

*Pollard Road
Community Development District*

Meeting Agenda

April 1, 2025

AGENDA

Pollard Road

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

March 25, 2025

Board of Supervisors Meeting Pollard Road Community Development District

Dear Board Members:

A Board of Supervisors meeting of the **Pollard Road Community Development District** will be held on **Tuesday, April 1, 2025 at 9:30 AM at 346 E. Central Ave., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/89025355220>

Call-In Information: 1-646-876-9923

Meeting ID: 890 2535 5220

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes)
3. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Board Members Elected at November 5, 2025 Landowners' Meeting (Jessica Spencer (Seat 3), Lindsey Roden (Seat 4), and Bobbie Henley (Seat 5))
 - B. Consideration of Resolution 2025-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2025-02 Election of Officers
4. Approval of Minutes of the July 24, 2024 Board of Supervisors Meeting and November 5, 2024 Landowners' Meeting
5. Consideration of Resolution 2025-03 Approving the Proposed Fiscal Year 2025/2026 Budget (Suggested Date: July 1, 2025) and Setting the Public Hearing on the Adoption of the Fiscal Year 2025/2026 Budget
6. Consideration of Resolution 2025-04 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
7. Ratification of 2025 Data Sharing and Usage Agreement with Polk County Property Appraiser
8. Ratification of 2025 Contract Agreement with Polk County Property Appraiser
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Ratification of Work Authorization 2025-1 for District Engineering Services from Dewberry

- C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
- 10. Other Business
- 11. Supervisors Requests and Audience Comments
- 12. Adjournment

SECTION III

SECTION B

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POLLARD ROAD COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Pollard Road Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Winter Haven, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE POLLARD ROAD COMMUNITY DEVELOPMENT DISTRICT:

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

Jessica Spencer	Seat 3	Votes 75
Lindsey Roden	Seat 4	Votes 100
Bobbie Henley	Seat 5	Votes 100

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

Lindsey Roden	4 Year Term
Bobbie Henley	4 Year Term
Jessica Spencer	2 Year Term

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of April 2025.

ATTEST:

**POLLARD ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson,
Board of Supervisors

SECTION D

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POLLARD ROAD COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE POLLARD ROAD COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Pollard Road Community Development District (hereinafter the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Winter Haven, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE POLLARD ROAD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	<u>Jill Burns</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>George Flint</u>

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of April 2025.

ATTEST:

**POLLARD ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
POLLARD ROAD
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Pollard Road Community Development District was held on Wednesday, **July 24, 2024** at 9:40 a.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum were:

Lauren Schwenk	Vice Chair
Bobbie Henley	Assistant Secretary
Chuck Cavaretta	Assistant Secretary
Lindsey Roden	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	District Counsel, Kilinski Van Wyk
Patrick Collins <i>via Zoom</i>	District Counsel, Kilinski Van Wyk
Rey Malave <i>via Zoom</i>	District Engineer, Dewberry
Lisa Kelley <i>via Zoom</i>	District Engineer, Dewberry
Joey Duncan <i>via Zoom</i>	District Engineer, Dewberry

The following is a summary of the discussions and actions taken at the July 24, 2024 Pollard Road Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order. Four Supervisors were in attendance at the meeting constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present or joining via Zoom.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Jessica Kowalski

Ms. Burns asked for a motion to accept Ms. Kowalski's resignation.

On MOTION by Ms. Schwenk, seconded by Ms. Henley, with all in favor, Accepting the Resignation of Jessica Kowalski, was approved.

B. Appointment to Fill Vacant Board Seat #4

Ms. Burns asked for a motion to fill the vacant seat. Ms. Henley appoint Lindsey Roden.

On MOTION by Ms. Henley, seconded by Mr. Cavaretta, with all in favor, Appointment to Fill Vacant Board Seat #4 with Lindsey Roden, was approved.

C. Administration of Oath to Newly Appointed Supervisors Meeting

Ms. Burns swore in Ms. Roden.

D. Consideration of Resolution 2024-04 Appointing an Assistant Secretary

Ms. Burns stated that this resolution will appoint Lindsey Roden as an Assistant Secretary.

On MOTION by Ms. Henley, seconded by Mr. Cavaretta, with all in favor, Resolution 2024-04 Appointing an Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

**Approval of Minutes of the April 24, 2024
Board of Supervisors Meeting**

Ms. Burns asked for any comments or corrections to the April 24, 2024 meeting minutes.
The Board had no changes.

