 13°29'20" west 411.80 feet; thence north

28°35'34" east 628.05 feet; thence north 69°15'02" east 649.09 feet to the east boundary of said Section 15; thence south 0°45'47" east along said east boundary 2,023.69 feet to the point of beginning.

Section 22: That part of the NE 1/4 of NE 1/4 described as: begin at the northeast corner of said Section 22; thence south 0°14'32" west along the east boundary of said Section 22 a distance of 522.86 feet; thence north 55°59'57" west 254.46 feet; thence north 27°05'39" west 425.14 feet to the north boundary of said Section 22; thence north 89°42'29" east along said north boundary 406.81 feet to the point of beginning.

Section 23: The N 1/4.

Section 24: That part of the N 1/2 of NW 1/4 lying west of County Road 555.

EXHIBIT B

1. Real estate taxes for 2001 and subsequent years.

2. Zoning and other governmental restrictions and prohibitions.

3. Easements for existing powerlines, utilities, roadways and railroad rights-of-way on or across the Property.

4. Restrictions, limitations and reservations of record.

5. Florida Department of Environmental Protection Nonmandatory Land Reclamation Mortgage, dated July 26, 1999, recorded October 20, 1999, ORB 4337, page 645 (Sections 12, 13 and 14)

6. Florida Department of Environmental Protection Nonmandatory Land Reclamation Mortgage, dated September 10, 1997, recorded March 17, 1198, ORB 3993, page 81. (Sections 13, 14, 15, 23 and 24)

7. Florida Department of Environmental Protection Nonmandatory Land Reclamation Mortgage, dated September 10, 1997, recorded March 17, 1998, ORB 3993, page 86 (Sections 13 and 14)

ORLI #612961 v1

INSTR # 2000106370
OR BK 04489 PG 1164
RECORDED 07/06/2000 03:11 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DOC TAX PD(F.S.201.02) 0.70
DEPUTY CLERK B Morris

This instrument prepared by
(and return to):
James A. Park, III
HOLLAND & KNIGHT LLP
Post Office Box 1526
Orlando, Florida 32802

35-29-25-000000-011010
Property Appraiser's Parcel
Identification Number(s)

CORRECTIVE WARRANTY DEED

The Grantor, IMC-AGRICO COMPANY, a Delaware general partnership, in consideration of the sum of ten dollars and other valuable considerations received from the Grantees, hereby grants and conveys to the Grantee, Samuel A. Tice, whose mailing address is 400 91 Mine Road, Bartow, Florida 33830, the real property in Polk County, Florida described on attached Exhibit A (the "Lands").

This conveyance is subject to real estate taxes for 1998 and subsequent years, and to easements and restrictions of record.

The Grantor hereby covenants that the property is free of all encumbrances, except as stated herein, that lawful seisin of and good right to convey the property are vested in the Grantor, and the Grantor hereby fully warrants the title to the property and will defend the same against the lawful claims of all persons whomsoever.

This corrective deed is given to correct a scrivener's error in the legal description contained in that certain deed from Grantor to Grantee, dated April 17, 1998 and recorded in Official Records Book 4046, Page 936 of the public records of Polk County, Florida.

DATED this 5 day of June, 2000.

Signed in the presence of:

Print name: Jeff Mountjoy

W. B. Castles
Print name: W. B. CASTLES

Two witnesses

IMC-AGRICO COMPANY, a Delaware general partnership

By: IMC-AGRICO MP, INC., a Delaware corporation, as its managing general partner

By: [signature]
Name: ROBERT M. QUALLS
Title: VICE PRESIDENT

ADDRESS:
Post Office Box 2000
Mulberry, Florida 33860

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 6th day of June, 2000, by R.M. Quails, as Vice President of IMC-Agrico MP, Inc., as the managing general partner of IMC-Agrico Company, on behalf of the corporation and the partnership. Such person is personally known to me or produced a current (less than five years old) driver's license or non-driver's identification card issued by a state in the U.S.A. and having a serial or other identifying number.

Printed/typed name: Joy Lane Hall
Notary Public-State of Florida
Commission Number: CC814386
Commission expires: 3/3/2003

(SEAL)

OSLI-824512

JOY LANE HALL
Notary Public, State of Florida
My comm. expires Mar. 3, 2003
Comm. No. CC814386

EXHIBIT A

Commence at the Northwest corner of the South ½ of the Southwest ¼ of Section 35, Township 29 South, Range 26 East, Polk County, Florida, thence South 89°53'04" East along the North line of said South ½ of the Southwest ¼ a distance of 385.00 feet, thence South 00°24'29" East and parallel to the West line of said South ½ of the Southwest ¼ a distance of 247.94 feet, thence South 89°53'04" East and parallel to the North line of said South ½ of the Southwest ¼ a distance of 528.45 feet to the point of beginning, thence continue South 89°53'04" East and parallel to the said North line 272.94 feet, thence South 00°24'29" East and parallel to the West line of said South ½ of the Southwest ¼ a distance of 1018.54 feet to the North right-of-way line of State Road #60, thence South 89°51'44" West along said right-of-way line a distance of 272.93 feet, thence North 00°24'29" West and parallel to the West line of said South ½ of the Southwest ¼ a distance of 1019.74 feet to the point of beginning, said tract containing 6.38 acres, more or less.

ORL1 #[redacted] v1

INSTR # 2004025270
BK 05667 PGS 1676-1677 PG(s)2
RECORDED 02/10/2004 09:03:50 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 175.00
RECORDING FEES 10.50
RECORDED BY M Stevens

Prepared by and return to:
Keith H Wadsworth
Peterson & Myers, PA
130 East Central Avenue
P. O. Box 1079
Lake Wales, FL 33859-1079
File Number: CLEAUW-5
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 4th day of February, 2004 between **Clear Springs Land Company, LLC, a Delaware limited liability company** whose post office address is **690 E. Davidson Street , Bartow, FL 33830**, grantor, and **Larry D. McDougald, a single man** whose post office address is **P.O. Box 674, Homeland, FL 33847**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Polk County, Florida** to-wit:

See Exhibit "A" attached hereto and made a part hereof.

Parcel Identification Number: 053125-000060-013110

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Keith H. Wadsworth

Witness Name: Mary Kay Roberts

Clear Springs Land Company, LLC

By: Susan M. Spelios, President

Its: President

(Corporate Seal)

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 4th day of February, 2004 by **SUSAN M. SPELIOS** as **President** of Clear Springs Land Company, LLC, on behalf of the corporation. He/she [ ] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Mary Kay Roberts

My Commission Expires: 04/16/2004

Notary Public, State of ...
My comm. expires ...
Comm. #...

DoubleTime

EXHIBIT "A"

All that part of the NW 1/4 of the NE 1/4 of Section 5, Township 31 South, Range 25 East, Polk County, Florida described as follows:

Commence at the intersection of the South boundary of County Road 640 and the West boundary of said Section 5; thence N 89° 54' 29" E along the South boundary of said County Road 640, a distance of 3366.68 feet to the point of beginning; thence S 25° 51' 22" E, 300.35 feet; thence S 31° 36' 10" E, 148.15 feet; thence S 03° 37 39" E, 72.48 feet to a point lying 510.00 feet South of the North boundary of said Section 5; thence N 89° 59' 34" E, parallel with the North boundary of said Section 5, a distance of 275.26 feet to a point lying 105.76 feet west of the East boundary of NW 1/4 of NE 1/4 of said Section 5; thence N 0° 00' 19" W, parallel with said East boundary, 469.54 feet to the South boundary of said County Road 640; thence S 89° 54' 29" W along said South boundary, 488.42 feet to the point of beginning.

Parcel of land contains 4.012 acres more or less, and is subject to easement of record or use.

461509

OFF REC 1284 PAGE 133

A F F I D A V I T

STATE OF FLORIDA

COUNTY OF POLK

Before me, the undersigned authority, personally appeared MARGARET BLANCHE BROWN McCALL, who, being by me first duly sworn, respectfully says:

1. That she formerly owned the following described land in Polk County, Florida, to-wit:

The E-1/2 of NW-1/4, and the NE-1/4 of SW-1/4, and the SW-1/4 of NE-1/4, and the NW-1/4 of SE-1/4, all in Section 19, Township 30 South, Range 25 East, Polk County, Florida.

2. That as part of the consideration for her conveyance of the land, she obtained an option to repurchase the same for $50 per acre after mining and related uses have terminated (recognizing that for several years after mining the land may be needed for settling basins, water storage, pipe lines, power lines, passageways for vehicles and equipment, and other uses related to phosphate mining).

3. That she wishes to preserve her right to exercise the option set forth above and is filing this affidavit in order to give notice.

'70 APR 30 AM 9:55

Margaret Blanche Brown McCall

Margaret Blanche Brown McCall

Sworn to and subscribed before me this 30th day of April, 1970.

(Affix notarial seal)

Jessie Mae Brannen

Notary Public, State of Florida at Large

My commission expires:

FILED, RECORDED AND RECORD VERIFIED
PAUL VAUGHN, CLK. CIR. CT.
POLK COUNTY, FLA.
BY P.H. D.C.

461509

Exhibit "A-1"

LEGAL DESCRIPTION

PARCEL 1

THE E-1/2 OF THE SW-1/4 AND SW-1/4 OF THE SW-1/4, ALL IN SECTION 29, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND THE NE-1/4 OF THE NE-1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL.

AND THE SE-1/4OF THE SE-1/4 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND ALL THAT PART OF THE NW-1/4 OF THE NW-1/4 SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE PEACE RIVER CANAL.

AND ALL THAT PART OF THE E-1/2 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGIN AT A POINT ON THE SOUTH BOUNDARY OF SAID E-1/2 OF THE NW-1/4 A DISTANCE OF 468.79 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SAID E-1/2 OF THE NW-1/4; THENCE DEFLECT 91°51'23" FROM EASTERLY TO NORTHERLY AND RUN NORTHERLY 2059.11 FEET; THENCE DEFLECT 01°23'02" FROM NORTHERLY TO NORTHEASTERLY AND RUN NORTHEASTERLY 612.95 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID E-1/2 OF THE NW-1/4, SAID POINT BEING 448.31 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID E-1/2 OF THE NW-1/4 AND THE END OF SAID LINE.

LESS RIGHT-OF-WAY FOR STATE ROAD NUMBER 60.

AND LESS: THE EAST 223 FEET OF THE WEST 273 FEET OF THE NORTH 180 FEET OF THE SOUTH 988.50 FEET OF THE SE-1/4 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA,

SUBJECT TO: AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LANDS: THE WEST 50 FEET OF THE SOUTH 988.50 FEET OF THE SE-1/4 OF THE NW-1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 60.

AND

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, AND

THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING SOUTH AND EAST OF THE MAINTAINED RIGHT OF WAY OF GERBER DAIRY ROAD, SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

AND LESS

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 26 WEST, POLK COUNTY, FLORIDA AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 60 PER FDOT MAP SECTION 16110-2505 THENCE NORTH 01°07'10" WEST, ALONG SAID EAST LINE, A DISTANCE OF 922.64 FEET TO A POINT OF BEGINNING; THENCE CONTINUE NORTH 01°07'10" WEST, ALONG SAID EAST LINE, A DISTANCE

OF 481.00 FEET; THENCE NORTH 89°56'21" EAST A DISTANCE OF 350.00 FEET; THENCE SOUTH 01°07'10" EAST A DISTANCE OF 481.00 FEET; THENCE SOUTH 89°56'21" WEST A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING.

AND LESS

PARCEL 2

A PORTION OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, THENCE SOUTH 00°21'57" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1076.51 FEET; THENCE NORTH 47°29'16" WEST A DISTANCE OF 302.64 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 291.34 FEET; THENCE SOUTH 42°30'44" WEST A DISTANCE OF 1185.11 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00°24'54" WEST, ALONG SAID WEST LINE A DISTANCE OF 415.53 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00°24'14" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1311.20 FEET TO THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF GERBER DAIRY ROAD ACCORDING TO MAP BOOK 8, PAGE 192 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES; SOUTH 89°32'58" EAST A DISTANCE OF 115.60 FEET; SOUTH 89°26'06" EAST A DISTANCE OF 100.00 FEET; SOUTH 89°46'43" EAST A DISTANCE OF 100.00 FEET; SOUTH 89°22'39" EAST A DISTANCE OF 100.00 FEET; NORTH 89°59'32" EAST A DISTANCE OF 100.00 FEET; SOUTH 88°55'09" EAST A DISTANCE OF 100.01 FEET; SOUTH 89°36'24" EAST A DISTANCE OF 200.00 FEET; SOUTH 89°32'58" EAST A DISTANCE OF 72.00 FEET; SOUTH 87°42'30" EAST A DISTANCE OF 28.01 FEET; NORTH 86°05'02" EAST A DISTANCE OF 147.93; NORTH 71°43'03" EAST A DISTANCE OF 58.75 FEET; NORTH 63°16'24" EAST A DISTANCE OF 100.03 FEET; NORTH 58°38'09" EAST A DISTANCE OF 100.15 FEET; NORTH 61°40'09" EAST A DISTANCE OF 29.69 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 00°22'05" EAST, ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 112.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 334.529 ACRES, MORE OR LESS.

AND

PARCEL 2

A PORTION OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, THENCE SOUTH 00°21'57" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1076.51 FEET; THENCE NORTH 47°29'16" WEST A DISTANCE OF 302.64 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 291.34 FEET; THENCE SOUTH 42°30'44" WEST A DISTANCE OF 1185.11 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00°24'54" WEST, ALONG SAID WEST LINE A DISTANCE OF 415.53 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 00°24'14" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 1311.20 FEET TO THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF GERBER DAIRY ROAD ACCORDING TO MAP BOOK 8, PAGE 192 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES; SOUTH 89°32'58" EAST A DISTANCE OF 115.60 FEET; SOUTH 89°26'06" EAST A DISTANCE OF 100.00 FEET; SOUTH 89°46'43" EAST A DISTANCE OF 100.00 FEET; SOUTH 89°22'39" EAST A DISTANCE OF 100.00 FEET; NORTH 89°59'32" EAST A DISTANCE OF 100.00 FEET; SOUTH 88°55'09" EAST A DISTANCE OF 100.01 FEET; SOUTH 89°36'24" EAST A DISTANCE OF 200.00 FEET; SOUTH 89°32'58" EAST A DISTANCE OF 72.00 FEET; SOUTH 87°42'30" EAST A DISTANCE OF 28.01 FEET; NORTH 86°05'02" EAST A DISTANCE OF 147.93; NORTH 71°43'03" EAST A DISTANCE OF 58.75 FEET; NORTH 63°16'24" EAST A DISTANCE OF 100.03 FEET; NORTH 58°38'09" EAST A DISTANCE OF 100.15 FEET; NORTH 61°40'09" EAST A DISTANCE OF 29.69 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 00°22'05" EAST, ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, A DISTANCE OF 112.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.744 ACRES, MORE OR LESS.

CITY OF BARTOW, FLORIDA

TO: Honorable Mayor and City Commissioners, City of Bartow City Commission

THROUGH: Mike Herr, City Manager

FROM: Michael Poucher, Director of Electric Utilties; Sean R. Parker, City Attorney

DATE: March 2, 2026

SUBJECT: Public hearing and final reading of Ordinance 2026-01 — AN ORDINANCE RELATING TO ELECTRIC SERVICE UTILITIES; AMENDING CERTAIN SECTIONS OF CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW; SPECIFICALLY UPDATING SECTIONS DEALING WITH THE PAYMENT OF BILLS AND INSTALLATION OF UNDERGROUND FACILITIES; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY AND BACKGROUND

The Electric Department proposes to amend the Bartow Code of Ordinances Section 78-153 – Payment of bills to move the service charge amount from the ordinance to the City of Bartow Electric Tariff book. Section 78-156 – Underground installation of electric distribution facilities will be amended to require underground construction for new electric line extensions in the electric utility service territory with some exceptions.

STAFF ANALYSIS

Code Section 78-153 contains a specific $20.00 service charge to restore electric service after the service is cut for non-payment. The charge increases to $40 if it is cut at the pole and doubles if done after hours. Service fees need to change from time to time as costs change and this means an ordinance change and all the associated paperwork must be done for each change. By placing the fees in the Electric Tariff book, which is still approved by the City Commission, it reduces the time and administrative burden to make changes to the fees.

Code Section 78-156 is amended to require underground for new electric line extensions in the City of Bartow Electric service territory. Most new line extensions are installed underground and underground has many benefits including greater resilience to outages from animals and storms, less need for tree trimming, and better aesthetics in public areas. Requiring underground construction by ordinance puts potential new customers on notice that underground will be required and gives the electric utility the authority to enforce the ordinance.

There are several exemptions to underground construction for situations where underground is cost prohibitive or not practical to install. This includes large residential or agricultural tracts, temporary

facilities, and utility equipment that is normally above ground.

FISCAL IMPACT

There is no immediate fiscal impact due to the proposed changes. Staff will be bringing fee changes to the Commission for approval in the near future. Many of our fees have not been updated in many years and need to be adjusted. Staff will be bringing changes to the City's Electric Line Extension Policy at the next Commission meeting which will have a substantial impact to the equitable recovery of new construction costs.

RECOMMENDATION

Staff recommends the City Commission adopt the changes to section 78 of the Code of Ordinances.

ATTACHMENTS

1. 2026-01 Electric Utilities Update Ordinance of 2026 with attachments

ORDINANCE NO: 2026-01

AN ORDINANCE RELATING TO ELECTRIC SERVICE UTILITIES; AMENDING CERTAIN SECTIONS OF CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW; SPECIFICALLY UPDATING SECTIONS DEALING WITH THE PAYMENT OF BILLS AND INTSTALLATION OF UNDERGROUND FACILITIES; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bartow has a series of ordinance sections related to the overall governance of its Utilities, which are codified in Chapter 78 of the Code of Ordinances; and

WHEREAS, from time to time there is a need to review, revise, modify, delete, and/or add particular Sections to this Chapter as part of an overall update to the Chapter and in response to various events and conditions that exist in the City's facilities; and

WHEREAS, the Director of Electric Utility, and his staff have worked to develop the various updates that are contained in this ordinance, in an effort to provide needed updates to the Chapter; and

WHEREAS, the City Commission finds that these updates to Chapter 78 are necessary and will serve to provide the City and its citizens with necessary updates and revisions to the Code.

NOW THEREFORE

BE IT ENACTED BY THE PEOPLE OF THE CITY OF BARTOW:

SECTION 1. This ordinance shall be commonly known as the "Electric Utility Chapter 78 Update Ordinance of 2026" and may be so cited.

SECTION 2. Various Sections of Chapter 78 of the Code of Ordinances shall be revised and modified, as set forth in Exhibit 'A' to this ordinance, a copy of which is attached hereto and incorporated herein, such copy consisting of two (2) numbered pages. In accordance with §166.041(2), Florida Statutes, added language to existing code provisions shall be <u>underlined</u> and deleted language from existing code provisions shall be ~~stricken through~~.

SECTION 3. All existing ordinances of the City of Bartow in conflict with this ordinance are repealed to the extent necessary to give this ordinance full force and effect.

SECTION 4. If any provision or portion of this ordinance is declared by a court of competent

jurisdiction to be void, unconstitutional, or unenforceable, then all remaining portions, provisions, and regulations of this ordinance shall remain in full force and effect.

SECTION 5. Any scrivener's error created as a result of the passage of this ordinance may be corrected by City of Bartow staff, without further legislative action, so long as the intent of this ordinance is preserved, by filing a revised copy thereof with the City Clerk's office with the terms "Staff Revised" and the revision version number in the style of the ordinance.

SECTION 6. It is the intent of the City Commission that the provisions of Exhibit 'A' to this ordinance shall be codified as and become and be made a part of the permanent Code of Ordinances of the City of Bartow. The provisions of Exhibit 'A' to this ordinance may be renumbered or relettered to accomplish such intention and the word "ordinance", or similar words, may be changed to "section," "article", or other appropriate word. Further, it is the intent of the City Commission that the implementing and instructional sections of this ordinance, Sections 1 through 7, shall not be codified. The Code codifier is granted liberal authority to codify the provisions of Exhibit 'A' to this ordinance, including the authority to modify cross-references as he or she may see fit to capture the intent of this ordinance.

SECTION 7. This ordinance shall take effect upon final passage.

INTRODUCED AND PASSED on first reading at the Regular meeting of the City of Bartow City Commission held this 16th day of February, 2026.

PASSED AND ADOPTED on second reading at the Regular meeting of the City of Bartow City Commission held this ____ day of March, 2026.

CITY OF BARTOW

_____
Tanya Tucker, Mayor

ATTEST:

_____
Jacqueline Poole, City Clerk
(city seal)

APPROVED AS TO FORM:

_____
Sean R. Parker, City Attorney

APPROVED AS TO SUBSTANCE:

_____
Mike Herr, City Manager

EXHIBIT "A"

Sec. 78-153. - Payment of bills.

(a) All bills for electric service are due and payable within 21 days after the date of meter reading. Failure to pay such bills within seven days after they become due and payable will subject the consumer to discontinuance of service. After service has been discontinued, a service charge ~~of $20.00~~ must be paid prior to restoration of service as specified in City of Bartow Electric Tariffs Sheet 8.0, as amended from time to time.~~when service was disconnected at the meter, or a service charge of $40.00 must be paid prior to restoration of service for service disconnected at the service pole (the latter charge to include replacement of the meter); said service charges shall be doubled if service is restored after hours.~~ Failure of the consumer to receive a bill shall not avoid discontinuance of service, although the city manager, or his designee, may waive discontinuance of service if he finds that extenuating circumstances caused the delinquency (see also section 78-182).

(b) Any consumer whose income from Social Security, Social Security Supplement Division, or the state department of health and rehabilitative services under aid to families with dependent children exceeds 50 percent of his total income as determined by such agencies, and who is the owner or lessee in occupancy of the house to which electric service is provided, and whose electrical bill indicates a due date of the 16th through the 31st of the month or the first through the seventh of the month, shall have the election to designate an extended due date therefor of the following eighth day of the month. Such election shall be made by the consumer by registering at the customer service department at city hall and filing an appropriate affidavit.

Sec. 78-156. - Underground installation of electric distribution facilities.

a) Any individual so requesting may have his electrical distribution facilities installed underground. All such installations shall be performed in accordance with rules, regulations, and standards promulgated by the city manager or his designee, approved by motion of the city commission, and filed with the city clerk; such rules shall include the rates and charges for such installation and for the service.

b) Installation of underground facilities. All electric service extensions within the city electric utility service territory will be installed underground and all differential charges, contribution-in-aid-of-construction, and other applicable fees as provided for elsewhere in these ordinances will be paid by the applicant.

Exemptions: The following items shall be exempt from complying with the provisions of this section.

(1) Any residential or agricultural lot or parcel greater than 40,000 square feet in size where an overhead source is available. If an underground source is already available or planned, underground will be required.

(2) Temporary facilities installed to provide emergency utility services.

(3) Utility equipment utilized for street lighting purposes.

(4) Utility equipment utilized exclusively for vehicular and pedestrian traffic control purposes.

(5) Utility equipment appurtenant to underground facilities, such as pad-mounted transformers, switches, terminal boxes, meters, cabinets, vaults, and pedestals.

(6) Temporary utility equipment utilized or to be utilized exclusively in conjunction with construction projects, seasonal, or special event installations. Upon installation of permanent utility service, above ground service shall be removed.

(7) Electric substations, electrical distribution lines designated as main feeder lines on the utilities distribution switching schematic, or electrical lines rated for greater than 15 kV.

(8) Equipment installed by the utility which should not be installed underground for engineering, safety, or environmental regulatory reasons.

(9) Utility lines where severe disruption of existing improvements, diminished quality of service, or undue difficulty in repair would occur.

(10) Utility lines where an affected adjoining property owner will not consent to modification of easements.

CODE OF ORDINANCES SECTION 78-153 REVISION

Proposed Change to Section 78-153

•**Sec. 78-153. - Payment of bills.**

(a) All bills for electric service are due and payable within 21 days after the date of meter reading. Failure to pay such bills within seven days after they become due and payable will subject the consumer to discontinuance of service. After service has been discontinued, a service charge ~~of $20.00~~ must be paid prior to restoration of service as specified in City of Bartow Electric Tariffs Sheet 8.0 as amended from time to time. ~~when service was disconnected at the meter, or a service charge of $40.00 must be paid prior to restoration of service for service disconnected at the service pole (the latter charge to include replacement of the meter); said service charges shall be doubled if service is restored after hours.~~ Failure of the consumer to receive a bill shall not avoid discontinuance of service, although the city manager, or his designee, may waive discontinuance of service if he finds that extenuating circumstances caused the delinquency (see also section 78-182).

(b) Any consumer whose income from Social Security, Social Security Supplement Division, or the state department of health and rehabilitative services under aid to families with dependent children exceeds 50 percent of his total income as determined by such agencies, and who is the owner or lessee in occupancy of the house to which electric service is provided, and whose electrical bill indicates a due date of the 16th through the 31st of the month or the first through the seventh of the month, shall have the election to designate an extended due date therefor of the following eighth day of the month. Such election shall be made by the consumer by registering at the customer service department at city hall and filing an appropriate affidavit.

(Code 1955, § 9-20; Ord. No. 1769-A, § 1, 1-20-98)

1. Revision deletes specified service charge of $20.00 from the ordinance.
2. It specifies that charges are contained in the Electric Tariffs Sheet 8.0 which contains all the miscellaneous utility charges. The $20.00 charge is already contained in the tariff sheet.
3. This change simplifies revision of charges to a single reading rather than two revisions required to change the ordinance.
4. The Tariff sheets will be made available on the website and accessible to the public.

CODE OF ORDINANCES SECTION 78-156 REVISION

Proposed Change to Section 78-156

Sec. 78-156. - Underground installation of electric distribution facilities.

a) Any individual so requesting may have his electrical distribution facilities installed underground. All such installations shall be performed in accordance with rules, regulations, and standards promulgated by the city manager or his designee, approved by motion of the city commission, and filed with the city clerk; such rules shall include the rates and charges for such installation and for the service.

b) Installation of underground facilities. All electric service extensions within the city electric utility service territory will be installed underground and all differential charges, contribution-in-aid-of-construction, and other applicable fees as provided for elsewhere in these ordinances will be paid by the applicant.

Exemptions: The following items shall be exempt from complying with the provisions of this section.

1. Any residential or agricultural lot or parcel greater than 40,000 square feet in size where an overhead source is available. If an underground source is already available or planned, underground will be required.
2. Temporary facilities installed to provide emergency utility services.
3. Utility equipment utilized for street lighting purposes.

Proposed Change to Section 78-156 Continued

(4) Utility equipment utilized exclusively for vehicular and pedestrian traffic control purposes.
(5) Utility equipment appurtenant to underground facilities, such as pad-mounted transformers, switches, terminal boxes, meters, cabinets, vaults, and pedestals.
(6) Temporary utility equipment utilized or to be utilized exclusively in conjunction with construction projects, seasonal, or special event installations. Upon installation of permanent utility service, above ground service shall be removed.
(7) Electric substations, electrical distribution lines designated as main feeder lines on the utilities distribution switching schematic, or electrical lines rated for greater than 15 kV.
(8) Equipment installed by the utility which should not be installed underground for engineering, safety, or environmental regulatory reasons.
(9) Utility lines where severe disruption of existing improvements, diminished quality of service, or undue difficulty in repair would occur.
(10) Utility lines where an affected adjoining property owner will not consent to modification of easements.

(Code 1955, § 9-2

1. Revision adds language to the ordinance to require underground construction for new development.
2. Underground advantages include:
    a) greater resistance to outages.
    b) Less tree-trimming needed
    c) Better aesthetics
3. Certain installations are exempt including large residential or agricultural lots where underground becomes cost prohibitive, temporary facilities, lighting, and electric utility facilities.

