

**REGULAR CITY COMMISSION MEETING**

**AGENDA**

**TUESDAY, MARCH 10, 2026**

**6:00 P.M. CITY COMMISSION MEETING**

**COMMUNITY CENTER**

**10 3<sup>rd</sup> St SW**

**FORT MEADE, FLORIDA 33841**

**[www.youtube.com/@cityoffortmeade](http://www.youtube.com/@cityoffortmeade)**

- A. CALL TO ORDER**
- B. ROLL CALL – CITY CLERK**
- C. INVOCATION AND PLEDGE TO THE FLAG**
- D. ADDITIONS AND/OR DELETIONS – (Commission will make changes to Consent Agenda if needed)**
- E. PUBLIC FORUM: Each person addressing the Commission shall sign in with the City Clerk no later than 6:05 PM.** Persons shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, and unless further time is granted by the Commission, shall limit their address to the three (3) minutes. All remarks shall be addressed to the Commission as a body, and not to any member thereof. No person other than the members of the commission having the floor shall be permitted to enter into any discussion, either directly or through the members of the commission.
- F. PROCLAMATIONS/PRESENTATIONS/AWARDS/REPORTS:**
- G. CONSENT AGENDA: (one vote on all items unless pulled from agenda);**
  - 01.** City Attorney Markeshia Smith June 2025 Contract for record keeping purposes
  - 02.** Resolution R2026-14 – Property Acquisition for 102 W. Broadway St., Fort Meade
  - 03.** Resolution R2026-15 – Authorizing Amendment No. 3 to State Revolving Fund Loan Agreement No. WW531121 with the Florida Department of Environmental Protection
- H. RESOLUTION(S)**
  - 01.** Resolution R2026-16 – Line of Credit for Multi-Purpose Building Project – *Troy Bell*
  - 02.** Resolution R2026-17 – Realigning City Departments and City Manager Department – *Troy Bell*
  - 03.** Resolution R2026-18 – Rules of Procedure for City Commission (Tentative Re: Workshop) – *Troy Bell*
  - 04.** Resolution R2026-19 – Stonebridge Development Agreement – *Troy Bell*
- I. PUBLIC HEARINGS, if any: (None)**
- J. ORDINANCE(S):**
  - 01. Ordinance 2026-01 – FIRST READING – AN ORDINANCE OF THE CITY OF FORT**

MEADE, FLORIDA, **AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP**, SPECIFICALLY AMENDING ONE (1) PARCEL OF LAND COMPRISING +/- 3.76 ACRES, FROM THE FUTURE LAND USE OF COMMERCIAL TO INDUSTRIAL, ON PROPERTY LOCATED AT 929 US HIGHWAY 17 NORTH

**02. Ordinance 2026-02 – FIRST READING** – AN ORDINANCE OF THE CITY OF FORT MEADE, FLORIDA, **AMENDING THE OFFICIAL ZONING MAP** OF THE CITY OF FORT MEADE, SPECIFICALLY AMENDING ONE (1) PARCEL OF LAND COMPRISING +/-3.76 ACRES, FROM THE ZONING OF C-2, HIGHWAY COMMERCIAL TO M-2, HEAVY INDUSTRIAL ON PROPERTY LOCATED AT 929 US HIGHWAY 17 NORTH

**03. Ordinance 2026-03 – SECOND READING** – AN ORDINANCE OF THE CITY OF FORT MEADE, POLK COUNTY, FLORIDA, TO CLOSE, **VACATE**, RENOUNCE AND DISCLAIM ANY RIGHTS OF THE CITY AND THE PUBLIC TO UNIMPROVED RIGHTS-OF-WAYS LOCATED NORTH OF 9TH STREET AND BEING PART OF J.E. ROBSON’S ADDITION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 21 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA AS SHOWN ON “ATTACHMENT A” AND SPECIFICALLY DESCRIBED HEREIN.

**04. Ordinance 2026-04 – SECOND READING** – AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION **FRANCHISE**; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF FORT MEADE, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

**K. OLD BUSINESS: (discussion of matters held over from last meeting, if any) –**

**L. NEW BUSINESS:**

**M. REPORT OF THE MAYOR:**

**N. REPORT OF THE CITY MANAGER:**

1. Power Cost Adjustment Quarterly Report - **ATTACHED**
2. Fire Station Run Report – **ATTACHED**
3. PCSO Report – **ATTACHED**
4. Library Usage Report - **ATTACHED**
5. Code Enforcement Actions Report - **ATTACHED**
6. Monthly Payment Registry Report (Items over \$500) – **ATTACHED**
7. Transition to FortMeadeFL.gov Discussion
8. Cemetery Donation Discussion
9. Special Events Permit Moratorium Discussion
10. Ridge League of Cities March 12<sup>th</sup> Dinner

**O. REPORT OF THE CITY ATTORNEY:**

**P. FUTURE AGENDA ITEMS OF COMMISSIONERS, if any:**

**Q. UPCOMING MEETING DATES:**

**01. April 14, 2026 – Regular City Commission Meeting at 6:00 PM**

**02. May 12, 2026 – Regular City Commission Meeting at 6:00 PM**

**03. June 9, 2026 – Regular City Commission Meeting at 6:00 PM**

**R. FOR THE GOOD OF THE ORDER/COMMISSIONER COMMENTS (limited to events, feel good announcements only)**

**S. ADJOURN.**

***NOTE: If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. §286.0105)***

**CITY OF FORT MEADE, FLORIDA  
CITY ATTORNEY PROFESSIONAL SERVICES CONTRACT**

This City Attorney Services Agreement ("Agreement") is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF FORT MEADE, FLORIDA** (hereinafter the "CITY") and **THE LAW OFFICES OF MARKEISHIA L. SMITH, P.A.**, a Florida for profit corporation (hereinafter "FIRM").

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**RECITALS**

WHEREAS, the CITY desires to retain the legal services of the FIRM to serve as City Attorney and to provide legal representation and counsel in accordance with Florida law and the City Charter;

WHEREAS, the FIRM is duly qualified and authorized to practice law in the State of Florida;

WHEREAS, the City Commission of the City of Fort Meade has approved the appointment of the FIRM as City Attorney effective \_\_\_\_\_, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the CITY and the FIRM agree as follows:

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**TERMS OF AGREEMENT**

**Section 1. TERM.**

This Agreement shall commence on \_\_\_\_\_, 2025, and shall continue until terminated in accordance with Section 15 of this Agreement.

**Section 2. INDEPENDENT CONTRACTOR.**

The FIRM shall serve as an independent contractor and not as an employee of the CITY. The FIRM shall not be entitled to any CITY employee benefits, including but not limited to health insurance, retirement benefits, or paid time off.

**Section 3. SCOPE OF SERVICES.**

The duties of the FIRM shall include, but are not limited to:

**A. General Counsel:** Providing legal advice and counsel to the City Commission, City Manager, and City staff on a wide range of municipal matters, including, but not limited to, open government law (Sunshine Law and Public Records Act), land use, zoning, contracts, procurement, employment law, and litigation. The Firm shall notify the commissioners when outside counsel should be retained on municipal matters.

**B. Meetings:** Attending and providing legal advice at City Commission meetings and other meetings. Meeting attendance may be in person or remote, at the discretion of the FIRM.

**C. Review and Drafting of Documents:** Reviewing, drafting, and negotiating contracts, ordinances, resolutions, agreements, and other legal documents.

**D. Litigation Management:** Consulting with and managing outside counsel in connection with litigation and other legal matters.

**E. Confidentiality:** Attorney shall keep all information related to the City confidential, both during and after the term of this Agreement.

**Section 4. COMPENSATION.**

The CITY agrees to pay the FIRM for legal services at an hourly rate of \$275.00 per hour. The CITY shall pay all properly submitted invoices within five (5) business days of receipt.

**Section 5. LITIGATION EXPENSES.**

All litigation-related expenses incurred by the FIRM on behalf of the CITY, including but not limited to court filing fees, court reporters, transcripts, service of process, deposition costs, expert witness fees, and other necessary costs, shall be invoiced to the CITY. The CITY agrees to reimburse the FIRM for such expenses upon receipt of itemized invoices. The CITY agrees to pay a retainer for litigation expenses prior to the FIRM undertaking litigation. The retainer amount shall be subject to prior approval by the City Commission.

**Section 6. PROFESSIONAL DEVELOPMENT.**

The CITY agrees to budget for and pay reasonable travel and related expenses incurred by the FIRM for professional development purposes, including but not limited to participation in conferences or meetings such as those hosted by the Florida League of Cities, the Florida Municipal Attorneys Association, or similar relevant organizations. Such expenses shall be limited to the budgeted amount. Any amounts that would exceed the budgeted amount are subject to prior approval by the City Commission.

**Section 7. EXPENSE REIMBURSEMENT.**

The CITY shall also reimburse the FIRM for reasonable and necessary non-litigation expenses incurred in performance of legal services, including travel and lodging for City-related business.

**Section 8. REPORTING AND COORDINATION.**

The FIRM shall report to the City Commission and coordinate with the City Manager and other officials as necessary to carry out the duties of City Attorney.

**Section 9. CONFLICTS OF INTEREST.**

The FIRM shall promptly disclose any actual or potential conflicts of interest. No representation of any party adverse to the CITY shall occur without the express written consent of the City Commission.

**Section 10. PUBLIC RECORDS AND COMPLIANCE.**

The FIRM agrees to comply with Florida's public records laws, including Chapter 119, Florida Statutes, and to assist the CITY in fulfilling its obligations thereunder.

**Section 11. INSURANCE.**

The FIRM shall maintain professional liability (malpractice) insurance with coverage of no less than \$1,000,000 and shall provide proof upon request.

**Section 12. TERMINATION.**

Either party may terminate this Agreement upon thirty (30) days' written notice. The CITY agrees to compensate the FIRM for all services rendered and expenses incurred up to the effective date of termination.

**Section 13. NOTICES.**

All notices under this Agreement shall be in writing and delivered in person or by certified mail to the following addresses:

**To the CITY:**

City of Fort Meade  
8 W Broadway  
Fort Meade, Florida 33841  
Attention: City Clerk

**To the FIRM:**

The Law Offices of Markeishia L. Smith, P.A.  
408 S 10<sup>th</sup> Street  
Haines City, FL 33844  
Attention: Markeishia L. Smith, Esq.

**Section 14. DISPUTE RESOLUTION.**

Any and all disputes or disagreements arising between the parties out of this Agreement upon which an amicable understanding cannot be reached shall first be submitted to mediation. If mediation is unsuccessful, then the matter shall be submitted to binding arbitration in accordance with the procedural rules of the American Arbitration Association. Each party shall bear its own legal fees and costs associated with arbitration, unless otherwise awarded by the arbitrator.

**Section 15. PREPARATION.**

Preparation of this Agreement was done by the FIRM. The resulting document shall not, solely as a matter of judicial construction, be construed more favorably for or more severely against either party.

**Section 16. GOVERNING LAW AND VENUE.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any legal action shall be in Polk County, Florida.

**Section 17. SEVERABILITY.**

If any provision of this Agreement is deemed unenforceable, the remainder shall remain in full force and effect.

**Section 18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding of the parties and supersedes all prior discussions or agreements. Amendments must be in writing and signed by both parties.

**Section 19. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first written above.

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**CITY OF FORT MEADE, FLORIDA**

By: \_\_\_\_\_  
Name: Samuel Berrien  
Title: Mayor  
Date: \_\_\_\_\_

**THE LAW OFFICES OF MARKEISHIA L. SMITH, P.A.**

By: \_\_\_\_\_  
Markeishia L. Smith, Esq.  
Title: Principal Attorney  
Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**ATTEST:**

**CITY OF FORT MEADE, FLORIDA,**  
a municipal corporation

By: \_\_\_\_\_  
Name: Melissa Cannon  
Title: Deputy City Clerk

By: \_\_\_\_\_  
Name: Samuel Berrien  
Title: Mayor

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**ALIS DRUMGO**

By: \_\_\_\_\_  
Name: Markeishia Smith  
Title: Interim City Attorney

By: \_\_\_\_\_  
Name: Alis Drumgo  
Title: Interim City Manager



**CITY OF FORT MEADE, FLORIDA  
STAFF REPORT  
FOR MEETING OF MARCH 10, 2026  
AGENDA ITEM G. 02**

**SUBJECT**

Resolution R2026-14 Authorization to Proceed with Purchase of Property Located at 102 Broadway Street West, Fort Meade, Florida, Consistent with Previously Executed Municipal Option to Purchase Agreement

**BACKGROUND**

The City of Fort Meade ("City") has previously entered into a Municipal Option to Purchase Agreement ("Option") with Kenneth B. Slay and Susan S. Slay ("Seller") for the acquisition of the property located at 102 Broadway Street West, Fort Meade, Florida (Parcel IDs: 25-31-27-467000-009010 and 25-31-27-468000-000011). The Option secures the City's exclusive right to purchase the property for a purchase price of \$125,000, contingent upon Commission approval and lawful appropriation of funds.

The property includes an adjacent parking lot frequently used by City staff and residents and located next to City Hall. Acquisition of this property serves a valid public purpose, including:

- **Protection of public parking** in a limited parking area adjacent to City Hall.
- **Expansion of municipal facilities**, including but not limited to customer service, CRA operations, and potential Business Incubator or Innovation Network Space (BINS) incubator use.
- **Support of future public service and economic development objectives** in the City's downtown area.

An appraisal of the property has been obtained, confirming the proposed purchase price reflects fair market value. The Option was executed to secure the property while presenting the acquisition for formal Commission approval.

**FINANCIAL IMPACT**

The City Commission acknowledges representation from the City Manager and Jennifer Noe that sufficient funds are available in the General Fund to complete the acquisition, including the purchase price of \$125,000 and customary closing costs, which may bring total costs to up to \$145,000.

**FOR COMMISSION CONSIDERATION:**

Adopt Resolution R2026-14 authorizing the acquisition of the property located at 102 Broadway

Street West, Fort Meade, Florida, and authorizing the Mayor to execute a Purchase and Sale Agreement with terms substantially consistent with the executed Option, subject to lawful appropriation of funds.

**MOTION FOR CONSIDERATION:**

“I move to approve the purchase of 102 Broadway Street West for \$125,000 (total costs not to exceed \$145,000), and authorize the Mayor to execute a standard as-is Purchase & Sale Agreement consistent with the Option contract and all related closing documents to effectuate the purchase at closing.

**PREPARED BY: Markeishia Smith**  
**POSITION: City Attorney**  
**DATE: March 3, 2026**

Attachment(s):  
Resolution R2026-14  
Municipal Option to Purchase Agreement  
Appraisal Report

**AN APPRAISAL IN A  
RESTRICTED REPORT**

**OF**

**102 BROADWAY STREET WEST  
FORT MEADE, POLK COUNTY  
FLORIDA 33841  
FILE #26-071**

**FOR**

**CITY OF FORT MEADE**

**EFFECTIVE DATE OF VALUE  
JANUARY 30, 2026**

**DATE OF REPORT  
FEBRUARY 27, 2026**

**PREPARED BY**

**ARTHUR W. DEC, MAI  
FL STATE CERTIFIED GENERAL  
REAL ESTATE APPRAISER #RZ4488  
COMPRO CONSULTANTS, LLC**

  
**COMPRO CONSULTANTS, LLC**  
Commercial Property Appraisers

February 27, 2026

RE: 102 Broadway Street West, Fort Meade, FL 33841

Dear Madam:

As you requested, I have made the necessary analysis to appraise the above referenced property in fulfillment of the letter of engagement dated January 27, 2026. The attached report provides essential data and detailed reasoning employed in reaching my opinion of value.

The opinion of value is qualified by certain definitions, limiting conditions and certifications which are set forth in this report. There are no hypothetical conditions or extraordinary assumptions in appraisal report. The purpose of the following report is to estimate the current market value in Fee Simple interest in the properties as of an effective date of January 30, 2026.

The intended use of the report is to assist City of Fort Meade for financial planning purposes. It is intended only for use by City of Fort Meade and your representatives. It may not be distributed to or relied upon by other persons or entities without our written permission.

The appraisal report was developed by Arthur W. Dec, MAI. If you have any questions concerning the report, please contact Mr. Dec.

*Arthur W. Dec*



**Arthur W. Dec, MAI**  
**FL State Certified General Real Estate Appraiser #RZ4488**

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**Summary of Important Conclusions**

Owner: Kenneth & Susan Slay

Client: City of Fort Meade

Property Identification: 102 Broadway Street West, Fort Meade, FL 33841

Appraisal: Appraisal in a Restricted Report

Interest Appraised: Fee Simple Interest

Effective Date of Value Estimate: January 30, 2026

Date of Report: February 27, 2026

Hypothetical Conditions: None Known

Extraordinary Assumptions: None Known

Highest & Best Use: Retail

Value Conclusion: \$ 130,000

## **Scope of Work**

The scope of work for this appraisal assignment involved the following:

This is an appraisal in a restricted report. The subject properties were inspected by the exterior and the interior. Use of this report is limited to the client(s) and other named uses because it may not contain supporting rationale for all the opinions and conclusions that are set forth.

A highest and best use analysis of the subject was made of the site as vacant and of the property as currently improved.

An analysis of market conditions, marketing time and exposure time as required by the Uniform Standards of Professional Appraisal Practice was conducted. In this market, exposure and marketing time can be a hard fact to verify; due to many properties being sold through confidential marketing and listing agreements. The marketing times and exposure times are presented in this report. Most of this information was discovered through interviews with brokers and are limited in reliability as such. This information is from verified sources as well as oral representations by brokers to support the estimated marketing and exposure time for the subject.

The Scope of the Appraisal based on these definitions is as follows:

Improved (or proposed) income producing property is best valued through the application of the three traditional approaches to value, i.e., the **Cost Approach**, the **Sales Comparison Approach**, and the **Income Approach**.

The initial step in the appraisal process is the market research phase, whereby basic data is collected and refined from all available sources. Data sources include local municipal governments, public records, chambers of commerce, private real estate professionals, owners/investors of comparable properties, on-site management and/or leasing agents at comparable properties, the actual subject property history (when applicable) and real estate publications. This information is verified and checked for accuracy and applicability.

Information relating to the subject property also collected includes ad valorem tax data, zoning information, utility availability, flood plain information, topography, frontage, access and existing improvements. Building plans were reviewed and the site plan studied as to the relationship of the site and the improvements. The improvements are inspected to determine the physical condition and functional utility. Other properties in the neighborhoods are inspected to develop an overall opinion of the character, composition and future trends of the sub-market. The consideration of all these factors, acting in concert, leads to a conclusion of the highest and best use for the subject property, which is the basis of the valuation methodology.

The following definition of Cost Approach is quoted from *The Dictionary of Real Estate Appraisal*, Seventh Edition; published by the Appraisal Institute, copyright 2022.

*"A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised."*

**It is not typical market behavior for buyers to consider alternative replacement cost when weighing a purchase decision, so the cost approach is not applicable and is not utilized in report.**

### **Sales Comparison Approach**

The following definition of Sales Comparison Approach is quoted from *The Dictionary of Real Estate Appraisal*, Seventh Edition; published by the Appraisal Institute, copyright 2022.

*"A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales is available."*

I have personally verified and analyzed sales of similar improved properties in the subject's market for comparison with the subject property to develop and support an opinion of value through the sales comparison approach.

### **Income Approach**

The following definition of Income Approach is quoted from *The Dictionary of Real Estate Appraisal*, Seventh Edition; published by the Appraisal Institute, copyright 2022.

*"A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversions) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate."*

I have personally collected, verified and analyzed income and expense data for similar properties in the subject's market area, reconciling this data for the support of market income and expense for the subject property.

A thorough effort as made to interview, collect and verify sales, income, cost and expense data from as many sources as possible. It is impossible to know all the exact specifics of each transaction that occurs in any real estate market. Multiple sources of verification have been relied on with many single pieces of data found within this report. This process is necessary to produce credible and meaningful analyses and final opinions of value.

Reconciliation of the approaches to value has been conducted coupled with the highest and best use presented within the report. The strengths and weaknesses of each approach to value are considered in this analysis, and two approaches of value are reconciled into a single value opinion or dollar amount.

The Communication of the development processes of this appraisal is found throughout this *Restricted Report* and is intended to conform to Standard Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice and to the requirements of the Appraisal Institute. Attached in the report are additional certifications, assumptions and limiting conditions, which further the understanding of the reader relating to the limitations of valuation of real property which, by its nature, is an inefficient market. It is crucial for the reader to understand the assumptions and limiting conditions in order to fully understand the complexity of the processes and the rationale, of which, is the foundation of the final value opinion.

Because third party information is used in the report, it is necessary to make certain assumptions and limiting conditions in the development of my opinion of value. These assumptions and limiting conditions generally concern the title to the property and the physical and functional characteristics of the property. Therefore, this appraisal is subject to the assumptions, limiting conditions and the extraordinary assumptions in this report.

Additional encumbrances exist in the form of set-backs, deed restrictions, drainage and utility easements. These factors have all been considered throughout the appraisal process, disclosed, summarized and discussed in detail in this appraisal report.

I have not researched the title to this property, nor have I completed a survey of the land.

I have not tested the utility or mechanical systems, and it is assumed that they are in adequate working order, unless otherwise stated in this report. I have no knowledge of the structural integrity of the structure. I did not make a roof inspection. Since I am not a structural engineer, there has been no attempt to determine the structural integrity of the property or of the component parts.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, polychlorinated biphenyls, petroleum leakage or agricultural

chemicals, which may or may not be present on the property, or other environmental conditions, were not called to my attention of, nor did I become aware of such during my inspection. I have no knowledge of the existence of such materials on or in the property unless otherwise stated.

I am not qualified to test such substances or conditions. The presence of such substances or environmental conditions may affect the value of the property. The opinions of value are predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

The American with Disabilities Act (ADA) became effective January 26, 1992. I have made no compliance survey or an analysis of this property to determine if the property is in conformity with the various detailed requirements of the ADA. It is possible that a survey of the property, together with a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of this property. Typically, a property of this type must comply with ADA requirements.

I have made a personal inspection of the property appraised. This type of inspection conducted is considered cursory and not the in-depth type of inspection a building inspector or contractor would conduct.

Data sources for the subject include: interior and exterior inspection, County website and the owner. Data sources for Sales Comparison and Income Approach include: County website, Triangle Multiple Listing Service, Appraiser Data Exchange and CoStar. Interviews with realtors, owners, tenants and other appraisers used to verify sales and rentals, with additional verification by deed search. All are thought to be credible sources of information and are the sources reasonably expected to be the majority of data sources of my peers necessary to produce credible results.

It is this appraiser's opinion that this assignment does not mislead the client or the public in its presentation of the subsequent format, and that every effort has been made to supply the readers with ample data with which to discern the following conclusions.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

As required by Standard 2-2 (b) this Restricted Report includes the following information:

- i. State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's work file.
- ii. State the identity of any other intended user(s) by name.
- iii. Clearly and conspicuously state a restriction that limits use of the report to the client and the named intended user(s).
- iv. Clearly and conspicuously warn that the report may contain supporting rationale for all of the opinions and conclusions set forth in the report.
- v. State the intended use of the appraisal.
- vi. State information sufficient to identify the real estate involved in the appraisal.
- vii. State the real property interest appraised.
- viii. State the type of value and cite the source of its definition.
- ix. State the effective date of the appraisal and the date of the report.
- x. State the scope of work used to develop the appraisal.
- xi. State the extent of any significant real property appraisal assistance.
- xii. Provide sufficient information to indicate that the appraiser complied with the requirements of Standard 1 by: stating the appraisal methods and techniques employed, stating the reasons for excluding the sales comparison, cost or income approach(es) if any have not been developed, summarizing the results of analyzing the subject sales, agreement of sale, options, and listings in accordance with Standard Rule 1-5 and stating the value opinion(s) and conclusion(s).
- xiii. State the use of the real estate existing as of the date and the use of the real estate reflected in appraisal.
- xiv. When an opinion of highest and best use was delivered by the appraiser, state that opinion.
- xv. Clearly and conspicuously; state all extraordinary assumptions and hypothetical conditions, and state that their use might have affected the assignment results.
- xvi. Include a signed certification in accordance with Standards Rule 2-3.

## **Purpose of the Appraisal**

The purpose of this appraisal is to develop an opinion of the current market value of the subject property in Fee Simple Estate. The opinion of value is based on the date of value, which was January 30, 2026. This appraisal report is designed to meet the requirements of a "Restricted Report" as prescribed by "USPAP".

## **Intended Use of Appraisal and Intended User**

The intended use of the report is to assist City of Fort Meade in financial planning. It is intended only for use by City of Fort Meade and your representatives. It may not be distributed to or relied upon by other persons or entities without our written permission.

## **Property Rights Appraised**

### Definition of Real Property Estates

For valuation purposes in this report, three estates are defined below.

- *Market value of the fee simple estate to an owner-user is the worth to this type buyer via the sales comparison approach. Income generation is not an important factor to this buyer. Property suitability for the buyer's own use is the primary purchasing criteria. Occupancy and lease-up costs are not relevant for this type of real property.*
- *The fee simple estate for a multi-tenant facility is different from the one immediately above. A different interpretation is appropriate for a building designed to generate real estate rental income like a shopping center or apartment building. This estate for this type property is defined as the worth to the most probable buyer assuming the property is already leased to a level of stabilized occupancy at normal market terms including market rent. Lease-up costs are assumed already paid.*
- *Market value of the leased fee estate is defined as the worth of real property to its current owner as encumbered by terms specified in one or more leases.*
- *Lastly, a leasehold estate is defined as one tenant's interest in real property as defined by a lease.*

These definitions are crucial concepts in the valuation for all real property. This report was intended to serve one property interest as instructed by the client. The market value under a Fee Simple Estate has been thoroughly identified throughout this report supported by the Sales Comparison and Income Approaches to value.

### **Hypothetical Conditions**

The following definition of Hypothetical Condition is quoted from *The Dictionary of Real Estate Appraisal*, Seventh Edition; published by the Appraisal Institute, copyright 2022.

*"That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical Conditions assume conditions contrary to known facts about physical, legal, or such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment if:*

- *Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis or for purposes of comparison;*
- *Use of the hypothetical condition results in a credible analysis; and*
- *The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions."*

There were no hypothetical conditions considered in this appraisal assignment.

### **Extraordinary Assumptions**

The following definition of Extraordinary Assumption is quoted from *The Dictionary of Real Estate Appraisal*, Seventh Edition; published by the Appraisal Institute, copyright 2022.

*"An assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in the analysis. An extraordinary assumption may be used in an assignment if:*

- *It is required to properly develop credible opinions and conclusions;*
- *The appraiser has a reasonable basis for the extraordinary assumption;*
- *Use of the extraordinary assumption results in credible analysis; and*
- *The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions."*

There were no extraordinary assumptions considered in this appraisal assignment.

### **Definition of Value**

The definition of "Market Value" in which this appraiser addresses is cited from federal guidelines following the language of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act.

The following definition of "Market Value" is used by agencies that regulate federally insured financial institutions in the United States and is located in "The Dictionary of Real Estate Appraisal" fourth edition, on page 177: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and sellers, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and each act in what they consider their own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

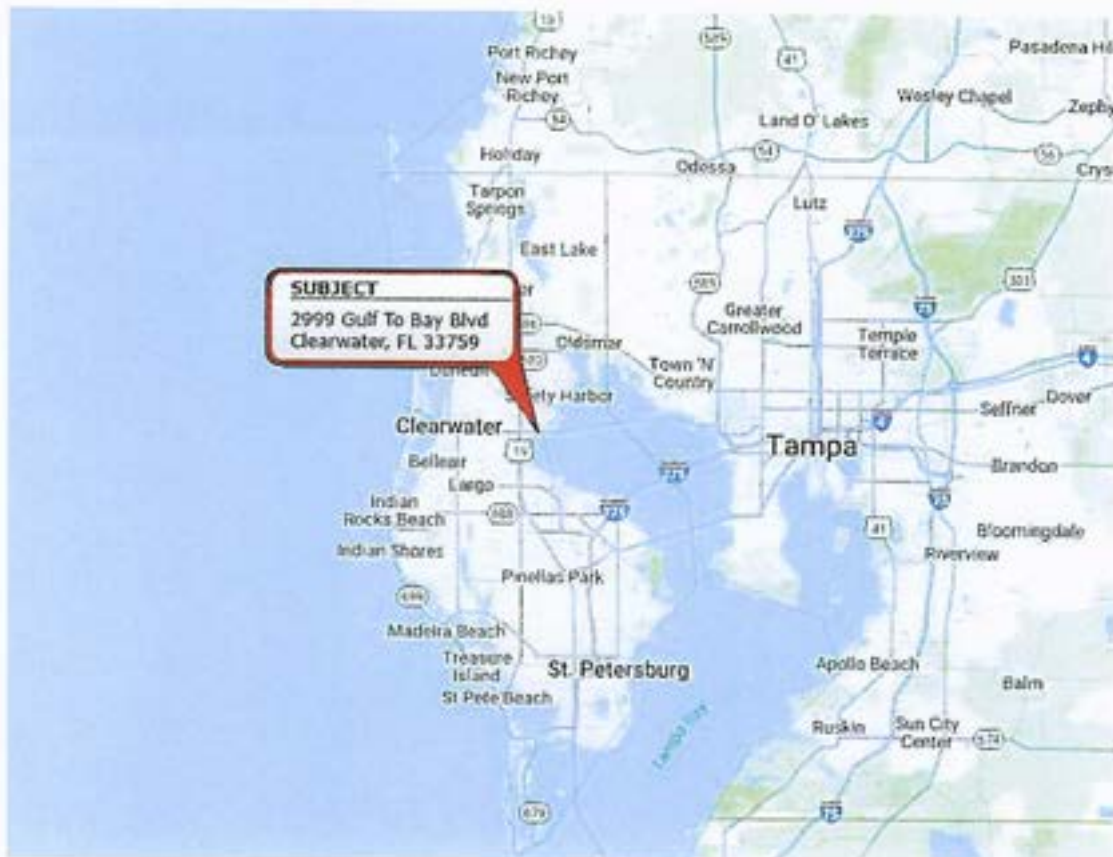
For purposes of this appraisal, the opinion of Market Value is in terms of cash or of financing equivalent to cash.

### **Date of Value Estimate**

The date of value estimate is January 30, 2026.

## Location Analysis

There are many factors to consider when determining the valuation of a particular parcel of land. Observable and/or quantifiable data which indicates patterns of growth, structure, and change may detract from or enhance property values. A specific location can be valued based on access to resources, available financing, current and potential clients, labor and market centers. Market analysis focuses on four sets of considerations that influence value: social, economic, governmental and environmental factors.



## City of Fort Meade

Fort Meade is a city in Polk County, Florida, United States. As of the 2020 census, the city had a population of 5,100 and a part of the Lakeland-Winter Haven Metropolitan Statistical Area.

Fort Meade is located east of Tampa, south of Lakeland, north of Fort Myers and west of Frostproof.

## Demographics of The City of Fort Meade

### Population

#### Population

① Population estimates, July 1, 2025, (V2025)	△ NA
① Population estimates, July 1, 2024, (V2024)	△ 5,341
① Population estimates base, April 1, 2020, (V2025)	△ NA
① Population estimates base, April 1, 2020, (V2024)	△ 5,100
① Population, percent change - April 1, 2020 (estimates base) to July 1, 2025, (V2025)	△ NA
① Population, percent change - April 1, 2020 (estimates base) to July 1, 2024, (V2024)	△ 4.7%
① Population, Census, April 1, 2020	5,100
① Population, Census, April 1, 2010	5,626

### Housing

#### Housing

① Housing Units, July 1, 2024, (V2024)	×
① Owner-occupied housing unit rate, 2020-2024	70.0%
① Median value of owner-occupied housing units, 2020-2024	\$175,900
① Median selected monthly owner costs - with a mortgage, 2020-2024	\$1,409
① Median selected monthly owner costs - without a mortgage, 2020-2024	\$480
① Median gross rent, 2020-2024	\$922
① Households, 2020-2024	2,196
① Persons per household, 2020-2024	2.38
① Living in the same house 1 year ago, percent of persons age 1 year+ , 2020-2024	93.8%

### Economy

#### Economy

① In civilian labor force, total, percent of population age 16 years+, 2020-2024	48.7%
① In civilian labor force, female, percent of population age 16 years+, 2020-2024	42.7%
① Total accommodation and food services sales, 2022 (\$1,000) (c)	6,614
① Total health care and social assistance receipts/revenue, 2022 (\$1,000) (c)	D
① Total transportation and warehousing receipts/revenue, 2022 (\$1,000) (c)	12,887
① Total retail sales, 2022 (\$1,000) (c)	80,968
① Total retail sales per capita, 2022 (c)	\$15,568

### Income

#### Income & Poverty

① Median households income (in 2024 dollars), 2020-2024	\$36,657
① Per capita income in past 12 months (in 2024 dollars), 2020-2024	\$25,857
① Persons in poverty, percent	△ 21.9%

Source: US Census Bureau. <https://www.census.gov/quickfacts>

**102 Broadway Street West, Fort Meade, FL 33841**

**Identification of the Property**

---

<b>Property Identification</b>	
Property Type	Retail
Property Owner	Kenneth & Susan Slay
Type of Ownership	Fee Simple Interest
Property Name	See Deed and Tax Cards in Addenda
Address	102 Broadway Street West, Fort Meade, FL 33841
History	No sales, transfers or listings in the previous 3 years
Site Size	0.19 Acre
Utilities	Public Water, Sewer
Flood Map	Zone X, Panel 12105C0695G, 12/22/2016
Building Info	1,225 SF, Built in 1961
Zoning	Commercial, C
Highest & Best Use	Retail
Parcel Number	25-31-27-467000-009010
PIN Number	N/A
Road Frontage	40' W Broadway St, 40' Langford St, 100' Alberton Ave N
Wetlands	None Known
Legal Description	See Deed and Tax Cards in Addenda
Assessment	\$62,201
Taxes - 2025	\$1,328
Marketing Time	6-12 Months
Exposure Time	6-12 Months

---

**Summary**

The property being appraised is comprised of two separate and contiguous parcels. Parcel 1 is identified as Parcel #25-31-27-467000-009010 in the Polk County Tax Records. The subject is a rectangular shaped lot consisting of 0.19 acres. The subject's physical address is 102 Broadway Street West, Fort Meade, FL 33841 and is owned by Kenneth & Susan Slay.

The subject is improved with a concrete retail building containing 1,225 square feet. The building includes a reception/waiting room, salon area with sinks, office, utility room and bathroom.

## Identification of the Property

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<b>Property Identification</b>	
Property Type	Retail
Property Owner	Kenneth & Susan Slay
Type of Ownership	Fee Simple Interest
Property Name	See Deed and Tax Cards in Addenda
Address	0 Broadway Street West, Fort Meade, FL 33841
History	No sales, transfers or listings in the previous 3 years
Site Size	0.06 Acre
Utilities	Public Water, Sewer
Flood Map	Zone X, Panel 12105C0695G, 12/22/2016
Building Info	Improvements listed on Parcel #25-31-27-467000-009010
Zoning	Commercial, C
Highest & Best Use	Retail
Parcel Number	25-31-27-468000-000011
PIN Number	N/A
Road Frontage	20' W Broadway St, 20' Langford St
Wetlands	None Known
Legal Description	See Deed and Tax Cards in Addenda
Assessment	\$4,352
Taxes - 2025	\$89
Marketing Time	6-12 Months
Exposure Time	6-12 Months

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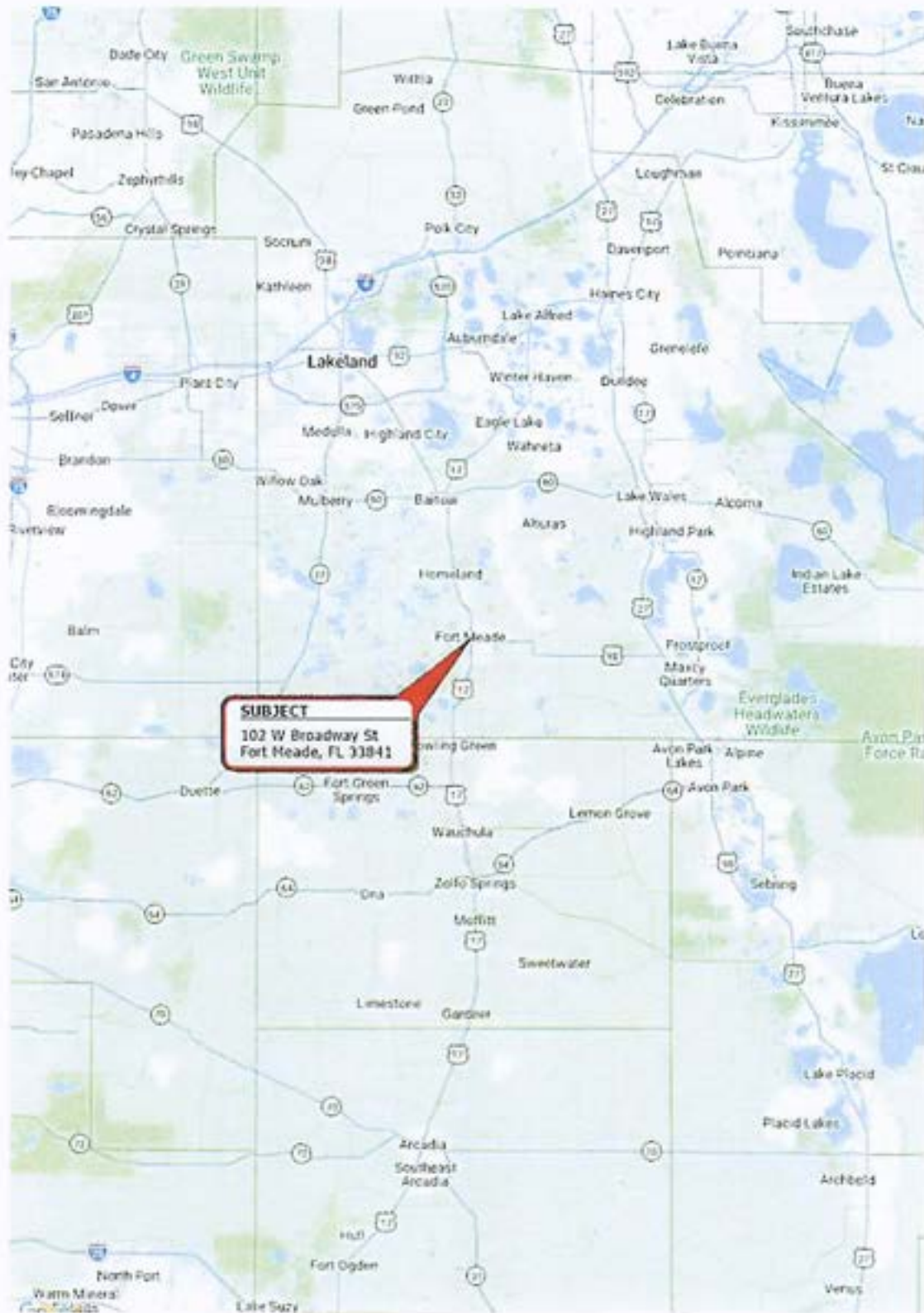
## Summary

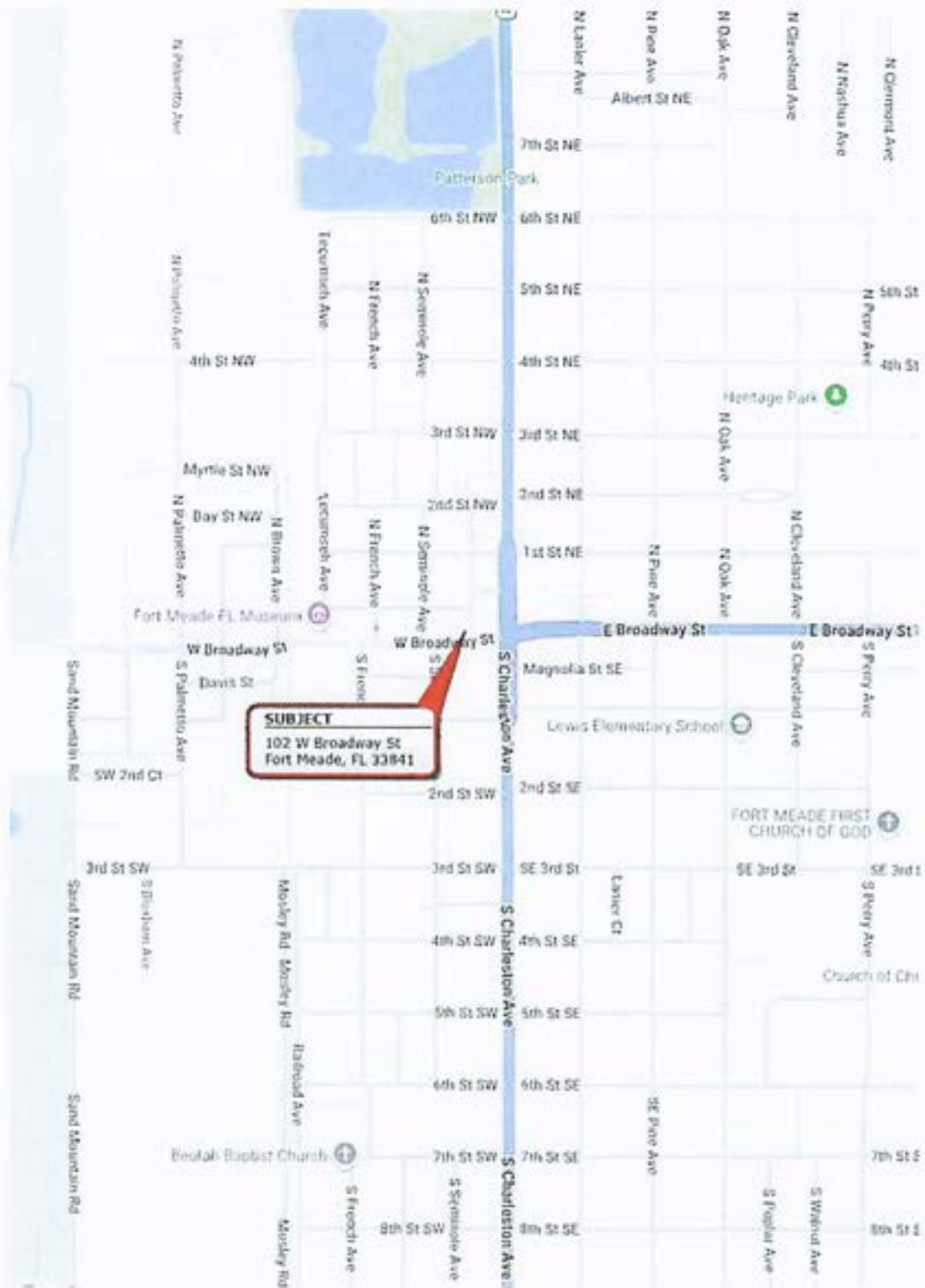
The property being appraised is identified as Parcel #25-31-27-468000-000011 in the Polk County Tax Records. The subject is a rectangular shaped lot totaling 0.06 acres and borders the west side of Parcel #25-31-27-467000-009010. The subject's physical address is 0 Broadway Street West, Fort Meade, FL 33841 and is owned by Kenneth & Susan Slay.

Current improvements on the land are listed with the tax card of Parcel #25-31-27-467000-009010.

Due to the fact these two lots are contiguous, have improvements that cross the parcel border, and have the same owner, for purposes of this appraisal assignment, they will be valued together and collectively identified as 102 Broadway West Street.

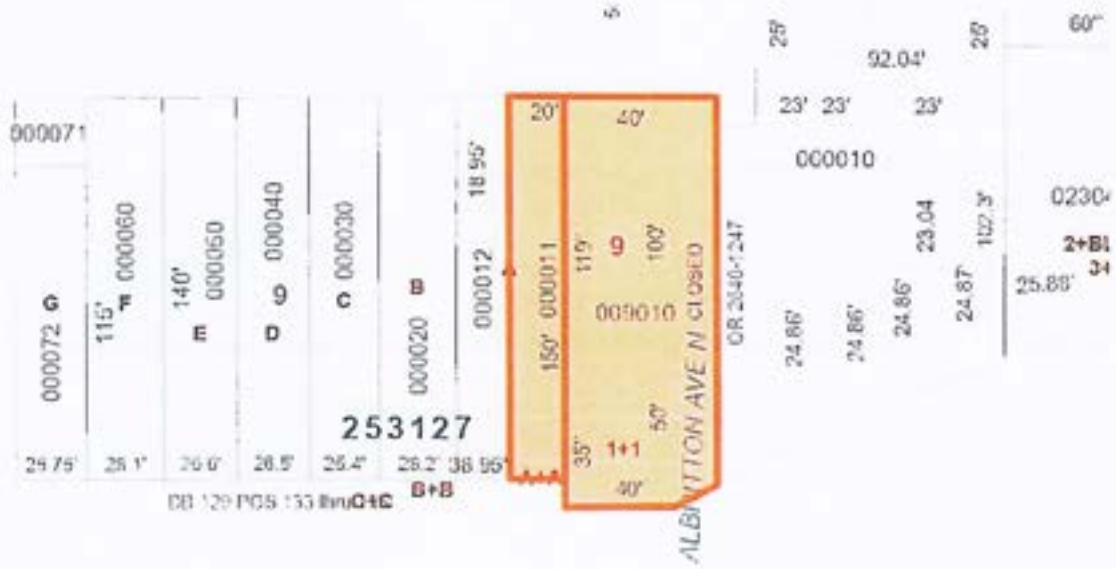
**Location Maps**







Plat Map – Both Parcels



BROADWAY ST W

Aerial Plat Map – 25-31-27-467000-009010



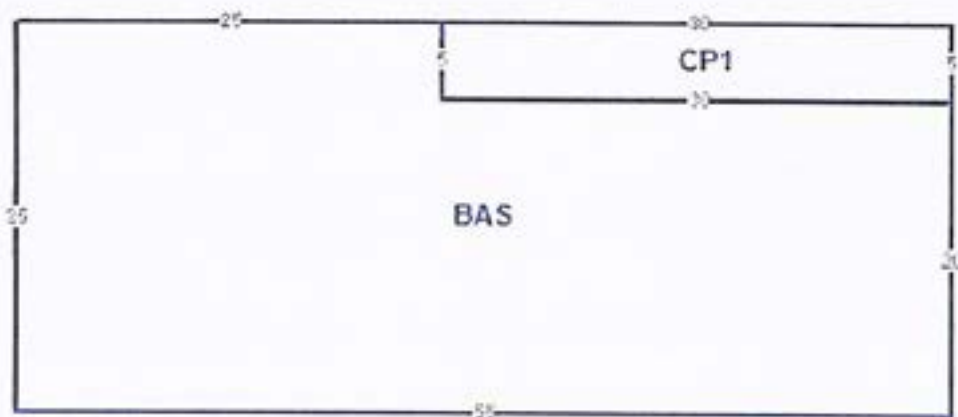
Aerial Plat Map – 25-31-27-468000-000011



Flood Map



Sketch



**Subject Pictures**



**Subject Front**



**Subject Rear**



**Subject Rear & Side**



**Subject Front & Side**



**Rear Land**



**Rear Land w/ Parking**



**Rear Land w/ Parking**



**W Broadway Street**



**W Broadway Street**



**Alley**



**Alley**



**Retail Front**



**Reception**



**Waiting Room**



**Salon Area**



**Salon Area**



**Salon Area**



**Office**



**Additional Space**



**Bathroom**

**Sales Comparison Approach**

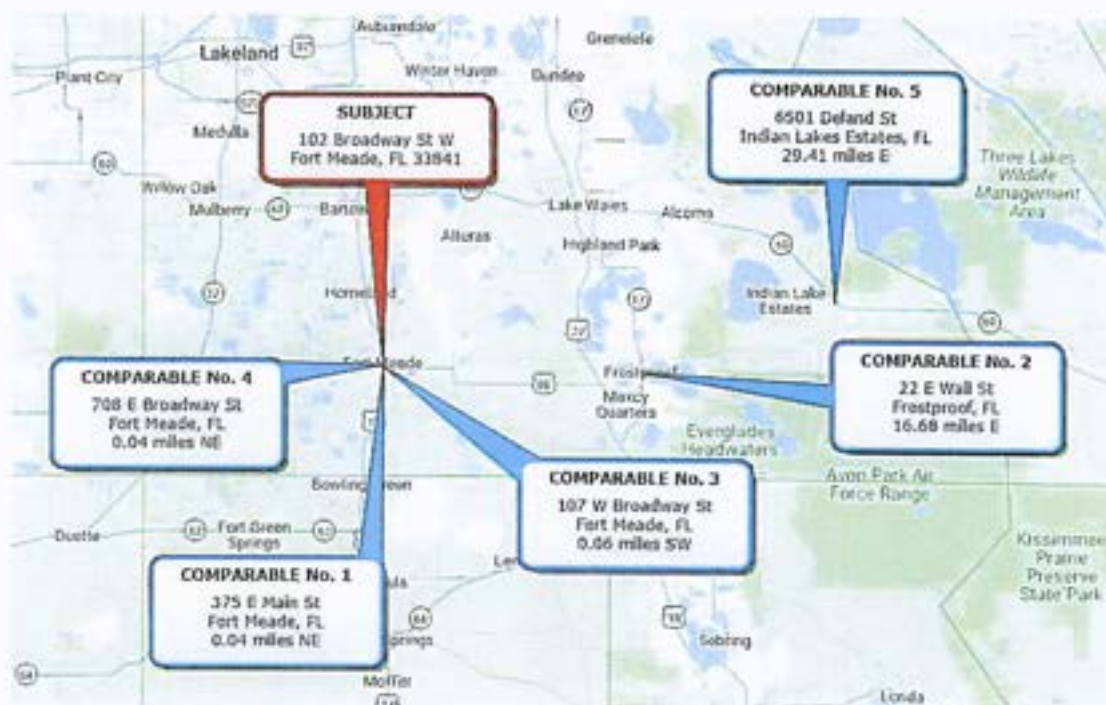
In the sales comparison approach, the subject property is compared to similar properties that have been sold recently or for which listing prices or offers are known. Data from generally comparable properties are used and comparisons are made to demonstrate a probable price at which the subject property would be sold if offered on the market.

