



AGENDA
CITY OF HAINES CITY, FLORIDA
CITY COMMISSION MEETING

September 7, 2023, 7:00 p.m.

City Hall Commission Chambers

620 E. Main Street, Haines City, FL 33844

Phone: 863-421-9921 Web: hainescity.com

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

For special accommodations, please notify the City Clerk’s Office at least 72 hours in advance.

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk’s Office. In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk’s Office in writing, or may call 863-421-9921 for information regarding available aids and services.

Pages

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **Ordinance No. 23-2057 First Public Hearing – Fiscal Year 2023-2024 Proposed Millage Rate Adoption**
Formally adopt the millage rate to provide sufficient funds for the projected expenditures of the 2023-2024 Fiscal Budget of the City of Haines City (current proposed rate is 7.5895 mills).

7

Staff Contact: Omar DeJesus, Finance Director

5.	<u>Ordinance No. 22-2058 First Public Hearing for Adopting the Budget for Fiscal Year 2023-2024</u>	13
	Adopt the budget of the City of Haines, Florida, for Fiscal Year 2023-2024.	
	Staff Contact: Omar DeJesus, Finance Director	
6.	<u>CONSENT AGENDA</u>	
	The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.	
6.a	<u>Reduction of Code Enforcement Lien</u>	193
	To reduce the lien for the property located at 601 N. 4 th Street.	
	Staff Contact: Steve Shifley, Code Compliance Supervisor	
6.b	<u>Request for Pressure Washing Services from Omni Pressure Cleaning</u>	201
	Seek authorization to enter into a contractual agreement with Omni Pressure Cleaning to perform pressure washing services at various city facilities.	
	Staff Contact: Terrell Griffin, Parks and Recreation Director	
6.c	<u>Agreement for Auditing Services 2022-2023 Fiscal Year</u>	215
	Approve an extension of the Agreement for Auditing Services with Mauldin & Jenkins, LLC for Fiscal Year ending September 30, 2023.	
	Staff Contact: Omar DeJesus, CPA, Finance Director	
6.d	<u>Request for Qualifications (RFQ) 23-03 Low Voltage Cabling Services Continuing Contract</u>	243
	The Evaluation and Recommendation Committee is submitting their recommendation for Request for Qualifications (RFQ) 23-03 Low Voltage Cabling Services Continuing Contract.	
	Staff Contact: Omar DeJesus, CPA, Finance Director	
6.e	<u>Vehicle Purchases for Parks & Recreation Department</u>	277
	Approve the purchase of two (2) vehicles for the Parks and Recreation Department to replace old, outdated vehicles.	
	Staff Contact: Terrell Griffin, Parks and Recreation Director	
6.f	<u>Water Treatment Plant Improvements – Change Order No. 5</u>	289
	Approve Change Order No. 5 for additional work and materials required to complete improvements to Water Treatment Plants 1 & 2.	
	Staff Contact: James Keene, Public Services Administrator	
6.g	<u>Cemetery Deeds</u>	313
	The intent of this consent agenda item is to seek approval of the Cemetery Deeds.	
	Staff Contact: Sharon Lauther, CMC, City Clerk	

6.h	<u>Minutes to Be Accepted</u>	327
	August 17, 2023, City Commission Meeting	
	August 24, 2023, City Commission Special Meeting	
	Staff Contact: Sharon Lauther, CMC, City Clerk	
7.	<u>NEW BUSINESS</u>	
7.a	<u>Ordinance No. 23-2055 - New Day Mercies Bible Institute Land Use Map Amendment</u>	339
	Adopt a Land Use Amendment for 3.15+/- acres that were annexed into the City in 2023, from County Residential Low One Extra (RL-2X) to City Low Density Residential in the North Ridge (LDR-NR).	
	Staff Contact: Richard Greenwood, Development Services Director	
7.b	<u>Ordinance No. 23-2056 - New Day Mercies Bible Institute Zoning Map Amendment</u>	345
	Adopt a Zoning Map Amendment for 3.15+/- acres that were annexed into the City in 2023, from County Residential Low One Extra (RL-2X) to City Low Density Residential in the North Ridge (R-1-A-NR).	
	Staff Contact: Richard Greenwood, Development Services Director	
7.c	<u>Ordinance No. 23-2054 – White Clay Phases 1 & 2 RPUD Zoning Amendment – First Reading</u>	351
	Approve Ordinance No. 23-2054, for a Residential Planned Unit Development (RPUD) Zoning Amendment for the White Clay Phases 1 and 2 subdivisions, which consists of 238.39+/- acres.	
	Staff Contact: Richard Greenwood, Development Services Director	
7.d	<u>Resolution No. 23-1757 – First Amendment to Real Estate Sale and Purchase Contract – Feltrim Place Project</u>	371
	Approve First Amendment to the Real Estate Purchase and Sale Contract between the City of Haines City and Feltrim Development N.A., Inc. for the Feltrim Place project.	
	Staff Contact: Fred Reilly, City Attorney	
7.e	<u>Resolution No. 23-1756 – Notice of Intent to Vacate Right-of-Way – Liberty Trace</u>	411
	Adopt a Resolution which sets forth the Notice of Intent to vacate an existing right-of-way situated at the southern boundary of the Liberty Trace project, and located south of Hinson Avenue and east of the proposed Joel Massey Road extension.	
	Staff Contact: Richard Greenwood, Director of Development Services	

7.f	<u>Resolution No. 23-1758 Florida Housing Finance Corporation Certification Forms for the Trinity Village Project</u>	419
	The intent of this business item is to consider a Resolution which would authorize execution of three (3) Florida Housing Finance Corporation Certification Forms for the Trinity Village project.	
	Staff Contact: Fred Reilly, City Attorney	
7.g	<u>Resolution No. 23-1759 Development of Affordable Housing and Conceptual Site Plan for Trinity Village Project</u>	433
	The intent of this business item is to consider a Resolution which would approve the development of affordable housing and the Conceptual Site Plan for the Trinity Village project.	
	Staff Contact: Fred Reilly, City Attorney	
7.h	<u>Resolution No. 23-1760 Future Local Government Area of Opportunity Loan for the Trinity Village Affordable Housing Project</u>	443
	The intent of this business item is to consider authorization for a future Local Government Area of Opportunity loan funding request related to affordable housing for the Trinity Village project.	
	Staff Contact: Fred Reilly, City Attorney	
7.i	<u>Second Amendment Lease Agreement with Crown Castle South LLC.</u>	453
	Second Amendment Lease Agreement with Crown Castle South LLC for the operation and maintenance of a cell phone tower at the Water Plant #2, located at 2003 Angle Avenue.	
	Staff Contact: James Keene, Public Services Administrator	
7.j	<u>Audio/Visual Upgrades at Oakland Neighborhood Center Auditorium</u>	487
	Upgrade existing audio/visual equipment at the Oakland Neighborhood Center Auditorium.	
	Staff Contact: Brian Ross, Technology Management Director	
7.k	<u>Paving Authorization Request for Oakland North Cemetery Expansion</u>	497
	Seek authorization for the paving of the Oakland North Cemetery expansion.	
	Staff Contact: Terrell Griffin, Parks and Recreation Department	
7.l	<u>Purchase of a Jet-Vac Ring-O-Matic 850VX</u>	511
	Public Infrastructure Department is requesting approval to purchase a Jet-Vac Ring-O-Matic 850VX for more economical use in smaller stormwater and transportation repair and maintenance projects.	
	Staff Contact: James Keene, Public Services Administrator	

7.m Ring Power Equipment Purchase

Public Infrastructure Department is requesting approval for a Ring Power equipment purchase.

Staff Contact: James Keene, Public Services Administrator

- 8. PUBLIC COMMENTS - REGARDING ITEMS NOT ON THE AGENDA**
- 9. CITY MANAGER'S REPORT**
- 10. CITY CLERK'S REPORT**
- 11. CITY ATTORNEY'S REPORT**
- 12. COMMISSION COMMENTS**
- 13. ADJOURNMENT**



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Omar DeJesus, CPA, Finance Director

Date: September 7, 2023

Subject: Ordinance No. 23-2057 First Public Hearing – Fiscal Year 2023-2024 Proposed Millage Rate Adoption

Executive Summary

Formally adopt the millage rate to provide sufficient funds for the projected expenditures of the 2023-2024 Fiscal Budget of the City of Haines City (current proposed rate is 7.5895 mills).

Introduction

This is a request to formally adopt the millage rate to provide sufficient funds for the projected expenditures of the 2023-2024 Fiscal Year Budget of the City of Haines City. The current proposed millage rate is 7.5895 mills.

Background

As required by Truth in Millage (TRIM), the City must hold two (2) public hearings on the proposed millage rate and budget. At the public hearing, the City Commission will:

- Amend and adopt the amended tentative budget, if necessary
- Re-compute the proposed millage rate, if necessary
- Publicly announce the percent, if any, by which the re-computed proposed millage exceeds the rolled-back rate
- Adopt a tentative millage rate and budget

The Second Public Hearing will be held on September 21, 2023 at 7:00pm at City Hall in the Commission Chambers.

Organizational Goal(s)

Financial: Develop and maintain fiscal policies based on program and performance measures while engaging community involvement.

Budget Impact

The projected revenues with the millage rate of 7.5895 is \$21,338,015 for the fiscal year ending September 30, 2024 proposed budget. The fiscal year 2023 actual property tax levy totaled \$16,761,678.

Recommendation

Staff recommends adoption on first reading of this ordinance adopting the millage rate to provide sufficient funds for projected expenditures of the 2023-2024 Fiscal Year Budget of the City of Haines City.

ORDINANCE NO. 23-2057

**AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA;
ADOPTING THE MILLAGE RATE OF 7.5895 MILLS TO
PROVIDE SUFFICIENT FUNDS FOR PROJECTED
EXPENDITURES OF THE 2023-2024 FISCAL YEAR BUDGET OF
THE CITY OF HAINES CITY, FLORIDA; AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, the City of Haines City strives to provide a level of service consistent with the express desires and demands of its citizens; and

WHEREAS, it is necessary that taxpayers of Haines City also be willing to share the common expenses of said services, and to provide funds therefore.

NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF HAINES CITY, FLORIDA THAT:

Section 1. The millage levy for fiscal year 2023-2024 is hereby set at a rate of 7.5895 mills.

Section 2. The millage rate levied exceeds the rolled-back rate of 6.7418 mills by 0.8477 mills computed pursuant to Florida Law and amounts to a 12.57% increase in property taxes.

Section 3. This ordinance shall take effect October 1, 2023.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Haines City, Florida, this 7th day of September 2023.

ATTEST:

APPROVED:

Sharon Lauther, City Clerk

Roy Tyler, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

ADOPTED AND ENACTED on second reading in regular session by the City Commission on the City of Haines City, Florida, at regular session on this 21st day of September 2023.

ATTEST:

APPROVED:

Sharon Lauther, City Clerk

Roy Tyler, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

NOTICE OF PROPOSED TAX INCREASE

The City of Haines City has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy.....	\$16,665,289
B. Less tax reductions due to Value Adjustment Board and other assessment changes.....	(96,389)
C. Actual property tax levy.....	\$16,761,678
This year's proposed tax levy.....	\$21,338,015

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

Thursday, September 21, 2023,
7:00 p.m.
at
City Hall
620 East Main St.,
Haines City, Florida 33844.

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.



HAINES CITY

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Omar DeJesus, CPA, Finance Director

Date: September 7, 2023

Subject: Ordinance No. 22-2058 First Public Hearing for Adopting the Budget for Fiscal Year 2023-2024

Executive Summary

Adopt the budget of the City of Haines, Florida, for Fiscal Year 2023-2024.

Introduction

This is a request to adopt the budget of the City of Haines City, Florida, for the Fiscal Year commencing October 1, 2023.

Background

As required by Truth in Millage (TRIM), the City must hold two (2) budget hearings on the proposed millage rate and budget adoption. The proposed budget is publicly displayed on the City's website under the Finance Department.

Pursuant to Florida Statute 166.241, The governing body of each municipality shall adopt a budget each fiscal year. The budget must be adopted by ordinance or resolution unless otherwise specified in the respective municipality's charter. The amount available from taxation and other sources, including balances brought forward from prior fiscal years, must equal the total appropriations for expenditures and reserves. At a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under s. 218.32(1). The adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget.

At the first public hearing, the City Commission will:

- Amend and adopt the tentative budget, if necessary
- Re-compute the proposed millage rate, if necessary
- Publicly announce the percent, if any, by which the re-computed proposed millage exceeds the rolled-back rate
- Adopt a tentative millage rate and budget

The Second Public Hearing will take place on September 21, 2023 at 7:00 p.m. at City Hall in the Commission Chambers.

Organizational Goal(s)

Financial: Develop and maintain fiscal policies based on program and performance measures while engaging community involvement.

Budget Impact

The tentative budget for Fiscal Year 2023-2024 is \$136,378,641. The amount of fund balance used to balance the General Fund for Fiscal Year 2024 is \$600,000 and total fund balance for all funds is \$10,394,265.

Recommendation

Staff recommends adoption of the Fiscal Year 2023-2024 budget of the City of Haines City, Florida.

ORDINANCE NO. 23-2058

AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA; MAKING APPROPRIATIONS OF FUNDS FOR DEFRAYING THE EXPENSES OF THE MUNICIPAL GOVERNMENT OF THE CITY OF HAINES CITY FOR THE FISCAL YEAR, A.D. 2023-2024; ADOPTING THE BUDGET OF THE CITY OF HAINES CITY, FLORIDA, FOR FISCAL YEAR COMMENCING OCTOBER 1, 2023, AS THE OFFICIAL BUDGET OF THE CITY OF HAINES CITY, FLORIDA, FISCAL YEAR A.D. 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, estimates have been made by the City Manager of the City of Haines City, as presented in the Budget of the City of Haines City, Florida, Fiscal Year commencing October 1, 2023, showing that the sum of \$136,378,641 will be required for defraying the expenses of maintaining the government of the City of Haines City, Florida for the Fiscal Year A.D. 2023-2024; and

WHEREAS, the Budget of the City of Haines City, Florida, Fiscal Year commencing October 1, 2023, anticipates sufficient revenues to fund projected expenditures of \$136,378,641.

NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF HAINES CITY, FLORIDA THAT:

Section 1 (Appropriations of Funds). The sum of \$136,378,641 be and the same is hereby appropriated out of all the various revenues accruing to the City of Haines City and set aside for the purpose of paying the expenses of and maintaining the government of the City of Haines for Fiscal Year, A.D. 2023-2024.

Section 2 (Adoption of Budget). The Budget of the City of Haines City, Florida, for Fiscal Year commencing October 1, 2023, on file in the Office of the City Clerk, a Budget Summary of which is attached hereto, is hereby adopted by reference as the official budget of the City of Haines City, Florida, for Fiscal Year 2023-2024.

Section 3 (Effective Date). This ordinance shall take effect on October 1, 2023.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Haines City, Florida, this 7th day of September 2023.

ATTEST:

APPROVED:

Sharon Lauther, City Clerk

Roy Tyler, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

ADOPTED AND ENACTED on second reading by the City Commission on the Haines City, Florida, at regular session on this 21st day of September 2023.

ATTEST:

APPROVED:

Sharon Lauther, City Clerk

Roy Tyler, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

BUDGET SUMMARY
CITY OF HAINES CITY - FISCAL YEAR 2023/2024

*** THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF HAINES CITY ARE
23.5% LESS THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.**

	GENERAL FUND	SPECIAL REVENUE FUND	UTILITY FUNDS	MEMO - ONLY TOTALS
CASH BAL. BROUGHT FORWARD	600,000	234,000	9,560,265	10,394,265
ESTIMATED REVENUES:				
Taxes: Millage per \$1000				
Ad Valorem Taxes 7.5895	20,590,000	4,530,990	-	25,120,990
Other Taxes	5,890,000	-	-	5,890,000
Permits, Fees and Special Assessments	18,484,500	-	10,824,500	29,309,000
Intergovernmental Revenue	6,964,500	-	8,549,683	15,514,183
Charges for Services	6,645,500	-	25,052,000	31,697,500
Judgments, Fines & Forfeits	1,760,000	-	750,000	2,510,000
Miscellaneous Revenues	1,261,500	125,000	598,000	1,984,500
Other Sources & Transfers	810,500	5,196,010	7,951,693	13,958,203
TOTAL REVENUES AND OTHER FINANCING SOURCES	62,406,500	9,852,000	53,725,876	125,984,376
TOTAL ESTIMATED REVENUES AND BALANCES	63,006,500	10,086,000	63,286,141	136,378,641
EXPENDITURES/EXPENSES				
General Government	10,179,451	35,000	1,030,875	11,245,326
Public Safety	24,090,065	294,000	-	24,384,065
Physical Environment	4,749,950	-	60,448,984	65,198,934
Transportation	6,557,250	-	-	6,557,250
Economic Environment	913,750	5,820,015	-	6,733,765
Other Uses	5,196,010	810,500	-	6,006,510
Culture & Recreation	8,702,675	1,214,625	-	9,917,300
Debt Service	1,772,349	1,861,860	1,491,282	5,125,491
TOTAL EXPENDITURES/EXPENSES	62,161,500	10,036,000	62,971,141	135,168,641
Reserve for Contingency	845,000	50,000	315,000	1,210,000
TOTAL APPROPRIATED EXPENDITURES AND RESERVES	63,006,500	10,086,000	63,286,141	136,378,641

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE
OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.



City of Haines City

City of Haines City Fiscal Year 2024 Annual Budget



Proposed Version





TABLE OF CONTENTS

Fund Summaries	3
All Funds	4
General Fund	13
Other Governmental Funds	47
LEET FUND	58
Police Impact Fee Fund	62
Fire Impact Fee Fund	67
Transportation Impact Fee Fund	73
Recreation Impact Fee Fund	78
Library Impact Fee Fund	83
CRA Fund	88
Water & Sewer Fund	105
Stormwater Fund	122
Other Enterprise Funds	133
Water Impact Fee Fund	142
Sewer Impact Fee Fund	148
Debt	154
Government-wide Debt	155
Debt by Type Overview	158
Appendix	168
Glossary	169



FUND SUMMARIES



The City of Haines City operates several major funds to account for the receipt of revenues and necessary expenditures related to the services provided by each fund. Those funds include:

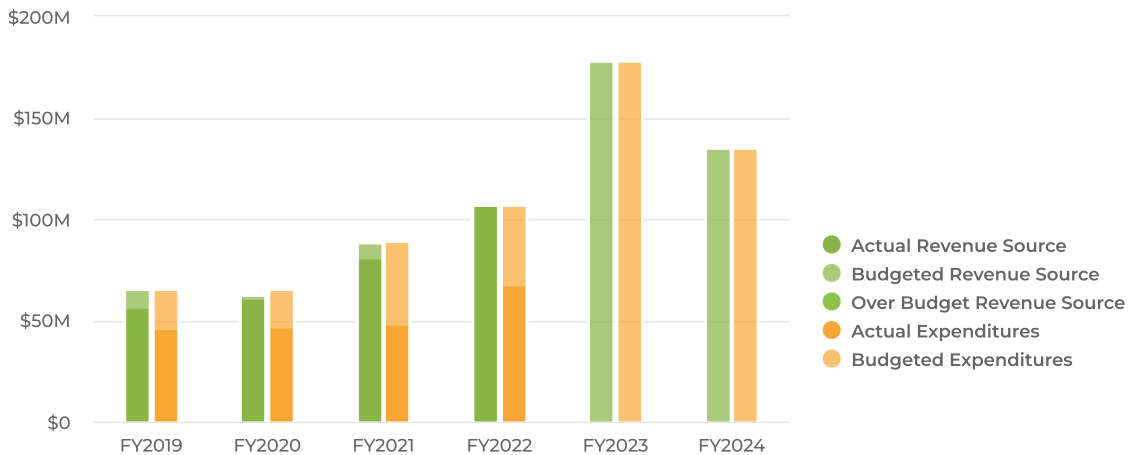
- **General Fund-** The City's main operating fund used to account for all financial resources traditionally associated with government.
- **Capital Projects Fund-** A designated governmental funds utilized for accounting and tracking major projects.
- **Community Redevelopment Agency Fund (CRA)-** A Special Revenue Fund established to account for the revenues and expenses relating to the City's designated redevelopment area.
- **Water and Sewer Fund-** An Enterprise Fund established to account for the revenues and expenses relating to providing water and sewer to customers within the City's service area.
- **Stormwater Fund-** An Enterprise Fund established to account for the revenues and expenses relating to providing stormwater services.