ELECTRIC DOCUMENTATION

VOLUME I

CITY OF BARTOW

450 N. Wilson Ave.
P. O. Box 1069
Bartow, Florida 33830

Submitted to Florida Public Service Commission

Issued by: James R. O'Connor
City Manager

Effective [illegible]

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Issued by: Bradley L. Hiers
Director, Bartow Electric Utility

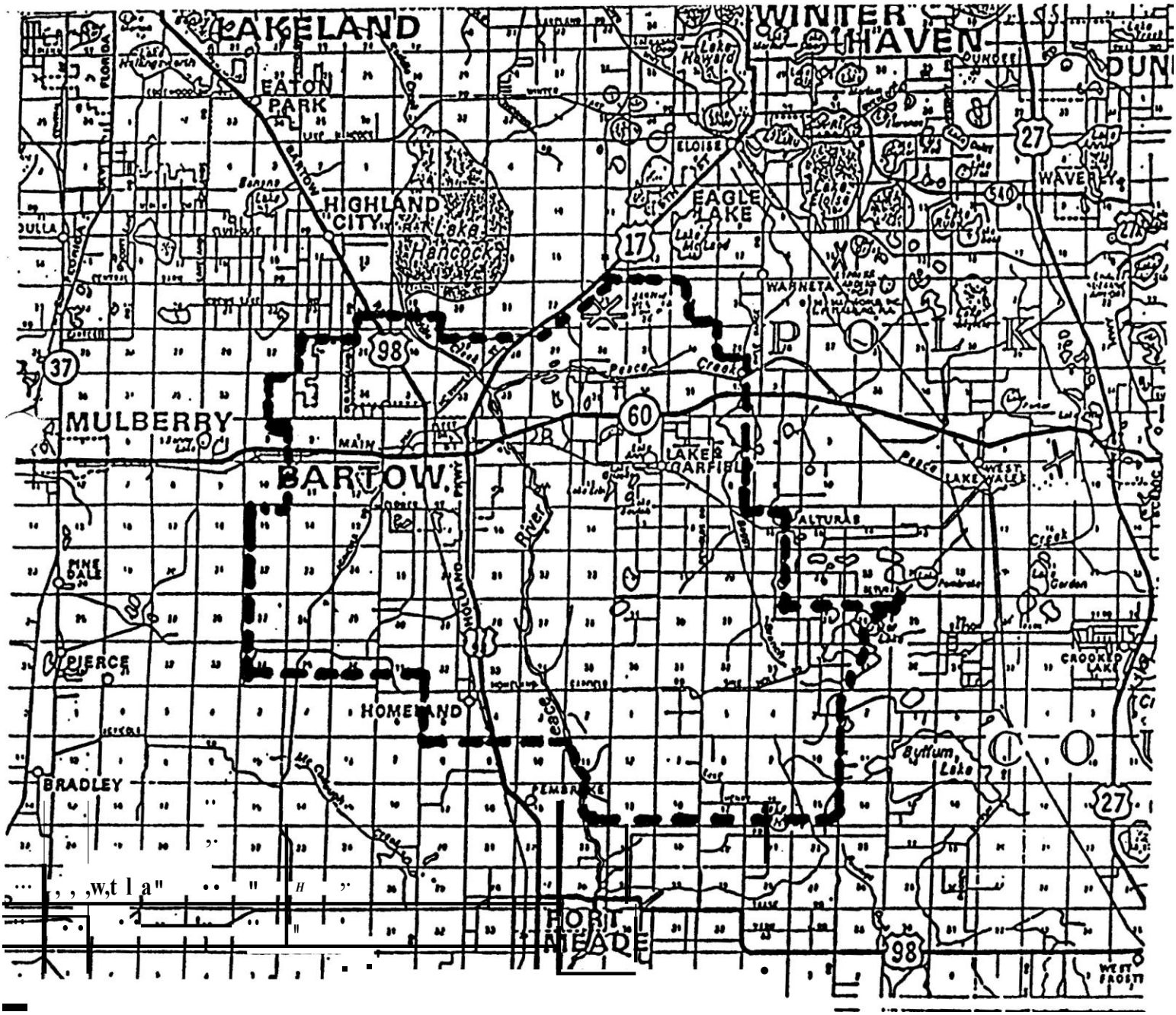
Effective: August 15, 2022

CITY OF BARTOW

FIRST REVISED SHEET NO. *3.0*
CANCELLING ORIGINAL SHEET NO. 3.0

DESCRIPTION OF TERRITORY SERVED

The City of Bartow and surrounding areas in Polk County Florida, as shown below:



Issued By: James R. O'Connor
City Manager

Effective: FEB 2 2

LIST OF COMMUNITIES SERVED

COMMUNITIES	**RATE** SCHEDULES
Bartow	GS, GSD, RS Applicable Throughout Area Served
Bartow Municipal Airport and Airport Industrial Park	
Connersville	
Gordonville (Part)	
Homeland	
Lake Garfield	
Wheeler Heights	
Lake Hendry and adjoining areas	

Issued by: James R. O'Connor
City Manager

Effective: FEB 22 1[illegible]

GENERAL SERVICE NON-DEMAND

RATE SCHEDULE GS

AVAILABILITY -Available throughout the area served.

APPLICABILITY - For lighting and power in establishments not classed as Residential Service or General Service Demand.

CHARACTER OF SERVICE - Single or three phase, 60 hertz, and at an available standard secondary voltage of the City.

LIMITATIONS - Subject to all the rules and regulations of the City of Bartow. Standby or resale not permitted.

RATES-	Service Charge	$ 9.40 per month
	Energy Charge	$0. .06826 per kWh

MINIMUM CHARGE - The minimum monthly charge shall be the service charge plus other applicable charges covered by Ordinance, State Statutes or Federal Law.

BILLING ADJUSTMENTS-See "Power Cost Adjustment" beginning on Sheet No. 9.0
See "Public Service Tax and Surcharge" beginning on Sheet No. 9.1
See "Florida Gross Receipts tax" beginning on Sheet No. 9.3
See "Florida Sales Tax', beginning on Sheet No. 9.5.

Issued by: Michael Poucher, P.E, Director, Electric Utility

Effective: April 1, 2025

GENERAL SERVICE DEMAND

RATE SCHEDULE GSD SECONDARY

AVAILABILITY - Available throughout the area served.

APPLICABILITY -For lighting and power in non-residential establishments with an electrical demand requirement of 20 kW or more for three or more months out of the past twelve months. Also available to customers with a lower demand requirement who agree to remain on this rate schedule for at least one year.

CHARACTER OF SERVICE - Single or three phase, 60 hertz, and at an available standard secondary voltage of the City.

LIMITATIONS - Subject to all the rules and regulations of the City of Bartow. Resale not permitted. Standby generating equipment is permitted for emergency purposes only.

RATES-	Service Charge	$ 22.79 per month
	Demand Charge	$10.04 per kW
	Energy Charge	$0.02365 per kWh

BILLING DEMAND - The maximum IS minute integrated demand, but not less than 20kW.

POWER FACTOR - When the power factor is less than 90%, the Billing Demand may be determined upon the basis of 90% of the calculated kVA demand.

MINIMUM CHARGE - The minimum monthly charge shall be the service charge plus demand charges, plus other applicable charges covered by Ordinance, State Statutes or Federal Law.

BILING ADJUSTMENTS- See "Power Cost Adjustment" beginning on Sheet No. 9.0
See "Public Service Tax and Surcharge" beginning on Sheet No. 9.1
See "Florida Gross Receipts tax" beginning on Sheet No. 9.3
See "Florida Sales Tax" beginning on Sheet No. 9.5.

Issued by: Michael Poucher, P.E. Director, Electric Utility

Effective: April 1, 2025

GENERAL SERVICE DEMAND

RATE SCHEDULE GSD PRIMARY

AVAILABILITY - Available throughout the area served.

APPLICABILITY - Customer served through primary metering for lighting and power in non-residential establishments with an electrical demand requirement of 20 kW or more for three or more months out of the past twelve months. Also available to customers with a lower demand requirement who agree to remain on this rate schedule for at least one year.

CHARACTER OF SERVICE - Single or three phase, 60 hertz, and at an available standard primary voltage of the City.

LIMITATIONS - Subject to all the rules and regulations of the City ofBai1ow. Resale not permitted. Standby generating equipment is permitted for emergency purposes only.

RATES-	Service Charge	$22.79 per month
	Demand Charge	$9.88 per kW
	Energy Charge	$0.02337per kWh

BILLING DEMAND -The maximum 15-minute integrated demand, but not less than 20kW.

POWER FACTOR - When the power factor is less than 90%, the Billing Demand may be determined upon the basis of 90% of the calculated kVA demand.

MINIMUM CHARGE - The minimum monthly charge shall be the service charge plus demand charges, plus other applicable charges covered by Ordinance, State Statutes or Federal Law.

BILLING ADJUSTMENTS-See "Power Cost Adjustment" beginning on Sheet No. 9.0
See "Public Service Tax and Surcharge" beginning on Sheet No. 9.1
See "Florida Gross Receipts tax" beginning on Sheet No. 9.3
See "Florida Sales Tax" beginning on Sheet No. 9.5.

Issued by: Michael Poucher, P.E. Director,
Electric Utility

Effective: April 1, 2025

GENERAL SERVICE DEMAND

RATE SCHEDULE GSD LARGE POWER

AVAILABILITY - Available throughout the area served.

APPLICABILITY -Primary metered customers with an electrical demand of 1000 kW or greater and a load factor of 50% or better for lighting and power in non-residential establishments.

CHARACTER OF SERVICE - Single or three phase, 60 hertz, and at an available standard secondary or primary voltage of the City.

LIMITATIONS - Subject to all the rules and regulations of the City of Bartow. Resale not permitted. Standby generating equipment is permitted for emergency purposes only.

RATES-	Service Charge	$22.79 per month
	Demand Charge	$9.83 per kW
	Energy Charge	$0.02211 per kWh

BILLING DEMAND -The maximum 15 minute integrated demand, but not less than 20kW.

POWER FACTOR - When the power factor is less than 90%, the Billing Demand may be determined upon the basis of 90% of the calculated kVA demand.

MINIMUM CHARGE - The minimum monthly charge shall be the service charge plus demand charges, plus other applicable charges covered by Ordinance, State Statutes or Federal Law.

BILLING ADJUSTMENTS- See "Power Cost Adjustment" beginning on Sheet No. 9.0
See "Public Service Tax and Surcharge" beginning on Sheet No. 9.1
See "Florida Gross Receipts tax" beginning on Sheet No. 9.3
See "Florida Sales Tax" beginning on Sheet No. 9.5.

Issued by: Michael Poucher, P.E. Director,
Electric Utility

Effective: April 1, 2025

GENERAL SERVICE DEMAND

RATE SCHEDULE GSD LOW LOAD FACTOR

AVAILABILITY - Available throughout the area served.

APPLICABILITY - For lighting and power in non-residential establishments with an electrical demand requirement of 20 kW or more, but not in excess of 200 kW, and with an average monthly load factor of less than 25%.

CHARACTER OF SERVJCE- Single or three phase, 60 hertz, and at an available standard secondary or primary voltage of the City.

LIMITATIONS - Subject to all the rules and regulations of the City ofBm1ow. Resale not permitted. Standby generating equipment is permitted for emergency purposes only.

RATES-	Service Charge	$22.79 per month
	Energy Charge	$0.09563 per kWh

BILLING DEMAND - The maximum 15 minute integrated demand will be metered monthly but will not be applied in the bi1Iing process.

MINIMUM CHARGE - The minimum monthly charge shall be the service charge plus other applicable charges covered by Ordinance, State Statutes or Federal Law.

BILLING ADJUSTMENTS - See "Power Cost Adjustment" beginning on Sheet No. 9.0
See "Public Service Tax and Surcharge" beginning on Sheet No. 9.1
See "Florida Gross Receipts tax" beginning on Sheet No. 9.3
See "Florida Sales Tax" beginning on Sheet No. 9.5.

SPECIAL CONDITIONS - Customers must apply in writing for service under this rate schedule and must remain under this rate schedule for a period of at least one year. Thereafter, in the event a customer served under this rate schedule modifies their electric usage such that Rate Schedule GSD is more advantageous, said customer will be permitted to change to bil1ing under Rate Schedule GSD, upon written request. Customers electing to change to Rate Schedule GSD must remain under that rate schedule for a period of at least one year.

By making application for Rate Schedule GSD Low Load Factor, the customer also agrees to the installation of load control equipment by, and at the option of, the City.

Issued by: Michael Poucher, P.E. Director,
Electric Utility

Effective: April I, 2025

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY -Avai1able throughout the area served.

APPLICABILITY - For service to a single-family dwelling unit occupied by one family or household, and to churches on church property used for church purposes. Service provided hereunder shall not be shared with or resold to others.

CHARACTER OF SERVICE- Single or three phase, 60 hertz, and at an available standard secondary voltage of the City.

LIMITATIONS - Subject to all the rules and regulations of the City of Bartow. Standby or resale not permitted.

RATES-	Service Charge	$9.40 per month
	Energy Charge	$0.05476 per kWh

MINIMUM CHARGE - The minimum monthly charge shall be the service charge plus other applicable charges covered by Ordinance, State Statutes or Federal Law.

BILLING ADJUSTMENTS - See "Power Cost Adjustment" beginning on Sheet No. 9.0
See "Public Service Tax and Surcharge" beginning on Sheet No. 9.I
See "Florida Gross Receipts tax" beginning on Sheet No. 9.3

Issued by: Michael Poucher, P.E.
Director, Electric Utility

Effective: April I, 2025

MISCELLANEOUS

LIMITATIONS-The following are subject to the ordinances, rules, and regulations of the City of Bartow.

Deposit - Credit Assessment Fee	$ 5.00
- Residential Service - Credit-based deposit policy based on square footage or on most recent 12 months of billing. Good credit risk deposit waived; Moderate credit risk - 1 times average bills; High credit risk - 2 times average bill.	
- General Service	2 times estimated average monthly bill
Reconnect Charge - Disconnect at Meter	$20.00
- Disconnected at Pole	$40.00
- After hours	$100.00
Bad Check Charge	5% of check, $20.00 minimum, or as permitted by Florida Statutes
Late Payment Penalty	1.5% of delinquent amount, $10.00 minimum
Meter Tampering Charge	Estimated value of diverted electricity plus $50.00 penalty, plus costs to investigate and repair damage, and increase in deposit to 2 times normal deposit.
New Service Charge / Transfer of Service Charge	$20.00
Temporary Service Charge - Single-phase Service Charge	$30.00
-Three-phase Service Charge	$50.00
Meter Test Charge	$30.00
	Refunded if meter is more than 2% fast or 2% slow.

UNDERGROUND SERVICE CHARGES: Subject to Underground Service Revised Regulations as recommended in August 2022 pursuant to Code of Ordinances Section 78-156 and available from the Bartow Utilities Department.

Type of Service:

General	Difference in Actual Cost of Underground installation compared to the estimated cost of overhead service.
Single-family Home Subdivision or Manufactured Home Development	Underground Secondary Only (200 A service) for individual residences,
Multi-family homes up to 4 Units per building	
Apartments and Condominiums - Smaller than 100 Units	
- 100 to 120 Units	
- 121 to 200 Units	
- Over 200 Units	

(Continued to Sheet No. 8.1)

small commercial	$649 per lot $844 per bldg. $422 per unit $316 per unit $275 per unit $233 per unit
establishments, or multi-family buildings	$575 up to 100 ft., plus $2.94/ft up to 200 ft.

(Continued to Sheet No. 8.1)

MISCELLANEOUS

EXTENSION OF ELECTRIC LINES: The city will extend its electric lines to serve any permanent installation within the defined electric service territory of the city. A line extension including up to 300 circuit feet of overhead primary, pole-mounted transformer(s), and up to 200 feet of overhead secondary cable will be constructed at no charge to the applicant. For longer line extensions, the minimum bill of the applicant, for thirty-six months following establishment of service, shall be the greater of (a) the applicable portion of the city's actual cost of the line extension divided by thirty-six, or (b) the base charges for sales of electricity (exclusive of power cost adjustment charges).

Any line extension will be owned and maintained by the city up to the Point of Delivery (metering point or weather head). Line extensions beyond the Point of Delivery are the customer's responsibility. However, the city may, upon signed contract, own, extend and maintain distribution facilities beyond the Point of Delivery at a charge of fifteen (15) per cent per year of the cost of construction. This charge will become part of the customer's monthly billing schedule.

An applicant may request underground construction of new feeder mains in the vicinity of their property. The applicant will be required to pay the city in advance for preparation of a binding cost estimate for such construction, and upon acceptance will be required to pay a Contribution in Aid of Construction. ("CIAC").

An applicant may request relocation of existing overhead facilities to underground. The applicant will be required to pay the city in advance for preparation of a binding cost estimate for such construction, and upon acceptance will be required to pay a Contribution in Aid of Construction ("CIAC"). For relocations, the CIAC will be based on the cost to install underground facilities plus cost to remove overhead facilities, plus net book value less salvage value of removals.

The city will relocate an overhead secondary service of up to 100 feet in length to underground at a charge of$575.00. For service distances over 100 feet and up to 200 feet this charge shall be increased by $2.94 per foot. *(See Line Extension Policy Regulations as drafted August 2022 and available from Bartow Utilities Department.)*

PRIVATE AREA LIGHTING INSTALLATIONS: The city will install unmetered private area lighting fixtures upon application in writing and, if applicable, after receipt of initial charges. Customers shall agree to receive and pay for services for a minimum term of 36 months. Base monthly charges are for fixtures installed on existing poles. If the city must install a single wood pole on which to mount the fixture, the customer shall pay an initial charge of $159.00 and an additional monthly charge of $3.00. The customer may request a concrete pole instead of a wood pole upon payment of an initial charge of $457.00. The customer may request an "ornamental" pole instead of a wood pole upon payment of an initial charge of $977.00. If additional facilities are required, see "Extension of

(Continued to Sheet No. 8.2)

Electric Lines" above.

(Continued to Sheet No. 8.2)

MISCELLANEOUS

Fixture Type	Base Monthly Charge	kWh/Month
50 Watt LED "Rural"	$ 8.75	18
100-Watt High Pressure Sodium "Suburban"*	$ 8.75	41
96-Watt LED "Roadway"	$17.50	34
250-Watt High Pressure Sodium "Roadway" *	$17.50	105
212-Watt LED Tenon Top "FOOT Roadway"	$26.00	74
278-Watt LED Cobrahead "FOOT Roadway"	$26.00	85
60-Watt LED "Antique"	$23.00	21
10-Watt "Antique" *	$23.00	41
96-Watt LED "Flood"	$19.00	34
250-Watt "Mini Flood" *	$19.00	100
146-Watt LED "Flood"	$25.00	51
400-Watt "Mini Flood"*	$25.00	161
400-Watt "Sportslighter" *	$25.00	161
960-Watt LED "Sports Flood"	$46.75	336
1000-Watt "Sportslighter"*	$46.75	378

*Indicates fixture no longer available for new installation

In addition to the Base Monthly charge, the Tax Exempt BPCA for the month shall be applied to the kWh/month value for the Fixture and added to the monthly bill.

The city reserves the right to replace existing high pressure sodium fixtures with equivalent LED fixtures at any time.

CONTINUITY OF SERVICE: The city will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage and shall not be liable to the customer for complete or partial failure of interruption of service, or for fluctuations in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants, or agents.

Issued by: David Wright
Assistant City Manager

Effective: January l, 2023

POWER COST ADJUSTMENT

APPLICABILITY -To be added to or subtracted from monthly rate per kWh of each filed rate schedule.

CALCULATION - The Power Cost Adjustment shall be calculated as follows:

1	Projected Power Supply Costs	$	**x,xxx,xxx**
2	Other Costs to Be Recovered [1]	$	**xxx,xxx**
3	Total Costs to be Recovered	$	**x,xxx,xxx** Line 1 + or - Line 2
4	Total Projected Energy Sales (kWh)		**x,xxx,xxx**
5	PCA - Total Cost per kWh	$	**x.xxxxx** Line 3 / Line 4

[l] Including costs under or over recovered in the prior period(s).

Issued by: George A. Long
City Manager

Effective: December 1, 2011

PUBLIC SERVICE TAX AND SURCHARGE

APPLICABILITY - To be added to the monthly charges under each filed rate schedule. Public Service Tax is applicable to service locations inside the City limits. Surcharge is applicable to service locations outside the City limits, but within the service territory. Exempt customers are as defined by City Ordinance.

CALCULATION - A 10% Public Service Tax and an equivalent 10% Surcharge are applied to all revenues from sales of electricity, excluding any tax-exempt fuel, in accordance with City Ordinance, and shall be separately stated on the customer's bill. Furthermore, Surcharge revenues are subject to Florida Sales Tax, but Public Service Tax revenues are not.

Issued by: Joseph J. DeLegge
City Manager

Effective: January 20, 1998

FLORIDA GROSS RECEIPTS TAX

RATE SCHEDULE GR

APPLICABILITY - To be added to monthly rate of each filed rate schedule.

CALCULATION - Each rate for electric service shall be increased by the actual tax level imposed for the Florida Gross Receipts Tax. The tax adjustment shall be levied on all revenue associated with the retail delivery of electricity and shall be separately stated on the customer's bill in accordance with the appropriate Florida statutes. The tax adjustment shall be applied exclusively for the purpose of collecting these taxes as levied by the State of Florida.

Issued By: James R. O'Connor
City Manager

Effective: FEB [illegible]

FLORIDA SALES TAX

RATE SCHEDULE FST

APPLICABILITY - To be added to monthly rate of each non-residential rate schedule, subject to exemptions set forth in the Florida Statutes.

CALCULATION - Each non-residential rate for electric service shall be increased by the actual tax level imposed for the Florida Sales Tax, provided, however, that this tax shall not be added to the billing of customers who qualify for exemption under the applicable Florida statutes. The tax adjustment shall be levied on all revenue associated with the retail delivery of electricity, including the Florida Gross Receipts Tax, and shall be separately stated on the customer's bill in accordance with the appropriate Florida statutes. Exempt customers shall periodically be required to furnish evidence of exempt status pursuant to law.

Issued By: James R. O'Connor
City Manager

Effective: FEB 2 2 1993

ECONOMIC DEVELOPMENT RIDER

AVAILABILITY -Available throughout the area served.

APPLICABILITY - This rider is available for load associated with initial permanent service to new establishments or the expansion of existing establishments. Service under this Rider is limited to customers who make application to the City for service under this Rider, and for whom the City approves such application after January 1, 2018. The new load applicable under this Rider, either for a new establishment or the incremental new load for an existing establishment, must be a minimum of 500 kW and 200,000 kWh per month at a single delivery point.

Initial application for this Rider is not available to existing load. However, if a change in ownership occurs after the customer contracts for service under this Rider, the successor customer may be allowed to fulfill the balance of the contract under this Rider and continue the schedule of credits outlined below. This Rider is not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike or economic conditions. This Rider is not available for load shifted from one establishment or delivery point on the City system to another on the City system.

The load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required to qualify for this Rider. The customer's service agreement under this Rider must include a description of the amount and nature of the load being provided, the number of full-time jobs resulting, and documentation verifying that the availability of the Economic Development Rider is a significant factor in the customer's location/expansion decision.

LIMITATIONS -The City reserves the right to limit applications for this Rider when the City's economic development expenses from this rider and other sources exceed $200,000 per year.

DEFINITION - New Load is that which is added to the City's system by a new establishment after January I, 20 I8. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider.

DESCRIPTION - A credit based on the percentages below will be applied to the customer charge, demand charge, energy charge and purchased power adjustment of the customer's otherwise applicable rate schedule associated with the customer's New Load:

Year 1 - 20% reduction
Year 2 - 15% reduction
Year 3 - 10% reduction
Year 4 - 5% reduction
Year 5 - 5% reduction

(Continued on Sheet No. 9.6.1)

(Continued from Sheet No. 9.6)

TERM OF SERVICE - The customer agrees to a five-year contract term. Service under this Rider will terminate at the end of the fifth year.

The City may terminate service under this Rider at any time if the customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain the level of employment specified in the customer's service agreement and/or (2) purchase from the City the amount of load specified in the customer's service agreement may be considered grounds for termination.

PROVISIONS FOR EARLY TERMINATION - If the City terminates service under this Rider for the customer's failure to comply with its provisions, the Customer will be required to reimburse the City for any discounts received under this Rider plus interest.

If the customer opts to terminate service under this Rider before the term of service specified in the service agreement, the customer will be required to reimburse the City for any discounts received under this Rider plus interest.

STANDARD FORMS AND BLANK BILL FORMS

CUSTOMER'S DEPOSIT RECEIPT

CITY OF BARTOW 51070
METER DEPOSIT

Name
Address
Amount of Deposit
Account No.
Date By

REFUND INFORMATION Date
Deposit Applied
Amount of Final Bill
Amount to City by Receipt
Amount by Check # To Cust.
Balance Due City

Issued By: James R. O'Connor
City Manager

Effective: FEB 2 2 1993

STANDARD FORMS AND BLANK BILL FORMS

CUSTOMER'S DELINQUENT NOTICE

CITY OF BARTOW
450 NORTH WILSON AVENUE

BARTOW, FLORIDA 33830

DELINQUENT NOTICE

SERVICE WILL BE DISCONTINUED
IF THE BILL IS NOT PAID BY ---►

NOTICE DATE

CUT OFF DATE

IEVIOUS BALANCE | PAYMENTS | PRESENT CHARGES | LATE CHARGES

AMOUNT DUE

LOCATION NUMBER

NOTICE DATE

CUSTOMER **NUMBER**

PLEASE RETURN THIS NOTICE OR BILL STUB WITH YOUR REMITTANCE
IF THIS BILL HAS BEEN PAID, PLEASE DISREGARD THIS NOTICE
FOR DISPUTED BILLS CONTACT CUSTOMER SERVICE, CITY OF **BARTOW,** 533-0911 • EXT. 41 OR 66

Issued By: James R. O'Connor
City Manager

Effective: May 1, 198 6

STANDARD FORMS AND BLANK BILL FORMS

BLANK BILL FORMS

CITY OF BARTOW
450 N. WILSON AVENUE
BARTOW. FLORIDA 33830

LOCATION NUMBEF'

STATEMENT DATE

CUSTOMER NUMBER

STATEMENT GATE

DELINQUENT DATE

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

**PAYMENTS RECEIVED AFTER 3.30 P.M.
WILL BE POSTED ON NEXT DAYS BUSINESS**

SERVICE NO.IT DESCRIPTION	METER READINGS CURRENT - PREV. x MUL TI. = AMT. USED	BILLING UNITS	x	RATE (SI	=	AMOUNT IS

ELECTRIC CHARGES + WATER CHARGES + SEWER & GARBAGE + OTHER CHARGES - PRESENT CHARGE

PREVIOUS BALANCE - PAYMENTS = OUTSTANDING CHARGES + PRESENT CHARGES =

CITY OF BARTOW• 450 NORTH WILSON AVENUE• BARTOW, FLORIDA 33830 • (813) 533-0911

Issued By: James R. O'Connor
City Manager

Effective: May 1, 1986

CITY OF BARTOW

COMMERCIAL ELECTRIC SERVICE AGREEMENT

THIS AGREEMENT is made and entered Into this day of 21st day of October, 2020 ("Effective Date"), by and between the CITY OF BARTOW (hereafter **"CITY")** whose address is 450 North Wilson Avenue, Bartow, Florida 33830, and MINERAL DEVELOPMENT, LLC (hereafter **"CUSTOMER")** whose address is 4000 SR 60 East, Mulberry, Florida 33860.

RECITALS

WHEREAS the **CUSTOMER** plans to construct and place into service a phosphate recovery facility located within the **CITY'S** electric utility service **area** at 4001 Noralyn Mine Road, Bartow, Florida.

WHEREAS the CUSTOMER has requested electric service from the CITV.

WHEREAS the **CUSTOMER** plans to place the phosphate recovery facility into service in November 2022.

WHEREAS the CITY currently does not have the electrical infrastructure necessary to provide the required electric service requested by the **CUSTOMER.**

WHEREAS the CITY plans to expand its electric distribution system in order to provide electric service to the **CUSTOMER.**

WHEREAS in return for the **CUSTOMER** agreeing to become a long-term commercial electric **CUSTOMER,** CITY is willing to provide certain favorable considerations as set forth below.