**Comparable Sales – Improved Retail**

The Sales Comparison Approach of this property type indicated a wide range of factors pending location, special features, and size, of course. All sales were of a similar building type in the Polk County extended area. The subject contains 1,225 square feet. Sales data in the area are deemed reliable. Immediately following is a summary of similar sales.

<b>COMPARABLE IMPROVED RETAIL BUILDING SALES</b>					
<b>SALE NO.</b>	<b>LOCATION PARCEL OR FOLIO #</b>	<b>AGE SIZE SITE</b>	<b>DESCRIPTION CONDITION ZONING OWNER</b>	<b>DATE PRICE DOCUMENT</b>	<b>SPSF (L&amp;B)</b>
Subject	102 Broadway Street West Fort Meade 25-31-27-467000-009010 25-31-27-468000-000011	1961 1,225 SF 0.25 Ac	Retail Above Average C Kenneth & Susan Slay	N/A	N/A
1	375 Main Street East Bartow 25-30-05-374500-000050	1926 3,150 SF 0.07 Ac	Retail Good C Main375, LLC	11/04/2025 \$360,000 13766/0147	\$114
2	22 Wall Street East Frostproof 28-31-33-977800-010062	1976 1,400 SF 0.05 Ac	Office Average C JH Dickinson Groves, Inc	06/14/2025 \$100,000 13594/0393	\$71
3	107 Broadway Street West Fort Meade 25-31-27-472500-000071	1955 3,200 SF 0.14 Ac	Office Average/Fair C Abarton, LLC	09/24/2024 \$150,000 13277/2118	\$47
4	708 Broadway Street East Fort Meade 25-31-26-444500-000050	1964 1,280 SF 0.19 Ac	Retail Average/Fair C Devnath Sahill	11/10/2023 \$75,000 12908/020	\$59
5	6501 Deland Ave Indian Lakes Estates 30-31-04-994100-031916	1972 1,920 SF 0.60 Ac	Retail Above Average C Indian Lakes Estates Holdings, LLC	02/24/2022 \$185,000 12133/2179	\$96

### Comparable Sales Map



### Comparable Sales Pictures



375 Main Street E



22 Wall Street E



107 Broadway Street W



708 Broadway Street E



6501 Deland Avenue

Improved Sales Adjustment Grid

Address	375 E Main	22 E Wall	107 W Broadway	708 E Broadway	6501 Deland	102 W Broadway
Element	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Subject
Transaction Type	Sale	Sale	Sale	Sale	Sale	N/A
Transaction Date	11/04/2025	06/14/2025	09/24/2024	11/10/2023	02/24/2022	January 2026
Zoning	C	C	C	C	C	C
Sales Price	\$36,000Q	\$100,000	\$150,000	\$75,000	\$185,000	N/A
Gross Building Area (SF)	3,150 SF	1,400 SF	3,200 SF	1,280 SF	1,920 SF	1,225 SF
Price Per Square Foot	\$114	\$71	\$47	\$59	\$96	N/A
Property Rights adjustment	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple
Financing adjustment	Cash 0.0%	Cash 0.0%	Cash 0.0%	Cash 0.0%	Cash 0.0%	Assumes Cash
Conditions of Sale adjustment	Arm's Length 0.0%	Arm's Length 0.0%	Arm's Length 0.0%	Arm's Length 0.0%	Arm's Length 0.0%	Assumes Arm's Length
Expenditure After Sale adjustment	None 0.0%	None 0.0%	None 0.0%	None 0.0%	None 0.0%	Assumes None
Market Conditions adjustment	Nov-25 0.0%	Jun-25 0.0%	Sep-24 0.0%	Nov-23 0.0%	Feb-22 0.0%	Effective Date of Value
Subtotal (Price/SF)	\$114	\$71	\$47	\$59	\$96	N/A
Building Size adjustment	3,150 SF 0.0%	1,400 SF 0.0%	3,200 SF 0.0%	1,280 SF 0.0%	1,920 SF 0.0%	1,225 SF
Land to Building Ratio adjustment	0.97:1 30.0%	1.56:1 30.0%	1.91:1 30.0%	6.47:1 0.0%	13.61:1 -5.0%	8.89:1
Zoning adjustment	C 0.0%	C 0.0%	C 0.0%	C 0.0%	C 0.0%	C
Age adjustment	100 0.0%	50 0.0%	71 0.0%	62 0.0%	54 0.0%	61
Condition adjustment	Good -25.0%	Average 10.0%	Fair 75.0%	Fair 75.0%	Above Average 0.0%	Above Average
Construction Quality adjustment	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Similar 0.0%	Concrete
Interior Up Fit adjustment	Similar 0.0%	Office 0.0%	Office 0.0%	Similar 0.0%	Similar 0.0%	Retail
Location/Access/Visibility adjustment	Bartow 0.0%	Frostproof 0.0%	Fort Meade 0.0%	Fort Meade 0.0%	Indian Lakes Estates 10.0%	Fort Meade
Total Net Adjustments	5.0%	40.0%	105.0%	75.0%	5.0%	
Final Adjusted Price/SF	\$120	\$99	\$96	\$103	\$101	

### Summary of Improved Sales

All of the sales presented in the following tables are located in the subject's extended market area and are meaningful in the analysis and valuation of the subject site.

### Unit of Comparison

Market participants in this area more frequently utilize price per square foot. Because of this, the unit of comparison for the subject site is sale price per square foot. All data collected was presented in this manner.

### Elements of Comparison -- Line Item Adjustments

#### Property Rights

The property rights for all of these comparable sales transferred in Fee Simple.

#### Financing

All of the sales in the analysis are in cash or terms of cash.

#### Conditions of Sale

All the sales in the analysis are arm's length transactions with no atypical motivations on any of the parties of these transactions.

#### Expenditures Immediately After Sale

There are no atypical or unusual expenditures after the sale were made for all the sales in the analysis. All of the sales are similar in condition to the subject which is the most common expenditures after a sale for improved sales.

#### Market Conditions

Improved property values have remained stable the past few years.

**Summary**

The comparable sales range in size from 1,280 square feet to 3,200 square feet, which does not bracket the subject. The sales age ranges from 50 years to 100 years, which does bracket the subject.

All the sales are similar to the subject with public water and sewer.

The subject has a higher land to building ratio, which means it has additional land for expansion.

The subject and all the sales are have differing conditions based on continued updates.

Sale 5 is inferior in location.

The adjusted sale price per square foot ranges from \$96 to \$120.

The adjusted median sales price per square foot is \$101.

The adjusted mean sales price per square foot is \$104.

All the sales are given weight in opinion of value.

The subject's sale price per square foot is \$102.

$$\$102/\text{SF} \times 1,225 \text{ SF} = \$124,950$$

**The opinion of value by the sales comparison approach is \$125,000.**

**Income Approach**

**Improved Rentals Analysis**

The properties that follow are considered most similar in terms of quality, condition, lease terms and rates for comparison with the subject in the immediate area. The comparable rental properties are modified gross (MG) or triple net (NNN) leases.

The following properties are comparable rental retail space in the extended Fort Meade area for the rental analysis and for the market study.

<b>COMPARABLE RETAIL RENTALS</b>						
<b>RENTAL NO.</b>	<b>LOCATION</b>	<b>SIZE SF</b>	<b>DESCRIPTION</b>	<b>VACANCY %</b>	<b>MONTHLY RENT</b>	<b>RENT/SF TYPE LEASE</b>
1	929 US Highway 17 Fort Meade	14,975	Retail	0%	\$	\$8.01 NNN
2	6588 Lake Buffman Road Fort Meade	1,200	Retail	0%	\$	\$15.00 MG
3	525-545 East Main Street Bartow	2,190	Retail	0%	\$	\$17.53 MG
4	375 East Main Street Bartow	3,150	Retail	0%	\$	\$11.43 NNN
5	301 South Woodlawn Avenue Bartow	3,840	Office	0%	\$	\$12.50 MG

Comparable Rentals Map



Comparable Rentals Pictures



929 US Highway 17



6588 Lake Buffman Road



525-545 Main Street E



375 Main Street E



301 Woodlawn Avenue S

## Summary of Improved Rentals

All of the rentals presented in the preceding table are located in the subject's immediate area and are meaningful in the analysis and valuation of the subject rent.

Most buildings like the subject in the overall market have the owner responsible for taxes, insurance, management and reserves.

## Elements of Comparison – Line Item Adjustments

### Real Estate Taxes

The real estate taxes are typically paid by the owner. The subject's real estate taxes are in line and typical of similar type properties in the Polk County area. All of the comparable rental's real estate taxes are also in line and typical of similar type properties.

### Insurance

The insurance is typically paid by the owner. The subject's insurance is in line and typical of similar type properties in Polk County. All of the comparable rental's insurance are also in line and typical of similar type properties. Most landlords typically require tenants to carry additional insurance.

### Repairs/Maintenance/Other General Services

The tenant is typically responsible for repairs, maintenance and other general services because the tenant is usually a year to year occupant. This is the case for the subject.

### Electricity/Utilities

Electricity and utilities are paid by the tenant. There are no atypical or unusual expenditures by any of the comparable rentals or the subject. There is no adjustment for utilities.

### Market Conditions at Lease Execution

All the comparable rentals have similar tenants and the current market is competitive, so there are no adverse market conditions.

### Building Quality

The subject and all the comparable rentals are considered to be in average quality with similar type construction.

#### Interior Finishing

Retail space is typical.

#### Location

All of the rentals are located in the extended Fort Meade area.

#### Parking

All the rentals have similar ample parking to the subject.

#### Summary

The comparable rental rates range from \$8.01/SF to \$17.53/SF.

Properties similar to the subject have triple net (NNN) and modified gross (MG) leases.

#### Rental Rate Analysis for the Subject Property

The subject is currently owner occupied.

#### Market Rent

The comparable rental rates range from \$8.01/SF to \$17.53/SF. Based on all factors:

**The subject's estimated market rent is \$15.00/SF modified gross.**

#### Expense Reimbursements

Properties similar to the subject have modified gross leases with the owner responsible for taxes, insurance, maintenance and major repairs.

#### Vacancy

The market study indicates average vacancy at 5.0% to 20%. The subject is owner occupied, so its vacancy and credit loss is estimated at 10.0%.

### Overall Capitalization Rate

Net operating income is used to estimate value by dividing it by a capitalization rate. This overall capitalization rate is defined as: " An income rate for a total property interest that reflects the relationship between a single year's net operating income expectancy and the total property price or value; used to convert net operating income into an indication of overall property value.

### Local Market Capitalization Rates

The local cap rates range from 8% to 12%. The subject is in average condition, on a main street and is owner occupied. The subject's risk is considered slightly less than typical, so its market cap rate should reflect this.

**The subject's local market extracted capitalization rate is estimated to be 8.00%.**

### Direct Capitalization Table

DIRECT CAPITALIZATION	
Reconstructed Operating Statement	Fee Simple
Potential Gross Income (\$15/SF x 1,225 SF)	\$18,375
Vacancy & Collection Loss (10%)	(\$1,838)
Effective Gross Income (EGI)	\$16,537
Operating Expenses (OE)	
<i>Real Estate Taxes</i>	\$1,328
<i>Property Insurance</i>	\$1,500
<i>Maintenance &amp; Repairs (\$2.00/SF x 1,225 SF)</i>	\$2,450
<i>Management Fee (3% of EGI)</i>	\$496
<i>Total</i>	\$5,864
Net Operating Income (NOI)	\$10,673
Overall Cap. Rate	0.0800
Indication of Value	\$298,370

### Value Estimate

$$\text{Net Income } (\$10,673) / \text{Rate } (0.0800) = \$133,413$$

**The opinion of retrospective value by the income approach is \$135,000.**

**Reconciliation and Final Value Estimate**

Value Conclusion:	Sales Comparison Approach	\$	125,000
	Income Approach	\$	135,000

**Valuation by Sales Comparison**

The sales comparison approach provides sales in the immediate area. All important factors are bracketed, including: value based on sales price, value based on adjusted sales, location, condition, and quality of construction. Adjustments are necessary due to differences. The estimated opinion of value based on the sales comparison approach is deemed reliable.

**Valuation by Income Approach**

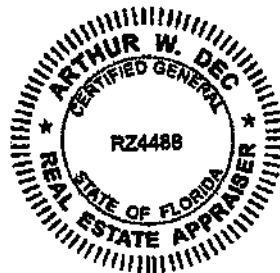
The subject's market rental rate is supported by comparable properties with similar use and location, with 10.0% vacancy and collection loss utilized for the subject. Based on reliable market capitalization rate data, a capitalization rate of 8.00% is used due to the characteristics of the subject. The estimated opinion of value based on the income approach is deemed reliable.

The subject is owner occupied. Based on all these factors, the estimated value by the sales comparison approach is deemed most reliable for opinion of value, with the income approach used for support.

As a result of my investigation and analysis, it is my opinion that the current market value of the identified Fee Simple interest in the properties of Parcel # 25-31-27-467000-009010 and Parcel #25-31-27-468000-000011 collectively identified as located at 102 Broadway Street West, Fort Meade, FL 33841, as of January 30, 2026 is:

**ONE HUNDRED THIRTY THOUSAND DOLLARS**  
**(\$130,000)**

*Arthur W. Dec*



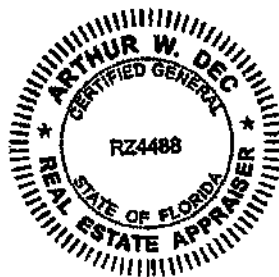
**Arthur W. Dec, MAI**  
**FL State Certified General Real Estate Appraiser #RZ4488**

## Certification

I certify that, to the best of our knowledge and beliefs:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in the assignment was not contingent upon developing or reporting predetermined results
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- Arthur W. Dec did make a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the Standards and Ethics Education Requirements for Designated Members of the Appraisal Institute.

*Arthur W. Dec*



**Arthur W. Dec, MAI**  
**FL State Certified General Real Estate Appraiser #RZ4488**

## **General Assumptions and Limiting Conditions**

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, ureaformaldehyde foam insulation and

other potentially hazardous materials may affect the value of the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field if desired.

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication.
3. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Disclosure of the contents of the appraisal report is governed by the Code of Professional Ethics of the Appraisal Institute and is subject to peer review.
5. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
6. Any value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.
7. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
8. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to the issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

# ADDENDA

## **Restricted Appraisal Report**

*This is a Restricted Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice for a "Restricted Report". As such, it presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.*

**Client:**

City of Fort Meade

**Appraiser:**

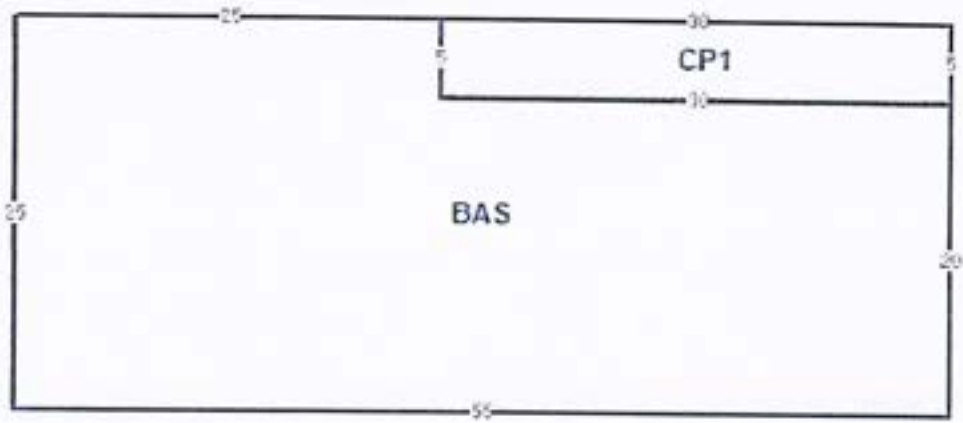
Arthur W. Dec, MAI

**Subject:**

102 Broadway Street West, Fort Meade, FL 33841


**Purpose of Appraisal:**

To estimate market value as defined by the Retail of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C.





## Parcel Details: 25-31-27-467000-009010

<p><b>Owners</b> <i>Recently purchased this property? <a href="#">Click here.</a></i></p> <p>SLAY KENNETH B 50% SLAY SUSAN S 50%</p> <p><b>Mailing Address</b> <i>(Address Change form)</i></p> <p>534 WATER OAK CT FORT MEADE FL 33841-9631</p> <p><b>Physical Street Address</b> <i>Why postal city and municipality? <a href="#">Click here.</a></i></p> <p>102 BROADWAY ST W</p> <p><b>Postal City and Zip</b></p> <p>FORT MEADE FL 33841</p> <p><b>Parcel Information</b></p> <p>Municipality <b>FT MEADE (Code: 90210)</b></p> <p>Neighborhood <b>6666.50</b> <a href="#">Search Recent Sales in this Neighborhood</a></p> <p>Subdivision <b>BROWN &amp; WILSONS SUB DB 75 PG 209</b></p> <p>Property (DOR) Use Code <b>Beauty Shops (Code: 1179)</b></p> <p>Acreage <b>0.19</b></p> <p>Community Redevelopment Area <b>City of Fort Meade CRA (Code: 326)</b></p>	<p><b>Property Desc</b></p> <p><b>DISCLAIMER:</b> The property description provided is a summary of the original legal description and should not be used for conveying property, as it may render the deed invalid.</p> <p><b>Area Map</b></p>  <p><b>Section Maps for 253127</b></p> <p><a href="#">HTML (opens in new tab)</a></p> <p><a href="#">Printable PDF</a></p>
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### Linked Tangible Personal Property Accounts

#### Linked Accounts

**Note:** Tangible Personal Property is defined as everything other than real estate that has value by itself. Please click the + plus sign to show the list of TPP accounts linked to this parcel. Only first two owner names shown.

**1 TPP Account(s)**

List of Accounts

### Sales History

**Important Notice:** If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. If the Book/Page number does not have a blue link or if the document is restricted, it may not be available online. Please contact the Polk County Clerk

2021	N	\$173,000	\$173,000	\$173,000	\$173,000	\$173,000
2020	N	\$181,000	\$181,000	\$181,000	\$181,000	\$181,000

2025 Tax Information



Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions. Please use our **Tax Estimator** to estimate taxes under new ownership.

Tax Bill	2025 Millage Rate	Tax District
<a href="#">View 2025 Tax Bill</a>	19.3522	(CW)

Sales History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
07-Dec-2023	\$925,000	<u>U</u>	I	SPENCE JOHN D	ADVANTAIRA SERVICES LLC	22649/1369
18-Mar-2003	\$100,000	<u>U</u>	I	MEADOR R ROY TR	SPENCE, JOHN D	12607/2039
20-Mar-1989	\$100	<u>U</u>	I	MEADOR ROBERT ROY JR	MEADOR, R. ROY TRE	06959/0458

2025 Land Information

Land Area: 11,848 sf | 0.27 acres

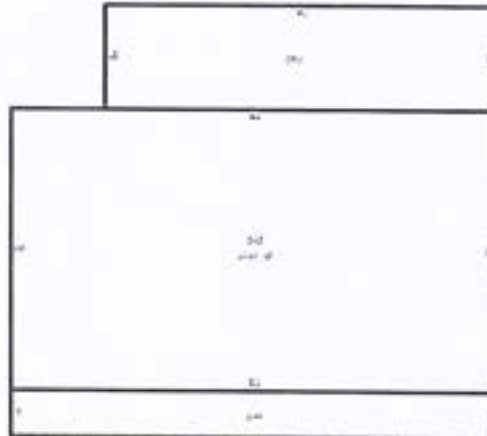
Frontage and/or View: None

Seawall: No

Property Use	Land Dimensions	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Stores, 1 Story	0x0	\$24	11,601	SF	1,0000	\$278,424

2025 Building 1 Structural Elements and Sub Area Information

Structural Elements	Sub Area	Heated Area SF	Gross Area SF
Foundation	Spread/Mono Footing		
Floor System	Slab On Grade		
Exterior Walls	Prefinished Metal		
Unit Stories	1		
Roof Frame	Steel Truss & Purlins		
Living Units	0		
Roof Cover	Corrugated Metal		
Year Built	1974		
Building Type	Retail Stores		
Quality	Average		
Floor Finish	Pine/Soft Wood		
Interior Finish	Wallboard		
Cooling	Heat & Cooling Pkg		
Fixtures	4		
Effective Age	44		
	<b>Total Area SF</b>	<b>1,560</b>	<b>2,282</b>



Indexing Department at 863-534-4516. If the Type Inst is an "R", please contact the Property Appraiser at 863-534-4765 to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
5743/0113	04/2004	W	I	SLAY KENNETH B	\$30,000
/2215	06/1993	R	I		\$0
3227/1720	04/1993	W	I		\$72,000
3219/0786	04/1993	W	I		\$66,100

### Exemptions

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The H3 second amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
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### Buildings

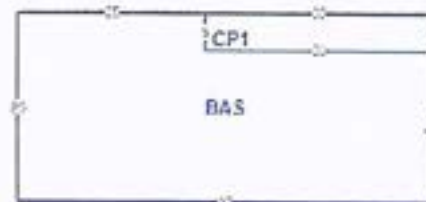
#### BUILDING 1 (1333 - BARBER SHOP / BEAUTY SALON)

##### Building Characteristics

Living Area: 1,225 sqft  
 Total Under Roof: 1,375 sqft  
 Actual Year Built: 1961  
 Building Value: \$55,504  
 Wall Structure: CONCRETE (M & S CRNT MULTIPLIER)

102 BROADWAY ST

Element	Units	Information
LIVING UNITS	1	
WALL HEIGHT	10	
STORIES	1	
HEAT CODE		ACP
EXTERIOR WALL		NONE



View Larger: [Double](#) - [Quadruple](#)  
 Effective Year: 2001

### Building Subareas

Code/Description	Heated	Total
BASE AREA	Y	1,225
CANOPY		150
<b>Total Under Roof</b>		<b>1,375 SQ FT</b>
<b>Total Living Area</b>		<b>1,225 SQ FT</b>

### PERMITS

Please contact the [appropriate permit issuing agency](#) to obtain information. This property is located in the **FT MEADE** taxing district.

### Land Lines

LN	Land Description	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1	* COMMERCIAL/INDUSTRIAL	N	SQUARE FOOT	0	0	8,209.00

\* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information ABOVE this notice is current (as of Friday, February 6, 2026 at 2:10:15 AM). All information BELOW this notice is from the 2025 Tax Roll, except where otherwise noted.

**Value Summary (2025)**

Desc	Value
LAND VALUE	\$12,724
BUILDING VALUE	\$58,883
EXTRA FEATURES VALUE	\$0
JUST MARKET VALUE	\$71,607
AG CLASSIFIED LAND VALUE	\$0
AGRICULTURE CLASSIFICATION SAVINGS	\$0
*HOMESTEAD CAP AND SOH PORTABILITY SAVINGS	\$9,406
ASSESSED VALUE	\$62,201
EXEMPTION VALUE (COUNTY)	\$0
TAXABLE VALUE (COUNTY)	\$62,201

\*This property contains a Non Homestead Cap with a differential of \$9,406.

**Values by District (2025)**

District Description	Just Market Value	Assessed Value	Exemption	Final Tax Savings	Taxable Value	Final Tax Rate	Final Taxes
BOARD OF COUNTY COMMISSIONERS	\$71,607	\$62,201	\$0	\$0.00	\$62,201	6.634800	\$412.69
POLK COUNTY SCHOOL BOARD - STATE	\$71,607	\$71,607	\$0	\$0.00	\$71,607	3.042000	\$217.83
POLK COUNTY SCHOOL BOARD - LOCAL	\$71,607	\$71,607	\$0	\$0.00	\$71,607	2.248000	\$160.97
CITY OF FORT MEADE	\$71,607	\$62,201	\$0	\$0.00	\$62,201	8.440300	\$525.00
SOUTHWEST FLA WATER MGMT DIST	\$71,607	\$62,201	\$0	\$0.00	\$62,201	0.183100	\$11.39
				<b>Tax Savings:</b>	<b>\$0.00</b>	<b>Total Taxes:</b>	<b>\$1,327.88</b>

**Non-Ad Valorem Assessments (2025)**

LN	Code	Desc	Units	Rate	Assessment
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1	FC210	FT MEADE FIRE SERVICES	1.00	165.00	\$165.00
2	ST210	FT MEADE STORMWATER MGMT	1.00	49.62	\$49.62
<b>Total Assessments</b>					<b>\$214.62</b>

**Taxes**

Desc	Last Year (2024)		2025 Final
Taxing District	FT MEADE/SWFWMD (Code: 90210)	FT MEADE/SWFWMD (Code: 90210)	
Millage Rate	20.6217		20.5482
Ad Valorem Assessments	\$1,185.36		\$1,327.88
Non-Ad Valorem Assessments	\$213.60		\$214.62
<b>Total Taxes</b>	<b>\$1,398.96</b>		<b>\$1,542.50</b>

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. [Visit the Polk County Tax Collector's site for Tax Bill information related to this account.](#) Use the [Property Tax Estimator](#) to estimate taxes for this account.

**Prior Year Final Values**

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, per Florida Statute 193.122(2), F.S. This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

DESCRIPTION	2024	2023	2022	2021
LAND VALUE	\$12,724.00	\$12,724.00	\$12,724.00	\$12,724.00
BUILDING VALUE	\$47,465.00	\$38,681.00	\$36,107.00	\$32,122.00
EXTRA FEATURES VALUE	\$0.00	\$0.00	\$0.00	\$0.00
JUST MARKET VALUE	\$60,189.00	\$51,405.00	\$48,831.00	\$44,846.00
HOMESTEAD CAP AND SOH PORTABILITY SAVINGS	\$3,643.00	\$0.00	\$0.00	\$0.00
ASSESSED VALUE	\$56,546.00	\$51,405.00	\$48,831.00	\$44,846.00
EXEMPTION VALUE (COUNTY)	\$0.00	\$0.00	\$0.00	\$0.00
TAXABLE VALUE (COUNTY)	\$56,546.00	\$51,405.00	\$48,831.00	\$44,846.00

**DISCLAIMER:**

The Polk County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

Last Updated: Friday, February 6, 2026 at 2:10:15 AM

JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA

2025 REAL ESTATE PROPERTY TAX BILL

ACCOUNT NUMBER
283127-467000-009010

PAY, SEARCH OR PRINT RECEIPT AT  
**polktaxes.com**  
(863) 534-4700

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

SLAY KENNETH B & SLAY SUSAN S  
534 WATER OAK CT  
FORT MEADE, FL 32841-9631

102 BROADWAY ST W  
BROWN & WILSONS SUB DB 78 PG 209 BLK 9 LOT 1  
& LOT 1 OF TOWN COUNCIL ADD & W1/2 OF CLOSED  
STREET LYING E OF SAME

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
C101 POLK COUNTY TRANSPORTATION	62,201	0	62,201	1.2000	\$74.64	
C100 POLK COUNTY GENERAL FUND	62,201	0	62,201	4.9848	\$310.06	
C102 POLK COUNTY EMERGENCY MEDICAL	62,201	0	62,201	0.2500	\$15.55	
C103 POLK COUNTY ENV LANDS MGMT	62,201	0	62,201	0.0500	\$3.11	
C104 POLK COUNTY ENV LANDS ACQUISITION	62,201	0	62,201	0.1500	\$9.33	
110 SCHOOL GENERAL FUND	71,607	0	71,607	3.7900	\$271.59	
100 SCHOOL LOCAL CAPITAL IMPROVEMENT	71,607	0	71,607	1.5000	\$107.41	
530 CITY FORT MEADE	62,201	0	62,201	8.4453	\$525.09	
360 SOUTHWEST FLA WATER MGMT DIST	62,201	0	62,201	0.1631	\$10.13	
<b>TOTAL</b>				<b>20.5482</b>	<b>\$1,327.65</b>	

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	RATE	UNITS	AMOUNT
FC210 - FT MEADE FIRE SERVICES	0.00	1.00	\$185.00
ST210 - FT MEADE STORMWATER MGMT	0.00	1.00	\$49.62
<b>TOTAL NON-AD VALOREM ASSESSMENTS</b>			<b>\$234.62</b>

<b>COMBINED TAXES AND ASSESSMENTS</b>	<b>\$1,562.27</b>
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If Paid By	Feb 12, 2026
Please Pay	0.00

RETAIN THIS PORTION  
FOR YOUR RECORDS

JOE G. TEDDER, TAX COLLECTOR  
POLK COUNTY, FLORIDA

2025 REAL ESTATE PROPERTY TAX BILL  
1174235

ACCOUNT NUMBER
253127-467000-009010

SLAY KENNETH B & SLAY SUSAN S  
534 WATER OAK CT  
FORT MEADE, FL 32841-9631

102 BROADWAY ST W  
BROWN & WILSONS SUB DB 78 PG 209 BLK 9 LOT 1  
& LOT 1 OF TOWN COUNCIL ADD & W1/2 OF CLOSED  
STREET LYING E OF SAME

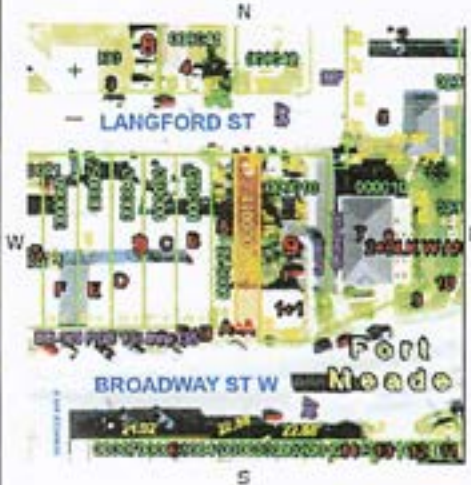
PAY IN U.S. FUNDS ON A U.S. BANK TO JOE G. TEDDER, TAX COLLECTOR -

PAY ONLY ONE AMOUNT

If Paid By	Feb 12, 2026
Please Pay	0.00

PAID 11/26/2025 \$1,480.80 RECEIPT # 3736875

## Parcel Details: 25-31-27-468000-000011

<p><b>Owners</b> <i>Recently purchased this property? Click here.</i></p> <p>SLAY KENNETH B 50%</p> <p>SLAY SUSAN S 50%</p> <p><b>Mailing Address</b> <i>(Address Change form)</i></p> <p>534 WATER OAK CT FORT MEADE FL 33841-9631</p> <p><b>Physical Street Address</b> <i>Why postal city and municipality? Click here.</i></p> <p>0 BROADWAY ST W</p> <p><b>Postal City and Zip</b></p> <p>FORT MEADE FL 33841</p> <p><b>Parcel Information</b></p> <p>Municipality <b>FT MEADE (Code: 90210)</b></p> <p>Neighborhood <b>6666.50</b> <i>Search Recent Sales in this Neighborhood</i></p> <p>Subdivision <b>LEWIS W H SUB PB 2 PG 20</b></p> <p>Property (DOR) <b>Comm. improvements carried</b> Use Code <b>on other parcels (Code: 1006)</b></p> <p>Acreage <b>0.06</b></p> <p>Community Redevelopment Area <b>City of Fort Meade CRA (Code: 326)</b></p>	<p><b>Property Desc</b></p> <p><b>DISCLAIMER:</b> The property description provided is a summary of the original legal description and should not be used for conveying property, as it may render the deed invalid.</p> <p><b>Area Map</b></p>  <p><b>Section Maps for 253127</b></p> <p><a href="#">HTML (opens in new tab)</a></p> <p><a href="#">Printable PDF</a></p>
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### Sales History

**Important Notice:** If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. If the Book/Page number does not have a blue link or if the document is restricted, it may not be available online. Please contact the Polk County Clerk/ Indexing Department at 863-534-4516. If the Type Inst is an "R", please contact the Property Appraiser at 863-534-4765 to order "R" type Instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
<a href="#">5743/0113</a>	04/2004	W	I	SLAY KENNETH B	\$30,000
<a href="#">3227/1720</a>	04/1993	W	V		\$72,000
<a href="#">3219/0786</a>	04/1993	W	V		\$56,100
<a href="#">2034/2061</a>	08/1981	W	E		\$40,000

**Exemptions**

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB second amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
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**PERMITS**

Please contact the [appropriate permit issuing agency](#) to obtain information. This property is located in the **FT MEADE** taxing district.

**Land Lines**

LN	Land Description	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1 *	COMMERCIAL/INDUSTRIAL	N	SQUARE FOOT	0	0	2,808.00

\* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information ABOVE this notice is current (as of Friday, February 27, 2026 at 2:10:10 AM). All information BELOW this notice is from the 2025 Tax Roll, except where otherwise noted.

**Value Summary (2025)**

Desc	Value
LAND VALUE	\$4,352
BUILDING VALUE	\$0
EXTRA FEATURES VALUE	\$0
JUST MARKET VALUE	\$4,352
AG CLASSIFIED LAND VALUE	\$0
AGRICULTURE CLASSIFICATION SAVINGS	\$0
*HOMESTEAD CAP AND SOH PORTABILITY SAVINGS	\$0
ASSESSED VALUE	\$4,352
EXEMPTION VALUE (COUNTY)	\$0
TAXABLE VALUE (COUNTY)	\$4,352

\*This property contains a Non Homestead Cap with a differential of \$0.

**Values by District (2025)**

District Description	Just Market Value	Assessed Value	Exemption	Final Tax Savings	Taxable Value	Final Tax Rate	Final Taxes
BOARD OF COUNTY COMMISSIONERS	\$4,352	\$4,352	\$0	\$0.00	\$4,352	6.634800	\$26.87
POLK COUNTY SCHOOL BOARD - STATE	\$4,352	\$4,352	\$0	\$0.00	\$4,352	3.042000	\$13.24
POLK COUNTY	\$4,352	\$4,352	\$0	\$0.00	\$4,352	2.248000	\$9.78

SCHOOL BOARD - LOCAL							
CITY OF FORT MEADE	\$4,352	\$4,352	\$0	\$0.00	\$4,352	8.440300	\$36.73
SOUTHWEST FLA WATER MGMT DIST	\$4,352	\$4,352	\$0	\$0.00	\$4,352	0.183100	\$0.80
				<b>Tax Savings:</b>	<b>\$0.00</b>	<b>Total Taxes:</b>	<b>\$89.42</b>

**Taxes**

Desc	Last Year (2024)		2025 Final
Taxing District	FT MEADE/SWFWMD (Code: 90210)	FT MEADE/SWFWMD (Code: 90210)	
Millage Rate		20.6217	20.5482
Ad Valorem Assessments		\$89.73	\$89.42
Non-Ad Valorem Assessments		\$0.00	\$0.00
<b>Total Taxes</b>		<b>\$89.73</b>	<b>\$89.42</b>

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. [Visit the Polk County Tax Collector's site for Tax Bill information related to this account.](#) Use ["Property Tax Estimator"](#) to estimate taxes for this account.

**Prior Year Final Values**

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, [see Florida Statute 193.122\(2\), F.S.](#) This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

DESCRIPTION	2024	2023	2022	2021
LAND VALUE	\$4,352.00	\$4,352.00	\$4,352.00	\$4,352.00
BUILDING VALUE	\$0.00	\$0.00	\$0.00	\$0.00
EXTRA FEATURES VALUE	\$0.00	\$0.00	\$0.00	\$0.00
JUST MARKET VALUE	\$4,352.00	\$4,352.00	\$4,352.00	\$4,352.00
HOMESTEAD CAP AND SOH PORTABILITY SAVINGS	\$0.00	\$0.00	\$0.00	\$0.00
ASSESSED VALUE	\$4,352.00	\$4,352.00	\$4,352.00	\$4,352.00
EXEMPTION VALUE (COUNTY)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TAXABLE VALUE (COUNTY)</b>	<b>\$4,352.00</b>	<b>\$4,352.00</b>	<b>\$4,352.00</b>	<b>\$4,352.00</b>

**DISCLAIMER:**

The Polk County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted Site Notice.

Last Updated: Friday, February 27, 2026 at 2:10:10 AM

# Tax Bill Detail

Property Tax Account: 253127-468000-000011  
 SLAY KENNETH B

Year: 2025      Bill Number: 1174254      Owner: SLAY KENNETH B  
 Tax District: 90210      Property Type: Real Estate      Discount Period: 1%

MAILING ADDRESS:  
 SLAY KENNETH B  
 SLAY SUSAN S  
 534 WATER OAK CT  
 FORT MEADE FL 33841-9631

PROPERTY ADDRESS:  
 0 BROADWAY  
 FORT MEADE 33841

Taxes | Assessments | Legal Description | Payment History | ▲

### Ad Valorem

Authority/Fund	Tax Rate	Charged	Paid	Due
C100 POLK COUNTY GENERAL FUND	4.9848	\$20.82	\$20.82	\$0.00
C101 POLK COUNTY TRANSPORTATION	1.2000	\$5.01	\$5.01	\$0.00
C102 POLK COUNTY EMERGENCY MEDICAL	0.2500	\$1.05	\$1.05	\$0.00
C103 POLK COUNTY ENV LANDS MGMT	0.0500	\$0.21	\$0.21	\$0.00
POLK COUNTY ENV LANDS ACQUISITION	0.1500	\$0.62	\$0.62	\$0.00
SCHOOL LOCAL CAPITAL IMPROVEMENT	1.5000	\$6.27	\$6.27	\$0.00
SCHOOL GENERAL FUND	3.7900	\$15.83	\$15.83	\$0.00
CITY FORT MEADE	8.4403	\$35.26	\$35.26	\$0.00
SOUTHWEST FLA WATER MGMT DIST	0.1831	\$0.77	\$0.77	\$0.00
<b>TOTAL</b>	<b>20.5482</b>	<b>\$85.64</b>	<b>\$85.64</b>	<b>\$0.00</b>

### Non-Ad Valorem

Authority/Fund	Charged	Paid	Due
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

A-Boswell & Dunlap Office Box

This Instrument prepared by:  
Donald H. Wilson, Jr.  
Post Office Drawer 30  
Bartow, Florida 33831  
(863) 533-7117

INSTR # 2004074823  
BK 05743 PGS 0113-0114 PB(5)2  
RECORDED 04/16/2004 03:50:06 PM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
DEED DOC 210.00  
RECORDING FEES 10.50  
RECORDED BY T Tierney

Parcel ID#273125-467000-009030  
and 273125-468000-000011

**WARRANTY DEED**

This Indenture, made this 14<sup>th</sup> day of April, 2004, between Cornerstone Mortgage and Investment Corp. d/b/a C & E Investments, Inc., P.O. Box 1172, Fort Meade, FL 33841, hereinafter called "Grantor", and Kenneth B. Slay and Susan S. Slay, husband and wife, 334 Water Oak Court, Fort Meade, FL 33841, hereinafter called "Grantee".

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable consideration 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 real property, situate, lying and being in Polk County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

This instrument was prepared from information furnished by the Grantor herein and no representations or warranties are made by the preparer hereof.

and said Grantor does hereby fully warrant the title to said real property, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunder set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Donald H. Wilson, Jr.  
Donald H. Wilson, Jr.

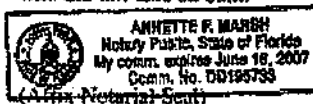
Cornerstone Mortgage and Investment Corp.  
d/b/a C & E Investments, Inc.

By: R.E. Kendrick, III  
R.E. Kendrick, III, President

Annette F. Marsh  
Annette F. Marsh

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 2004, by R.E. Kendrick, III, as President of C & E Investments, Inc., who is personally known to me, and who did not take an oath.



Annette F. Marsh  
Notary Public - State of Florida at Large

EXHIBIT "A"

Lot 1 of Block 9, Brown and Wilson's Subdivision of Block "AB" of Dzialynski's Addition, Fort Meade, Florida, according to plat thereof recorded in Deed Book 75, page 209, public records of Polk County, Florida.

Lot 1 + 1, and the East 20 feet of Lot A + A, Town Council's Addition, Fort Meade, Florida, according to plat thereof recorded in Plat Book 3, page 13, public records of Polk County, Florida; and

The East 20 feet of Lot A, W. H. Lewis' Subdivision of Lots 2, 3, 4, 5 and 6 of Block 9 of Brown & Wilson's Subdivision of Block AB of Dzialynski's Addition, Fort Meade, Florida, according to plat thereof recorded in Plat Book 2, page 20, public records of Polk County, Florida;

Together with the West one-half (1/2) of that certain street closed by Ordinance No. 98-15, lying on the East side of subject property, as recorded in Official Records Book 2640, page 1247, all of the aforesaid land being contiguous and lying in Section 27, Township 31 South, Range 25 East, Polk County, Florida.



National Flood Hazard Layer FIRMette



Legend



Without Base Flood Elevation (BFE)  
 With BFE in Depth  
 Regulatory Features

0.2% Annual Chance Flood Hazard Area  
 1% Annual Chance Flood Hazard Area  
 1% Annual Chance Flood Hazard Area with Average Depth less than one foot or with drainage areas of less than one square mile  
 Future Recurrence 1% Annual Chance Flood Hazard  
 Area with Reduced Flood Risk due to Levee, Sea Wall, etc.  
 Area with Flood Risk due to Levee, etc.

Area of Special Flood Hazard  
 Effective 02/08/16  
 Area of Uninsured Flood Hazard

Channel, Culvert, or Storm Sewer  
 Levee, Dike, or Floodwall

Cross Section with 1% Annual Chance Water Surface Elevation  
 Coastal Barrier  
 Base Flood Elevation Line (BFE)  
 Limit of Study  
 Jurisdiction Boundary  
 Coastal Barrier Boundary  
 Profile Elevation  
 Hydrographic Feature

Digital Data Available  
 No Digital Data Available  
 Unmapped

The pin displayed on this map is an approximate point selected by the user and does not represent an administrative property boundary.

This map complies with FEMA's standards for the use of digital flood maps if it is not used as described below. The base map does not comply with FEMA's base map accuracy standards.

The flood hazard information is derived directly from the authoritative data, with updates provided by FEMA. This map was updated on 08/11/22/2016 and does not reflect changes or amendments subsequent to this date and time. The BFE, and other information may change or become superseded by new data over time.

This map might be used if the user or those of the following map elements do not require base map imagery, flood zone labels, legend, scale bar, map resource data, community identifiers, full parcel number, and other sensitive data. Map images for unmapped and unimproved areas cannot be used for regulatory purposes.



www.polkcountycommercialappraisers.com

863-259-1529

Marc Lefevre, Managing Partner; marc@comproconsultants.com

Jan 27, 2026

File Number: 26-071

Contact Name: Lekia Johnson

Client: City of Fort Meade

Subject Property Address: 102 W Broadway St., Fort Meade, FL 33841

Client Email: ljohnson@cityoffortmeade.org

Client Phone: 863-267-4205

Dear client:

Thank you for your inquiry, it was a pleasure speaking with you and learning about your appraisal needs. Rest assured, we will work diligently to exceed your expectations in every way and deliver a reliable and on-time appraisal report.

**Scope of Appraisal Assignment**

Property Type: Retail property

Intended Use: Internal use related to a prospective purchase

Effective Date of Value: Current value

Type of Value: As-Is Market value

Interest to be Appraised: Fee Simple or Leased Fee (as applicable)

**Report Format and Contents**

The report will be developed as a Restricted Appraisal Report and written in a narrative format per USPAP 2020-2021 requirements of Standard Rules 1 and 2. SR-2-2(b).

Restricted Appraisal Reports are often used in assignments where an abbreviated report is sufficient to meet client needs. The Opinion of Value is for the Real Property exclusively.

**Appraisal Fee:** \$2,500.00 (Will invoice: 50% Deposit due; balance due at delivery)

Payment due upon completion of this engagement letter. Property inspection date will be scheduled upon receipt of this letter and payment.

**Turn-Around Time:** 2 weeks

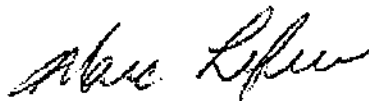
Turn-around time is defined as the period of time elapsed between the date of inspection of the subject property and your receipt of the completed appraisal report. If we have requested that you provide us with any information pertaining to the subject property (such as a rent roll, tenant leases, operating expense statement, etc.), please do so as soon as possible - any delay may affect our ability to meet our agreed upon deadline.

**Report Delivery:** You will receive the appraisal report via e-mail in PDF format.

**Confidentiality:** All conversations, documents provided to us, and the contents of the appraisal report, will be kept confidential and disclosed only to the Client.

To proceed with this assignment, please sign this document and we will begin work immediately. Any questions, please give us a call.

Very truly yours,



Marc M. Lefevre

Managing Partner

Agreed and Accepted:

Signature: Lekia Johnson  
ljohnson@cityoffortmeade.org

Date: 01/27/2026

Name: Lekia Johnson

---

ComPro Consultants, LLC

Doc ID: 20260127104324713  
Certified Electronic Signature

 Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

  
**DEC, ARTHUR WILLIAM**  
99 SE MIZNER BLVD  
UNIT 405  
BOCA RATON FL 33432

**LICENSE NUMBER: RZ4488**

**EXPIRATION DATE: NOVEMBER 30, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 11/12/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Qualifications of

ARTHUR W. DEC, MAI  
919-601-1383 artdec@nc.rr.com

**CERTIFICATIONS:**

- NC Certified General Appraiser #A4710
- FL Certified General Appraiser #RZ4488
- TN Certified General Appraiser #6512
- SC Certified General Appraiser #4422
- FHA-Approved Appraiser
- NC Licensed Real Estate Broker #187201

**DESIGNATIONS:**

- Member Appraisal Institute (MAI), Appraisal Institute

**EDUCATION:**

- State University of New York at Cortland; BS Chemistry 1986
- State University of New York at Cortland; MS Education 1992

**EXPERIENCE:**

- January 2018 - Present:  
ComPro Consultants  
228 5 West Street, Suites 900 & 1000  
Raleigh, NC 27609
- December 2000 - Present:  
Dec Appraisal Service  
4209 Lassiter Mill Road, Unit 176  
Raleigh, NC 27609

**AFFILIATIONS/MEMBERSHIPS/PROFESSIONAL ACTIVITIES:**

- Member Appraisal Institute (MAI), Appraisal Institute
- North Carolina Appraisal Institute
- National Association of Realtors®
- Broward, Palm Beaches, St. Lucie Association of Realtors®
- Triangle Commercial Association of Realtors®
- Raleigh Regional Association of Realtors®
- North Carolina Association of Realtors®

**MAI (Member Appraisal Institute) DESIGNATION COURSES COMPLETED:**

- Advanced Income Capitalization, Appraisal Institute, 2001
- Highest and Best Use and Market Analysis, Appraisal Institute, 2001
- Report Writing and Valuation Analysis, Appraisal Institute, 2002
- Advanced Sales Comparison & Cost Approaches, Appraisal Institute, 2002
- Advanced Concepts and Case Studies, Appraisal Institute, 2001

**PROFESSIONAL EDUCATION/COURSES COMPLETED:**

- Introduction to Real Estate Appraisal (R-1), Lenoir Community College, 1996
- Valuation Principals and Procedures (R-2), Lenoir Community College, 1998
- Applied Residential Property Valuation (R-3), Lenoir Community College, 1998
- Introduction to Income Property Appraisal (G-1), Lenoir Community College, 1998
- Advanced Income Capitalization Procedures (G-2), Lenoir Community College, 1998
- Applied Income Capitalization Procedures (G-3), Lenoir Community College, 1998
- Standards of Professional Practice, Parts A&B, Appraisal Institute, 2000
- NC Real Estate Commission Pre-licensing Course, Prudential Carolinas, Raleigh, 2001
- Broker In Charge Course, NC Real Estate Commission, 2001
- National USPAP Update, 2005, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022
- Basic Income Capitalization, Appraisal Institute, 2001
- General Demonstration Appraisal Report Writing, Appraisal Institute, 2003, 2008, 2014
- Relocation Appraisal Training Program, Worldwide ERC, 2004
- Appraising Manufactured Homes, Appraisal Institute, 2004
- Evaluating Residential Construction, Appraisal Institute, 2004
- Supporting Capitalization Rates, Appraisal Institute, 2004, 2015
- Appraisal of Medical Office Buildings, 2019
- Appraisal Review, Appraisal Institute, 2006
- The Appraiser as an Expert Witness: Preparation and Testimony, Appraisal Institute, 2006, 2019
- Market Analysis and the Site To Do Business, Appraisal Institute, 2006
- Business Practice and Ethics, Appraisal Institute, 2006, 2012, 2018, 2019
- Valuation of Detrimental Conditions, Appraisal Institute, 2007
- Forecasting Revenue, Appraisal Institute, 2007, 2015
- FHA and the Appraisal Process, Appraisal Institute, 2008
- Eminent Domain and Condemnation, Appraisal Institute, 2008
- Subdivision Valuation, Appraisal Institute, 2008
- Marshall & Swift Residential Cost Training, Appraisal Institute, 2008
- Fundamentals of Apartment Appraising, Appraisal Institute, 2023
- Fundamentals of the Uniform Appraisal Standards for Federal Land Acquisitions, 2021
- Appraising Distressed Commercial Real Estate, Appraisal Institute, 2009
- Real Estate Valuation Conference, Appraisal Institute, 2010, 2017, 2019, 2020
- Self-Storage: Looking at the Past - Are these Indicators for the Future, Appraisal Institute, 2010
- Using Your HP12C Financial Calculator, Appraisal Institute, 2010, 2012, 2014, 2023
- A Comprehensive Review of Appraisal Concepts, John H. Urubek, MAI, 2014
- General Demonstration Report: Capstone Program, Appraisal Institute, 2014
- Appraisal Through the Eyes of the Reviewer, 2015
- Comparative Analysis, 2016
- Appraising Agriculture Facilities, 2017
- Rates and Ratios: Making Sense of GIMs, OARs, and DCF, 2015
- Analyzing Operating Expenses, Appraisal Institute, 2023

References upon Request

Qualifications of Arthur W. Dox, MAI  
Page 2 of 2

# MUNICIPAL OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date"), by and between **KENNETH B. SLAY and SUSAN S. SLAY**, whose mailing address is 534 Water Oak Ct, Fort Meade, Florida 33841 (hereinafter collectively referred to as "Seller"), and the **\*\*City of Fort Meade**, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 8 West Broadway Street, Fort Meade, Florida 33841 (hereinafter referred to as "City").