On MOTION by Ms. Henley, seconded by Ms. Schwenk, with all in favor, the Minutes for the April 24, 2024 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Public Hearing

Ms. Burns stated this public hearing has been advertised in the paper.

On MOTION by Mr. Cavaretta, seconded by Ms. Henley, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns stated there were no members of the public present.

On MOTION by Ms. Schwenk, seconded by Ms. Henley, with all in favor, Closing the Public Hearing, was approved.

A. Public Hearing on the Adoption of the Fiscal Year 2024/2025 Budget

i. Consideration of Resolution 2024-05 Adopting the District's Fiscal Year 2024/2025 Budget and Appropriating Funds

Ms. Burns stated that the budget was included in the agenda package for Board review. She noted that the budget will be primarily Developer funded in the upcoming year.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, Resolution 2024-05 Adopting the District's Fiscal Year 2024/2025 Budget and Appropriating Funds, was approved.

ii. Consideration of Fiscal Year 2024/2025 Developer Funding Agreement

Ms. Burns stated this was with GLK. GLK will fund the operations and maintenance of the District for the upcoming year. Ms. Burns asked for a motion to approve as amended.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Fiscal Year 2024/2025 Developer Funding Agreement, was approved as amended.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2024-06
Designation of a Regular Monthly Meeting
Date, Time, and Location for Fiscal Year
2024/2025**

Ms. Burns stated the meeting will be held on the first Tuesday of the month at 9:30 a.m. at the same location.

On MOTION by Ms. Schwenk, seconded by Ms. Henley, with all in favor, Resolution 2024-06 Designation of a Regular Monthly Meeting Date, Time, and Location, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of the Adoption of Goals and
Objectives for the District**

Ms. Burns stated there was a change in Florida statute that requires all Districts to adopt annual goals and objectives. She noted that staff reviewed and put together a template of goals that would satisfy the statutory requirement.

On MOTION by Ms. Schwenk, seconded by Ms. Roden, with all in favor, the Adoption of Goals and Objectives for the District, was approved.

EIGHTH ORDER OF BUSINESS

Presentation of Fiscal Year 2023 Audit Report

Ms. Burns presented the Audit Report found on page 24. It was a clean audit. There were no instances of noncompliance and no findings. This is an independent audit.

On MOTION by Ms. Schwenk, seconded by Mr. Cavaretta, with all in favor, the Fiscal Year 2023 Audit Report, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk stated Polk County approved the use of a website for publication of legal notices. There is an issue that allows other local governments to join in. He has drafted a resolution to present at the next meeting that would allow for access to the website at zero cost. This is a county website.

B. Engineer

Mr. Malave did not have anything further to report.

C. District Manager's Report

i. Approval of Check Register

On MOTION by Mr. Cavaretta, seconded by Ms. Henley, with all in favor, the Construction Funding Agreement, was approved.

ii. Balance Sheet& Income Statement

Ms. Burns stated there was no action necessary.

TENTH ORDER OF BUSINESS

Other Business

There were being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

There were being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn.

On MOTION by Ms. Roden, seconded by Mr. Cavaretta, with all in favor, the meeting was adjourned.
--

Secretary/Assistant Secretary

Chairman/Vice Chairman

**MINUTES OF MEETING
POLLARD ROAD
COMMUNITY DEVELOPMENT DISTRICT**

The Landowners' meeting and Election of the Board of Supervisors of the Pollard Road Community Development District was held on Tuesday, **November 5, 2024**, at 9:24 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida

Present were:

Bobbie Henley
Jill Burns

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Ms. Burns stated Bobbie Henley is present as the proxy holder for Highland Cassidy, LLC, which owns 111.94 acres within the community authorizing her to cast up 112 votes for each of the three seats up for election on behalf of that entity. Seats #3, #4 and #5 are up for election.

SECOND ORDER OF BUSINESS

Call to Order

Ms. Burns called the meeting to order and called the roll.

THIRD ORDER OF BUSINESS

**Election of Chairman for the Purpose of
Conducting the Landowners' Meeting**

Ms. Burns was elected Chairman for the purpose of conducting the Landowners' meeting.

FOURTH ORDER OF BUSINESS

**Nominations for the Positions of
Supervisor**

Ms. Henley nominated Jessica Spencer to Seat #3, Lindsey Roden to Seat #4, and Bobbie Henley to Seat #5.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Ms. Burns stated 75 votes were cast for Jessica Spencer, 100 votes were cast for Lindsey Roden, and 100 votes for Bobbie Henley.