ACCORDINGLY, for and in consideration of the Recitals, 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 **CUSTOMER** and CITY hereby covenant and **agree as** follows:

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

(Continued on Sheet No. 22.1)

SECTION 2. PROVISION OF SERVICE.

2.1 As the exclusive provider of electric power, CITY shall sell and deliver to **CUSTOMER,** and **CUSTOMER** shall purchase and receive from **CITY, CUSTOMER's** _full requirements for electric service for the **CUSTOMER's** phosphate recovery facility. The CITY will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the CUSTOMER for complete or *partial failure* or *interruption of service, or for fluctuations in voltage, resulting from causes beyond its* control or through the ordinary negligence of its employees, servants or agents.

2.2. The CITY shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigation, shutdowns for repairs or adjustments, Interference by Federal, State or Municipal governments, acts of God or other causes beyond its control.

2.3. Electric service received from the CITY shall be for the CUSTOMER's own use solely for the purpose of operating the phosphate recovery facility and shall not be resold or in any other manner used by anyone other than **CUSTOMER.**

2.4. Increased service requirements shall be supplied at all times by the CITY through the existing, or enlarged, service connection and such metering equipment as will properly measure the amount of energy and its maximum demand, provided that the necessary enlargement of the facilities in service does not require changes in point of delivery. The CUSTOMER shall give reasonable advance notice to the City of any changes which affect the connected load under contract to the end that the City will have ample time to provide adequate service facilities.

2.5 Electric service under this Service Agreement may be interrupted at any time by the City subject to the terms of the then current power supply contract. The total duration of Interruption shall not exceed 36 hours total per year, nor shall the duration of any individual interruption exceed 6 hours. The terms of the interruption criteria of the current power supplier are included in Appendix A.

SECTION 3. TERM OF AGREEMENT.

(Continued on Sheet No. 22.2)

3.1. This Service Agreement, hereby terminating on its Effective Date any and all prior agreements, whether written or verbal, formal or informal, between the parties, shall become effective as of the date specified herein, and shall remain in effect for an initial term of ten (10) Contract Years, and shall renew for a five (5) year term after the tenth Contract Year, and shall renew for additional five (5} year terms thereafter in the same manner, unless terminated by written notice of such intention from either party to the other at *least* one (1) *year* prior *to the expiration date of the initial term or any subsequent term.*

3.2. Contract Year shall be a twelve-month period beginning upon the Issuance of a Certificate of Occupancy for the phosphate recovery facility and ending on the anniversary date thereof.

3.3. If not otherwise terminated under the terms of Section 5.1below, either party shall have the right to terminate this Agreement, following sixty (60} days written notice to the other Party, upon the happening of any of the following events:

(a) Any final court decision, Internal Revenue Service ruling, or any change in the applicable statutes or regulations, which In the reasonable opinion of CITV's legal counsel, results In the continued existence of this Agreement having a material adverse effect on CITY's ability to issue tax exempt bonds. For these purposes, "tax exempt bonds" sha(I mean bonds, the interest of which Is excluded from gross income for Federal income tax purposes.

SECTION 4. RIGHT OF **WAY.** The CUSTOMER shall grant or cause to be granted to the CITY, and without *cost to the CITY, all* rights *of way, easements, licenses,* permits *and privileges, upon, over, under,* along, across and through the land of (whether owned by or leased by) the CUSTOMER, which, in the opinion of the CITY, are necessary for the rendering of electricity service to the CUSTOMER.

SECTION S. SCHEDULE.

5.1. The cost to provide electric service to the CUSTOMER is dependent upon the results of System Impact Studies and Facilities Studies which may be required by the transmission service provider, Duke Energy Florida. If required, the results of these studies may not be known for 120 days or more. The **CUSTOMER** may terminate this Agreement if the results of the System Impact Study and Facilities Study are such that

(Continued on Sheet No. 22.3)

the cost to modify the transmission system renders the proposed phosphate recovery facility uneconomical in the sole opinion of the **CUSTOMER.**

5.2. The CITY will commence design and construction of the distribution facilities necessary to provide electric service upon the acceptance of results of the System Impact Study and Facilities Study by the CUSTOMER. The CITY anticipates completion of the construction of distribution facilities 14 months after commencement of construction.

SECTION 6. ELECTRIC RATES. The **CUSTOMER will** be billed monthly during the term of this Agreement from the date of commencement of electric service. The CUSTOMER shall be charged for electric service as follows. The following Purchased Power Demand Rate and Purchased Power Energy Rate reflect estimates of natural gas prices in 2022 and purchased power cost estimates as of 1 September 2020.

Monthly **CUSTOMER** Service Charge, $/month	$400.00
Delivery System Energy Rate Contract Year 1, each kWh	$0.01000 note 1
Purchased Power Demand Rate, each kW	$6.578 note 2
Purchased Power Energy Rate, each kWh	$0.02738 note 2

Minimum Charge. **CUSTOMER** Service Charge plus all Demand Charges

Note 1. The Delivery System Energy Rate shall be $0.01170 for Contract years 2, 3 and 4. Thereafter, the Delivery System Energy Rate shall be increased periodically whenever the OTY conducts electric system rate studies and increase electric rates throughout the electric system. The percentage increase in the Delivery System Energy Rate shall not exceed the **average** percentage rate Increase adopted for the **CITY's** entire electric system.

Note 2, The CITY shall calculate the Incremental cost of bulk power supply each month necessary to supply the MDL recovery facility. The calculation shall include all incremental demand and energy charges from the then current suppliers of bulk power supply plus the incremental demand and energy charges from the transmission service provider (currently Duke Energy Florida). All charges shall be adjusted for losses to the **CUSTOMER's** delivery point. The Purchase

(Continued to Sheet No. 22.4)

Power Demand Rate shall be based on the greater of {1) 12,000 kW or (2) the maximum 60-minute demand during the billing month.

Charges for electric service will be subject to the Florida Gross Receipts Tax pursuant to the provisions of Florida Statute Chapter 203, Public Service Tax pursuant to Florida Statute Chapter 166.231 and Florida and Polk County sales taxes. The taxes shall be determined in a manner consistent with application of *these* taxes *on other electric customers in the CITY.*

SECTION 7. **Capital** cost **Recovery.** In addition to the above rates and charges for electric service, the Customer shall pay to the CITY each month, as reimbursement for all capital costs, a Capital Cost Recovery Charge, currently estimated at $80,000 per month, based upon the current estimated budget of all incremental capital costs required to provide service of $2.4 million with recovery amortized over 34 months, at an interest rate of five percent. The Capital Cost Recovery Charge shall remain constant and shall be in effect until the CITY has recovered all incremental capital costs expended by the CITV to provide electric service to the **CUSTOMER** including interest. Payment of the monthly Capital Cost Recovery Charge shall commence with the first billing statement rendered following the issuance of the Certificate of Occupancy for the phosphate recovery facility.

Incremental capital cost shall Include the following:

1. Cost to modify the SW Substation to place in service a 69kV to 25 kV substation transformer with 25 kV feeder breaker and associated instrumentation, metering and control systems.
2. Cost to construct a 25 kV distribution line from the SW Substation *to* the CUSTOMER'S site to include all costs for right-of-way.
3. Costs of any system impact studies and facility studies that may be required by the transmission service provider.
4. Any costs incurred **as a** result of modifications to the transmission system required by tile System Impact Study and Facilities Study.
5. Engineering, consulting and professional services costs associated with providing electric service to the **CUSTOMER,**

(Continued to Sheet No. 22.5)

The CITY shall maintain accurate accounts of the above costs and upon request by the CUSTOMER, shall provide to the CUSTOMER the current budgeted amount and expenditures to date of the incremental costs to provide service to the CUSTOMER. Upon completion of all capital improvements detailed above, CITY shall calculate a final Capital Cost Recovery Charge and the monthly billed charge will be based on that final calculatron.

The Capital Cost Recovery Charge will be discontinued after the CITY has recovered all incremental capital costs that are incurred In providing electric service to the **CUSTOMER.**

SECTION 8. PAYMENT OF BILLS. All bllls for electric service and Capital Cost Recovery are due and payable within 21 days after the date of meter reading. Failure to pay such bills within seven (7) days after they become due and payable will subject the consumer to discontinuance of service. Following any djscontlnuance of service, resumption of service shall only occur after compliance with the requirements of the applicable Sections under Chapter 78 of the Code of Ordinances of the City of Bartow. Failure of the consumer to receive a bill shall not avoid discontinuance of service, although the **CITY** manager, or his designee, may waive discontinuance of service if he finds that extenuating circumstances caused the delinquency. Bliis shall be subject to a delinquency charge of 1.5 percent if not paid by the due date.

SECTION 9. ACCESS TO **PREMISES.** The CITY shall, at all reasonable hours, have free access to the **CUSTOMER'S** premises for any purpose connected wrth the delivery of electric power under this *Agreement or the exercise of any rights secured* to, or the *performance* of *any* obUgations *imposed on it* by this Agreement. The CITY shall use Its best efforts not to disrupt the operations of the **CUSTOMER's** business while using such access rights.

SECTION 10. DEFAULT.

10.1 CITV Defaults and **CUSTOMER** Remedies.

<;ITV Default. The followlng events sharl be defaults with respect to the CITY (each, a **"CITY** Default"):

Director, Bartow Electric Utility

(Continued on Sheet No. 22.6)

Director, Bartow Electric Utility

(a). A Bankruptcy Event shall have occurred with respect to CITY;

(b). CtTY shall be in default in the performance of this Agreement;

(c). CITY fails to pay **CUSTOMER** any undisputed amount owed to **CUSTOMER** under the Agreement within thirty (30) days from receipt of notice from **CUSTOMER;** or

(d). CITY makes an untrue, inaccurate or incomplete representation or breaches any warranty or material term of the Agreement and (A) if such breach can be cured within thirty (30) days after **CUSTOMER's** written notice of such breach and CITY fails to so cure, or (B) CITY fails to commence and pursue a cure within such thirty (30) day period if a longer cure period Is needed, but not to exceed 180 days in any event.

(e). CITY breaches any material term of the Agreement if (A) such breach can be cured within thirty {30) days after CUSTOMER's notice of such breach and CITY falls to cure, or (B) CITY fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed.

CUSTOMER's REMEDIES:. If a CITY Default described In Section 10.1 of this Agreement has occurred and is continuing, the **CUSTOMER** may terminate the Agreement, seek the recovery of damages and exercise any other remedy *it* may have at law or equity or under the Agreement.

10.2 **CUSTOMER** Defaults and **CITY's Remedies.**

CUSTOMER Default. The following events shall be defaults with respect to the **CUSTOMER** (each, a **"CUSTOMER** Default"):

(a). A Bankruptcy Event shall have occurred with respect to **CUSTOMER;**

{b). **CUSTOMER** breaches any material term of the Agreement if such breach can be cured within thirty (30) days after CITY's notice of such breach and CUSTOMER fails to so cure, or

(Continued to Sheet No. 22.7)

CUSTOMER fails to commence and pursue said cure within such thirty (30) day period if a longer

(Continued to Sheet No. 22.7)

cure period is needed; or

{c). CUSTOMER fails to pay the CITY any undisputed amount due the CITY under the Agreement within thirty (30) days from receipt of notice from the CITY.

(d). CUSTOMER makes an untrue, inaccurate or incomplete representation or breaches any warranty or material term of the Agreement and (A) if such breach can be cured within thirty {30} days after CITY's written notice of such breach and CUSTOMER fails to so cure, or (B) CUSTOMER fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed, but not to exceed 180 days in any event.

(e). CUSTOMER breaches any material term of the Agreement if {A} such breach can be cured within thirty (30) days after CITY's notice of such breach and CUSTOMER fails to cure, or (B) **CUSTOMER** falls to commence and pursue said cure within such thirty (30) day period if a longer cure period Is needed.

CITY's Remedies. If a CUSTOMER Default described In Section 10.1of *this* Agreement has occurred and is continuing, the CITY may terminate the Agreement, seek the recovery of damages and exercise any other remedy it may have at law or equity or under the Agreement.

SECTION 11. DISCLAIMER OF **THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

SECTION 12. NO WAIVER. Any failure at any time by the CITY or the **CUSTOMER** to enforce a provision of the Contract, shall not constitute a waiver by such party of said provision.

SECTION 13. AMENDMENTS. No additions, alterations or variations of the terms of this Agreement shall

(Continued to Sheet No. 22.8)

be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by both parties.

(Continued to Sheet No. 22.8)

SECTION 14. ASSIGNMENTS. Subject to the provisions contained herein, this Agreement shall be binding upon and shall inure to the benefits of the successor and assigns of the parties hereto. This Agreement may not be assigned by the **CUSTOMER** without the prior written consent of the **CITY.**

SECTION 15. SEVERABJUTY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and *obligations of the parties contained therein are not materially prejudiced,* and *if the intentions of* the parties can continue to be implemented. To that end, this Agreement is declared severable.

SECTION 16. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a confirmation by that person that he or she has the full power and authority to bind any corporation, limited liability company, partnership, or any other business or legal entity for which he or she purports to act hereunder.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by and construed In accordance with the laws of the State of Florida. Should suit be flied for any reason ari5ing out of this Agreement, the parties agree that venue for suet, action shall lie only In the courts with jurisdiction over such matters in Polk County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division. Nothing herein shall prevent the parties from pursuing their legal rights associated with nonperformance under this Agreement including instituting legal action seeking: (1J any remedies of specific performance, injunctive relief and declaratory relief available at equity; and/or (2) any money damages available at law. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties **agree** that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement. The parties shall have the right to specifically enforce the terms and conditions of this Agreement by an action for specific performance.

SECTION 18. NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or regi5tered mail as sent to the respective address of each party as set forth at the beginning of this Agreement. Notices sent to the CITY shall be addressed to the CITY MANAGER:

(Continued to Sheet No. 22.9)

City of Bartow, City Manager City of Bartow, City Attorney

(Continued to Sheet No. 22.9)

450 N. Wilson Avenue
PO Box 1069 (33831)
Bartow, Florida 33830

245 South Central Avenue
Bartow, Florida 33830

Notices sent to the **CUSTOMER** shall be addressed as follows:

Mineral Development, LLC
4000 SR 60.East
Mulberry, Florida 33860

SECTION 19. SOVEREIGN IMMUNITY. Notwithstanding any contradictory language in the Contract, nothing herein is intended to act as a waiver of the City's sovereign Immunity or the limits of liability set forth in §768.28 of the Florida Statutes regardless of whether any such obligations are based (n tort, contract, statute, strict liability, and negligence, product liability or otherwise.

SECTION 20. PUBLIC RECORDS. CUSTOMER acknowledges CITY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CUSTOMER acknowledges that CITY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the information and records created by or related to this Agreement (including the Agreement itself) and that said statute controls over the terms of this Agreement that might appear to be in conflict.

In WITNESS WHEREOF, and intending to be legal bound hereby, the CITY and the **CUSTOMER** have caused this Agreement for the sale and purchase of electric energy and capacity to be duly executed under seal by their respective duly authorized representatives as of the date and year first above written.

SIGNATURE BLOCKS

MINERAL DEVELOPMENT, LLC

CITY OF BARTOW

(Continued to Sheet No. 22.10)

By: Lance McNeill
Title: President & CEO
Date: 10/21/2020

By: George A. Dorn
Title: City Manager
Date: October 21, 2020

(Continued to Sheet No. 22.10)

APPENDIX A.

Section 7.1. Interruptions.

(a) FMPA shall supply and deliver Wholesale Power Service hereunder to the Delivery Point(s) on a firm basis secondary to FMPA's Firm load. FMPA may recall all or part of the Wholesale Power Service only when the following two conditions are met:

(i) During an emergency or reliability situation where FMPA does not have sufficient capacity to serve Its Firm Load obligations, which shall occur when The Florida Municipal Power Pool (FMPP) Is on the verge of Issuing an Energy Emergency Alert (EEA) pursuant to the North American Electric Reliability Corporation (NERC) standards; and

(ii) Using its commercially reasonable efforts, FMPA is unsuccessful at securing replacement energy and associated transmission service where the cost of replacement energy required to avoid interrupting Wholesale Power Service is above the corresponding day's Gas Index multiplied by a Heat Rate of 20 MMBtu/MWh.

(b) FMPA or Its agent will promptly inform Bartow as soon *as* reasonably possible under the circumstances upon becoming aware of any event, occurrence or circumstance that will result in the need to interrupt or recall all or part of the Wholesale Power Service or otherwise cause a material reduction or an Interruption or suspension of delivery of the Wholesale Power Service to Bartow.

(c) In lieu of Wholesale Power Service interruption, Bartow may elect to be responsible for the cost of any replacement energy acquired by FMPA that exceeds the $/MWh price set forth in Section 7.1(a)(li) above. Upon the Service Date, and then periodically thereafter at the sole discretion of Bartow, Bartow shall provide FMPA with parameters under which Bartow affirmatively elects to accept responsibility for the cost of replacement energy in excess of the amount *set* forth in Section 7.l(a)[ii). If FMPA is able to procure any replacement energy timely enough to avoid Wholesale Power Service interruption, and the conditions of such procurement are within the parameters provided by Bartow, FMPA will endeavor to procure and provide replacement energy to Bartow, and FMPA will include such excess replacement energy costs as a separately itemized charge on the next monthly bill. Bartow may revise the parameters described In this Section 7.1(c} at Its discretion upon written notice to FMPA. Replacement energy procured pursuant to this Section 7.l(c) shall not be accounted for as a Wholesale Power Service interruption for purposes of Section 7.2.

(d) Notwithstanding any other provision of this Agreement, FMPA shall not be responsible for any failure to deliver Wholesale Power Service due to (a) transmission system operations beyond the Delivery Point(s} or (b) interruptions of transmission service necessary to deliver Wholesale Power Service to Bartow if initiated by the Florida Reliability Coordinating Council security coordinator. FMPA

(Continued to Sheet No. 22.11)

disclaims any liability for third-party claims arising out of any failure to supply Wholesale Power Service hereunder, or for interruption, reversal or abnormal voltage of the supply. Any interruptions of

(Continued to Sheet No. 22.11)

Wholesale Power Service pursuant to this Section 7.1(d) shall not be accounted for as Wholesale Power Service interruption for purposes of Section 7.2.

Section 7.2. Interruption Frequency.

FMPA shall use commercially reasonably efforts not to cause interruptions of Wholesale Power Service pursuant to exceed thirty-six (36) hours per Contract Year, nor a single Interruption to exceed six (6) hours in duration.

CITY OF BARTOW

CITY COMMISSION REGULAR MEETING

MONDAY, FEBRUARY 16, 2026, AT 6:00 P.M. (EST)

OR AS SOON THEREAFTER AS POSSIBLE

BARTOW CITY HALL – COMMISSION CHAMBERS

450 N. WILSON AVE, BARTOW, FL 33830

MINUTES

The City Commission of the City of Bartow met at a Regular Meeting on February 16, 2026, at 6:00 p.m. at the Bartow City Hall, Commission Chambers, 450 N. Wilson Avenue, Bartow, FL 33830. Notice of this meeting was posted at City Hall, Bartow Public Library, and on the City's website www.cityofbartow.net and Facebook page on February 13, 2026.

1. **CALL TO ORDER**

   Mayor Tucker called the meeting to order at 6:02 p.m.

   City Clerk Poole called the roll; attendance was as follows:

   Commissioners Present: Commissioner Gary Ball, Commissioner Leo E. Longworth, Commissioner Trish Pfeiffer, Vice Mayor Laura Simpson and Mayor Tanya Tucker.

   Commissioners Absent: None

   Staff Members Present: City Manager Mike Herr, City Attorney Sean Parker, Finance Director Peter Lear, PRCA Director Jason Hargrove, Fire Chief Jay Robinson, Planning Director Bob Wiegers, Customer Service Manager Shaun Gelissen, Communications Director Laurie Hayes, Electric Utilities Director Michael Poucher, Electric Utilities Asst. Director Tony McDuffie, Electric Engineer Brent Foockle, Water/Wastewater Utilities Director John Hall, Public Works Director Billy Groover, Code Compliance & Neighborhood Services Director Tray Towles, Procurement Manager Danielle Rose, Golf Course Manager Tami Waring, City Librarian Christine Hielscher, PRCA Asst. Director Kyle Lasek, Executive Asst./Community Liaison Pam Sams, Police Chief Stephen Walker, Officer Paul, City Clerk Jacqueline Poole.

2. **INVOCATION**

   Pastor James McGarrity, Word of Life Christian Church gave invocation.

3. **PLEDGE OF ALLEGIANCE**

   The Commissioners and audience gave the Pledge of Allegiance to the Flag of the United States of America.

4. PROCLAMATIONS AND SPECIAL PRESENTATIONS

a. **Issuance of a proclamation recognizing Agri-Fest Weeks. Being accepted by Sarah Waldman, Agri-Fest Coordinator and Carole McKenzie, Polk County Farm Bureau Executive Director.**

City Attorney Parker read the proclamation in its entirety.

Mayor Tucker presented the proclamation.

Ms. Sarah Walsdman, Agri-Fest Coordinator, thanked the Commission for the proclamation and provided an overview of Agri-Fest. She explained that approximately 6,000 fourth-grade students representing about 300 classrooms attend the 10-day event each year. Students rotate among six educational stations focused on different aspects of agriculture: citrus, conservation, small farms, livestock, horticulture, and phosphate. At the citrus station, students learn about the state's citrus industry and sample freshly juiced Florida oranges. The conservation station, introduced last year, highlights the connection between land preservation and sustainable agriculture. The small farms station demonstrates how families can grow, produce or raise animals on a small scale. The livestock station focuses on the beef industry's role in the local economy, while the horticulture station allows students to plant seeds and take home a small plant. The phosphate station, presented by Mosaic, educates students about phosphate mining and land reclamation. She emphasized the importance of teaching children how food reaches their tables and promoting understanding of agriculture as a significant economic driver in Polk County. She invited community members to volunteer and noted that more information is available on the Polk County Agri-Fest Facebook page.

b. **Issuance of a proclamation recognizing the 12th Annual SyFy Bartow event, February 21, 2026. Being accepted by event hosts Sean and Lori Serdynski.**

City Attorney Parker read the proclamation in its entirety.

Mayor Tucker presented the proclamation and commented that SyFy Bartow is always a fun event and that the City enjoys hosting it each year. She invited Mr. Sean Serdynski to share more about this year's activities.

Mr. Serdynski thanked the Commission for the proclamation and expressed his appreciation for the City's continued support. He noted that he is proud of the Parks and Recreation Department particularly Kyle, Jason, and their team for their outstanding work in helping the event move smoothly to its new location at Mosaic Park. Although he was reluctant to move SyFy Bartow from downtown, he explained that the event had outgrown the space after several years of expansion. He shared that SyFy Bartow continues to draw visitors from across

Florida and beyond, helping showcase the charm and hospitality of Bartow. He recounted being asked what Bartow has to do with science fiction and humorously replied, “What does Kissimmee have to do with two mice, a duck, and a goofy dog?” highlighting how the event attracts attention and visitors to the community. He emphasized that the goal of SyFy Bartow isn’t to make a million dollars but to make a million people smile. He mentioned that several new residents and businesses, including Main Street Comics and Memorabilia, have decided to locate in Bartow because of their positive experiences at the event. He also announced that this year’s festival will feature an expanded children’s area with family activities, including a small train ride and carnival-style attractions, all offered at no cost to attendees. He stressed that SyFy Bartow remains free and open to everyone, and that proceeds from vendor participation will again support the Parks and Recreation Department’s youth scholarship fund. He concluded by expressing gratitude to the City, volunteers, and community partners whose dedication makes the event possible each year. He invited anyone interested in volunteering to join the team, adding that volunteers are always appreciated and provided with lunch.

c. **Black History Facts — Commissioner Leo E. Longworth**

Commissioner Longworth introduced two young presenters, Arianna Taylor and Ly’Annah Hargrove, who shared short presentations in honor of Black History Month.

Arianna Taylor, a 10-year-old fifth-grade student at Bartow Elementary, delivered a moving recitation of Luke Easter’s poem “A Seat on the Bus for Rosa.” Through her heartfelt performance, Arianna conveyed the poem’s vivid portrayal of Rosa Parks’ quiet strength and unyielding courage and the strength to take a stand by remaining seated and sparking a movement that forever changed the course of American history. Her presentation reminded everyone of the power of individual determination and the lasting impact of one person’s brave choice in the fight for equality.

Ly’Annah Hargrove, age 13 and a 7th-grade student at Union Academy, delivered a powerful recitation of her original poem titled “Black Girl Magic.” Her poem beautifully captures the strength, pride, and resilience embodied in Black womanhood and youth.

Commissioner Longworth concluded by thanking the presenters and recognizing Lawanza Taylor, under whose direction the presenters served. He expressed his appreciation to the City of Bartow for being open to celebrating and recognizing Black History Month. He gave a quote that was often attributed to Malcolm X, “History is not there for you to like or dislike. It is there for you to learn from it. And if it offends you, it is even better, because then you are less likely to repeat it. It's not yours to erase; it belongs to all of us, so Black history is American history.’

d. **Presentation of Library Spring Programs – Christina Hielscher, City Librarian**

City Librarian Hielscher presented a slideshow highlighting the Library's upcoming Spring programs. She reported that, in addition to ongoing monthly programs *(including weekly story-times, two monthly book clubs, Lego Club, Anime Club, Pokémon Club, exercise and computer classes, Dungeons & Dragons for teens and adults, STEAM Club, Home School Hour, and ukulele clubs for both children and adults*), several special programs are scheduled throughout the spring. In February, special events for Black History Month included "Bingo for Books," featuring books by Black authors, and a drumming and poetry program by SEANTMUSIC. The Library is also hosting adult and youth scavenger hunts focused on Black inventors, a Home School Olympics at Mosaic Park, and an Olympic Reading Challenge in which participants earn bronze, silver, or gold medals based on the number of completed reading events. March programs will include a family escape room themed "Don't Let the Pigeon Escape the Room" inspired by Mo Willems, a Potato Derby on March 20 where families use science and engineering to create potato race cars, and a "Regency Edition" Paint & Sip event on March 21 for fans of Bridgerton. In April, the Library will host a "Baby Prom," a dance party for children ages 0–4 following last year's successful "Baby Rave." May events will include a Fairy Tale Tea Party for families and the annual Free Comic Book Day in partnership with Main Street Comics, featuring crafts, special guests, and free comic giveaways. Looking ahead to summer, the theme for the Library's Summer Reading Program is "Unearth Your Story," focusing on natural history, paleontology, archaeology, and local and national history in recognition of America 250. The summer kickoff event will be a Dinosaur Carnival with themed games, a fossil dig, and animatronic dinosaurs presented by Big Idea Adventures. Featured summer shows will include Dino Academy by Bright Star Touring Theatre, Digging It by Science Heroes, and a presentation by Gatorland featuring live reptiles.

e. **Golf Course programming update — Tami Waring, Golf Course Manager**

Golf Course Manager Waring provided a presentation on programming and operations for Fiscal Year 2026. She presented an overview of goals, performance outcomes, and upcoming initiatives, noting that the golf and dining components are being operated as one unified experience focused on growth in participation, revenue, and community engagement. She reviewed performance data showing continued revenue growth. Golf operations increased by 8.82% in FY25 (over $83,000), while Mulligan's food, beverage, and catering grew by 13.86% (approximately $67,000). She also highlighted significant growth in FY24, when restaurant revenue rose by 21.42%. She described a new business model that integrates golf programming and dining experiences to build consistent participation and strengthen community connection. Signature upcoming events include a Masters Week Tournament in April, the Presidents Cup in September, and the inaugural Bartow Unity Cup in October. Additional offerings include new leagues, instructional programs such as Get Golf Ready,

and the popular Bartow Birdies women's league, which has grown from six to eighteen participants. She said Mulligan's will continue hosting themed dinners and events such as Music on the Patio, Cheeseburger in Paradise, Brats and Tacos Night, and Fish Fry Friday. A new Legacy Brick Pathway Program, a fundraiser supporting course improvements, will allow patrons to sponsor engraved bricks along a new walkway near Hole 18. She said current promotional efforts include a Golf Hub for online registration, personalized tournament materials, and new advertising opportunities at the course.