All Funds

Summary

The City of Haines City overall budget includes total revenues and expenditures of \$136,378,641, in comparison to the prior year overall budget of \$178,174,207 . This is largely attributed to the prior inclusion of the Capital Project Fund which included \$60M in capital projects.



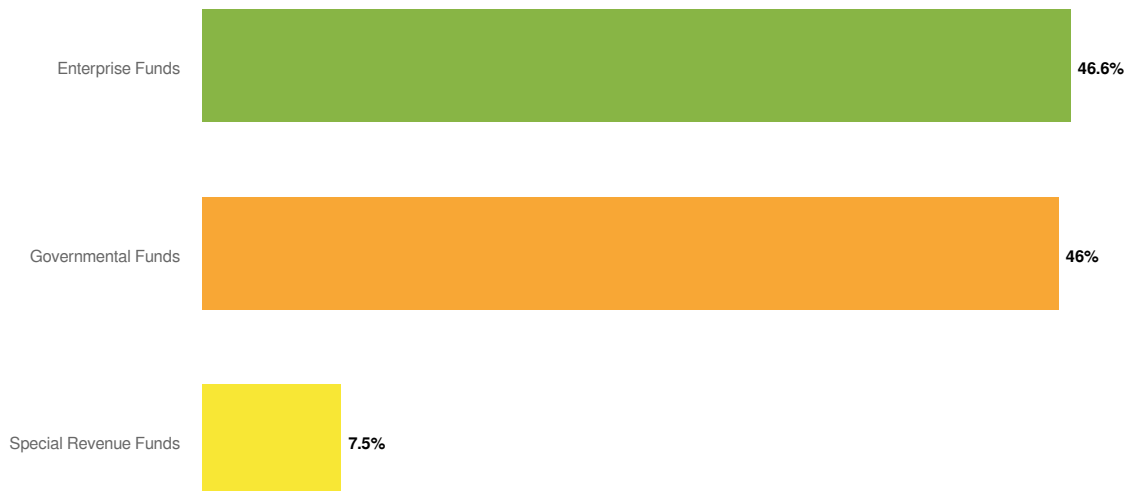
All Funds Comprehensive Summary



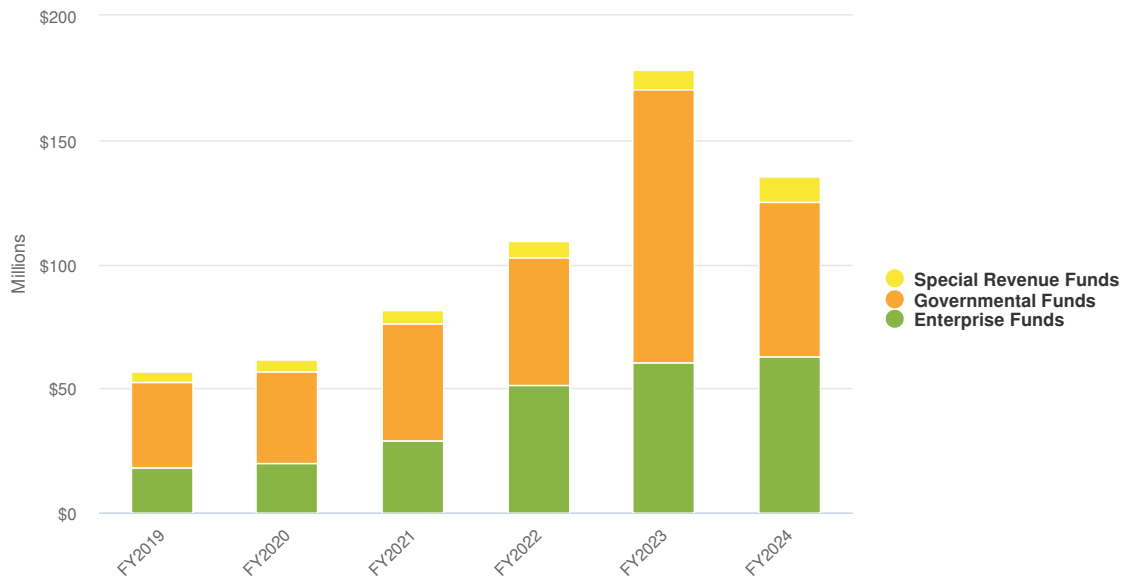
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$65,346,155	\$65,612,500	\$65,612,500	\$101,158,560	N/A
Revenues					
Taxes	\$21,143,032	\$21,347,966	\$19,377,430	\$24,623,500	\$36,207,000
Permits, Fees, and Special Assessments	\$24,827,358	\$32,047,659	\$12,883,610	\$20,063,000	\$29,309,000
Intergovernmental Revenue	\$3,968,319	\$19,422,732	\$3,303,330	\$7,527,558	\$15,514,183
Charges for Services	\$25,048,413	\$28,429,027	\$21,405,000	\$25,562,500	\$31,697,500
Judgements, Fines and Forfeits	\$2,562,091	\$2,658,586	\$1,269,850	\$2,305,500	\$2,530,000
Misc Revenues	\$1,290,130	\$681,425	\$297,350	\$2,482,064	\$1,964,500
Other Sources	\$2,522,975	\$4,590,858	\$48,938,655	\$95,610,085	\$19,156,458
Total Revenues:	\$81,362,317	\$109,178,252	\$107,475,225	\$178,174,207	\$136,378,641
Expenditures					
Personnel Services	\$18,700,791	\$20,860,370	\$23,016,200	\$27,711,570	\$30,039,910
Operating Expenditures	\$15,394,636	\$18,943,057	\$20,368,485	\$22,213,904	\$27,713,786
Capital Outlays	\$4,939,342	\$22,844,325	\$52,833,155	\$115,772,538	\$63,435,779
Debt Service	\$165,514	\$141,688	\$1,427,710	\$1,494,019	\$1,491,282
Grants and Aids	\$952,098	\$692,190	\$720,890	\$991,390	\$1,557,165
Other Uses	\$8,787,426	\$4,944,554	\$9,097,785	\$9,990,786	\$12,140,719
Total Expenditures:	\$48,939,806	\$68,426,182	\$107,464,225	\$178,174,207	\$136,378,641
Total Revenues Less Expenditures:	\$32,422,511	\$40,752,070	\$11,000	\$0	\$0
Ending Fund Balance:	\$97,768,666	\$106,364,570	\$65,623,500	\$101,158,560	N/A

Revenue by Fund

2024 Revenue by Fund



Budgeted and Historical 2024 Revenue by Fund

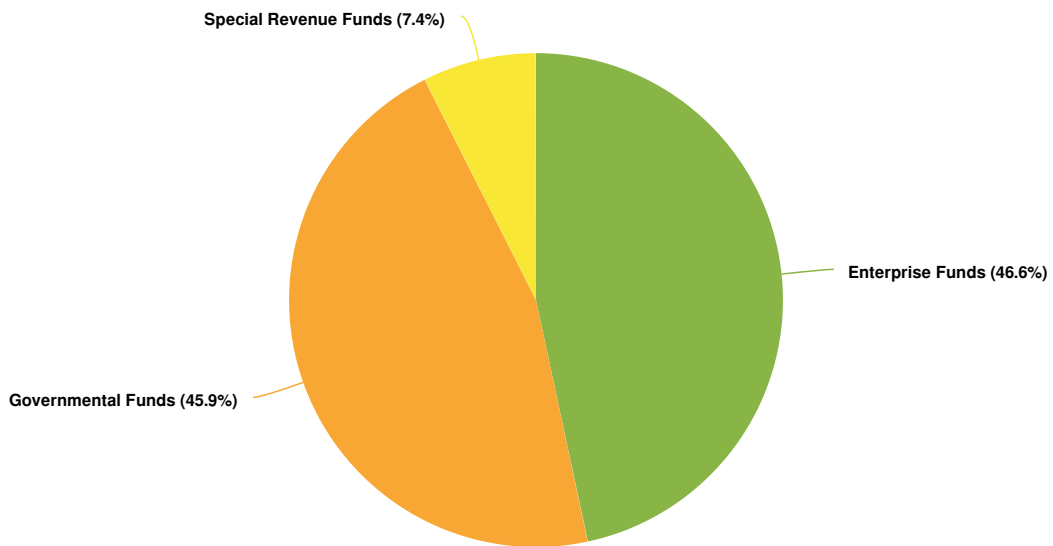


Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Governmental Funds						
General Fund	\$42,155,766	\$46,836,687	\$36,759,460	\$46,814,384	\$58,967,500	26%
Other Governmental Funds	\$4,577,563	\$4,497,880	\$2,027,185	\$2,688,585	\$4,039,000	50.2%
Capital Project	\$0	\$0	\$0	\$60,000,000	\$0	-100%
Total Governmental Funds:	\$46,733,329	\$51,334,567	\$38,786,645	\$109,502,969	\$63,006,500	-42.5%
Special Revenue Funds						
CRA Fund	\$5,442,349	\$6,410,855	\$7,086,500	\$7,953,275	\$10,086,000	26.8%
Total Special Revenue Funds:	\$5,442,349	\$6,410,855	\$7,086,500	\$7,953,275	\$10,086,000	26.8%
Enterprise Funds						
Water & Sewer Fund	\$20,812,298	\$36,074,304	\$47,243,550	\$45,027,165	\$49,460,983	9.8%
Other Enterprise Funds	\$7,797,286	\$14,576,890	\$13,674,180	\$14,723,963	\$12,665,708	-14%
Stormwater Utility	\$577,054	\$781,637	\$684,350	\$966,835	\$1,159,450	19.9%
Total Enterprise Funds:	\$29,186,639	\$51,432,830	\$61,602,080	\$60,717,963	\$63,286,141	4.2%
Total:	\$81,362,317	\$109,178,252	\$107,475,225	\$178,174,207	\$136,378,641	-23.5%