SIXTH ORDER OF BUSINESS

Ballot Tabulation

Ms. Burns stated Lindsey Roden and Bobbie Henley will serve four-year terms and Jessica Spencer will serve a two-year term.

SEVENTH ORDER OF BUSINESS

Landowners' Questions and Comments

There being no questions or comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POLLARD ROAD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Pollard Road Community Development District (“**District**”) prior to June 15, 2025, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE POLLARD ROAD COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	Tuesday, July 1, 2025
HOUR:	9:30 AM
LOCATION:	346 E Central Avenue Winter Haven, Florida 33880

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Winter Haven and Polk County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 1ST DAY OF APRIL 2025.

ATTEST:

**POLLARD ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2026

Pollard Road
Community Development District

Proposed Budget
FY2026



Table of Contents

1 General Fund

2-4 General Fund Narrative

Pollard Road

Community Development District

Proposed Budget

General Fund

Description	Adopted Budget FY2025	Actuals Thru 2/28/25	Projected Next 7 Months	Projected Thru 9/30/25	Proposed Budget FY2026
<u>Revenues</u>					
Developer Contributions	\$ 421,170	\$ 20,000	\$ 41,955	\$ 61,955	\$ 425,133
Total Revenues	\$ 421,170	\$ 20,000	\$ 41,955	\$ 61,955	\$ 425,133
<u>Expenditures</u>					
<u>General & Administrative</u>					
Supervisor Fees	\$ 12,000	\$ -	\$ 2,000	\$ 2,000	\$ 12,000
Engineering	\$ 15,000	\$ -	\$ 1,500	\$ 1,500	\$ 15,000
Attorney	\$ 25,000	\$ 1,396	\$ 3,500	\$ 4,896	\$ 25,000
Annual Audit	\$ 3,500	\$ -	\$ 3,500	\$ 3,500	\$ 3,500
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Disclosure Software	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Trustee Fees	\$ 4,050	\$ -	\$ -	\$ -	\$ 4,050
Management Fees	\$ 38,000	\$ 15,833	\$ 22,167	\$ 38,000	\$ 39,140
Information Technology	\$ 1,890	\$ 788	\$ 1,103	\$ 1,890	\$ 1,947
Website Maintenance	\$ 1,260	\$ 525	\$ 735	\$ 1,260	\$ 1,298
Postage & Delivery	\$ 1,000	\$ 127	\$ 178	\$ 304	\$ 1,000
Insurance	\$ 5,720	\$ 5,408	\$ -	\$ 5,408	\$ 5,949
Copies	\$ 1,000	\$ -	\$ 100	\$ 100	\$ 1,000
Legal Advertising	\$ 10,000	\$ 992	\$ 1,389	\$ 2,382	\$ 10,000
Administrative Contingency	\$ 5,000	\$ 204	\$ 285	\$ 489	\$ 5,000
Office Supplies	\$ 625	\$ 0	\$ 50	\$ 50	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total General & Administrative:	\$ 134,670	\$ 25,449	\$ 36,506	\$ 61,955	\$ 138,633
<u>Operations & Maintenance</u>					
Playground Lease	\$ 36,500	\$ -	\$ -	\$ -	\$ 36,500
Field Contingency	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Total Operations & Maintenance:	\$ 286,500	\$ -	\$ -	\$ -	\$ 286,500
Total Expenditures	\$ 406,550	\$ 25,449	\$ 36,506	\$ 61,955	\$ 425,133
Excess Revenues/(Expenditures)	\$ -	\$ (5,449)	\$ 5,449	\$ -	\$ -

Pollard Road

Community Development District

General Fund Narrative

Revenues:

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer, Dewberry Engineers, provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Kilinski | Van Wyk, provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. This service is provided by Dibartolomeo, McBee, Hartley & Barnes, P.A.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Pollard Road

Community Development District

General Fund Narrative

Disclosure Software

The District will contract with Disclosure Technology Services to provide a software platform for filing various reports required in accordance with Continuing Disclosure Agreements for bonds issued.

Trustee Fees

The District will incur trustee related costs with the issuance of its' anticipated bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology with Governmental Management Services-Central Florida, LLC for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs with Governmental Management Services-Central Florida, LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages with Florida Insurance Alliance.