Key FY26 timeline highlights include:

- Masters Week – April
- Presidents Cup – September
- Bartow Unity Cup – October
- Legacy Brick Pathway launch – March
- Family Fun Days – Sundays, June through August

Commissioner Pfeiffer expressed appreciation for the Legacy Brick Pathway concept, sharing personal memories of her family's past involvement with brick memorials at local parks and noting that the project is "beautiful, touching, and meaningful." She commended Manager Waring and her team for their exceptional work in revitalizing the Bartow Golf Course and continuing its long-standing tradition within the community.

Commissioner Longworth echoed these remarks, stating that he frequently hears positive feedback about the course from players throughout Polk County and complimented staff for their efforts and improvements.

Manager Waring thanked the Commission for their kind words and stated her gratitude to her team, acknowledging their dedication and support. She briefly introduced staff members in attendance and her husband, Josh.

f. **Presentation of Beautification Awards — Kyle Lasek, Asst. Director of Parks & Recreation**

PCRA Assistant Director Lasek presented the February 2026 Beautification Awards and noted that the photos of the winning properties were taken just before the recent frost. He announced the first residential winner as Jan Parham of 1130 Bennett Court, noting that Ms. Parham is a previous Beautification Award recipient. He commended her meticulous care and attention to detail, from the neatly trimmed hedges to the diverse and well-maintained plant life, commenting that her yard reflects the standard of dedication expected of the Board itself. The second residential award was presented to Frances Locke of 2075 Cherokee Street, whose property demonstrates thoughtful landscaping, precise trimming, and clean, defined lines throughout the yard. The commercial award went to Eterna Chiropractic Wellness, owned by Dr. Bryce Duncan. Assistant Director

Lasek highlighted the practice's appealing stonework, sidewalk design, and landscaping that will continue to mature beautifully over time.

Dr. Duncan was present to accept the commercial award, sharing that he was a Winter Haven native who pursued his dream of opening Eterna Chiropractic Wellness. He expressed appreciation for the warm welcome from the Bartow community and acknowledged that the recent frost had impacted some of their landscaping. Dr. Duncan noted that the practice has been open since July 2025 and encouraged community members to visit for both wellness and preventative chiropractic care, emphasizing that chiropractic treatment can help address root causes of pain before conditions worsen.

Asst. Director Lasek stated that certificates would be delivered to recipients who were not present. He also said that the March Beautification Award winners will be announced at the next meeting.

5. **GENERAL PUBLIC COMMENT**

At this time, the Commission received comments from the public regarding matters not appearing on this agenda.

City Attorney Parker reminded all speakers addressing the City Commission that while making comments during any time set aside for public comments or public hearings to refrain from making any personal attacks, derogatory comments, commenting on any items in litigation or under investigation, or any other matters that do not fall within the purview of the City Commission. Public speakers are limited to three minutes. Yielding of time is not customary during public comments. General public comment is the public's chance to speak and be heard and is not a time typically for questions and answers. Refer to the agenda to seek the appropriate time to make comments. Speaker cards are located on the tables to the left of the room and with the City Clerk. Fill out the speaker card and give it to the clerk when you come to the podium. Before you begin your remarks, state your name and address for the record.

Mayor Tucker opened the public comment period.

Gerald J. Cochran, 1615 North St., Bartow. Mr. Cochran stated that he was glad the golf course and restaurant were discussed at the meeting. He said he had compared figures from 2022 to 2025 and asked how much the City is currently subsidizing the golf course and the restaurant. He also asked whether the golf carts are connected to the number of players or if they are accounted for separately. He expressed concern about the accuracy of the golf course participation and revenue reports, stating that if reports are provided, they should include complete and accurate information rather than selective data. He emphasized that these facilities are publicly funded and insisted that both expenditures and collected revenues should be transparently shown in the budget. He noted that the City Manager has had over five years to make the golf course and restaurant at least break even, and

he questioned why that has not occurred. He added that although he does not play golf, he passes the course daily and often sees the parking lot full. Based on this observation, he argued that revenue reports should reflect actual player activity and average green fee collections. Lastly, commented that the speaker timer at the joint meeting was off, he requested it to be kept on, stating that he is entitled to use his full three minutes to speak.

With no further comments, Mayor Tucker closed the public comment period.

6. CITY ANNOUNCEMENTS

There were no announcements.

7. REPORT OF CHARTER OFFICERS

a. CITY MANAGER COMMUNICATIONS

1. Support of State Road 60 Scenic Highway Designation — Central Florida Regional Planning Council, Polk County Board of County Commissioners and Polk County Historical Commission — Mike Herr, City Manager

City Manager Herr reported that last week a highly productive meeting was held at the History Center that was coordinated by Myrtice Young, Manager of the Polk County History Center. The meeting focused on efforts related to State Road 60. He said Rob Kincart, President of A-C-T Environmental, provided attending stakeholders with an overview of both Route 60 and Route 66 to give context for Polk County's goal of having the segment of Route 60 that passes through the county designated under the Florida Department of Transportation's Scenic Highway Program. The meeting included a range of local stakeholders, including representatives from the agritourism industry, small business owners from downtown areas, and business representatives from Lake Wales and Mulberry. The discussion was facilitated by Eric Marshall, Director of Communications for the City of Lake Wales, and Mr. Tinsley, a Lakeland advertising agency owner. Participants were asked to identify sites, landmarks, and attractions along Route 60 that highlight the area's historical and cultural significance, with the goal of promoting future visitation similar to Route 66. He said the collected input will be reviewed at a follow-up meeting, and a letter of intent is currently progressing through the FDOT process to formally request Scenic Highway designation for Route 60. He noted that the project team, led by Mr. Kincart, is strong and includes several supportive commissioners, including Commissioner Pfeiffer. Additionally, City Manager Herr noted that several resolutions and letters of support have been received. These include a resolution from the Central Florida Regional Planning Council, which is particularly significant given its regional involvement and the development of a future trail system connecting

the Heartland Region to Bartow. Letters of support have also been received from the Polk County Board of County Commissioners and the Polk County Historical Commission, the latter established by the Legislature in 1937 and recognized for its role in preserving local history. He concluded by emphasizing the importance of these partnerships and expressions of support in advancing the Route 60 Scenic Highway initiative.

City Manager Herr reported that Item 7.a.2 had been pulled earlier in the day. He explained that he wanted to review historical records before discussing the item in detail. He said the City Clerk assisted him by retrieving records related to the Citizens Advisory Committee (CAC), which provided valuable historical context and demonstrated the City's long-standing attention to detail in recordkeeping. He reminded the Commission that the CAC functions as a citizen-based group that reviews and recommends allocations for the City's Community Development Block Grant (CDBG) program. While the committee's recommendations are routed to the City Commission through the Community Improvement Agency (CIA) Director, the CAC is not part of the Community Redevelopment Agency (CRA). He said when he began his tenure, management of the CDBG program was assigned to the CRA Director to align with related administrative functions. He emphasized the importance of achieving a quorum at CAC meetings. Without proper attendance, the committee cannot take official action or forward recommendations to the Commission, which could create compliance issues with federal reporting requirements. The committee currently includes nine members, and outreach is underway to ensure attendance at the next meeting. He suggested that if attendance remains a persistent issue, the Commission could consider reducing the number of members to help ensure quorum consistency. He noted that the CDBG program remains a vital funding source supporting capital projects that benefit lower-income areas of the city.

City Manager Herr reported that the joint meeting between the CRA Board and the City Commission was held on February 13, 2026, at 3:00 p.m. CRA Director Smith and his team delivered a well-prepared presentation on upcoming CRA initiatives, although acoustics in the room made hearing difficult. He stated that the approximately $18 million in bond funding under discussion will support two main categories of projects: property acquisition and capital improvements. These initiatives align with Chapter 163, Florida Statutes, governing community redevelopment agencies.

He reviewed key upcoming actions:

- March 2, 2026: The City Commission will consider a resolution authorizing the bond issuance.

- March 4, 2026: The CRA Board will consider a similar resolution.

City Manager Herr described the process for selecting and substituting projects if negotiations for property acquisition prove unsuccessful. Any changes will be

presented to both the CRA Board and City Commission for approval. He also discussed the need to assemble a capable project execution team, possibly supplementing in-house resources with external expertise, given the marketing, real estate, and development aspects of the projects. A further recommendation on staffing will come later in the spring. He praised the attention and cooperation between the Commission and CRA Board during the joint meeting and emphasized the value of maintaining close coordination. The governance structure for overseeing CRA implementation may be revisited in April or May once more details are finalized.

City Manager Herr highlighted the upcoming CRA meeting on February 25, 2026, encouraging Commission members to attend. Key agenda items include:

- Approval of the construction-manager-at-risk (CMAR) contract with Raina Construction for the Innovation Center project.

- Review of the CRA's three-year strategic work plan.

City Manager Herr stated that the three-year CRA strategic plan would be provided to the Commissioners as soon as it's available along with the February 25 CRA Board meeting agenda packet.

City Manager Herr explained that while much of the existing Tax Increment Financing (TIF) revenue will be committed to long-term debt service (estimated $1.4–$1.6 million annually), the plan must also consider available funds for new projects and programs. He stressed the importance of clear priorities and financial discipline as the CRA progresses. He also reported that business retention and recruitment should be treated as central goals for the CRA district. He suggested that the CRA consider establishing a retention grant program to incentivize small business improvements that generate jobs and community value. A draft proposal is in development and will be shared with the Commission once available. Looking beyond the CRA boundaries, he expressed interest in expanding business recruitment and retention efforts citywide, potentially using general fund resources given CRA revenue restrictions. He cited the example of Winter Haven's affordable housing trust fund as a possible model for locally controlled incentive funding. He also discussed the evolving mission of the Bartow Economic Development Council (BEDC), noting that while it has historically focused on industrial recruitment, its scope is broadening to include agritourism and overall community and economic development initiatives throughout Bartow. An updated presentation on the BEDC's strategic direction is expected in April or May. He concluded by noting that aligning CRA and citywide economic efforts will be vital to maximizing return on investment for taxpayers and maintaining steady economic momentum.

b. **CITY ATTORNEY COMMUNICATIONS**

City Attorney Parker reported that he continues to work on Palm property acquisition, specifically in obtaining a few remaining family member signatures. He noted that the City's 50% ownership interest in the property has already proven useful in discussions with a family regarding an old burial issue. Having ownership provides the City with right-of-entry and equal access, which has been beneficial in addressing that matter. He thanked PCRA staff for their efforts in working with the family to resolve related details.

City Attorney Parker added that he has been catching up on several matters since being out of the loop for a short time, which has led to frequent communication with Purchasing on various updates. He is also working with Director Canovaca on several IT projects needing completion. He mentioned a recent discussion with Commissioner Pfeiffer and Director Canovaca regarding the City Charter, noting that updates or recommendations may be forthcoming soon.

City Attorney Parker shared several community updates and expressed appreciation for City staff. In discussing public safety, he referenced the Police Department's "Red Light Runner of the Week" feature and recounted an incident he personally witnessed at the intersection of Highway 60 and U.S. 98, where a driver ran a red light and made a left turn against oncoming traffic.

City Attorney Parker also recognized the Fire Department, describing an incident that occurred during a Bartow–Lakeland basketball game where a man experienced a medical emergency. Polk County Fire Rescue and Bartow Fire responded quickly. He commended the Bartow Fire Department for taking decisive action to safely assist the man by hoisting him up and carefully carrying him down a couple tiers to place him safely on the gurney. He that their handling of the situation was impressive and professional. He remarked that while such incidents are routine for them, their dedication deserves recognition.

City Attorney Parker concluded his remarks by requesting five minutes during the Commissioner Comments section to discuss upcoming meetings.

c. **LEGISLATIVE UPDATES**

Commissioner Pfeiffer reported that approximately 1,800 bills have been filed in the current legislative session. The House and Senate have both released proposed budgets, which currently differ by about $3 billion. The City's two priority requests funding for a police command vehicle and a new central fire station with headquarters and training facilities were both included in the state budgets. She explained that the Senate proposal fully funds both requests, while the House proposal does not. The City's legislative representatives are continuing their advocacy on this issue, with outcomes expected later in the session. She noted that these requests total approximately $4.5 million and highlighted the growing complexity of the legislative environment, adding that

each year's session seems busier than the last. She also discussed her work on a letter regarding municipal utility electrical surcharges, emphasizing the need to illustrate the "stacking effect" of multiple bills that could impact the City's budget. She currently tracks nine bills that would either create unfunded mandates or reduce revenue sources for municipalities. She explained that when meeting with legislators, it became clear that many view their bills in isolation without considering cumulative effects on local budgets. The visual illustration included in her letter is intended to make that broader impact more apparent. She concluded by noting that City staff continue to monitor legislative developments closely. While the City appreciates the cooperation of its legislative delegation, she observed that some state-level proposals appear to be based on misconceptions about municipal spending levels and autonomy. The City will continue its advocacy to protect local fiscal stability.

8. **AGENDA MODIFICATION / APPROVAL**

MOTION was made by Commissioner Ball, seconded by Vice Mayor Simpson to approve the agenda as presented.

VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Pfeiffer, Simpson, Tucker
NAY: None

Motion carried.

9. **PUBLIC COMMENT ON AGENDA ITEMS**

At this time, the Commission received comments from the public regarding matters appearing on this agenda, not otherwise scheduled for a separate public hearing.

Mayor Tucker opened the public hearing.

With no comments, Mayor Tucker closed the public comment period.

10. **HEARINGS – FIRST AND SECOND READINGS AND PUBLIC HEARINGS**

a. **Public hearing and final reading of Ordinance No. 2026-02 — AN ORDINANCE VACATING AND CLOSING AN UNOPENED PLATTED RIGHT OF WAY (ALDERMAN AVENUE) EXTENDING FROM PEARL STREET TO VINE STREET, AND LYING BETWEEN LOTS 1 THRU 6, BLOCK 5 AND LOTS 7 THRU 12, BLOCK 4, ALL OF WHICH ARE PART OF OAKDALE SUBDIVISION, PB 8, PG 38, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.**

City Attorney Parker read the ordinance by title only:

AN ORDINANCE VACATING AND CLOSING AN UNOPENED PLATTED RIGHT OF WAY (ALDERMAN AVENUE) EXTENDING FROM PEARL STREET TO VINE STREET, AND LYING BETWEEN LOTS 1 THRU 6, BLOCK 5 AND LOTS 7 THRU 12, BLOCK 4, ALL OF WHICH ARE PART OF OAKDALE SUBDIVISION, PB 8, PG 38, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

MOTION was made by Commissioner Ball, seconded by Vice Mayor Simpson to adopt on final reading Ordinance No. 2026-02, an ordinance vacating and closing an unopened platted right of way (Alderman Avenue) extending from Pearl Street to Vine Street, and lying between Lots 1 thru 6, Block 5 and Lots 7 thru 12, Block 4, all of which are part of Oakdale Subdivision, PB 8, PG 38, public records of Polk County, Florida.

Planning Director Wiegers stated that this is the second reading and public hearing for Ordinance No. 2026-02, which involves a recommendation to vacate, close and open, a platted right-of-way known as Alderman Avenue. He clarified that while some recent online maps identify the area as part of Stewart Street, this is incorrect, the original historic plat correctly designates it as Alderman Avenue. He noted that the applicant, Mr. Michael “Trey” Owens, was present for the meeting and available to address the Commission or answer any questions. He reminded the Commission that there are no existing utilities located within the right-of-way, nor are any planned in the future by the City of Bartow. Therefore, there is no reason preventing the City from proceeding with the right-of-way vacation. He concluded by reminding the Commission to conduct the required public hearing and offered to answer any questions.

Mayor Tucker opened the public hearing.

With no comments, Mayor Tucker closed the public hearing.

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Pfeiffer, Simpson, Tucker
NAY: None

Motion carried.

b. **First reading and consideration of Ordinance 2026-01 — AN ORDINANCE RELATING TO ELECTRIC SERVICE UTILITIES; AMENDING CERTAIN SECTIONS OF CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW; SPECIFICALLY UPDATING SECTIONS DEALING WITH THE PAYMENT OF BILLS AND INSTALLATION OF UNDERGROUND FACILITIES; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Parker read the Ordinance by title only:

“AN ORDINANCE RELATING TO ELECTRIC SERVICE UTILITIES; AMENDING CERTAIN SECTIONS OF CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BARTOW; SPECIFICALLY UPDATING SECTIONS DEALING WITH THE PAYMENT OF BILLS AND INSTALLATION OF UNDERGROUND FACILITIES; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.”

MOTION was made by Commissioner Ball, seconded by Vice Mayor Simpson to pass on first reading an ordinance relating to Electric Service Utilities; amending certain sections of Chapter 78 of the Code of Ordinances of the City of Bartow; specifically updating sections dealing with the payment of bills and installation of underground facilities; repealing ordinances in conflict; providing for severability; providing for codification; providing for the administrative correction of scrivener’s errors; providing for an effective date.

Electric Utilities Director Poucher presented proposed amendments to Sections 78-153 and 78-156 of the Code of Ordinances related to bill payments, underground relocation, and underground services. He explained that these are first and second readings, with a related third item to be presented at a future meeting. He stated that the amendment to Section 78-153 would remove specific service charge amounts ($20 and $40) from the ordinance and instead reference Sheet 8 of the Electric Tariff Book, which lists all miscellaneous service charges. This change allows future updates to be approved as a single Commission item rather than through a two-step ordinance amendment, simplifying the revision process. The current tariffs are approved by the Public Service Commission and will be made accessible to the public on the city’s website. The amendment to Section 78-156 would require all new construction within the city’s electric service area to install underground electric facilities, with certain exceptions such as large agricultural lots, temporary or utility equipment, substations, primary feeders, and locations with engineering, environmental, or property-owner constraints. He noted that underground service increase’s reliability, reduces weather-related outages, and improves aesthetics. He added that these changes relate to a forthcoming update to the city’s Cost in Aid of Construction (CIAC) charges. Costs have risen significantly since the last update in 2022, and the proposed revisions would ensure developers pay a fair share for system extensions. The update would likely increase revenue by approximately 60%, closing a past shortfall between construction material costs and fees collected. The industry-standard “overhead/underground differential” method would be used, charging developers the cost of materials while the city provides labor and equipment for installation.

Mayor Tucker noted that this was the first time she had seen the tariff book and asked whether individual pages are updated as needed.

Director Poucher confirmed that updates are made to individual pages and sent to the Public Service Commission for approval.

Mayor Tucker asked if the book's cover page remains unchanged when updates occur, noting some effective dates dating back to 1998.

Director Poucher explained that certain surcharges have not changed since 1998.

Commissioner Ball asked whether eliminating the set service charge amounts would allow future adjustments without an ordinance amendment.

Director Poucher confirmed, stating that changes would still come to the Commission for approval but as a single tariff item rather than a two-step ordinance process.

Commissioner Ball asked whether the second and third proposals affect only new development.

Director Poucher confirmed that they would not affect existing customers.

Commissioner Pfeiffer expressed concern about the accessibility of the tariff sheets and difficulty for customers to understand them.

Director Poucher said a synopsis and summary of the fees listed on Tariff Sheet 8 would be placed on the customer service webpage, along with the full tariff document for reference.

Commissioner Pfeiffer suggested that staff post a notice for residents since customers sometimes overlook payment timelines, leading to disconnecting issues.

Commissioner Longworth asked whether Director Poucher planned to meet with individual commissioners about the proposals.

Director Poucher confirmed he would arrange individual meetings during the week to review the details and answer questions ahead of the next Commission meeting in two weeks.

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Pfeiffer, Simpson, Tucker
NAY: None

Motion carried.

11. **CONSENT AGENDA**

a. **Approval of February 2, 2026 City Commission Regular Meeting minutes.**

b. **Approval of February 2, 2026 Commissioner absence(s): None.**

c. **Consideration and approval of Letter of Authorization request for Peace Creek Restoration at Wilson Preserve.**

MOTION was made by Commissioner Ball, seconded by Vice Mayor Simpson to approve Consent Agenda as presented.

VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Pfeiffer, Simpson, Tucker
NAY: None

Motion carried.

12. **OTHER COMMISSION BUSINESS**

a. **OLD BUSINESS**

1. **Reconsideration and approval of Application No. S-25-10-PSP — The Terraces at Stuart Crossing Preliminary Subdivision Plat, a 400 lot, single family and single family attached residential development. The development area consists of 58.9 acres (+/-) of the overall Stuart Crossing project, which is 692 acres (+/-) in size. The property is owned by JK Stuart Properties, LLC, and is located on the southwest corner of the intersection of Ernest M. Smith Jr. Blvd and Osprey Blvd., in Sections 29-32, Township 29S, Range 25E, Polk County, Florida.** ***(Continued from December 15, 2025).***

Planning Director Wiegers introduced this continued item from the December 15 meeting, referring to a summary of prior actions which are shown on page nine in the item packet. The Commission has voted to continue the item to allow the applicant to submit a revised plan addressing parking supply concerns and other issues identified during that meeting. Following the meeting, staff encouraged the development team to review the video and discussion, and they returned with revisions incorporated into an updated 11-by-17 plan sheet within the existing package. He introduced Jack Caldwell from RBI Planning and Landscape Architecture to review the changes.

Mr. Caldwell said he is joined by Meritage Homes representatives Steve Harding, Mark Evans, and Ryan Snyder; attorneys Bart Allen and Jack Brandon from Peterson Myers; and civil engineer John Simon from Atwell. He shared handouts, starting with an updated parking calculation consistent with prior materials. He explained that the team addressed parking concerns raised previously by increasing spaces from 1,330 to 1,451 (3.63 per unit), with green-highlighted additions on the exhibit including end-cap off-street parking, spots in front of open spaces, and two-car garages on all 25 townhome buildings adding four spaces per building. He highlighted the project's unique offerings, such as detached two-story patio homes with distinctive architecture unlike standard townhome elevations, pedestrian sidewalks connecting to amenitized open spaces like stormwater ponds for a park-like atmosphere, and narrower streets promoting pedestrian safety, traffic calming, increased landscaping, and reduced on-street parking. Page 2 recapped the initial DRC vision with open spaces, amenities, architecture, products, and development expectations; page 3 detailed the patio home's parking (two-car garage, 25-foot driveway to sidewalk), four-foot sidewalk, and landscape buffer to prevent improper parking; page 4 showed townhome elevations with end-unit two-car garages and interior one-car garages, plus a streetscape cross-section; page 5 sketched the tight landscaping preventing pull-off parking; and page 6 illustrated connected open spaces and sidewalks for a lifestyle-focused neighborhood.

Commissioner Pfeiffer asked for clarification on the four-foot area on page 5's left illustration.

Mr. Caldwell identified that as the pedestrian sidewalk, too narrow for a 10-foot parallel parking spot, keeping vehicles in the street if attempted. He added that Meritage Homes would include HOA declarations mandating no street parking, enforced by the HOA, with city backup for safety violations via towing.

Commissioner Pfeiffer noted it looked good, referenced a shared photo of unsafe apron parking (illegal and an eyesore), and stressed preventing it in a 400-unit development, taking Caldwell's word on the protective design after driving by three developments including Meritage Homes. She highlighted unintended past issues like parallel sidewalk parking from large vehicles on short-setback 40-foot lots, which she hadn't anticipated years ago, but now aims to avoid, appreciating some parallel allowances here while praising the dense yet attractive product.

Commissioner Ball greatly appreciated the changes, particularly parking rising from 1.23 to 3.63 per unit and added spaces reducing walks across the complex to open areas, calling it better design portrayal.

Mark Evans from Meritage Homes thanked the Commission for the continuance opportunity, detailing enforcement beyond declarations: warning

letters from staff and property management (coordinated with adjacent Stewart Crossing single-family project), plus developer communication via warranty and customer teams during multi-year buildout.

Vice Mayor Simpson expressed gratitude that the team heard their concerns and returned with a consensus-ready product.

Commissioner Longworth complimented the developer on connectivity via sidewalks, walking paths, and bike paths fostering community unity, and asked about added off-street spaces.

Mr. Caldwell pointed to red (original) and green (new) highlights totaling 219, against 492 required versus 1,451 provided (3.63 per unit average), with yellow dots as 184 townhomes (page 4) and magenta as 216 detached patio homes (page 3).

MOTION was made by Commissioner Pfeiffer, seconded by Commissioner Ball to approve Application No. S-25-10-PSP, The Terraces at Stuart Crossing Preliminary Subdivision Plat, a 400 lot, single family and single family attached residential development. The development area consists of 58.9 acres (+/-) of the overall Stuart Crossing project, which is 692 acres (+/-) in size. The property is owned by JK Stuart Properties, LLC, and is located on the southwest corner of the intersection of Ernest M. Smith Jr. Blvd and Osprey Blvd., in Sections 29-32, Township 29S, Range 25E, Polk County, Florida

VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Pfeiffer, Simpson, Tucker
NAY: None

Motion carried.

b. **NEW BUSINESS – NONE**

13. **RESOLUTIONS**

14. **COMMISSIONER COMMENTS:**

a. **RESOLUTION NO. 26-4256-R - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BARTOW, FLORIDA RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND LOAN PROGRAM PROJECT NUMBER DW53023; MAKING FINDINGS; AMENDING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

City Attorney Parker read the resolution by title only:

"A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BARTOW, FLORIDA RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND LOAN PROGRAM PROJECT NUMBER DW53023; MAKING FINDINGS; AMENDING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE."

MOTION was made by Vice Mayor Simpson, seconded by Commissioner Ball to adopt Resolution No. 26-4256-R, a resolution of the City Commission of the City of Bartow, Florida relating to the Florida Department of Environmental Protection State Revolving Fund Loan Program Project Number DW53023; making findings; amending pledged revenues; providing assurances; providing for conflicts, severability, and an effective date.

Finance Director Lear explained that in 2024, the Commission approved participation in the State Revolving Fund (SRF) loan program for the lead service line project. The resolution adopted at that time, which was about two weeks after Lear started with the City, allowed the loan to be backed either by pledged revenues or by a secured bank account covering the City's portion. Now that the City has chosen to establish a secured bank account rather than pledge revenues, the original resolution must be amended to reflect this selection and to provide the state with a letter identifying the bank and account where the funds are held. The amendment is a straightforward clarification of the funding method

ROLL CALL VOTE TO THE MOTION WAS AS FOLLOWS:

AYE: Ball, Longworth, Pfeiffer, Simpson, Tucker
NAY: None

Motion carried.

15. **COMMISSIONER COMMENTS**

City Attorney Parker reminded the Commission about Sunshine Law requirements in connection with the upcoming Community Redevelopment (CR) meeting. He noted that multiple commissioners may attend and are welcome to participate but cautioned them not to discuss any city business that could come before the Commission in the future.

City Attorney Parker provided an overview of the next regular meeting, noting it would likely be lengthy due to several public hearings following recent first readings of various items including the Emilie projects. A large turnout is expected, and commissioners were encouraged to be prepared for an extended public comment period.

Additionally, Attorney Parker mentioned he would send a reminder regarding ex parte communications. He explained that while commissioners are free to speak with residents, developer representatives, or visit project sites, any such communications

must be properly disclosed to ensure transparency. He emphasized that the purpose of disclosure rules is to ensure openness and avoid the appearance of private decision-making.

a. **GARY BALL**

Commissioner Ball congratulated and thanked the L.B. Brown Committee for hosting the Heritage Festival this past Saturday, noting it was an excellent event. He remarked that Clifton Lewis was sorely missed but that his presence was felt throughout the celebration.

Commissioner Ball reported that the Bartow Dixie Baseball youth program held its opening day that same Saturday, describing it as amazing to see. The program has 390 youth participants and 33 teams, including two major teams playing at the Bartow Pittas fields. He invited all to come watch and support the youth, they play four nights a week: Monday, Tuesday, Thursday, and Friday.

Commissioner Ball extended special congratulations to the 22 couples who were married on the old courthouse steps on Valentine's Day.

Commissioner Ball announced that the Culver's groundbreaking ceremony would be held tomorrow at 10 a.m.

Commissioner Ball reported that Jeepin' with Judd will begin downtown on Friday at 6 p.m.