## WITNESSETH:

**WHEREAS**, Seller represents that Seller is the lawful fee simple owner of the real property described herein and possesses full authority to grant the option rights set forth herein; and

**WHEREAS**, the City desires to obtain an exclusive option to purchase the Property for a valid public purpose, subject strictly to approval by the City Commission at a duly noticed public meeting and subject to lawful appropriation of funds;

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## Property

Seller hereby grants to the City the exclusive and irrevocable option to purchase the following described real property situated in Polk County, Florida:

Property Address: 102 Broadway Street West, Fort Meade, Florida  
Parcel ID: 25-31-27-467000-009010 and 25-31-27-468000-000011

### *Legal Description:*

*Lot 1 of Block 9, Brown and Wilson's Subdivision of Block "AB" of Dzialynski's Addition, Fort Meade, Florida, according to plat thereof recorded in Deed Book 75, page 209, public records of Polk County, Florida.*

*Lot 1 + 1, and the East 20 feet of Lot A + A, Town Council's Addition, Fort Meade, Florida, according to plat thereof recorded in Plat Book 3, page 13, public records of Polk County, Florida; and*

*The East 20 feet of Lot A, W. H. Lewis ' Subdivision of Lots 2, 3, 4, 5, and 6 of Block 9 of Brown & Wilson's Subdivision of Block AB of Dzialynski's Addition, Fort Meade, Florida, according to plat thereof recorded in Plat Book 2, page 20, pubic records of Polk County, Florida;*

*Together with the West one-half (1/2) of that certain street closed by Ordinance No. 88-15, Lying on the East side of subject property, as recorded in Official Records Book 2640, page 1247, all of the aforesaid land being contiguous and lying in section 27, Township 31 South, Range 25 East, Polk County, Florida.*

### **Grant of Option; Binding Effect Upon Seller**

Seller hereby grants to the City the exclusive and irrevocable option to purchase the Property. This Option shall be immediately binding upon Seller upon execution and shall remain irrevocable during the Option Period.

During the Option Period, Seller shall not sell, convey, lease, option, encumber, contract to convey, or otherwise transfer any interest in the Property, nor enter into any agreement inconsistent with the rights granted herein. Seller shall maintain the Property in substantially the same condition as of the Effective Date, ordinary wear and tear excepted, and shall not voluntarily create or permit any lien or encumbrance.

Seller represents and warrants that Seller holds good and marketable fee simple title to the Property and has full authority to enter into this Agreement.

### **Purchase Price**

The purchase price for the Property, if the Option is duly exercised and approved as provided herein, shall be One Hundred Twenty Five Thousand Dollars (\$125,000.00).

### **Option Period and Exercise**

The Option shall remain open and irrevocable for a period of 120 days from the Effective Date ("Option Period").

The City may exercise the Option by delivering written notice of exercise to Seller within the Option Period.

In the event the Option is timely exercised and thereafter approved by the City Commission at a duly noticed public meeting, and funds are lawfully appropriated, the parties shall enter into a

separate written Purchase and Sale Agreement incorporating the Purchase Price and material terms set forth herein, together with such additional customary provisions as are reasonably required to complete the transaction.

Execution of any Purchase and Sale Agreement shall remain expressly subject to Commission approval and lawful appropriation of funds.

Time is of the essence with respect to the Option Period.

### **Express Municipal Non-Binding Provision**

Notwithstanding any provision herein to the contrary, this Agreement constitutes solely a grant of an option and shall not constitute a binding contract for purchase and sale against the City.

This Agreement and any attempted exercise of the Option shall not be binding upon the City unless and until:

- The City Commission approves the exercise of the Option at a duly noticed public meeting; and
- Funds are lawfully appropriated and made available for the acquisition.

Seller acknowledges that no officer, employee, agent, or representative of the City, including the City Manager, possesses authority to bind the City absent formal Commission approval. Seller expressly waives any claim based upon apparent authority, estoppel, promissory estoppel, or detrimental reliance.

In the absence of Commission approval and lawful appropriation within the Option Period, this Agreement shall automatically terminate without liability to the City.

Nothing contained herein shall be construed as creating a debt, liability, or obligation of the City in violation of Article VII, Section 12 of the Florida Constitution.

### **Non-Appropriation of Funds**

All obligations of the City are subject to annual budgetary appropriation. In the event sufficient funds are not appropriated or otherwise made available, the City may terminate this Agreement without penalty or further obligation.

### **Inspection and Due Diligence**

During the Option Period, the City shall have the right to enter upon the Property for purposes of inspections, environmental assessments, surveys, engineering evaluations, title review, zoning verification, and other investigations deemed necessary by the City in its sole discretion.

The City may elect not to exercise the Option for any reason or no reason whatsoever within the Option Period.

## **Title and Conveyance**

If the Option is properly exercised and subsequently approved, Seller shall convey good, marketable, and insurable fee simple title to the Property by statutory warranty deed, free and clear of liens and encumbrances except those acceptable to the City. Seller shall cooperate in curing title defects.

Taxes and assessments shall be prorated as of closing pursuant to the terms of the subsequent Purchase and Sale Agreement.

## **Public Records**

Seller acknowledges that the City is subject to Chapter 119, Florida Statutes, and that this Agreement and related documents may be subject to public disclosure.

## **Limitation of Remedies**

Specific performance shall not be available against the City. In the event this Agreement terminates prior to Commission approval and lawful appropriation, Seller's sole remedy shall be limited to retention of the Option consideration, and Seller waives any claim for damages, consequential or otherwise, against the City.

## **Integration; Amendments**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or representations. It may be amended only by a written instrument executed by both parties.

## **Severability**

If any provision of this Agreement is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **Waiver**

No waiver of any provision shall be effective unless in writing and signed by the party against whom enforcement is sought.

## **Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed binding.

## **Governing Law; Venue**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising hereunder shall lie exclusively in Polk County, Florida.

IN WITNESS WHEREOF, the parties have executed this Municipal Option to Purchase Agreement as of the Effective Date first written above.

**Signatures**

SELLER:

KENNETH B. SLAY

\_\_\_\_\_

SUSAN S. SLAY

\_\_\_\_\_

CITY OF FORT MEADE, FLORIDA

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

Name: LeTroy Bell

Title: City Manager (Subject to Commission Approval)

**CITY OF  
FORT MEADE, FLORIDA  
RESOLUTION R2026-14**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 102 BROADWAY STREET WEST, FORT MEADE, FLORIDA, CONSISTENT WITH THE PREVIOUSLY EXECUTED MUNICIPAL OPTION TO PURCHASE AGREEMENT; APPROVING THE FORM OF PURCHASE AND SALE AGREEMENT; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS TO COMPLETE THE PURCHASE; PROVIDING FOR FUNDING FROM THE GENERAL FUND; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fort Meade (“City”) entered into a Municipal Option to Purchase Agreement with Kenneth B. Slay and Susan S. Slay (“Seller”) on March \_\_\_\_, 2026, to secure the exclusive right to purchase the property located at 102 Broadway Street West, Fort Meade, Florida, contingent upon City Commission approval and lawful appropriation of funds; and

**WHEREAS**, the property includes an adjacent parking lot immediately next to City Hall, ensuring continued public access in an area with limited parking and preventing potential loss of public parking if sold to a private party; and

**WHEREAS**, the property will provide additional space for municipal operations, including but not limited to expanded customer service functions, CRA activities, and a potential Business Incubator or Innovation Network Space (BINS) program, serving valid public purposes such as municipal service expansion, economic development, and preservation of public access, all of which constitute valid public purposes; and

**WHEREAS**, the City Manager and Jennifer Noe, Finance \_\_\_\_\_ have represented that sufficient funds are available from the General Fund to complete the purchase and cover all closing costs; and

**WHEREAS**, an independent appraisal has confirmed the fair market value at \$125,000, and estimated closing costs may bring total expenditure to approximately \$145,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing “WHEREAS” clauses are hereby ratified and incorporated herein as legislative findings of the City Commission.

**Section 2. Authorization.** The City Commission hereby finds and determines that acquisition of the property serves a valid public purpose and authorizes the Mayor, or designee, to execute a standard Purchase and Sale Agreement with the Seller, consistent with the terms of the Municipal Option to Purchase Agreement.

**Section 3. Funding.** The purchase price shall be \$125,000, with total costs not to exceed approximately \$145,000, all to be paid from the City General Fund.

**Section 4. Execution of Documents.** The Mayor, City Manager, City Clerk, City Attorney, and other City staff are authorized to execute all documents, including closing documents, and instruments, and take all actions necessary to effectuate the purchase of the property and close on or before July 1, 2026.

**Section 5. Severability.** If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder shall not be affected and shall remain in full force and effect.

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

**PASSED AND ADOPTED** by the City Commission of the City of Fort Meade, Florida, this 10<sup>th</sup> day of March 2026.

\_\_\_\_\_  
Nicole Patterson, Deputy City Clerk

By: \_\_\_\_\_  
Jaret Landon Williams, Mayor

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Markeishia Smith, City Attorney

**Requested by Administration**

**Voted**

Mayor Jaret Landon Williams

Vice Mayor Petrina McCutchen

Commissioner James Watts

Commissioner Matthew Taylor

Commissioner Candice Lott

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CITY OF FORT MEADE, FLORIDA  
STAFF REPORT  
FOR MEETING OF FEBRUARY 10, 2026  
AGENDA ITEM G. 03**

**SUBJECT**

Resolution R2026-15 Authorizing Amendment No. 3 to State Revolving Fund (SRF) Loan Agreement No. WW531121 with the Florida Department of Environmental Protection.

**BACKGROUND**

The City of Fort Meade entered into State Revolving Fund (SRF) Loan Agreement No. WW531121 with the Florida Department of Environmental Protection (FDEP) to finance wastewater system improvements. Construction activities under the project have been completed and the system is currently on-line and functional. However, in order to complete final closeout documentation, City staff, the contractor, and the project engineer require additional time beyond the current agreement deadline. The final closeout will include a final change order to reconcile remaining construction quantities and adjust the overall contract value to zero. This will be the final activity with this contractor and will allow the State to close the construction portion of the project.

To accommodate this closeout process, Amendment No. 3 to SRF Loan Agreement No. WW531121 revises certain terms of the agreement, including rescheduling the project completion milestones and the loan repayment schedule. Under the amended schedule, the City will establish the loan debt service account and begin monthly deposits by August 15, 2026, with the first semiannual loan payment due on February 15, 2027. No increase to the total loan amount is proposed; this amendment is administrative in nature and intended to allow sufficient time for final closeout and regulatory processing.

**FINANCIAL IMPACT**

There is no additional fiscal impact to the City beyond the obligations already established under SRF Loan Agreement No. WW531121. This amendment does not increase the total loan amount; it revises project and repayment scheduling to allow for final closeout.

**FOR COMMISSION CONSIDERATION:**

Approval of Resolution R2026-15, approving Amendment No. 3 to State Revolving Fund Loan Agreement No. WW531121 between the Florida Department of Environmental Protection and the City of Fort Meade, and authorizing the Mayor to execute the amendment and related documents.

**STAFF PRESENTS THE FOLLOWING MOTION FOR COMMISSION  
CONSIDERATION:**

I move to approve Resolution R2026-15, approving Amendment No. 3 to State Revolving Fund Loan Agreement No. WW531121 between the Florida Department of Environmental Protection and the City of Fort Meade, and authorizing the Mayor to execute the amendment and related documents.

**PREPARED BY: Evelyn Guffey, Water and Wastewater Director**  
**DEPARTMENT: City Manager**  
**DATE: February 24, 2026**

Attachment(s):  
Resolution R2026-15 – State Revolving Fund Amendment 3  
Amendment 3 to loan Agreement WW531121

CITY OF  
FORT MEADE, FLORIDA  
RESOLUTION R2026-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, APPROVING AMENDMENT NO. 3 TO STATE REVOLVING FUND (SRF) LOAN AGREEMENT NO. WW531121 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS** the City of Fort Meade ("City") entered into State Revolving Fund (SRF) Loan Agreement No. WW531121 with the Florida Department of Environmental Protection ("FDEP") to finance wastewater system improvements; and

**WHEREAS** construction activities under the project have been completed and the system is on-line and functional, and additional time is required to complete final closeout documentation, including a final change order to reconcile remaining construction quantities and adjust the overall contract value to zero; and

**WHEREAS**, Amendment No. 3 to SRF Loan Agreement No. WW531121 revises certain provisions of the agreement, including rescheduling project milestones and the loan repayment schedule, in order to allow sufficient time for final closeout and regulatory processing; and

**WHEREAS** the City Commission desires to approve Amendment No. 3 to SRF Loan Agreement No. WW531121 and authorize execution of the amendment and related documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:

**Section 1. Approval.** The City Commission hereby approves Amendment No. 3 to State Revolving Fund Loan Agreement No. WW531121 between the Florida Department of Environmental Protection and the City of Fort Meade.

**Section 2. Authorization.** The Mayor, or designee, is hereby authorized to execute Amendment No. 3 to State Revolving Fund Loan Agreement No. WW531121 and any related documents necessary to carry out the purposes of this Resolution.

**Section 3. Conflicts.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional, such portion shall be

CITY OF  
FORT MEADE, FLORIDA  
RESOLUTION R2026-15

deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

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

PASSED AND ADOPTED by the City Commission of the City of Fort Meade, Florida, this 10th day of March 2026.

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Mayor

ATTEST:

---

City Clerk

Approved as to form and legal sufficiency:

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City Attorney

**STATE REVOLVING FUND  
AMENDMENT 3 TO LOAN AGREEMENT WW531121  
CITY OF FORT MEADE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF FORT MEADE, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW531121, as amended; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Section 8.09 of the Agreement is deleted and replaced as follows:

**8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.**

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra>.

2. Section 8.15 of the Agreement is deleted and replaced as follows:

#### 8.15. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

3. Article IX of the Agreement is deleted and replaced as follows:

### ARTICLE IX - CONTRACTS AND INSURANCE

#### 9.01. CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

#### 9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Local Government shall submit the following documents:

- (a) Contractor insurance certifications.
- (b) Executed Contract(s).
- (c) Notices to proceed with construction.

(2) After the Local Government has awarded the professional services contract(s), the Local Government shall submit the following documents:

- (a) Executed Contract(s).
- (b) Professional Services Procurement Certification.

#### 9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

4. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on February 15, 2027, and semiannually thereafter on August 15 and February 15 of each year until all amounts due under the Agreement have been fully paid.

5. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

- (2) Completion of Project construction is scheduled for August 15, 2026.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than August 15, 2026.

(4) The first Semiannual Loan Payment in the amount of \$33,128 shall be due February 15, 2027.

6. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 3 to Loan Agreement WW531121 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for  
**CITY OF FORT MEADE**

\_\_\_\_\_  
Mayor

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Clerk  
SEAL

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

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date



**CITY OF FORT MEADE, FLORIDA  
STAFF REPORT  
COMMISSION MEETING OF MARCH 10, 2026  
AGENDA ITEM H. 01**

**Line of Credit for Multipurpose Building Project**

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**BACKGROUND**

The City of Fort Meade is currently moving forward with the construction of the approved Multipurpose Building project, which is being partially funded through grant assistance. While the grant provides a substantial portion of the project funding, the total project cost exceeds the amount awarded.

To address the funding gap and ensure the timely completion of the project, staff is proposing that the city secure a line of credit in the amount of \$1,300,000. This financing will allow the city to reduce the risk of forfeiting the grant funds due to grant deadlines by providing the necessary funds to cover the remaining project costs not covered by the grant.

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**BUDGETARY IMPACT**

The line of credit will be used solely to cover the shortfall between the total project cost and the grant funding received. Repayment terms, including interest rates and payment schedules, will be determined through the financing agreement with the selected financial institution.

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**RECOMMENDATION**

Staff recommends that the City Commission approve the resolution authorizing the City Manager to obtain a line of credit in the amount of \$1,300,000 to fund the remaining cost of the multipurpose building project.

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**PREPARED BY:** Jennifer Noe Fiscal Specialist & Troy Bell City Manager  
**DEPARTMENT:** Finance Department  
**DATE:** March 03, 2026

CITY OF  
FORT MEADE, FLORIDA  
RESOLUTION R2026-16

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AUTHORIZING A CONTRACT AMENDMENT WITH VOTUM CONSTRUCTION, LLC FOR THE DESIGN-BUILD CONSTRUCTION MANAGER AT RISK CONTRACT FOR THE MULTI-PURPOSE COMMUNITY CENTER / LIBRARY PROJECT; AUTHORIZING THE CITY MANAGER TO APPLY FOR A LINE OF CREDIT WITH CITIZENS BANK; AUTHORIZING THE MAYOR TO EXECUTE RELATED DOCUMENTS; PROVIDING STATUTORY AUTHORITY; PROVIDING FOR CONFLICTS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.**

Statutory Authority: This Resolution is adopted pursuant to the City's home rule powers (§166.021, Florida Statutes) and authority to borrow funds and incur indebtedness for municipal purposes (§166.111, Florida Statutes).

WHEREAS, the City of Fort Meade is the recipient of a \$4,000,000 grant award from Florida Commerce for the design and construction of a Multi-Purpose Community Center / Library; and

WHEREAS, following a competitive solicitation process, the City Commission approved a Design-Build Construction Manager at Risk (CMAR) contract with Votum Construction, LLC, executed by the Mayor on August 25, 2025; and

WHEREAS, the executed contract established a Guaranteed Maximum Price (GMP) of \$3,600,000, with the expectation that the project would be delivered on schedule and within the approved budget; and

WHEREAS, the contractor was required to submit the finalized GMP once design development and construction documents were sufficiently advanced; and

WHEREAS, Votum Construction, LLC submitted a GMP of \$4,501,953.00 representing an increase of \$901,953.00 or approximately 25 percent above the originally approved contract amount; and

WHEREAS, the City retained HME Professionals as the Owner's Representative to assist with project oversight, construction management coordination, cost review, schedule monitoring, and grant compliance; and

WHEREAS, the City Commission desires to authorize a contract amendment with Votum Construction, LLC to increase the total construction contract amount to

CITY OF  
FORT MEADE, FLORIDA  
RESOLUTION R2026-16

\$4,501,953.00 and further desires that the amendment be reviewed by the City Attorney prior to execution by the City Manager; and

**WHEREAS**, the City Attorney has advised that the original contract with Votum Construction, LLC contemplated no increase in construction costs; however, due to external factors, including potential impacts on grant funding and the critical need to maintain project schedule and continuity, City staff and administration recommend pursuing a Line of Credit as a practical financial management strategy rather than initiating litigation to enforce contract terms; and

**WHEREAS**, because the revised construction cost exceeds the originally approved contract amount, the City must ensure sufficient cash flow to support project expenditures and contractor payment schedules; and

**WHEREAS**, the City Commission desires to authorize the City Manager to apply for a Line of Credit in an amount not to exceed \$1,300,000 from Citizens Bank to support project cash flow, strictly for the Multi-Purpose Community Center / Library project; and

**WHEREAS**, the City Manager is authorized to negotiate repayment terms, interest rates, and related conditions, provided the final terms for the Line of Credit are submitted to and approved by the City Commission before execution; and

**WHEREAS**, the City Commission desires to authorize the Mayor to execute all documents related to the contract amendment not to exceed \$4,501,953.00, once reviewed by the City Attorney.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:**

**Section 1. Authorization.** The City Commission hereby approves the contract amendment with Votum Construction, LLC to increase the construction contract amount for the Multi-Purpose Community Center / Library project from \$3,600,000.00 to \$4,501,953.00. The Mayor is hereby authorized to execute all documents necessary to effectuate the contract amendment after the contract amendment has been reviewed by the City Attorney.

**Section 2. Authorization For Line of Credit.** The City Manager is hereby authorized to apply for a Line of Credit with Citizens Bank in an amount not to exceed \$1,300,000 to support project cash flow, strictly for the Multi-Purpose Community

CITY OF  
FORT MEADE, FLORIDA  
RESOLUTION R2026-16

Center / Library project. The City Manager may negotiate repayment terms, interest rates, and related conditions subject to prior approval by the City Commission. The final terms of the Line of Credit must be approved by the City Commission before execution.

**Section 3. General Authority.** The Mayor, City Manager, Deputy Clerk, City Attorney, and other City agents and employees designated by the City Manager are authorized to perform all acts and execute all documents necessary to effectuate the purposes of this Resolution.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or its application, is held invalid or unconstitutional by any court, such portion shall be deemed separate and independent, and such holding shall not affect the validity of the remaining portions.

**Section 5. Scrivener's Errors and Technical Corrections.** The City Manager, Deputy Clerk, City Attorney, and other City agents and employees designated by the City Manager are authorized to correct typographical, numbering, formatting, or other technical or scrivener's errors in this Resolution. Any such corrections shall not affect the validity, enforceability, or intent of this Resolution, and shall not require further action by the City Commission.

**Section 6. Conflicting Resolutions.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Fort Meade, Florida, this 10<sup>th</sup> day of March 2026.

\_\_\_\_\_  
Nicole Patterson, Deputy City Clerk

By: \_\_\_\_\_  
Jaret Landon Williams, Mayor

Approved as to form and legal sufficiency.

CITY OF  
FORT MEADE, FLORIDA  
RESOLUTION R2026-16

\_\_\_\_\_  
Markeishia Smith, City Attorney

<u>Requested by Administration</u>	<u>Voted</u>
Mayor Jaret Williams	_____
Vice Mayor Petrina McCutchen	_____
Commissioner James Watts	_____
Commissioner Matthew Taylor	_____
Commissioner Candice Lott	_____



**CITY OF FORT MEADE, FLORIDA**  
**STAFF REPORT**  
COMMISSION MEETING OF *March 10, 2026*  
AGENDA ITEM H. 02

**ITEM TITLE**

*Resolution Realigning Administrative Departments under the Supervision of the City Manager, creation of the City Manager Department and new Custodial Classification.*

**BACKGROUND**

The City Charter (Ordinance No. 2022-12, approved April 4, 2023) provides that all executive and administrative authority of the City shall be vested in the City Manager. Section 9 of the Charter authorizes the City Manager to manage all departments of the City's business but does not specifically identify those departments by name.

Resolution No. 2025-109 approved by the Commission on October 28, 2025, established standardized departments, to wit it created the following:

- Human Resources and Risk Management Department
- Fire Department
- Finance Department
- **Public Works Department**
- Parks and Recreation Department
- **Utilities Department**
- Community Development Department
- *City Clerk's Office*
- *Library Department*
- *Information Technology (IT) Department*
- *Central Services Department*
- Police Department<sup>1</sup>

The **Bolded** titles above were done incorrectly and did not match the Interim Manager's Previous Org Chart (see attached).

A resolution is thus required to create the "Public Works and Utilities" Department. Though it was shown on the old Org Chart it was not listed accordingly in the Departments created by the Resolution No. 2025-109. This resolution corrects the mis-designation of "Public Works" as a standalone Department and fixes "Utilities" - also incorrectly identified as a standalone Department in Resolution No. 2025-109. This Resolution combines them (as shown in the interim manager's original org chart). This new resolution, and Org Chart by reference, creates the **combined "Public Works and Utilities" department.**

This resolution also **creates** the previously omitted **department of the City Manager** and realigns specific offices and functions to more efficiently operate within the City Manager Department. Each department, division, or office will be directed by the respective Department Director, Division Director, Office Manager or Chief appointed by, and serving, at the pleasure of the City Manager. The attached proposed organizational chart creates the **Department of the City Manager**, it realigns/corrects the *italicized department titles above*, and it identifies and more clearly defines the city's usage of Departments, Divisions, Offices, and various functional operations.

- This action removes the department designation for “City Clerk’s Office” and continues it as an Office under the direction of the City Manager (CM).
- This action removes the department designation for “Central Services” and changes it to the “Internal Services Office” under the direction of the Assistant City Manager (ACM).
- This action removes the department designation for “Information Technology (IT)” and puts the management of this area in Internal Services Office under the ACM’s direction.
- The ACM would have direction over:
  - Internal Services Office: “IT”, “Facilities”, “Fleet”, and newly formed “Policies” function
  - continue to manage the Library as the Office of Library and Library Services, and
  - responsibility for the newly formed Public Relations and Interorganizational Coordination function.
- The new City Manager Department,
  - City Clerk’s Office,
  - CRA,
  - Special Projects, (newly formed)
  - Assistant City Manager Division
  - Administrative Support

This action is designed to solidify and further define the use of the terms - Department, Division, and Office - to give greater structure, longevity, and meaning to the organization through the following definitions and meanings:

- **Department** – An organizational element in direct hierarchy to the Chief Executive Officer consisting of multiple division, offices, or unique functions - or any combination thereof.
- **Division** - An organizational element in direct hierarchy to a Department consisting of multiple offices or unique functions - or any combination thereof.
- **Office** - An organizational element in direct hierarchy to a Division or Department consisting of a minimum of one FTE and a maximum of three FTE’s, and/or unique functions - or any combination FTE’s and unique functions.

The Resolution also authorizes the City Manager to establish classifications and respective positions within commission approved departments during a fiscal year when such action does not increase or negatively impact the budget and it improves organizational workflow, operation functionality, efficiency, and effectiveness. These actions remain in effect until the end of the budget cycle, subject to Commission approval and funding of the roles in subsequent budgets.

**BUDGETARY IMPACT** The fiscal impact associated with adopting this resolution in the short term would continue to reduce costs with the existing vacant positions and better align organizational direction. Further, it formalizes the existing organizational framework realigns organizational functions within skillsets and subject areas and streamlines budgetary cost centers while allowing the City time to reassess roles and positions under **my call for a temporary hiring moratorium** (except emergency hires only). This gives time for us to bring back a recommendation on classification and compensation as required. Future budgetary adjustments, if any, would occur through the regular budget process.

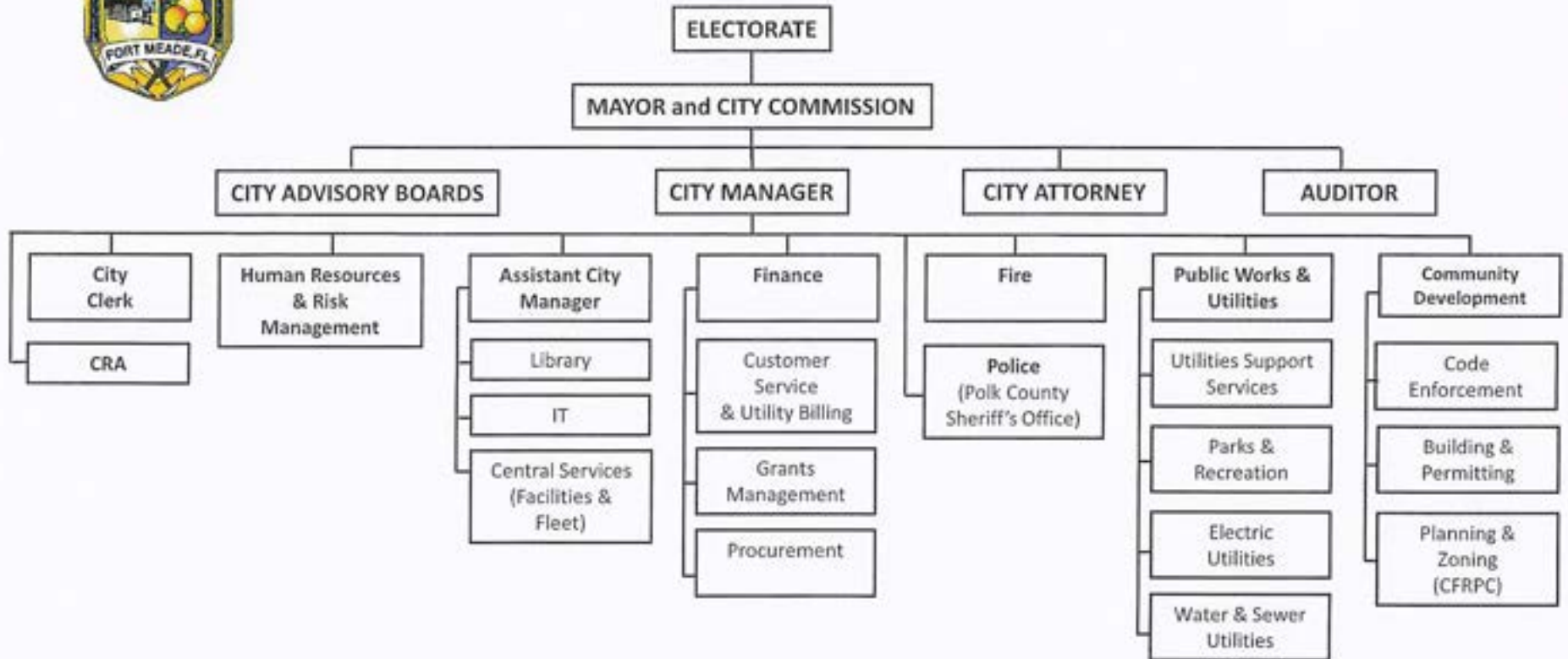
**RECOMMENDATION**

Staff recommends that the City Commission approve Resolution No. 2026-09.

**PREPARED BY:** Troy Bell, ICMA-CM, City Manager, MPA, MS-Finance  
**DEPARTMENT:** City Manager .  
**DATE:** March 3, 2026  
**ATTACHMENT:** Proposed Realigned Org Chart  
 Proposed Resolution No. 2026-09



## Organizational Chart City of Fort Meade



Approved by City Commission  
Date: October 28, 2025

POSITION	EMPLOYEE	POSITION APPROVED BY COMMISSION	
Accounting & Admin Support Specialist	Martin, Olivia M.	N	Not working as Gardner
CRA Manager	Johnson, Lekia	N	
Customer Service & Utility Billing Manager	Douthat, Trevor	N	
Director of HR & Risk Management	Nelson, Gloria	N	Combination not approv
Fiscal Specialist	Noe, Jennifer	N	
Library Services Assistant	Heck, Crystal	N	
Sr. Customer Service Rep/Permit Technician	Bolin, Lisa	N	Combination not approv
Stormwater Inspector	Haag, Donna	N	
Utility Operations & Support Service Mgr	Naranjo, Brittany D.	N	
Gardner	Angulo Rizo, Ana	N	Not working as Gardner
Gardner	Kunberger, Barbara	N	Not working as Gardner
Fire Captain	Emery, Joseph	N/A	
Fire Captain	Galvin, Geoffrey	N/A	
Fire Captain	Lamanna, Jason Thomas	N/A	
Firefighter/EMT (PT)	Heckman, Zachery	N/A	
Sr. Firefighter/EMT	Kinard, Trent	N/A	
Sr. Firefighter/EMT	Vaught, Bradley	N/A	
Assistant City Manager	Wheeler, Amy	Y	
City Manager	Bell, Troy	Y	
Code Enforcement Officer	Mitchell, Jr., Willie	Y	
Customer Service Representative	Chapa, Ashley	Y	
Customer Service Representative	Ortiz Cordero, Jeneliz	Y	
Deputy City Clerk	Patterson, D. Nicole	Y	
Director, Electric (Interim)	Doyle, Steven	Y	
Director, Library	Shortt, Kylie	Y	
Director, Public Works (Interim)	Eiland, Roc	Y	
Director, Water & Sewer	Guffey, Evelyn	Y	
Electric Line Supervisor	Linton, Keith Allen	Y	
Electric Line Worker	Fawley, Seth	Y	
Facilities Maintenance Technician	Davis, Allen	Y	
Firefighter/EMT (Trainee)	Crawford, Joseph	Y	
Lead WW Plant Operator	Smith, Patrick	Y	
Library Clerk	Riera-Perez, Julia	Y	
Line Worker Apprentice IV	Hernandez, Klin	Y	
Line Worker Apprentice IV	Hill, Cody Mark	Y	
Parks Maintenance Lead	Hawthorne, Travis	Y	
Parks Maintenance Worker I	Fisher, Karla	Y	
Parks Maintenance Worker I	Pompey, Michael	Y	
Parks Maintenance Worker II	Roberts, Amanda	Y	
Senior Electric Line Worker	Cruz, Jose	Y	
Senior Electric Line Worker	Grimsley, Derek	Y	
Sr. Electric Line Worker	Holt, Kenneth	Y	
Stormwater Maintenance Worker I	Oneal, Gary	Y	
Streets Crew Leader	Vargas Rodriguez, Jose	Y	
Streets Maintenance Worker I	O'Donnell, Andrew	Y	
W/WW Maintenance Worker III	Gunter, Keith	Y	
W/WW Maintenance Worker III	Mcvey, Justin Quinn	Y	
Water & Sewer Maintenance Worker I	Wilson, John	Y	
WW Plant Operator Trainee	Beasley, Zackary	Y	

**RESOLUTION NO. 2026-17**

**A RESOLUTION OF THE CITY OF FORT MEADE, FLORIDA, ESTABLISHING ADMINISTRATIVE DEPARTMENTS UNDER THE SUPERVISION OF THE CITY MANAGER; CREATING CLASSIFICATIONS; PROVIDING CLARITY FOR ORGANIZATIONAL STRUCTURE AND RESPONSIBILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article II, Section 5 of the City Charter establishes the City of Fort Meade under the Commission-Manager form of government; and

**WHEREAS**, Section 9 of the City Charter vests in the City Manager the authority to manage the departments and business of the City; and

**WHEREAS**, the City Commission of Fort Meade desires to formally recognize and establish the administrative departments necessary for the efficient and effective delivery of municipal services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:**

**Section 1. CREATION OF DEPARTMENTS.**

Pursuant to the City Charter and the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, the following departments are hereby established. Each department shall operate under the direction and supervision of the City Manager and shall perform such duties as may be prescribed by the Charter, City ordinance, administrative policy, or the City Manager.

- 1. Human Resources and Risk Management Department** - Responsible for personnel administration, recruitment, training, employee relations, benefits, classification and compensation, and City-wide risk management.
- 2. Fire Department** - Responsible for fire suppression, prevention, inspection, emergency response, and life-safety education.
- 3. Finance Department** - Responsible for accounting, budgeting, purchasing, payroll, debt management, billing, collection, capital asset management, grants management and financial reporting.
- 4. Public Works Department- Dissolved as a standalone department. And responsibilities for streets, stormwater management, sanitation, and other public infrastructure maintenance and operations are transferred to operate under item 6. "Public Works and Utilities Department".**

1 Though the city currently contracts with the Polk County Sheriff's Office for law enforcement, this department identification is included as an organizational placeholder for any future re-establishment of the Fort Meade Police

5. **Parks and Recreation Department-** Responsible for maintenance and operation of City parks, recreation facilities, and community programming.

6. **Public Works and Utilities Department** – Newly designated department under this resolution, responsible for streets, stormwater management, sanitation, other public infrastructure maintenance and operations. the City's water, wastewater, and electric systems, including maintenance, operations, and customer service functions.

7. **Community Development Department** – At such time as it is budgetarily funded, responsible for planning, zoning, building permitting, code enforcement, economic development, and coordination with the Community Redevelopment Agency (CRA).

8. **City Clerk's Office - will no longer be designated as a department but will continue as an Office of the City Managers Department with Responsibility** for maintaining official City records, minutes, ordinances, and resolutions; attesting to official documents; managing elections; and supporting the City Commission.

9. **Library Department- will no longer be designated as a department but will continue as Office of Library and Library Services** with responsibility for library services, literacy programs, and community educational initiatives.

10. **Information Technology (IT) Department** – will no longer be designated as a department, but will continue to be responsible for management, security, and maintenance of the City's information systems, technology infrastructure, digital services, data storage, connectivity, and telecommunications systems.

11. **Central Services Department** – Shall be renamed “Internal Services Office”. Shall no longer be designated as a Department but this Office will continue to be responsible for the management and maintenance of City facilities, Fleet services, Policies, as well as Information Technology (IT), and those other internal support functions as assigned by the City Manager.

12. **Police Department<sup>1</sup>** - Responsible for law enforcement, crime prevention, and protection of life and property within the City.

## **Section 2. CREATION OF CLASSIFICATIONS WITHIN APPROVED DEPARTMENTS.**

Pursuant to the City Charter and the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, and Sections 8, 9(1f), 11 and 12 of the City Charter, the City Manager, in consultation with the Finance Director and within Departments approved by the City Commission, shall be authorized in a specific fiscal year to establish positions and respective classifications for the purpose of the more efficient and effective operation of the city only when such actions do not increase or negatively impact the approved budget.

## **Section 3. ADMINISTRATION.**

<sup>1</sup> Though the city currently contracts with the Polk County Sheriff's Office for law enforcement, this department identification is included as an organizational placeholder for any future re-establishment of the Fort Meade Police

Each department, division, or office will be directed by the respective Department Director, Division Director, Office Manager or Chief appointed by, and serving, at the pleasure of the City Manager. The City Manager may assign additional functions or realign Divisions and Offices as necessary for efficient administration, consistent with the City Charter and applicable ordinances. In such cases, including those where Commission approval is not required, the City Manager, within a reasonable timeframe, will provide staff and commission with a revised organization chart clearly identifying the changes made.

**Section 4. REORGANIZATION AUTHORITY.**

Subject to Commission approval by resolution, the City Manager may recommend to the City Commission such organizational changes as may be necessary for efficient operation in the event such actions anticipate an overall increase in the budget, including consolidation, the addition or deletion of roles, or reallocating or renaming of departments.

**Section 5. SEVERABILITY.**

If any provision of this resolution is held invalid, the remainder shall not be affected.

**Section 6. CONFLICTING RESOLUTIONS.**

That all resolutions made in conflict with this resolution are hereby repealed.

**Section 7. EFFECTIVE DATE.**

This Resolution shall become effective immediately upon adoption.

**PASSED and ADOPTED** by the City Commission of the City of Fort Meade, Florida, this 10th day of March 2026.

\_\_\_\_\_  
Nicole Patterson, Deputy City Clerk

By: \_\_\_\_\_  
Jaret Landon Williams, Mayor

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

\_\_\_\_\_  
Markeishia Smith, City Attorney

1 Though the city currently contracts with the Polk County Sheriff's Office for law enforcement, this department identification is included as an organizational placeholder for any future re-establishment of the Fort Meade Police

**Requested by Administration**

**Voted**

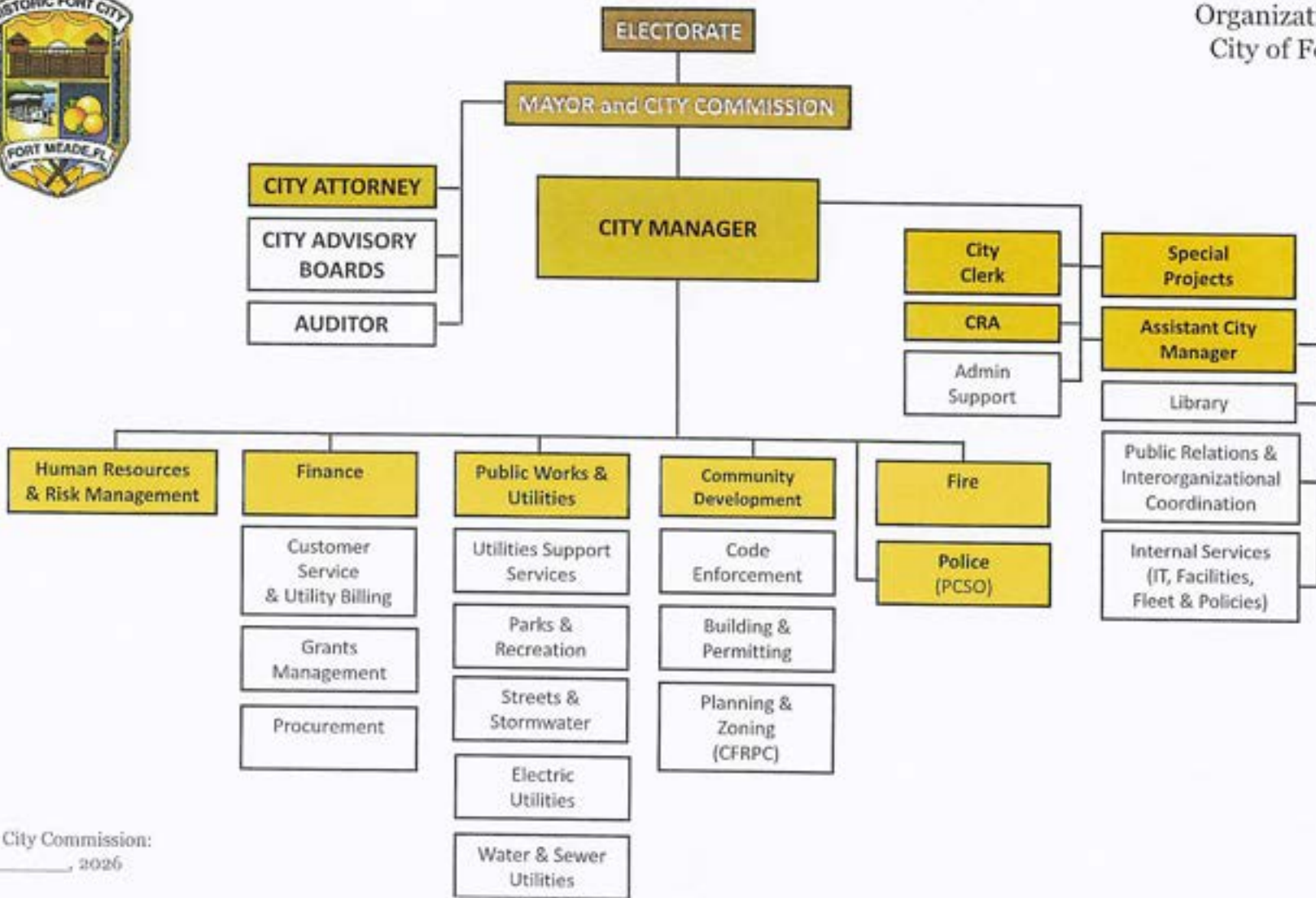
Mayor Jaret Landon Williams  
Vice Mayor Petrina McCutchen  
Commissioner Matthew Taylor  
Commissioner Candice Lot  
Commissioner James Watts

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> Though the city currently contracts with the Polk County Sheriff's Office for law enforcement, this department identification is included as an organizational placeholder for any future re-establishment of the Fort Meade Police



Organizational Chart  
City of Fort Meade



Approved by City Commission:  
\_\_\_\_\_, 2026



FORT MEADE CITY COMMISSION  
WORKSHOP  
THURSDAY, MARCH 5, 2026  
5:00 P.M  
COMMISSION CHAMBERS, CITY HALL  
8 W. BROADWAY ST.  
FORT MEADE, FLORIDA 33841  
[www.youtube.com/@cityoffortmeade](http://www.youtube.com/@cityoffortmeade)

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AGENDA

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- A. CALL TO ORDER
- B. ROLL CALL – CITY CLERK
- C. NEW BUSINESS –
  - I. Rules of Conduct for City Commission
- D. ADJOURNMENT:

**NOTE:** *If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. §286.0105)*

RESOLUTION NO. 2024-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, ESTABLISHING CITY COMMISSION RULES OF PROCEDURE FOR "CITY COMMISSION MEETINGS GENERALLY;" AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Meade, Florida ("City Commission") desires to establish Rules of Procedures for the smooth operation of its meetings; and

WHEREAS, the City Commission finds that establishing certain rules will allow City Commission meetings to operate more effectively and efficiently; and

WHEREAS, the City Commission finds that it is in the best interests of the City to adopt the rules outlined herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:

Section 1. The Rules of Procedure for conducting City of Fort Meade meetings are as follows:

City commission meetings generally.

(a) *Ground rules for decorum regarding members of the city commission.* The following shall constitute the guidelines for decorum to be adhered to by members of the City Commission in their respective roles as elected public officers of the City:

- (1) Members of the city commission shall:
  - A. each conducts themselves with dignity; and
  - B. agree to disagree with each other; and
  - C. show respect for the points of view of other members of the city commission.
- (2) Members of the city commission shall not:

- A. falsely accuse another member of the city commission of wrongdoing;
- B. criticize each other in a rancorous or unprofessional manner;
- C. make personal attacks on another member of the city commission;  
or
- D. individually act without the support of the city commission.

(b) *Procedures and Scope.*

(1) The City Commission is permitted, by Florida law, to determine its own rules of procedure. Unless otherwise set forth herein, all municipal meetings shall be conducted in accordance with the procedural requirements as established by Robert's Rules of Order, said rules of order being incorporated into this section by reference.

(2) The City Commission, City Manager, City Clerk, and the public shall be governed by the terms, conditions, and provisions of this section as the basis and framework for procedures of the City Commission.

(3) Members of the City Commission and other public officers attending or participating in any regular or special meeting of the City Commission shall abide by the standards of conduct and values set forth by to Code of Ethics for Public Officers to be established by the Commission.

(c) *Agenda.* Unless otherwise set forth herein, City Commissioners may place items on a Commission agenda by delivering the item to the City Clerk no later than 5:00 p.m. on the Wednesday that precedes the Commission Meeting the item will be considered by the City Commission. A portion of each regular commission agenda may be set aside for discussion of future agenda items. All agenda items must be reviewed by the City Attorney for legal sufficiency prior to being published.

The City Manager and City Attorney may place items on the City Commission agenda for its consideration and vote, without a vote of the City Commission consideration, if the item involves the regular business and administration for smooth operations of the City.

(d) *Duties and responsibilities of Mayor.*

(1) The Mayor shall be the presiding officer at any regular or special meeting of the City Commission and shall only introduce agenda items by the agenda item number and the brief title as listed on the Commission agenda with no further explanation or comment. Thereafter, the Mayor or presiding officer may call on the City Attorney and the City Manager or his or her designee shall

furnish a brief explanation of the item under consideration. The item shall then be opened for public hearing, if applicable, or discussion by the City Commission as required for the particular item under the time limits imposed by this section.

(2) Any comments or questions by the public shall be directed to the Mayor or presiding officer. Members of the City Commission shall direct all comments and questions on the subject matter being discussed to the mayor or presiding officer only and shall not engage in cross conversations with other members of the public or direct any questions to other members of the City Commission or to the public. The Mayor or presiding officer shall not unreasonably withhold or delay recognition of any member of the city commission desiring to speak. The Mayor or presiding officer shall recognize other members of the City Commission in rotation and not call on any member a second and subsequent time until such time as all members of the City Commission shall have had the opportunity to speak.

(3) If the Mayor or presiding officer desires to participate in a discussion, he or she shall do so only when the speaking member of the City Commission has relinquished the floor. The Mayor or presiding officer shall not interrupt a speaking member of the City Commission for the purpose of comment other than to move the discussion forward.

(4) The Mayor or presiding officer shall not use his or her power as chair to dominate debate or discussion, nor shall the Mayor or presiding officer unreasonably cut short or prolong any debate, discussion, or taking of a vote.

(5) Motions to change the order of business shall require a majority vote of the City Commission.

(6) The Mayor or presiding officer, in consultation with the City Attorney, shall make rulings on parliamentary procedure. At least three (3) votes of members of the City Commission is required to overrule the Mayor or presiding officer on rulings of parliamentary procedure.

(7) The Mayor or presiding officer may, during City Commission proceedings, request that the city commission move on to the next item on the meeting agenda by voting or otherwise.

(e) *Time of meetings.* All regularly scheduled meetings of the City Commission shall begin no later than 6:00 p.m., and shall end no later than 9:00 p.m. Any items remaining on the agenda shall be placed under Old Business for the next Commission agenda. In setting matters over to the next meeting or a special meeting, the City Clerk is directed

to take into consideration all notice provisions relative to municipal ordinances and, specifically, Florida Statutes, Section 166.041.

(f) *City Commission discussion.*

(1) Discussion by a member of the City Commission shall not be limited, unless a motion to limit debate is made and adopted. Each member of the City Commission shall be afforded the opportunity to offer rebuttal to each item discussed. A motion to limit debate shall take precedence over all motions, except a motion to adjourn, a point of order, or a motion to table.

(2) Each member of the City Commission and the public who desires to speak shall address the mayor or presiding officer, and upon recognition by the mayor or presiding officer, shall confine himself or herself to the issues under debate, avoiding all personalities and indecorous language.

(3) Members of the City Commission shall not interrupt anyone who has the floor, unless it is to call the meeting to order, or as otherwise provided in this section. If a member of the City Commission desires to direct questions to another member of the City Commission or the public, the questions shall be directed to the Mayor or presiding officer who in turn will recognize the individual who wishes to answer the specific question.

(4) While the City Commission is in session, members of the City Commission and the public present at the meeting shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the City Commission. There shall be no audience outburst and disruptive conversation from members of the public.

(g) *Citizen's Rights*

(1) **Right to be Heard:** Members of the public shall be given a reasonable opportunity to be heard on agenda items except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:

i. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Commission to act.

ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

iii. A meeting that is exempt from Section 286.011, Florida Statutes; or

iv. A meeting during which the City Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

(h) *Manner of Addressing the Commission - Time Limit:* Each person addressing the Commission shall sign in with the City Clerk no later than 6:35 PM. Persons shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Commission, shall limit his/her address to three (3) minutes. All remarks shall be addressed to the Commission as a body, and not to any member thereof. No person, other than members of the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Commission. When requested by any member of the City Commission, City Manager, City Attorney, as well as staff members, may enter into any discussion. No questions shall be asked the Commissioners, except through the Mayor or presiding officer. The City Manger and City Attorney may ask the Mayor or presiding officer for permission to speak at any time. Questions regarding day-to-day operations of the City should be directed to the City Manager for an answer at a later time.

i) *Personal and Slanderous Remarks:* Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous, while addressing the City Commission may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the City Commission at the meeting from which ejected.

(j) *Freedom of Expression.* Nothing herein shall be construed to limit any member of the public from expressing their opinions outside of a public meeting.

(k) *Application to City boards.* All references in this section to "City Commission" shall also mean the various city boards provided for in this code or created by the City Commission.

(l) *Special meetings.* Special meetings of the governing body shall be called solely for specific and stated purposes only. It is the intention of the City Commission that no items shall be added to a special meeting agenda other than those items for which the meeting was called.

(m) *Quorum and dismissal from City boards/committees.* The majority of the voting members present at any Board/Committee meeting shall constitute a quorum to conduct business. Board/ Committee members shall be removed from a board/committee for missing <sup>\*</sup>three (3) consecutive committee meetings or four (4) total meetings during any fiscal year, unless due to illness or excused by a vote of the City Commission.