Copies

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Pollard Road
Community Development District
General Fund Narrative

Administrative Contingency

Bank charges and any expenses incurred during the year that do not fit under other administrative expenditures.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Playground Lease

Represents the estimated cost of leasing playground equipment.

Field Contingency

Represents funds allocated to expenditures that the District could incur throughout the fiscal year that do not fit into any field category.

SECTION VI

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE POLLARD ROAD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE AUTHORITY TO EXECUTE A PARTICIPATION AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING FOR NOTICE OF THE USE OF PUBLICALLY ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND POLK COUNTY ORDINANCE 2024-041 AND IMPLIMENTING RESOLUTIONS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pollard Road Community Development District (“**District**”) is a local unit of special purpose government¹ created and existing pursuant to Chapter 190, Florida Statutes, and situated within the City of Winter Haven, Polk County, Florida; and

WHEREAS, the District is a political subdivision of the State of Florida and a “governmental agency” as that term is defined in Section 1.01(8) and Section 50.0311, Florida Statutes; and

WHEREAS, Chapter 50, Florida Statutes, provides that a governmental agency may publish certain statutorily required legal advertisements, publications and notices on a Publicly Accessible Website, as defined below, if the cost of publication is less than the cost of publication in a newspaper; and

WHEREAS, the District Board of Supervisors has determined that the cost of publication of legally required advertisements and public notices on the Polk County Publicly Accessible Website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Polk County, Florida has adopted Ordinance 2024-041 and Resolutions 24-124 and 24-125 (“County Regulations”), designating the Publicly Accessible Website of URL <http://polkcounty.column.us/search> (“Publicly Accessible Website”) for the publication of Legal Notices and Advertisements, such Ordinance and Resolutions are hereby adopted by this reference as if fully set forth herein; and

¹ Section 190.003(6), FS

WHEREAS, Polk County Resolution 2024-124 also designates the Publicly Accessible Website for the use of governmental agencies within Polk County; and

WHEREAS, the District desires to publish all legal advertisements and public notices on the Publicly Accessible Website to the extent authorized by law; and

WHEREAS, the District's Board of Supervisors finds that granting to the District Manager and the Chairman the Authority to enter into the Participation Agreement and the Government Agency Order in the substantial form as set forth in Composite Exhibit A, attached hereto and incorporated by this reference, is in the best interests of the District.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE POLLARD ROAD COMMUNITY DEVELOPMENT DISTRICT:

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION. The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.

3. DELEGATION OF AUTHORITY. The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.

4. PUBLICATION OF NOTICE AND REGISTRY. The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.

5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.

6. CONFLICTING PROVISIONS. All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.

7. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

8. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 1ST DAY OF APRIL 2025.

**POLLARD ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

Composite Exhibit A

Governmental Agency Order

D-R Media and Investments, LLC Publicly Accessible Website Agreement

This Order is between County/[Governmental Agency] ("County")/("Governmental Agency") and D-R Media and Investments, LLC ("Contractor" or "D-R Media") pursuant to Contractor's Agreement with Polk County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time period for this Order, unless otherwise extended or terminated by either party, is as follows:

Contractor shall provide notices on the Publicly Accessible Website at no charge to the County/Governmental Agency as provided in the Agreement.

Additional Terms:

- a. **Form of Notice.** County/Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Notices published on the Website. County/Governmental Agency shall be solely responsible for compliance with the Notice Requirements.
- b. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the County/Governmental Agency's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict

liability, negligence, product liability or otherwise nor shall anything included herein be construed as consent by County/Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D-R Media, even in a situation where D-R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY D-R MEDIA TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.

b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

Responsibilities of the Parties.

a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content County/Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify D-R Media promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order,
effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____
GOVERNMENTAL AGENCY NAME/TITLE

CITY CLERK

Print Name
____ day of _____, 20__

Contractor

Signature

Print/Type Name

Title

**Form Participation Agreement for Publication of Legal Notices on County Designated
Publicly Accessible Website**

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Polk County, a political subdivision of the State of Florida ("County"), and _____, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.
- D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.
- 2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to written notice to Local Government in accordance with the Notices section of this

Participation Agreement, designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Parties shall consider any such new designation as automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County. Local Government shall construe any and all actions of County in conjunction with, or

relating to, the designation of the Website for use by Local Government as, purely ministerial acts.

7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination.