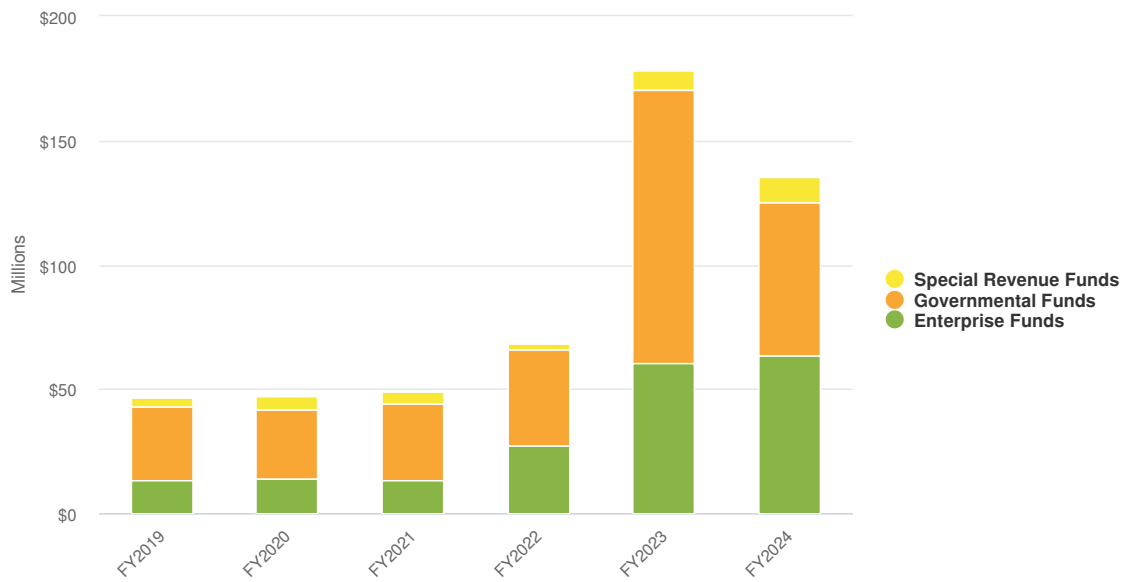


Expenditures by Fund

2024 Expenditures by Fund



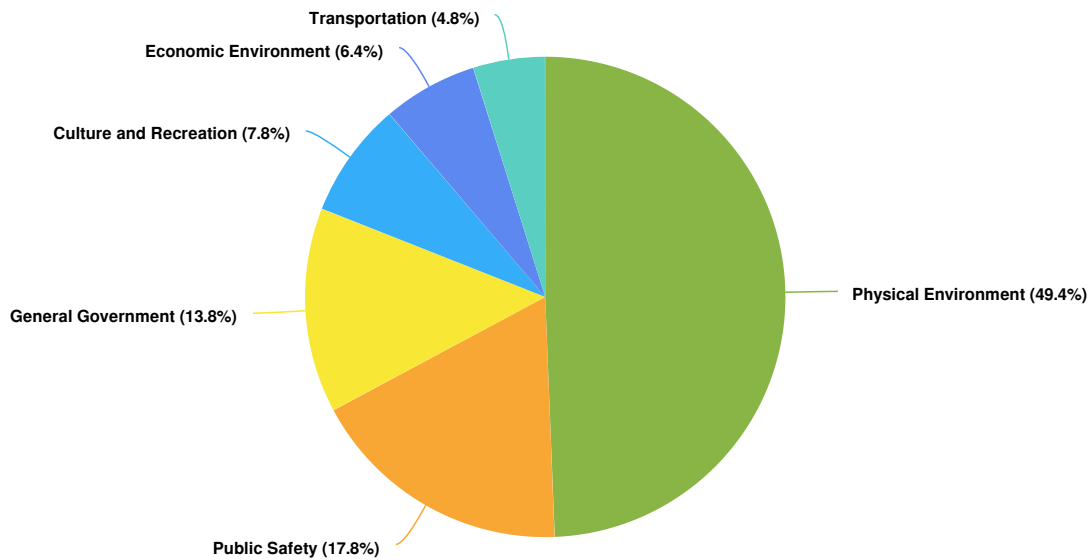
Budgeted and Historical 2024 Expenditures by Fund



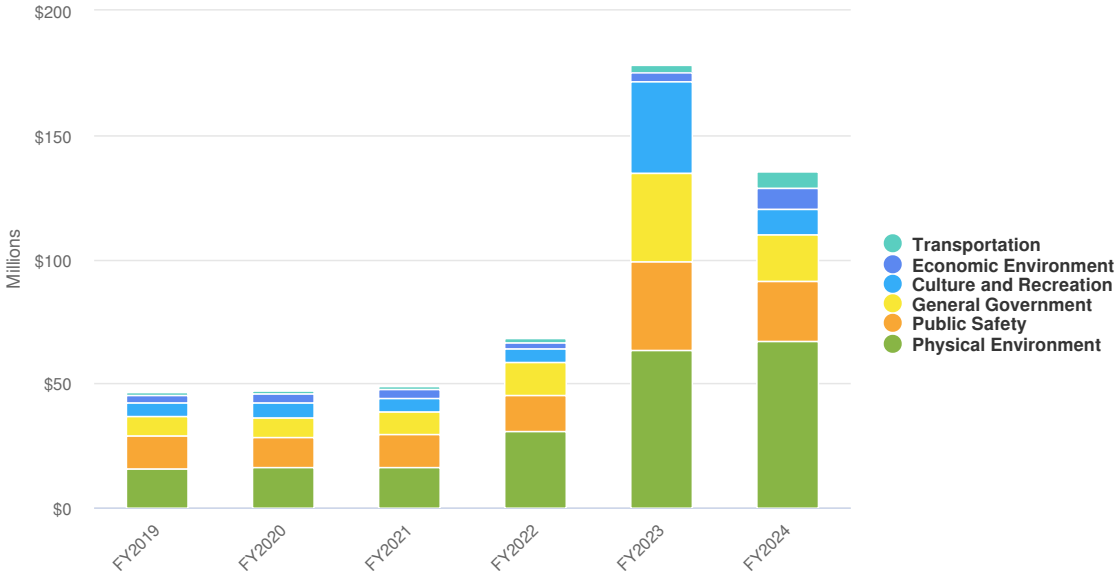
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Governmental Funds						
General Fund	\$30,312,865	\$37,851,236	\$36,759,460	\$46,814,384	\$58,967,500	26%
Other Governmental Funds	\$264,668	\$432,444	\$2,027,185	\$2,688,585	\$4,039,000	50.2%
Capital Project	\$0	\$0	\$0	\$60,000,000	\$0	-100%
Total Governmental Funds:	\$30,577,533	\$38,283,681	\$38,786,645	\$109,502,969	\$63,006,500	-42.5%
Special Revenue Funds						
CRA Fund	\$5,016,573	\$2,698,206	\$7,086,500	\$7,953,275	\$10,086,000	26.8%
Total Special Revenue Funds:	\$5,016,573	\$2,698,206	\$7,086,500	\$7,953,275	\$10,086,000	26.8%
Enterprise Funds						
Water & Sewer Fund	\$10,759,671	\$19,314,556	\$47,232,550	\$45,027,165	\$49,460,983	9.8%
Other Enterprise Funds	\$2,112,481	\$7,660,595	\$13,674,180	\$14,723,963	\$12,665,708	-14%
Stormwater Utility	\$473,549	\$469,145	\$684,350	\$966,835	\$1,159,450	19.9%
Total Enterprise Funds:	\$13,345,701	\$27,444,296	\$61,591,080	\$60,717,963	\$63,286,141	4.2%
Total:	\$48,939,806	\$68,426,182	\$107,464,225	\$178,174,207	\$136,378,641	-23.5%