Board/Committee members shall serve at the pleasure of the commission and may be suspended and removed for other just cause. Any committee/board member who becomes a candidate for public elective office, or becomes an employee of City, shall automatically forfeit committee membership status.

**Section 2. The following shall be the "Order of Business" for City Commission Meetings held by the City of Fort Meade:**

**Order of Business.**

The following order of business shall be observed:

- a. Call to Order
- b. Roll Call - City Clerk
- c. Invocation and Pledge to the Flag
- d. Additions and/or Deletions (additions of emergency nature from City Manager)
- e. Proclamations/Presentations/Awards/Reports, if any
- f. Public Forum: Citizen Comments - (3 Minutes);
- g. Approval of minutes;
- h. Consent agenda (one vote on all items unless pulled from agenda); Resolution(s)
- i. Ordinance(s);
- j. Public hearings, if any;
- k. Report of the Mayor;
- l. Report of the City Manager;
- m. Report of the City Attorney;
- n. Old business (discussion of matters held over from last meeting, if any)
- o. Future Agenda Items of Commissioners, if any.
- p. For the Good Of The Order (limited to events, feel good announcements only)
- q. Adjourn.

At all special meetings, the regular order shall be dispensed with after the roll call with the exception of public comment which shall be three (3) minutes per person on agenda items only.

**Section 3. City Commissioners' votes recorded on ordinances and resolutions.**

Each City Commissioner's vote shall be recorded on all ordinances and resolutions presented to the city commission.

**Section 4. Votes required to pass resolutions.\***

A minimum of three (3) votes in favor of a resolution is required to effect passage of the resolution.

*\* See Charter  
Sec. 26*

**Section 5. Public hearings.**

It is the intent of this provision to provide citizens of the City of Fort Meade with the opportunity to comment on proposed ordinances. Public hearings shall be held at the second reading of the ordinance, except as otherwise provided by law.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption hereof.

PASSED and ADOPTED this 13<sup>th</sup> day of February 2024.

Petrina McCutchen  
Petrina McCutchen, Mayor

ATTEST  
Melissa Cannon  
Melissa Cannon, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Austin Pamies Norris Weeks Powell  
Austin Pamies Norris Weeks Powell, PLLC,  
City Attorney

Moved By: Williams  
Seconded By: Berrien

Vote:

Commissioner Schail	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Watts	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Williams	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Berrien	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Mayor McCutchen	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

**CITY OF FORT MEADE, FLORIDA  
PROPOSED  
RULES OF PROCEDURE FOR THE CITY COMMISSION**

**SECTION 1: AUTHORITY, PURPOSE, AND INTERPRETATION**

**1.1 Authority.** These Rules of Procedure are adopted pursuant to the authority granted by the Charter of the City of Fort Meade, Florida, and Chapter 166, Florida Statutes.

**1.2 Purpose.** To establish a clear and orderly process for conducting City Commission meetings, to ensure public access and participation, to define the duties of officials, and to promote the efficient and professional transaction of municipal business.

**1.3 Interpretation and Enforcement.** The City Commission is the sole judge and enforcer of these Rules. Failure to strictly observe any rule shall not invalidate an action that otherwise comports with due process.

**1.4 Parliamentary Authority.** \*Robert's Rules of Order, Newly Revised\* (current edition) (RRO, NR-CE, ) shall guide proceedings in all cases not provided for by these Rules, the City Charter, or applicable law.

**1.5 Supersession and Amendment.** These Rules supersede all prior rules governing Commission procedure. They may be amended by a majority vote of the full Commission at a regularly scheduled meeting, provided the proposed amendment has been placed on the agenda.

**SECTION 2: OFFICERS AND THEIR DUTIES**

**2.1 Mayor.**

**2.1.1 Presiding Officer:** The Mayor shall preside at all meetings of the City Commission. In the Mayor's absence, the Vice Mayor shall preside. In the absence of both, the members present shall elect a presiding officer until such time as either the Mayor or in the continued absence of the Mayor, the Vice Mayor, is present.

**2.1.2 Duties:** The Mayor shall preserve order and decorum, state and put questions to a vote, announce decisions, rule on points of order (subject to appeal to the Commission), regulate debate, and enforce these Rules. In accordance with RRO,NR-CE, the Mayor may make motions, second motions, debate, and vote on all matters. Appoint commissioners to city committees as appropriate and committees commissioners represent the city.

**2.1.3 Authority to Recess/Adjourn:** The Mayor may recess or adjourn a meeting to restore order, or choose to do so upon the request of any Commissioner.

**2.2 Vice Mayor.** The Vice Mayor, elected annually by the Commission, shall perform the duties of the Mayor in the Mayor's absence.

2.3 City Manager. The City Manager is the chief administrative officer, responsible for implementing Commission policy, managing the day-to-day operations of the City, preparing the agenda in consultation with the Mayor, and providing reports and recommendations.

2.4 City Attorney. The City Attorney serves as the Commission's legal advisor and parliamentarian, attends meetings as required, and provides counsel on procedural and substantive matters.

2.5 City Clerk.

2.5.1 Record Keeping: The City Clerk (or their designee) shall serve as clerk of the Commission, preparing and maintaining minutes, agendas, and all official records of the City Commission and City organization.

2.5.2 Notice: The Clerk is responsible for providing all legally required public notices of meetings and public hearings.

2.5.3 Agenda Packet: The Clerk shall compile and distribute the agenda packet to Commissioners and the public as required by these Rules and law.

2.5.4 The Clerk, or their designee, shall serve as the point of contact for all public records requests.

### SECTION 3: MEETINGS

3.1 Regular Meetings. The Commission shall hold regular meetings at least once per month on a day and time established by the City Charter. The schedule shall be posted on the City website.

3.2 Special Meetings. Special Meetings may be called by the Mayor, by a request of a majority of the Commission, or the City Manager. Written notice specifying the time, place, and agenda must be delivered to each Commissioner and posted publicly at least 24 hours in advance of the meeting. Only business stated in the agenda notice may be transacted.

3.3 Workshop Meetings. Workshop Meetings may be called by the Mayor, by a request of a majority of the Commission, or the City Manager for informational discussion, study, or briefing on specific topics. No formal legislative action shall be taken, except to give direction to staff or to place items on a future agenda. Public comment may be limited to the workshop topic or prohibited, as determined when the workshop is scheduled.

3.4 Executive Sessions. The Commission may meet in closed session only as expressly permitted by Florida law (e.g., pending litigation under F.S. § 286.011(8), collective bargaining). The statutory reason for the closed session must be cited in a motion and recorded in the minutes.

3.5 Quorum. A majority of the seated members of the City Commission shall constitute a quorum. No official business may be conducted without a quorum.

3.7 Remote Participation (Video-Conferencing). A Councilmember may participate remotely due to extraordinary circumstances, provided the Commissioner notifies the City Manager or presiding officer as soon as reasonably practicable prior to meeting. Remote participation shall be documented in the meeting record and conducted in a manner that preserves full public transparency and voting integrity.

#### SECTION 4: AGENDA PROCEDURES

4.1 Agenda Preparation. The City Manager, in consultation with the Mayor, shall prepare the agenda. Any Commissioner may request an item be placed on the agenda by submitting it to the City Manager by the City Manager's stated and published deadline. The Mayor only has final approval of the agenda format and order.

4.2 Agenda Packet Contents. Departments submitting agenda items shall provide a staff report including:

A clear Statement of the Issue.

A concise Recommended Action and justification.

A Fiscal Impact statement (revenues/expenses, short/long-term).

Background/Analysis, including feasible options with pros/cons.

Relevant attachments (maps, charts, contracts).

4.3 Agenda Deadlines & Distribution.

Deadline for Commissioner items for regular meetings: 9 days prior to the meeting.

The complete agenda packet shall be electronically distributed to Commissioners and posted on the City website at least 5 days before a regular meeting when possible.

4.4 Agenda Format. The order of business for regular meetings shall generally follow:

- A. Proclamations/Presentations/Recognitions
- B. Call to Order
- C. Roll Call
- D. Invocation & Pledge of Allegiance
- E. Additions and/or Deletions Changes to Consent Agenda, Approval of Agenda
- F. Public Forum (on non-agenda items)
- G. Approval of Minutes
- H. Consent Agenda
- I. Public Hearings
- J. Old Business
- K. New Business
- L. Resolutions
- M. Ordinances
- N. Report of the City Manager
- O. Report of the City Attorney
- P. Report of the Mayor and Commissioners

- Q. Future Agenda Items
- R. For the Good of the Order
- S. Adjournment

4.5 Consent Agenda. Routine, non-controversial items may be placed on a Consent Agenda for a single vote. Any Commissioner or member of the public may request an item be removed during Section E. for separate discussion. Items removed from the Consent Agenda are placed in their respective sections of the Agenda (Resolutions, Ordinances) and are considered their respective time after the Consent Agenda vote.

4.6 Adding/Removing Items. After the agenda is published, items may be added only for emergencies, matters affecting public safety, or urgent time-sensitive matters of major significance, by the City Manager or by a majority vote of the Commission.

4.7 Time Certain. Items may be set to be heard at a time certain during a commission meeting or for a future meeting by a majority vote of the commission.

## SECTION 5: CONDUCT OF BUSINESS AND VOTING

5.1 Presiding Officer's Control. The Mayor controls recognition, the flow of debate, and may rule speakers out of order.

5.2 Motions and Seconds. An item is brought before the Commission by a motion, which requires a second before debate. If no motion is made and seconded, the item fails to be considered for lack of action.

5.3 Rules of Debate.

Recognition: Members must be recognized by the Mayor before speaking.

Time Limits: Debate may be limited to one comment per commissioner.

Sequence: The maker of the motion speaks first. No member may speak a second time until all members wishing to speak have had a first opportunity.

Relevance: Debate must be confined to the pending question.

Decorum: Personal remarks, discourteous conduct, or impugning of motives is prohibited.

5.4 Voting.

Roll Call Required: Votes on all ordinances, resolutions, and upon request of any member shall be by roll call and recorded in the minutes.

Majority Rule: An affirmative vote of a majority of the members present and voting is required to pass a motion, unless law or charter requires a supermajority.

Abstentions & Conflicts: Members must vote unless they have a legally declared conflict of interest under F.S. § 112.3143. A member declaring a conflict must state the nature of the interest and abstain.

Tie Vote: A tie vote results in the failure of the motion without prejudice.

5.5 Reconsideration. Unless a motion receives a tie vote, A motion to reconsider a vote may be made only by a member who voted on the prevailing side and must be made at the same meeting or the next regular meeting. A motion that fails to receive a second can be remade at anytime.

## SECTION 6: PUBLIC PARTICIPATION AND DECORUM

6.1 General Right to Be Heard. The public shall be given a reasonable opportunity to be heard on matters before the Commission takes final action, consistent with F.S. § 286.0114.

6.2 Public Forum (Non-Agenda Items). A period shall be set aside near the beginning of each regular meeting for comment on items not on the agenda. Speakers shall limit comments to 2 minutes.

6.3 Comment on Agenda Items. The public may speak on each agenda item when it is considered after a motion is properly made and seconded and prior to Commission debate on the item. Speakers shall limit comments to 3 minutes per item.

### 6.4 Public Hearing Procedures.

Legislative Hearings follow a standard format: staff presentation, public comment, Commission discussion, vote.

Quasi-Judicial Hearings: Require a stricter procedure:

1. Explanation of quasi-judicial process and swearing in of witnesses.
2. Disclosure of any *ex parte* communications by Commissioners.
3. Staff presentation.
4. Applicant presentation.
5. Public comment (supporters/opponents).
6. Applicant rebuttal.
7. Commission deliberation and vote based solely on evidence in the record.

Time limits for presentations shall be specified in the agenda or announced by the Mayor.

### 6.5 Rules for Speakers.

Sign-Up: Speakers during the public forum (for items **not on the agenda**) portion of regular meetings must sign the public forum speakers form provided by the Clerk before 6:05 p.m. on the day of the regular meeting regardless of the actual start time of the meeting. Speakers who wish to speak on specific items on the agenda must sign the agenda item speakers form and identify which item they would like to address so that they can be acknowledged after the item is motioned and seconded before that item is addressed.

Identification: Speakers must state their name and address for the record.

Addressing the Commission Body: Comments shall be directed to the Commission as a body, **not to individual members, staff, or the public.**

Written Comments: Members of the public may submit written comments to the City Clerk 24 hours before the meeting for distribution to the Commission and inclusion in the record.

#### 6.6 Decorum and Disruptive Conduct.

All persons attending meetings shall maintain order and decorum.

Prohibited Conduct Includes: Disruptive noise, including applause, booing, and shouting; general personal attacks; attacks on staff or the City Manager; profane or threatening language; signs that block views or cause disruption; failure to comply with lawful orders of the Mayor.

Enforcement: The Mayor shall warn any person disrupting the meeting. If the disruption continues, the Mayor may order the person removed from the meeting by law enforcement.

Disorderly conduct may result in arrest under F.S. § 871.01.

6.7 Security. The City may implement security screening. Weapons (except as permitted by law) are prohibited in Commission Chambers.

### SECTION 7: MISCELLANEOUS PROVISIONS

7.1 Use of Commission Chambers. The primary use of the Chambers is for official City meetings. Other uses may be permitted by the City Manager for governmental or community events, but not for private (unless space is independently rented), for-profit, or political campaign events.

7.2 Minutes. The City Clerk shall prepare summary minutes reflecting all official actions (motions, votes). Unless in case of extenuating circumstances, minutes shall be approved at the next regular meeting and posted on the City website.

7.3 Suspension of Rules. Any rule may be temporarily suspended for a specific purpose by an affirmative vote of at least 4 members of the Commission.

7.4 Effective Date. These Rules shall be effective immediately upon adoption by resolution of the Fort Meade City Commission.

**CITY OF  
FORT MEADE, FLORIDA  
RESOLUTION R2026- 18**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, ADOPTING RULES OF PROCEDURE FOR THE CONDUCT OF CITY COMMISSION MEETINGS; PROVIDING FOR AUTHORITY, OFFICERS AND THEIR DUTIES, MEETINGS, AGENDA PROCEDURES, CONDUCT OF BUSINESS, PUBLIC PARTICIPATION AND DECORUM; PROVIDING FOR SUPERSESSION, AMENDMENT, AND ENFORCEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fort Meade operates pursuant to its City Charter and Chapter 166, Florida Statutes; and

**WHEREAS**, the City Commission desires to establish clear, orderly, and transparent procedures for the conduct of City Commission meetings to ensure efficiency, professionalism, and public participation; and

**WHEREAS**, the City Commission finds that adopting formal Rules of Procedure promotes fairness, consistency, and compliance with applicable law;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, THAT:**

**SECTION 1. ADOPTION OF RULES OF PROCEDURE.**

The City Commission hereby adopts the Rules of Procedure for the City Commission of the City of Fort Meade, Florida, attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

**SECTION 2. RULES OF PROCEDURE.**

**SECTION 1: AUTHORITY, PURPOSE, AND INTERPRETATION**

**1.1 Authority.**

These Rules of Procedure are adopted pursuant to the authority granted by the Charter of the City of Fort Meade, Florida, and Chapter 166, Florida Statutes.

**1.2 Purpose.**

To establish a clear and orderly process for conducting City Commission meetings, ensure public access and participation, define the duties of officials, and promote the efficient and professional transaction of municipal business.

### **1.3 Interpretation and Enforcement.**

The City Commission is the sole judge and enforcer of these Rules. Failure to strictly observe any rule shall not invalidate an action that otherwise comports with due process.

### **1.4 Parliamentary Authority.**

*Robert's Rules of Order, Newly Revised* (current edition) shall guide proceedings in all cases not provided for by these Rules, the City Charter, or applicable law.

### **1.5 Supersession and Amendment.**

These Rules supersede all prior rules governing Commission procedure. They may be amended by a majority vote of the full Commission at a regularly scheduled meeting, provided the proposed amendment has been placed on the agenda.

## **SECTION 2: OFFICERS AND THEIR DUTIES**

### **2.1 Mayor.**

#### **2.1.1 Presiding Officer.**

The Mayor shall preside at all meetings of the City Commission. In the Mayor's absence, the Vice Mayor shall preside. In the absence of both, the members present shall elect a presiding officer until such time as either the Mayor, or in the continued absence of the Mayor, the Vice Mayor, is present.

#### **2.1.2 Duties.**

The Mayor shall preserve order and decorum, state and put questions to a vote, announce decisions, rule on points of order (subject to appeal to the Commission), regulate debate, and enforce these Rules. In accordance with *Robert's Rules of Order, Newly Revised*, the Mayor may make motions, second motions, debate, and vote on all matters.

#### **2.1.3 Authority to Recess or Adjourn.**

The Mayor may recess or adjourn a meeting to restore order, or upon the request of any Commissioner.

### **2.2 Vice Mayor.**

The Vice Mayor, elected annually by the Commission, shall perform the duties of the Mayor in the Mayor's absence.

### **2.3 City Manager.**

The City Manager is the chief administrative officer responsible for implementing Commission policy, managing the day-to-day operations of the City, preparing the agenda in consultation with the Mayor, and providing reports and recommendations.

### **2.4 City Attorney.**

The City Attorney serves as the Commission's legal advisor and parliamentarian, attends meetings as required, and provides counsel on procedural and substantive matters.

### **2.5 City Clerk.**

#### **2.5.1 Record Keeping.**

The City Clerk, or designee, shall serve as Clerk of the Commission and maintain minutes, agendas, and official records.

#### **2.5.2 Notice.**

The Clerk shall provide all legally required public notices of meetings and public hearings.

#### **2.5.3 Agenda Packet.**

The Clerk shall compile and distribute agenda packets as required by these Rules and law.

#### **2.5.4 Public Records.**

The Clerk shall serve as the point of contact for public records requests.

### **SECTION 3: MEETINGS**

#### **3.1 Regular Meetings.**

The Commission shall hold regular meetings at least once per month on a day and time established by the City Charter. The schedule shall be posted on the City website.

#### **3.2 Special Meetings.**

Special meetings may be called by the Mayor, a majority of the Commission, or the City Manager. Written notice specifying the time, place, and agenda shall be provided at least 24 hours in advance. Only noticed business may be transacted.

#### **3.3 Workshop Meetings.**

Workshops may be held for discussion or briefing purposes. No formal legislative action shall be taken, except to provide direction to staff or place items on a future agenda.

#### **3.4 Executive Sessions.**

Closed sessions may occur only as permitted by Florida law. The statutory authority shall be stated in the motion and recorded in the minutes.

#### **3.5 Quorum.**

A majority of seated Commissioners constitutes a quorum.

#### **3.6 Remote Participation.**

Commissioners may participate remotely only due to extraordinary circumstances and with prior approval of the Mayor or a majority of the Commission. The remote member must be audible and visible to the public and other Commissioners.

### **SECTION 4: AGENDA PROCEDURES**

Agenda preparation, packet contents, deadlines, format, consent agenda, additions/removals, and time-certain items are adopted exactly as provided in Exhibit "A".

**SECTION 5: CONDUCT OF BUSINESS AND VOTING**

Motions, debate rules, voting requirements, conflicts, tie votes, and reconsideration procedures are adopted as provided.

**SECTION 6: PUBLIC PARTICIPATION AND DECORUM**

Public comment rights, hearing procedures, speaker rules, decorum enforcement, and security provisions are adopted as provided.

**SECTION 7: MISCELLANEOUS PROVISIONS**

**7.1 Use of Commission Chambers.**

**7.2 Minutes.**

**7.3 Suspension of Rules.**

**7.4 Effective Date.**

These Rules shall take effect immediately upon adoption of this Resolution.

**7.5 City Manager.**

A supermajority vote of the City Commission is required for any termination action of the City Manager.

**SECTION 3. SEVERABILITY.**

If any provision of this Resolution or the Rules of Procedure is held invalid, such invalidity shall not affect the remaining provisions.

**SECTION 4. EFFECTIVE DATE.**

This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Fort Meade, Florida, this 10<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Nicole Patterson, Deputy City Clerk

By: \_\_\_\_\_  
Jaret Williams, Mayor

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Markeishia Smith, City Attorney

**Requested by Administration**

**Voted**

Mayor Jaret Williams

\_\_\_\_\_

Vice Mayor Petrina McCutchen

\_\_\_\_\_

Commissioner James Watts

\_\_\_\_\_

Commissioner Michael Taylor

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Commissioner Candice Lott

\_\_\_\_\_



**CITY OF FORT MEADE, FLORIDA  
STAFF REPORT  
FOR MEETING OF MARCH 10, 2026  
AGENDA ITEM H. 04**

**SUBJECT**

Resolution R2026-19 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH FORT MEADE, LLC, FOR THE DEVELOPMENT OF A DATA CENTER, PROVIDING FOR DEVELOPER FUNDING OF CITY INFRASTRUCTURE IMPROVEMENTS, AND PROVIDING AN EFFECTIVE DATE.

**BACKGROUND**

This staff report provides an overview of the proposed Development Agreement (“Agreement”) between the City of Fort Meade (the “City”) and Fort Meade, LLC (the “Developer”) regarding the development of a data center on property located within the City. The Agreement outlines the terms for utility infrastructure improvements, impact fee credits, funding for City infrastructure projects (“City Work”), and other development requirements.

**Property and Project:** The Developer is currently under contract to purchase certain real property in Fort Meade, Polk County, Florida, as described in Exhibit “A” of the Agreement. On June 10, 2025, the City Commission adopted Ordinance 2025-09, which approved an Industrial Planned Unit Development permitting a data center with a maximum floor area ratio of 0.25 and a maximum height of three stories.

**Development Agreement Act:** Florida Statutes Sections 163.3220 through 163.3243 authorize the City to enter into development agreements. These statutes provide predictability for developers while ensuring that adequate public facilities are available concurrent with development.

**Negotiations:** The Agreement was negotiated to address key matters, including annexation, water and wastewater capacity, roadways, impact fees, and a funding mechanism for City improvements.

**KEY PROVISIONS OF THE AGREEMENT**

Developer Obligations

1. **Annexation and Parcel Consolidation:** The Developer shall submit a voluntary annexation application for portions of the property located in unincorporated Polk County within 180 days of the Agreement’s effective date. Additionally, the Developer shall consolidate parcels for tax purposes and for any future subdivision in accordance with City Land Use regulations.

2. **Water and Wastewater Improvements:** The Developer shall design, permit, and construct water and wastewater infrastructure sufficient to meet up to 50,000 GPD of potable water demand and up to 50,000 GPD of sewer demand at full buildout. Completion of these improvements is required prior to the issuance of any certificate of occupancy.
3. **PRWC Charges:** The Developer may reimburse up to \$300,000 for any additional Polk Regional Water Cooperative charges, if applicable.
4. **Roadways / Driveways:** The Developer shall construct roadways and driveways as conceptually depicted in Exhibit "B," in accordance with City technical standards.
5. **Developer Funding Advance:** The Developer shall provide \$10,000,000 in two installments to fund City improvements (City Work). All expenditures from this fund shall be accounted for separate from other general fund revenues and expenditures and when necessary, require prior approval by the City Commission as deemed by and in accordance with the City Purchasing Policy.
6. **Impact Fee Credits:** The Developer shall receive Impact Fee Credits based on the actual construction costs of the Water and Wastewater Improvements, pursuant to Section 163.31801, Florida Statutes. These credits may be applied over a period of ten years from issuance
7. **Reclaimed Water.** The CITY may, at its discretion, provide reclaimed water to the Project, provided that such provision is economically feasible.
- 8.

#### City Obligations

1. **Reservation of Water/Wastewater Capacity:** The City shall reserve water and wastewater capacity to meet the Project's demand for a period of 20 years, subject to any regulatory limitations.
2. **Plan Review and Approvals:** The City shall review and approve plans for the Water and Wastewater Improvements within specified timelines.
3. **Acceptance and Conveyance:** Upon completion of the improvements and receipt of all required regulatory clearances, the infrastructure shall be conveyed to the City at no cost.
4. **Use of Developer Funding Advance:** Funds provided by the Developer may only be used for City Work as defined in the Agreement. City Work may include water and wastewater system improvements, fire station improvements, library improvements, communications and asset management systems implementation, vertipad/vertiport facility development, planning and development department, staffing, and strategic planning. Specific expenditures require approval by the City Commission as deemed by and in accordance with the City Purchasing Policy.
5. **Tax Credits:** The Developer Funding Advance shall be reimbursed via ad valorem tax credits, which may be applied annually up to 40% of property taxes due with the first tax bill issued following the issuance of the first certificate of occupancy for the Project.

#### Term, Termination, and Dispute Resolution

The Agreement is valid for a period of 20 years from the Effective Date. The Developer may terminate the Agreement if necessary approvals or construction contracts cannot be obtained.

Dispute resolution shall include good-faith negotiation and mediation, with the costs of mediation shared equally by the parties.

### **BENEFITS TO THE CITY**

The proposed Agreement provides multiple benefits to the City. Developer-funded water, sewer, and roadway improvements reduce costs to the City. The data center project is expected to create jobs, increase property values, and enhance the City's tax base. Reservation of water and wastewater capacity supports long-term planning for future growth. Additionally, the \$10,000,000 Developer Funding Advance allows the City to implement prioritized infrastructure, systems, and facility improvements in advance of increased development related ad valorem tax revenues.

### **FINANCIAL IMPACT**

The Developer Funding Advance of \$10,000,000, provided in two installments, will be available for City Work. Impact Fee Credits will offset up to the value of the constructed Water and Wastewater Improvements. Other costs may include normal administrative and inspection costs related to oversight of infrastructure construction and permit approvals.

### **FOR COMMISSION CONSIDERATION**

Staff has worked closely with the Developer to craft a Development Agreement that works to protect the interests of the citizens, addresses concerns for a development of this nature, and advances the future objects that serve to improve the quality of life for the community. Staff asserts that the final version of the Agreement is sound and the City Commission should consider the City's interests to be well accounted for should the Commission choose to move forward with approval of the Development Agreement with Fort Meade, LLC.

### **STAFF PRESENTS THE FOLLOWING MOTIONS FOR COMMISSION CONSIDERATION:**

1. I move to approve the Development Agreement between the City of Fort Meade and Fort Meade, LLC, and to authorize the Mayor and City Manager to execute the Agreement on behalf of the City.
2. I move to require that expenditures from the Developer Funding Advance of \$10,000,000 be presented to and approved by the City Commission prior to disbursement as deemed by and in accordance with the City Purchasing Policy.
3. I move to authorize the City Manager and the City Attorney to take any actions necessary to implement the Development Agreement and to correct any scrivener's errors in the document.

**PREPARED BY: Markeishia Smith and Troy Bell**  
**POSITION: City Attorney and City Manager**  
**DATE: March 4, 2026**

Attachment(s):

Development Agreement (20 pages)

Exhibit A – Legal Description of Property

Exhibit B – Conceptual Plan of Water, Sewer, and Roadway Improvements

*This instrument prepared by and return to:*  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
Attn: S. Elise Batsel, Esq.  
401 East Jackson Street, Suite 2100  
Tampa, FL 33602

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## **DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (this “**AGREEMENT**”) is made and entered as of the Effective Date (defined below) by and between FORT MEADE, LLC, a Delaware limited liability company, doing business as Fort Meade DC, LLC, with an address of 7373 Wisconsin Avenue, Suite 700, Bethesda, MD 20814 (the “**DEVELOPER**”), and the CITY OF FORT MEADE, Florida, a political subdivision of the State of Florida, with an address of 8 West Broadway Street, Fort Meade, FL 33841 (the “**CITY**”) (each, a “**Party**” and together, the “**Parties**”).

### **WITNESSETH:**

**WHEREAS**, the CITY is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (the “**Act**”) to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

**WHEREAS**, the intent of the Act is to encourage comprehensive planning by developers by affording greater predictability and reducing risks to lessen the costs of providing major infrastructure and public benefits; and

**WHEREAS**, it also is the intent of the Act to encourage a strong commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development concurrent with the impacts of development, encourage the efficient use of resources, and reduce the economic cost of development; and

**WHEREAS**, Florida Ecopark, LLC, a Florida limited liability company, and Polk Industrial Park LLC, a Florida limited liability company, collectively own certain real property located in Fort Meade, Polk County, Florida as more particularly described in **Exhibit “A”** (the “**Property**”); and

**WHEREAS**, the DEVELOPER is under contract to purchase the Property and develop the Project (as defined below); and

**WHEREAS**, on June 10, 2025, the City of Ft. Meade City Commission adopted Ordinance 2025-09, which approved an Industrial Planned Unit Development on the Property permitting a data processing center and other affiliated uses with a maximum floor area ratio of 0.25 and a maximum height of 3 stories (the “**Project**”); and

**WHEREAS**, the CITY owns and operates a water and wastewater system (each, a “**System**” and together, the “**Systems**”) within an exclusive water and wastewater service area (the “**Service Area**”); and

**WHEREAS**, the Property is within the Service Area; and

**WHEREAS**, the DEVELOPER and the CITY desire to improve the water and wastewater infrastructure at the Property to facilitate utility services for the Project; and

**WHEREAS**, the DEVELOPER is willing to construct certain Water and Wastewater Improvements (as hereinafter defined) related to development of the Property as conceptually depicted on the conceptual plan attached hereto as **Exhibit “B”** and incorporated herein by this reference; and

**WHEREAS**, the CITY has the capacity to provide the potable water to, and accept wastewater from, the Project in a manner to meet the Water Demand and Sewer Demand (as such terms are hereinafter defined); and

**WHEREAS**, the CITY has joined the Polk Regional Water Cooperative (“**PRWC**”) prior to the Effective Date of this AGREEMENT, however, as of the Effective Date, the CITY is not participating in the PRWC’s project commonly referred to as the “Southeast Wellfield and Water Production Facility” project; and

**WHEREAS**, the CITY may provide the Project with reclaimed water service to reduce the potable water demand for the Project; and

**WHEREAS**, the CITY finds the Project, including the Project’s zoning ordinance, Ordinance 2025-09, the terms of this AGREEMENT, and future development orders consistent with this AGREEMENT are consistent with the CITY’s 2030 Comprehensive Plan and the Code of Ordinances City of Fort Meade, Florida (together, the “**Code**”); and

**WHEREAS**, the CITY agrees the DEVELOPER is grandfathered into and subject to the

Impact Fee Schedule in place at the time of execution of this AGREEMENT; and

**WHEREAS**, the DEVELOPER has requested, and the CITY has agreed, to reimburse the DEVELOPER, in the form of Impact Fee Credits (as hereinafter defined), for the actual costs incurred for the Water and Wastewater Improvements that will be dedicated to and accepted by the CITY, or the total water and sewer impact fees due for the Project, whichever is less; provided, however, that any improvements or facilities remaining under the DEVELOPER's ownership shall not be reimbursable;

**WHEREAS**, the CITY desires to improve other infrastructure or facilities related to water, wastewater, and emergency services within the Service Area and other property within the CITY's jurisdictional boundaries, which may include, without limitation, fire station construction, CITY library improvements, implementing and/or upgrading citizen communications and asset management systems, increasing the CITY's future water supply, vertipad/vertiport facilities, undertaking strategic planning and other planning work, and/or hiring in-house staff in connection with the foregoing (collectively, the "**City Work**"); and

**WHEREAS**, the DEVELOPER is willing to advance funds in the total amount of Ten Million Dollars (\$10,000,000.00) towards the City Work (the "**Developer Funding Advance**"), subject to the terms and conditions of this AGREEMENT and the Tax Credits (as hereinafter defined); and

**WHEREAS**, the CITY has agreed to reimburse the DEVELOPER, in the form of Tax Credits for the Developer Funding Advance; and

**WHEREAS**, the CITY and the DEVELOPER desire to set forth in writing the terms and conditions of their understanding and agreement related to DEVELOPER's construction of the Water and Sewer Improvements described herein, DEVELOPER's ability to obtain Impact Fee Credits, and reserve water and sewer capacity for DEVELOPER's development of the Property; and

**WHEREAS**, this AGREEMENT is in the best interest of the public health, safety and welfare of the CITY and provides a benefit to the residents of the CITY.

**NOW, THEREFORE**, in consideration of the mutual covenants, premises and promises hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the CITY and the DEVELOPER hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct in all respects and are expressly incorporated herein by reference.

2. **Effective Date.** The “Effective Date” of this AGREEMENT shall be the date upon which this AGREEMENT is executed by the last Party to sign this AGREEMENT.

3. **Agreements of the Developer.**

a. **Annexation.** A portion of the Property is located within unincorporated Polk County, Florida. The DEVELOPER shall submit an application for voluntary annexation pursuant to Section 171, Florida Statutes for the portion of the Property located in unincorporated Polk County, Florida into the CITY (the “Annexation Application”) no later than one hundred eighty (180) days after the Effective Date.

b. **Parcel Consolidation.** Upon submission of the Annexation Application to the CITY, the DEVELOPER shall consolidate all of the property for tax assessment purposes into a single parcel with the Polk County Property Appraiser. The Property may thereafter be subdivided in accordance with the CITY’s Land Use and Development Regulations.

c. **Water and Wastewater Improvements.** The DEVELOPER shall undertake the design, engineering, permitting and construction of certain water and wastewater improvements (the “Water Improvements” or the “Wastewater Improvements,” as applicable, and together, the “Water and Wastewater Improvements”) to serve the Project which necessitates up to 50,000 gallons per day (“GPD”) of potable water service at full buildout (the “Water Demand”) and up to 50,000 GPD of sanitary sewer service at full buildout (the “Sewer Demand”), with locations conceptually depicted on the plan attached hereto as Exhibit “B” which locations are hereby expressly approved by the CITY. The DEVELOPER shall complete the Water and Wastewater Improvements within five (5) years from the Effective Date. The DEVELOPER shall not be permitted to obtain any certificate of occupancy for the Project until the Water and Wastewater Improvements are completed.

d. **PRWC Charges Reimbursement.** The CITY may elect to pursue additional water rights with or through the PRWC. If the CITY elects to pursue additional water rights with or through the PRWC, and if the PRWC charges additional costs or expenses in connection with same (“PRWC Charges”), then (i) the CITY will send to the DEVELOPER a copy of the invoice(s) or bill(s) from the PRWC reflecting such PRWC Charges (“PRWC Invoice”) promptly after the CITY’s receipt of same, and (ii) the DEVELOPER, within thirty (30) days’ from the DEVELOPER’s receipt of such PRWC Invoice from the CITY, shall pay to the CITY funds in the amount of the PRWC Charges reflected on the PRWC Invoice up to a total amount of Three Hundred Thousand Dollars

(\$300,000.00). In no event shall the DEVELOPER pay more than \$300,000.00 to the CITY in connection with the PRWC Charges, regardless of whether the actual PRWC Charges exceed \$300,000.00. The CITY shall be responsible for remitting payment of all PRWC Charges to PRWC. Nothing in this paragraph shall be deemed or construed to require the CITY to secure additional water rights from PRWC, or to limit or invalidate the CITY's representations, warranties, and covenants as to the Reserved Capacity (as defined below).

e. **Water and Wastewater Easements.** Upon construction and acceptance of the Water and Wastewater Improvements by the City, the DEVELOPER shall grant to the CITY an access and maintenance easement upon portions of the Property necessary for the maintenance and future replacement of the Water and Wastewater Improvements in a form acceptable to the DEVELOPER and the CITY.

f. **Driveway and Roadway Design.** The DEVELOPER shall design, engineer, permit, and construct those certain roadways and/or driveways, as conceptually located on **Exhibit "B"** attached hereto and made a part hereof (the "**Proposed Roadways**"). Construction of the Proposed Roadways shall be in accordance with the CITY's minimum technical standards in affect at the time of permitting. The DEVELOPER shall dedicate or convey the Proposed Roadways to the CITY upon completion thereof to support additional future development within the CITY.

g. **Developer Funding Advance.** The DEVELOPER shall pay to the CITY one-half of the Developer Funding Advance (\$5,000,000.00) within ninety (90) days after the CITY's issuance of the first building permit for the Project (the "**First Advance Payment Date**"). The DEVELOPER shall pay to the CITY the other half of the Developer Funding Advance (\$5,000,000.00) on the date that is one (1) calendar year after the First Advance Payment Date (the "**Second Payment Deadline**"); provided, however, if during the period of time between six (6) months after the First Advance Payment Date and the Second Payment Deadline, the CITY has expended the initial one-half of the Developer Funding Advance in connection with funding the City Work, the CITY may elect to request early payment of the remaining half of the Developer Funding Advance (prior to the Second Payment Deadline) by providing to the DEVELOPER written notice of such request along with supporting evidence demonstrating the CITY's actual expenditures of the initial one-half Developer Funding Advance for the funding of the City Work. In the event the CITY does not elect to request early funding in accordance with the foregoing sentence, the DEVELOPER shall pay to the CITY the other half of the Developer Funding Advance no later than the Second Payment Deadline.

h. **Copies of Reports and Filings to Regulatory Agencies.** Within fifteen (15) days after DEVELOPER's submission of any reports or filing to any applicable

regulatory agencies pertaining to the Project, DEVELOPER will provide to CITY copies of such reports and/or filings, including without limitation any such submissions regarding listed species and other regulated species pertaining to the Property, wetlands, water, and any railroad crossing (as applicable).

4. **Agreement of the City.**

a. **Annexation.** The CITY shall accept and timely process the Annexation Application.

b. **Reservation of Capacity.** The CITY hereby represents and warrants that as of the date of this AGREEMENT, the CITY has adequate capacity available at the CITY's existing water and wastewater treatment facilities to (i) accommodate the Water Demand of up to 50,000 GPD of potable water service at full buildout and (ii) accept the Sewer Demand of up to 50,000 GPD of sanitary sewer service at full buildout (the "**Reserved Capacity**"). The CITY hereby expressly reserves and covenants that it will reserve the Reserved Capacity to meet the Water Demand and Sewer Demand for the DEVELOPER for the term of this AGREEMENT. The CITY's reservation of the Reserved Capacity is contingent upon DEVELOPER's completion of the Project within twenty (20) years from the Effective Date; if not completed within twenty (20) years from the Effective Date, the CITY may release the Reserved Capacity for any portion of the Project not completed after thirty (30) days written notice by certified mail and e-mail to DEVELOPER. Should the CITY's reservation of the Reserved Capacity be made impossible due to regulatory changes beyond the reasonable control of the CITY, including but not limited to, any law, regulation or order of any federal, state or local authority, the CITY's performance with respect to the Reserved Capacity shall be excused or proportionately reduced to the extent of, and for the duration of, such regulatory change preventing possible performance thereof.

c. **Satisfaction of Concurrency.** The CITY agrees that the DEVELOPER'S completion of the Water and Wastewater Improvements, combined with reservation of capacity and expansion of capacity herein, shall satisfy the potable water and wastewater concurrency requirements of the Code.

d. **Improved Infrastructure Work.** The CITY shall use the Developer Funding Advance for funding of the City Work.

e. **Tax Credits.** In exchange for the DEVELOPER providing the Developer Funding Advance, the CITY shall provide the DEVELOPER with ad valorem tax credits against the Property in an amount equal to the Developer Funding Advance (the "**Tax**

**Credits**”). The Tax Credits shall be applied as a credit against the ad valorem taxes levied by the CITY on the Property; provided, however, the amount of Tax Credits applied to an annual tax bill shall not exceed forty percent (40%) of the total amount of ad valorem taxes levied by the CITY on the Property for such year subsequent to the issuance of the first certificate of occupancy for the Project. Application of the Tax Credits shall commence with the first tax bill issued following the issuance of the first certificate of occupancy for the Project, and shall continue for each successive tax year thereafter until the full amount of the Developer Funding Advance has been credited. If the Tax Credits (or applicable amount of Tax Credits to be applied in any given year so that such credit does not exceed forty percent (40%) of the total amount of ad valorem taxes levied by the CITY on the Property for such year) exceed the CITY’s ad valorem taxes due on the Property in any given tax year, the excess shall carry forward and be applied to subsequent tax years until the full amount of the Developer Funding Advance has been credited. Upon payment of the Developer Funding Advance, DEVELOPER’s right to the Tax Credits is unconditional and cannot be revoked or retracted by the CITY. The Tax Credits shall run with the Property and shall automatically transfer to and be binding upon any successors or assigns of the DEVELOPER with respect to the Property.

f. **Vertipad Agreement Cooperation.** The CITY will use good faith efforts to cooperate with DEVELOPER and cooperatively explore the potential use of vertipad/vertiport opportunities, to be memorialized by the Parties in a separate agreement.

g. **Potential Additional Loan Agreement Cooperation.** Prior to completion of the first building in the Project, the CITY may request additional funding by the DEVELOPER to the CITY at a rate reflective of the DEVELOPER’s cost of capital to be repaid by the CITY with the incremental tax revenues generated by the Project. Any such arrangement by the Parties will be memorialized by the Parties in a separate agreement to be approved by the DEVELOPER and by the City Commission (should the CITY determine it to be economically feasible and in the interest of the CITY). Nothing in this paragraph shall be deemed or construed to require the CITY and/or the DEVELOPER to enter into any such agreement to borrow and/or loan additional funding.

5. **Plan Specifications and Permits.**

a. Prior to construction of the Water and Wastewater Improvements, the DEVELOPER shall prepare and submit design and construction plans for the Water and Wastewater Improvements (the “Plans”) to the CITY. The CITY will review the Plans and advise DEVELOPER in writing of any required changes within thirty (30) days of submission. If the CITY fails to provide written comments within such thirty (30) day period, the DEVELOPER shall submit a written request to CITY by certified mail and e-

mail. If the CITY does not respond in writing within ten (10) business days of receipt of such certified mail, the DEVELOPER may proceed with construction as submitted. Any resubmittals of the Plans resulting from CITY-required changes shall be reviewed within thirty (30) days after resubmittal or shall similarly be deemed approved. Once approved, the Plans shall become a material part of this AGREEMENT.

b. The Plans may be modified through the permitting process, and by change order during actual construction of the Water and Wastewater Improvements. Material modifications will be provided by the DEVELOPER to the CITY for review. Material modifications must be reviewed and approved by the CITY within thirty (30) days of submission by the DEVELOPER and will be deemed approved if the CITY does not provide comments within the same thirty (30) day period, subject to the DEVELOPER sending a written notice by certified mail and e-mail. If the CITY does not respond in writing within ten (10) business days of receipt of such certified mail, the DEVELOPER may proceed with such modifications as submitted. For the purposes of this AGREEMENT, a "material modification" shall mean any modification that increases, in the aggregate, the estimated cost of the Water and Wastewater Improvements by ten percent (10%) or more. Any comments to the Plans provided by the CITY shall be reasonable and in good faith in accordance with this AGREEMENT.

c. Any and all other permits necessary for DEVELOPER to complete the Project that are within the CITY's review and approval powers shall be prepared and submitted by DEVELOPER and reviewed and issued by the CITY in the ordinary course of permitting review and approval for such permits.

d. In addition to the CITY's review and approval of the Plans, The DEVELOPER shall design, engineer, and construct the Water and Wastewater Improvements in a manner sufficient to satisfy all non-CITY governmental permitting requirements that are necessary to construct the Water and Wastewater Improvements. Where necessary, it shall be the sole responsibility of DEVELOPER to obtain any permits, easements, or rights-of-way from all non-CITY governmental or private entity necessary for the construction and operation of the Water and Wastewater Improvements. The CITY shall have no obligation to provide or secure any such permits, easements, or rights-of-way outside of the CITY's jurisdiction.

## 6. Construction Requirements

a. The DEVELOPER shall provide a copy of the contract for construction of the Water and Wastewater Improvements (the "**Construction Contract**") once executed to the City Manager or designee.

b. DEVELOPER may use a private provider for permitting and inspections. As required by interlocal agreement between the CITY and Polk County, both the CITY and Polk County must approve any private provider used for permitting and inspections.

c. The CITY may periodically inspect and monitor the work site during construction of the Water and Wastewater Improvements. If, during construction, the CITY finds that the work, materials, or equipment are defective, differ from the approved materials, or deviate from the approved alignments or configurations, the CITY shall provide the DEVELOPER with written notice of the defect or deviation. The DEVELOPER agrees to correct the defective or nonconforming condition, if commercially reasonable, within thirty (30) days of receipt of such notice. Any changes to the Plans or improvements shall only be made if approved by the CITY in accordance with any applicable interlocal agreements with Polk County. If the DEVELOPER fails to commence work to correct the deficiency or nonconformance within the foregoing 30-day period, the CITY may repair or replace the defect or deviation at DEVELOPER's sole cost and expense. DEVELOPER shall remit a refund of all actual out of pocket and reasonable costs incurred by the CITY within sixty (60) days of CITY's written demand to DEVELOPER for the same. Such demand must include a detailed accounting of all costs and expenses incurred by CITY in connection with this Section 6.c.

d. Upon completion of the Water and Wastewater Improvements in accordance with the Plans, the DEVELOPER shall furnish as-built drawings prepared by a licensed Florida surveyor, along with record drawings prepared by the Engineer of Record, certifying that the Water and Wastewater Improvements have been completed in conformance with the Plans, as the same may be modified in accordance with the terms of this AGREEMENT (the "**EOR Certification**"). All survey information shall be provided in State Plane coordinates and include locations of all valves, fittings, shots on pipe, service connections, and other relevant infrastructure. The EOR Certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of their knowledge, information and belief all materials used in connection with the Water and Wastewater Improvements are in general conformance with the Plans, and otherwise conform to or meet generally accepted professional practices. A representative of the CITY shall be present for all official inspections and tests. The DEVELOPER shall also prepare and submit, at its cost, any required certifications to non-CITY permitting agencies. In addition, the DEVELOPER shall, at such time, provide the CITY with copies of record drawings of the Water and Wastewater Improvements, including, but not limited to, Engineer of Record sealed record drawings.

e. Upon submission of evidence of completion of the Water and Wastewater

Improvements in the form of (i) the EOR Certification and (ii) written confirmation that all required regulatory approvals and final clearances issued by the Florida Department of Health (DOH), the Florida Department of Environmental Protection (DEP), and any other applicable non-CITY permitting agencies have been formally closed or completed, the improvements shall be deemed accepted by the CITY unless the CITY objects in writing within thirty (30) days of receipt of the complete documentation. CITY acceptance shall remain subject to verification that all regulatory obligations have been satisfied.

f. At the time of permitting for the Project, the CITY and the DEVELOPER will memorialize a construction access agreement or construction management plan, which shall detail a construction traffic plan.

7. **Connection of Water and Wastewater Improvements**

The CITY covenants and agrees that it shall allow the connection of the Water and Wastewater Improvements to the CITY's system in accordance with applicable rules and regulations of the Department of Health and the Florida Department of Environmental Protection.

8. **Procedures for Impact Fee Credits**

a. **Value of Impact Fee Credits.** In exchange for the DEVELOPER's construction of the Water and Wastewater Improvements, the CITY shall provide the DEVELOPER with impact fee credits for a total not to exceed the value of the water impact fees assessed for the Project (for the Water Improvements) and not to exceed the value of the sewer impact fees assessed for the Project (for the Wastewater Improvements) (the "**Reimbursement Amount**").

b. **Impact Fee Credits.** Pursuant to Section 163.31801, Florida Statutes, in exchange for the DEVELOPER's construction of the Water and Wastewater Improvements, the CITY shall provide one hundred percent (100%) of the Reimbursement Amount in the form of Impact Fee Credits (the "**Impact Fee Credits**"), to be issued within ninety (90) days following CITY acceptance of the completed Water and Wastewater Improvements.

i. **Crediting of Impact Fee Credit Account.** The Impact Fee Credits shall be issued to the DEVELOPER in the form of a voucher for Impact Fee Credits.

ii. **Reimbursement Amount.** The Reimbursement Amount shall be based on the actual construction, design, engineering, and permitting costs (as evidenced by paid invoices and other appropriate supporting documentation provided to the CITY) of the dedicated Water and Wastewater Improvements. Upon completion of the Water and

Wastewater Improvements as evidenced by the EOR Certification, the DEVELOPER shall submit to the CITY, invoices related to the Water and Wastewater Improvements with backup documentation, including, without limitation, detailed construction costs, description of the work completed, lien releases, and an affidavit from the general contractor that all subcontractors, suppliers or other providers of goods or services for the portion of the Water and Wastewater Improvements reflected in the invoice have been paid in full (the "**Distribution Documentation**"). The CITY shall have thirty (30) days to review the invoice and the Distribution Documentation. If, within the first twenty (20) days of such review period, the CITY identifies questions, deficiencies, or requires additional information, it shall provide written notice to the DEVELOPER specifying the issues. The DEVELOPER shall have ten (10) days to respond with supplemental documentation. Upon receipt, the CITY shall have ten (10) days to review the supplemental documentation. The CITY may reject the invoice or Distribution Documentation if it determines, in its reasonable discretion, that the documentation does not substantiate the invoice or otherwise fails to comply with this AGREEMENT. If the CITY does not provide written notice of questions or objections within the first twenty (20) days of the review period, the Distribution Documentation shall be deemed approved. Following completion of the review process, the CITY shall issue a voucher for Impact Fee Credits in the amount of the invoices submitted with the Distribution Documentation and shall provide a written receipt evidencing such credit.

iii. **Expiration of Impact Fee Credits.** The DEVELOPER, its successors and assigns, shall have ten (10) years from the date the Impact Fee Credits are issued in which to use such Impact Fee Credits for the Project.

c. **Project Impact Fees.** If impact fees are due for the Project prior to issuance of the Impact Fee Credits, the Project shall be permitted to proceed without payment of impact fees to allow time for the DEVELOPER to complete the Water and Wastewater Improvements and obtain the Impact Fee Credits to use for the Project. The foregoing notwithstanding, the CITY shall not be obligated to issue any certificate of occupancy without the DEVELOPER paying impact fees either directly or by the Impact Fee Credits.

9. **Conveyance of Water and Wastewater Improvements.** Within three (3) months of completion of the Water and Wastewater Improvements and the rendering of service by the CITY, the DEVELOPER shall convey to the CITY the infrastructure related to the Water and Wastewater Improvements, as generally shown on **Exhibit "B"**, by quitclaim bill of sale at no cost to the CITY.

10. **Reclaimed Water.** The CITY may, at its discretion, provide reclaimed water to the Project, provided that such provision is economically feasible.