10.1. Termination without cause. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.

10.2. Termination with cause. If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.

10.3. Automatic Termination. If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Manager

Polk County Board of County Commissioners

P.O. Box 9005

Bartow, Florida 33830

With a copy to:

County Attorney

Polk County Board of County Commissioners

P.O. Box 9005, Drawer AT01 Bartow,

Florida 33830

FOR LOCAL GOVERNMENT:

Email address: _____

12. Prior Agreements. Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law. Jurisdiction. Venue. Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have signed this Agreement and through their duly authorized signatories on the dates noted below their names.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

POLK COUNTY

a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
County Manager

Date:

ATTEST:

Local Government.

Signature

Signature

Print Name

Print Name

Title

Title

SECTION VII



POLK COUNTY PROPERTY APPRAISER 2025 Data Sharing and Usage Agreement

Revised 01/2025
ADA Compliant

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the Pollard Road Community Development District hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as “local government” by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2025**, and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: Neil Combee
 Print: Neil Combee
 Title: Polk County Property Appraiser
 Date: January 7, 2025

Signed by: Pollard Road Community Development District
 Signature: Jill Burns
 Print: 0CDADF4CFD22489... Jill Burns
 Title: District Manager
 Date: 3/10/2025

Please email the signed agreement to pataxroll@polk-county.net.

SECTION VIII

CONTRACT AGREEMENT


This Agreement made and entered into on Monday, January 13, 2025 by and between the Pollard Road Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2025 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Pollard Road Community Development District.
3. The term of this Agreement shall commence on January 1, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Monday, September 15, 2025**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2025 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

Signed by:


0CDADF4CFD22489...

Special District Representative

Jill Burns

Print name

District Manager

3/10/2025

Title

Date

Neil Combee
Polk County Property Appraiser
By:



Neil Combee, Property Appraiser

SECTION IX

SECTION B

SECTION 1



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

Sent Via Email: jburns@gmscfl.com

September 13, 2024

Ms. Jillian Burns, District Manager
Pollard Road Community Development District
c/o Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801

Subject: **Work Authorization Number 2025-1
Pollard Road Community Development District
District Engineering Services
City of Winter Haven, Florida**

Dear Ms. Burns:

Dewberry Engineers Inc. is pleased to submit this Work Authorization to provide general engineering services for the Pollard Road Community Development District (CDD). The parcels within the CDD are identified as Polk County Parcel ID Numbers 262921-690500-023401 and 262921-690500-020600 and are approximately 111.95 acres. The project is located on the south side of 4th Street East and west of Pollard Road. The project is located in the City of Winter Haven, Polk County, Florida. This proposal is based on your request.

With this information in mind, we propose the following tasks and corresponding fees:

I. General Engineering Services

The District will engage the services of Dewberry Engineers Inc. (Engineer) as District Engineer to perform those services as necessary, pursuant to the District Engineering Agreement, including attendance at Board of Supervisors meetings, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. The referenced Schedule of Charges is valid for fiscal year 2025 only. We estimate a budget of \$15,000, plus other direct costs.

II. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We estimate a budget of \$100.

This Work Authorization, together with the referenced District Engineering Agreement, represents the entire understanding between the Pollard Road Community Development District with regard to the referenced project. This proposal shall remain in effect for acceptance for a period of thirty (30) days from

Ms. Jillian Burns
Pollard Road CDD
Work Authorization 2025-1
September 13, 2024

the date thereof, after which time Dewberry Engineers Inc. reserves the right to review and revise its proposal. Once accepted, this proposal may only be modified in writing with the consensus of both parties. If you wish to accept this proposal, please sign and date where indicated and return one complete copy to Aimee Powell, Senior Office Administrator in our Orlando office at 800 North Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Thank you for choosing Dewberry Engineers Inc. We look forward to working with you and your staff.

Sincerely,



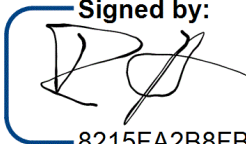
Reinardo Malavé, P.E.
Associate Vice President

RM:ap

M: \Proposals - Public\Municipal\Pollard Road CDD\Pollard Road CDD District Engineering Services and Engineers Report_09-13-2024

APPROVED AND ACCEPTED

Signed by:



By:

8215FA2B8FB744A...