Commissioner Ball reminded everyone that the SyFy Saturday event will take place on February 21 at Mosaic Park and invited the public to attend and show their support.

b. **LEO E. LONGWORTH**

Commissioner Longworth publicly thanked the Fire Chief and his staff for their quick response to a recent medical situation at his business. He explained that a customer had been sitting in his truck for several hours showing signs of distress but was refusing medical attention. Unsure how to proceed, Commissioner Longworth contacted the Fire Chief for guidance. The Chief advised that his crew would stop there after their current call, and they arrived promptly, ultimately transporting the individual to the hospital. Commissioner Longworth expressed gratitude to the three firefighters involved, noting they may have saved the person's life or prevented his condition from worsening. He thanked the Fire Chief for being "Johnny on the spot."

c. **TRISH PFEIFFER**

Commissioner Pfeiffer stated that she attended the Court Steps Wedding with Commissioner Ball, followed by the LB Brown Heritage Festival. She commented

that it was a beautiful day in Bartow and thanked staff and audience members for remaining at the meeting until 8:42 p.m.

d. **LAURA SIMPSON**

Vice Mayor Simpson echoed Commissioner Pfeiffer and Ball's remarks regarding the L.B. Brown Heritage Festival. She shared that she and her husband attended the festival on Saturday morning, noting that they always enjoy the event. She said they had a wonderful time walking around, seeing the various activities, and sampling the delicious food offered throughout the festival.

Vice Mayor Simpson also reported that she had to leave the recent CRA joint meeting early to represent the Bartow Airport Authority at an awards banquet. She explained that Hanson Professional Services, the contractor working on the Remote Virtual Tower project, had been nominated for an award. Although the firm did not receive the top honor, losing to an autonomous vehicle project in Jacksonville, it received a Grand Award and will advance for consideration at the national level. She noted that the highlight of the evening was a promotional video about the project that had not been seen locally. Director Helms will obtain a copy of the video to share with the Airport Authority and later with the City Commission so the community can learn more about the Remote Virtual Tower project.

e. **TANYA TUCKER**

Mayor Tucker had no further comments.

b. **ADJOURNMENT**

With no further business to discuss, Mayor Tucker adjourned the meeting at 8:44 p.m.

_____
Mayor Tanya Tucker

ATTEST:

_____
City Clerk Jacqueline Poole

(City Seal)

ITEM NO. 11.c

CITY OF BARTOW, FLORIDA

TO: Honorable Mayor and City Commissioners, City of Bartow City Commission

THROUGH: Mike Herr, City Manager, Peter Lear, Finance Director

FROM: Micheal Poucher, Electric Utilities Director

DATE: March 2, 2026

SUBJECT: Consideration and approval of updated Electric Utilities Cost in Aid of Construction Guidelines.

SUMMARY AND BACKGROUND

The City of Bartow Electric Utility collects fees from developers, builders, and new customers to offset the cost of construction to provide electric service. The fees have not changed since 2022 and we are under-recovering the costs to provide new facilities, primarily in large new developments. We propose to update the policies and regulations to more accurately reflect our current practice and provide a mechanism to recover costs to fluctuate with actual costs.

STAFF ANALYSIS

The first document to consider is the Line Extension Policy Pursuant to Section 78-151 (c) last updated in August of 2022. The policy lays out the conditions where the Electric Utility will extend overhead and underground lines to provide new service. It also lays out the conditions to relocate overhead and underground lines and to take overhead lines and put them underground. For overhead line extensions, the developer/customer is required to pay the cost of materials to construct the line extension. The exception is for residential lots for a single residence. In that case we will extend our facilities up to 500 feet at no cost to the customer. This is consistent with investor-owned utility requirements for line extensions.

The most consequential change is that we will charge the cost of materials for line extensions, including housing developments, and commercial services. Bartow will supply the labor required for the line extension. For underground developments, this is intended to approximate the overhead/underground differential charge, which is the method we currently use to charge for line extensions. The overhead/underground differential charge recovers the difference in cost between underground facilities and comparable overhead facilities.

The differential cost is the most used method to recover construction costs. The Florida Public Service Commission uses it with all the investor-owned utilities, and most municipals and cooperatives use some version of it as well. Both Lakeland and TECO, with whom we share territorial boundaries, use the differential method. By retaining the cost sharing aspect, the developer paying material and conduit costs, the City paying for installation costs, Bartow remains competitive with other electric utilities in the area.

The downside of calculating differential costs is that it is labor intensive and engineers must cost out two designs for every job. It is also subjective because different engineers can make different

design decisions that affect the cost. Bartow attempted to remove some of the subjectivity by calculating specific costs for underground feeders in sections 4.4 and 4.5, however those costs have changed considerably since 2022 and they do not cover all construction scenarios.
Our solution is to charge the customers for the material needed for the job. This removes most subjectivity and provides an automatic cost adjustment as material cost fluctuates over time. The customer provides the conduit system for underground and pays for the materials for the job. The City of Bartow provides the labor and equipment to install the electric facilities. Therefore, we share the cost of new facilities with the new customer or developer.
We have added two new sections: 6. Relocation of Facilities, and 7. Temporary Service. We do not have policies in place to address either of these areas. The policy requires the applicant to pay the cost of relocation or to install and remove temporary facilities to serve temporary buildings or power for construction.
The remaining changes eliminate language that prescribes billing methods that are no longer required with the change to billing for material cost and to provide clarity to the regulations.
The major changes are as follows:

1. Section 0.6 – We state that the applicant will pay for materials and eliminate the prescribed charges for underground feeders.
2. Section 2.1 – We limit no-cost line extensions to 200 feet of overhead secondary cable to serve a single customer.
3. Section 5 – We recommend eliminating charges from the utility to encourage residential customers to put their service underground from our pole. This helps harden our system and lessens the likelihood that services are damaged in storms. Single customers are the lowest priority and take the most time to restore after a storm. Having the service underground means they will likely be restored at the same time as the rest of the circuit. The customer still has to provide conduit to our pole and convert their meter can to underground.
4. Section 6 – Relocation of Facilities is revised to cover any relocation, either overhead or underground. We do not have a comprehensive written policy to charge for relocating facilities at the request of an applicant. This is encountered frequently when developments require relocation of poles or underground facilities to accommodate new turn lanes, sidewalks, or buildings.
5. Section 7 – Temporary Service adds language to require applicants to pay for the labor and materials to install and remove facilities for temporary power for construction.

The second document is the Underground Service Regulations pursuant to section 78-156. This section lays out the conditions for installing new underground facilities for residential subdivisions, single residences or commercial services, large residential or commercial services, large commercial or industrial facilities, and multi-family buildings or developments.
The major changes are as follows:

1. Redundant language common to all sections was moved to the general section.
2. We added the language for the customer to pay material costs to the general sections and each scenario separately. While it is redundant, we wanted to emphasize the costs to the applicant for each scenario.
3. We added clarifying language in some cases on what the applicant is required to provide to the City.

4. Eliminated language that is not needed or is redundant.

The final document is revising section 78-153 of the Code of Ordinances to remove references to specific charges and reference the Electric Tariffs. The tariffs are filed with the Public Service Commission and charges can be updated from time to time as required. This change will simplify the procedure to make fee changes in the future. A case in point is that the fee for after-hours reconnects was changed in 2022 as part of the changes to the Line Extension Policy, but the ordinance was never updated to reflect the change. This would eliminate the need to change both documents and fee changes would be done by updating the tariffs with Commission approval.

FISCAL IMPACT

Based on prior projects, we expect billing for new construction will increase approximately 60%. In FY23-24 and FY24-25, we collected $1,595,299 to offset the cost of new construction and spent $2,607,000 for material for new capital projects. Under the new proposed cost sharing structure, we would have collected $2,552,478, which aligns more closely with our spending.

RECOMMENDATION

Staff recommends adoption of the new Cost in Aid of Construction Guidelines

ATTACHMENTS

1. Electric Line Extension Policy REDLINE
2. Electric Line Extension Policy CLEAN
3. Underground Service Regulations REDLINE
4. Underground Service Regulations CLEAN
5. Electric Cost in Aid of Construction (CIAC)
6. Electric Terminolgy Definitions

LINE EXTENSION POLICY
PURSUANT TO CODE SECTION
78-151 (c) REGULATIONS DRAFTED
~~AUGUST~~FEBRUARY 5, 2026~~, 2022~~

0. General - The conditions under which the City of Bartow ("City") will extend its electric primary distribution lines to serve any permanent installation by an Applicant, within the defined electric service territory of the City, are defined herein.

0.1. The City of Bartow Policies, Standards and Specifications for Subdivisions and Commercial Development ("City Standards") are incorporated herein by reference.

0.2. The term "Applicant" used herein can mean the property owner, developer, builder, or other authorized representative of prospective customers requesting a line extension.

~~0.2.~~0.3. An Applicant desiring the installation of electric service shall apply to the City for the installation of such service. The application or letter of request shall contain a commitment to pay for the cost of installation as hereinafter provided.

~~0.3.~~0.4. ~~High-capacity three-phase primary feeders ("Feeder Mains"), feeder laterals, transformers, secondary poles and cables are owned and maintained by the City up to the Point of Delivery.~~ The "Point of Delivery" is ~~either~~ a primary metering point, secondary CT metering, a secondary meter pedestal, the overhead service connections at ~~a~~ the weather head, or the underground service connections at a self-contained meter.

0.5. A line extension Facilities Charge or Contribution In Aid of Construction ("CIAC") may be applied as outlined herein. In general, CIAC is the calculated total amount to be paid, while Facilities Charge is a portion of CIAC paid monthly by an Applicant. These charges are separate and apart from any Temporary Service charges, Impact Fees, New Service charges, or Underground Service charges that may also be applicable.

~~0.4.~~0.6. The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount. The CIAC will be based on the estimated cost of materials as determined in the City's accounting system. The estimate will be valid for one year and subject to recalculation after one year if payment is not made to the City. If there are significant changes to the design after payment, the CIAC may be adjusted to account for the material changes.

~~0.5.~~0.7. The Applicant shall provide legal descriptions for any easements on private property necessary for construction of the line extension or for location of pad-mounted equipment. The Applicant shall execute an easement document with the ~~City, and~~City on the City's standard form. The ~~shall~~City shall properly file said easement for recording.

~~0.6.~~0.8. Any payment for the cost of materials described herein will begin the process for the City to procure such materials. The Applicant should be aware that certain specialty materials may not be available in City stock and may have extended supply chain lead

Commented [MP1]: 0.3 General Comment consolidated in one place

Commented [MP2]: Cost of material is the cost in our inventory system and is the average cost of material in the warehouse.

Commented [MP3]: 0.6 Need standard form for easements

times.

0.7.0.9. The terms of this Line Extension Policy are separate and apart from the provisions of any 'Development with System Impact Policy' that may be implemented by the City.

1. ~~Overhead~~ Line Extension Beyond a Point of Delivery

1.1. In general, all facilities beyond a Point of Delivery are the Applicant's responsibility.

1.2. However, upon signed agreement with the Applicant, the City may own, extend and maintain overhead distribution facilities beyond a primary metering point.

1.3. The CIAC shall be the City's actual cost to construct the line extension~~.~~ Including labor, the cost of materials, administrative costs, engineering, inspection, and permitting fees. The Applicant shall be required to either 1) pay the cost of materials before construction is initiated and pay the remainder of the CIAC within 30 days following establishment of service; plus reimburse the City for future requested maintenance on the line extension, or 2) pay an ongoing Facilities Charge to the City, as part of the Applicant's monthly billing schedule, in the amount representing fifteen (15) per cent per year of the CIAC.

1.4. In the case of ~~discontinuance~~discontinuation of service for any reason, the unpaid portion of CIAC plus costs of maintenance on the line extension shall become due immediately.

2. Overhead Line Extension to Serve a Single Customer

2.1. ~~A line extension including up to 300 circuit feet of overhead primary, pole-mounted transformer(s), and up to 200 feet of overhead secondary cable will be constructed at no charge to the Applicant.~~

2.2. ~~For longer line extensions, the~~The City will extend its distribution facilities based upon a ~~signed agreement with~~ written request from the Applicant. The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount.~~The Applicant shall be required to pay the cost of materials before construction is initiated.~~

3. Overhead Line Extension to Serve Multiple Customers

~~3.1.~~ Where multiple customers can or will be served from the line extension facilities, the City will extend its distribution facilities based upon a signed agreement with the initial Applicant. The initial Applicant requesting service shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount. ~~shall be required to pay the full cost of materials for the line extension before construction is initiated.~~

3.1.

3.2. Where the overhead line extension consists of a Feeder Main because of possible future system requirements of the City, the City will base the material cost portion of the calculation on the minimum standard conductor size to serve only the load of the multiple customers.

Commented [MP4]: Section 1.0 Applies to facilities beyond the meter only and applies to overhead and underground construction. Facilities behind the meter are for the sole use of the customer and so they pay for the entire cost of construction and maintenance, or they pay 15% of the cost as a "rental" of the facilities.

Commented [MP5]: 1.3 applies when we are building facilities beyond a meter. In this case the customer pays the entire cost. We charge a deposit for materials and when the job is done, we get the actual cost and the customers pay that, less the deposit.

Commented [MP6]: 2.1 is deleted and all line extensions will be billed the cost of materials.

Commented [MP7]: 2.2/2.1 Note that the payment language is duplicated here and in each subsequent section. This is so the applicant always is on notice that they must pay line extension fees. We have never used a signed agreement and a written request is sufficient to start the process.

Commented [MP8]: 3.1 Applicant will pay full cost of materials for line extension.

3.3. For each subsequent Applicant requesting service from said line extension, the other Applicants will be reimbursed such that the total amount paid is divided evenly amongst the customers connected to said line extension.

4. Underground Line Extensions

4.1. Policies and charges for construction of underground distribution facilities are covered extensively in the City's "Underground Service Regulations". ~~Underground Service charges are intended to recover the difference between the actual cost of construction of the underground facilities as compared to the estimated cost of comparable overhead facilities.~~ Conduit and cables for primary loops and laterals, pad-mounted transformers, ~~and~~ secondary cables, service cables and pedestals are facilities included in the Underground Service charges.

4.2.

~~4.3.~~ An Applicant may request underground construction of electric facilities in their development or property. If the applicant wants electric facilities installed underground outside of their development or property, the City will consider the request based on evaluation of the impact to electric utility operations and reliability. In either case, the applicant shall be required to pay the CIAC as specified in the City's "Underground Service Regulations". ~~Feeder Mains to be located outside of their development or property. Where Feeder Mains will be constructed on public rights-of-way or easements within a large development, to serve loads within the development, an Applicant may also request or require underground construction. In either case, the Applicant shall be required to pay a CIAC as described below for each portion of Feeder Main that is constructed. Underground Feeder Mains may include facilities such as a conduit and manhole system, high voltage cables and terminations, and pad-mounted switch or fuse cabinets with foundations.~~

~~4.3. The City will determine the deposit necessary to develop a binding cost estimate for the anticipated primary feeder facilities. Upon payment of this non-refundable deposit by the Applicant, the City will determine the CIAC necessary to design and extend its distribution facilities.~~

~~4.4.~~ The applicant will pay for the cost of materials required for the construction, plus administrative burden, engineering, inspection, and permitting costs. The City will be responsible for the labor required for construction.

~~For this situation, CIAC shall be the difference between the estimated cost of construction of the underground facilities as compared to the estimated cost of comparable overhead facilities. Costs associated with engineering and with required regulatory permitting may be included in the estimate. Such CIAC shall be paid to the City by the Applicant within 20 weeks of the date of the signed agreement. If timely payment is not received, the City shall have the option to delay or cease construction.~~

~~4.5. For a three-phase 1 000 kcmil underground feeder built in lieu of a three-phase 795 kcmil or 336 kcmil overhead feeder, the CIAC charge is $57. O per trench foot plus the cost of terminal riser poles plus the differential cost of pad-mounted switches versus equivalent overhead switches.~~

~~4.6. For a three-phase #4/0 AWG underground feeder built in lieu of a three-phase #4/0 A WG overhead feeder, the CIAC charge is $37.60 per trench foot plus the cost of terminal riser poles plus the differential cost of pad-mounted switches versus~~

Commented [MP9]: 4.1 Remove language for underground differential charges because we are changing to use cost of materials. Clarify what the developer pays for and that services are included in cost calculations.

Commented [MP10]: 4.2 Re wrote to make language clearer and remove reference to feeder main charges that are obsolete and deleted below.

Commented [MP11]: Cost of materials is a proxy for OH/UG differential. UG material is a easily quantifiable cost that can be readily calculated for a project.

Commented [MP12]: 4.4 and 4.5 are covered by requiring the developer to pay the cost of materials in 4.2.

~~equivalent overhead switches.~~

5. Relocation of Overhead Service Cable ~~Facilities~~ to Underground

5.1. A~~n Applicant~~ residential customer with 200 amp or less service may request relocation of their existing overhead service ~~facilities~~ cable to underground.

~~5.2. The applicable CIAC (the cost to install underground facilities plus cost to remove overhead facilities, plus net book value less salvage value ofremovals) is $575.00 for a service distance of up to 100 feet. For distances over I 00 feet and up to 200 feet this charge shall be increased by $2.94 per foot. Upon signed agreement, the Applicant shall pay the CIAC to the City, and the City will relocate its service facilities.~~

5.2. The Applicant shall be responsible for and pay for necessary changes to their service entrance facilities to accommodate underground secondary cables, including installation of conduit from the meter box to the designated ~~pole~~point of delivery, ~~and thirty feet up said pole,~~ weather head, conduit straps and ground clamps, in accordance with City Standards. The Applicant will supply sufficient conduit as a riser on the pole to reach the point of delivery. The City will be responsible for installation of the riser.

~~6. Relocation of Overhead Primary Facilities to Underground~~

~~6.1. An Applicant may request relocation of existing overhead facilities to underground as long as the relocation encompasses a minimum of one city block or five adjacent lots or 600 circuit feet.~~

~~6.2. Such facilities may be located outside of their development or property in an adjacent public right-of-way.~~

~~6.3. The City will determine the deposit necessary to develop a binding cost estimate for the primary feeder facilities to be relocated. Upon payment of this non-refundable deposit by the Applicant, the City will determine the CIAC necessary to design and relocate its distribution facilities.~~

~~6.4. The City will calculate CIAC as the cost to install underground facilities plus cost to remove overhead facilities, plus net book value less salvage value of removals. Costs associated with engineering and with required regulatory permitting may be included in the estimate. Upon signed agreement, the Applicant shall pay the CIAC to the City.~~

~~6.5. Prior to relocation of primary facilities by the City, the Applicant shall provide any necessary easements and shall obtain agreements from other existing overhead utilities to relocate their facilities. The Applicant shall also obtain agreements from other affected customers, and shall make arrangements for necessary changes to all affected service entrance facilities to accommodate underground secondary cables.~~

~~6.6. The Applicant shall provide and install padmount transformer pads, any necessary pull boxes, and rigid primary conduit both underground and thirty feet up the designated riser poles. Such materials shall meet City Standards, and their installation must be reviewed and accepted by the City.~~

~~6.7. The Applicant shall provide a secondary conduit installation complete with suitable secondary cables from the service entrance and metering facilities to the padmount~~

Commented [MP13]: Elimination of this charge helps to incentivize customers to put their service underground which benefits the City after storms to not have to replace services.

Commented [MP14]: The customer provides conduit for underground service, but we will install on the pole for safety reasons.

Commented [MP15]: 6. Relocation is re-written as a general section applying to overhead or underground.

Commented [MP16]: 6.2 delete reference to deposit for cost estimate.

~~transformer(s), as provided in the City Standards.~~

6. Relocation of Facilities

6.1. If requested by the applicant, the City may relocate overhead or underground facilities provided the applicant pays the cost of relocation of like facilities as further provided for in this section. The City may elect to upgrade the facilities and will bear the additional costs of the upgrade.

6.2. An Applicant may request relocation of existing overhead facilities to underground if the relocation encompasses a minimum of one city block or five adjacent lots or 600 circuit feet.

6.3. Facilities may be located outside of their development or property in an adjacent public right-of-way. The City will consider the request based on evaluation of the impact to electric utility operations and reliability.

6.4. The City will calculate relocation costs as the cost to install new facilities plus cost to remove existing facilities, plus undepreciated value of existing facilities, less salvage value of removals. Costs associated with engineering, inspection, and required regulatory permitting may be included in the estimate. Upon signed agreement, the Applicant shall pay the CIAC to the City.

6.5. Prior to relocation of primary facilities by the City, the Applicant shall provide any necessary easements and shall obtain agreements from other existing overhead utilities to relocate their facilities. The Applicant shall also obtain agreements from other affected customers and shall make arrangements for necessary changes to all affected service entrance facilities to accommodate underground secondary cables.

6.6. If the facilities are underground, the applicant will supply a suitable conduit system, equipment pads and pedestals.

6.7. The applicant will pay all relocation costs prior to the start of construction.

Commented [MP17]: This section replaces the old section 6 and creates a comprehensive relocation policy that includes overhead or underground relocations.
1.The policy covers relocation of like facilities at cost.
2. If the city wants to upgrade, the city pays the additional cost.
3. Costs include stranded costs, engineering and permitting.
4. Applicant supplies easements and conduits.
5. Includes minimum criteria for underground relocations and facilities outside the development.

7. Temporary Service

7.1. Temporary service is available for construction power and service to temporary construction buildings.

7.2. The Applicant shall pay to the City, prior to construction, labor, equipment and the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, to install and remove the temporary service

Commented [MP18]: New section for temporary power and that the applicant pays for the material and labor, less salvage, to install and remove the service.

LINE EXTENSION POLICY REGULATIONS

PURSUANT TO CODE OF ORDINANCES SECTION 78-151

MARCH, 2026

0. General - The conditions under which the City of Bartow ("City") will extend its electric primary distribution lines to serve any permanent installation by an Applicant, within the defined electric service territory of the City, are defined herein.

0.1. The City of Bartow Policies, Standards and Specifications for Subdivisions and Commercial Development ("City Standards") are incorporated herein by reference.

0.2. The term "Applicant" used herein can mean the property owner, developer, builder, or other authorized representative of prospective customers requesting a line extension.

0.3. An Applicant desiring the installation of electric service shall apply to the City for the installation of such service. The application or letter of request shall contain a commitment to pay for the cost of installation as hereinafter provided.

0.4. High-capacity three-phase primary feeders ("Feeder Mains"), feeder laterals, transformers, secondary poles and cables are owned and maintained by the City up to the Point of Delivery. The "Point of Delivery" is either a primary metering point, secondary CT metering, a secondary meter pedestal, the overhead service connections at a weather head, or the underground service connections at a self-contained meter.

0.5. A line extension Facilities Charge or Contribution In Aid of Construction ("CIAC") may be applied as outlined herein. In general, CIAC is the calculated total amount to be paid, while Facilities Charge is a portion of CIAC paid monthly by an Applicant. These charges are separate and apart from any Temporary Service charges, Impact Fees, New Service charges, or Underground Service charges that may also be applicable.

0.6. The Applicant shall provide legal descriptions for any easements on private property necessary for construction of the line extension or for location of pad-mounted equipment. The Applicant shall execute an easement document with the City on the City’s standard form. The City shall properly file said easement for recording.

0.7. Any payment for the cost of materials described herein will begin the process for the City to procure such materials. The Applicant should be aware that certain specialty materials may not be available in City stock and may have extended supply chain lead times.

0.8. The terms of this Line Extension Policy are separate and apart from the provisions of any 'Development with System Impact Policy' that may be implemented by the City.

1. Overhead Line Extension Beyond a Point of Delivery

1.1. ln general, all facilities beyond a Point of Delivery are the Applicant's responsibility.

1.2. However, upon signed agreement with the Applicant, the City may own, extend and maintain overhead distribution facilities beyond a primary metering point.

1.3. The CIAC shall be the City's actual cost to construct the line extension. The Applicant shall be required to either 1) pay the cost of materials before construction is initiated and pay the remainder of the CIAC within 30 days following establishment of service; plus reimburse the City for future requested maintenance on the line extension, or 2) pay an ongoing Facilities Charge to the City, as part of the Applicant's monthly billing schedule, in the amount representing fifteen (15) per cent per year of the CIAC.

1.4. In the case of discontinuation of service for any reason, the unpaid portion of CIAC plus costs of maintenance on the line extension shall become due immediately.

2. Overhead Line Extension to Serve a Single Customer

2.1. For single, residential services of 200 amps or less, not in a platted subdivision, a line extension including up to 300 circuit feet of overhead primary, pole-mounted transformer(s), and up to 200 feet of overhead secondary cable will be constructed at no charge to the Applicant.

2.2. For longer line extensions, the City will extend its distribution facilities based upon a signed agreement with the Applicant. The Applicant shall be required to pay the cost of materials before construction is initiated.

3. Overhead Line Extension to Serve Multiple Customers

3.1. Where multiple customers can or will be served from the line extension facilities, the City will extend its distribution facilities based upon a signed agreement with the initial Applicant. The initial Applicant requesting service shall be required to pay the full cost of materials for the line extension before construction is initiated.

3.2. Where the overhead line extension consists of a Feeder Main because of possible future system requirements of the City, the City will base the material cost portion of the calculation on the minimum standard conductor size to serve only the load of the multiple customers.

3.3. For each subsequent Applicant requesting service from said line extension, the other Applicants will be reimbursed such that the total amount paid is divided evenly amongst the customers connected to said line extension.

4. Underground Line Extensions

4.1. Policies and charges for construction of underground distribution facilities are covered extensively in the City's "Underground Service Regulations". Conduit and cables for primary loops and laterals, pad-mounted transformers, secondary cables, service cables and pedestals are facilities included in the Underground Service charges.

4.2. An Applicant may request underground construction of Feeder Mains to be located outside of their development or property. Where Feeder Mains will be constructed on public rights-of-way or easements within a large development, to serve loads within the development, an Applicant may also request or require underground construction. In either case, the Applicant shall be required to pay a CIAC as described below for each portion of Feeder Main that is constructed. Underground Feeder Mains may include facilities such as a conduit and manhole system, high voltage cables and terminations, and pad-mounted switch or fuse cabinets with foundations.

4.3. The City will determine the deposit necessary to develop a binding cost estimate for the anticipated primary feeder facilities. Upon payment of this non-refundable deposit by the Applicant, the City will determine the CIAC necessary to design and extend its distribution facilities.

4.4. The applicant will pay for the full cost of materials required for the construction, plus administrative burden, engineering, and permitting costs. The City will be responsible for the labor required for construction.

5. Relocation of Overhead Service Facilities to Underground

5.1. A residential customer with 200 amp or less service may request relocation of existing overhead service facilities to underground.

5.2. The Applicant shall be responsible for and pay for necessary changes to their service entrance facilities to accommodate underground secondary cables, including installation of conduit from the meter box to the designated point of delivery, weather head, conduit straps and ground clamps, in accordance with City Standards. The Applicant will supply sufficient conduit as a riser on the pole to reach the point of delivery. The City will be responsible for installation of the riser.

6. Relocation of Overhead Primary Facilities to Underground

6.1. An Applicant may request relocation of existing overhead facilities to underground if the relocation encompasses a minimum of one city block or five adjacent lots or 600 circuit feet. Such facilities may be located outside of their development or property in an adjacent public right-of-way.

6.2. The City will determine the deposit necessary to develop a binding cost estimate for the primary feeder facilities to be relocated. Upon payment of this non-refundable deposit by the Applicant, the City will determine the CIAC necessary to design and relocate its distribution facilities.

6.3. The City will calculate CIAC as the cost to install underground facilities plus cost to remove overhead facilities, plus net book value less salvage value of removals. Costs associated with engineering and with required regulatory permitting may be included in the estimate. Upon signed agreement, the Applicant shall pay the CIAC to the City.

6.4. Prior to relocation of primary facilities by the City, the Applicant shall provide any necessary easements and shall obtain agreements from other existing overhead utilities to relocate their facilities. The Applicant shall also obtain agreements from other

affected customers and shall make arrangements for necessary changes to all affected service entrance facilities to accommodate underground secondary cables.

6.5. The Applicant shall provide and install pad mount transformer pads, any necessary pull boxes, and rigid primary conduit both underground and thirty feet up the designated riser poles. Such materials shall meet City Standards, and their installation must be reviewed and accepted by the City.