11. **Development Approvals.** This AGREEMENT shall in no manner constitute a development approval regarding the Property. The DEVELOPER shall apply for and receive all required and necessary CITY, County, State, and Federal permits for all aspects of the Project. Such development permits may include, but are not limited to: (i) site, construction, and infrastructure plan approvals; plat or subdivision approvals; right-of-way use permits; building permits and sign permits; Florida Department of Transportation permits; Florida Department of Environmental Protection permits, as applicable; Southwest Florida Water Management District permits; and other CITY, County, Health Department, State or Federal permits, as may be required by law. Failure of this AGREEMENT to address a particular permit, condition, term, or restriction shall not relieve the DEVELOPER of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

12. **Approvals.** In those instances, in which a party's approval, consent, or satisfaction is required under this AGREEMENT, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame. Time is hereby declared to be of the essence as to the lawful performance of all duties and obligations set forth in this AGREEMENT.

13. **Term and Nature of Agreement.** This AGREEMENT shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. If the DEVELOPER is unable to obtain all necessary approvals for the construction of the Water and Wastewater Improvements from the CITY, or any other governmental agency, or if the DEVELOPER is unable to enter a construction contract for the Water and Wastewater Improvements, the DEVELOPER may terminate this AGREEMENT by providing written notice to the CITY and record a notice of termination in such Official Records of Polk County, Florida. If this AGREEMENT is terminated, the DEVELOPER shall not be liable for, and the CITY shall not seek from the DEVELOPER, either damages or specific performance of this AGREEMENT. If the DEVELOPER fails to begin construction of the Water and Wastewater Improvements on or before five (5) years from the Effective Date of this AGREEMENT, this AGREEMENT shall be null and void.

14. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given and received (a) as of the date and time the same are personally delivered to the party to whom the notice is directed or time of refusal to accept receipt if sent by messenger, (b) if transmitted electronically (i.e. electronic mail) upon being sent with automated delivery confirmation, or (c) within three (3) days after depositing with the United States Postal Services, postage prepaid by registered or certified mail, return receipt requested, or (d) upon receipt or refusal to accept receipt if sent by Federal Express or other overnight delivery service from which a receipt may be obtained, with request for next business

day delivery, and addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

City:	City of Fort Meade Troy Bell City Manager 8 W. Broadway St Fort Meade, FL 33841 Email: <a href="mailto:tbell@cityoffortmeade.org">tbell@cityoffortmeade.org</a>
Copy to:	City Attorney Markeishia L. Smith 408 Tenth Street S. Haines City, FL 33844 Email: <a href="mailto:msmith@thesmithlawfirm.org">msmith@thesmithlawfirm.org</a>
Developer:	Fort Meade, LLC c/o Stonebridge Associates, Inc. Attn: Doug Firstenberg 7373 Wisconsin Avenue, Suite 700 Bethesda, MD 20814 Email: <a href="mailto:firstenberg@stonebridge.us.com">firstenberg@stonebridge.us.com</a>
Copy to:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. Attn: S. Elise Batsel 401 E. Jackson Street #2100 Tampa, Florida 33602 Email: <a href="mailto:ebatsel@stearnsweaver.com">ebatsel@stearnsweaver.com</a>

15. **Records and Audits.** The DEVELOPER shall maintain in its corporate headquarters all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this AGREEMENT. Such records shall be available at the DEVELOPER's corporate headquarters at all reasonable times during the term of this AGREEMENT and for ten (10) years from the date of final payment under this AGREEMENT for audit or inspection by the CITY, or its duly authorized agent or representative, upon five (5) business day's prior written notice.

16. **Assignment and Successors.** This AGREEMENT shall be binding upon, and the benefits and obligations of this AGREEMENT shall inure to, all successors and assigns of the Parties to this AGREEMENT, regardless of the name of the successors or assigns. The DEVELOPER, in its sole discretion, shall have the right to make a conveyance or an assignment of its interest in this AGREEMENT to a successor, in which all rights and obligations of the DEVELOPER hereunder shall be assigned to and assumed by the successor, and the DEVELOPER shall thereafter have no further obligations under this AGREEMENT. The CITY shall be notified in writing of any such conveyance or assignment.

17. **Disclaimer of Third-Party Beneficiaries.** No right or cause of action shall accrue upon or by reason of this AGREEMENT, to or for the benefit of any third party, except any successors in interest of the DEVELOPER or the CITY.

18. **Disclaimer of Joint Venture.** The DEVELOPER and the CITY represent that this AGREEMENT is not intended to create, or deemed to represent, a joint venture or common undertaking between the CITY and the DEVELOPER, or between either and any third party. The DEVELOPER is an independent principal and not a contractor for or an officer or employee of the CITY.

19. **Amendments.** This AGREEMENT may only be amended by mutual consent of the Parties (or their successors in interest) in accordance with Section 163.3237, Florida Statutes. All amendments to this AGREEMENT shall be ineffective unless reduced to writing and executed by the CITY and the DEVELOPER, in accordance with state and local law. If subsequent modifications to this AGREEMENT are necessary to achieve the ultimate Project development, the CITY agrees not to require any additional commitments of land, money, or other exactions, or to impose any additional conditions of development approval, as long as the Project development is in conformance with this AGREEMENT, except that the CITY may require the DEVELOPER to pay all costs incurred in complying with legal requirements pertaining to the adoption of any such modification.

20. **Severability.** 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 effectuated. To that end, this AGREEMENT is declared severable.

21. **Governing Law and Venue.** In performing this AGREEMENT, each party will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party. This AGREEMENT shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this AGREEMENT, the Parties agree that venue will be proper only in the courts of the Tenth Judicial Circuit, located in Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and costs.

22. **Counterparts.** This AGREEMENT may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

23. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

24. **Non-Waiver.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this AGREEMENT shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this AGREEMENT, at law, or in equity.

25. **Construction of Agreement.** This AGREEMENT shall not be construed against either party based on it being the drafter of this AGREEMENT. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this AGREEMENT. Captions and paragraph headings in this AGREEMENT are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this AGREEMENT.

26. **Force Majeure.** Should the performance of this AGREEMENT by the DEVELOPER be prevented or delayed by any Act of God or other cause beyond the reasonable control of the DEVELOPER including but not limited to, floods, storm, fire, war, total or partial failure of transportation or delivery facilities, interruption of power, global pandemic, labor strike(s), or by any law, regulation or order of any federal, state or local authority, the DEVELOPER's performance shall be excused to the extent it is thus prevented or delayed.

27. **Default and Opportunity to Cure.** In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same pursuant to this AGREEMENT. The defaulting party shall have ninety (90) days from the receipt of such notice to cure the default or commence to cure if longer than ninety (90) days is reasonably required to cure such default. If the defaulting party timely cures the default, the default shall be deemed cured, and this AGREEMENT shall continue in full force and effect. If the defaulting party does not timely cure or commence to cure such default, the non-defaulting party shall be entitled to pursue its remedies available at law or equity.

28. **Dispute Resolution.** The Parties agree to negotiate in good faith to resolve any dispute that may arise between the Parties under this AGREEMENT. If the dispute cannot be resolved by negotiation, the Parties will submit the dispute to mediation and will share the costs

of mediation equally. In the event of a dispute, the party giving notice of the dispute shall identify three (3) court-approved mediators from the Circuit Court of Polk County, Florida. The party receiving notice shall choose one mediator within thirty (30) days of receipt of such notice and the mediation shall be scheduled as soon as feasible.

29. **Attorneys' Fees.** In the event of legal action or other proceeding arising under this AGREEMENT, the Parties agree to pay the cost of their own attorneys' fees and costs incurred in the prosecution or defense of such action or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level, or at the appellate level. This shall include any bankruptcy proceedings. This provision shall survive any termination of this AGREEMENT.

30. **Estoppel.** The CITY shall execute, acknowledge and deliver to the DEVELOPER, within thirty (30) days after requested by the DEVELOPER, a statement in writing certifying, if such is the case, that this AGREEMENT is unmodified and in full force and effect (or if there have been modifications that the same are in full force and effect as modified), the existence or non-existence of any alleged defaults and claims against the DEVELOPER, and providing such other information as shall be reasonably requested by the DEVELOPER.

31. **Days.** The term "days" in this AGREEMENT shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday, legal State of Florida, or Federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal holiday.

32. **Termination.** This AGREEMENT shall terminate twenty (20) years from the Effective Date.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year so shown.

**FOR CITY OF FORT MEADE**

\_\_\_\_\_, Mayor

\_\_\_\_\_, City Manager

(City Seal)

Attest

\_\_\_\_\_, City Clerk

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, delivered, and acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, as Mayor of the City of Fort Meade, and \_\_\_\_\_, as City Manager of the City of Fort Meade, a political subdivision of the State of Florida, on behalf of the City. Such persons  are each personally known to me or  have each produced a \_\_\_\_\_ as identification.

[NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

**FOR DEVELOPER**

Witnesses:

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

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

FORT MEADE, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed, delivered, and acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_, as the manager of FORT MEADE, LLC, a Delaware limited liability company, on behalf of the company. Such person  is personally known to me or  has produced a \_\_\_\_\_ as identification.

[NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The Land referred to herein is situated in the County of Polk, State of Florida, and is described as follows:

**PARCEL 1**

A portion of property located in Township 31 South, Range 25 East, Polk County, Florida, described as follows:

Section 8:

(A) The South 100 feet of the North 1/2 of the Southeast 1/4, less the West 200 feet thereof.

(B) The South 1/2 of the Southeast 1/4, less the West 200 feet thereof.

Less and except from the foregoing all Road Rights-of-Way.

Section 9:

All lying West of the CSX Transportation Railroad right-of-way corridor as portrayed on Track Map V.6 Fla., Sheets S-5, 6 and 6-A, and South of vacated Tiger Bay Road (W.G. Roe Road) as described in Official Records Book 1324, Page 231, Public Records of Polk County, Florida.

Section 16:

(A) All lying West of the CSX Transportation Railroad right-of-way corridor as portrayed on Track Map V.6 Fla., Sheets S-5, 6 and 6-A.

(B) That portion of Section 16, Township 31 South, Range 25 East, Polk County, Florida, described as follows:

Commence at the Southeast corner of said Section 16; thence South 89°55'48" West along the South line of said Section 16 a distance of 191.73 feet to the East line of the CSX Transportation Railroad right-of-way corridor; thence North 15°37'06" West along said East line a distance of 3,350.85 feet to the Point of Beginning; thence continue North 15°37'06" West along said East line a distance of 451.96 feet to the South line of an abandoned railroad right-of-way and the arc of a non-tangent curve concave North having a radius of 979.93 feet and a central angle of 50°43'30"; thence along said curve to the left a distance of 867.55 feet; thence North 89°36'59" East along said South line a distance of 142.07 feet to the Westerly right-of-way of U.S. Highway 17/98 (State Road 35); thence South 47°15'01" East along said Westerly line a distance of 118.84 feet; thence South 89°55'48" West a distance of 868.63 feet to the Point of Beginning.

Section 17:

All of Section 17, less and except the following:

(A) The Northwest 1/4.

(B) That part of the Northwest 1/4 of the Northeast 1/4 described as follows:

Begin at the Northwest corner of the Northwest 1/4 of the Northeast 1/4; run thence East 200 feet; thence Southwesterly to a point 200 feet South of the Point of Beginning; thence North to the Point of Beginning.

Together with easements as set forth in the Access Easement Agreement recorded in Official Records Book 10019, Page 2021, Public Records of Polk County, Florida.

## **PARCEL 2**

A parcel of land being a portion of Section 21 and Section 28, Township 31 South, Range 25 East, Polk County, Florida, described as follows:

Commence at the Northeast corner of said Section 21; thence South  $00^{\circ}13'23''$  East along the East line of said Section 21 a distance of 1,147.74 feet to the Westerly CSX Railroad right-of-way as shown on Map V.6FLA, Sheet 6 for the Point of Beginning; thence South  $00^{\circ}13'23''$  East along said East line 4,134.92 feet to the Southeast corner of said Section 21, also being the Northeast corner of said Section 28; thence South  $00^{\circ}08'32''$  East along the East line of said Section 28 a distance of 2,634.21 feet to the Southeast corner of the Northeast 1/4 of said Section 28; thence South  $00^{\circ}15'36''$  East along said East line 1,268.08 feet to the North right-of-way line of County Road 630; thence South  $89^{\circ}46'28''$  West along said North right-of-way line 55.23 feet; thence North  $89^{\circ}35'02''$  West along said North right-of-way line 872.83 feet; thence North  $00^{\circ}15'36''$  West 1,262.02 feet to the North line of the Southeast 1/4 of Section 28; thence North  $00^{\circ}08'32''$  West 969.29 feet; thence North  $35^{\circ}15'14''$  East 1,024.75 feet; thence North  $00^{\circ}08'32''$  West 828.22 feet to the North line of said Section 28, also being the South line of said Section 21; thence North  $00^{\circ}13'23''$  West 3,399.21 feet; thence North  $31^{\circ}57'59''$  West 324.16 feet; thence North  $63^{\circ}42'19''$  West 3,620.12 feet to the North line of said Section 21; thence North  $89^{\circ}55'48''$  East along said North line 3,428.00 feet to the Westerly CSX Railroad right-of-way; thence South  $15^{\circ}37'06''$  East along said Westerly CSX Railroad right-of-way 1,191.34 feet to the Point of Beginning.

## **PARCEL 3 (Non-Exclusive Easement Estate)**

Together with those certain non-exclusive easement rights created by that certain Easement Agreement recorded in Official Records Book 4221, Page 236, Public Records of Polk County, Florida, over the following described property:

A 60-foot wide ingress and egress easement lying 30 feet on each side of and continuous with the following described centerline:

Commence at the Northeast corner of the Northwest Quarter of Section 22, Township 31 South, Range 25 East, Polk County, Florida; thence South  $00^{\circ}12'41''$  East along the East line thereof a distance of 3,050.50 feet; thence South  $88^{\circ}55'20''$  West a distance of 85.09 feet to the West right-of-way line of State Road 35 (U.S. Highway 17) and the Point of Beginning; thence South  $88^{\circ}55'20''$  West 368.67 feet; thence North  $88^{\circ}35'00''$  West 249.57 feet; thence North  $85^{\circ}17'34''$  West 527.66 feet; thence South  $80^{\circ}42'04''$  West 165.81 feet; thence South  $77^{\circ}21'01''$  West 214.99 feet; thence South  $86^{\circ}30'47''$  West 74.37 feet; thence North  $70^{\circ}07'36''$  West 79.04 feet; thence North  $35^{\circ}02'30''$  West 135.51 feet; thence North  $19^{\circ}32'02''$  West 1,523.65 feet; thence North  $31^{\circ}27'17''$  West 83.76 feet; thence North  $52^{\circ}29'12''$  West 73.01 feet; thence North  $74^{\circ}48'49''$  West 56.58 feet; thence South  $79^{\circ}16'59''$  West 162.63 feet to the East line of the Northeast Quarter of Section 21, Township 31 South, Range 25 East; thence North  $00^{\circ}13'23''$  West along said East line 146.56 feet to a point on a line parallel with and 30.00 feet West of the Westerly right-of-way line of the CSX Transportation Railroad corridor; said point lying South  $00^{\circ}13'23''$  East a distance of 1,260.82 feet from the Northeast corner of said Section 21 and being the Point of Termination.

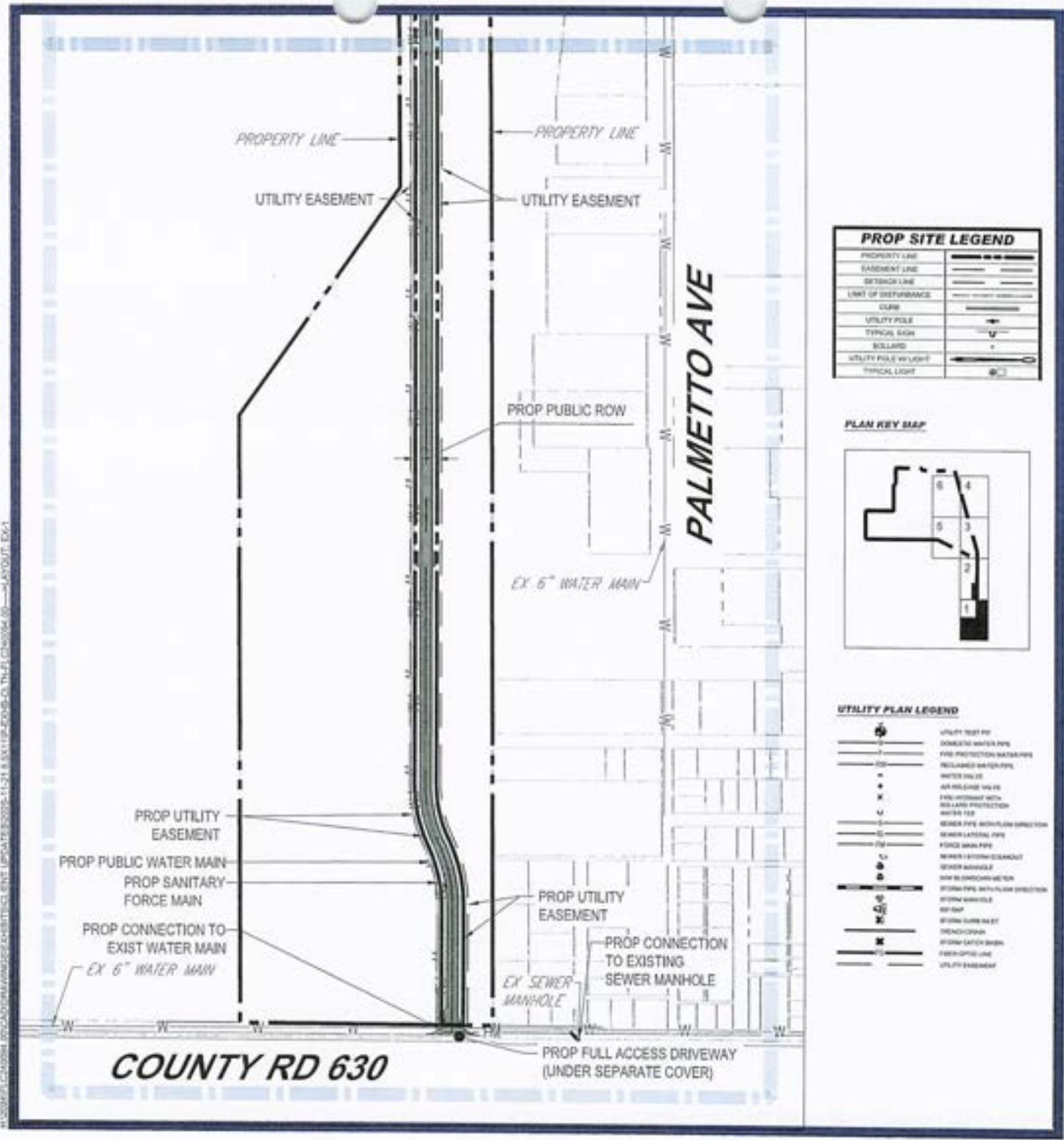
**PARCEL 4 (Non-Exclusive Easement Estate)**

Also together with those certain non-exclusive easement rights created by that certain Electric Utility Easement recorded in Official Records Book 10019, Page 2033, Public Records of Polk County, Florida, over the following described property:

A parcel of land being a portion of Section 28, Township 31 South, Range 25 East, Polk County, Florida, being 25 feet on each side of the following described centerline:

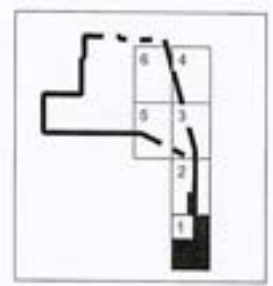
Commence at the Northeast corner of the Southeast 1/4 of said Section 28; thence South  $00^{\circ}15'36''$  East along said East line 1,268.08 feet to the North right-of-way line of County Road 630; thence South  $89^{\circ}46'28''$  West along said North right-of-way line 55.23 feet; thence North  $89^{\circ}35'02''$  West along said North right-of-way line 872.83 feet; thence North  $00^{\circ}15'36''$  West 1,262.02 feet to the North line of the Southeast 1/4 of Section 28; thence North  $00^{\circ}08'32''$  West 882.97 feet to the Point of Beginning; thence South  $35^{\circ}15'14''$  West 225.40 feet; thence North  $89^{\circ}59'47''$  West 2,011.76 feet; thence South  $00^{\circ}12'05''$  East 2,577.31 feet to the North right-of-way line of County Road 630 for the Point of Terminus.

#1503097512000004 2025/11/25 11:21 AM 15119-0000-01.DWG (240304) 00 - LAYOUT, EX-1



PROP SITE LEGEND	
PROPERTY LINE	---
EASEMENT LINE	---
SETBACK LINE	---
LIMIT OF INTERFERENCE	---
CURB	---
UTILITY POLE	⊕
TYPICAL SIGN	⊕
BOLLARD	+
UTILITY POLE W/ LIGHT	⊕
TYPICAL LIGHT	⊕

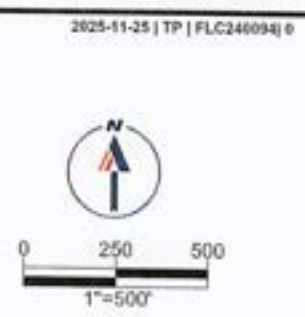
**PLAN KEY MAP**



UTILITY PLAN LEGEND	
⊕	UTILITY TEST PIT
---	CONCRETE WATER PIPE
---	PVC PROTECTION WATER PIPE
---	REINFORCED WATER PIPE
---	WATER MAIN
---	AIR RELEASE VALVE
---	VALVE CHAMBER WITH BOLLARD PROTECTION
---	WATER TEE
---	SEWER PIPE WITH FLOW DIRECTION
---	SEWER LATERAL PIPE
---	FORCE MAIN PIPE
---	SEWER LATERAL CLEANOUT
⊕	SEWER MANHOLE
⊕	NEW MANHOLE SECTION
---	STORM PIPE WITH FLOW DIRECTION
---	STORM MANHOLE
---	STORM
---	STORM CURB AND EY
---	TRENCH/CHAM
---	STORM LATERAL MANHOLE
---	POWER OPTIC CABLE
---	UTILITY EASEMENT

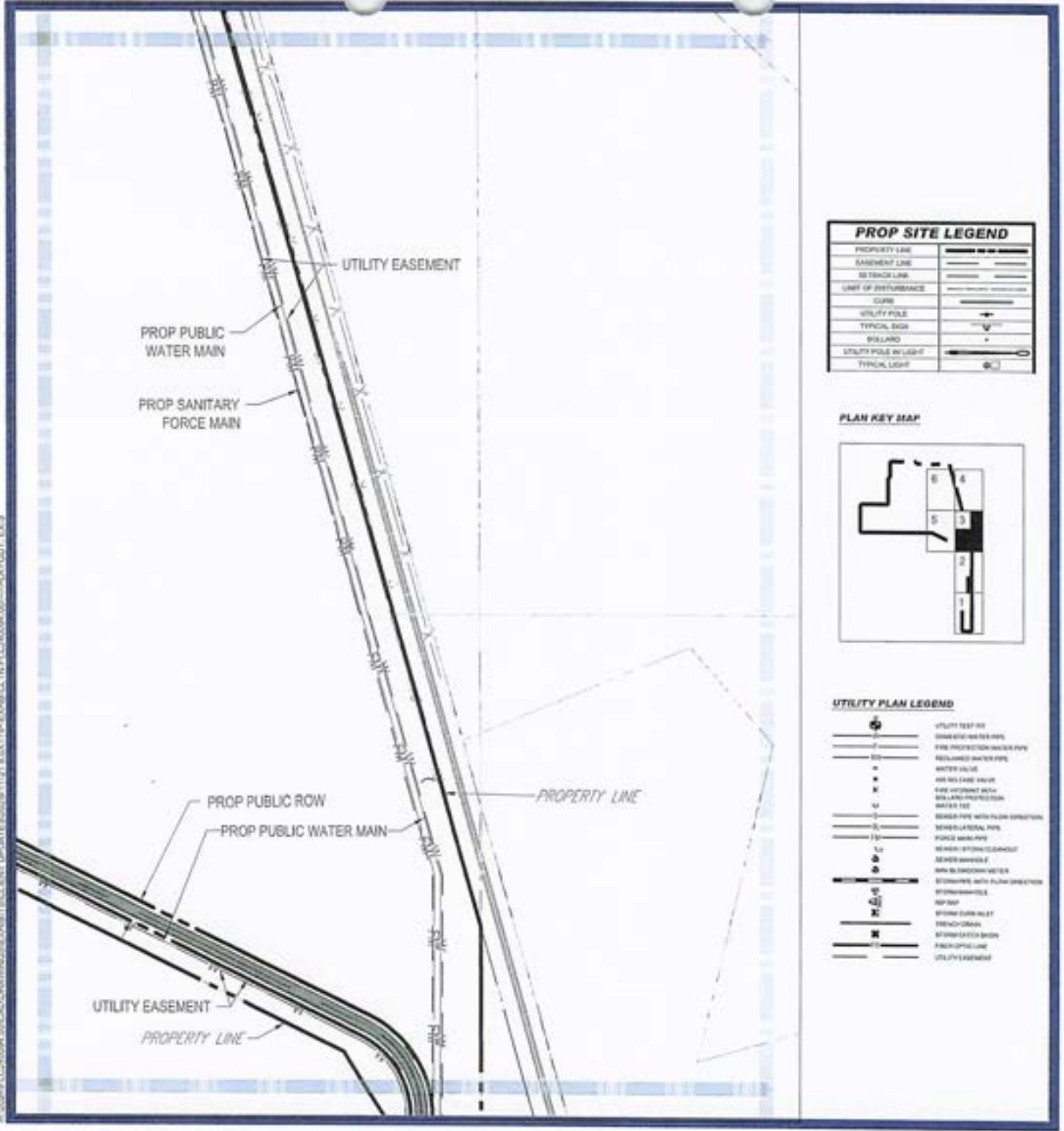
**EXHIBIT B - WATER AND WASTEWATER IMPROVEMENTS**  
 700 HWY 630  
 FORT MEADE, FL 33841  
 EX-1

**BOHLER //**  
 1900 NW CORPORATE BOULEVARD  
 SUITE 101E  
 BOCA RATON, FLORIDA 33431  
 Phone: (561) 571-0288  
 Fax: (561) 571-0281  
 FLORIDA BUSINESS CERT. OF AUTH. NO. 90780



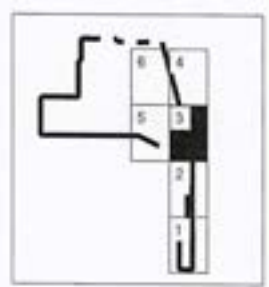


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PROP SITE LEGEND	
PROPERTY LINE	---
EASEMENT LINE	---
SETBACK LINE	---
LIMIT OF DISTURBANCE	---
CURE	---
UTILITY POLE	+
TYPICAL SIGN	+
BOLLARD	+
UTILITY POLE IN LIGHT	+
TYPICAL LIGHT	+

**PLAN KEY MAP**



**UTILITY PLAN LEGEND**

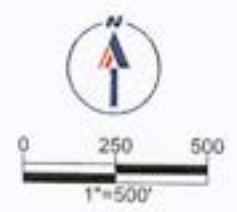
+	UTILITY TEST PIT
---	3" DIA. 15' DEEP WATER PIPE
---	6" DIA. PROTECTION UNDER PIPE
---	8" DIA. REGULATED WATER PIPE
W	WATER VALVE
W	WATER TAP
W	WATER METER
W	WATER METER WITH BOLLARD PROTECTION
W	WATER TEE
---	8" DIA. PIPE WITH FLOW DIRECTION
---	8" DIA. LATERAL PIPE
---	8" DIA. BRANCH PIPE
---	8" DIA. CLEANOUT
---	8" DIA. CLEANOUT WITH 18" DEPTH WATER
---	8" DIA. CLEANOUT WITH FLOW DIRECTION
W	WATER METER
W	WATER TAP
W	WATER METER
W	WATER TEE
---	8" DIA. BRANCH PIPE
---	8" DIA. CLEANOUT
---	8" DIA. CLEANOUT WITH 18" DEPTH WATER
---	8" DIA. CLEANOUT WITH FLOW DIRECTION
---	UTILITY EASEMENT

**EXHIBIT B - WATER AND WASTEWATER IMPROVEMENTS**  
 700 HWY 630  
 FORT MEADE, FL 33841  
 EX-3

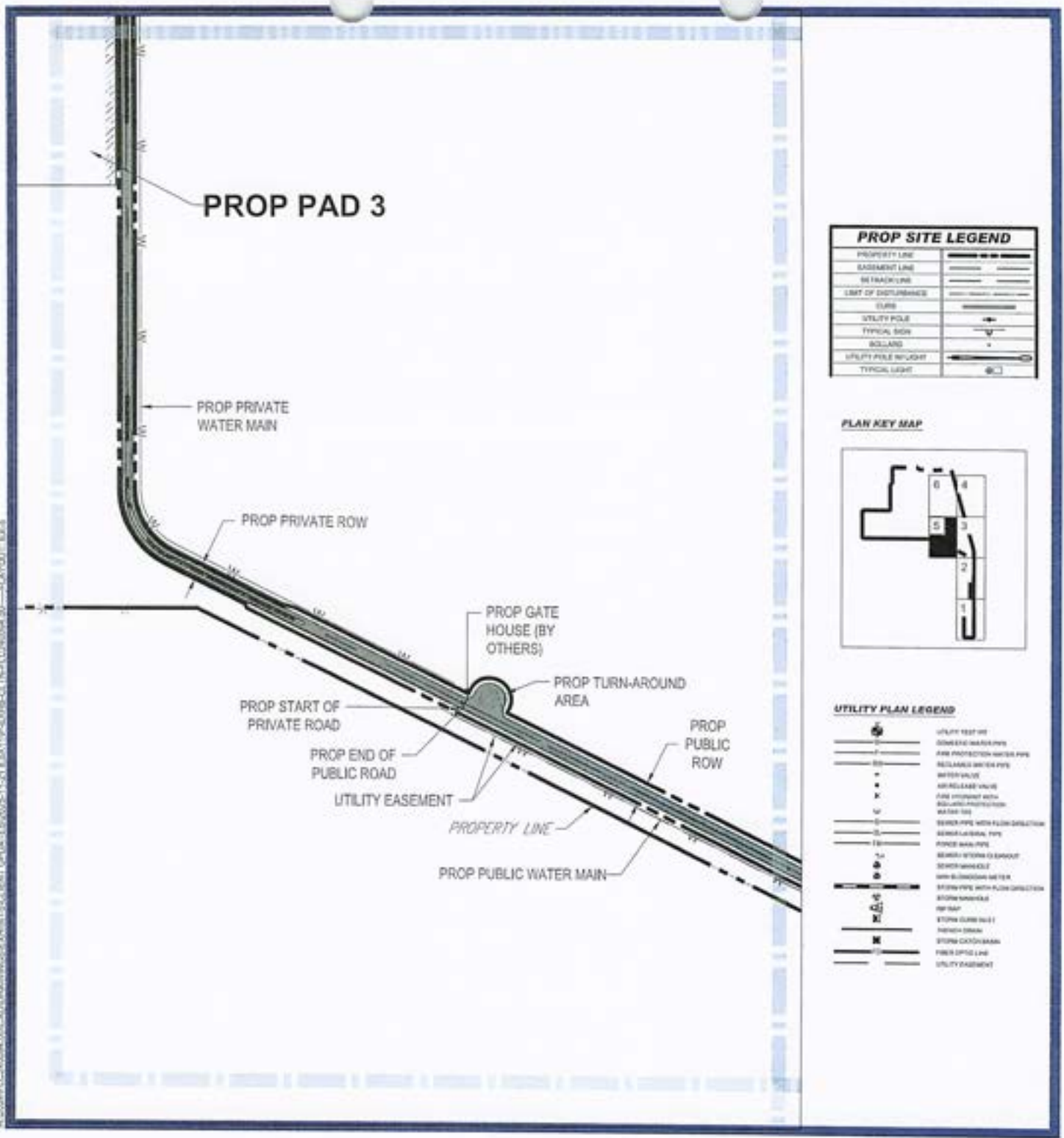
2025-11-25 | TP | FLC240094 | 0

**BOHLER //**

1900 NW CORPORATE BOULEVARD  
 SUITE 101E  
 BOCA RATON, FLORIDA 33431  
 Phone: (561) 571-0280  
 Fax: (561) 571-0281  
 FLORIDA BUSINESS CERT. OF AUTH. No. 30760

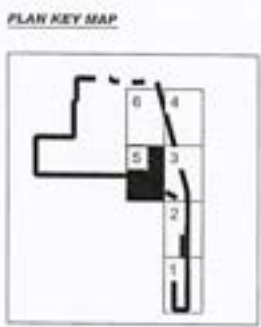






**PROP SITE LEGEND**

PROPERTY LINE	---
EASEMENT LINE	---
SE TRACKING LINE	---
LIMIT OF DISTURBANCE	---
CURB	---
UTILITY POLE	⊕
TYPICAL SIGN	⊕
BOLLARD	⊕
UTILITY POLE HEIGHT	⊕
TYPICAL LIGHT	⊕



**UTILITY PLAN LEGEND**

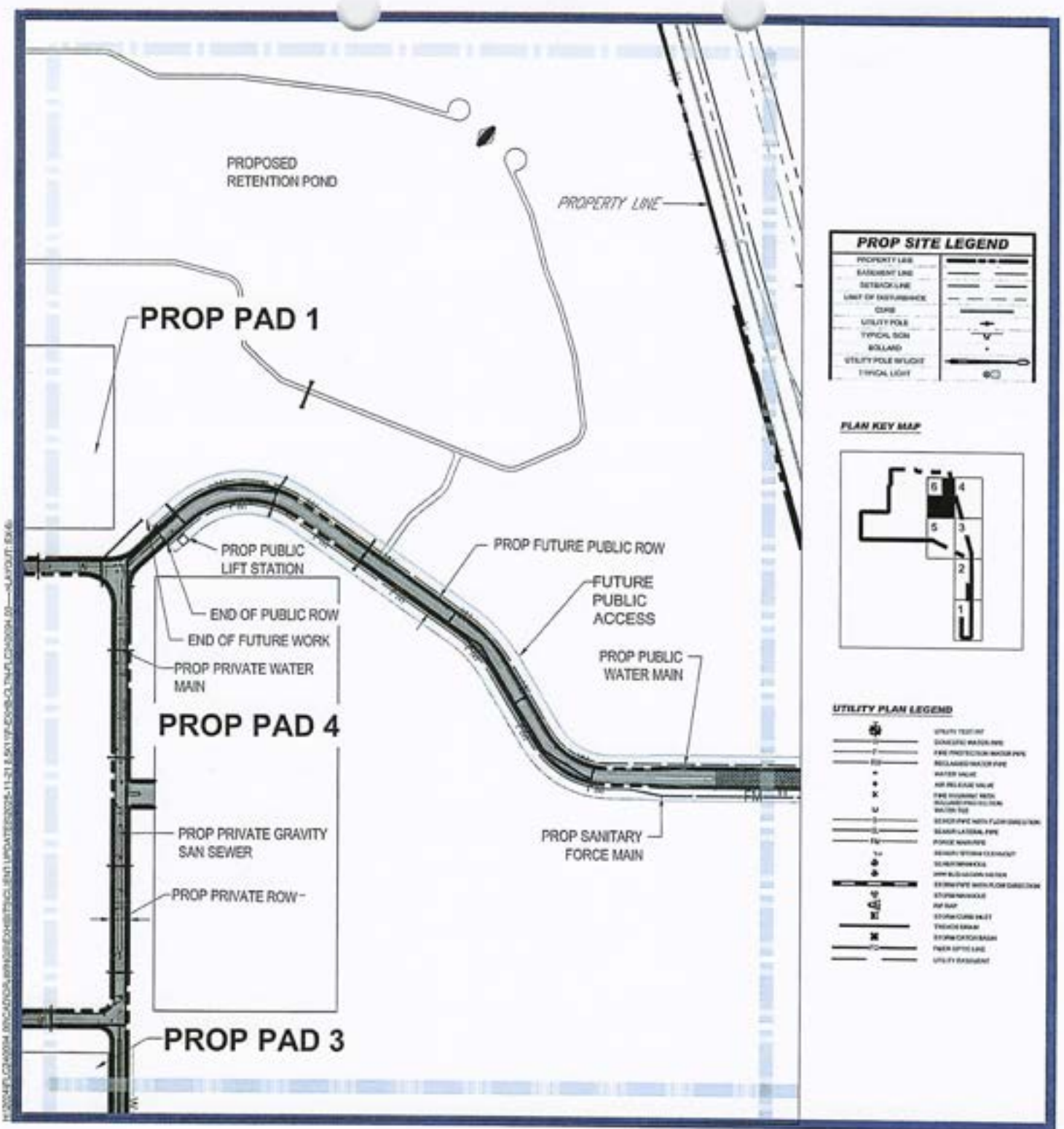
⊕	UTILITY TEST PIT
---	CONCRETE MANHOLE
---	AWP PROTECTION WATER PIPE
---	RELEASED WATER PIPE
⊕	WATER VALVE
⊕	AIR RELEASE VALVE
⊕	AWP STOPVAL WITH RELEASED PROTECTION WATER TAP
---	SEWER PIPE WITH FLOW DIRECTION
---	SEWER LATERAL PIPE
---	FORCE MAIN PIPE
---	SEWER STORM COLLECTION
⊕	SEWER MANHOLE
⊕	NEW 6" DRAINAGE MANHOLE
---	STONE PIPE WITH FLOW DIRECTION
⊕	STONE MANHOLE
⊕	SP RAY
⊕	STONE CURB BUILT
---	STONE DRAIN
---	STONE CATCH-BASIN
---	POWER OPTIC LINE
---	UTILITY EASEMENT

**EXHIBIT B - WATER AND WASTEWATER IMPROVEMENTS**  
 700 HWY 630  
 FORT MEADE, FL 33841  
 EX-5

2025-11-25 | TP | FLC240994 | 0

**BOHLER //**  
 1900 NW CORPORATE BOULEVARD  
 SUITE 101E  
 BOCA RATON, FLORIDA 33431  
 Phone: (561) 571-0280  
 Fax: (561) 571-0281  
 FLORIDA BUSINESS CERT. OF AUTH. NO. 30700





# EXHIBIT B - WATER AND WASTEWATER IMPROVEMENTS

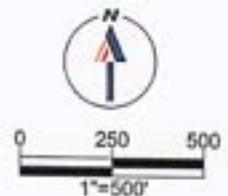
700 HWY 630  
FORT MEADE, FL 33841

EX-6

2025-11-25 | TP | FLC240004 | 0

## BOHLER //

1900 NW CORPORATE BOULEVARD  
SUITE 101E  
BOCA RATON, FLORIDA 33431  
Phone: (561) 571-0280  
Fax: (561) 571-0281  
FLORIDA BUSINESS CERT. OF AUTH. No. 20780



**CITY OF  
FORT MEADE, FLORIDA  
RESOLUTION R2026-19**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND FORT MEADE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DOING BUSINESS AS FORT MEADE DC, LLC, FOR THE DEVELOPMENT OF A DATA CENTER AND RELATED CITY INFRASTRUCTURE PROJECTS; PROVIDING AUTHORIZATION TO EXECUTE DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fort Meade ("City") is authorized under Florida Statutes Sections 163.3220 through 163.3243 (the "Development Agreement Act") to enter into development agreements to provide predictability for developers while ensuring adequate public facilities are available concurrent with development; and

**WHEREAS**, Fort Meade, LLC, a Delaware limited liability company, doing business as Fort Meade DC, LLC (the "Developer") is under contract to purchase certain real property in Fort Meade, Polk County, Florida, more particularly described in Exhibit "A" of the proposed Development Agreement (the "Property"); and

**WHEREAS**, on June 10, 2025, the City Commission adopted Ordinance 2025-09, approving an Industrial Planned Unit Development permitting a data center on the Property, with a maximum floor area ratio of 0.25 and a maximum height of three stories; and

**WHEREAS**, the Developer intends to submit a voluntary annexation application for portions of the Property in unincorporated Polk County within 180 days of the Agreement's effective date and to consolidate parcels for tax purposes and future subdivision in accordance with City Land Use regulations; and

**WHEREAS**, the Developer will design, permit, and construct water and wastewater infrastructure to meet the anticipated potable water demand of 50,000 GPD and sewer demand of 50,000 GPD at full buildout, with completion required prior to issuance of any certificate of occupancy; and

**WHEREAS**, the Developer will reimburse up to Three Hundred Thousand Dollars (\$300,000) for additional Polk Regional Water Cooperative (PRWC) charges, if applicable; and

**WHEREAS**, the Developer will construct roadways and driveways in accordance with City technical standards, as conceptually depicted in Exhibit "B" of the Agreement; and

**WHEREAS**, the Developer will provide a funding advance of Ten Million Dollars (\$10,000,000) in two installments to fund City infrastructure improvements (the "City Work"), which may include, without limitation, water and wastewater system improvements, fire station

upgrades, library improvements, communications systems, vertipad/vertiport feasibility studies, and strategic planning; and

**WHEREAS**, all expenditures from the Developer Funding Advance require prior approval by the City Commission to ensure proper oversight and alignment with City priorities; and

**WHEREAS**, the Developer will receive Impact Fee Credits based on actual construction costs of the Water and Wastewater Improvements, pursuant to Section 163.31801, Florida Statutes, which may be applied over a period of ten (10) years from issuance; and

**WHEREAS**, the City reserves capacity to meet the Project's water and sewer demand for twenty (20) years, subject to regulatory limitations, and agrees to review and approve all plans for Water and Wastewater Improvements within specified timelines; and

**WHEREAS**, upon completion of all infrastructure improvements and receipt of regulatory approvals, the Developer shall convey the improvements to the City at no cost; and

**WHEREAS**, the Developer Funding Advance may be reimbursed through ad valorem tax credits applied annually up to fifty percent (50%) of property taxes due; and

**WHEREAS**, the Agreement establishes the term, termination, and dispute resolution procedures, including good-faith negotiation and mediation, with the parties sharing costs equally; and

**WHEREAS**, the City Commission finds that entering into the Development Agreement promotes economic development, provides critical infrastructure improvements, supports long-term planning, and benefits the City's tax base; and

**WHEREAS**, the City Commission finds that execution of the Development Agreement is in the best interest of the City and authorizes the City Attorney to correct scrivener's errors or other minor non-substantive modifications without further Commission action; and

**WHEREAS**, all actions taken by the City Commission prior to the adoption of this Resolution in furtherance of the Development Agreement are hereby ratified.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:**

**Section 1. Authorization.** The City Commission hereby approves and authorizes the Mayor and City Manager to execute the Development Agreement with Fort Meade, LLC, a Delaware limited liability company, doing business as Fort Meade DC, LLC and to take all actions necessary to implement the Agreement.

**Section 2. Developer Funding Advance.** All expenditures from the Ten Million Dollar (\$10,000,000) Developer Funding Advance must be reviewed and approved by the City Commission prior to disbursement.

**Section 3. General Authority.** The Mayor, City Manager, Deputy Clerk, City Attorney, and other City agents and employees designated by the City Manager are authorized to perform all acts and execute all documents necessary to effectuate the purposes of this Resolution.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or its application, is held invalid or unconstitutional by any court, such portion shall be deemed separate and independent, and such holding shall not affect the validity of the remaining portions.

**Section 5. Scrivener's Errors and Technical Corrections.** The City Manager, Deputy Clerk, City Attorney, and other City agents and employees designated by the City Manager are authorized to correct typographical, numbering, formatting, or other technical or scrivener's errors in this Resolution. Any such corrections shall not affect the validity, enforceability, or intent of this Resolution, and shall not require further action by the City Commission.

**Section 6. Conflicting Resolutions.** All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Fort Meade, Florida, this 10<sup>th</sup> day of March 2026.

\_\_\_\_\_  
Nicole Patterson, Deputy City Clerk

By: \_\_\_\_\_  
Jaret Landon Williams, Mayor

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Markeishia Smith, City Attorney

**Requested by Administration**

**Voted**

Mayor Jaret Williams

\_\_\_\_\_

Vice Mayor Petrina McCutchen

\_\_\_\_\_

Commissioner James Watts

\_\_\_\_\_

Commissioner Matthew Taylor

\_\_\_\_\_

Commissioner Candice Lott

\_\_\_\_\_



**CITY OF FORT MEADE  
PROPOSED FUTURE LAND USE MAP AMENDMENT AND REZONING**

**OVERVIEW REPORT**

March 10, 2026

---

**TO:** Fort Meade, City Commission

**PREPARED BY:** Central Florida Regional Planning Council

**SUBJECT:** **FUTURE LAND USE MAP AMENDMENT**

Applicant-initiated request to amend the Future Land Use map of the City of Fort Meade, Florida, amending one (1) parcel of land comprising +/-3.76 acres, Parcel Identification Number 25-31-22-000000-042020 on property located at 929 US 17 North, from the Future Land Use of Commercial to Industrial

and

**REZONING:**

Applicant-initiated request to amend the Official Zoning map of the City of Fort Meade, Florida, amending one amending one (1) parcel of land comprising +/-3.76 acres, Parcel Identification Number 25-31-22-000000-042020 on property located at 929 US 17 North, from the zoning of C-2, Commercial Corridor to M-2, Heavy Industrial.

**AGENDA AND HEARING DATES:**

February 9, 2026 5:30 PM:	Planning and Zoning Board (Public Hearing)
March 10, 2026, 6:00 PM:	City Commission (First Reading)
April 14, 2026, 6:00 PM:	City Commission (Second Reading, Public Hearing)

**ATTACHMENTS:**

- Aerial Photo Map
- Existing Future Land Use Map
- Proposed Future Land Use Map
- Existing Zoning Map
- Proposed Zoning Map

**OVERVIEW:**

<b>Applicant</b>	Chad Linn, Linn Engineering and Design
<b>Property Owner</b>	Hassan Al Kouz
<b>Parcel ID</b>	25-31-22-000000-042020
<b>Subject Area</b>	+/-3.76 acres
<b>Existing Future Land Use</b>	Commercial
<b>Proposed Future Land Use</b>	<b>Industrial</b>
<b>Existing Zoning</b>	C-2, Commercial Corridor
<b>Proposed Zoning</b>	<b>M-2, Heavy Industrial</b>

Chad Linn (applicant) and Hassan Al Kouz (property owner) are requesting a Future Land Use Map Amendment and rezoning on one (1) parcel of land comprising +/-3.76 acres from the Future Land Use of Commercial to Industrial, and the zoning of C-2, Commercial Corridor to M-2, Heavy Industry. The subject parcel, identified by Parcel ID#: 25-31-22-000000-042020, is located at 929 US 17 North Fort Meade, Florida 33841. See Aerial Photo Map below for location.

CITY OF FORT MEADE  
AERIAL PHOTO MAP



**REASON FOR REQUEST:**

The purpose of the request is to assign designations consistent with surrounding parcels, which are also assigned Industrial designations.

The site is currently developed, containing a commercial building structure, which the property owner intends to utilize. No additional development is proposed at this time. The Future Land Use change and rezoning will increase the marketability of the property for future industrial opportunities.

**STANDARDS FOR EVALUATING FUTURE LAND USE AND ZONING CHANGES:**

The City of Fort Meade Planning and Zoning Board will provide recommendations, and the City Commission will make a final motion to accept, reject, modify, return, or continue to seek additional information on all proposed Future Land Use and zoning changes. The review shall be considered and evaluated against the following standards:

- *Consistency with the City's Comprehensive Plan and Land Development Code.*
- *Land Use Compatibility.*

- *Public Facilities and Services Analysis.*

**Consistency with the City's Comprehensive Plan and Land Development Code:**

The proposed Future Land Use Map amendment, assigning a designation of **Industrial**, is **consistent** with the City of Fort Meade Comprehensive Plan in that the change will serve opportunities for additional city industrial needs, located in an area with available infrastructure to serve development. The proposed zoning of **M-2, Heavy Industrial** is **consistent** with the proposed Future Land Use. Descriptions for both the existing and proposed Future Land Use and zoning designations are provided below for reference:

**EXISTING – FUTURE LAND USE:**

**City of Fort Meade Comprehensive Plan, Future Land Use Element, Policy 2.2 (c) – Commercial:** Permitted uses include office, retail, automotive wholesale, and related commercial activities. Also permitted are public facilities. Commercial development shall not exceed a floor area ratio of 0.75 and maximum impervious surface shall not exceed 85% of the site.

**PROPOSED – FUTURE LAND USE:**

**City of Fort Meade Comprehensive Plan, Future Land Use Element, Policy 2.2 (e) Industrial.** Permitted uses include large-scale manufacturing or processing activities. Also permitted are public facilities. Industrial development shall not exceed a floor area ratio of 0.7 and maximum impervious surface not to exceed 85% of the site.

**EXISTING – ZONING:**

**City of Fort Meade Land Development Code, Section 2.05.02.10 C-2 Commercial Corridor District:** This district includes all of the commercial uses along US 17 and, may in the future, include some portions of East and West Broadway. Both roadways serve as transportation corridors for the city and the commercial activity centers in the city. At the time of adoption of this Code, in general, West Broadway is zoned HIS because of the limitation of the historic downtown; and East Broadway is zoned C-1 where there is only neighborhood commercial activity.

**PROPOSED – ZONING:**

**City of Fort Meade Land Development Code, Section 2.05.02.13(B) – M-2 Industrial:** It is the intent to encourage and promote the development of a coordinated and related industrial complex located in areas where there are sufficiently large enough to meet the needs of limited types of varieties of industrial activities.

**Land Use Compatibility:**

The subject parcel is located on the west side of US 17 North, north of 9<sup>th</sup> Street Northeast. Properties directly abutting the subject parcel on the north, south and west sides have Industrial Future Land Use and zoning designations. The property to the north is owned and operated by Valmont Utility, which is a utility pole manufacturing company. The properties to the south and west are currently vacant. On the east side of US 17 North is commercially-zoned land which is currently used for cattle grazing.

The *Land Use Matrix* below outlines the existing and proposed Future Land Use and zoning of the subject parcel, and the existing Future Land Use and zoning of adjacent properties, including the existing use of properties. Proposed Future Land Use and Zoning Maps are attached for reference.