Authorized Representative of
Pollard Road Community Development District

Date: 10/01/2024

EXHIBIT B - Hourly Fee Schedule**Attachment A****STANDARD HOURLY BILLING RATE SCHEDULE****Professional/Technical/Construction/Surveying Services**

LABOR CLASSIFICATION	HOURLY RATES
Professional	
Engineer I, II, III	\$115.00, \$135.00, \$155.00
Engineer IV, V, VI	\$175.00, \$200.00, \$230.00
Engineer VII, VIII, IX	\$260.00, \$290.00, \$320.00
Environmental Specialist I, II, III	\$105.00, \$125.00, \$155.00
Senior Environmental Scientist IV, V, VI	\$175.00, \$195.00, \$215.00
Planner I, II, III	\$105.00, \$125.00, \$155.00
Senior Planner IV, V, VI	\$175.00, \$195.00, \$215.00
Landscape Designer I, II, III	\$105.00, \$125.00, \$155.00
Senior Landscape Architect IV, V, VI	\$175.00, \$195.00, \$215.00
Principal	\$360.00
Technical	
CADD Technician I, II, III, IV, V	\$85.00, \$105.00, \$125.00, \$140.00, \$180.00
Designer I, II, III	\$110.00, \$135.00, \$160.00
Designer IV, V, VI	\$180.00, \$205.00, \$230.00
Construction	
Construction Professional I, II, III	\$125.00, \$160.00, \$185.00
Construction Professional IV, V, VI	\$220.00, \$245.00, \$290.00
Survey	
Surveyor I, II, III	\$68.00, \$83.00, \$100.00
Surveyor IV, V, VI	\$120.00, \$135.00, \$150.00
Surveyor VII, VIII, IX	\$165.00, \$195.00, \$235.00
Senior Surveyor IX	\$295.00
Fully Equipped 1, 2, 3 Person Field Crew	\$145.00, \$185.00, \$245.00
Administration	
Administrative Professional I, II, III, IV	\$70.00, \$100.00, \$120.00, \$150.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

Company Confidential and Proprietary: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this report.

Revised 06-01-24\Subject to Revision\Standard Hourly Billing Rate Schedule

SECTION C

SECTION 1

Pollard Road

Community Development District

Summary of Check Register

July 11, 2024 to March 24, 2025

Bank	Date	Check No.'s		Amount
General Fund	7/11/24	117	\$	3,206.26
	7/18/24	118	\$	337.50
	7/24/24	119	\$	2,950.00
	8/1/24	120-123	\$	800.00
	8/7/24	124	\$	699.94
	8/15/24	125	\$	3,170.90
	8/21/24	126	\$	2,160.47
	9/15/24	127	\$	525.00
	9/23/24	128-129	\$	3,361.01
	10/3/24	130-131	\$	5,791.20
	10/18/24	132-134	\$	3,737.89
	11/7/24	135	\$	992.32
	11/12/24	136	\$	3,438.10
	11/27/24	137	\$	263.50
	12/13/24	138-139	\$	3,985.36
	1/23/25	140-141	\$	3,647.89
	2/21/25	142	\$	3,510.68
	2/27/25	143	\$	394.00
	3/12/25	144	\$	3,429.17
	3/20/25	145	\$	173.50
Total Amount			\$	46,574.69

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/11/24	00002	7/01/24 29	202407 310-51300-34000	MANAGEMENT FEES-JUL24	*	2,916.67	
7/01/24		29	202407 310-51300-35200	WEBSITE MANAGEMENT-JUL24	*	100.00	
7/01/24		29	202407 310-51300-35100	INFORMATION TECH-JUL24	*	150.00	
7/01/24		29	202407 310-51300-51000	OFFICE SUPPLIES	*	.06	
7/01/24		29	202407 310-51300-42000	POSTAGE	*	39.53	
GOVERNMENTAL MANAGEMENT SERVICES-CF							3,206.26 000117
7/18/24	00005	7/10/24 9775	202406 310-51300-31500	ATTORNEY SVCS-JUN24	*	337.50	
KILINSKI VAN WYK PLLC							337.50 000118
7/24/24	00015	7/15/24 90103103	202407 310-51300-32200	AUDIT FEES-FY23	*	2,950.00	
DIBARTOLOMEO MCBEE HARTLEY & BARNES							2,950.00 000119
8/01/24	00012	7/24/24 BH072420	202407 310-51300-11000	SUPERVISOR FEES-07/24/24	*	200.00	
BOBBIE HENLEY							200.00 000120
8/01/24	00014	7/24/24 CC072420	202407 310-51300-11000	SUPERVISOR FEES-07/24/24	*	200.00	
CHARLES F CAVARETTA							200.00 000121
8/01/24	00008	7/24/24 LS072420	202407 310-51300-11000	SUPERVISOR FEES-07/24/24	*	200.00	
LAUREN SCHWENK							200.00 000122
8/01/24	00017	7/24/24 LR072420	202407 310-51300-11000	SUPERVISOR FEES-07/24/24	*	200.00	
LINDSEY RODEN							200.00 000123
8/07/24	00016	7/31/24 00065843	202407 310-51300-48000	NOT OF PUBLIC HEARING	*	699.94	
GANNETT MEDIA CORP DBA							699.94 000124
8/15/24	00002	8/01/24 30	202408 310-51300-34000	MANAGEMENT FEES-AUG24	*	2,916.67	
8/01/24		30	202408 310-51300-35200	WEBSITE MANAGEMENT-AUG24	*	100.00	
8/01/24		30	202408 310-51300-35100	INFORMATION TECH-AUG24	*	150.00	