6.6. The Applicant shall provide a secondary conduit installation complete with suitable secondary cables from the service entrance and metering facilities to the pad mount transformer(s), as provided in the City Standards.

7. Relocation of Facilities

7.1. If requested by the applicant, the City will relocate overhead or underground facilities provided the applicant pays the full cost of relocation of like facilities. The City may elect to upgrade the facilities and will bear the additional costs of the upgrade. Costs will include material, labor, equipment, undepreciated value, engineering, and permitting.

7.2. The City will determine the deposit necessary to develop a binding cost estimate for the primary feeder facilities to be relocated. Upon payment of this non-refundable deposit by the Applicant, the City will determine the CIAC necessary to design and relocate its distribution facilities.

7.3. The City will calculate CIAC as the cost to install underground facilities plus cost to remove overhead facilities, plus net book value less salvage value of removals. Costs associated with engineering and with required regulatory permitting may be included in the estimate. Upon signed agreement, the Applicant shall pay the CIAC to the City.

7.4. Prior to relocation of primary facilities by the City, the Applicant shall provide any necessary easements and shall obtain agreements from other existing overhead utilities to relocate their facilities. The Applicant shall also obtain agreements from other affected customers and shall make arrangements for necessary changes to all affected service entrance facilities to accommodate underground secondary cables.

7.5. If the facilities are underground, the applicant will supply a suitable conduit system, equipment pads and pedestals.

7.6. The applicant will pay all relocation costs prior to the start of construction.

UNDERGROUND SERVICE
~~REVISED~~ REGULATIONS ~~RECOMMENDED AUGUST, 2022~~ REVISED MARCH, 2026 PURSUANT TO CODE SECTION 78-156

0. General - The conditions under which the City of Bartow ("City") will provide underground electric service to serve any permanent installation of an Applicant, within the defined electric service territory of the City, are defined herein.

0.1 The City of Bartow Policies, Standards and Specifications for Subdivisions and Commercial Development ("City Standards") are incorporated herein by reference.

0.2 The term "Applicant" used herein can mean the property owner, developer, builder, or other authorized representative of prospective users requesting underground electric service.

0.3 An Applicant desiring the installation of underground electric service shall apply to the City not less than forty (40) weeks prior to the date when the installation of underground service is required. The application or letter of request shall contain a commitment to pay for the cost of installation of such underground system at the rate identified in 0.4 below. Easements for the installation shall be provided by the Applicant.

0.4 The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount. The CIAC will be based on the estimated cost of materials as determined in the City's accounting system. The estimate will be valid for one year and subject to recalculation after one year if payment is not made to the City. If there are significant changes to the design after payment, the CIAC may be adjusted to account for the material changes.

~~0.2~~ The Applicant shall provide complete installation of primary, secondary, and service conduits, including transformer pads, primary pedestals, and secondary pedestals, in accordance with the City Standards.

~~0.3~~0.5 Charges for underground service are separate and apart from any Temporary Service charges, Private Area Lighting charges, or New Service charges that may also be applicable. In a development where underground feeder main construction is required within its boundaries, the Applicant may also be responsible for charges as determined under the City of Bartow Line Extension Policy.

~~0.4~~0.6 Any payment for the cost of materials described herein will begin the process for the City to procure such materials. The Applicant should be aware that certain specialty materials may not be available in City stock and may have extended supply chain lead times.

~~0.5~~0.7 The terms of these Underground Service Regulations are separate and apart from the provisions of any 'Development with System Impact Policy' that may be implemented by the City.

1. In new single-family home subdivisions or manufactured home developments ~~where average lot size is 1.0 acre or less~~, the policy for the installation of underground electric service shall be as follows:

~~1.1 An Applicant desiring the installation of underground electric service shall apply to the~~

Commented [MP1]: Consolidates this comment in one section rather than multiple times in the document. Note 0.3 is almost never followed and only appears here. 0.4 is stated here and in all applicable section to insure that the cost basis is clearly stated in all cases.

Commented [MP2]: Cost of material is the cost in our inventory system and is the average cost of material in the warehouse. This section establishes that the applicant pays for the cost of material as a CIAC. The comment appears in subsequent sections to insure the applicant is aware of the CIAC requirement.

~~City not less than forty (40) weeks prior to the date when the installation of underground service is required. The application or letter of request shall contain a commitment to pay for the cost of installation of such underground system at the rate per lot identified in the Schedule of Charges. Easements for the installation shall be provided by the Applicant.~~

1.1 The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount in accordance with paragraph 0.4 above.

~~1.2 An initial deposit amount will be required at the time of application to cover the cost of padmount transformers. Such amount is considered 'refundable' as described in Section 1.6.~~

~~1.3~~1.2 The City will provide single-phase underground electric service, including ~~underground~~ primary cables, ~~padmount~~pad mount transformers, ~~and underground~~ secondary cables, and service cables.

~~1.4~~1.3 The Applicant shall provide complete installation of primary, ~~and~~ secondary, and service conduits, including transformer pads, primary pedestals, ~~and~~ secondary ~~boxes or~~ pedestals, in accordance with the City Standards. Meters shall be located on the front half of the side of the building which is closest to the associated transformer or pedestal.

~~1.5~~1.4 In single-family home subdivisions, the Applicant shall ~~also~~ provide ~~secondary~~ conduit to each individual meter box, in accordance with the City Standards.

~~1.6~~1.5 In manufactured home developments, the Applicant shall ~~also~~ provide and install metering and main switch pedestals in accordance with the City Standards. These installations shall be in the easements provided by the Applicant and shall be located in a front-lot position (or an accessible rear-lot position acceptable to the City), preferably on a convenient lot line, considering the lots to be served. The City will install underground secondary cables to the meter pedestals, and the Applicant will install the wiring between the meter and the main switch and from the main switch to the manufactured home. The Applicant may elect to procure and install an approved combination meter socket - main disconnect.

~~1.7 Upon completion of the installation of the underground electrical facilities described in this Section 1, the Applicant shall pay to the City the charge imposed for such installation at the rate provided in the Schedule of Charges, less the transformer deposit amount described in Section 1.1.~~

~~1.8 Where average lot size is greater than 1.0 acre or where the development requires significant three-phase primary installation, the charge per lot will be based on the cost difference between the actual cost of underground installation as compared to the estimated cost of comparable overhead service.~~

2. Individual residences and small commercial establishments whose demand will not exceed 200 ~~-~~amp single-phase service shall be provided underground secondary electric service in accordance with the following policy:

~~2.1 An Applicant desiring the installation of underground secondary electric service shall apply to the City for the installation of such underground secondary service. The application or letter of request shall contain a commitment to pay for the cost of underground installation as hereinafter provided.~~

Commented [MP3]: Moved to General Section

Commented [MP4]: Added for clarity.

Commented [MP5]: Not needed with new para. 1 above. Deleting eliminates fee schedules and uses cost of material to proxy CIAC.

Commented [MP6]: Section applies to underground secondary only.

Commented [MP7]: Moved to general section.

2.22.1 The City, at its sole discretion, will install ~~a pole-mounted~~an overhead or pad mounted transformer if necessary, and will provide single-phase underground secondary electric service cables from existing overhead electric facilities. The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount in accordance with paragraph 0.4 above. ~~as identified in the Schedule of Charges.~~

2.32.2 Meters shall be located on the front half of the side of the building which is closest to the City pole or transformer. The Applicant shall provide secondary conduit installation from the meter box to the pad mount transformer or designated ~~pole~~pole, and ten feet up said pole, in accordance with the City Standards and will provide sufficient conduit as a riser to reach the point of delivery on the pole. The City will install the riser on the pole.~~.~~

2.42.3 If the service distance is greater than 200 feet, the Applicant shall also provide secondary cables within the conduit, properly sized for voltage drop. Ownership of this secondary installation shall remain with the Applicant.

~~2.5 If the Applicant desires underground primary and padmount transformer installation, before service is connected, they will be required to pay to the City the cost difference between the actual cost of underground installation as compared to the estimated cost of comparable overhead service. Where this type service is desired, the Applicant shall make application for this service to the City not less than forty (40) weeks prior to the date when the installation of underground service is required.~~

3. Large individual residences or commercial establishments whose demand exceeds 200 amp single-phase or who require three-phase service ~~up to 150 kVA~~ shall be provided underground electric service in accordance with the following policy:

~~3.1 An Applicant desiring the installation of underground secondary electric service shall apply to the City for the installation of such underground service. The application or letter of request shall contain a commitment to pay for the costs of the installation as herein provided.~~

3.23.1 The City, at its sole discretion, will install pole-mounted or pad mounted transformers if necessary~~.~~. The City will provide and install primary cable, if required. The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount in accordance with paragraph 0.4 above.

~~3.3 and will provide underground secondary electric service to a large residential or commercial Applicant from existing overhead electric facilities at no additional charge.~~

3.2 The Applicant shall provide a transformer pad, primary pedestals, and conduit installation for underground primary, secondary, and service conductors as required. The applicant will provide ~~complete with~~ suitable secondary cables from the service entrance and metering facilities to the designated ~~pole~~ point of service. If a riser is required, the applicant will install conduit 10 feet up the pole and provide sufficient additional conduit to reach the point of delivery ~~and thirty feet up said pole~~, including weather head, conduit straps, and ground clamp, in accordance with the City Standards. The City will install the riser on the pole.

Commented [MP8]: This is to facilitate getting transformers off of poles where they impact reliability.

Commented [MP9]: Eliminates fee schedules and uses cost of material.

Commented [MP10]: Customer provides conduit. We install for safety.

Commented [MP11]: Deletes OH/UG differential policy. First paragraph above uses cost of material for customer cost.

Commented [MP12]: This section applies to any service larger than 200 amp single phase.

Commented [MP13]: Moved to General section.

Commented [MP14]: Customer provides conduit. City installs for safety.

~~3.4~~3.3 ~~.~~ Meters shall be located on the front half of the side of the building which is closest to the City pole or transformer. Ownership of the secondary installation shall remain with the Applicant.

~~3.5 Services larger than 150 kVA will require an underground primary and padmount transformer installation. Where this type service is required, or if underground primary and padmount transformer installation is desired for a service of 150 kVA or less, the Applicant shall make application for this service to the City not less than forty (40) weeks prior to the date when the installation of underground service is required. An initial deposit amount will be required at the time of application to cover the cost of padmount transformers rated 150 kVA or greater. Before service is connected, the Applicant will be required to pay to the City the cost difference between the actual cost of underground installation as compared to the estimated cost of comparable overhead service, less the transformer deposit amount.~~

~~3.6 For service involving underground primary, see the additional Applicant requirements listed in Section 4.2 hereof.~~

4. Commercial establishments requiring three-phase power and ~~who~~ will provide individual meters for multiple occupants shall be provided underground electric service in accordance with the following policy:

~~4.1 An Applicant desiring the installation of underground electric service shall apply to the City not less than forty (40) weeks prior to the date when the installation of underground service is required. The application or letter of request shall contain a commitment to pay the costs of the installation as hereinafter provided.~~
~~An initial deposit amount will be required at the time of application to cover the cost of padmount transformers rated 150 kVA or greater.~~

~~4.2~~4.1 The Applicant shall provide a transformer pad, primary pedestals, and conduit installation for underground primary, secondary, and service conductors as required. The applicant will provide suitable secondary cables from the service entrance and metering facilities to the designated point of service.~~The Applicant shall provide and install a padmount transformer pad, any necessary pull boxes, PVC conduit below grade from the padmount transformer to the designated pole and rigid galvanized or aluminum~~ If a riser is required on the pole, the applicant will install conduit 10 feet up the pole and provide sufficient additional conduit to reach the point of delivery. The City will install the riser on the pole.~~conduit thirty feet (30') up said pole~~. Such materials shall meet City Standards, and their installation must be reviewed and accepted by the City.

4.2 The City, at its sole discretion, will install pole-mounted or pad mounted transformers as necessary. The City will provide and install primary cable, if required. The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount in accordance with paragraph 0.4 above.

~~4.3 The City will furnish, install, and connect underground primary cable within such conduit, a padmount transformer, and driven grounds to provide primary grounding.~~

~~4.4~~4.3 Meter centers shall be located on the front half of the side of the building which is closest to the City transformer. ~~The Applicant shall provide a conduit installation~~

Commented [MP15]: The distinction for 150kva and greater is not needed in this section. The 40 weeks is moved to the general section.

Commented [MP16]: Cost of materials is used as CIAC.

Commented [MP17]: Not needed. Primary is now included in this section.

Commented [MP18]: This section applies to commercial buildings with multiple occupants..

Commented [MP19]: Moved to General section.

Commented [MP20]: Conduit provided by customer. City installs for safety.

~~complete with suitable secondary cables from the service entrance and metering facilities to the padmount transformer, in accordance with the City Standards.~~ Ownership of the secondary installation shall remain with the Applicant.

~~4.5 Before service is connected, the Applicant will be required to pay to the City the cost difference between the actual cost of underground installation as compared to the estimated cost of comparable overhead service, less the transformer deposit amount.~~

5. Rules and regulations for installation of single-phase underground electric services for multi-family buildings shall be as follows:

~~5.1 An Applicant desiring the installation of underground secondary electric service shall apply to the City for the installation of such underground service. The application or letter of request shall contain a commitment to pay for the costs of the installation as herein provided.~~

5.1 The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount in accordance with paragraph 0.4 above.

5.2 The City will provide single-phase underground electric service, including primary cables, pad mount transformers, secondary cables, and service cables.

5.3 The Applicant shall provide complete installation of primary, secondary, and service conduits, including transformer pads, primary pedestals, and secondary pedestals, in accordance with the City Standards. If the service connection point is located on a pole, the applicant will supply conduit 10 feet up the pole and provide sufficient additional conduit to reach the service connection point., including weather head, conduit straps, and ground clamp, as provided in the City Standards.

~~5.2 For secondary service, the City will install pole-mounted transformers ifnecessary, and will provide single-phase underground secondary electric service cables from existing overhead electric facilities as identified in the Schedule of Charges.~~

~~5.3~~ Meter centers shall be located on the front half of the side of the building which is closest to the City pole or transformer. ~~The Applicant shall provide the proper sized conduit(s) from the service entrance and metering facilities on the building to the designated pole and thirty feet up said pole, including weatherhead, conduit straps, and ground clamp, as provided in the City Standards.~~

5.4 If the service entrance estimated demand exceeds 200 amps, or if the service distance is greater than 200 feet, the Applicant shall also furnish and install ~~suitable~~ the secondary cables in addition to the conduit. Ownership of this secondary installation shall remain with the Applicant.

~~5.5 For multi-family buildings up to four units in a building, if underground primary, padmount transformers and service pedestals are required for the City to provide secondary service, an initial deposit amount will be required at the time of application to cover the cost of padmount transformers rated 150 kVA or greater. Before service is connected, the Applicant shall reimburse the City at the rate per building identified in the Schedule of Charges, less the transformer deposit amount.~~

~~The Applicant shall provide complete installation of primary and secondary conduits,~~

Commented [MP21]: Not needed with cost of materials as CIAC.

Commented [MP22]: This applies to apartments and townhomes.

Commented [MP23]: Moved to General section.

Commented [MP24]: Added for clarity.

Commented [MP25]: Customer provides conduit. City installs for safety.

Commented [MP26]: City is not equipped to install services over 200 amps.

including secondary conduit to meter or meters, and shall also provide suitable secondary cables within the conduit. Where this type service is required, the Applicant shall make application for this service to the City not less than forty (40) weeks prior to the date when the installation of underground service is required.

5.6 For apartment or condominium complexes with more than four units per building, if underground primary, padmount transformers and service pedestals are required for the City to provide secondary service, an initial deposit amount will be required at the time of application to cover the cost of padmount transformers rated 150 kVA or greater. Before service is connected, the Applicant shall reimburse the City at the rate per unit identified in the Schedule of Charges, less the transformer deposit amount.
The Applicant shall provide complete installation of primary and secondary conduits, including secondary conduit to meter or meters, and shall also provide suitable secondary cables within the conduit. Where this type service is required, the Applicant shall make application for this service to the City not less than forty (40) weeks prior to the date when the installation of underground service is required.

Commented [MP27]: No distinction for buildings with less than or more than four units.

5.5 Where the development requires significant three-phase primary installation, the charge per unit will be \
based on the cost difference between the actual cost of underground installation as compared to the estimated cost of comparable overhead service.

Commented [MP28]: Covered in 5.4 above

5.7

6. Schedule of Charges

Description	Applicant's Contribution
New UG service (primary and secondary) in single-family Subdivisions or manufactured home developments (1.1, 1.6) per lot	
Up to 100 feet from service pole	$ 649
Over 100 feet, up to 200 feet, additional per foot	$ 2.94
New UG service (primary and secondary) for multi-family Buildings, up to four units in a building (5.5), per building	$ 844
New UG service (primary and secondary) for multi-family Buildings, more than four units in a building (5.6)	
Less than 100 total units, per unit	$ 422
100 to 120 total units, per unit	$ 316
121 to 200 total units, per unit	$ 275
Over 200 total units, per unit	$ 233
New UG service (secondary only) for individual residences Or small commercial establishments (2.2)	
Up to 100 feet from service pole	$ 575
Over 100 feet, up to 200 feet, additional per foot	$ 2.94
New UG service (secondary only) for multi-family buildings (5.2)	
Up to 100 feet from service pole	$ 575
Over 100 feet, up to 200 feet, additional per foot	$ 2.94

Commented [MP29]: The schedule is not needed with all applicants paying the cost of materials as a CIAC.

UNDERGROUND SERVICE REGULATIONS

PURSUANT TO CODE OF ORDINANCES SECTION 78-156

REVISED MARCH, 2026

0. General - The conditions under which the City of Bartow ("City") will provide underground electric service to serve any permanent installation of an Applicant, within the defined electric service territory of the City, are defined herein.

   0.1 The City of Bartow Policies, Standards and Specifications for Subdivisions and Commercial Development ("City Standards") are incorporated herein by reference.

   0.2 The term "Applicant" used herein can mean the property owner, developer, builder, or other authorized representative of prospective users requesting underground electric service.

   0.3 An Applicant desiring the installation of underground electric service shall apply to the City not less than forty (40) weeks prior to the date when the installation of underground service is required. The application or letter of request shall contain a commitment to pay for the cost of installation of such underground system at the rate identified in 0.4 below. Easements for the installation shall be provided by the Applicant.

   0.4 The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount. The CIAC will be based on the estimated cost of materials as determined in the City's accounting system. The estimate will be valid for one year and subject to recalculation after one year if payment is not made to the City. If there are significant changes to the design after payment, the CIAC may be adjusted to account for the material changes.

   0.5 The Applicant shall provide complete installation of primary, secondary, and service conduits, including transformer pads, primary pedestals, and secondary pedestals, in accordance with the City Standards.

   0.6 Charges for underground service are separate and apart from any Temporary Service charges, Private Area Lighting charges, or New Service charges that may also be applicable. In a development where underground feeder main construction is required within its boundaries, the Applicant may also be responsible for charges as determined under the City of Bartow Line Extension Policy.

   0.7 Any payment for the cost of materials described herein will begin the process for the City to procure such materials. The Applicant should be aware that certain specialty materials may not be available in City stock and may have extended supply chain lead times.

   0.8 The terms of these Underground Service Regulations are separate and apart from the provisions of any 'Development with System Impact Policy' that may be implemented by the City.

1. In new single-family home subdivisions or manufactured home developments, the policy for the installation of underground electric service shall be as follows:

   1.1 The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less

any transformer deposit amount in accordance with paragraph 0.4 above.

1.2 The City will provide single-phase underground electric service, including primary cables, pad mount transformers, secondary cables, and service cables.

1.3 The Applicant shall provide complete installation of primary, secondary, and service conduits, including transformer pads, primary pedestals, and secondary pedestals, in accordance with the City Standards. Meters shall be located on the front half of the side of the building which is closest to the associated transformer or pedestal.

1.4 In single-family home subdivisions, the Applicant shall provide conduit to each individual meter box, in accordance with the City Standards.

1.5 In manufactured home developments, the Applicant shall provide and install metering and main switch pedestals in accordance with the City Standards. These installations shall be in the easements provided by the Applicant and shall be located in a front-lot position (or an accessible rear-lot position acceptable to the City), preferably on a convenient lot line, considering the lots to be served. The City will install underground secondary cables to the meter pedestals, and the Applicant will install the wiring between the meter and the main switch and from the main switch to the manufactured home. The Applicant may elect to procure and install an approved combination meter socket - main disconnect.

2. Individual residences and small commercial establishments whose demand will not exceed 200-amp single-phase service shall be provided underground secondary electric service in accordance with the following policy:

2.1 The City, at its sole discretion, will install an overhead or pad mounted transformer if necessary, and will provide single-phase underground secondary electric service cables from existing overhead electric facilities. The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount in accordance with paragraph 0.4 above.

2.2 Meters shall be located on the front half of the side of the building which is closest to the City pole or transformer. The Applicant shall provide secondary conduit installation from the meter box to the pad mount transformer or designated pole, and ten feet up said pole, in accordance with the City Standards and will provide sufficient conduit as a riser to reach the point of delivery on the pole. The City will install the riser on the pole.

2.3 If the service distance is greater than 200 feet, the Applicant shall also provide secondary cables within the conduit, properly sized for voltage drop. Ownership of this secondary installation shall remain with the Applicant.

3. Large individual residences or commercial establishments whose demand exceeds 200 amp single-phase or who require three-phase service shall be provided underground electric service in accordance with the following policy:

3.1 The City, at its sole discretion, will install pole-mounted or pad mounted transformers if necessary. The City will provide and install primary cable, if required. The Applicant

shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount in accordance with paragraph 0.4 above.

3.2 The Applicant shall provide a transformer pad, primary pedestals, and conduit installation for underground primary, secondary, and service conductors as required. The applicant will provide suitable secondary cables from the service entrance and metering facilities to the designated point of service. If a riser is required, the applicant will install conduit 10 feet up the pole and provide sufficient additional conduit to reach the point of delivery, including weather head, conduit straps, and ground clamp, in accordance with the City Standards. The City will install the riser on the pole.

3.3 Meters shall be located on the front half of the side of the building which is closest to the City pole or transformer. Ownership of the secondary installation shall remain with the Applicant.

4. Commercial establishments requiring three-phase power and will provide individual meters for multiple occupants shall be provided underground electric service in accordance with the following policy:

4.1 The Applicant shall provide a transformer pad, primary pedestals, and conduit installation for underground primary, secondary, and service conductors as required. The applicant will provide suitable secondary cables from the service entrance and metering facilities to the designated point of service. If a riser is required on the pole, the applicant will install conduit 10 feet up the pole and provide sufficient additional conduit to reach the point of delivery. The City will install the riser on the pole.. Such materials shall meet City Standards, and their installation must be reviewed and accepted by the City.

4.2 The City, at its sole discretion, will install pole-mounted or pad mounted transformers as necessary. The City will provide and install primary cable, if required. The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount in accordance with paragraph 0.4 above.

4.3 Meter centers shall be located on the front half of the side of the building which is closest to the City transformer. Ownership of the secondary installation shall remain with the Applicant.

5. Rules and regulations for installation of single-phase underground electric services for multi-family buildings shall be as follows:

5.1 The Applicant shall pay to the City, prior to construction, a CIAC for the cost of materials, plus administrative costs, engineering, inspection, and permitting fees, less any transformer deposit amount in accordance with paragraph 0.4 above.

5.2 The City will provide single-phase underground electric service, including primary

cables, pad mount transformers, secondary cables, and service cables.

5.3 The Applicant shall provide complete installation of primary, secondary, and service conduits, including transformer pads, primary pedestals, and secondary pedestals, in accordance with the City Standards. If the service connection point is located on a pole, the applicant will supply conduit 10 feet up the pole and provide sufficient additional conduit to reach the service connection point, including weather head, conduit straps, and ground clamp, as provided in the City Standards.

5.4 Meter centers shall be located on the front half of the side of the building which is closest to the City pole or transformer.

5.5 If the service entrance estimated demand exceeds 200 amps, or if the service distance is greater than 200 feet, the Applicant shall also furnish and install the secondary cables in addition to the conduit. Ownership of this secondary installation shall remain with the Applicant.

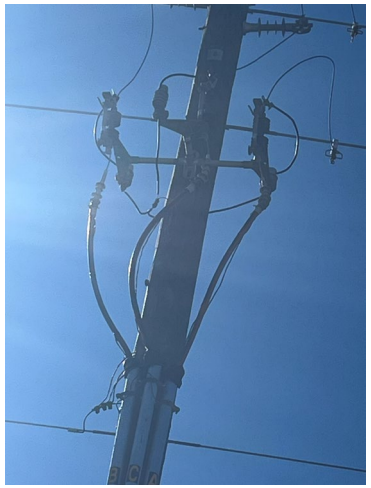
Electric Cost in Aid of Construction (CIAC) Revision

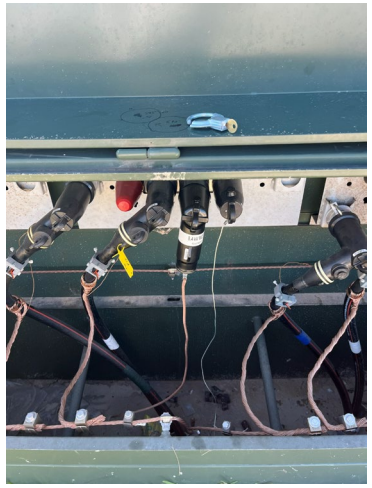
What are we doing?

The Bartow Electric Department is revising the regulations and standards for recovering the costs to extend electric service to new customers.

These rules are authorized by sections 78-151 and 78-156 of the Bartow Code of Ordinances and must be approved by the Commission.

Typical Electrical Infrastructure in Developments





Why Change?

Requiring development to pay its fair share means existing ratepayers do not subsidize new growth.

The current per lot/per foot charges are obsolete and we estimate the under recovery at approximately 60%.

Projected revenue from line extension fees are estimated to increase 60% and aligns with our spending on materials for new developments.

lin 2024, we collected $1,595,299 to offset new construction and spent $2,607,000 in material. Under this proposal, we would have collected $2,552,478.

Industry Norms

OH/UG differential is the difference in the cost of overhead versus underground facilities.

Duke Energy, TECO, and Lakeland follow this policy, therefore Bartow should have a similar policy to stay competitive.

Bartow Current Policy

Overhead CIAC is based on cost of materials.

Underground CIAC is calculated using per foot charges for feeders and a per lot charge.

All other cases are done as an OH/UG differential.

Bartow Proposed Policy

CIAC for the developer will be the cost of materials and installation of conduit.

Bartow will provide the labor and equipment to install the electric infrastructure.

Cost sharing between City and developer keeps Bartow competive with other utilities in the area: Lakeland, TECO, Duke.

Other Considerations

Consolidate	Consolidate redundant language.
Clarify	Clarify what is included in costs.
Include	Include provisions to pay for relocation of existing facilities that are not in present ordinance and for payment of cost to install and remove temporary services.

Electric Utility Definitions

CIAC – Cost in Aid of Construction is a payment from a customer or developer to pay for a portion or all the cost to build power lines to a new electric customer. Examples are building lines into a new subdivision or extending power lines and installing a new underground transformer for an industrial building.

Co-Op or Rural Electric Cooperative is a federally created program that allows customers to create and own their own electric utility. It was started in 1936 to empower people to electrify rural areas where it was not economically worthwhile for investors to extend power. They are eligible to receive federal loans and can use tax exempt bonds for financing. There are 18 Electric Co-Ops in Florida including Peace River Cooperative here in Polk County and they collectively serve 2.7 million customers in Florida.

Demand is the greatest electricity used in a given time period and is used to size the transformers and wire needed to serve the customer. It is also used to bill customers with larger demands. Bartow bills customers using their highest 15-minute demand as read by the electric meter. The demand reading is the average power use over 15 minutes. Similarly, we are billed by our power provider for the maximum energy usage in a 60-minute interval each month. See also kilowatt-hour.

Differential Cost: Is the difference in cost between building a power line overhead using poles and putting the lines underground. Typically, underground is more expensive, and electric utilities charge a developer for the additional expense.