<p><b><u>Northwest:</u></b>          FLU: Industrial          Zoning: M-2          Use: Vacant</p>	<p><b><u>North:</u></b>          FLU: Industrial          Zoning: M-2          Use: Valmont Utility</p>	<p><b><u>Northeast:</u></b>          FLU: Commercial          Zoning: C-2          Use: Vacant</p>
<p><b><u>West:</u></b>          FLU: Industrial          Zoning: N-2          Use: Vacant</p>	<p><b><u>Subject Property:</u></b>          Current FLU: Commercial  <b>Requested FLU: Public Facilities</b>          Current Zoning: PUD  <b>Requested Zoning: PB, Public Buildings</b>          Use: Vacant</p>	<p><b><u>East:</u></b>          FLU: Commercial          Zoning: C-2          Use: Vacant</p>
<p><b><u>Southwest:</u></b>  <b><u>West:</u></b>          FLU: Industrial          Zoning: M-2          Use: Vacant</p>	<p><b><u>South:</u></b>          FLU: Industrial          Zoning: M-2          Use: Vacant</p>	<p><b><u>Southeast:</u></b>          FLU: Commercial          Zoning: C-2          Use: Vacant</p>

The proposed Industrial Future Land Use and M-2 zoning are consistent with the designations assigned to neighboring properties. The proposed changes, including future use of the site are anticipated to be compatible with the character of the surrounding area.

**Impact on Public Facilities and Services:**

The following is a summary analysis of impacts on public facilities and services:

***Potable Water:***

The parcel has a 1.5” metered water line installed coming off a 6” main located along US Highway 17. Capacity exists within the City’s current system to support continuing and future development. Additional review will be handled at time of any future development proposals.

***Sanitary Sewer:***

City sewer is currently available to serve the site.. Additional review will be handled at time of any future development proposals.

***Solid Waste:***

Future development on the site will not negatively impact solid waste collection services.

***Traffic/Transportation:***

The site has direct access to US 17 North. The proposed development activity is anticipated to have little impact on nearby roadways. Traffic impacts, including any required improvements will be reviewed at time of any future development proposals.

***Public School Facilities:***

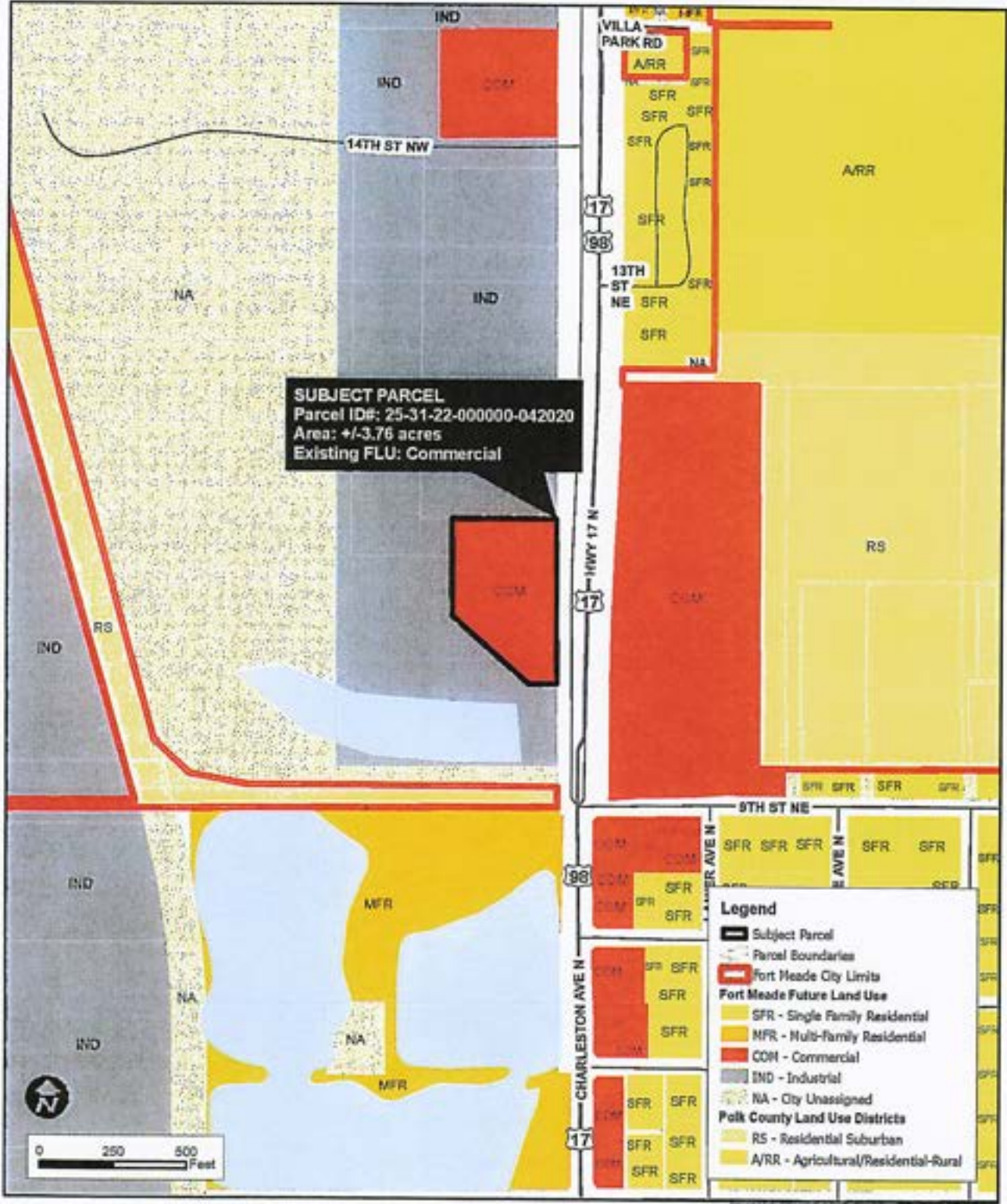
Because the Industrial assignments do not support residential development, the proposed changes will have no impact on public schools.

**Recreational Facilities:**

Because the Industrial assignments do not support residential development, the proposed changes will have no impact on the City's recreational facilities.

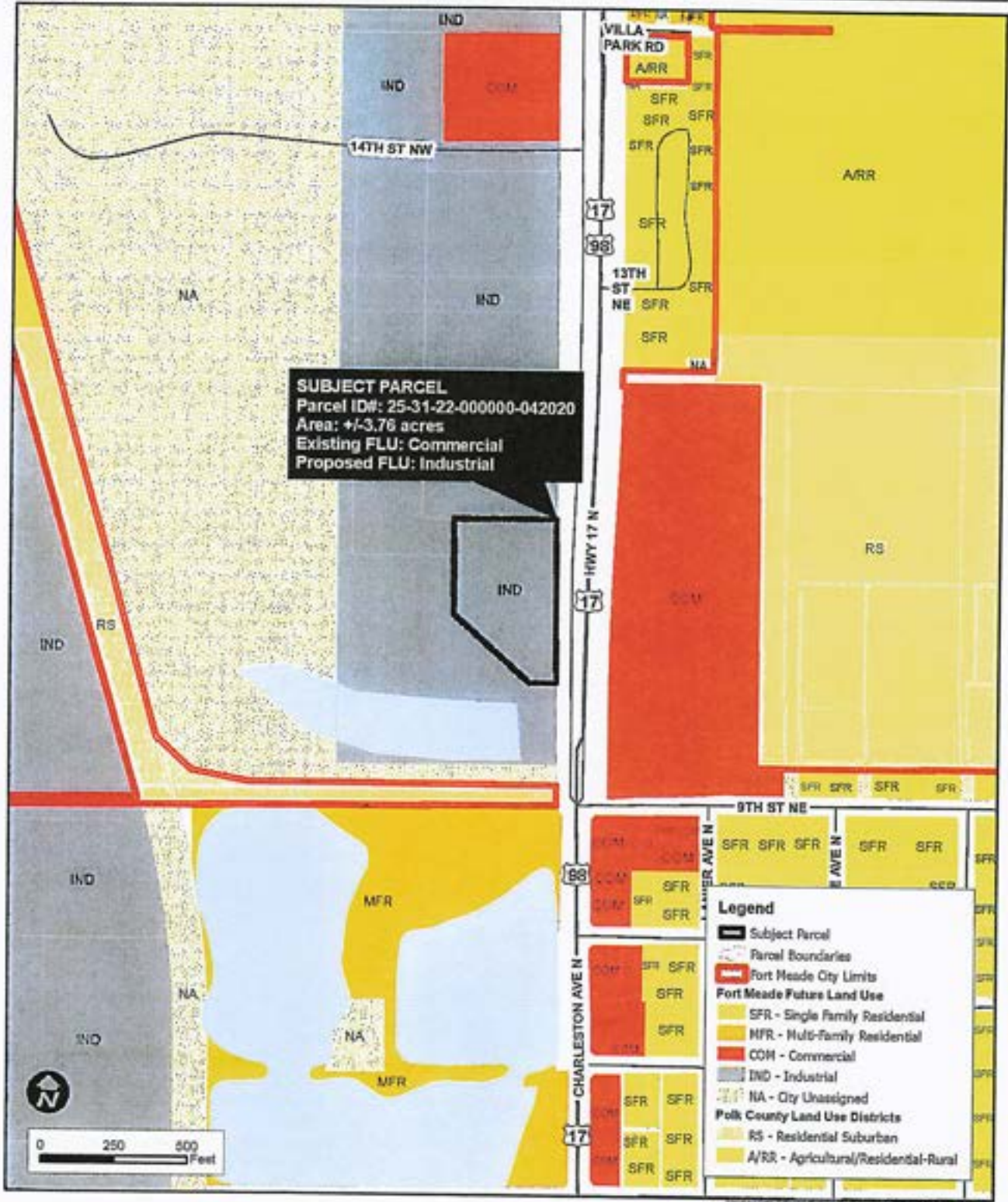
Existing Future Land Use

CITY OF FORT MEADE  
EXISTING FUTURE LAND USE MAP



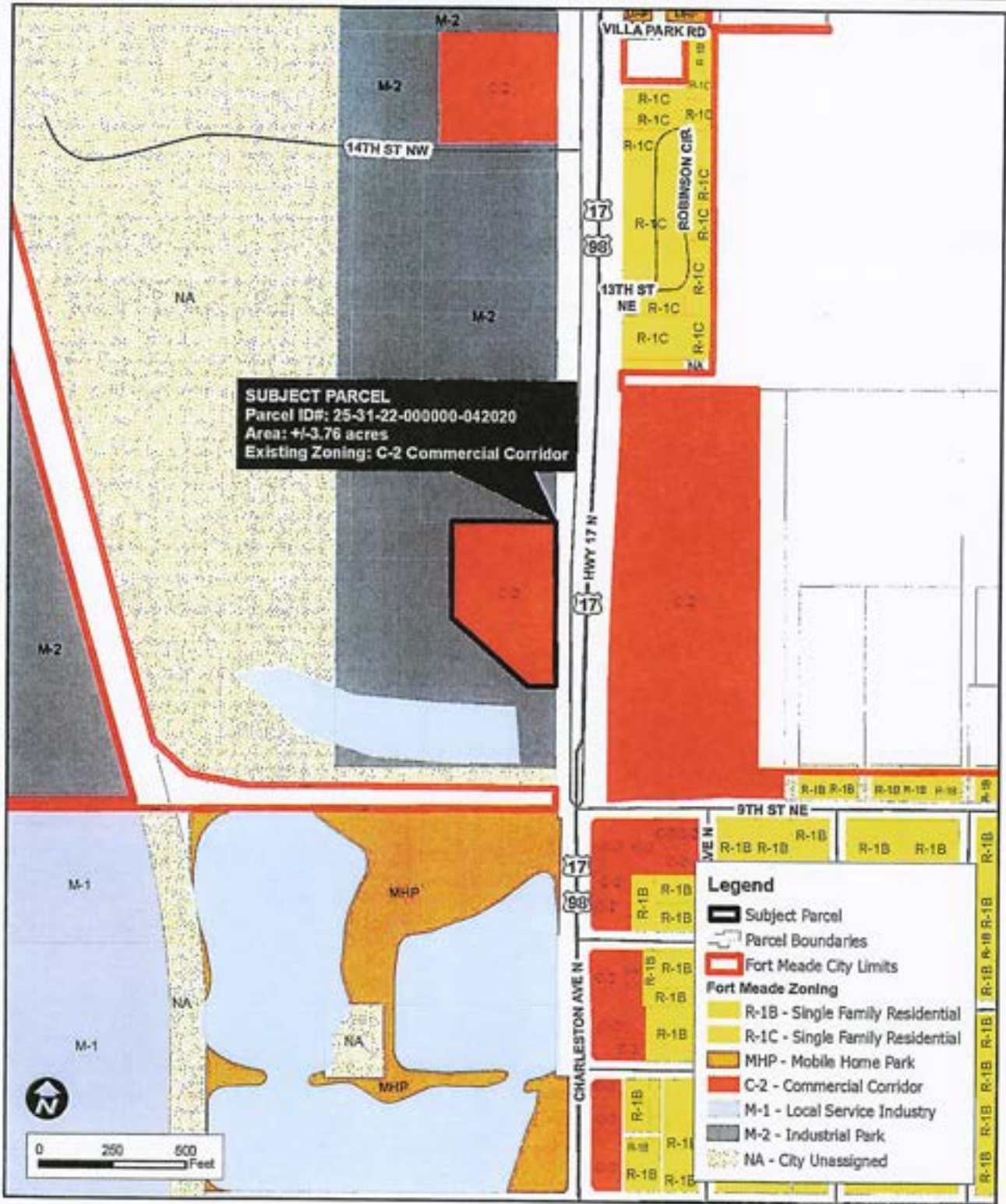
Proposed Future Land Use

CITY OF FORT MEADE  
**PROPOSED FUTURE LAND USE MAP**



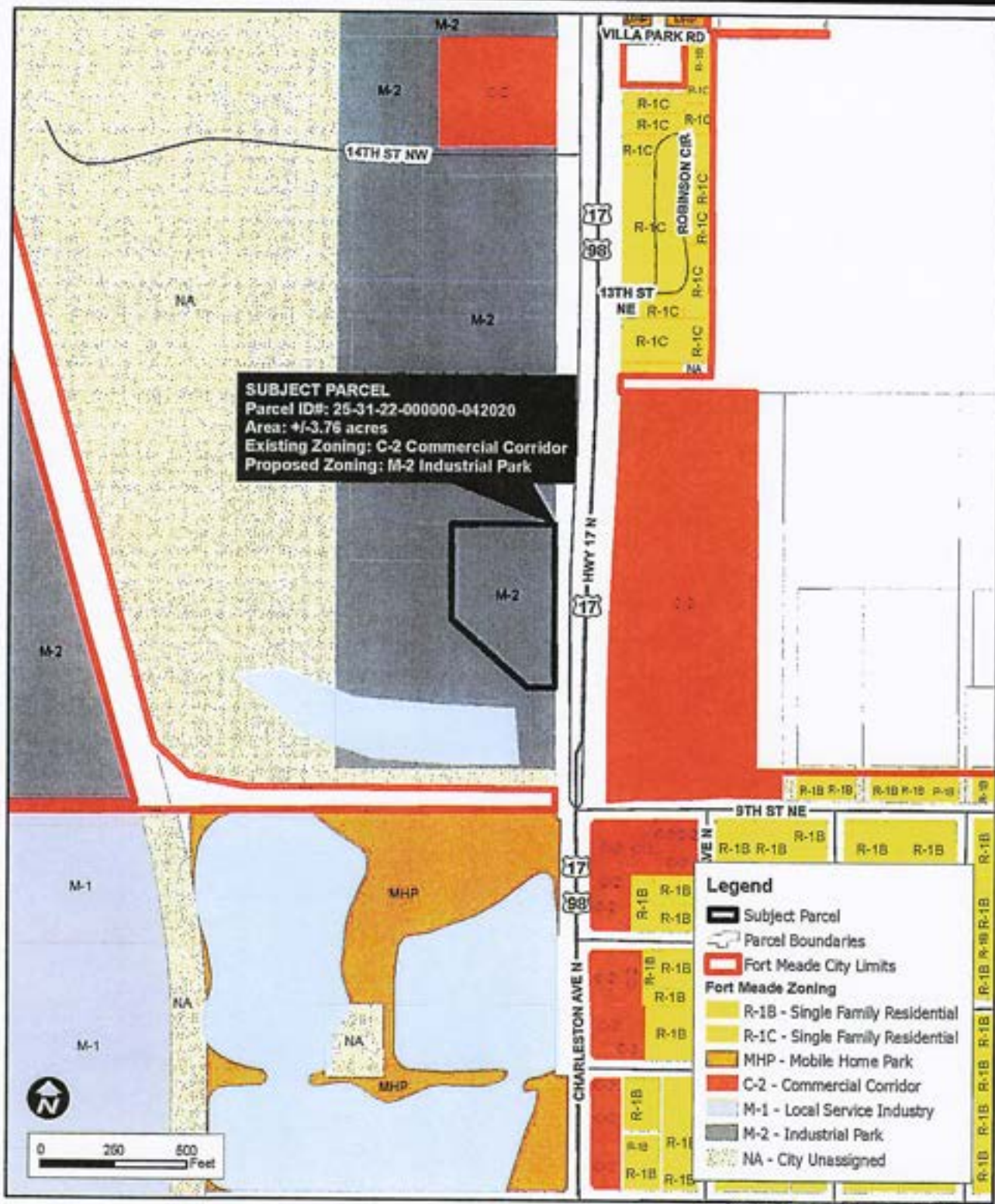
# Existing Zoning

## CITY OF FORT MEADE EXISTING ZONING MAP



Proposed Zoning

CITY OF FORT MEADE  
PROPOSED ZONING MAP



**AN ORDINANCE OF THE CITY OF FORT MEADE, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF FORT MEADE, FLORIDA, SPECIFICALLY AMENDING ONE (1) PARCEL OF LAND LOCATED WEST OF US 17 NORTH, NORTH OF 9<sup>TH</sup> STREET, COMPRISING APPROXIMATELY +/-3.76 ACRES (PARCEL ID: 25-31-22-000000-042020) FROM THE FUTURE LAND USE OF COMMERCIAL TO INDUSTRIAL; TRANSMITTING SAID AMENDMENT TO FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1. FINDINGS AND INTENT.** In adopting this Ordinance and amending the City's Comprehensive Plan, the City Commission of Fort Meade, Florida hereby makes the following findings:

(1) Chapter 163, Part II, Florida Statutes, establishes the Community Planning Act ("Act"), which empowers and mandates the City of Fort Meade, Florida ("City"), 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.

(2) Pursuant to the Act, the City has adopted a comprehensive plan ("Comprehensive Plan").

(3) The Act authorizes a local government desiring to revise its comprehensive plan to prepare and adopt comprehensive plan amendments.

(4) The City has prepared an amendment to the Future Land Use Map of the Comprehensive Plan to designate certain property within the City with a Future Land Use classification of "Industrial".

(5) Pursuant to Section 163.3187, Florida Statutes, the City Commission held a meeting and hearing on this Map Amendment, 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.

(6) In exercise of its authority the City Commission has determined it necessary to adopt the proposed amendment to the Future Land Use Map contained herein and as shown as Exhibit "A" to 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; and to ensure that the Comprehensive Plan is in full compliance with State law.

(7) The City Commission finds that the proposed amendment to the Future Land Use Map contained herein furthers the purposes of, and is consistent with, the City's Comprehensive Plan, and is consistent with and compliant with State law, including, but not limited to, Chapter 163, Part II, Florida Statutes.

**Section 2. AMENDMENT TO FUTURE LAND USE MAP.** The Future Land Use Map of the City's Comprehensive Plan is hereby amended to include the map amendment set forth in Exhibit "A," attached hereto and incorporated herein by reference, which applies the "Industrial" Future Land Use designation to the property as designated on such Exhibit.

**Section 3. SEVERABILITY.** 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 4. REPEAL OF INCONSISTENT ORDINANCES.** All existing ordinances or parts of existing ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. COPY ON FILE WITH CLERK.** An official, true, and correct copy of this Ordinance and the City's Comprehensive Plan, as adopted and amended from time to time, shall be maintained by the City Clerk. The City Clerk shall make copies available to the public for a reasonable publication charge.

**Section 6. EFFECTIVE DATE.** This plan amendment shall be effective in accordance with Section 163.3187(5)(c).

**PASSED ON FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**PASSED ON SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF FORT MEADE, FLORIDA**

\_\_\_\_\_  
**Jaret Landon Williams, Mayor**

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Nicole Patterson, City Clerk

\_\_\_\_\_  
Markeishia Smith, City Attorney

**Requested by**

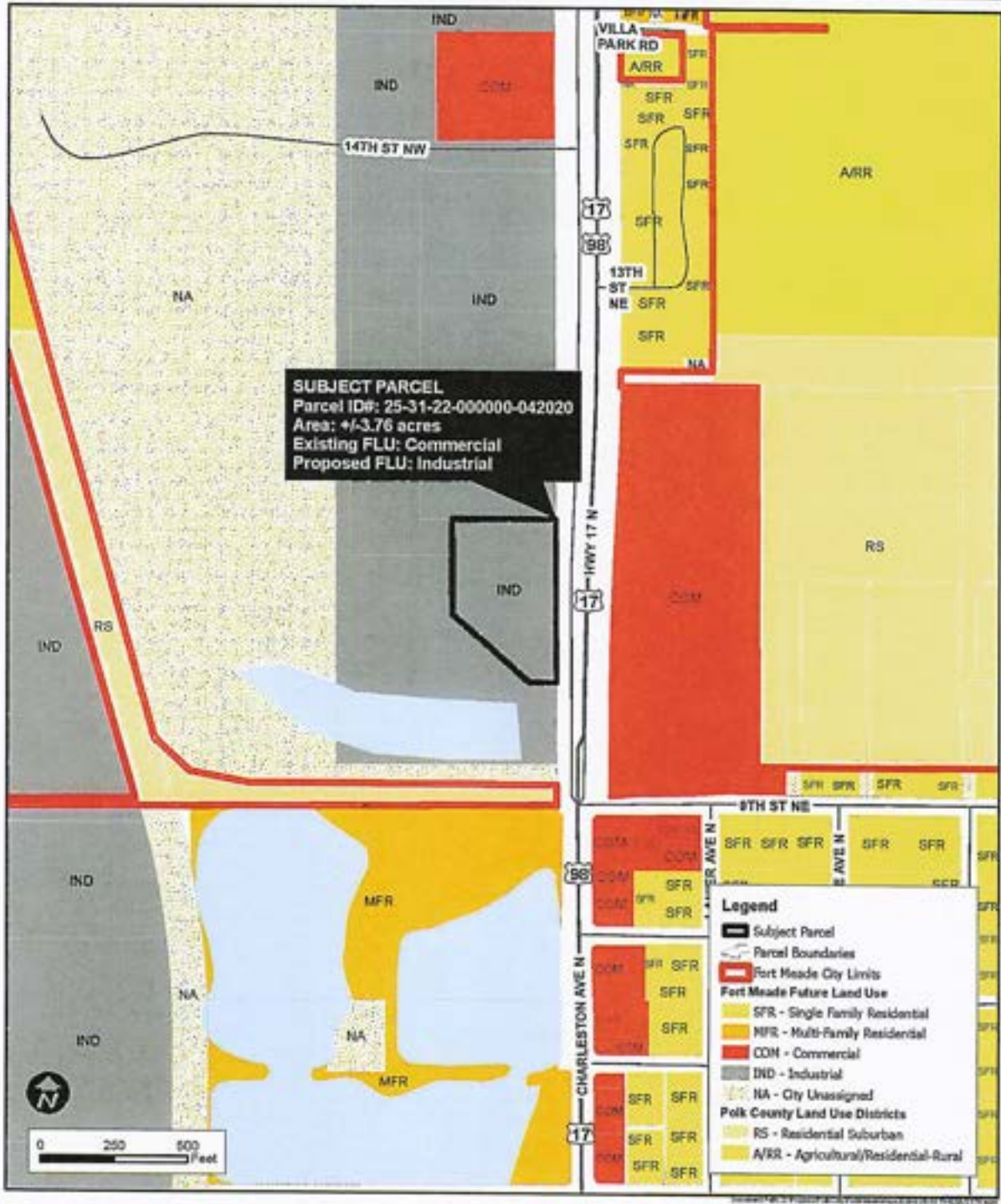
**Voted**

Vice Mayor Petrina McCutchen  
Commissioner James Watts  
Commissioner Candice Lott  
Mayor Jaret Landon Williams  
Commissioner Matthew Taylor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A"**

**CITY OF FORT MEADE  
PROPOSED FUTURE LAND USE MAP**





**CITY OF FORT MEADE  
PROPOSED FUTURE LAND USE MAP AMENDMENT AND REZONING**

**OVERVIEW REPORT**

March 10, 2026

---

**TO:** Fort Meade, City Commission

**PREPARED BY:** Central Florida Regional Planning Council

**SUBJECT:** **FUTURE LAND USE MAP AMENDMENT**

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and

**REZONING:**

Applicant-initiated request to amend the Official Zoning map of the City of Fort Meade, Florida, amending one amending one (1) parcel of land comprising +/-3.76 acres, Parcel Identification Number 25-31-22-000000-042020 on property located at 929 US 17 North, from the zoning of C-2, Commercial Corridor to M-2, Heavy Industrial.

**AGENDA AND HEARING DATES:**

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**ATTACHMENTS:**

- Aerial Photo Map
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- Proposed Future Land Use Map
- Existing Zoning Map
- Proposed Zoning Map

**OVERVIEW:**

<b>Applicant</b>	Chad Linn, Linn Engineering and Design
<b>Property Owner</b>	Hassan Al Kouz
<b>Parcel ID</b>	25-31-22-000000-042020
<b>Subject Area</b>	+/-3.76 acres
<b>Existing Future Land Use</b>	Commercial
<b>Proposed Future Land Use</b>	<b>Industrial</b>
<b>Existing Zoning</b>	C-2, Commercial Corridor
<b>Proposed Zoning</b>	<b>M-2, Heavy Industrial</b>

Chad Linn (applicant) and Hassan Al Kouz (property owner) are requesting a Future Land Use Map Amendment and rezoning on one (1) parcel of land comprising +/-3.76 acres from the Future Land Use of Commercial to Industrial, and the zoning of C-2, Commercial Corridor to M-2, Heavy Industry. The subject parcel, identified by Parcel ID#: 25-31-22-000000-042020, is located at 929 US 17 North Fort Meade, Florida 33841. See Aerial Photo Map below for location.



### **REASON FOR REQUEST:**

The purpose of the request is to assign designations consistent with surrounding parcels, which are also assigned Industrial designations.

The site is currently developed, containing a commercial building structure, which the property owner intends to utilize. No additional development is proposed at this time. The Future Land Use change and rezoning will increase the marketability of the property for future industrial opportunities.

### **STANDARDS FOR EVALUATING FUTURE LAND USE AND ZONING CHANGES:**

The City of Fort Meade Planning and Zoning Board will provide recommendations, and the City Commission will make a final motion to accept, reject, modify, return, or continue to seek additional information on all proposed Future Land Use and zoning changes. The review shall be considered and evaluated against the following standards:

- *Consistency with the City's Comprehensive Plan and Land Development Code.*
- *Land Use Compatibility.*

- *Public Facilities and Services Analysis.*

**Consistency with the City's Comprehensive Plan and Land Development Code:**

The proposed Future Land Use Map amendment, assigning a designation of **Industrial**, is **consistent** with the City of Fort Meade Comprehensive Plan in that the change will serve opportunities for additional city industrial needs, located in an area with available infrastructure to serve development. The proposed zoning of **M-2, Heavy Industrial** is **consistent** with the proposed Future Land Use. Descriptions for both the existing and proposed Future Land Use and zoning designations are provided below for reference:

**EXISTING – FUTURE LAND USE:**

**City of Fort Meade Comprehensive Plan, Future Land Use Element, Policy 2.2 (c) -- Commercial:** Permitted uses include office, retail, automotive wholesale, and related commercial activities. Also permitted are public facilities. Commercial development shall not exceed a floor area ratio of 0.75 and maximum impervious surface shall not exceed 85% of the site.

**PROPOSED – FUTURE LAND USE:**

**City of Fort Meade Comprehensive Plan, Future Land Use Element, Policy 2.2 (e) Industrial.** Permitted uses include large-scale manufacturing or processing activities. Also permitted are public facilities. Industrial development shall not exceed a floor area ratio of 0.7 and maximum impervious surface not to exceed 85% of the site.

**EXISTING – ZONING:**

**City of Fort Meade Land Development Code, Section 2.05.02.10 C-2 Commercial Corridor District:** This district includes all of the commercial uses along US 17 and, may in the future, include some portions of East and West Broadway. Both roadways serve as transportation corridors for the city and the commercial activity centers in the city. At the time of adoption of this Code, in general, West Broadway is zoned HIS because of the limitation of the historic downtown; and East Broadway is zoned C-1 where there is only neighborhood commercial activity.

**PROPOSED – ZONING:**

**City of Fort Meade Land Development Code, Section 2.05.02.13(B) – M-2 Industrial:** It is the intent to encourage and promote the development of a coordinated and related industrial complex located in areas where there are sufficiently large enough to meet the needs of limited types of varieties of industrial activities.

**Land Use Compatibility:**

The subject parcel is located on the west side of US 17 North, north of 9<sup>th</sup> Street Northeast. Properties directly abutting the subject parcel on the north, south and west sides have Industrial Future Land Use and zoning designations. The property to the north is owned and operated by Valmont Utility, which is a utility pole manufacturing company. The properties to the south and west are currently vacant. On the east side of US 17 North is commercially-zoned land which is currently used for cattle grazing.

The *Land Use Matrix* below outlines the existing and proposed Future Land Use and zoning of the subject parcel, and the existing Future Land Use and zoning of adjacent properties, including the existing use of properties. Proposed Future Land Use and Zoning Maps are attached for reference.

<p><b><u>Northwest:</u></b>          FLU: Industrial          Zoning: M-2          Use: Vacant</p>	<p><b><u>North:</u></b>          FLU: Industrial          Zoning: M-2          Use: Valmont Utility</p>	<p><b><u>Northeast:</u></b>          FLU: Commercial          Zoning: C-2          Use: Vacant</p>
<p><b><u>West:</u></b>          FLU: Industrial          Zoning: N-2          Use: Vacant</p>	<p><b><u>Subject Property:</u></b>          Current FLU: Commercial  <b>Requested FLU: Public Facilities</b>          Current Zoning: PUD  <b>Requested Zoning: PB, Public Buildings</b>          Use: Vacant</p>	<p><b><u>East:</u></b>          FLU: Commercial          Zoning: C-2          Use: Vacant</p>
<p><b><u>Southwest:</u></b>  <b><u>West:</u></b>          FLU: Industrial          Zoning: M-2          Use: Vacant</p>	<p><b><u>South:</u></b>          FLU: Industrial          Zoning: M-2          Use: Vacant</p>	<p><b><u>Southeast:</u></b>          FLU: Commercial          Zoning: C-2          Use: Vacant</p>

The proposed Industrial Future Land Use and M-2 zoning are consistent with the designations assigned to neighboring properties. The proposed changes, including future use of the site are anticipated to be compatible with the character of the surrounding area.

**Impact on Public Facilities and Services:**

The following is a summary analysis of impacts on public facilities and services:

***Potable Water:***

The parcel has a 1.5” metered water line installed coming off a 6” main located along US Highway 17. Capacity exists within the City’s current system to support continuing and future development. Additional review will be handled at time of any future development proposals.

***Sanitary Sewer:***

City sewer is currently available to serve the site.. Additional review will be handled at time of any future development proposals.

***Solid Waste:***

Future development on the site will not negatively impact solid waste collection services.

***Traffic/Transportation:***

The site has direct access to US 17 North. The proposed development activity is anticipated to have little impact on nearby roadways. Traffic impacts, including any required improvements will be reviewed t-time of any future development proposals.

***Public School Facilities:***

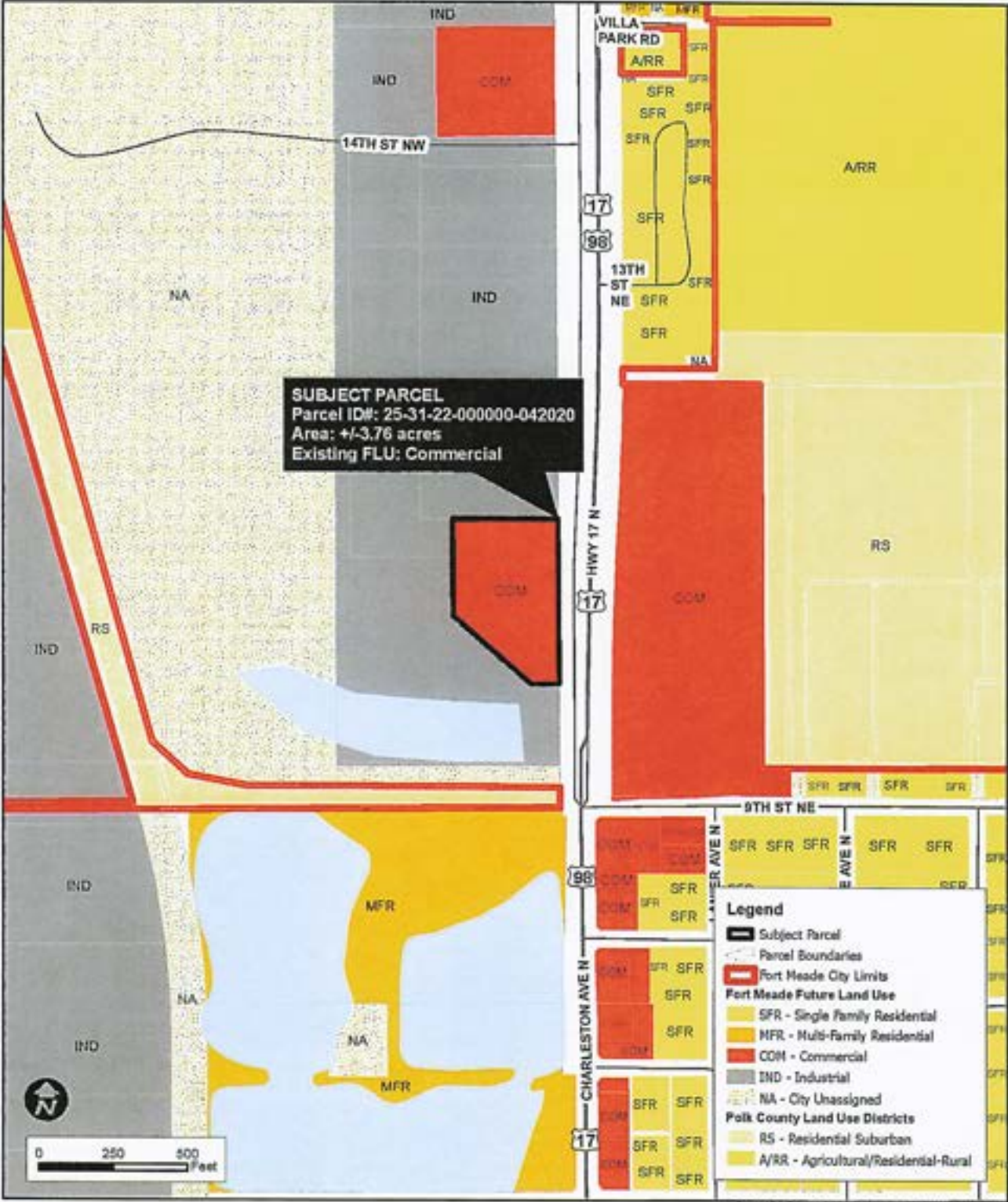
Because the Industrial assignments do not support residential development, the proposed changes will have no impact on public schools.

**Recreational Facilities:**

Because the Industrial assignments do not support residential development, the proposed changes will have no impact on the City's recreational facilities.

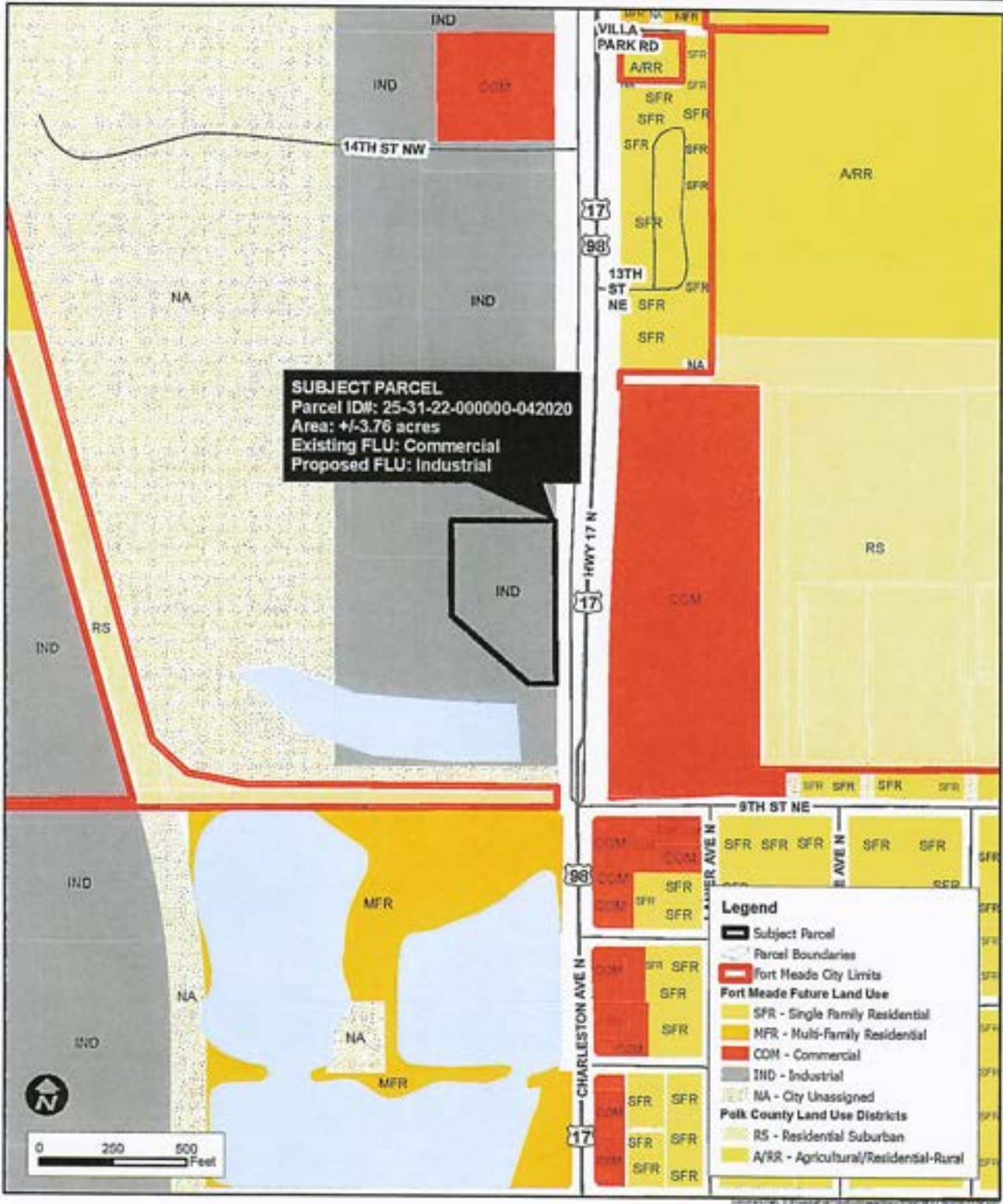
# Existing Future Land Use

## CITY OF FORT MEADE EXISTING FUTURE LAND USE MAP



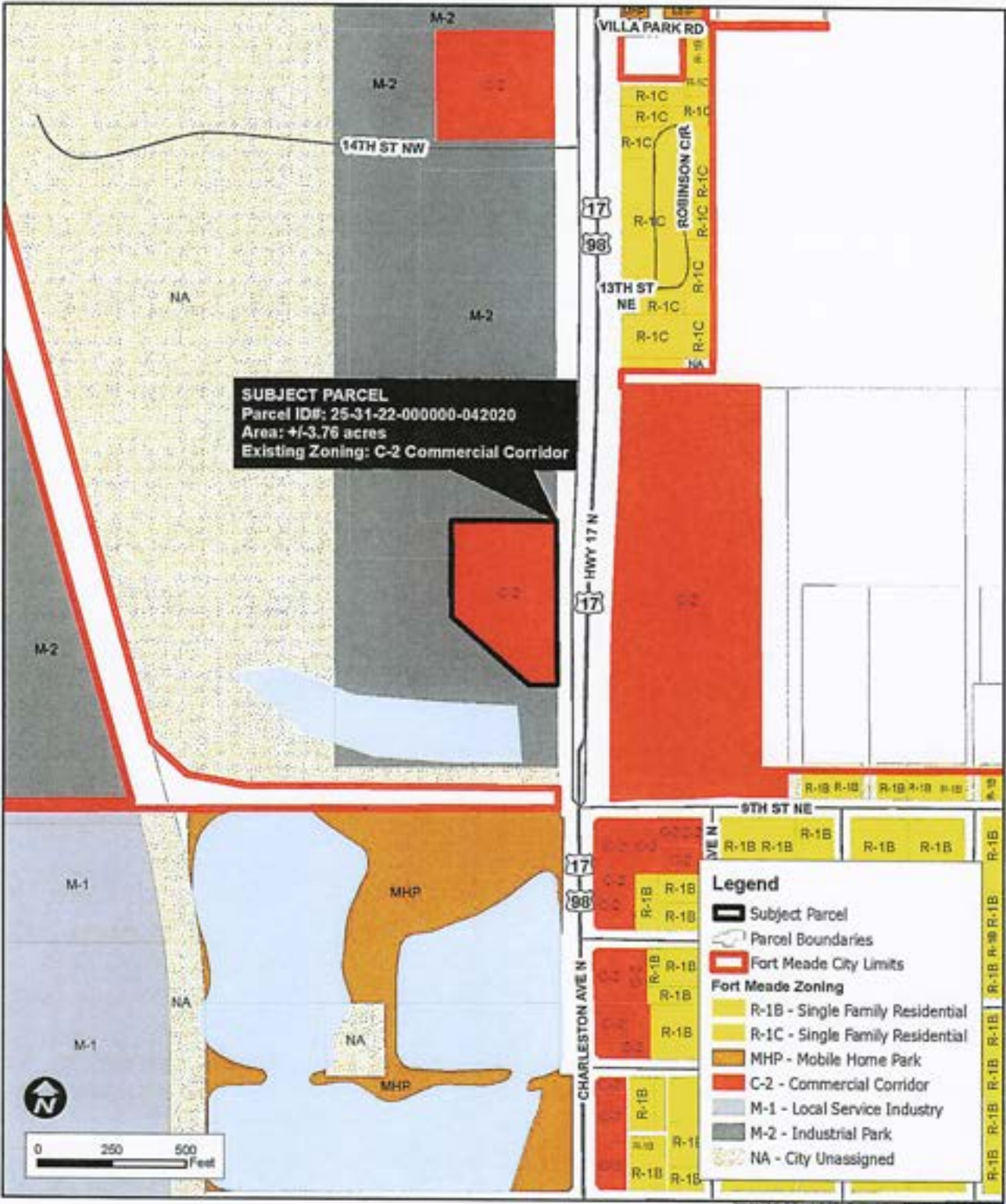
# Proposed Future Land Use

## CITY OF FORT MEADE PROPOSED FUTURE LAND USE MAP



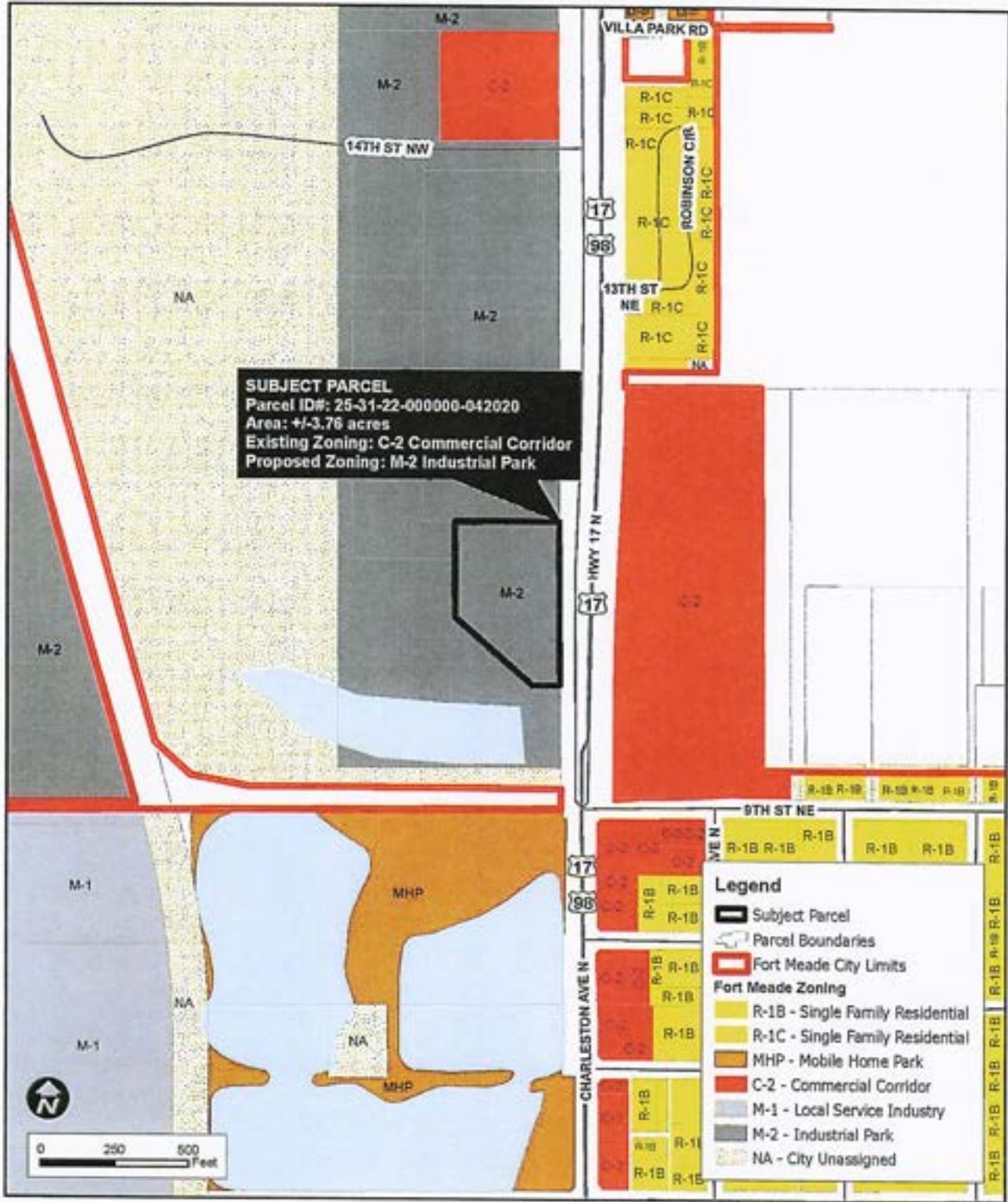
# Existing Zoning

## CITY OF FORT MEADE EXISTING ZONING MAP



# Proposed Zoning

## CITY OF FORT MEADE PROPOSED ZONING MAP



**ORDINANCE NO. 2026-02**

**AN ORDINANCE OF THE CITY OF FORT MEADE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FORT MEADE, FLORIDA, SPECIFICALLY AMENDING ONE (1) PARCEL OF LAND LOCATED WEST OF US 17 NORTH, NORTH OF 9<sup>TH</sup> STREET, COMPRISING APPROXIMATELY +/- 3.76 ACRES (PARCEL ID: 25-31-22-000000-042020) FROM THE ZONING OF C-2 COMMERCIAL CORRIDOR TO M-2, HEAVY INDUSTRIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the owner of the subject parcel as shown herein in Exhibit "A" has requested a change of the zoning designation of one (1) parcel of land from the zoning of C-2 Commercial Corridor to M-2, Heavy Industry; and

**WHEREAS**, the City Commission of the City of Fort Meade adopted Ordinance 2026-01, a Future Land Use Map Amendment to the City's Comprehensive Plan, assigning the subject parcel (Parcel ID: 25-31-22-000000-042020) depicted in Exhibit "A," attached hereto and incorporated herein, with a Future Land Use assignment of M-2, Heavy Industry and

**WHEREAS**, the proposed zoning change was considered by the City of Fort Meade Planning and Zoning Board at a public hearing on February 9, 2026 and a \_\_\_\_\_ vote was made to forward the proposed zoning change to the City Commission of the City of Fort Meade with a recommendation of approval; and

**WHEREAS**, the City Commission of the City of Fort Meade held meetings and hearings regarding the proposed zoning change with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

**WHEREAS**, in exercise of its authority, the City Commission of the City of Fort Meade has determined it to be in the best interest of the City of Fort Meade to amend the official zoning map to change the zoning classification of the subject parcel.

**NOW, THEREFORE BE IT ENACTED** by the City Commission of the City of Fort Meade, Florida,

**Section 1.** The official zoning map of the City of Fort Meade is amended so as to assign the City zoning classification of M-2, Heavy Industrial to the subject parcel identified by Parcel Identification Number 25-31-22-000000-042020 having a cumulative total of +/-3.76 acres, as shown in Exhibit "A" which is attached and made a part hereof.

**Section 2. Severability:** 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. Certified Copy:** This Ordinance shall be codified in the Code of Ordinances of the City of Fort Meade, Florida. A certified copy of this enacting ordinance shall be located in the Office of the City Clerk of Fort Meade. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 4. REPEAL OF INCONSISTENT ORDINANCES.** All existing ordinances or parts of existing ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Effective Date:** This Ordinance shall not take effect unless and until Ordinance 2026-01, adopting the companion Future Land Use Map Amendment to this rezoning becomes final and non-appealable. Upon Ordinance 2026-01 taking effect, this Ordinance 2026-02, shall take effect on the same date.