POLL POLLARD ROAD HHENRY

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		8/01/24 30	202408 310-51300-51000		*	2.59	
		OFFICE SUPPLIES					
		8/01/24 30	202408 310-51300-42000		*	1.64	
		POSTAGE					
				GOVERNMENTAL MANAGEMENT SERVICES-CF			3,170.90 000125
8/21/24 00005		8/15/24 10113	202407 310-51300-31500		*	2,160.47	
		ATTORNEY SVCS-JUL24					
				KILINSKI VAN WYK PLLC			2,160.47 000126
9/15/24 00013		8/30/24 22419320	202407 310-51300-31100		*	525.00	
		ENGINEERING SVCS-JUL24					
				DEWBERRY ENGINEERS INC			525.00 000127
9/23/24 00002		9/01/24 31	202409 310-51300-34000		*	2,916.67	
		MANAGEMENT FEES-SEP24					
		9/01/24 31	202409 310-51300-35200		*	100.00	
		WEBSITE MANAGEMENT-SEP24					
		9/01/24 31	202409 310-51300-35100		*	150.00	
		INFORMATION TECH-SEP24					
		9/01/24 31	202409 310-51300-51000		*	.18	
		OFFICE SUPPLIES					
		9/01/24 31	202409 310-51300-42000		*	4.16	
		POSTAGE					
				GOVERNMENTAL MANAGEMENT SERVICES-CF			3,171.01 000128
9/23/24 00005		9/08/24 10235	202408 310-51300-31500		*	190.00	
		ATTORNEY SVCS-AUG24					
				KILINSKI VAN WYK PLLC			190.00 000129
10/03/24 00004		8/19/24 24453	202410 310-51300-45000		*	5,408.00	
		FY25 INSURANCE POLICY					
				EGIS INSURANCE & RISK ADVISORS, LLC			5,408.00 000130
10/03/24 00016		9/30/24 00067007	202409 310-51300-48000		*	383.20	
		NOT OF BOS MEETINGS					
				GANNETT MEDIA CORP DBA			383.20 000131
10/18/24 00003		10/01/24 91512	202410 310-51300-54000		*	175.00	
		SPECIAL DISTRICT FEE-FY25					
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000132
10/18/24 00002		10/01/24 32	202410 310-51300-34000		*	3,166.67	
		MANAGEMENT FEES-OCT24					
		10/01/24 32	202410 310-51300-35200		*	105.00	
		WEBSITE MANAGEMENT-OCT24					