Expenditures by Function

Budgeted Expenditures by Function



Budgeted and Historical Expenditures by Function

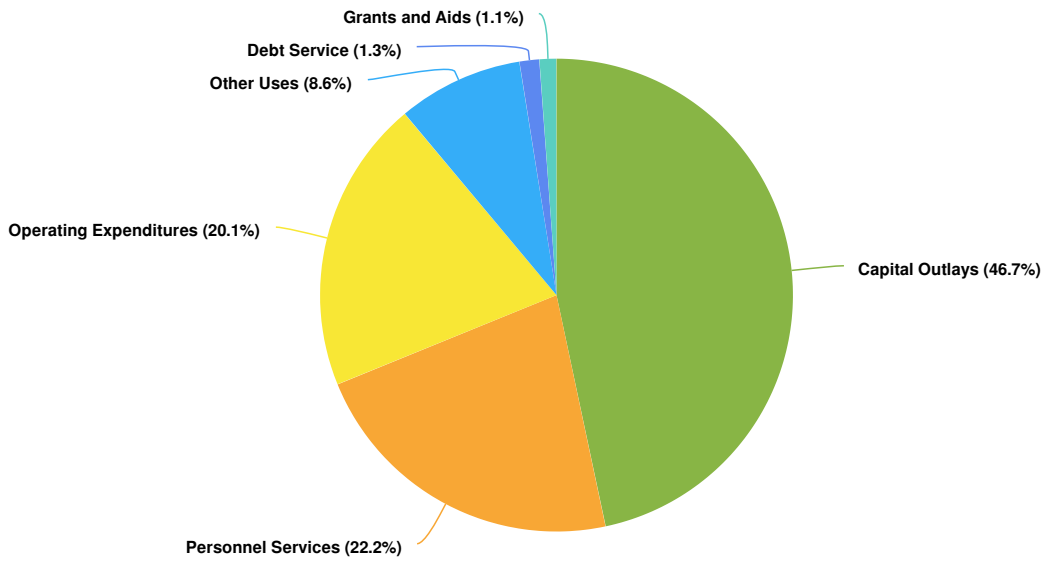


Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expenditures						
General Government	\$8,987,543	\$13,133,121	\$12,197,940	\$35,962,395	\$18,900,961	-47.4%
Public Safety	\$13,229,433	\$14,420,954	\$15,874,185	\$35,642,174	\$24,719,289	-30.6%
Physical Environment	\$16,357,543	\$30,894,312	\$64,211,575	\$63,277,588	\$67,005,216	5.9%
Transportation	\$932,181	\$1,738,723	\$1,933,600	\$3,189,335	\$6,557,250	105.6%
Economic Environment	\$3,785,287	\$2,619,897	\$3,441,475	\$3,659,907	\$8,645,625	136.2%
Culture and Recreation	\$5,647,820	\$5,619,175	\$9,805,450	\$36,442,808	\$10,550,300	-71%
Total Expenditures:	\$48,939,806	\$68,426,182	\$107,464,225	\$178,174,207	\$136,378,641	-23.5%

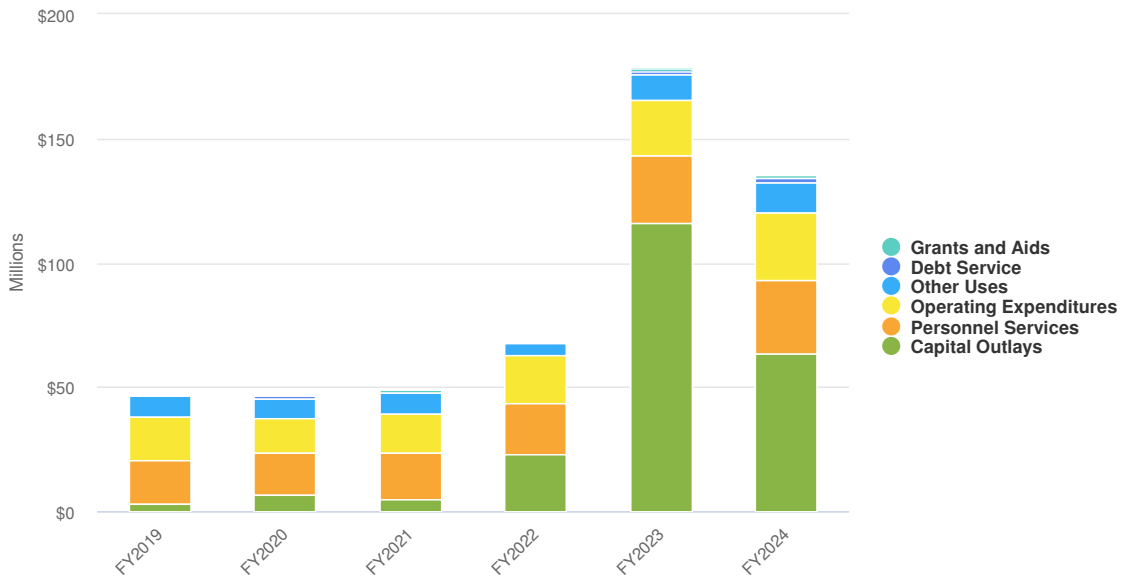


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Personnel Services	\$18,700,791	\$20,860,370	\$23,016,200	\$27,711,570	\$30,039,910	8.4%
Operating Expenditures	\$15,394,636	\$18,943,057	\$20,368,485	\$22,213,904	\$27,713,786	24.8%
Capital Outlays	\$4,939,342	\$22,844,325	\$52,833,155	\$115,772,538	\$63,435,779	-45.2%
Debt Service	\$165,514	\$141,688	\$1,427,710	\$1,494,019	\$1,491,282	-0.2%
Grants and Aids	\$952,098	\$692,190	\$720,890	\$991,390	\$1,557,165	57.1%
Other Uses	\$8,787,426	\$4,944,554	\$9,097,785	\$9,990,786	\$12,140,719	21.5%
Total Expense Objects:	\$48,939,806	\$68,426,182	\$107,464,225	\$178,174,207	\$136,378,641	-23.5%



The General Fund is the City's main operating fund and is used to account for all financial resources traditionally associated with government except those required to be accounted for in another fund (i.e. enterprise funds and special revenue funds).



General Fund

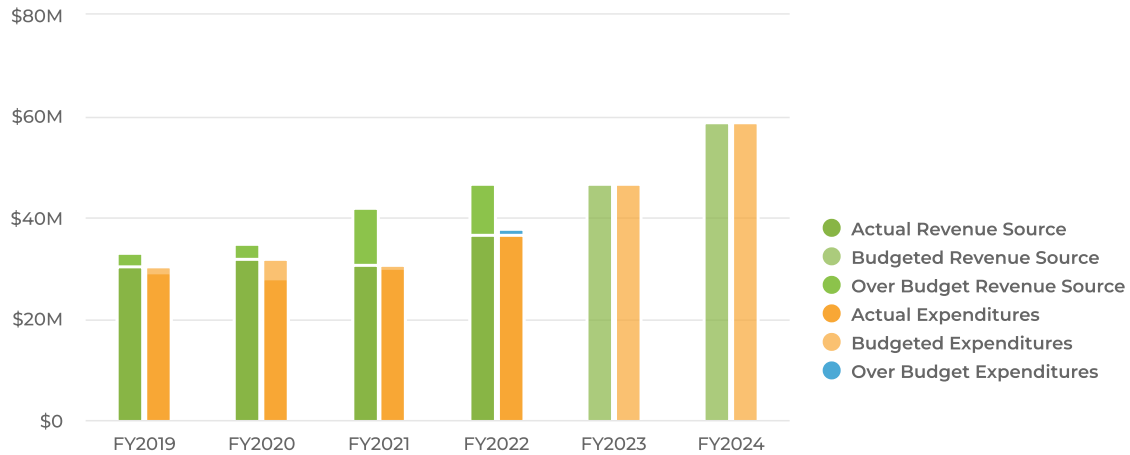
The City continues to see extreme growth in the Building and Permit area as we are the fastest growing City in Polk County. The City adopted the same millage rate as last fiscal year. Revenue increases in property tax growth provide adequate funding to absorb the bulk of the economic inflation in both consumerism and the labor market.

GENERAL FUND



Summary

The City of Haines City is projecting \$58.97M of revenue in FY2024, which represents a 26% increase over the prior year. Budgeted expenditures are projected to increase by 26% or \$12.15M to \$58.97M in FY2024.



General Fund Comprehensive Summary

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$31,333,479	\$37,170,770	\$37,170,770	\$44,264,208	N/A
Revenues					
Taxes	\$15,705,624	\$18,325,314	\$16,201,905	\$20,975,750	\$26,480,000
Permits, Fees, and Special Assessments	\$12,484,281	\$14,368,515	\$8,079,500	\$12,069,500	\$14,579,500
Intergovernmental Revenue	\$3,440,237	\$4,287,600	\$3,129,000	\$3,389,000	\$6,964,500
Charges for Services	\$5,603,404	\$6,413,768	\$4,883,000	\$5,505,500	\$6,645,500
Judgements, Fines and Forefeits	\$1,896,739	\$1,881,769	\$904,850	\$1,740,500	\$1,760,000
Misc Revenues	\$706,227	\$528,924	\$217,700	\$617,500	\$1,127,500
Other Sources	\$2,319,255	\$1,030,798	\$3,343,505	\$2,516,634	\$1,410,500
Total Revenues:	\$42,155,766	\$46,836,687	\$36,759,460	\$46,814,384	\$58,967,500
Expenditures					
Personnel Services	\$14,924,308	\$16,977,972	\$18,027,835	\$21,293,015	\$24,003,425
Operating Expenditures	\$10,324,457	\$12,522,736	\$11,844,765	\$12,739,680	\$15,954,086
Capital Outlays	\$622,536	\$4,352,704	\$1,836,870	\$7,354,700	\$9,094,465
Grants and Aids	\$163,190	\$163,002	\$220,890	\$383,890	\$457,165
Other Uses	\$4,278,374	\$3,834,823	\$4,829,100	\$5,043,099	\$9,458,359
Total Expenditures:	\$30,312,865	\$37,851,236	\$36,759,460	\$46,814,384	\$58,967,500
Total Revenues Less Expenditures:	\$11,842,902	\$8,985,451	\$0	\$0	\$0
Ending Fund Balance:	\$43,176,381	\$46,156,221	\$37,170,770	\$44,264,208	N/A



REVENUES

Ad Valorem: Proposed to maintain the millage at 7.5895. Due to the increase taxable values and new construction, the overall increase is projected to be \$4,416,165.

Non Ad Valorem: No Proposed Increases to Fire. Projected Increased Revenues of \$800,000

Building Permits: For budget purposes, the assumption is that permits will be consistent with 2021 & 2022 permits. We have not seen a reduction in demand and continue to monitor potential impacts of economic pressures such as the FED increasing interest rates.

GRANTS: The City continues to pursue grants with over \$2,900,000 included in this year's proposal.