**PASSED ON FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**PASSED ON SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF FORT MEADE, FLORIDA**

\_\_\_\_\_  
**Jaret Landon Williams, Mayor**

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Nicole Patterson, City Clerk

\_\_\_\_\_  
Markeishia Smith, City Attorney

**Requested by**

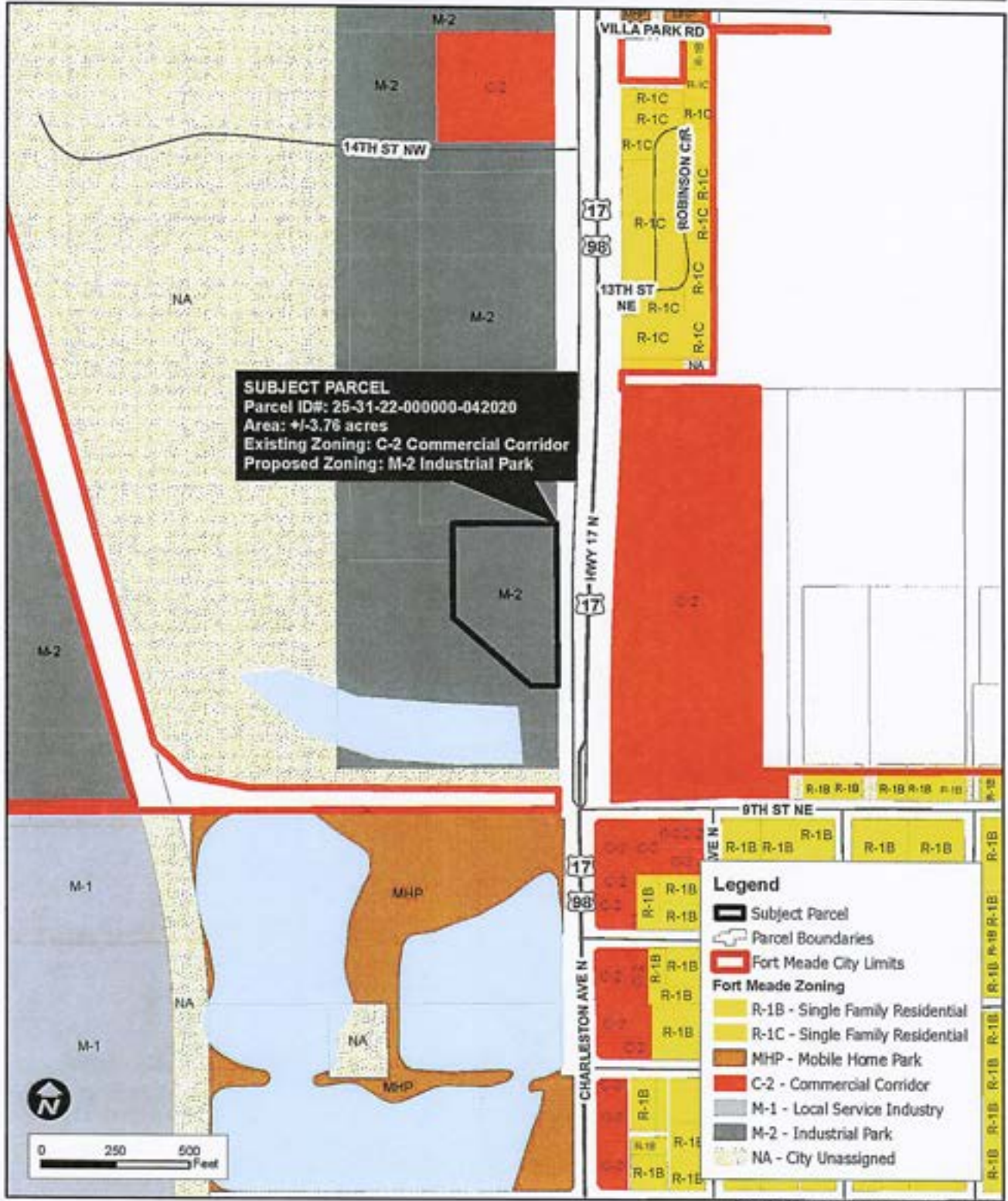
**Voted**

Vice Mayor Petrina McCutchen  
Commissioner James Watts  
Commissioner Candice Lott  
Mayor Jaret Landon Williams  
Commissioner Matthew Taylor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A"**

**CITY OF FORT MEADE  
PROPOSED ZONING MAP**





**CITY OF FORT MEADE, FLORIDA  
STAFF REPORT  
COMMISSION MEETING OF MARCH 10, 2026  
AGENDA ITEM J. 03**

**SUBJECT**

Ordinance 2026-03 – AN ORDINANCE OF THE CITY OF FORT MEADE, POLK COUNTY, FLORIDA, TO CLOSE, VACATE, RENOUNCE AND DISCLAIM ANY RIGHTS OF THE CITY AND THE PUBLIC TO UNIMPROVED RIGHTS-OF-WAYS LOCATED NORTH OF 9TH STREET AND BEING PART OF J.E. ROBSON'S ADDITION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 21 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA AS SHOWN ON "ATTACHMENT A" AND SPECIFICALLY DESCRIBED HEREIN.

**BACKGROUND**

The City Commission is requested to consider Ordinance 2026-03, which vacates certain unimproved public rights-of-way located north of 9th Street N.E. within J.E. Robson's Addition, as more particularly described in the ordinance and shown on Attachment "A." First Reading was approved on February 10<sup>th</sup>, 2026 at the Regular City Commission meeting.

The request was initiated by GE Investments of Polk, LLC, an abutting property owner. The Planning and Zoning Board reviewed the request and recommended approval.

The rights-of-way are unimproved, unmaintained, and are no longer necessary to provide access. Utility providers have reviewed the request and have stated they have no objections. The ordinance includes a covenant requiring future owners to provide thirty (30) days' written notice to the City prior to undertaking any actions affecting the vacated areas, to ensure preservation of emergency access.

**FINANCIAL IMPACT**

There is no direct financial impact associated with adoption of the ordinance.

**FOR COMMISSION CONSIDERATION:**

Staff requests that the Commission consider the proposed ordinance.

**STAFF PRESENTS THE FOLLOWING MOTIONS FOR COMMISSION CONSIDERATION:**

I move to approve Ordinance 2026-03 on second reading, an ordinance closing, vacating, renouncing, and disclaiming certain unimproved public rights-of-way located north of 9th Street N.E. within J.E. Robson's Addition, as described in the ordinance and shown on Attachment "A."

**PREPARED BY: Markeishia Smith, Esq.**  
**POSITION: City Attorney**  
**DATE: February 5, 2026**

Attachment(s):  
Ordinance 2026-03 Vacating ROW  
Application  
Exhibit Displaying ROW

**ORDINANCE 2026-03**

**AN ORDINANCE OF THE CITY OF FORT MEADE, POLK COUNTY, FLORIDA, TO CLOSE, VACATE, RENOUNCE AND DISCLAIM ANY RIGHTS OF THE CITY AND THE PUBLIC TO UNIMPROVED RIGHTS-OF-WAYS LOCATED NORTH OF 9TH STREET AND BEING PART OF J.E. ROBSON'S ADDITION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 21 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA AS SHOWN ON "ATTACHMENT A" AND SPECIFICALLY DESCRIBED HEREIN.**

**WHEREAS**, the Planning and Zoning Board met in session on February 9, 2026, and

**WHEREAS**, the City of Fort Meade Planning and Zoning Board has (recommended/not recommended) to the City Commission of the City of Fort Meade, Florida that the identified public right-of-way should be permanently closed and vacated; and

**WHEREAS**, GE Investments of Polk LLC owner of certain real property abutting the subject rights-of-ways, has requested that the City of Fort Meade, Florida (the "City) vacate the rights-of-ways shown on "Attachment A," and

**WHEREAS**, the rights-of-ways are unimproved and unmaintained and are no longer necessary to afford access to property it has served, and

**WHEREAS**, public and private utilities providers serving the area have stated they have no objections to the proposed vacation, and

**WHEREAS**, notice of Hearing has been duly published for the adoption of this ordinance and the City Commission has received input from all interested parties as to the advisability of taking this action and has determined that the proposed action will not interfere with any present road system and will not deprive any person of a reasonable means of ingress and egress to their premises, and

**WHEREAS**, notwithstanding the vacation of the rights-of-way described herein, the owner(s) of the vacated right-of-way, and their successors and assigns, shall provide written notice to the City of Fort Meade no less than thirty (30) days prior to undertaking any closure, development, improvement, modification, or any other action affecting the vacated right-of-way. The purpose of this notice is to ensure that emergency access is preserved and to allow the City of Fort Meade adequate time to implement any necessary measures in response to such actions. This obligation shall constitute a covenant running with the land and shall be binding upon all present and future owners of the subject vacated right-of-way.

**NOW, THEREFORE, BE IT ENACTED** that the City of Fort Meade, by and through its City Commission, does hereby renounce and disclaim any interest of the City of Fort Meade and the public in and to that portion of a certain rights-of-ways shown on "Attachment A" and specifically described as follows:

*All that portion of Polk Avenue lying north of 9th Street N.E. and south of the north line of the South ½ of Blocks 44 and 45 of J.E. Robeson's Addition, according to the plat thereof recorded in Plat Book 1, Page 21 of the public records of Polk County, Florida.*

AND

*All that portion of Church Avenue lying north of 9th Street N.E. and south of the north line of Blocks 43 and 44 of J.E. Robeson's Addition, according to the plat thereof recorded in Plat Book 1, Page 21 of the public records of Polk County, Florida.*

AND

*All that portion of 10th Street lying east of the west line of Blocks 39 and 40 and west of the east line of the west ½ of Blocks 37 and 42 of J.E. Robeson's Addition, according to the plat thereof recorded in Plat Book 1, Page 21 of the public records of Polk County, Florida.*

AND

*All that portion of 11th Street lying east of the west line of Blocks 40 and 45 and west of the east line of the west ½ of Blocks 42 and 43 of J.E. Robeson's Addition, according to the plat thereof recorded in Plat Book 1, Page 21 of the public records of Polk County, Florida.*

AND

*All that portion of the West ½ of Hendry Avenue lying east of Lots 1 and 4 of Block 43 of J.E. Robeson's Addition, according to the plat thereof recorded in Plat Book 1, Page 21 of the public records of Polk County, Florida.*

This ordinance shall become effective immediately upon adoption.

**PASSED** this 10th day of February, 2026, on the first reading by a vote of \_\_\_\_\_.

**PASSED AND ADOPTED** this 10th day of March, 2026, on second reading by a vote of \_\_\_\_\_.

**ATTEST:**

**CITY OF FORT MEADE, FLORIDA**

\_\_\_\_\_  
Nicole Patterson, Deputy City Clerk

By: \_\_\_\_\_  
Jaret Landon Williams, Mayor

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Markeishia Smith, City Attorney

<b>Requested by Administration</b>	<b>Voted</b>
Mayor Jaret Williams	_____
Vice Mayor Petrina McCutchen	_____
Commissioner James Watts	_____
Commissioner Matthew Taylor	_____
Commissioner Candice Lott	_____

**Certificate of Adoption**

I hereby certify that the foregoing is a true copy of the ordinance was ADOPTED AND ENACTED on second reading at the regular meeting of the City Commission of the City of Fort Meade, Florida held on the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

By: \_\_\_\_\_  
Nicole Patterson, Deputy City Clerk



**CITY OF FORT MEADE, FLORIDA  
STAFF REPORT  
COMMISSION MEETING OF MARCH 10, 2026  
AGENDA ITEM J. 04**

**SUBJECT**

Ordinance 2026-04 – AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF FORT MEADE, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

**BACKGROUND**

Duke Energy Florida, LLC d/b/a Duke Energy (“Duke Energy” or “Company”) is an electric utility authorized and regulated by the Florida Public Service Commission and currently provides electric service within portions of the City of Fort Meade.

The City’s existing franchise arrangement with Duke Energy requires renewal and formalization through adoption of a new rights-of-way utilization franchise ordinance. The proposed ordinance establishes the legal framework governing Duke Energy’s continued use and occupancy of the City’s public streets and rights-of-way for the construction, operation, maintenance, and repair of electric utility facilities necessary to provide electric service to customers within the City.

The ordinance grants Duke Energy a non-exclusive franchise to use the City’s rights-of-way, establishes the franchise term, defines applicable terms, sets forth operational standards, and provides for the payment of franchise fees to the City. The ordinance further addresses annexation and contraction of municipal boundaries, coordination requirements for work within the rights-of-way, indemnification, insurance, records and audit rights, dispute resolution procedures, and other customary provisions associated with electric utility franchise agreements.

The proposed franchise provides for a term of twenty (20) years, with up to two (2) automatic five (5) year renewal periods unless either party provides notice of intent not to renew. Beginning July 1, 2026, Duke Energy will remit to the City a monthly franchise fee equal to six percent (6%) of its base revenues derived from customers within the City limits, which represents the total compensation for use of the City’s rights-of-way.

**FINANCIAL IMPACT**

Beginning July 1, 2026, the City will receive monthly franchise fee payments equal to six percent (6%) of Duke Energy’s base revenues generated from customers within the City limits. These revenues represent a recurring source of General Fund revenue.

There is no anticipated negative fiscal impact associated with adoption of the ordinance.

**FOR COMMISSION CONSIDERATION:**

Staff recommends approval of Ordinance 2026-04 on first and second reading

The ordinance has been negotiated to reflect current industry standards, applicable state law, and regulatory requirements, while preserving the City's police powers and ensuring coordination related to work within the public rights-of-way.

Adoption of the ordinance will allow Duke Energy to continue providing electric service within the City under clearly defined terms and conditions, while ensuring the City receives franchise fee revenue in exchange for the use of its rights-of-way.

The ordinance balances the City's interests in protecting public infrastructure, maintaining safe and orderly rights-of-way, and preserving regulatory authority, with the operational needs of an electric utility subject to state regulation. The ordinance includes audit rights, indemnification provisions, insurance requirements, and dispute resolution procedures to protect the City's interests.

Failure to adopt a franchise ordinance could create uncertainty regarding Duke Energy's authority to occupy City rights-of-way and the City's ability to collect franchise fees.

**STAFF PRESENTS THE FOLLOWING MOTIONS FOR COMMISSION CONSIDERATION:**

**First Reading:**

I move to approve Ordinance 2026-04 on first reading, an ordinance granting to Duke Energy Florida, LLC d/b/a Duke Energy, an electric utility rights-of-way utilization franchise within the City of Fort Meade.

**Second Reading / Adoption:**

I move to adopt Ordinance 2026-04, an ordinance granting to Duke Energy Florida, LLC d/b/a Duke Energy, an electric utility rights-of-way utilization franchise; prescribing the terms and conditions for the use of municipal streets and rights-of-way; and providing for an effective date.

PREPARED BY: **Markeishia Smith, Esq.**

POSITION: **City Attorney**

DATE: **February 5, 2026**

Attachment(s):

Ordinance 2026-04 – Duke Energy Rights-of-Way Utilization Franchise

**ORDINANCE # 2026-04**

**AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS OF WAY IN THE CITY OF FORT MEADE, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COMMISSION OF FORT MEADE, FLORIDA:**

**SECTION 1 – Findings**

The City of Fort Meade, Florida (“City” or “Grantor”) deems it necessary, desirable and in the interest of its citizens to establish by ordinance a rights of way utilization franchise (sometimes referred to herein as the “Franchise”) granting Duke Energy Florida, LLC d/b/a Duke Energy (“Company” or “Grantee”) permission to occupy the Rights of Way in the City for the purpose of providing electric services.

**SECTION 2 - Short Title**

This Ordinance shall be known and may be cited as the “Duke Energy Rights of Way Utilization Franchise.”

**SECTION 3 – Definitions**

For the purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely permissive.

(A) “Adversely Affected” – For the Company, a loss of one percent (1%) of Base Revenues within the corporate City limits due to Retail Wheeling. For the City, a loss of one percent (1%) of Franchise Fees due to Retail Wheeling.

(B) “Base Revenues” – All of Company’s revenues from the retail sale of electricity, net of customer credits, to residential, commercial and industrial customers and City sponsored street lighting, all within the corporate limits of the City.

(C) “Electric Energy Provider” – Every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including City herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing

Company's distribution or other facilities. Without limitation of the foregoing, "Electric Energy Provider" shall also include every Electric Utility, electric power marketer or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.

(D) "Electric Utility" – Shall have the meaning set out in Section 366.02(4), *Florida Statutes* (2023), and shall also include every electric "Public Utility" as defined in Section 366.02(8), *Florida Statutes* (2023). "Electric Utility" shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or County.

(E) "Electric Utility System" – An electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include, but not be limited to, electric light, heat, power and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions hereto as shall hereafter be made.

(F) "Franchise Area" – That area for which Company provides electric utility service within the corporate City limits of the City.

(G) "Franchise Fees" – Shall have the meaning set forth in Section 6 of this Ordinance.

(H) "Facilities" – Conduits, cables, poles, wires, street lighting, supports and such other structures, appurtenances or accessories as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission, and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service.

(I) "Ordinance" – The ordinance titled and described in the preamble herein and ordained by the City Commission of Fort Meade, Florida.

(J) "Person" – Any person, firm, partnership, association, corporation, company or organization of any kind.

(K) "Public Service Commission" – The Florida Public Service Commission.

(L) "Rights of Way" – All of the public streets, alleys, highways, waterways, easements bridges, sidewalks and parks, and any other public ways or places owned by the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added, consolidated or annexed to the City. It is understood that there are within the Franchise Area certain rights of ways, streets and easements which the City does not have the sole and unqualified right to authorize the Company to use, because of reservations in favor of the dedicators or because of legal impediments. Therefore, in making any grant hereunder the City does not warrant or represent as to any particular right of ways, streets, or easements, or portion of a right of way, street or easement, that it has the sole and

unqualified right to authorize the Company to install or maintain portions of its Electric Utility System therein; provided that City shall work with Company in good faith and to the extent reasonably practical to resolve any issues arising out of the City's possession of a qualified right to authorize Company to use a right of way, street, or easement.

(M) "Retail Wheeling" – A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

#### **SECTION 4 - Grant of Authority**

(A) This grant of authority is limited to the provision by Company to have, maintain, or place its Facilities within the Rights of Way for its electric utility services. Accordingly, the City hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present and future limits of the City, provided that all portions of the same shall conform to accepted industry standards, including but not limited to, the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place and authorized under previous ordinances or permits prior to the Effective Date (as defined in Section 5) of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside "Rights of Way" as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the unrestricted right to place its Facilities within the Rights of Way, the City expressly acknowledges and agrees that Company shall not be required to apply for, obtain, or pay for permits to construct, operate, maintain, or remove its Facilities within the Rights of Way.

(B) Annexation or Contraction. City represents that as of the date of the adoption of this Ordinance, it has provided Company with accurate information for all residential, commercial and industrial customers and City sponsored street lighting that are within the Franchise Area. Company shall be responsible for remitting the Franchise Fee only to service and billing addresses identified as being within the Franchise Area as of the date of this Ordinance. However, City and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If City approves any Franchise Area expansion or reduction by annexation or contraction, City shall provide written notice to Company's Annexation Coordinator, at the address provided below, within sixty (60) days of such approval, and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, City shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, street address number ranges, applicable directional and zip codes associated with each street name, all zip codes assigned to geographic areas located entirely within the City (including zip codes assigned to post office boxes), and all post office box number ranges

and the city names and zip codes associated therewith. For a range of street address numbers located within City which consists only of odd or even street numbers, the list must specify whether the street numbers in the range are odd or even. Subject to the City's right to provide annexation notices as described in this Section 4(B), Company shall be responsible for remitting the Franchise Fee consistent with the payment obligations described in Section 6 only to service and billing addresses identified as being within the Franchise Area contained in a list which includes all the required elements in this subsection. Nothing in this paragraph shall be interpreted or construed to limit City's right pursuant to Section 11(E) to audit Company's proper application of Franchise Fees for those service and billing addresses which have been properly identified as being within the Franchise Area.

The lists shall be provided by email; except that if a list is available on another medium, the City shall, upon request, furnish the list on such medium in addition to, or in lieu of, the emailed list. The municipality shall be responsible for updating the lists as changes occur and for furnishing this information to the Company.

All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows, with the address subject to change:

Duke Energy  
Tax Team DT02-V  
9642 David Taylor Drive  
Charlotte NC 28262  
And by email to: [TaxTeam@duke-energy.com](mailto:TaxTeam@duke-energy.com)

Company must revise its payments due to any annexation or contraction within a reasonable time after Company has received such notice and updated list from City, but no later than sixty (60) days after receipt of notice and the list. City understands and affirmatively acknowledges that the Company will exclusively rely upon the City to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. Further, City acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments in connection with the impacted area shall be suspended during the period of delay.

(C) Use of the Rights of Way. During the term of the Franchise granted herein, Company shall be the sole Electric Utility allowed to use and occupy the Rights of Way for the provision of electric energy service to customers located within the Franchise Area; provided, however, the Company's right to use and occupy Rights of Way for the purposes set forth herein shall be non-exclusive as to entities not engaged in the provision of electric energy service to customers located within the Franchise Area, and the City reserves the right to grant the right to utilize the Rights of Way to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonably conflict with the rights granted to Company herein. In addition to any other rights and/or remedies Company may have under this Ordinance or at law or in equity, should City permit an Electric Utility other than Company to use and occupy the Rights of Way for the provision of electric energy service, City agrees that Company shall be entitled to injunctive relief.

(D) The parties acknowledge certain areas within the incorporated areas of the City are provided electric service by Fort Meade Utilities (“FMU”); Peace Rive Electric Cooperative (“PRECO”) and Bartow Utilities (“BU”). The Parties further acknowledge certain areas in the surrounding unincorporated area of Polk County which are currently being served by FMU, PRECO, or BU may be annexed into the corporate limits of the City. Nothing in this Ordinance is intended nor shall be construed to interfere with or disallow FMU, PRECO and BU from providing such electrical service within those areas currently being served by FMU, PRECO and BU or using any Rights of Way throughout the municipal boundaries for such purpose.

#### **SECTION 5 - Notice of Acceptance and Term of Franchise**

(A) This Ordinance shall become effective upon being legally passed and adopted (“Effective Date”) by the City Commission; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Commission and shall signify its acceptance in writing within thirty (30) days after the City Commission’s approval of this Ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this Franchise within thirty (30) days of its date of passage and adoption, then this Ordinance shall be null and void, and of no force and effect of any kind.

(B) Commencing on the Effective Date, the term of the Franchise granted herein shall be for a period of twenty (20) years. Thereafter, the Franchise granted by this Ordinance will renew automatically for up to two (2) successive five (5)-year periods, unless either party provides the other with written notice of its intent to forego automatic renewal at least twelve (12) months prior to the date of the automatic renewal.

(C) If the Franchise expires without the parties entering a new franchise agreement, then Company will continue to pay unto the City Franchise Fees, as provided in this agreement, during the period of such negotiations, provided that City publicly expresses its desire to engage, or continue to engage, in negotiations toward the execution of a new franchise agreement, and acts in a manner consistent with such public expression.

#### **SECTION 6 - Payment to City**

(A) Beginning on June 1, 2026, City shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company’s Base Revenues (the “Franchise Fee”) for the preceding month, which amount shall be the total compensation due City for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder. Any Franchise Fees that will be paid to the City will be collected by the Company from Company’s customers in the Franchise Area and paid to the City in the manner described herein. The City expressly acknowledges that no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder.

Payment shall be made to City for each month no later than the twentieth (20<sup>th</sup>) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or

any portion thereof made twenty (20) days after the due date without good cause shall be subject to interest at the rate of ten percent (10%) per annum.

(B) Disputed amounts shall be allowed to be withheld by Company, but must be clearly identified by Company, and any such good faith disputed amount shall not accrue any interest during the pendency of any such dispute. If the dispute is not resolved within 30 days, the dispute shall be escalated to the City Manager and such executive or other authorized person within the Company who has authority to resolve the dispute and is at a higher level of management than the representatives who were initially attempting to resolve the dispute.

(C) The City acknowledges that all classifications and categories of retail customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

#### **SECTION 7 - Favored Nations**

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the Franchise Fee payable under this Ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly Franchise Fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased franchise fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

(B) It is the intent and agreement of Grantor and Grantee that should applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights of Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights of Way.

(C) In the event applicable laws change to expressly prohibit Company from being the sole Electric Utility allowed to use and occupy the Rights of Way, and if Grantor imposes a lesser fee, no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's municipal boundaries, whether utilizing Grantor's Rights of Way or not utilizing Grantor's Rights of Way, Grantee's Franchise Fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero (0), if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, City shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company under this Ordinance; it being the intent of the parties that no future provider of electric service,

be it generation, transmission or distribution service, to customers within the corporate limits of City shall be given a competitive advantage over Company.

#### **SECTION 8 - Grantor Rights**

(A) The right is hereby reserved to the City to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, and shall not unreasonably nor unduly conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the event of a conflict between this Ordinance and any other ordinance or regulation adopted by the City or actions (or inactions) of the City relating to Company's rights to perform work in and/or occupancy of the Rights of Way as permitted hereunder, the rights under this Ordinance shall govern and control. In the event of such conflict, the City and Company agree to work together in good faith to address and resolve such conflict; provided, however, that Company shall be permitted to continue to exercise the rights granted herein during the resolution of any conflict pursuant to the dispute resolution procedure set forth in Section 9(D).

#### **SECTION 9 - Work in Rights of Way**

(A) The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights of Way of the City related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten, stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the rights and privileges necessary or convenient for the full use including the right to trim, cut, remove and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation or access of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the City an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said City shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with all applicable federal and state laws, regulations, and requirements, and such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the City for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder.

(B) The Company will notify the City of Significant Projects within City ROW to confirm that its designs will not unreasonably interfere with the convenient, safe and continuous use of the public road system and, upon request of the City, will provide construction plans and design specifications to assure compliance with the NESC safety and design guidelines. The Company will give the City a minimum of two (2) weeks advance notice of such Significant Projects. "Significant Projects" for the purposes of this section shall mean the installation of new transmission lines or generation facilities, the replacement of facilities spanning one or more blocks in residential areas, or relocation of facilities due to road widening within the City This is not to be construed to grant or imply authority upon the City to regulate the design, construction

or maintenance of Company's electric transmission and distribution facilities. Notice will not be provided for emergency or maintenance activities.

(C) Company shall utilize traffic control resources to protect the safety of workers and motorized and pedestrian traffic in accordance with generally accepted industry practices. Company shall use reasonable efforts to notify the City at least 48 hours before performing any work that will cause the closing of one or more lanes of traffic, a traffic detour, or other substantial impact on the flow of traffic, except in the case of emergency, in which case Company shall notify the City of the work as soon as practicable.

(D) In an effort to promote the highest quality working relationship, the Parties agree that the following steps will be responsively and openly pursued in an effort to resolve any dispute under or arising out of Sections 4(A), 8 and/or 9(A), before resorting to any formal enforcement of this Ordinance (including litigation). Should the City and the Company disagree regarding an issue arising from the City's rule, standard, regulation or local ordinances, damages owed, and/or any other aspect of the Company's work within the City Rights of Way ("Dispute"), all Disputes will be made by written notice to the other Party (the "Dispute Engagement Notice"). Promptly after receipt of the Dispute Engagement Notice, both Parties shall discuss the issues, present reasonably requested documentation and attempt to reach a resolution or settlement that is agreeable to both Parties. As part of the Dispute Engagement Notice, the Party initiating the dispute resolution process will submit a summary of the issues, the requesting Party's position and a summary of the evidence and arguments supporting its position. If the Dispute involves a claim of damages owed, the Dispute Engagement Notice will contain the nature of the damages sought, the alleged cause of the damage, photographs and/or any supporting documentation related to the alleged cause of the damage, support for the alleged damages owed including but not limited to invoices for payments made or work performed. If the Dispute has not been resolved by the Parties within fifteen (15) Business Days after receipt of the Dispute Engagement Notice, or such later date as the Parties may agree in writing to permit all requested facts to be known and presented, the Dispute shall be escalated to the City Manager and the Vice President – Zone Operations or such other executive within the Company who has authority to resolve the Dispute and who are at a higher level of management than the Parties' representatives who were initially attempting to resolve the dispute. If the Dispute cannot be resolved within fifteen (15) Business Days after referral of the Dispute, or such other period agreed to by the Parties in writing, then either Party may pursue any rights or remedies available to it under this Ordinance.

#### **SECTION 10 - Indemnification**

(A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless from and against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs incurred by the City arising out of the death of or bodily injury to any person, or the destruction of or damage to any property and caused by the negligence or willful misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. Company shall not be required to indemnify and hold harmless City for any damages, claims, expenses, reasonable attorneys' fees and costs arising out of or resulting from the negligence or willful misconduct of City, its employees, contractors and/or agents. In no event shall Company be liable to City for any of its consequential, incidental, punitive, exemplary,

multiple, or indirect damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.

(B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring City and Company with regard to all damages set forth in Section 10 (A) in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a person;  
\$3,000,000 for bodily injury or death resulting from any one accident;
- (ii) \$500,000 for property damage resulting from any one accident; and
- (iii) \$1,000,000 for all other types of liability.

(C) City acknowledges that Company provides its own liability insurance (self-insured).

### **SECTION 11 - Records and Reports**

(A) Company Rules and Regulations. The following documents shall be available to City upon City's reasonable request: copies of rules, regulations, and procedures adopted by Company that relate to Company's use of City's Rights of Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company, as determined by Company.

(C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6 (A).

(D) Availability of Records and Reports. Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of Franchise Fees, subject to the Company's obligation to keep certain records confidential. Such records shall, on written request of City, be open for examination and audit by City and City's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of three (3) years.

(E) Audit. City may require an audit of Company's books related to this Ordinance upon prior written notice and during Company's normal business hours not more than once every three (3) years and then only for the preceding three (3) years. Company will reimburse City's audit costs if the audit identifies errors in Company's Franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of Franchise Fees has occurred due to the Company's error, interest will be calculated at the rate of ten percent (10%) per annum. Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.

(F) Customer Report. In addition to City's obligations in Section 4 (B), within ninety (90) days of the Effective Date of this Ordinance, City shall provide to Company a report in a

11. **Development Approvals.** This AGREEMENT shall in no manner constitute a development approval regarding the Property. The DEVELOPER shall apply for and receive all required and necessary CITY, County, State, and Federal permits for all aspects of the Project. Such development permits may include, but are not limited to: (i) site, construction, and infrastructure plan approvals; plat or subdivision approvals; right-of-way use permits; building permits and sign permits; Florida Department of Transportation permits; Florida Department of Environmental Protection permits, as applicable; Southwest Florida Water Management District permits; and other CITY, County, Health Department, State or Federal permits, as may be required by law. Failure of this AGREEMENT to address a particular permit, condition, term, or restriction shall not relieve the DEVELOPER of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

12. **Approvals.** In those instances, in which a party's approval, consent, or satisfaction is required under this AGREEMENT, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame. Time is hereby declared to be of the essence as to the lawful performance of all duties and obligations set forth in this AGREEMENT.

13. **Term and Nature of Agreement.** This AGREEMENT shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. If the DEVELOPER is unable to obtain all necessary approvals for the construction of the Water and Wastewater Improvements from the CITY, or any other governmental agency, or if the DEVELOPER is unable to enter a construction contract for the Water and Wastewater Improvements, the DEVELOPER may terminate this AGREEMENT by providing written notice to the CITY and record a notice of termination in such Official Records of Polk County, Florida. If this AGREEMENT is terminated, the DEVELOPER shall not be liable for, and the CITY shall not seek from the DEVELOPER, either damages or specific performance of this AGREEMENT. If the DEVELOPER fails to begin construction of the Water and Wastewater Improvements on or before five (5) years from the Effective Date of this AGREEMENT, this AGREEMENT shall be null and void.

14. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given and received (a) as of the date and time the same are personally delivered to the party to whom the notice is directed or time of refusal to accept receipt if sent by messenger, (b) if transmitted electronically (i.e. electronic mail) upon being sent with automated delivery confirmation, or (c) within three (3) days after depositing with the United States Postal Services, postage prepaid by registered or certified mail, return receipt requested, or (d) upon receipt or refusal to accept receipt if sent by Federal Express or other overnight delivery service from which a receipt may be obtained, with request for next business

day delivery, and addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

City:	City of Fort Meade Troy Bell City Manager 8 W. Broadway St Fort Meade, FL 33841 Email: <a href="mailto:tbell@cityoffortmeade.org">tbell@cityoffortmeade.org</a>
Copy to:	City Attorney Markeishia L. Smith 408 Tenth Street S. Haines City, FL 33844 Email: <a href="mailto:msmith@thesmithlawfirm.org">msmith@thesmithlawfirm.org</a>
Developer:	Fort Meade, LLC c/o Stonebridge Associates, Inc. Attn: Doug Firstenberg 7373 Wisconsin Avenue, Suite 700 Bethesda, MD 20814 Email: <a href="mailto:firstenberg@stonebridge.us.com">firstenberg@stonebridge.us.com</a>
Copy to:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. Attn: S. Elise Batsel 401 E. Jackson Street #2100 Tampa, Florida 33602 Email: <a href="mailto:ebatsel@stearnsweaver.com">ebatsel@stearnsweaver.com</a>

15. **Records and Audits.** The DEVELOPER shall maintain in its corporate headquarters all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this AGREEMENT. Such records shall be available at the DEVELOPER's corporate headquarters at all reasonable times during the term of this AGREEMENT and for ten (10) years from the date of final payment under this AGREEMENT for audit or inspection by the CITY, or its duly authorized agent or representative, upon five (5) business day's prior written notice.

16. **Assignment and Successors.** This AGREEMENT shall be binding upon, and the benefits and obligations of this AGREEMENT shall inure to, all successors and assigns of the Parties to this AGREEMENT, regardless of the name of the successors or assigns. The DEVELOPER, in its sole discretion, shall have the right to make a conveyance or an assignment of its interest in this AGREEMENT to a successor, in which all rights and obligations of the DEVELOPER hereunder shall be assigned to and assumed by the successor, and the DEVELOPER shall thereafter have no further obligations under this AGREEMENT. The CITY shall be notified in writing of any such conveyance or assignment.

17. **Disclaimer of Third-Party Beneficiaries.** No right or cause of action shall accrue upon or by reason of this AGREEMENT, to or for the benefit of any third party, except any successors in interest of the DEVELOPER or the CITY.

18. **Disclaimer of Joint Venture.** The DEVELOPER and the CITY represent that this AGREEMENT is not intended to create, or deemed to represent, a joint venture or common undertaking between the CITY and the DEVELOPER, or between either and any third party. The DEVELOPER is an independent principal and not a contractor for or an officer or employee of the CITY.

19. **Amendments.** This AGREEMENT may only be amended by mutual consent of the Parties (or their successors in interest) in accordance with Section 163.3237, Florida Statutes. All amendments to this AGREEMENT shall be ineffective unless reduced to writing and executed by the CITY and the DEVELOPER, in accordance with state and local law. If subsequent modifications to this AGREEMENT are necessary to achieve the ultimate Project development, the CITY agrees not to require any additional commitments of land, money, or other exactions, or to impose any additional conditions of development approval, as long as the Project development is in conformance with this AGREEMENT, except that the CITY may require the DEVELOPER to pay all costs incurred in complying with legal requirements pertaining to the adoption of any such modification.

20. **Severability.** 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 effectuated. To that end, this AGREEMENT is declared severable.

21. **Governing Law and Venue.** In performing this AGREEMENT, each party will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party. This AGREEMENT shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this AGREEMENT, the Parties agree that venue will be proper only in the courts of the Tenth Judicial Circuit, located in Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and costs.

22. **Counterparts.** This AGREEMENT may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

23. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

24. **Non-Waiver.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this AGREEMENT shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this AGREEMENT, at law, or in equity.

25. **Construction of Agreement.** This AGREEMENT shall not be construed against either party based on it being the drafter of this AGREEMENT. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this AGREEMENT. Captions and paragraph headings in this AGREEMENT are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this AGREEMENT.

26. **Force Majeure.** Should the performance of this AGREEMENT by the DEVELOPER be prevented or delayed by any Act of God or other cause beyond the reasonable control of the DEVELOPER including but not limited to, floods, storm, fire, war, total or partial failure of transportation or delivery facilities, interruption of power, global pandemic, labor strike(s), or by any law, regulation or order of any federal, state or local authority, the DEVELOPER's performance shall be excused to the extent it is thus prevented or delayed.

27. **Default and Opportunity to Cure.** In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same pursuant to this AGREEMENT. The defaulting party shall have ninety (90) days from the receipt of such notice to cure the default or commence to cure if longer than ninety (90) days is reasonably required to cure such default. If the defaulting party timely cures the default, the default shall be deemed cured, and this AGREEMENT shall continue in full force and effect. If the defaulting party does not timely cure or commence to cure such default, the non-defaulting party shall be entitled to pursue its remedies available at law or equity.

28. **Dispute Resolution.** The Parties agree to negotiate in good faith to resolve any dispute that may arise between the Parties under this AGREEMENT. If the dispute cannot be resolved by negotiation, the Parties will submit the dispute to mediation and will share the costs

of mediation equally. In the event of a dispute, the party giving notice of the dispute shall identify three (3) court-approved mediators from the Circuit Court of Polk County, Florida. The party receiving notice shall choose one mediator within thirty (30) days of receipt of such notice and the mediation shall be scheduled as soon as feasible.

29. **Attorneys' Fees.** In the event of legal action or other proceeding arising under this AGREEMENT, the Parties agree to pay the cost of their own attorneys' fees and costs incurred in the prosecution or defense of such action or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level, or at the appellate level. This shall include any bankruptcy proceedings. This provision shall survive any termination of this AGREEMENT.

30. **Estoppel.** The CITY shall execute, acknowledge and deliver to the DEVELOPER, within thirty (30) days after requested by the DEVELOPER, a statement in writing certifying, if such is the case, that this AGREEMENT is unmodified and in full force and effect (or if there have been modifications that the same are in full force and effect as modified), the existence or non-existence of any alleged defaults and claims against the DEVELOPER, and providing such other information as shall be reasonably requested by the DEVELOPER.

31. **Days.** The term "days" in this AGREEMENT shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday, legal State of Florida, or Federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal holiday.

32. **Termination.** This AGREEMENT shall terminate twenty (20) years from the Effective Date.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year so shown.

**FOR CITY OF FORT MEADE**

\_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
\_\_\_\_\_, City Manager

(City Seal)

Attest

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, delivered, and acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_, as Mayor of the City of Fort Meade, and \_\_\_\_\_, as City Manager of the City of Fort Meade, a political subdivision of the State of Florida, on behalf of the City. Such persons  are each personally known to me or  have each produced a \_\_\_\_\_ as identification.

[NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

Section 17:

All of Section 17, less and except the following:

(A) The Northwest 1/4.

(B) That part of the Northwest 1/4 of the Northeast 1/4 described as follows:

Begin at the Northwest corner of the Northwest 1/4 of the Northeast 1/4; run thence East 200 feet; thence Southwesterly to a point 200 feet South of the Point of Beginning; thence North to the Point of Beginning.

Together with easements as set forth in the Access Easement Agreement recorded in Official Records Book 10019, Page 2021, Public Records of Polk County, Florida.

## **PARCEL 2**

A parcel of land being a portion of Section 21 and Section 28, Township 31 South, Range 25 East, Polk County, Florida, described as follows:

Commence at the Northeast corner of said Section 21; thence South 00°13'23" East along the East line of said Section 21 a distance of 1,147.74 feet to the Westerly CSX Railroad right-of-way as shown on Map V.6FLA, Sheet 6 for the Point of Beginning; thence South 00°13'23" East along said East line 4,134.92 feet to the Southeast corner of said Section 21, also being the Northeast corner of said Section 28; thence South 00°08'32" East along the East line of said Section 28 a distance of 2,634.21 feet to the Southeast corner of the Northeast 1/4 of said Section 28; thence South 00°15'36" East along said East line 1,268.08 feet to the North right-of-way line of County Road 630; thence South 89°46'28" West along said North right-of-way line 55.23 feet; thence North 89°35'02" West along said North right-of-way line 872.83 feet; thence North 00°15'36" West 1,262.02 feet to the North line of the Southeast 1/4 of Section 28; thence North 00°08'32" West 969.29 feet; thence North 35°15'14" East 1,024.75 feet; thence North 00°08'32" West 828.22 feet to the North line of said Section 28, also being the South line of said Section 21; thence North 00°13'23" West 3,399.21 feet; thence North 31°57'59" West 324.16 feet; thence North 63°42'19" West 3,620.12 feet to the North line of said Section 21; thence North 89°55'48" East along said North line 3,428.00 feet to the Westerly CSX Railroad right-of-way; thence South 15°37'06" East along said Westerly CSX Railroad right-of-way 1,191.34 feet to the Point of Beginning.

## **PARCEL 3 (Non-Exclusive Easement Estate)**

Together with those certain non-exclusive easement rights created by that certain Easement Agreement recorded in Official Records Book 4221, Page 236, Public Records of Polk County, Florida, over the following described property:

A 60-foot wide ingress and egress easement lying 30 feet on each side of and continuous with the following described centerline:

Commence at the Northeast corner of the Northwest Quarter of Section 22, Township 31 South, Range 25 East, Polk County, Florida; thence South 00°12'41" East along the East line thereof a distance of 3,050.50 feet; thence South 88°55'20" West a distance of 85.09 feet to the West right-of-way line of State Road 35 (U.S. Highway 17) and the Point of Beginning; thence South 88°55'20" West 368.67 feet; thence North 88°35'00" West 249.57 feet; thence North 85°17'34" West 527.66 feet; thence South 80°42'04" West 165.81 feet; thence South 77°21'01" West 214.99 feet; thence South 86°30'47" West 74.37 feet; thence North 70°07'36" West 79.04 feet; thence North 35°02'30" West 135.51 feet; thence North 19°32'02" West 1,523.65 feet; thence North 31°27'17" West 83.76 feet; thence North 52°29'12" West 73.01 feet; thence North 74°48'49" West 56.58 feet; thence South 79°16'59" West 162.63 feet to the East line of the Northeast Quarter of Section 21, Township 31 South, Range 25 East; thence North 00°13'23" West along said East line 146.56 feet to a point on a line parallel with and 30.00 feet West of the Westerly right-of-way line of the CSX Transportation Railroad corridor; said point lying South 00°13'23" East a distance of 1,260.82 feet from the Northeast corner of said Section 21 and being the Point of Termination.

#### **PARCEL 4 (Non-Exclusive Easement Estate)**

Also together with those certain non-exclusive easement rights created by that certain Electric Utility Easement recorded in Official Records Book 10019, Page 2033, Public Records of Polk County, Florida, over the following described property:

A parcel of land being a portion of Section 28, Township 31 South, Range 25 East, Polk County, Florida, being 25 feet on each side of the following described centerline:

Commence at the Northeast corner of the Southeast 1/4 of said Section 28; thence South 00°15'36" East along said East line 1,268.08 feet to the North right-of-way line of County Road 630; thence South 89°46'28" West along said North right-of-way line 55.23 feet; thence North 89°35'02" West along said North right-of-way line 872.83 feet; thence North 00°15'36" West 1,262.02 feet to the North line of the Southeast 1/4 of Section 28; thence North 00°08'32" West 882.97 feet to the Point of Beginning; thence South 35°15'14" West 225.40 feet; thence North 89°59'47" West 2,011.76 feet; thence South 00°12'05" East 2,577.31 feet to the North right-of-way line of County Road 630 for the Point of Terminus.

## Olivia Martin

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**From:** Brittany Naranjo  
**Sent:** Thursday, March 5, 2026 7:47 PM  
**To:** Olivia Martin  
**Subject:** Fw: Fort Meade October BPCA

### Get [Outlook for iOS](#)

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**From:** Brittany Naranjo <bnaranjo@cityoffortmeade.org>  
**Sent:** Tuesday, March 3, 2026 3:45:52 PM  
**To:** Troy Bell <tbell@cityoffortmeade.org>  
**Subject:** Fw: Fort Meade October BPCA

### Get [Outlook for iOS](#)

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**From:** Brittany Naranjo <bnaranjo@cityoffortmeade.org>  
**Sent:** Wednesday, February 25, 2026 11:12:46 AM  
**To:** Jennifer Noe <jnoe@cityoffortmeade.org>  
**Subject:** Fw: Fort Meade October BPCA

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**From:** Tim Gerrish <tim.gerrish@reefenergyllc.com>  
**Sent:** Monday, November 10, 2025 11:20:32 AM  
**To:** Amy Wheeler <awheeler@cityoffortmeade.com>  
**Cc:** Olivia Martin <omartin@cityoffortmeade.com>; Brittany Naranjo <bnaranjo@cityoffortmeade.com>; Trevor Douthat <tdouthat@cityoffortmeade.com>; Howard W. Brown, Jr <hbrown@cityoffortmeade.com>  
**Subject:** Fort Meade October BPCA

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Hi Amy-

For the month of October, we over-recovered by \$13k and thus we are over-recoverd for the fiscal year by \$13k which is within 3.6% of the Bulk Power costs.

Natural gas prices increased for the month to \$3.19/MMBtu compared to \$2.97/MMBtu for September. As a result, Bulk Power costs increased from \$76/MWh to \$92/MWh. The increase

in the FMPA fiscal year contract demand rate to \$16.43/kW-Month was another contributing factor to the increase in Bulk Power costs.

Looking forward, natural gas prices have jumped to over \$4.00/MMBtu from \$3.00/MMBtu, driven by expectations of higher demand as a result of new Data Center load. Thus, we can expect Bulk Power costs to continue to increase in the coming months.

I suggest increasing the BPCA to \$0.005/kWh in anticipation of higher Bulk Power costs.

**Therefore, I recommend increasing the BPCA to \$0.005/kWh from \$0.000/kWh.**

If you have any questions, please let me know.

Regards,

Tim

**Tim Gerrish**



**Reef Energy LLC**

*Helping Clients Navigate the Unforeseen*

**[tim.gerrish@reefenergyllc.com](mailto:tim.gerrish@reefenergyllc.com)**

**561-685-9140 (m)**

## Olivia Martin

---

**From:** Brittany Naranjo  
**Sent:** Thursday, March 5, 2026 7:46 PM  
**To:** Olivia Martin  
**Subject:** Fw: Fort Meade November BPCA

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---

**From:** Brittany Naranjo <[bnaranjo@cityoffortmeade.org](mailto:bnaranjo@cityoffortmeade.org)>  
**Sent:** Tuesday, March 3, 2026 3:46:02 PM  
**To:** Troy Bell <[tbell@cityoffortmeade.org](mailto:tbell@cityoffortmeade.org)>  
**Subject:** Fw: Fort Meade November BPCA

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---

**From:** Brittany Naranjo <[bnaranjo@cityoffortmeade.org](mailto:bnaranjo@cityoffortmeade.org)>  
**Sent:** Wednesday, February 25, 2026 11:12:27 AM  
**To:** Jennifer Noe <[jnoe@cityoffortmeade.org](mailto:jnoe@cityoffortmeade.org)>  
**Subject:** Fw: Fort Meade November BPCA

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---

**From:** Tim Gerrish <[tim.gerrish@reefenergyllc.com](mailto:tim.gerrish@reefenergyllc.com)>  
**Sent:** Wednesday, December 10, 2025 1:28:12 PM  
**To:** Amy Wheeler <[awheeler@cityoffortmeade.com](mailto:awheeler@cityoffortmeade.com)>  
**Cc:** Olivia Martin <[omartin@cityoffortmeade.com](mailto:omartin@cityoffortmeade.com)>; Brittany Naranjo <[bnaranjo@cityoffortmeade.com](mailto:bnaranjo@cityoffortmeade.com)>; Trevor Douthat <[tdouthat@cityoffortmeade.com](mailto:tdouthat@cityoffortmeade.com)>; Howard W. Brown, Jr <[hbrown@cityoffortmeade.com](mailto:hbrown@cityoffortmeade.com)>  
**Subject:** Fort Meade November BPCA

Caution! This message was sent from outside your organization.

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Hi Amy-

For the month of November, we under-recovered by \$7k compared to an over-recovery of \$13k for October. We are over-recovered for the fiscal year by \$6k which is within 1% of the Bulk Power costs.

Natural gas prices increased for the month to \$3.79/MMBtu compared to \$3.19/MMBtu for October. As a result, Bulk Power costs increased from \$92/MWh to \$104/MWh.

Looking forward, natural gas prices continue to trade higher up into the mid \$4.00/MMBtu range for December. Thus, we can expect Bulk Power costs to continue to increase in the coming months.

I suggest increasing the BPCA to \$0.010/kWh in anticipation of higher Bulk Power costs.

**Therefore, I recommend increasing the BPCA to \$0.010/kWh from \$0.005/kWh.**

If you have any questions, please let me know.

Regards,

Tim

**Tim Gerrish**



**Reef Energy LLC**

*Helping Clients Navigate the Unforeseen*

**[tim.gerrish@reefenergyllc.com](mailto:tim.gerrish@reefenergyllc.com)**

**561-685-9140 (m)**

Hi Amy-

For the month of December, we under-recovered by \$181k compared to an under-recovery of \$7k for November. We are under-recovered for the fiscal year by \$175k which is within 4.4% of the Bulk Power costs.

Natural gas prices increased for the month to \$4.26/MMBtu compared to \$3.79/MMBtu for November. As a result, Bulk Power costs increased from \$104/MWh to \$107/MWh.

The main reason for the under-recovery was the significant difference between the amount of energy purchased (3,119,245 kWh) and the amount of energy billed to customers (1,536,560 kWh) which is half the amount of energy purchased. Please verify that the sales of 1,536,560 kWh is correct. There is always a timing mismatch in billing cycles between the wholesale power and the City's retail sales. However, December was a pretty large difference. If it is the result of a billing cycle timing mismatch, then it should correct itself next month.

Looking forward, natural gas prices are trading back down in the \$3.50/MMBtu range for January. Thus, we can expect Bulk Power costs to decrease next month.

I suggest keeping the BPCA at \$0.010/kWh while we wait and see if the timing mismatch corrects itself next month (i.e. higher energy sales than purchases).

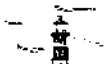
**Therefore, I recommend maintaining the BPCA at \$0.010/kWh.**

If you have any questions, please let me know.