IOU or Investor-Owned Utility is a utility owned by investors and operates for profit. IOU's serve about 75% of the customers in the United States. Florida examples are FPL (Florida Power and Light), Duke Energy, and TECO Energy. IOU's are regulated by the Public Service Commission.

Kilowatt-hour or kWh is the unit used for electrical energy use and is typically billed as the total kWh used over a month. As an example, if you turn on ten, 100 watt bulbs, that is 1000 watts or 1 kilowatt. If they are turned on for an hour, they use one kilowatt-hour. The same load would produce

Line Extension Policy outlines the rules we follow to construct new power lines to customers. It covers the fees charged to the customer and the responsibilities of both parties during the construction process. Section 78-151 authorizes the City Manager to develop rules for line extensions and present them to the City Commission for approval.

Main Feeder Line is the portion of the electric line out of a substation that connects with other substations. It has the highest capacity to carry power and has to be large enough to carry normal load plus additional load needed during emergencies, such as the loss of a substation.

Material Cost is the cost of the material we use for construction. We use the average cost of each item in the warehouse to determine cost, plus a 20% administrative fee for the cost of maintaining inventory.

Municipal Utility is a utility owned and operated by a municipality, such as Bartow. Municipals are able to use tax-exempt financing for infrastructure projects. Rates and policies are determined by the City's elected officials, or a separate governing board. The Public Service Commission has limited oversight over rate structure, reliability and safety.

Peak refers to the time of day that has the largest electrical usage. Typically, Bartow will peak, or see the largest use of electricity, in the late afternoon. During the winter, the peak may occur during the morning when temperatures are at their lowest and everyone is using heat.

Peak hours is a term used when pricing electricity according to the time of day when usage is the highest and the utility wants to encourage conservation during those times. Usually this is the afternoon during warm months and morning in the winter months. These rates are called **time-of-use rates**

Power Cost Adjustment or PCA is calculated each month to recover the cost of the power we purchase for resale. The costs include the charges for the peak demand, fuel, transmission charges to deliver the power to Bartow, and the solar energy we purchase. Any over or under recovery from previous months are also included. These costs are then divided across the energy (kilowatt-hour) sales projected for the month to determine the PCA. We have an informal cap of $0.06 per kilowatt-hour on the PCA and any under-recovery is collected over subsequent months. On occasion, the PCA is set above this limit if power prices are such that recovery takes longer than a few months. The Commission is informed when this occurs.

PSC or Public Service Commission is the state agency that regulates utilities in Florida. They primarily regulate the IOU's and have some jurisdiction over municipal utilities and electric cooperatives. The PSC jurisdiction over municipals is limited to safety standards, reliability standards, and rate structure. Rate structure means the fair allocation of costs and rates between customer classes (residential, commercial, industrial). They do not have jurisdiction over our rates, which are set by the City Commission.

Relocation: We build our power lines in public right-of-way and easements that give us the legal right to be on the property. If a new development causes us to move those power lines, we ask the developer to pay for the relocation costs. They pay for the labor to install the new facilities and remove the old and the remaining life of the old facilities. The remaining life is based on a 30-year basis. If the facility is over 30 years old, there is no cost. If it is 15 years old, they pay half. We also credit any salvage from the job, typically transformers, that can be returned to stock.

Substation is a component of the electric distribution system that receives power from the statewide electrical grid at transmission voltages, usually 69,000 volts or higher. The substation

transforms the voltage to a lower voltage that can be distributed out to homes and businesses. In Bartow, that voltage is 12,470 volts and is further reduced to 120/240 volts before going into a home or business.

Tariffs are a schedule of rates, fees, and charges for the utility. The tariffs identify who qualifies for a rate, the different components of the rate such as base charges, energy, demand, and fuel charges, and fees for late payments, disconnection, etc. The tariffs are approved by the City Commission and filed with the Public Service Commission.

Temporary Service is any service that is temporary and will be removed at a later date, typically a year or less, but can be longer for some construction projects. The typical temporary service is a temporary pole for construction power to run saws and lighting while building a house. Construction trailers set up for large construction project is another common use.

Underground Service Regulations outline the rules we follow for underground construction. Like the Line Extension Policy, it covers the fees charged to the customer and the responsibilities of both parties during the construction process. Section 78-156 authorizes the City Manager to develop rules for line extensions and present them to the City Commission for approval.

ITEM NO. 11.d

CITY OF BARTOW, FLORIDA

TO: Honorable Mayor and City Commissioners, City of Bartow City Commission

THROUGH: Mike Herr, City Manager

FROM: Jay Robinson, Fire Cheif;
Danielle Rose, Procurement Manager

DATE: March 2, 2026

SUBJECT: State Appropriate funded Fire Truck Purchase through Sourcewell Cooperative with Oshkosh Corporation/Pierce Manufacturing (Ten-8). (Cooperative Purchasing/Governmental Contracts that exceed $100,000.00)

SUMMARY AND BACKGROUND

In accordance with procurement policy, the City Manager should forward copies of Cooperative Purchasing/Governmental Contracts that exceed $100,000.00 to the City Commission and obtain approval and/or ratification as the circumstances may dictate. When approval by the City Commission is required because it exceeds the threshold or is an unbudgeted expense, a copy of all documents required above will be attached to the agenda memo.
As the Commission is aware, fire apparatus are highly specialized vehicles customized to meet the City's operational needs and represent a significant capital investment, similar to other heavy-duty vehicles and equipment used across municipal departments.

The Bartow Fire Department received a state appropriate grant for the purchase and replacement of our 2003 frontline Pierce Engine that is currently in use. Due to the lead times and the urgent need to get the City of Bartow added to the manufactures list to secure a future truck the Fire Department found in the City's best interest to move forward with utilizing Sourcewell Contract RFP#113021-OKC for the purchase of a new fire engine in order to be added the list and received a discounted rate equal to 5.50% off MSRP. Sourcewell is a State of Minnesota local government unit and service cooperative established under Minnesota Statutes Section 123A.21. It provides cooperative procurement solutions to eligible federal, state, and municipal government entities, as well as educational institutions, nonprofit organizations, tribal governments, and other public entities throughout the United States and Canada.

Through a publicly solicited and competitively awarded process, Sourcewell awarded a contract for Firefighting Apparatus and Fire Service Vehicles to Oshkosh Corporation, which includes authorized distribution within the State of Florida. Pierce Manufacturing, a subsidiary of Oshkosh Corporation, will supply the new fire engine to the City through its authorized dealer, Ten-8 Fire Equipment. Standardizing Pierce apparatus within the City's fleet enhances operational continuity, streamlines maintenance and repairs, and improves long-term service efficiency for both in-house and external fleet support.

The City of Bartow entered into Agreement PB 25-23, "Agreement to Piggyback a Contract for Goods or Materials Bid by Another Governmental Entity," through which the City elected to utilize (piggyback) the competitively procured Term Contract for Fire Apparatus and Fire Service Vehicles between Sourcewell and Oshkosh Corporation (RFP#113021-OKC).

Sourcewell publicly solicited and competitively awarded the referenced contract in accordance with its procurement policies. The City reviewed the underlying contract and determined that its scope, terms, conditions, and pricing are applicable and in the City's best interest. Pursuant to the City's procurement policies permitting cooperative purchasing and the use of governmental contracts, the City executed PB 25-23 to formally adopt and utilize the Sourcewell cooperative contract for the same or substantially similar goods and services.
Because the City utilized a properly awarded piggyback contract, no separate City-issued solicitation was required. The City confirms, however, that all applicable procurement requirements were followed in authorizing and executing the piggyback agreement.

STAFF ANALYSIS

City Staff have researched various options related to the obtaining of new equipment and this method has been determined to be the most favorable overall to the City and will provide the much-needed equipment to continue to help the Fire Department perform at a high level.

FISCAL IMPACT

Funding was approved through a State of Florida Appropriations grant for $1,050,000.

RECOMMENDATION

City Staff recommends the City Commission authorize the appropriate City officials and staff to utilize the Sourcewell Cooperative RFP#113021-OKC for the purchase and replacement of our 2003 frontline Pierce Engine that is currently in use.

ATTACHMENTS

1. Sourcewell Contract 113021- OKC
2. Pricing
3. Authorized dealer list
4. COB Piggyback Agreement (PB#25-23)

Sourcewell

Solicitation Number: RFP #113021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Oshkosh Corporation, 1917 Four Wheel Dr., Oshkosh, WI 54902 (Supplier), and Supplier's consolidated subsidiaries as defined in the Proposal.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
    b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

D. WAIVER OF SUBROGATION. Omitted.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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113021-OKC

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

4/5/2022 | 4:53 PM CDT

Date: _____

Oshkosh Corporation

By: _____

James W. Johnson

Title: Executive Vice President and President Fire & Emergency Segment

Date: APRIL 5 '22

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

4/5/2022 | 4:54 PM CDT

Date: _____

Oshkosh Corporation Classification - Restricted

Dealership	Principal	Region	HQ Phone	HQ Address	City	State	Zip	State coverage
Allegiance Fire and Rescue	Justin Fink Bill O'Connor Michael Sirignano	Northeast	508-668-3112	2181 Providence Hwy	Walpole	MA	02081	MA, ME, NH, RI, VT
Atlantic Emergency Solutions, Inc.	Joseph Pack	Mid-Atlantic	703-393-9911	12351 Randolph Ridge Lane	Manassas	VA	20109	DE, KY, OH, MD, NC, WV, VA
Conrad Fire Equipment Inc.	Sal Monteleone Karl Schultz Joe Schultz	Central	913-780-5521	19922 W. 162nd St.	Olathe	KS	66062	KS, OK
Emergency Equipment Professionals, Inc.	Jeff Kuntz	Central	662-280-4729	PO BOX 1739	Southhaven	MS	38671	AL, MS
Fire Apparatus & Equipment, Inc.	Leslie Niles	Midwest	920-574-3410	5793 W. Grande Market Dr. Suite C	Appleton	WI	54913	WI
Fire & Safety Services Ltd.	Dave Russell	Mid-Atlantic	800-400-8017	200 Ryan Street	South Plainfield	NJ	07080	NJ
Firematic Supply Co., Inc.	Mike Hanratty Peter Hanratty	Northeast	631-924-3181	PO BOX 187	Yaphank	NY	11980-0187	CT, NY
Front Range Fire Apparatus, Ltd.	Duane Doucette	West	303-449-9911	7600 Miller Court	Longmont	CO	80504	CO, WY
Glick Fire Equipment Co., Inc.	Amy Switzer Jodi Mohn	Mid-Atlantic	717-299-4120	PO BOX 69	Smoketown	PA	17576-0069	PA
Golden State Fire Apparatus, Inc.	Ryan Wright Daron Wright	West	916-330-1638	7400 Reese Road	Sacramento	CA	95828	CA
Halt Fire Inc.	Todd Lincoln	Northeast	248-669-0800	50168 West Pontiac Trail, Unit 5	Wixom	MI	48393	MI
Hughes Fire Equipment Inc.	Rex Hughes Michael Duyck	West	541-747-0072	910 Shelley Street	Springfield	OR	97477	AK, AZ, HI, ID, NV, MT, OR, WA
MacQueen Emergency Group	Daniel Gage	Central	651-645-5726	1125 7th St. E	St. Paul	MN	55106	IL, IN, MN, MO, ND, NE, SD
Reliant Fire Apparatus, Inc.	Bryan Krueger Brett Krueger Jason Krueger	Central	262-297-5020	880 Enterprise Drive PO BOX 470	Slinger	WI	53086	IA, WI
Siddons-Martin Emergency Group, LLC	Pat Siddons Leon Martin Jr	West	800-784-6806	1362 East Richey Rd.	Houston	TX	77073	AR, LA, NM, NV, TN, TX, UT
South Coast Fire Equip, Inc.	Kevin Newell	West	909-673-9900	3150 Palisades Dr.	Corona	CA	92878	CA
Spartan Fire & Emergency Apparatus	Robert Fore IV	Mid-Atlantic	864-582-2376	319 Southport Road	Roebuck	SC	29376	SC
Ten-8 Fire & Safety, LLC	Keith Chapman	Central	941-756-7779	2904 59th Ave. East	Bradenton	FL	34203-5312	FL, GA
*Commercial Emergency Equipment	Morgan Mackay	Canada	418-228-6294 x249	591 Chester Road	Delta	BC	V3M 6G7	AB, BC, MB, SK, NT, NWT, YT
*L'Arsenal	Marc-Andre Lemaire Louis-David Lemaire	Canada	418-228-6294 x249	2250 Andre C. Hamel	Drummondville	QC	J2C8B1	Quebec
*Safety Source Fire Inc.	Calvin Ripley Ross Henderson	Canada	418-228-6294 x249	121 Ilsley Ave. Unit 4	Dartmouth	NS	B3B1S4	NB, NL, NS, PE

Local dealer/representative

Detail by Entity Name

Foreign Profit Corporation
PIERCE MANUFACTURING INC.

Filing Information

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FEI/EIN Number	39-0139830
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State	WI
Status	ACTIVE

Principal Address

2600 AMERICAN DRIVE
APPLETON, WI 54915

Changed: 01/27/1995

Mailing Address

2600 American Drive
P.O. BOX 2017
APPLETON, WI 54915

Changed: 04/24/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 06/13/2023

Address Changed: 06/13/2023

Officer/Director Detail

Name & Address

Title VP, Sales

Meyer, Daniel M.
2600 American Drive
P.O. Box 2017
Appleton, WI 54914

Annual Reports

Report Year	Filed Date
2024	04/24/2024
2025	01/20/2025
2025	02/27/2025

Document Images

02/27/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/20/2025 -- ANNUAL REPORT	View image in PDF format
04/24/2024 -- ANNUAL REPORT	View image in PDF format
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04/21/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/27/2018 -- ANNUAL REPORT	View image in PDF format
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05/03/2012 -- ANNUAL REPORT	View image in PDF format
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04/29/2011 -- ANNUAL REPORT	View image in PDF format
04/07/2010 -- ANNUAL REPORT	View image in PDF format
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04/28/2006 -- ANNUAL REPORT	View image in PDF format
05/03/2005 -- ANNUAL REPORT	View image in PDF format
01/19/2004 -- ANNUAL REPORT	View image in PDF format
02/04/2003 -- ANNUAL REPORT	View image in PDF format
12/16/2002 -- Reg. Agent Change	View image in PDF format
01/29/2002 -- ANNUAL REPORT	View image in PDF format
01/29/2001 -- ANNUAL REPORT	View image in PDF format
03/03/2000 -- ANNUAL REPORT	View image in PDF format
04/07/1999 -- ANNUAL REPORT	View image in PDF format
02/05/1998 -- ANNUAL REPORT	View image in PDF format
05/06/1997 -- ANNUAL REPORT	View image in PDF format
01/24/1996 -- ANNUAL REPORT	View image in PDF format
01/27/1995 -- ANNUAL REPORT	View image in PDF format

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #113021
Entitled
Firefighting Apparatus and Fire Service Vehicles

The following advertisement was placed October 12, 2021 in *USA Today*, in South Carolina's *The State,* in *The Oklahoman* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and October 13, 2021 in Oregon's *Daily Journal of Commerce*:

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Apparatus and Fire Service Vehicles to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

10-8 Emergency Vehicle Service	Kovatch Mobile Equipment Corp.
11193422 Canada, INC.	Kyrish Government Group
Acres Industries, Inc.	Laszlo Corporation
Alexis Fire Equipment Company	Marion Body Works, Inc.
Allied Restoration	MAXIMETAL INC.
Blanchat Mfg., Inc.	Metalfab, LTD
BME Fire Trucks, LLC	MSA Safety Sales, LLC
Brindlee Mountain Fire Apparatus, LLC	North America Fire Equipment Co., Inc.
CAMIONS CARL THIBAULT, INC.	O'RIELLY CHEVROLET, INC.
Carrier Truck Centers	Oshkosh Airport Products, LLC
CET Fire Pumps MFG	P.L. Custom Body and Equipment Co., Inc.
Chemical Containers, Inc.	PECS Electromechanical
Commercial Emergency Equipment	Pierce Manufacturing (Oshkosh Corporation)
Cooperative Services, LLC	Rock River Industries, LLC

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Custom Fire Apparatus, Inc.	Rosenbauer South Dakota, LLC
D-Lux Screen Printing	Sea Hawk
Danko Emergency Equipment	Servco Pacific, Inc.
Dependable Truck & Tank, Limited	Skeeter Brush Trucks, LLC
Draeger Safety Canada, Ltd.	Southern Fire Apparatus, LLC
~~E-ONE, Inc. (REV Group, Inc.)~~ Due to clerical error, amended to read REV Group, Inc. on June 1, 2023	Spartan Fire, LLC
Ed M. Feld Equipment Co., Inc. DBA Feld Fire	Spencer Manufacturing, Inc.
EJ Metals, LLC	SPI Health and Safety, Inc.
Ferrara Fire Apparatus, Inc.	Stainless and Repair, Inc.
Fire & Safety Services, Ltd.	Sub Aquatics, Inc.
FIRE AND MARINE, INC.	Super Vacuum Manufacturing CO., Inc.
FireStopper USA MD	System One Manufacturing, Inc.
First Priority Emergency Vehicles, Inc.	The Sutphen Corporation
Fisher Tech Services, LLC	Tipton Ford
Fort Garry FIre Trucks, Ltd.	Toyne, Inc.
Four Guys Stainless Tank & Equipment, Inc.	Ty Parker & Son, Inc.
Fouts Brothers, Inc.	Unifire, Inc.
Hi-Tech Emergency Vehicle Service, Inc.	US Fire Equipment, LLC
HME, Incorporated	Ward Apparatus, LLC
Holland Pump Company	Warren Anderson Ford dba Fritts Ford
HUB Fire Engines & Equipment, Ltd.	Watts Manufacturing, LLC
HydeInfoTech	WBM GP., INC.
Intercontinental Truck Body, Ltd.	Westvac Industrial, Ltd.

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on November 30, 2021, at 4:32:09 pm CT. Proposals were received from the following:

Acres Industries, Inc.
Alexis Fire Equipment Company
BME Fire Trucks, LLC
Brindlee Mountain Fire Apparatus, LLC
CAMIONS CARL THIBAULT, INC.
CET Fire Pumps MFG
Chemical Containers, Inc.
Custom Fire Apparatus, Inc.
Dependable Truck & Tank, Limited
EJ Metals, LLC
FireStopper USA MD
Fort Garry Fire Trucks, Ltd.
Fouts Brothers, Inc.
Hi-Tech Emergency Vehicle Service, Inc.
HME, Inc.
HUB Fire Engines & Equipment, Ltd.
Laszlo Corporation
Marion Body Works, Inc.

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MAXIMETAL INC.
Metalfab, LTD
Oshkosh Corporation (Pierce Manufacturing)
P.L. Custom Body and Equipment Co., Inc.
REV Group, Inc. ~~(E-One, Inc.)~~
Rock River Industries, LLC
Rosenbauer America, LLC (Rosenbauer South Dakota, LLC)
Skeeter Brush Trucks, LLC
Spencer Manufacturing, Inc.
Super Vacuum Manufacturing Co., Inc.
The Sutphen Corporation
Toyne, Inc.
Ty Parker & Son, Inc.
US Fire Equipment, LLC
Ward Apparatus, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Stephanie Haataja, CPIM, Procurement Analyst
Craig West, Procurement Analyst
Tom Sharbonno, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Custom Fire Apparatus, Inc., provides a wide variety of fire service vehicles including initial attack/wildland, pumpers, rescue, and mobile water supply/pumper tender firefighting apparatus. They will provide sales and service in the United States and Canada. Their price list includes many common options when customizing base model vehicles. Custom Fire Apparatus, Inc. is offering Sourcewell participating entities a solid discount off list pricing.

HME, Inc., manufactures aerials, pumpers, tankers, and wildland firefighting apparatus. Their sales and dealer network are available to Sourcewell participating entities throughout the United States and Canada. Dealers are available for 24-hour emergency service and mobile repair. HME is offering a considerable discount off MSRP. Pre-pay and quantity discounts are also available.

MAXIMETAL Inc. offers a product line that includes pumpers, tankers, rescues, command vehicles, and wildland firefighting apparatus. Their sales representatives and dealer network can provide sales and service to all Sourcewell participating entities in the United States and Canada. They are able to offer 24–48-hour critical parts delivery to their customers. MAXIMETAL is offering a competitive discount off list pricing and an additional volume discount for two or more identical units on a single purchase order.

Oshkosh Corporation is offering a wide variety of products including custom and commercial pumper products, aerial products, and emergency response vehicles. They will serve Sourcewell participating entities in the United States and Canada through their regional sales and service model. Oshkosh Corporation is providing a combination

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com

Sourcewell Awarded Contract Contract # 113021-OKC-1

Pierce Manufacturing #113021-OKC Fire Apparatus -including rescue, command units and wildland.

Pricing for contract #113021-OKC is as follows:

- Base model pricing is provided at 5.50% discount off MSRP.
- Base model options are provided at a 5.50% discount off MSRP.

Additional discounts may be available for identical multi-unit purchases. Discount varies dependent on the number of identical units, the configuration of the units, and will be handled on a case-by-case basis.

Authorized Pierce dealers may offer service contracts for preventative maintenance and other services. Pricing would be quoted on a time and materials basis, by the dealer, at the time of request. Pierce offers our dealers the ability to offer/develop custom service/maintenance contracts to Sourcewell members utilizing this contract.

Persistent Inflationary Environment

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

Lead-times

Due to global supply chain constraints, any delivery date on the customer contract is a good faith estimate as of the date of the order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Dealership	Principal	Region	HQ Phone	HQ Address	City	State	Zip	State coverage
Allegiance Fire and Rescue	Justin Fink Bill O'Connor Michael Sirignano	Northeast	508-668-3112	2181 Providence Hwy	Walpole	MA	02081	MA, ME, NH, RI, VT
Atlantic Emergency Solutions, Inc.	Joseph Pack	Mid-Atlantic	703-393-9911	12351 Randolph Ridge Lane	Manassas	VA	20109	DE, KY, OH, MD, NC, WV, VA
Conrad Fire Equipment Inc.	Sal Monteleone Karl Schultz Joe Schultz	Central	913-780-5521	19922 W. 162nd St.	Olathe	KS	66062	KS, OK
Emergency Equipment Professionals, Inc.	Jeff Kuntz	Central	662-280-4729	PO BOX 1739	Southhaven	MS	38671	AL, MS
Fire Apparatus & Equipment, Inc.	Leslie Niles	Midwest	920-574-3410	5793 W. Grande Market Dr. Suite C	Appleton	WI	54913	WI
Fire & Safety Services Ltd.	Dave Russell	Mid-Atlantic	800-400-8017	200 Ryan Street	South Plainfield	NJ	07080	NJ
Firematic Supply Co., Inc.	Mike Hanratty Peter Hanratty	Northeast	631-924-3181	PO BOX 187	Yaphank	NY	11980-0187	CT, NY
Front Range Fire Apparatus, Ltd.	Duane Doucette	West	303-449-9911	7600 Miller Court	Longmont	CO	80504	CO, WY
Glick Fire Equipment Co., Inc.	Amy Switzer Jodi Mohn	Mid-Atlantic	717-299-4120	PO BOX 69	Smoketown	PA	17576-0069	PA
Golden State Fire Apparatus, Inc.	Ryan Wright Daron Wright	West	916-330-1638	7400 Reese Road	Sacramento	CA	95828	CA
Halt Fire Inc.	Todd Lincoln	Northeast	248-669-0800	50168 West Pontiac Trail, Unit 5	Wixom	MI	48393	MI
Hughes Fire Equipment Inc.	Rex Hughes Michael Duyck	West	541-747-0072	910 Shelley Street	Springfield	OR	97477	AK, AZ, HI, ID, NV, MT, OR, WA
MacQueen Emergency Group	Daniel Gage	Central	651-645-5726	1125 7th St. E	St. Paul	MN	55106	IL, IN, MN, MO, ND, NE, SD
Reliant Fire Apparatus, Inc.	Bryan Krueger Brett Krueger Jason Krueger	Central	262-297-5020	880 Enterprise Drive PO BOX 470	Slinger	WI	53086	IA, WI
Siddons-Martin Emergency Group, LLC	Pat Siddons Leon Martin Jr	West	800-784-6806	1362 East Richey Rd.	Houston	TX	77073	AR, LA, NM, NV, TN, TX, UT
South Coast Fire Equip, Inc.	Kevin Newell	West	909-673-9900	3150 Palisades Dr.	Corona	CA	92878	CA
Spartan Fire & Emergency Apparatus	Robert Fore IV	Mid-Atlantic	864-582-2376	319 Southport Road	Roebuck	SC	29376	SC
Ten-8 Fire & Safety, LLC	Keith Chapman	Central	941-756-7779	2904 59th Ave. East	Bradenton	FL	34203-5312	FL, GA
*Commercial Emergency Equipment	Morgan Mackay	Canada	418-228-6294 x249	591 Chester Road	Delta	BC	V3M 6G7	AB, BC, MB, SK, NT, NWT, YT
*L'Arsenal	Marc-Andre Lemaire Louis-David Lemaire	Canada	418-228-6294 x249	2250 Andre C. Hamel	Drummondville	QC	J2C8B1	Quebec
*Safety Source Fire Inc.	Calvin Ripley Ross Henderson	Canada	418-228-6294 x249	121 Ilsley Ave. Unit 4	Dartmouth	NS	B3B1S4	NB, NL, NS, PE

EXHIBIT "A" – CITY OF BARTOW PB 25-23
TERMS & CONDITIONS FOR GOODS OR MATERIALS BID
BY ANOTHER GOVERNMENTAL ENTITY

1. The Vendor affirms and ratifies the terms and conditions of Contract #113021-OKC, dated **April 5, 2022** between Oshkosh Corporation, a Foreign Profit Corporation, and Supplier's consolidated subsidiaries as defined in the Contract (the "Vendor") and Sourcewell, a state of Minnesota local government (the "Entity") and agrees to supply and deliver Firefighting Apparatus and Fire Services Vehicles to the City of Bartow in accordance with the terms of said Contract# 113021-OKC (Exhibit "A").

2. The City agrees to purchase the above-described goods or materials upon the terms and conditions as set forth in the Bid with the Sourcewell.

~~3. **Termination.** The City may terminate this Contract for any reason upon thirty (30) days written notice to Vendor. The City may terminate this Contract for cause upon five (5) days written notice to Vendor with cause defined as including, by way of explanation and not limitation, failing to perform Vendor's duties satisfactorily or in a timely manner.~~

4. **Proof of Insurance; No Waiver of Sovereign Immunity.** Vendor shall provide the City with a Certificate of Insurance, naming the City as an additional insured, at the prescribed limits and terms as described in the City's Insurance Requirements set forth in the Bid Documents. Nothing herein is intended to act, nor shall it be construed, as a waiver of the City's sovereign immunity or the limits of liability set forth in section 768.28 of the Florida Statues regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

5. **Indemnification.** Vendor agrees to hold the City and all of its respective officers, agents, and employees harmless from any and all loss, damage liability, expense, penalty, fine, suit, action, or claim, including but not limited to attorney's fees and costs of suit in pre-suit, trial, appellate and bankruptcy matters, and any expense whatsoever arising out of any act by Vendor in its obligation under this Contract by its staff, designees, or agents.

6. **Breach.** Either party breaching this Contract shall be liable to the other party for all damages, cost and expenses incurred by the other party as a result thereof or in enforcing this contract, including a reasonable attorney's fee.

7. **Assignment.** This Contract is assignable in the event that Vendor sells, assigns, and transfers a majority of its assets to another business entity authorized to do business in the State of Florida, or merges with another business entity authorized to do business in the State of Florida. Otherwise, this Contract is not assignable under any circumstances.

8. **Governing Law; Venue.** The Contract will be construed and enforced in accordance with the laws of the State of Florida. The exclusive venue of any action to enforce or interpret this

Contract will exclusively lie in the Florida State Court system in and for Polk County, Florida, which, as of the effective date of this Contract, consists of the Tenth Judicial Circuit Court in and for Polk County, Florida, and the County Court in and for Polk County, Florida.