POLL POLLARD ROAD HHENRY

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/23/25	00002	1/01/25 35	MANAGEMENT FEES-JAN25	202501 310-51300-34000		*	3,166.67	
		1/01/25 35	WEBSITE MANAGEMENT-JAN25	202501 310-51300-35200		*	105.00	
		1/01/25 35	INFORMATION TECH-JAN25	202501 310-51300-35100		*	157.50	
		1/01/25 35	OFFICE SUPPLIES	202501 310-51300-51000		*	.03	
		1/01/25 35	POSTAGE	202501 310-51300-42000		*	.69	
				GOVERNMENTAL MANAGEMENT SERVICES-CF				3,429.89 000140
1/23/25	00005	1/13/25 11233	ATTORNEY SVCS-DEC24	202412 310-51300-31500		*	218.00	
				KILINSKI VAN WYK PLLC				218.00 000141
2/21/25	00002	2/01/25 36	MANAGEMENT FEES-FEB25	202502 310-51300-34000		*	3,166.67	
		2/01/25 36	WEBSITE MANAGEMENT-FEB25	202502 310-51300-35200		*	105.00	
		2/01/25 36	INFORMATION TECH-FEB25	202502 310-51300-35100		*	157.50	
		2/01/25 36	OFFICE SUPPLIES	202502 310-51300-51000		*	.15	
		2/01/25 36	POSTAGE	202502 310-51300-42000		*	81.36	
				GOVERNMENTAL MANAGEMENT SERVICES-CF				3,510.68 000142
2/27/25	00005	2/21/25 11474	ATTORNEY SVCS-JAN25	202501 310-51300-31500		*	394.00	
				KILINSKI VAN WYK PLLC				394.00 000143
3/12/25	00002	3/01/25 37	MANAGEMENT FEES-MAR25	202503 310-51300-34000		*	3,166.67	
		3/01/25 37	WEBSITE MANAGEMENT-MAR25	202503 310-51300-35200		*	105.00	
		3/01/25 37	INFORMATION TECH-MAR25	202503 310-51300-35100		*	157.50	
				GOVERNMENTAL MANAGEMENT SERVICES-CF				3,429.17 000144
3/20/25	00005	3/18/25 11720	ATTORNEY SVCS-FEB25	202502 310-51300-31500		*	173.50	
				KILINSKI VAN WYK PLLC				173.50 000145
				TOTAL FOR BANK A			46,574.69	
			POLL POLLARD ROAD	HENRY				

CHECK	VEND#	.....INVOICE.....	...EXPENSED TO...	VENDOR NAME				STATUS	AMOUNT	....CHECK.....	
DATE		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS		AMOUNT	#
TOTAL FOR REGISTER										46,574.69	

POLL POLLARD ROAD HHENRY

SECTION 2

Pollard Road
Community Development District

Unaudited Financial Reporting
February 28, 2025



Table of Contents

1	<hr/>	Balance Sheet
2	<hr/>	General Fund
3	<hr/>	Month to Month

Pollard Road
Community Development District
Combined Balance Sheet
February 28, 2025

		General Fund	
Assets:			
<u>Cash:</u>			
Operating Account		\$	20,859
Total Assets		\$	20,859
Liabilities:			
Accounts Payable		\$	-
Total Liabilites		\$	-
Fund Balance:			
Unassigned		\$	20,859
Total Fund Balances		\$	20,859
Total Liabilities & Fund Balance		\$	20,859

Pollard Road

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/25	Thru 02/28/25	Variance
Revenues:				
Developer Contributions	\$ 421,170	\$ 20,000	\$ 20,000	\$ -
Total Revenues	\$ 421,170	\$ 20,000	\$ 20,000	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ -	\$ 5,000
Engineering	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Attorney	\$ 25,000	\$ 10,417	\$ 1,396	\$ 9,020
Annual Audit	\$ 3,500	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ 1,450	\$ -	\$ 1,450
Dissemination	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Trustee Fees	\$ 4,050	\$ 4,050	\$ -	\$ 4,050
Management Fees	\$ 38,000	\$ 15,833	\$ 15,833	\$ -
Information Technology	\$ 1,890	\$ 788	\$ 788	\$ -
Website Maintenance	\$ 1,260	\$ 525	\$ 525	\$ -
Postage & Delivery	\$ 1,000	\$ 417	\$ 127	\$ 290
Insurance	\$ 5,720	\$ 5,720	\$ 5,408	\$ 312
Copies	\$ 1,000	\$ 417	\$ -	\$ 417
Legal Advertising	\$ 10,000	\$ 4,167	\$ 992	\$ 3,174
Administrative Contingency	\$ 5,000	\$ 2,083	\$ 204	\$ 1,879
Office Supplies	\$ 625	\$ 260	\$ 0	\$ 260
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Subtotal General & Administrative:	\$ 134,670	\$ 67,551	\$ 25,449	\$ 42,103
<u>Operations & Maintenance</u>				
Playground Lease	\$ 36,500	\$ -	\$ -	\$ -
Field Contingency	\$ 250,000	\$ -	\$ -	\$ -
Subtotal Operations & Maintenance:	\$ 286,500	\$ -	\$ -	\$ -
Total Expenditures	\$ 421,170	\$ 67,551	\$ 25,449	\$ 42,103
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (5,449)	
Fund Balance - Beginning	\$ -		\$ 26,307	
Fund Balance - Ending	\$ -		\$ 20,859	

Pollard Road

Community Development District

Month to Month

[illegible]