- State Appropriation: Two Fire Trucks \$2,000,000
- CDBG Sidewalk Grant: \$700,000
- Duke Energy Rail Spur: \$200,000

EXPENDITURES

NEW PERSONNEL \$493,505 (TOTAL REQUESTS \$968,554)

- RECREATION PART TIME ATTENDANT (2)
- SUMMER SEASONAL CAMP COUNSELOR (2)
- AQUATICS SEASONAL LIFEGUARD (2)
- PARKS GROUNDS MAINTENANCE WORKER
- PARKS IRRIGATION TECHNICIAN
- FLEET MECHANIC
- FIREFIGHTER (2)
- PROCUREMENT/GRANT COORDINATOR 50%

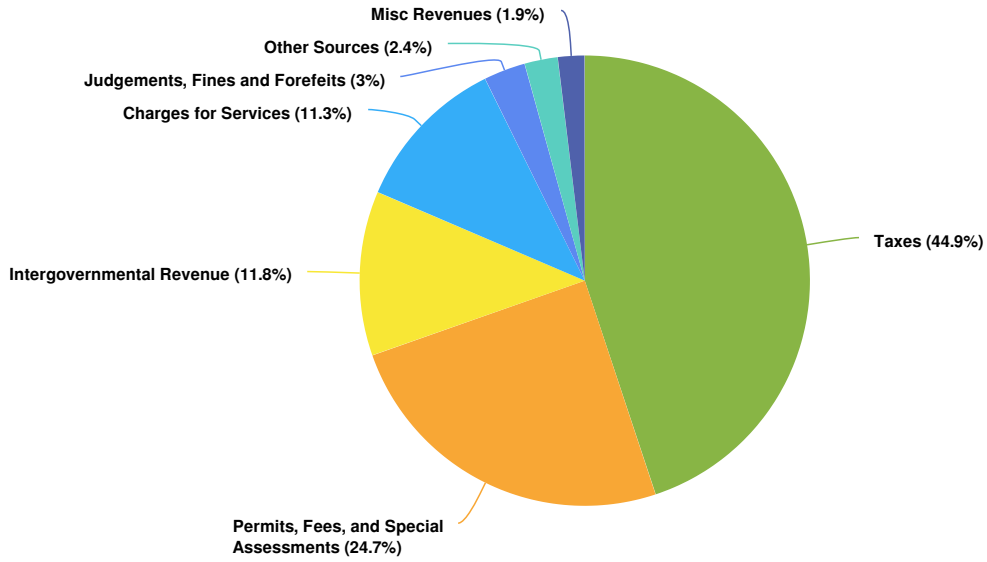
CAPITAL

TOTAL CAPITAL PROJECTS \$9,093,465

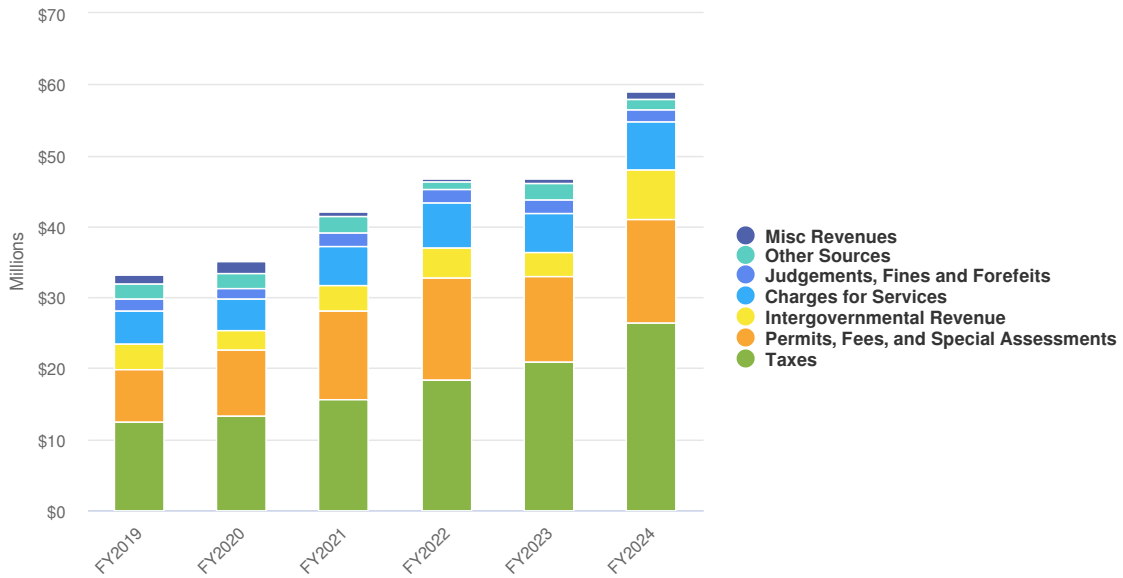


Revenues by Source

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Revenue Source						
Taxes						
CURRENT AD VALOREM TAXES	\$10,628,750	\$12,485,307	\$12,431,905	\$16,050,750	\$20,590,000	28.3%
CD 9 CENT VOTED FUEL TAX	\$108,791	\$113,111	\$100,000	\$100,000	\$110,000	10%
LOCAL OPTION GAS TAX	\$605,433	\$634,210	\$905,000	\$585,000	\$600,000	2.6%
NEW LOCAL OPTION GAS TAX	\$382,635	\$400,265	\$0	\$365,000	\$380,000	4.1%
ELECTRICITY	\$2,491,234	\$2,996,012	\$1,550,000	\$2,400,000	\$3,200,000	33.3%
WATER	\$631,186	\$799,650	\$500,000	\$675,000	\$775,000	14.8%
UTILITY TAX GAS	\$86,963	\$85,155	\$85,000	\$85,000	\$85,000	0%
UTILITY TAX PROPANE	\$89,684	\$48,904	\$40,000	\$40,000	\$50,000	25%
LOCAL COMMUNICATIONS SVCS TAX	\$605,354	\$646,582	\$515,000	\$600,000	\$615,000	2.5%
LOCAL BUSINESS TAX	\$51,898	\$89,888	\$60,000	\$60,000	\$60,000	0%
LOCAL BUSINESS TAX - COUNTY COLLECT	\$23,696	\$26,229	\$15,000	\$15,000	\$15,000	0%
Total Taxes:	\$15,705,624	\$18,325,314	\$16,201,905	\$20,975,750	\$26,480,000	26.2%
Permits, Fees, and Special Assessments						
BUILDING PERMITS	\$4,777,518	\$5,047,278	\$1,750,000	\$4,250,000	\$4,500,000	5.9%
FRANCHISE FEES - ELECTRICITY	\$2,067,268	\$2,384,491	\$1,950,000	\$1,950,000	\$2,650,000	35.9%
FRANCHISE FEES - GAS	\$61,722	\$218,860	\$120,000	\$120,000	\$200,000	66.7%
FRANCHISE FEES - SOLID WASTE	\$301,518	\$332,977	\$295,000	\$295,000	\$350,000	18.6%
SPECIAL ASSESSMENTS - SVC CHARGES	\$2,266,709	\$2,870,673	\$2,600,000	\$3,100,000	\$3,900,000	25.8%
OTHER LIC FEE PERMIT	\$2,883,158	\$3,364,505	\$1,300,000	\$2,250,000	\$2,850,000	26.7%
ADMINISTRATIVE FEE	\$120,318	\$141,900	\$60,000	\$100,000	\$125,000	25%
ADMIN COSTS - LOT CLEAN UP/DEMO	\$600	\$750	\$1,000	\$1,000	\$1,000	0%
ADMIN FEES - CODE COMPLIANCE	\$5,468	\$7,081	\$3,500	\$3,500	\$3,500	0%
Total Permits, Fees, and Special Assessments:	\$12,484,281	\$14,368,515	\$8,079,500	\$12,069,500	\$14,579,500	20.8%
Intergovernmental Revenue						
PUBLIC SAFETY	\$0	\$16,830	\$16,000	\$16,000	\$16,000	0%
FIRE OPERATIONS	\$0	\$41,050	\$15,000	\$0	\$0	0%
CDBG URBAN DEV ACTION	\$0	\$0	\$0	\$0	\$750,000	N/A
STATE GRANT	\$0	\$0	\$0	\$0	\$2,000,000	N/A
FEMA - STATE	\$0	\$48,808	\$0	\$0	\$0	0%
STATE REVENUE SHARING	\$1,075,494	\$1,435,253	\$1,015,000	\$1,075,000	\$1,475,000	37.2%
ST REV SHAR MOBILE H LIC	\$65,046	\$68,053	\$55,000	\$65,000	\$65,000	0%
ST REV SH ALCOHOLIC RV LIC	\$14,638	\$11,435	\$11,000	\$11,000	\$11,000	0%
1/2 SALES TAX ST SHARED	\$1,933,832	\$2,281,937	\$1,700,000	\$1,835,000	\$2,250,000	22.6%
FIREFIGHTERS SUPP	\$9,275	\$6,170	\$10,000	\$10,000	\$5,000	-50%
OTHER TRANS REBATE VEHIC	\$6,231	\$8,185	\$7,000	\$7,000	\$7,500	7.1%
CONTRIBUTIONS POLK COUNTY	\$25,307	\$0	\$0	\$0	\$0	0%
POLK CO LIB COOPERATIVE	\$310,415	\$369,878	\$300,000	\$370,000	\$385,000	4.1%
Total Intergovernmental Revenue:	\$3,440,237	\$4,287,600	\$3,129,000	\$3,389,000	\$6,964,500	105.5%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Charges for Services						
SCHOOL RES OFFICER SUPP	\$324,387	\$254,526	\$335,000	\$335,000	\$435,000	29.9%
PROTECTIVE INSPECTION FEES	\$4,090	\$2,035	\$5,000	\$5,000	\$5,000	0%
PUB SAFETY RIGHT OF WAY	\$20,671	\$30,427	\$20,000	\$20,000	\$20,000	0%
SVC CHG - RED LIGHT CAMERA	\$5,499	\$5,575	\$0	\$2,500	\$2,500	0%
GARBAGE/SOLID WASTE REV	\$4,090,024	\$4,781,573	\$3,800,000	\$4,200,000	\$5,000,000	19%
GARBAGE/TRASH/SPECIAL	\$892	\$1,684	\$500	\$500	\$500	0%
CEMETERY FEES	\$195,955	\$151,230	\$100,000	\$125,000	\$125,000	0%
OTHER TRANSPORTATION REVENUE	\$160,275	\$187,638	\$60,000	\$125,000	\$215,000	72%
SERVICE CHARGE - LIBRARIES	\$696	\$1,699	\$1,000	\$1,000	\$1,000	0%
PROG ACT FEES RECREATION	\$216,500	\$322,293	\$270,000	\$225,000	\$325,000	44.4%
CONCESSIONS	\$53,256	\$60,247	\$35,000	\$35,000	\$35,000	0%
SWIMMING POOLS	\$158,805	\$201,947	\$200,000	\$150,000	\$200,000	33.3%
SUMMER CAMP - CHAPERONES	\$190	\$365	\$0	\$0	\$0	0%
TENNIS LESSONS	\$32,075	\$29,055	\$20,000	\$30,000	\$30,000	0%
OTHER CHARGES FOR SERVICES	\$229,940	\$241,880	\$15,000	\$150,000	\$150,000	0%
OTH CHGS FOR SVCS-PERMIT SURCHARGE	-\$826	\$3,792	\$1,500	\$1,500	\$1,500	0%
OTHER CHARGES FOR SVCS-LIEN SEARCH	\$110,976	\$137,802	\$20,000	\$100,000	\$100,000	0%
Total Charges for Services:	\$5,603,404	\$6,413,768	\$4,883,000	\$5,505,500	\$6,645,500	20.7%
Judgements, Fines and Forefeits						
COURT FINES	\$142,224	\$62,911	\$60,000	\$120,000	\$60,000	-50%
JUDGMENTS/FINES-CIRCUIT CT CRIMINAL	\$60	\$0	\$0	\$0	\$0	0%
OTHER CHARGES FOR SVCS-BREATHALYZER	\$670	\$550	\$600	\$0	\$0	0%
LIBRARY FINES	\$6,963	\$6,840	\$13,500	\$10,500	\$7,500	-28.6%
VIOLATIONS CODE ENF CITATIONS	\$0	\$0	\$0	\$0	\$2,500	N/A
VIOLATION SOLID WASTE ORD	\$35,970	\$31,250	\$10,000	\$10,000	\$30,000	200%
VIOLATION RED LIGHT CAMERA ORD	\$1,614,410	\$1,714,989	\$750,000	\$1,500,000	\$1,600,000	6.7%
CODE ENFORCEMENT	\$96,442	\$65,229	\$70,000	\$100,000	\$60,000	-40%
OTHER FINES AND/OR FORFEITS	\$0	\$0	\$750	\$0	\$0	0%
Total Judgements, Fines and Forefeits:	\$1,896,739	\$1,881,769	\$904,850	\$1,740,500	\$1,760,000	1.1%
Misc Revenues						
INTEREST ON INVESTMENTS - G/F	\$74,830	\$180,567	\$12,000	\$450,000	\$650,000	44.4%
NET INCREASE (DECREASE) IN FAIR VALUE OF INVESTMENTS	\$0	-\$189,431	\$0	\$0	\$0	0%
INTEREST ON INVESTMENTS - MAUS	\$45	\$0	\$0	\$0	\$0	0%
RENTS & ROYALTIES	\$43,229	\$54,016	\$65,000	\$50,000	\$50,000	0%
DISPOSITION FIXED ASSETS	\$46,800	\$0	\$0	\$0	\$0	0%
SALE/SURP MATERIAL SCRAP	\$384	\$236	\$2,500	\$2,500	\$2,500	0%