9. **Public Entity Crimes.** Any person or affiliate, as defined in § 287.133, Florida Statutes (2023), shall not be allowed to contract with the City if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this Contract, or if such person or affiliate was listed on the State of Florida's convicted vendor list within three (3) years of the date of this Contract, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency, federal, state or local, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any contract or agreement with the City obtained in violation of this Paragraph shall be subject to termination for cause.

10. **Scrutinized Companies.** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Contract, Vendor certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. Vendor understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the City may terminate this Contract at the City's option if the Vendor is found to have submitted a false certification.

11. **Drug-Free Workplace.** By executing this Contract, Vendor certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

12. **E-Verify.**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the City and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the City may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the City as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

13. **No Consideration of Social, Political, and Ideological Interests.** Vendor acknowledges receipt of notice from the City of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor based on the prospective vendor's social, political or ideological interests or requesting documentation from, or considering, a prospective vendor's social, political, or ideological interests when determining if the prospective vendor is a responsible vendor. Vendor affirms and agrees that the City did not request any documentation about, or give any consideration to, the Vendor's social, political, or ideological interests in the award of this Contract.

14. **Contracting with Foreign Entities.** By executing this Contract, Vendor certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign

Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Vendor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Vendor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Vendor organized under the laws of a Foreign Country of Concern, nor does the Vendor have its principal place of business located in a Foreign Country of Concern. If this Contract permits the Vendor to access the personal identifying information of any individual, Contract agrees to notify the City in advance of any contemplated transaction that would cause Vendor to be disqualified from such access under Section 287.138 of the Florida Statutes. Vendor agrees to furnish the City with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

15. **Public Records.** Vendor acknowledges the City's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. Vendor acknowledges that the City is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this contract and that said statute controls over the terms of this contract. Vendor further acknowledges its obligations under Florida Statute §119.0701, which include the requirements to: a) keep and maintain public records required by the City to perform the service, b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law, c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the City, and d) upon completion of the Contract, transfer, at no cost, to the City all public records in possession of Vendor, or keep and maintain public records required by the City to perform the City. If Vendor transfers all public records to the City upon completion of the Contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the IT systems of the City. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Vendor of the request, and Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If Vendor does not comply with a City request for records, the City shall enforce the Contract provisions in accordance with the Contract. A Vendor who fails to provide the public records to the City with a reasonable time may be subject to the penalties under §119.10, Florida Statutes.

THE FOLLOWING NOTICE IS REQUIRED BY CHAPTER 119, FLORIDA STATUTES: IF VENDOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF BARTOW, CITY CLERK'S OFFICE, 863-534-0100, JPOOLE.CLERKS@CITYOFBARTOW.NET; 450 NORTH WILSON AVENUE, BARTOW, FLORIDA 33830.

16. **Code of Ethics.** If any vendor violates or is a party to a violation of the code of ethics of the City of Bartow or the State of Florida, with respect to this contract, such vendor may be disqualified from performing the work described in this contract or from furnishing the goods or services for which the contract is submitted and shall be further disqualified from any future bids for work, goods, or services for the City.

17. **No Exclusive Contract.** Vendor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

18. **Use of Coercion for Labor or Services (Exhibit "I").** No Coercion for Labor or Services. Vendor acknowledges that Section 787.06 of the Florida Statutes requires each nongovernmental entity that is executing, renewing, or extending a contract with a public governmental entity to provide the governmental entity with an affidavit signed by an officer or authorized representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as those terms are defined by law. Vendor agrees to furnish the City with the necessary affidavit signed by an officer or authorized representative of Firm under penalty of perjury at any time and upon request.

19. **Effective Date.** This Contract is effective upon the date of the signature provided below and shall remain in effect no later than the expiration date established in the Sourcewell Contract # 113021-OKC.

Ten-8 Fire & Safety
COMPANY NAME

Blake R. Ebben
AUTHORIZED REPRESENTATIVE (PRINT)

Blake R Ebben / 9/2/2025
SIGNATURE **DATE**

Exhibit "I"- Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Bartow, a Florida municipal corporation.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Blake Ebben - VP of App Sales (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Ten-8 Fire & Safety
NONGOVERNMENTAL ENTITY

SIGNATURE

Blake R. Ebben
PRINT NAME

VP- Apparatus Sales
TITLE

9/2/2025
DATE

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that Ten-8 Fire & Safety does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section

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

Company Name: Ten-8 Fire & Safety

Signature / Date 9/2/2025

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PB 25-23

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

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

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

Company Name: Ten-8 Fire & Safety

Signature: [signature]

Title: Vice President of Apparatus Sales

Date: 09/02/2025

State of: Florida

County of: Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of September, 2025, by Blake Ebben (name) as VP of Apparatus Sales (title of officer) of Ten-8 Fire & Safety (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [signature]

Printed Name of Notary Public: Gladys B. Miranda

Notary Commission Number and Expiration: 12/6/2026

(AFFIX NOTARY SEAL)

GLADYS B. MIRANDA
MY COMMISSION # HH 333079
EXPIRES: December 6, 2026

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: FIREFIGHTING APPARATUS AND FIRE SERVICES VEHICLES

The undersigned, as an authorized officer of the contractor identified below (the "Vendor"), having full knowledge of the statements contained herein, hereby certifies to the City of Bartow (the "City"), by and on behalf of the Vendor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Vendor and the City on or about the date hereof, whereby the Vendor will provide labor, supplies, or services to the City in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
2. Pursuant to Section 448.095(5), Florida Statutes, the Vendor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor. The Vendor acknowledges and agrees that (i) the City and the Vendor may not enter into the Contract, and the Vendor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the City may treat a failure to comply as a material breach of the Contract.
3. By entering into the Contract, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 2 day of September, 2025

ATTEST:	**VENDOR:**
By: Gladys B Miranda	By: Blake R Ebben
Printed Name: Gladys B. Miranda	Printed Name: Blake R. Ebben
Its: Corporate Secretary/Manager	Its: VP-Apparatus Sales

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted with BID/TITLE #25-23, Firefighting Apparatus and Fire Services Vehicles.

2. This sworn statement is submitted by (name of entity submitting sworn statement) whose business address is 1112 Manatee Ave Bradenton FL 34208 and (if applicable) its Federal Employer Identification Number (FEIN) is 592812764 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is Blake R. Ebben and my relationship to the entity named above is Vice President of Apparatus Sales.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City ship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies, do not leave blank.)**

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Ten 8 Fire & Safety — Company's Name

Blake Ebben — Signature

9/2/25 — Date

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this (date) 2nd day of September, 2025 by (name of person acknowledging) Blake Ebben, who is personally known to me or who has produced (type of identification) _____ as identification.

Gladys B. Miranda
Notary Public – Signature

Notary Seal
GLADYS B. MIRANDA
MY COMMISSION # HH 333079
EXPIRES: December 6, 2026

Gladys B. Miranda
Name typed, printed or stamped

My Commission Expires: 12/6/2026

NON-COLLUSIVE AFFIDAVIT

Company Name: Ten-8 Fire & Safety being first duly sworn, deposes and says that:

1. He/she is the Officer (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached bid.
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
3. Such bid is genuine and is not a collusive or sham bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix an overhead, profit, or cost elements of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Blake R Ebben
Signature

9/2/2025
Date

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this (date) 2nd day of September, 2025 by (name of person acknowledging)

Blake Ebben, who is personally known to me or who has produced (type of identification) _____ as identification.

Gladys B. Miranda
Notary Public – Signature

[Notary Seal]

GLADYS B. MIRANDA
MY COMMISSION # HH 333079
EXPIRES: December 6, 2026

Gladys B. Miranda
Name typed, printed or stamped

My Commission Expires: 12/6/2026

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Vendor Name: Ten-8 Fire & Safety

Vendor FEIN: 592812764

Authorized Representative Name and Title: Blake R. Ebben VP-Apparatus Sales

Address: 1112 Manatee Ave E.

City: Bradenton State: Florida Zip: 34208

Phone Number: 877-989-7660

Email Address: bebben@ten8fire.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: Blake R Ebben

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Blake R. Ebben Vice President of Apparatus Sales

Date: 9/2/2025

CITY OF BARTOW, FLORIDA

TO: Honorable Mayor and City Commissioners, City of Bartow City Commission

THROUGH: Mike Herr, City Manager

FROM: Michael Poucher, Electric Dept. Director
Danielle Rose, Financial Services Manager

DATE: March 2, 2026

SUBJECT: Consideration and approval, authorizing staff to enter contract negotiations starting with the highest ranked firm CityVitae, LLC for Electric Vehicle Charging Station Infrastructure Implementation.

SUMMARY AND BACKGROUND

STAFF ANALYSIS

The City issued RFP 26-06, for Electric Vehicle Charging Station Infrastructure Implementation, seeking proposals from qualified firms ("Proposers") interested in providing sustainable business models and partnership opportunities with third-party electric vehicle supply equipment (EVSE) providers who will install, operate, maintain, and own publicly accessible electric vehicle (EV) charging stations on City-owned property at low or no cost to the City of Bartow. This Procurement selection consists of the following:

- **public announcement;**
- **competitive selection** by evaluating each contractor producing a reduced number of contractors to be shortlisted then ranking the contractors based on presentations, determining which contractor(s) will best serve the City; and
- **contract negotiations**.

Public notice of RFP 26-06 was published on December 15, 2025, and proposals in response to RFP 26-06, were received by the City on January 21, 2026.

On February 12, 2026, an evaluation selection committee comprised of five (5) City Staff members: Michael Poucher, Brent Foockle, Howard Smith, Jason Hargrove & Corbett Watson scored the two (2) proposals. During the second evaluation meeting, the committee determined that interviews were not necessary and voted to proceed with awarding the contract to the highest scored selected vendor CityVitae, LLC.

CityVitae, LLC was selected due to their local presence in Florida, strong project approach,

extensive experience with similar EV charging projects for other Florida entities, positive client references, and a proposed profit-sharing.

STAFF ANALYSIS

In the competitive selection phase of the procurement process, the City is required to evaluate current statements of qualifications and performance data on file together with those submitted by other contractors, conduct discussions with no fewer than three contractors, and select, in order of preference.

The firm picked by the selection committee has excellent capabilities, adequacy of personnel, established & good past references, and documented experience in this field of expertise.

FISCAL IMPACT

Contract negotiation expenses, consisting primarily of staff time and legal fees, are currently budgeted and appropriated as general expenditures. It is expected that the contract negotiations phase of this procurement will have a negligible and insignificant fiscal impact on the City's fiscal year 2025-2026 budget.

RECOMMENDATION

Staff recommend the City Commission authorize City staff to begin the competitive negotiations phase of the procurement process. Negotiations shall be conducted starting with CityVitae, LLC as the top ranked. In the event negotiations are terminated with CityVitae,LLC , the City shall proceed negotiations with the next proposer Eve Energy Ventures Inc DBA Xeal Energy, until negotiations are successfully completed or all proposers have been exhausted.

ATTACHMENTS

1. RFP 26-06, Master Score Sheet
2. CityVitae LLC - Excutive Summary
3. Xeal Energy - Executive Summary

RFP 26-06, EV CHARGING STATION							
Proposer	Michael Poucher	Brent Foockle	Corbett Watson	Howard Smith	Jason Hargrove	Total Score	Relative Score
CityVitae LLC	64	61	68	65	55	313	63
Eve Energy Ventures Inc DBA Xeal Energy	49	41	73	63	56	282	56

To:
City of Bartow
Purchasing Department

At **CityVitae**, we recognize the pivotal role that accessible and dependable electric vehicle (EV) charging infrastructure plays in shaping the sustainable future of urban mobility. Leveraging our proficiency in constructing and managing charging stations across public and private domains, we are poised to deliver innovative solutions aligned with this program's objectives.
CityVitae is pleased to submit our proposal in response to **RFP 26-06 – Electric Vehicle Charging Station Infrastructure Implementation**. We appreciate the opportunity to support the City of Bartow in expanding access to reliable public EV charging infrastructure through a turnkey deployment and operations program.

Understanding of the Required Services
CityVitae understands that the City is seeking a qualified EV charging provider to deliver a **turnkey solution** that includes furnishing, installing, owning, operating, and maintaining EV charging stations at City locations. We recognize that the selected provider is expected to manage the full implementation process, ensure consistent station uptime and reliability, and provide ongoing operational support and customer service for the public.

Commitment to Performance
CityVitae is fully committed to performing these services on a **consistent, timely, and professional basis**. Our team prioritizes high-quality execution, responsive maintenance, and dependable operational performance. We are prepared to coordinate efficiently with the City to ensure smooth implementation and long-term program success.

Thank you for your consideration. We look forward to the opportunity to partner with the City of Bartow and contribute to the successful deployment of public EV charging infrastructure.

Sincerely,

Pere Francino
CEO CityVitae
ADDRESS: 2153 Coral Way Suite 400, Miami FL 33145
PHONE: (857) 225 9131
Email pere.francino@cityvitae.com

1. • Tab 1 – Executive Summary

CityVitae is pleased to submit this proposal to support the **City of Bartow** in the implementation of a reliable, scalable, and user-friendly public electric vehicle (EV) charging program. CityVitae is an experienced EV charging infrastructure provider focused on delivering turnkey solutions that combine high-quality charging hardware, proven operational capacity, and data-driven site planning to maximize long-term public benefit.

Founded in 2018, CityVitae has developed expertise in planning, deploying, and operating EV charging infrastructure across Florida and Texas. Our team specializes in deploying chargers in real-world environments where drivers naturally stop and park, including public facilities, health centers, commercial destinations, condominiums, and mixed-use developments. CityVitae currently operates more than **150 chargers**, demonstrating our ability to manage charging networks at scale with high reliability.

- **Understanding of the City's Goals**

CityVitae understands that the City of Bartow is seeking a qualified partner to deliver a **turnkey EV charging program** that includes charger installation, ongoing operations, maintenance, customer support, reporting, and long-term performance. Our team is prepared to collaborate with the City to identify the best locations for public chargers, ensuring the program supports accessibility, usability, and long-term adoption of electric vehicles.

- **Turnkey Project Delivery**

CityVitae will provide a complete turnkey solution covering all key phases of implementation, including:

- Site analysis and selection support
- Installation coordination and commissioning
- Charger operations, billing, and performance monitoring
- Preventive and corrective maintenance
- Customer support via hotline and email
- Monthly reporting and City access to utilization dashboards

CityVitae's operational model emphasizes reliability and uptime through real-time monitoring systems and rapid response procedures. In addition to remote monitoring, CityVitae proposes periodic physical inspections to ensure chargers remain functional, safe, and fully operational.

- **Technology and Performance**

CityVitae has developed in-house charging management technology that reduces reliance on third-party networks and enables flexible operational configuration. This includes tools to support smart charging, dynamic pricing structures, idle fee configurations, and performance monitoring. These capabilities strengthen our ability to support the City of Bartow with a charging program that is adaptable, data-driven, and scalable as community needs evolve.

- **Financial and Partnership Model**

CityVitae's proposed model is designed to provide the City of Bartow with a financially sustainable EV charging program that requires **no upfront capital investment and carries no financial risk to the City**. Consultation for charger site selection, installation, and operation will be provided **at no cost** to the City.

CityVitae will manage the full turnkey deployment and ongoing operations, including permitting, installation, maintenance, and customer support. The City will be reimbursed for **100% of the electrical energy used by the chargers**, ensuring that City operations do not incur electricity costs associated with charging activities.

Additionally, CityVitae proposes a transparent revenue-sharing structure in which profit-sharing begins only after CityVitae has recovered its initial capital investment for each installation. Once recovered, **part of net profits**[1] will be disbursed to the City, either as direct revenue or reinvested in expanded charging infrastructure based on City priorities.

- **Number of chargers**

CityVitae commits to installing at least 6 chargers within a period of no more than 6 months in some of the locations proposed by the city. If there are more locations that prove to be profitable, more chargers will be installed.

- **Commitment to the City of Bartow**

CityVitae is committed to delivering these services consistently, professionally, and on schedule. Our team looks forward to partnering with the City of Bartow to help expand EV charging access, improve driver experience, and support the City's sustainability and transportation goals through a dependable and high-performing charging network.

[1] The percentage value that is included in the economic proposal

8. • Tab 8 – Financial

Consultation for charger site selection, installation, and operation will be provided to the city at no cost.

The City will be reimbursed by 100% of the electrical energy used by the chargers.

CityVitae will provide the permits, installation and operation of the chargers, based on a market rate charged to the users of the electric chargers.

Additionally, once CityVitae has fully recovered its initial investment for a specific installation through accumulated net profits, a profit-sharing phase begins. From that point forward, **25% of all subsequent net profits** from that installation will be disbursed to the City. (see point for details 4.4 PROPOSED REVENUE SHARING MODEL)

Docusign Envelope ID: 2DA94293-53EC-417E-A519-5FB5AE9947BE

Cover Letter

With much enthusiasm, we submit our proposal in response to the City of Bartow's RFP 26-06 - Electric Vehicle Charging Station Infrastructure Implementation. Xeal is a leader in the electric vehicle charging industry, and is poised to deliver an innovative, comprehensive solution tailored to meet and surpass Bartow's goals for a sustainable, efficient, and user-friendly city-wide public EV charging infrastructure. We are committed to perform the services contained herein on a consistent and timely basis.

At Xeal, our mission is "Making clean energy work anywhere for anyone". To this end, we re-engineered every variable of the EV charger equation to make chargers a no-brainer investment. We differentiate ourselves through our pioneering technology and a steadfast commitment to sustainability and user experience. Our one-of-a-kind self-reliant computing protocol is at the core of our offerings, setting a new standard in the EV charging domain. This technology enables:

1. **100% Uptime, Guaranteed**: Our system's architecture minimizes dependencies on external, centralized networks, effectively eliminating downtime and ensuring chargers are available when drivers need them the most.
2. **Full Smart Functionality Without IT Costs**: From instant payments to over-the-air (OTA) updates, our platform offers a seamless experience for users and administrators alike, eliminating the need for any expensive IT infrastructure.
3. **Dynamic Power Optimization**: Our smart energy management dynamically adjusts power distribution based on real-time demand and grid conditions, optimizing energy use between vehicles, and minimizing capital expenditure on electrical infrastructure.

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Our goal is turning a complex industry into simple, affordable value. We innovate at the intersection of proptech, energy, and mobility to make it easy for buildings to progressively become more intelligent, rather than force an "All or nothing" mindset. By choosing Xeal, Bartow will procure a cutting-edge charging infrastructure and will also invest in the future of clean, urban mobility.

Our point of contact who is authorized to represent Xeal:

- Mike Smith, Vice President, Implementation & Partner Strategy
- Address: 594 Broadway, Suite 805, New York, NY 10012
- Phone: 917.410.5983
- Email: mike.smith@xealenergy.com

We are excited to partner with Bartow to help achieve a greener, more technologically advanced future in transportation. We look forward to discussing our proposal further and are confident that Xeal is the right partner to help Bartow realize its long-term sustainability and operational goals.

Thank you for considering Xeal for this important initiative.

Sincerely,

Signed by:
Michael A. Smith
FEE93349FFCF42E...

Mike Smith
Vice President, Implementation & Partner Strategy
Xeal | mike.smith@xealenergy.com

Docusign Envelope ID: 2DA94293-53EC-417E-A519-5FB5AE9947BE

Tab 1: Executive Summary

Overview of our Company, Xeal

Xeal proposes to design, install, and operate a turnkey EV charging network across Bartow. Our solution will expand EV charging availability in multiple parking locations at no cost to the city, with an unmatched 100% uptime guarantee and many other innovative features. Xeal was **founded in 2019** and has quickly grown into a national provider of EV charging solutions. We operate across more than 40 U.S. markets (coast-to-coast), with over 11,000 chargers under contract, making us a **national** company in scope (with deployments from dense urban environments to remote rural sites). Our headquarters is located in New York City, NY, and we have operational teams based in California, Texas as well as members in Florida to support regional projects. Xeal employs approximately **43 full-time employees** and is continuing to expand its workforce as our business grows. The company is **privately held** (venture-backed) and remains founder-led; this private ownership structure enables agility and a strong focus on mission-driven growth.

Our main point of contact who is authorized to represent Xeal:

- Mike Smith, Vice President, Implementation & Partner Strategy
- Address: 594 Broadway, Suite 805, New York, NY 10012
- Phone: 917.410.5983
- Email: mike.smith@xealenergy.com

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Tab 8 - Financial Viability, User Experience, Accessibility, and Payment Mechanisms

Financial Viability of Proposed Business Model

Xeal has projected the financial viability of our business model, keeping the project at zero cost to government and recouping expenses via charging users a reasonable fee which can be seen in the table below. Please note that in addition to zero cost to the City, and in the spirit of partnership, **Xeal is waiving the standard licensing and leasing fees that amount to $55,200 over the life of the 10-year contract.**

Assumptions		**Pro Forma Figures**	*$$*	*%%*
Electricity Cost	$0.15	Gross Charging Revenue	$115,671.46	*100.00%*
User Charge	$0.49			
Number of L2 Ports	6			
L2 Full Occupancy (hrs/wk)	20	Electricity Costs (COGS)	$35,409.63	*30.61%*
L2 %% Occupancy	50%	Installation Costs (CAPEX)	$76,369.56	*66.02%*
L2 kW Output	6.6	***Xeal Net Income***	***$3,892.27***	***3.36%***
L2 Charger purchase cost (per port)	$1,900.00			
L2 Installation fee (per port)	$10,828.26			
L2 CAPEX per Port	$12,728.26			
Total L2 CAPEX	$76,369.56			
TOTAL CAPEX	$76,369.56			
Contract Term	10			
Annual Charger Lease per port	$600.00			
Annual Software License Fee per port	$320.00			
Annual Licensing Fees per port	$920.00			
Annual Escalator	3%			

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Proposed EVSE end-consumer rate structure

As stated previously, Xeal plans an initial fee structure of $0.49/kWh which will be paid through the Xeal app which is available to all EV drivers (no network or membership required) and accepts all major credit and debit cards.

Maximum Public Benefit

Xeal's innovative approach with our Helix Protocol and 100% uptime guarantee as described in Tab 4 is industry leading and maximizes the public benefit at zero cost to the City.

Proposed options for EVSE when the agreement expires

At the end of the contract term, the following options are available to the city:

1. Contract extension on current terms - Xeal would be pleased to continue to extend our partnership and own/operate this system for the City of Bartow.
2. Transfer of Ownership - the City of Bartow could take over the ownership of the chargers and enter into a standard agreement with Xeal. Terms vary, but the City of Bartow would enter into a revenue sharing agreement with Xeal, and pay monthly software and leasing fees. Xeal would help the City make a cost/benefit comparison for this option based on the 10 years of rich utilization data.
3. Removal of EVSE - Xeal could remove the EVSE at no cost to the City if this was the desired option.

CITY OF BARTOW, FLORIDA

TO: City of Bartow City Commission

THROUGH: Mike Herr, City Manager

FROM: C. Howard Smith, Director
Community Redevelopment Agency

DATE: February 25, 2026

SUBJECT: Community Development Block Grant Funds Project Approvals

SUMMARY

On February 25, 2026, the Citizens' Advisory Committee (CAC) convened in a public forum to review a proposal submitted by the City of Bartow's Parks, Recreation, and Cultural Arts Department for potential funding through the Community Development Block Grant (CDBG) provided by Polk County. Following a Project presentation and evaluation, the CAC determined that the City of Bartow's Public Works and Parks and Recreation Departments' projects align most effectively with the funding objectives and priorities of the CDBG program for FY 2026-2027.

The CAC recommends CDBG funding approval by the City Commission for:

1. Approve- Parks, Recreation and Cultural Arts Department – ADA Swing Installation Project
2. Approve- CDBG Funding Allocation in an amount not to exceed $102,630.00

BACKGROUND

The City of Bartow annually receives CDBG funding through Polk County to support Capital Improvement and Community Development Projects that improve infrastructure, accessibility, recreational facilities, or underserved areas. The CAC, a citizen-led advisory board appointed by the City Commission, is responsible for reviewing and prioritizing funding requests based on Federal and local CDBG program goals and guidelines.

At the February 25th public meeting, the CAC reviewed the proposal that will be submitted. The evaluation criteria include project feasibility, alignment with CDBG priorities, potential community impact, and long-term benefits to residents.

- **Project** – ADA Wheelchair Swing at Nye Jordan Park.
    - Total Project Budget**:** $164,108

- **Project Scope -** ADA Wheelchair swing installation, site preparation, installation of required safety surfacing, anchoring and assembly of the swing structure, and compliance with all ADA standards, manufacturer specifications, and applicable safety guidelines.
- **Justification -** ADA-compliant play feature promotes equal access, social inclusion, and community well-being that adequately serve children and residents with mobility challenges.

The total project cost is $164,108. The proposed CDBG allocation is $102,630, which leaves a remaining balance of $61,478 to complete the project. The Kiwanis Club, local not-for-profit civic organization, will partner with the Parks, Recreation and Cultural Arts Department with closing the funding gap as a contribution to this project.

FISCAL IMPACT

CDBG FY-26-27 Allocation: $102,630

NEXT STEPS

City of Bartow will Submit Proposal to Polk County by 3/12/26

Complete two attachments to be considered for funding

Two copies of collated materials (one original and one (1) copy) to be mailed to:

Housing and Neighborhood Development

Post Office Box 9005, Drawer HS04

Bartow, FL 33831-9005

ATTACHMENTS

- CAC Recommendation Letter
- Department Project Information
- City of Bartow CDBG Proposal
  - Financial Audit (year-end)
  - Completed proposal narrative with attachments
  - List of City Commissioners/City Council members
  - Job descriptions of service delivery positions for which salaries and benefits are requested
  - Certificate of Insurance (Polk County listed as certificate holder)

CDBG PROJECT

WHEELCHAIR SWING- NYE JORDAN PARK (POSSIBLE PARTNERSHIP WITH KIWANIS CLUB)

ESTIMATED COST: $136,700

SUMMARY: Installing a wheelchair swing at Nye Jordan Park.

The City of Bartow serves as the county seat in Polk County, one of the largest counties in Florida and one of the fastest growing counties in the country. The city has a population of 20,000-23,000, which is expected to grow in the coming years due to the rapid development that is currently occurring.

The Bartow Parks, Recreation & Cultural Arts Department consists of three (3) divisions: Parks & Recreation, Library, and Golf Course. There are 55 Full-Time and 43 Part-Time employees. We have 13 Parks, 4 Athletic facilities, 3 Centers, 3 Cemeteries, 1 Library, and a Golf Course. This department strives to promote passive and active recreational services, parks and facilities that enrich the lives of all residents and promotes opportunities for a healthy lifestyle.

The addition of a wheelchair-accessible swing at Nye Jordan Park is a critical improvement that directly supports the CDBG program's goals of expanding accessibility, promoting inclusivity, and improving the quality of life for low- to moderate-income residents.

Currently, children and adults who use wheelchairs have limited opportunities for inclusive play within the park. Traditional playground equipment often requires physical abilities that many individuals with mobility challenges do not have, resulting in unintentional exclusion from recreational activities that are essential for social, emotional, and physical well-being. Installing a wheelchair swing ensures that community members with disabilities can participate fully in park activities—not on the sidelines, but alongside their peers.

A wheelchair-accessible swing provides:

- ADA-aligned access to recreation, allowing individuals with mobility impairments to engage in a fundamental play experience that is often unavailable without specialized equipment.
- Social inclusion, enabling children of all abilities to play together, fostering friendships, reducing isolation, and strengthening community bonds.
- Equitable access to public facilities, supporting the City's commitment to providing safe, inclusive spaces where every resident can participate, regardless of physical ability.
- Support for caregivers and families, many of whom currently must leave the neighborhood or city to find accessible play equipment.

This improvement ensures that Nye Jordan Park becomes a welcoming, inclusive space for all residents. By installing a wheelchair swing, the City is removing barriers, promoting equal opportunity for recreation, and fulfilling CDBG priorities focused on accessibility, community development, and enhanced public amenities.

Looking for more information on this project?

Contact Jason Hargrove- Director Parks, Recreation & Cultural Arts jhargrove@cityofbartow.net