Regards,

Tim

**Tim Gerrish**



**Reef Energy LLC**  
*Helping Cities Navigate the Unfamiliar*

**[tim.gerrish@reefenergyllc.com](mailto:tim.gerrish@reefenergyllc.com)**

**561-685-9140 (m)**

# CITY OF FORT MEADE, FLORIDA

## FORT MEADE FIRE DEPARTMENT

CITY OF FORT MEADE, FLORIDA  
FORT MEADE FIRE DEPARTMENT

COMPREHENSIVE OPERATIONAL REPORT  
FEBRUARY 2026

Prepared for: Fort Meade City Commission  
Commission Meeting Date: March 10, 2026  
Prepared by: Jason LaManna, Interim Fire Chief

---

### EXECUTIVE SUMMARY

The Fort Meade Fire Department maintained continuous emergency response operations throughout February 2026 while providing fire protection, emergency medical response, rescue operations, fire prevention services, and community risk reduction initiatives for the residents and businesses of the City of Fort Meade.

Emergency response services were delivered twenty-four hours per day, seven days per week, across approximately eight square miles of municipal jurisdiction and surrounding rural interface areas. Firefighters responded to a wide variety of emergencies including emergency medical incidents, brush and vegetation fires, illegal burns, service calls, alarm activations, motor vehicle crashes, technical rescues, and automatic aid responses with surrounding jurisdictions.

During February 2026 the Fort Meade Fire Department responded to **107 emergency incidents**, with **no zero-call days recorded during the month**, demonstrating continuous emergency demand within the community.

Emergency medical incidents represented the largest portion of the department's workload with **59 responses (55%)**, followed by fire-related incidents with **24 responses (22%)**, technical and service calls with **21 responses (20%)**, and weather or other incidents with **3 responses (3%)**.

Dispatch analysis also confirmed that **17 incidents occurred while another emergency call was already in progress**, requiring firefighters to divide available apparatus and personnel between multiple emergencies. These overlapping incidents represent **approximately 16 percent of the total monthly call volume**, highlighting the operational challenges associated with limited staffing resources.

Despite staffing limitations, firefighters successfully contained fires and protected significant property value within the community. During February, incidents occurred where the **total property value exposed to fire was estimated at \$9,283,222**, while **actual fire loss was limited to approximately \$22,500**, resulting in **\$9,260,722 in property value preserved through effective fire suppression operations**.

In addition to emergency response activity, firefighters conducted training, hydrant maintenance, fire inspections, pre-incident planning, and community risk reduction programs. Through partnership with the **American Red Cross**, firefighters installed **50 smoke alarms in homes located in the southwest quadrant of the city**, significantly improving residential fire safety.

Operational data collected during February also highlights **staffing limitations that do not consistently meet nationally recognized fire service deployment guidance**, which may impact operational efficiency during emergency incidents and influence the City's **Insurance Services Office (ISO) Public Protection Classification**, a rating commonly used by insurance companies when determining fire protection risk.

This report provides the City Commission with a comprehensive overview of emergency response activity, operational performance, prevention programs, infrastructure maintenance, and factors affecting community fire protection capability.

---

## COMMUNITY AND SERVICE AREA PROFILE

The Fort Meade Fire Department provides fire protection and emergency services to a community that includes:

- Approximately **8 square miles of municipal response area**
- An estimated **6,000 residents**
- Residential neighborhoods and subdivisions
- Commercial businesses and restaurants
- Municipal buildings and government facilities
- Agricultural properties and rural residences
- Wildland-urban interface areas
- Transportation corridors including **U.S. Highway 17**

Emergency services must be maintained **24 hours per day, 365 days per year**, regardless of time of day, weather conditions, or incident type.

The department also participates in **regional automatic aid agreements** with Polk County Fire Rescue and neighboring jurisdictions, allowing additional apparatus and personnel to respond during larger emergencies.

---

## FEBRUARY 2026 INCIDENT ACTIVITY

Total Incidents: **107**

Incident report status:

- Approved reports: **106**
- Cancelled incidents: **1**

Operational observations:

- No zero-call days occurred during February
  - Average daily call volume: **3.8 incidents per day**
  - Highest daily activity: **7 incidents in a single day**
  - Emergency incidents occurred during every operational period of the day and night
- 

## INCIDENT TYPE DISTRIBUTION

<b>Incident Category</b>	<b>Total Percentage</b>	
Emergency Medical Incidents	59	55%
Fire Incidents	24	22%
Service / Technical Calls	21	20%
Weather / Other	3	3%

This distribution reflects the evolving role of fire departments as **all-hazards emergency response agencies**, with EMS responses representing the majority of operational demand.

---

## EMERGENCY MEDICAL RESPONSE OPERATIONS

Emergency medical responses represented the majority of the department's operational workload.

Medical incident types included:

- Sick person calls
- Breathing problems and respiratory distress
- Chest pain and cardiac symptoms
- Stroke alerts
- Diabetic emergencies
- Seizures

- Fall injuries and lift assists
- Motor vehicle accident injuries
- Traumatic injuries

Firefighters provide **initial patient stabilization and basic life support care** until paramedics from Polk County Fire Rescue arrive for advanced life support transport.

Medical operations performed during these incidents included:

- Patient assessment and monitoring
- Airway management and oxygen therapy
- Bleeding control
- Vital sign monitoring
- Patient stabilization
- Transfer of care to paramedics

One significant incident involved a **gunshot wound requiring immediate stabilization and rapid transport to Lakeland Regional Health Medical Center**, a regional trauma center.

---

## FIRE INCIDENT OPERATIONS

Fire incidents during February included:

- Brush and vegetation fires
- Wildland-urban interface fires
- Outside rubbish fires
- Illegal burn complaints
- Fire alarm activations
- Fire investigations

Brush fires were influenced by **dry weather conditions, wind, and rural vegetation**, requiring firefighters to perform extended suppression and overhaul operations.

Wildland fire suppression activities included:

- Establishing containment lines
- Deploying hose lines
- Water supply operations
- Perimeter control
- Mop-up of hot spots
- Coordination with the Florida Forest Service

Wildland incidents often required **longer operational periods compared to structural responses**.

---

## AUTOMATIC AID AND MUTUAL AID OPERATIONS

The Fort Meade Fire Department participates in regional automatic aid agreements to strengthen emergency response capability.

During February the department:

- **Provided automatic aid assistance to neighboring jurisdictions**
- **Received assistance from neighboring departments during larger incidents**

Automatic aid ensures that additional firefighters and apparatus are available when local resources are insufficient for large-scale emergencies.

However, when local apparatus respond outside city limits, **temporary reductions in in-city coverage may occur** until units return to service.

---

## TIME-OF-DAY INCIDENT ANALYSIS

Emergency incidents occurred throughout all hours of the day and night.

Time Period	Calls	Percentage
06:00 – 11:59	32	30%
12:00 – 17:59	30	28%
18:00 – 23:59	27	25%
00:00 – 05:59	18	17%

Morning Period (06:00 – 11:59)

Total Calls: 32

Incident breakdown:

Medical incidents – 21  
Motor vehicle crashes – 4  
Service calls – 5  
Fire incidents – 2

Morning calls frequently involve **elderly residents requiring assistance after overnight falls or medical issues discovered after waking.**

Afternoon Period (12:00 – 17:59)

Total Calls: **30**

Incident breakdown:

Brush fires – 9  
Illegal burn complaints – 4  
Fire alarm investigations – 4  
Medical incidents – 9  
Service calls – 4

Afternoon hours produced the **highest fire-related call volume during the month.**

Evening Period (18:00 – 23:59)

Total Calls: **27**

Incident breakdown:

Medical emergencies – 16  
Lift assists – 3  
Fire alarm investigations – 3  
Motor vehicle crashes – 3  
Other incidents – 2

Evening calls reflect increased community activity and residential occupancy.

Overnight Period (00:00 – 05:59)

Total Calls: **18**

Incident breakdown:

Medical emergencies – 11  
Brush fires – 3  
Automatic aid responses – 2  
Alarm investigations – 2

Although call volume is lower overnight, incidents during this timeframe often involve **high-risk medical emergencies or fires requiring rapid response.**

---

## SIMULTANEOUS INCIDENT ANALYSIS

Dispatch records show **17 incidents occurred while another emergency call was already in progress.**

Operational implications of simultaneous incidents include:

- Apparatus committed to multiple emergencies
- Personnel divided between incidents
- Reduced availability of backup units
- Increased reliance on mutual aid partners
- Potential delays in assembling full firefighting crews

For small departments with limited staffing, simultaneous incidents can **temporarily reduce overall emergency coverage within the city.**

---

## FIRE LOSS AND PROPERTY PROTECTION

Total Property Value Exposed to Fire  
\$9,283,222

Total Fire Loss  
\$22,500

Property Value Protected  
\$9,260,722

These figures demonstrate the **economic value of effective fire suppression operations and rapid emergency response capability.**

---

## PERSONNEL ACTIVITY

Personnel activity during February totaled approximately **900 operational hours.**

Personnel Type	Hours	Percentage
Career Personnel	868	96%
Volunteer Personnel	31	4%

Volunteer stipend compensation totaled **\$297 across 27 responses.**

These figures demonstrate that **career firefighters currently perform the majority of operational response activity.**

---

## TRAINING AND PROFESSIONAL DEVELOPMENT

Training activities conducted during February included:

- Apparatus inspections and readiness checks
- Pump operations and water supply training
- Structural firefighting training
- Fire behavior education
- Ventilation operations training
- Driver/operator training
- Incident command training
- Volunteer training sessions

Training documentation supports firefighter readiness and contributes to **ISO Fire Suppression Rating Schedule credit**.

---

## HYDRANT MAINTENANCE PROGRAM

The department maintains **216 fire hydrants** documented within the EPR FireWorks records management system.

Hydrant maintenance during February included:

- **8 hydrant flow tests**
- **14 hydrant flushes**

Hydrant maintenance ensures **reliable water supply for firefighting operations** and contributes to ISO water supply scoring.

---

## COMMUNITY RISK REDUCTION

Through partnership with the **American Red Cross**, firefighters installed **50 residential smoke alarms** in homes located in the southwest quadrant of the city.

Smoke alarm installation programs significantly reduce fire-related fatalities and are recognized as an important **community risk reduction strategy**.

---

## EMERGENCY COMMUNICATIONS SYSTEMS

Emergency communications operations are supported through:

- Polk County Sheriff's Office dispatch agreement
- Polk County radio communications network
- Active911 emergency paging system
- EPR FireWorks records management system

These systems support reliable dispatch operations and incident documentation.

---

## ISO PUBLIC PROTECTION CLASSIFICATION

The Insurance Services Office evaluates community fire protection capability through the **Public Protection Classification (PPC)** system.

Communities are rated from **Class 1 (highest protection) to Class 10 (no recognized fire protection)**.

ISO evaluates four major categories totaling approximately **105.5 possible points**.

Category	Maximum Points
Emergency Communications	10
Fire Department	50
Water Supply	40
Community Risk Reduction	5.5

The **Fire Department** category represents nearly half of the total ISO score, meaning staffing capability has a significant influence on the community's classification.

---

## OPERATIONAL SUMMARY

During February 2026 the Fort Meade Fire Department:

- Responded to **107 emergency incidents**
  - Managed **17 overlapping incidents**
  - Protected **over \$9.26 million in property value**
  - Conducted hydrant maintenance and water supply testing
  - Completed fire inspections and pre-incident planning
  - Installed **50 residential smoke alarms**
  - Participated in regional automatic aid responses
- 





## REPORT CONCLUSION

Emergency demand within the City of Fort Meade remains consistent and occurs throughout all hours of the day and night. The Fort Meade Fire Department continues to meet these demands through dedicated personnel, ongoing training, prevention programs, and regional cooperation.

Continued evaluation of staffing capability, infrastructure maintenance, and community risk reduction programs will help ensure the department maintains effective emergency response capability while protecting the safety and economic stability of the community.

## ISO Public Protection Classification

### Fort Meade Fire Protection Scoring Overview

ISO Category	Max Points	Estimated Points Earned	Visual Score	Status
Emergency Communications	10	8-9		Strong
Fire Department (Staffing / Training / Apparatus)	50	25-30		Limited by staffing
Water Supply (Hydrants / Flow / Distribution)	40	25-30		Moderate
Community Risk Reduction (Prevention / Inspections)	5.5	3-4		Moderate

**Estimated Total Points:** ~61-73

**Typical ISO Range:** Class 5-7 depending on audit documentation

---

### Where Fort Meade Gains ISO Points

#### Emergency Communications

- Polk County Sheriff's Office Dispatch Center
- Countywide radio communications system
- Active911 paging system
- Computer-aided dispatch capability

These systems allow rapid dispatching and contribute strong points in the communications category.

---

#### Water Supply System

- 216 documented fire hydrants
- Hydrant flushing and flow testing program
- Municipal water distribution network

Hydrant maintenance and documentation contribute points toward the water supply category.

---

## **Training and Equipment**

- Operational fire apparatus
- Structural firefighting equipment
- Documented firefighter training programs
- Pump operations and driver/operator training

These items earn ISO credit within the Fire Department category.

---

## **Community Risk Reduction**

- Commercial inspections
- Pre-incident planning
- Smoke alarm installation program with the American Red Cross
- Public safety education

These programs contribute points under Community Risk Reduction.

---

## **Where Fort Meade Loses ISO Points**

### **Fire Department Staffing (Largest Impact)**

The **Fire Department** category is worth **50 points**, making it the most influential part of the ISO score.

National fire service deployment guidance recommends:

### **4 firefighters per engine company**

Operational data from February shows apparatus sometimes respond with:

- 1 firefighter
- 2 firefighters
- Limited staffing during simultaneous incidents

When staffing levels are low, ISO reduces scoring because the department may not be able to perform simultaneous fireground tasks such as:

- Fire attack
- Search and rescue

- Ventilation
- Water supply establishment
- Rapid intervention team safety operations

**SIMULTANEOUS INCIDENT TIMELINE**  
**(February 2026 Operational Analysis)**

During February 2026 the Fort Meade Fire Department experienced 17 incidents that occurred while another emergency call was already in progress. These overlapping incidents required available personnel and apparatus to divide resources between multiple emergencies until additional units or mutual aid resources became available.

Simultaneous incidents are particularly challenging for smaller departments because emergency apparatus and personnel may already be committed to another call when a new emergency occurs.

The timeline below illustrates representative overlapping call periods during the month.

**Example Timeline of Overlapping Incidents**

Date	Time	Incident 1	Incident 2	Operational Impact
Feb 2	07:41	Medical Call – Sick Person	Lift Assist	Engine committed to two medical calls
Feb 4	14:18	Brush Fire	Illegal Burn Complaint	Brush unit committed while second fire reported
Feb 5	15:29	Vegetation Fire	Medical Emergency	Fire suppression and EMS occurring simultaneously
Feb 8	10:14	Illegal Burn	Medical Call	Personnel split between incidents
Feb 10	16:42	Brush Fire	Fire Alarm Activation	Engine and brush unit committed
Feb 12	11:07	Medical Call	Lift Assist	Limited staffing available
Feb 13	10:30	EMS Call	Motor Vehicle Crash	Additional EMS demand
Feb 14	12:32	Brush Fire	Medical Call	Fire and EMS simultaneous response
Feb 14	15:52	Illegal Burn	Service Call	Multiple apparatus committed
Feb 14	18:46	EMS Call	Alarm Investigation	Split response coverage

Feb 14	20:41 Lift Assist	EMS Call	Nighttime overlap
Feb 14	21:46 Stroke Alert	EMS Assist	High-acuity medical demand
Feb 18	13:21 Brush Fire	Fire Alarm	Afternoon fire activity
Feb 20	17:08 Service Call	EMS Call	Limited apparatus availability
Feb 23	08:12 Sick Person	Lift Assist	Morning EMS overlap
Feb 25	19:14 Alarm Investigation	Medical Call	Evening dual response
Feb 26	18:54 Illegal Burn	Standby Coverage Assignment	Unit availability reduced

---

### **Operational Impact of Simultaneous Incidents**

**When overlapping calls occur, the following operational conditions may exist:**

- Available firefighters must divide between incidents
- Apparatus may respond with minimal staffing levels
- Mutual aid resources may be requested sooner
- Temporary reduction in citywide emergency coverage may occur
- Additional calls may require delayed response until units clear

**During several February responses, apparatus operated with limited staffing, including situations where only one firefighter was initially assigned to an apparatus until additional personnel arrived.**

**Simultaneous incident activity is a key indicator of system workload and response capability, and it highlights the importance of maintaining adequate staffing levels to ensure reliable emergency coverage for the community.**

---

### **Summary**

**Total Incidents in February: 107**

**Simultaneous Incidents: 17**

**Percentage of Calls Involving Overlap: 16%**

This means approximately one out of every six emergency calls occurred while another incident was already active, demonstrating the operational demand placed on the department throughout the month.

### Simultaneous Incident Coverage

ISO evaluates the ability of a department to handle **multiple incidents at the same time**.

When incidents overlap and staffing is limited:

- Coverage areas may temporarily decrease
- Mutual aid is required sooner
- Fireground operations may be delayed

This can reduce ISO scoring in the Fire Department category.

---

### Water Flow Capacity

ISO also reviews:

- Hydrant spacing
- Hydrant flow capability
- Water distribution system reliability

Some areas may have limited hydrant flow capacity, which can affect scoring within the Water Supply category.

---

### Where Fort Meade Performs Well

Emergency Communications



Water Supply



Training / Equipment



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**Where Points Are Limited**

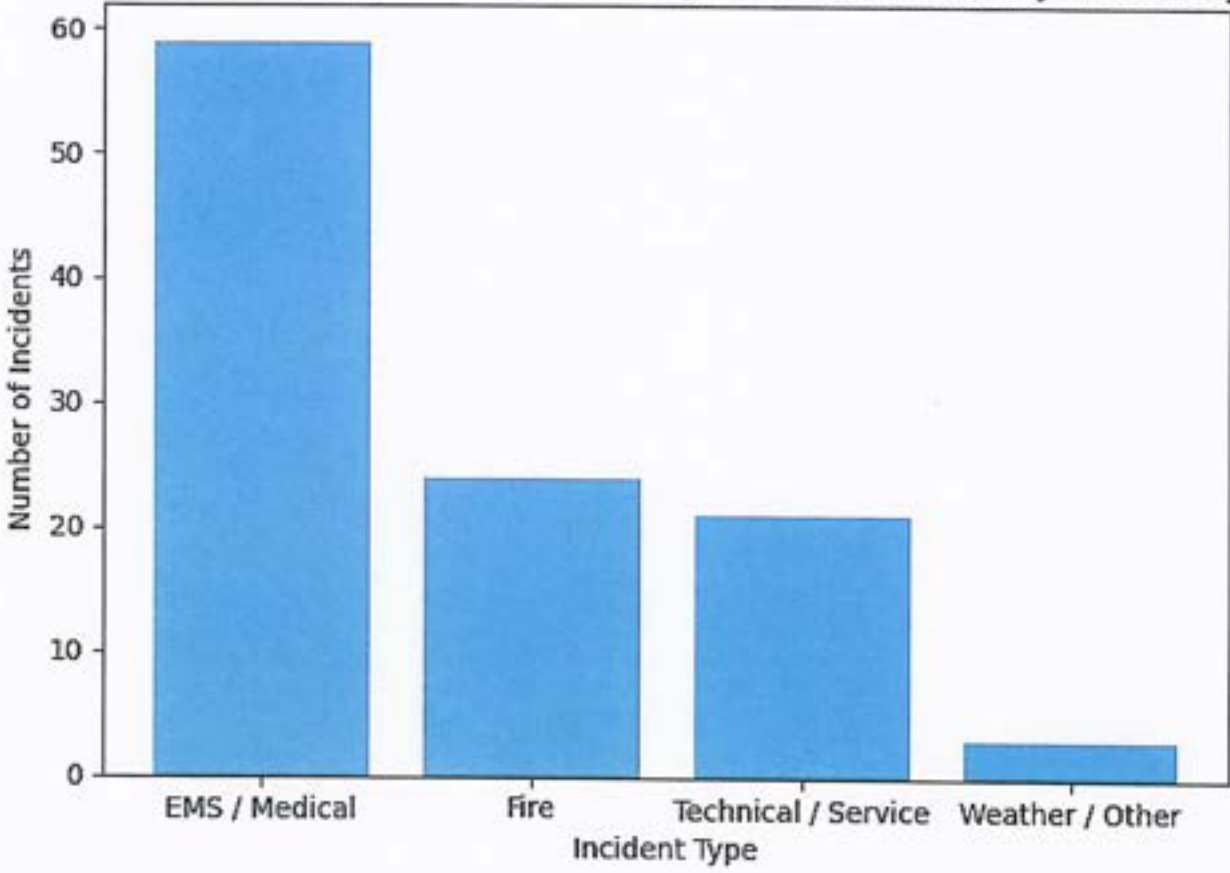
Firefighter Staffing



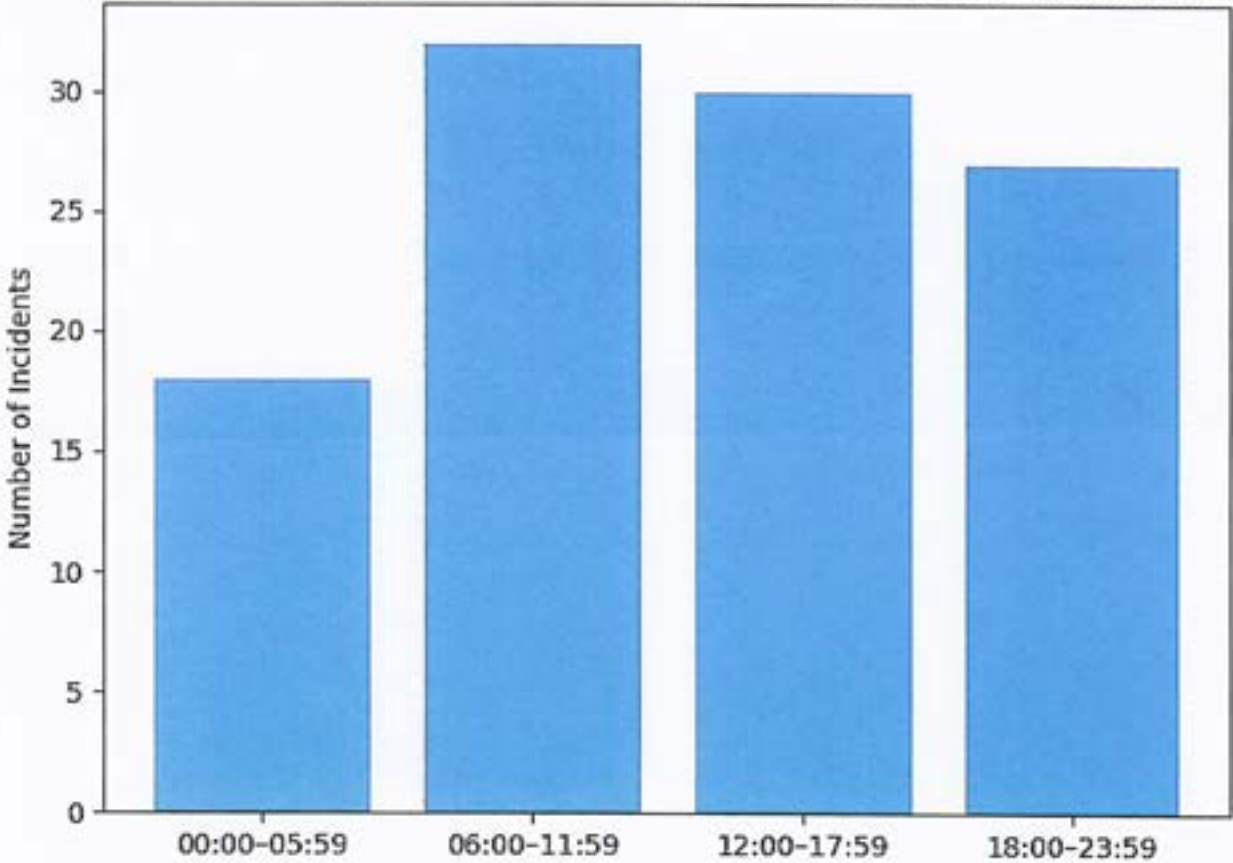
Simultaneous Incident Coverage



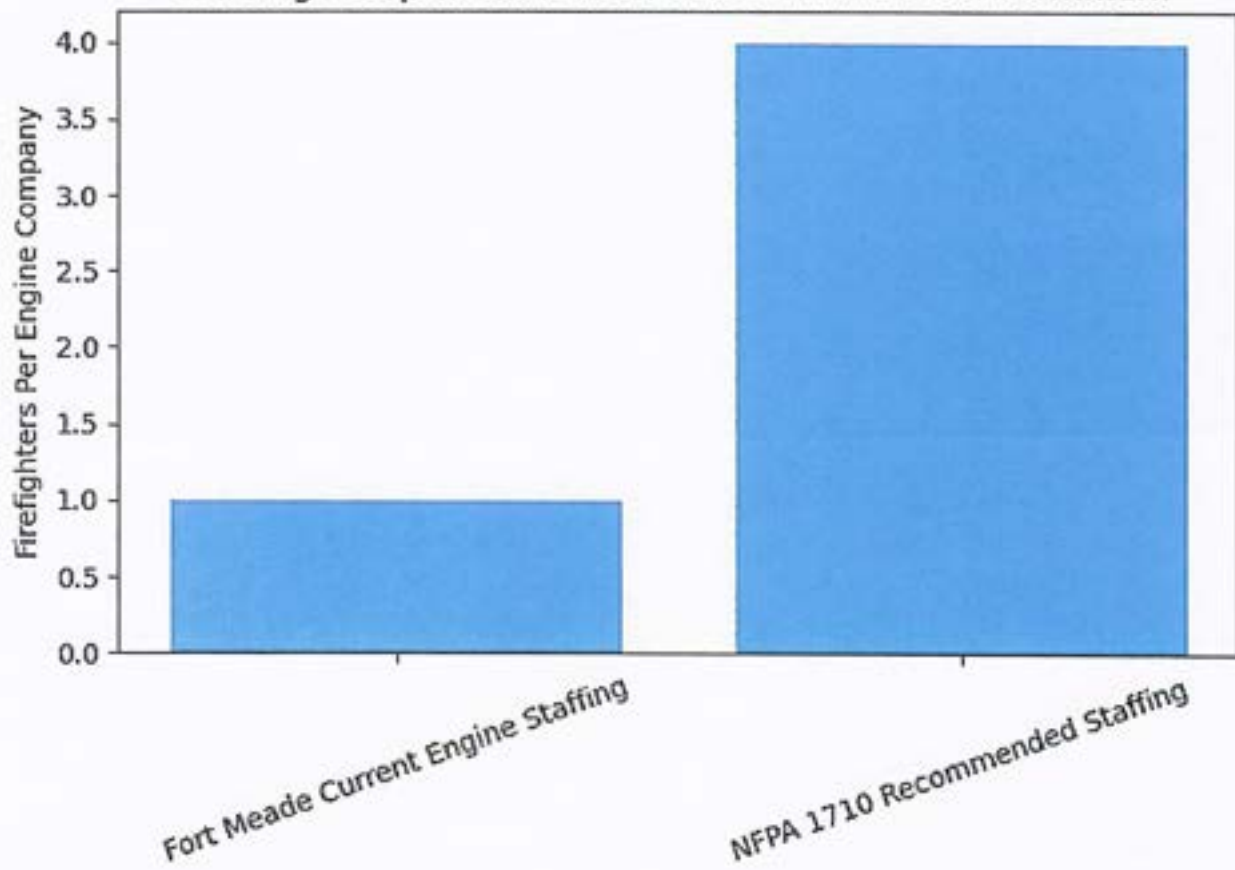
**Fort Meade Fire Department - February 2026 Call Volume by Incident Type**



Fort Meade Fire Department - February 2026 Call Volume by Time of Day



## Staffing Comparison: Fort Meade vs NFPA 1710 Benchmark



### NFPA 1710 Recommendation

- 4 firefighters per engine company
- Allows simultaneous fireground tasks:
  - Fire attack
  - Search and rescue
  - Ventilation
  - Water supply
  - Rapid intervention safety team

### Observed February Operations

- Apparatus sometimes staffed with **1 firefighter**
- Additional personnel must respond separately
- Tasks must be completed **sequentially rather than simultaneously**

### Operational Impact

When staffing is below NFPA recommendations:

- Fire attack may be delayed
- Search and rescue may be delayed
- Ventilation operations may be delayed
- Increased reliance on **mutual aid**
- Reduced ability to manage **simultaneous incidents**
- Lower scoring potential in the **ISO Fire Department category (50 points)**

## **Simple Takeaway**

**NFPA Standard:** 4 firefighters per engine

**Observed Staffing:** sometimes 1 firefighter

This gap directly affects:

- **Fireground safety**
- **Operational efficiency**
- **ISO scoring**
- **Insurance risk perception**

**Fort Meade Public Library**  
**Staff Report**  
**February 2026 Statistics**

**Circulation Statistics**

Total Circulation of FM Materials Seed 2 + BMail 46 + Circ 1467 + Libby/OD 426 – Circ Errors 0	1858
Total Items Circulated within the City of Fort Meade	315
Circulation of Items by Age Group	
Adults (18+)	1197
Juvenile (0-17)	744
Total Checkouts Increased/Decreased from Last Month	+83

**Materials Collection Info**

Total Items Available for Checkout	27,784
Total Materials Purchased – New items	73
Total Materials Discarded/Withdrawn	0
Total Materials Donated (& Added to Shelves)	16

**New Library Card Holders**

New City Patrons Added	8
New Polk County Patrons Added	0
TBLC Patron Added (Out of County)	0
Total	8

**Visits from the Public**

Total Patron Visits	1099
Patron Visit Changes from Last Month	+107

**Social Media Statistics**

Facebook	705 page follows
Instagram	233 followers
YouTube	75 subscribers

**Programs & Attendance**

Total Programs Offered	39
Total Attendance (In-Person Programs)	215
YouTube Videos (Views)	27

Program or Service	Date	Kids (Ages 0-5)	Tweens (Ages 6-11)	Teens (Ages 12-17)	Adults (Ages 18+)	<b>TOTAL</b>
Take & Make Craft: Valentine Hedgehogs	All Month	7	29	3	9	48
Technology Help	All Month	0	0	0	15	15
Job Search Help	Mondays	0	0	0	5	5
Puzzle Party	Mondays	1	1	0	0	2
Coloring Club	Tuesdays	4	2	1	0	7
Lego Builders Club	Thursdays	3	4	0	0	7
Tabletop Time	Fridays	1	2	0	1	4
Tax Prep Help	2/2	0	0	0	17	17
Chess Club	2/3	0	1	1	0	2
Personal Finance Class	2/3	0	0	0	1	1
Quilling Club	2/4	0	0	0	13	13
Learn English	2/5	0	0	0	1	1
Fandom: Minecraft	2/6	1	4	4	2	11
Tax Prep Help	2/9	0	0	0	8	8
Book Tasting for Teens	2/10	0	0	0	0	0
Personal Finance Class	2/10	0	0	0	0	0
Knit/Crochet Meet Up	2/11	0	0	0	2	2
Quilling Meet Up	2/11	0	0	0	6	6
OneBlood Bus	2/13	0	0	0	2	2
Valentine's Day Craft	2/13	1	6	2	2	11
Sticker & Button Exchange	2/17	0	3	3	3	9
Personal Finance Class	2/17	0	0	0	0	0
Clean Reads Book Club	2/18	0	0	0	7	7
Learn Spanish	2/19	0	0	2	1	3
Junk Journaling	2/20	0	5	2	7	14
Tax Prep Help	2/23	0	0	0	20	20
Book Tasting for Kids	2/24	0	0	0	0	0
Personal Finance Class	2/24	0	0	0	4	4
Potluck Club	2/25	0	0	0	7	7
Water Coloring	2/27	0	0	0	9	9

## Monthly Activity Report

- February 3 – Agenda Review Meeting
- February 4 – Weekly Department Head Meeting
- February 5 – BB214 Grant Check In Meeting  
Training for Performance Evaluations facilitated by HR
- February 9 – Friends of the Library Meeting
- February 10 – Commission Meeting
- February 11 – Weekly Department Head Meeting
- February 12 – City Manager Visits and Tours the Library
- February 16 – Closed for Presidents' Day
- February 18 – Weekly Department Head Meeting
- February 19 – BB214 Grant Check In Meeting
- February 25 – Weekly Department Head Meeting
- February 26 & 27 – Adjusted hours due to staff illness
- Month Long – Black History Month Book Display & Coloring Sheets
- Month Long – Friends of the Library February Special Sale: Blind Date with a Book (\$1 each)

## March 2026 Calendar of Events

### Hours of Operation:

Mon Wed Fri 8:30 AM - 5:00 PM

Tue Thu 9:30 AM - 6:00 PM

Phone: (863) 285-8287

Website: [www.cityoffortmeade.org](http://www.cityoffortmeade.org)



@fmlibrary1976



# March 2026



Monday	Tuesday	Wednesday	Thursday	Friday
<b>2 Job Search Help</b> All Ages, All Day Drop-In <b>Puzzle Party</b> All Ages, All Day Drop-In <b>Free Tax Prep Help</b> Drop-In 10:00 AM - 3:00 PM	<b>3 Chess Club</b> Kids, Tweens, Teens 3:30 PM Adults 10:00 AM & 5:00 PM <i>New Multi-Purpose Corner &amp; Library Groundbreaking Ceremony</i> Address: 347 E Broadway St., Fort Meade All Ages 9:00 AM	<b>4 Chilling with Quilling</b> Facilitated by Ms. Sharon Pleasee! Lots of the stuff Adults 10:00 AM	<b>5 Lego Builders Club</b> Kids, Tweens, & Teens All Day Drop-In <b>Learning Basic English</b> All Ages 10:00 AM	<b>6 Fandom Fridays! LEGOs</b> Movie, Crafts, Building, & Coloring Light Refreshments Provided All Ages 3:30 PM <b>Tabletop Time</b> All Ages, All Day Drop-In
<b>9 Job Search Help</b> All Ages, All Day Drop-In <b>Puzzle Party</b> All Ages, All Day Drop-In <b>Free Tax Prep Help</b> Drop-In 10:00 AM - 3:00 PM	<b>10 Book Tasting for Teens</b> Inheritance Series by Jennifer L. Barnes 10:00 AM & 3:30 PM <b>Coloring Club</b> All Ages, All Day Drop-In	<b>11 Self-Led Knitting/Crocheting Meet Up</b> Bring Your Own Supplies Adults 10:00 AM Kids, Tweens, Teens 3:30 PM	<b>12 Lego Builders Club</b> Kids, Tweens, & Teens All Day Drop-In	<b>13 Water Coloring</b> Facilitated by Ms. Conley All Ages 10:00 AM <b>Friends of the Library, Inc. Bake Sale Fundraiser</b> 12:00 PM - 2:00 PM
<b>16 Job Search Help</b> All Ages, All Day Drop-In <b>Puzzle Party</b> All Ages, All Day Drop-In <b>Free Tax Prep Help</b> Drop-In 10:00 AM - 3:00 PM	<b>17 Sticker &amp; Button Exchange</b> All Ages 3:30 PM <b>Coloring Club</b> All Ages, All Day Drop-In	<b>18 Clean Reads Book Club</b> All Home in Meade by Jan Karen Adults 10:00 AM	<b>19 Lego Builders Club</b> Kids, Tweens, & Teens All Day Drop-In <b>Learning Basic Spanish</b> All Ages 10:00 AM	<b>20 Tabletop Time</b> All Ages, All Day Drop-In <b>Jeek Journaling for Beginners</b> All Ages, 10:00 AM & 3:30 PM
<b>23 Job Search Help</b> All Ages, All Day Drop-In <b>Puzzle Party</b> All Ages, All Day Drop-In <b>Free Tax Prep Help</b> Drop-In 10:00 AM - 3:00 PM	<b>24 Book Tasting for Kids</b> Because of Winn-Dixie by Kate DiCamillo 10:00 AM & 3:30 PM <b>Coloring Club</b> All Ages, All Day Drop-In	<b>25 Potluck Club</b> Facilitated by Ms. Stacey Theme: Cottage Bring a dish and the recipe to share Adults 10:00 AM	<b>26 Lego Builders Club</b> Kids, Tweens, & Teens All Day Drop-In <b>Draws In Adventure Art Class</b> Facilitated by M.D. All Ages 10:00 AM	<b>27 CLOSED</b> <b>For Staff Training</b> 
<b>30 Job Search Help</b> All Ages, All Day Drop-In <b>Puzzle Party</b> All Ages, All Day Drop-In <b>Free Tax Prep Help</b> Drop-In 10:00 AM - 3:00 PM	<b>31 Coloring Club</b> All Ages, All Day Drop-In	<b>Friends of the Library Meeting</b> Every 2nd Monday! March 9th at 4:00 PM	<b>Technology Help</b> "Bring Your Own Device" by Appointment or Walk-In <b>Take &amp; Make Craft Kits:</b> All Ages, Mini Lego Plants **While Supplies Last**	<b>Month Long Drop-Off: Urban E-Recycling</b> Drop-off your old, broken, and/or unused technology for certified hard drive shredding and data destruction





**City of Fort Meade  
Code Enforcement Department  
20 Langford St./ P.O. Box 856  
(863) 644-9860 x229/ (863) 344-9860  
Fort Meade, FL 33841  
wmitchell@cityoffortmeade.org**

February 25, 2026

To: Mr. Bell, City Manager  
From: Will Mitchell, Code Enforcement Officer  
Date: February 27, 2026  
Subject: Monthly Report

Mr. Bell,

Please accept the activities report of the Code Enforcement Department for the month of February 2026. In addition to Code Enforcement activities, the Code Enforcement Department also conducts property searches for active code enforcement actions, including fines and liens.

Code Enforcement activities for the month of **February 2026** include but are not limited to.

- Calls/Complaints/inquiries received- 39
  - Investigations 17
  - Photographs avg.,4 per investigation 98
- Complaints resolved by voluntary compliance
  - Personal contact- 3
  - Phone/text/email- 2
  - Door Hanger warnings- 6
- Cases year-to-date- (attached BS&A report) 23
- Cases initiated- \*(attached BS&A report) 11
  - Notices of Violation issued- 11
  - Mailings 11
- Cases closed-\* 2
- Lien Releases-
- Code Enforcement violation/fine/lien search- 13
  - Searches/Inquiries
  - Building/Permitting
    - Referrals – (Lisa Bolin Permit tech) 9
    - Outside Entities. (developers/Realtors) 4
  - Planning and Zoning
    - Referrals- (CFRPC) 2
  - General inquiries- 17

- **City of Fort Meade Meetings**
  - Meet with City Manager (Lien Amnesty) 2 meetings
  - Directors/Staff Meeting/Agenda Review 5 meetings
  - City Commission - 1 meeting
  - Planning & Zoning-
  - Other-
    - City Employee Engagement 2/18 & 2/24
    - Chamber of Commerce Luncheon 2/18
    - CRA Town Hall 2/19
- **Training**
  - None this month-
  - **Certifications completed**
    - Fundamentals of Code Enforcement- October 2025
    - Officer Safety and Field Investigations- January 2026
- Working on staff report/resolutions to amend- Lien Amnesty Program (R2025-108) and Disposal of outdated, expired, or uncollectable municipal liens (R2025-101)
- Continuing to work preparing for annual operating budget and capital budget request.

In addition to the daily operations, Code Enforcement Officer handled the day-to-day administration of the department including planning and development of code enforcement strategies, policies and processes.

Attachments: BS&A Code Enforcement lists

- Month of February
- Total year-to-date

**Prepared by: Willie Mitchell**  
**Code Enforcement Officer**

# Enforcement List

02/20/2026

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E26-0010	612 SW 2ND ST 25-31-27-470100-001010	Inoperative Vehicle/No T	02/02/2026	Closed	Re-inspect origi	02/09/2026	02/13/2026
E26-0020	10 3RD ST 25-31-34-480500-020201	No Permit	02/17/2026	Investigation-Photogra	Re-inspect origi	02/23/2026	
E26-0014	1001 7TH ST 25-31-26-436000-006160	Lot Clean Up	02/09/2026	Investigation-Photogra	Prepare Notice o	02/11/2026	
E26-0019	920 E BROADWAY 25-31-26-000000-042170	Fowl- crowing rooster(s)	02/13/2026	Investigation-Photogra	Re-inspect origi	02/27/2026	
E26-0022	605 E BROADWAY ST 25-31-26-441500-003010	Trash Rubbish Debris	02/18/2026	Investigation-Photogra	Re-inspect origi	03/02/2026	
E26-0012	609 EDGEWOOD DR 25-31-26-435100-000050	Fowl running at Large	02/09/2026	Investigation	Re-inspect origi	02/25/2026	
E26-0018	307 N OAK AVE 25-31-27-454500-019042	Multiple Violations -ani	02/11/2026	Door Hanger	Confirm with co	02/17/2026	
E26-0015	712 OLANDT AVE 25-31-26-436000-005050	Junk & Debris Cleanup	02/09/2026	Investigation-Photogra	Re-inspect origi	03/06/2026	
E26-0021	318 RAILROAD CT 25-31-34-477000-003023	Land Development Code	02/11/2026	Investigation-Photogra	Re-inspect origi	03/05/2026	
E26-0016	417 SEMINOLE AVE 25-31-34-477000-012033	Trash Rubbish Debris	02/05/2026	Investigation	Re-inspect origi	02/06/2026	02/19/2026
E26-0013	605 N VOIGT AVE 25-31-26-436000-006220	Lot Clean Up	02/09/2026	Investigation-Photogra	Prepare Notice o	02/11/2026	

Records: 11

Population: All Records

Enforcement.DateFiled Between 2/1/2026 12:00:00 AM AND 2/20/2026 11:59:59 PM AND

Enforcement.CodeOfficer = Willie J Mitchell

# Enforcement List

02/25/2026

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E26-0010	612 SW 2ND ST 25-31-27-470100-001010	Inoperative Vehicle/No T	02/02/2026	Closed	Re-inspect origi	02/09/2026	02/13/2026
E26-0020	10 3RD ST 25-31-34-480500-020201	No Permit	02/17/2026	Investigation-Photogra	Re-inspect origi	02/23/2026	
E26-0023	18 6TH ST 25-31-34-477000-030013	Junk & Debris Cleanup	02/20/2026	Investigation-Photogra	Re-inspect origi	03/16/2026	
E26-0014	1001 7TH ST 25-31-26-436000-006160	Lot Clean Up	02/09/2026	Investigation-Photogra	Prepare Notice o	02/11/2026	
E26-0017	402 E BROADWAY 25-31-27-450000-000100	Multiple Violations	01/13/2026	Re-Investigation - Prep	Prepare Notice o	02/13/2026	
E26-0019	920 E BROADWAY 25-31-26-000000-042170	Fowl- crowing rooster(s)	02/13/2026	Investigation-Photogra	Re-inspect origi	02/24/2026	
E26-0011	611 W BROADWAY 25-31-27-466000-001030	Lot Clean Up	01/29/2026	Investigation-Photogra	Receipt of green	02/23/2026	
E26-0022	605 E BROADWAY ST 25-31-26-441500-003010	Trash Rubbish Debris	02/18/2026	Investigation-Photogra	Re-inspect origi	03/02/2026	
E26-0007	109 S CHARLESTON AVE 25-31-27-472710-014100	Dilapidated Fence	01/27/2026	Investigation-Photogra	Re-inspect origi	03/10/2026	
E26-0003	201 S CHARLESTON AVE 25-31-27-454000-015010	Signs	01/12/2026	Closed	Close Case	01/26/2026	01/26/2026
E26-0012	609 EDGEWOOD DR 25-31-26-435100-000050	Fowl running at Large	02/09/2026	Investigation	Re-inspect origi	02/25/2026	
E26-0018	307 N OAK AVE 25-31-27-454500-019042	Multiple Violations -ani	02/11/2026	Door Hanger	Confirm with co	02/17/2026	
E26-0015	712 OLANDT AVE 25-31-26-436000-005050	Junk & Debris Cleanup	02/09/2026	Investigation-Photogra	Re-inspect origi	03/06/2026	
E26-0002	21 PERRY AVE 25-31-27-461500-000042	Junk & Debris Cleanup	01/12/2026	Notice of Violations Se	Send violation n	01/16/2026	
E26-0008	PINE AVE 25-31-34-477000-028024	High Grass and Weeds (	01/29/2026	Notice of Violations Se	Re-inspect origi	02/24/2026	
E26-0009	614 PINE AVE 25-31-34-477000-029044	High Grass and Weeds (	01/29/2026	Investigation-Photogra	Mail Notice of V	02/02/2026	

# Enforcement List

02/25/2026

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E26-0005	711 RAILROAD AVE 25-31-34-474300-001111	High Grass and Weeds (	01/12/2026	Closed	Close Case	02/11/2026	02/11/2026
E26-0006	715 RAILROAD AVE 25-31-34-474300-001100	High Grass and Weeds (	01/12/2026	Posting of Property and	Schedule Hearin	03/10/2026	
E26-0021	318 RAILROAD CT 25-31-34-477000-003023	Land Development Code	02/11/2026	Investigation-Photogra	Re-inspect origi	03/05/2026	
E26-0016	417 SEMINOLE AVE 25-31-34-477000-012033	Trash Rubbish Debris	02/05/2026	Investigation	Re-inspect origi	02/06/2026	02/19/2026
E26-0004	713 S SEMINOLE AVE 25-31-34-474300-004120	Junk & Debris Cleanup	01/14/2026	Investigation	Prepare Notice o	01/27/2026	
E26-0013	605 N VOIGT AVE 25-31-26-436000-006220	Lot Clean Up	02/09/2026	Investigation-Photogra	Prepare Notice o	02/11/2026	
E26-0001	717 WANAMAKER AVE 25-31-26-435600-003120	Inoperative Vehicle	01/12/2026	Vehicle tagged	Re-inspect origi	01/19/2026	01/26/2026

Records: 23

Population: All Records

Enforcement.DateFiled Between 1/1/2026 12:00:00 AM AND 2/25/2026 11:59:59 PM

02/27/2026

CHECK REGISTER FOR CITY OF FORT MEADE  
CHECK DATE FROM 02/01/2026 - 02/27/2026

Check Date	Bank	Check	Vendor	Vendor Name	Amount
02/17/2026	1	4503(A)	16063	POLK COUNTY SHERIFFS OFFICE	394,827.25
02/12/2026	1	4502(A)	0230957	GIBBS & REGISTER INC.	293,977.50
2/09/2026	1	77353	0230957	GIBBS & REGISTER INC.	109,250.00
02/10/2026	1	4498(A)	0230936	KID PACK, INC.	71,133.60
02/09/2026	1	77362	74645	REPUBLIC SERVICES	60,286.36
02/02/2026	1	4463(A)	8106	HELP OF FORT MEADE	34,040.00
02/02/2026	1	4464(A)	0230936	KID PACK, INC.	30,392.14
02/02/2026	1	4462(A)	8106	HELP OF FORT MEADE	28,720.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
02/02/2026	1	4465(A)	0230936	KID PACK, INC.	25,294.48
02/19/2026	1	77375	0230953	HABITAT FOR HUMANITY	22,500.00
02/10/2026	1	4501(A)	160107	CAPITAL CITY BANK	17,522.44
02/20/2026	1	4507(A)	0230898	MARKEISHIA SMITH	13,420.00
02/10/2026	1	4495(A)	8106	HELP OF FORT MEADE	13,200.00
02/10/2026	1	4488(A)	0230919	ALTEC, INC.	12,470.47
02/10/2026	1	4491(A)	160107	CAPITAL CITY BANK	11,561.90
02/09/2026	1	77366	0230138	XYLEM DEWATERING SOLUTIONS INC	11,436.42
02/26/2026	1	77393	0230497	ZACHERY HARRISON LLC	10,977.00
02/20/2026	1	4509(A)	0230861	WHITE PAPER CONSULTING, INC.	9,424.25
02/10/2026	1	4490(A)	160107	CAPITAL CITY BANK	6,828.85
02/20/2026	1	4505(A)	0230948	ERSKIN M. HOWARD	5,000.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
02/10/2026	1	4500(A)	0230921	ROBERT RUANO	4,800.00
02/09/2026	1	77344	0230913	BRENNTAG MID-SOUTH INC	4,065.00
02/02/2026	1	4473(A)	0230928	BELL TOWER CONSULTING LLC	4,000.00
02/10/2026	1	4489(A)	0230928	BELL TOWER CONSULTING LLC	4,000.00
02/10/2026	1	4494(A)	0230774	FIRE-TEC 1 INC	3,150.46
02/02/2026	1	4475(A)	0230537	HD SUPPLY FACILITIES MAINT. LTD	2,753.70
02/10/2026	1	4499(A)	0230958	MARC LEFEVRE	2,500.00
02/10/2026	1	4496(A)	0230922	HOWARD W. BROWN JR.	2,469.59
2/9/2026	1	77349	0230520	CITRUS AIR CONDITIONERS	2,219.00
02/20/2026	1	4504(A)	4124	DATA INTEGRITY SERVICES INC	1,783.00
02/10/2026	1	4492(A)	0230573	CINTRON CONSULTANT SERVICES LLC	1,200.00
02/13/2026	1	77368	MISC	STEPHEN TRENT KINARD	1,163.37
02/09/2026	1	77351	0230496	DANIEL O. BURKS	1,084.37
02/02/2026	1	4474(A)	0230383	ENCO UTILITY SERVICES FLORIDA LLC	980.94
02/09/2026	1	77360	0230127	POLK REGIONAL WATER COOPERATIVE	913.50
02/09/2026	1	77363	18086	RICHIE'S AUTOMOTIVE REPAIR INC	619.43
02/09/2026	1	77365	0230934	TOSHIBA AMERICA BUSINESS SOLUTIONS	618.35
02/19/2026	1	77380	0230956	MCGILL & MCSWAIN LLC	515.50
					<b>\$1,221,098.87</b>

PAYROLL REGISTER FOR CITY OF FORT MEADE  
CHECK DATE FROM 02/01/2026 - 02/27/2026

BIWEEKLY PAYROLL	CHECK DATE	GRAND TOTAL
	2/13/2026	\$102,537.34
	2/27/2026	\$99,337.64

COMMISSION PAYROLL	CHECK DATE	GRAND TOTAL
	2/27/2026	\$3,047.53

**\$207,970.04**