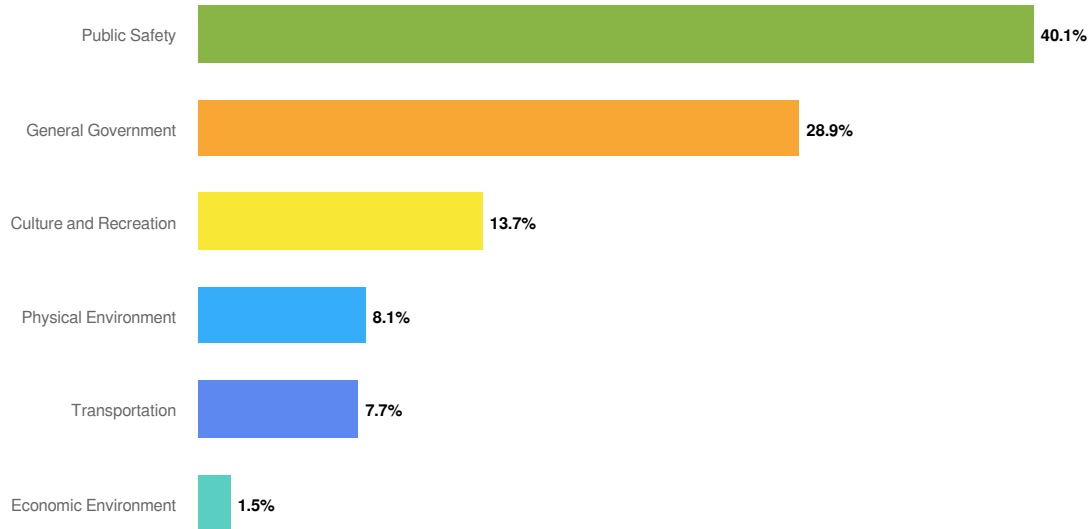
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
GIFTS & DONATIONS - PARADE	\$0	\$0	\$500	\$0	\$0	0%
JUNETEENTH DONATIONS	-\$5,937	\$20,483	\$0	\$0	\$0	0%
GLITTER, GLISTEN & SNOW	\$3,950	\$1,000	\$1,500	\$0	\$0	0%
CONT/DON RIDGE LEAGUE	\$7,589	\$0	\$4,000	\$5,000	\$5,000	0%
GIFTS/DONATIONS MISC	\$0	\$25,000	\$2,000	\$0	\$0	0%
GIFTS/DONATIONS PARKS & REC	\$0	\$0	\$0	\$0	\$60,000	N/A
DONATIONS AQUATIC LK EVA	\$760	\$0	\$0	\$0	\$0	0%
POLICE DONATIONS - SPECIAL PROJECTS TEAM	\$0	-\$1,990	\$0	\$0	\$0	0%
DONATIONS FIRE DEPARTMENT	\$50	\$0	\$1,200	\$0	\$0	0%
SHOP WITH A COP OR FIREFIGHTER	\$0	\$10,000	\$1,500	\$0	\$0	0%
DONATIONS POLICE DEPT	-\$858	-\$205	\$0	\$0	\$0	0%
GIFTS/DONATIONS - EASTER EGG	\$0	\$0	\$500	\$0	\$0	0%
EMP CHRISTMAS PARTY	\$728	\$1,899	\$1,500	\$0	\$0	0%
GIFTS & DONATIONS - LIBRARY	\$386	\$277	\$500	\$0	\$0	0%
DONATIONS - 4TH OF JULY	\$38,437	\$110,868	\$100,000	\$60,000	\$60,000	0%
MISC REV INSURANCE PROC	\$361,054	\$255,618	\$0	\$0	\$250,000	N/A
OTHER MISC REVENUE	\$134,761	\$60,229	\$25,000	\$50,000	\$50,000	0%
OVERAGE & SHORTAGE	-\$16	-\$166	\$0	\$0	\$0	0%
COURT OF HONOR PAVERS	\$35	\$525	\$0	\$0	\$0	0%
Total Misc Revenues:	\$706,227	\$528,924	\$217,700	\$617,500	\$1,127,500	82.6%
Other Sources						
INTERFUND TRANSFER	\$0	\$0	\$0	\$0	\$810,500	N/A
CONT FROM ENTP FUND W/S	\$2,300,000	\$0	\$2,400,000	\$0	\$0	0%
INSTALL PURCHASE PROCEEDS	\$0	\$1,001,179	\$0	\$0	\$0	0%
TRANSFER IN FROM DEBT SERVICE	\$0	\$29,619	\$0	\$0	\$0	0%
SALE OF GENERAL CAPITAL ASSETS	\$19,255	\$0	\$0	\$0	\$0	0%
OTHER NON REVENUES	\$0	\$0	\$943,505	\$0	\$0	0%
UNDESIGNATED FUND BALANCE	\$0	\$0	\$0	\$2,516,634	\$600,000	-76.2%
Total Other Sources:	\$2,319,255	\$1,030,798	\$3,343,505	\$2,516,634	\$1,410,500	-44%
Total Revenue Source:	\$42,155,766	\$46,836,687	\$36,759,460	\$46,814,384	\$58,967,500	26%



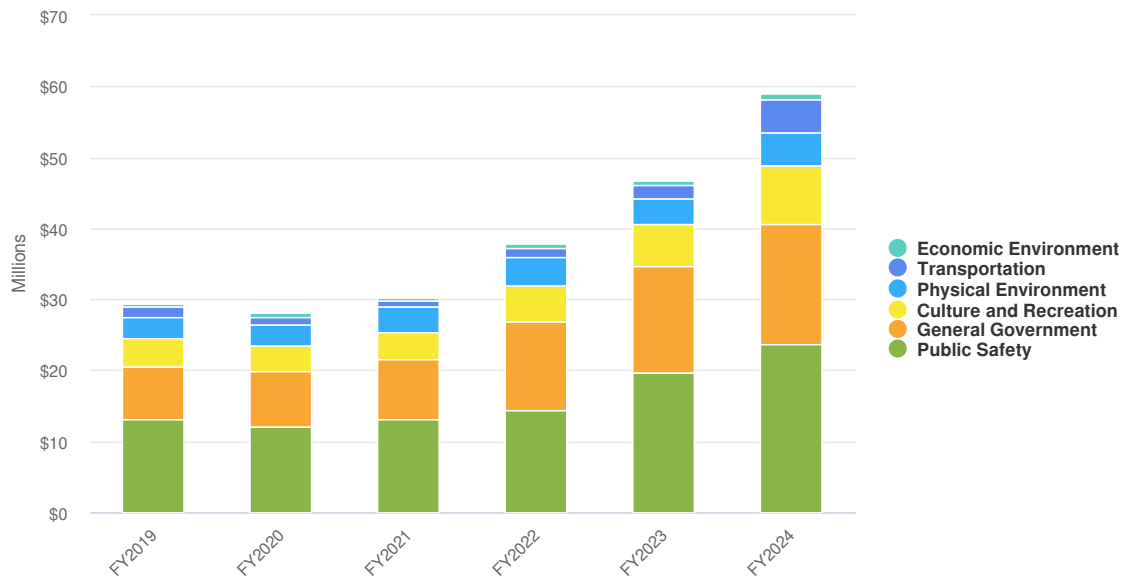
Expenditures by Function

As depicted in the Budget Overview, expenditures have remained mostly static year over year.

Budgeted Expenditures by Function



Budgeted and Historical Expenditures by Function



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expenditures						
General Government						
City Administration						
Personnel Services						
REGULAR SALARY	\$414,177	\$494,313	\$434,860	\$632,500	\$780,000	23.3%
FICA TAXES	\$29,277	\$39,396	\$33,270	\$48,500	\$60,000	23.7%
RETIREMENT	\$54,283	\$86,839	\$51,345	\$71,250	\$120,000	68.4%
LIFE & HEALTH INSURANCE	\$28,583	\$28,849	\$37,280	\$41,000	\$60,000	46.3%
WORKERS COMPENSATION	\$901	\$1,153	\$785	\$1,025	\$1,500	46.3%
Total Personnel Services:	\$527,220	\$650,550	\$557,540	\$794,275	\$1,021,500	28.6%
Operating Expenditures						
PROFESSIONAL SERVICES	\$450	\$0	\$1,000	\$1,000	\$1,000	0%
OTHER CONTRACTUAL SERVICES	\$0	\$0	\$1,000	\$1,000	\$1,000	0%
TRAVEL & PER DIEM	\$1,356	\$5,911	\$7,500	\$7,500	\$7,500	0%
COMMUNICATIONS	\$2,930	\$3,562	\$3,500	\$4,500	\$4,500	0%
FREIGHT & POSTAGE SERVICES	\$1	\$74	\$200	\$150	\$150	0%
RENTALS & LEASES	\$10,660	\$10,907	\$11,490	\$26,000	\$26,000	0%
REPAIR & MAINTENANCE	\$75	\$871	\$2,500	\$500	\$500	0%
PRINTING & BINDING	\$159	\$1,303	\$4,000	\$4,000	\$4,000	0%
PROMOTIONAL ACTIVITIES	\$11,560	\$10,107	\$20,000	\$20,000	\$20,000	0%
OTHER CURRENT CHARGES OB	\$5,869	\$6,761	\$18,680	\$2,500	\$2,500	0%
OFFICE SUPPLIES	\$981	\$2,942	\$1,500	\$2,500	\$2,500	0%
OPERATING SUPPLIES	\$4,760	\$8,850	\$5,000	\$5,000	\$5,000	0%
GAS & OIL	\$0	\$396	\$0	\$2,500	\$3,500	40%
UNIFORMS	\$0	\$1,856	\$0	\$750	\$750	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$4,764	\$1,968	\$6,000	\$6,000	\$6,000	0%
TRAINING	\$500	\$732	\$6,500	\$6,500	\$6,500	0%
PROFESSIONAL SERVICES	\$176,657	\$211,064	\$185,000	\$225,000	\$225,000	0%
Total Operating Expenditures:	\$220,722	\$267,304	\$273,870	\$315,400	\$316,400	0.3%
Capital Outlays						
CAPITAL OUTLAY	\$0	\$834	\$1,000	\$0	\$0	0%
CAPITAL OUTLAY - TECH	\$0	\$0	\$0	\$1,000	\$0	-100%
Total Capital Outlays:	\$0	\$834	\$1,000	\$1,000	\$0	-100%
Total City Administration:	\$747,942	\$918,688	\$832,410	\$1,110,675	\$1,337,900	20.5%
City Commission						
Personnel Services						
EXECUTIVE SALARIES	\$60,218	\$62,633	\$75,970	\$65,000	\$115,000	76.9%
FICA TAXES	\$4,608	\$4,791	\$6,165	\$5,165	\$8,750	69.4%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
LIFE & HEALTH INSURANCE	\$27	\$22	\$0	\$0	\$50,000	N/A
WORKERS COMPENSATION	\$139	\$165	\$110	\$110	\$200	81.8%
Total Personnel Services:	\$64,991	\$67,612	\$82,245	\$70,275	\$173,950	147.5%
Operating Expenditures						
PROFESSIONAL SERVICES	\$4,640	\$0	\$0	\$0	\$0	0%
TRAVEL & PER DIEM	\$6,041	\$12,370	\$20,000	\$20,000	\$20,000	0%
COMMUNICATIONS	\$2,055	\$3,586	\$6,000	\$5,000	\$5,000	0%
FREIGHT & POSTAGE SERVICES	\$20	\$80	\$400	\$250	\$2,500	900%
PRINTING & BINDING	\$160	\$540	\$1,500	\$1,500	\$4,000	166.7%
PROMOTIONAL ACTIVITIES	\$71	\$9,769	\$6,000	\$7,500	\$17,500	133.3%
OTHER CURRENT CHARGES OB	\$7,107	\$2,630	\$3,000	\$1,000	\$22,500	2,150%
OFFICE SUPPLIES	\$98	\$48	\$150	\$250	\$500	100%
OPERATING SUPPLIES	\$6,343	\$5,564	\$5,000	\$6,500	\$7,300	12.3%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$6,747	\$6,825	\$8,200	\$8,500	\$9,500	11.8%
TRAINING	\$938	\$9,006	\$5,000	\$5,000	\$10,000	100%
Total Operating Expenditures:	\$34,220	\$50,418	\$55,250	\$55,500	\$98,800	78%
Capital Outlays						
CAPITAL OUTLAY	\$4,300	\$1,009	\$0	\$0	\$0	0%
CAPITAL OUTLAY - TECH	\$1,417	\$0	\$0	\$0	\$11,000	N/A
Total Capital Outlays:	\$5,716	\$1,009	\$0	\$0	\$11,000	N/A
Total City Commission:	\$104,927	\$119,038	\$137,495	\$125,775	\$283,750	125.6%
Finance Department						
Personnel Services						
REGULAR SALARY	\$336,665	\$385,307	\$384,510	\$458,600	\$505,000	10.1%
OVERTIME	\$4	\$20,836	\$1,000	\$1,000	\$8,000	700%
FICA TAXES	\$25,746	\$29,484	\$29,495	\$35,750	\$40,500	13.3%
RETIREMENT	\$31,295	\$39,518	\$42,310	\$51,850	\$75,500	45.6%
LIFE & HEALTH INSURANCE	\$39,507	\$50,887	\$51,260	\$68,500	\$75,500	10.2%
WORKERS COMPENSATION	\$797	\$1,021	\$695	\$895	\$750	-16.2%
Total Personnel Services:	\$434,014	\$527,052	\$509,270	\$616,595	\$705,250	14.4%
Operating Expenditures						
PROFESSIONAL SERVICES	\$17,955	\$53,492	\$15,000	\$22,000	\$25,000	13.6%
ACCOUNTING/AUDITING	\$32,000	\$37,600	\$40,000	\$40,000	\$45,000	12.5%
OTHER CONTRACTUAL SERVICES	\$26,099	\$0	\$0	\$8,500	\$38,500	352.9%
TRAVEL & PER DIEM	-\$8	\$1,602	\$6,000	\$6,000	\$6,000	0%
COMMUNICATIONS	\$4,752	\$7,846	\$6,500	\$6,500	\$8,000	23.1%
FREIGHT & POSTAGE SERVICES	\$3,284	\$4,377	\$6,000	\$6,000	\$13,000	116.7%
RENTALS & LEASES	\$8,896	\$8,947	\$5,500	\$10,000	\$10,000	0%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
REPAIR & MAINTENANCE	\$7,690	\$8,882	\$8,320	\$500	\$500	0%
PRINTING & BINDING	\$811	\$748	\$2,500	\$2,500	\$2,500	0%
OTHER CURRENT CHARGES OB	\$21,512	\$23,728	\$23,800	\$16,500	\$16,500	0%
OFFICE SUPPLIES	\$1,607	\$29,833	\$1,700	\$2,500	\$2,500	0%
OPERATING SUPPLIES	\$8,993	\$8,195	\$6,000	\$10,000	\$10,000	0%
WELLNESS	\$0	\$0	\$0	\$0	\$50,000	N/A
UNIFORMS	\$0	\$0	\$0	\$1,050	\$1,050	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$295	\$3,328	\$1,500	\$1,500	\$1,500	0%
TRAINING	\$2,575	\$1,072	\$7,500	\$7,500	\$7,500	0%
Total Operating Expenditures:	\$136,461	\$189,651	\$130,320	\$141,050	\$237,550	68.4%
Capital Outlays						
CAPITAL OUTLAY	\$0	\$1,260	\$0	\$0	\$0	0%
CAPITAL OUTLAY- TECH	\$0	\$0	\$0	\$32,000	\$5,000	-84.4%
Total Capital Outlays:	\$0	\$1,260	\$0	\$32,000	\$5,000	-84.4%
Total Finance Department:	\$570,474	\$717,963	\$639,590	\$789,645	\$947,800	20%
Other General Government						
Personnel Services						
WORKERS COMPENSATION	\$0	\$0	\$25,000	\$0	\$0	0%
UNEMPLOYMENT	\$205	\$17,349	\$35,000	\$35,000	\$25,000	-28.6%
Total Personnel Services:	\$205	\$17,349	\$60,000	\$35,000	\$25,000	-28.6%
Operating Expenditures						
PROFESSIONAL SERVICES	\$34,740	\$180,937	\$50,000	\$50,000	\$100,000	100%
OTHER CONTRACTUAL SERVICES	\$0	\$0	\$0	\$9,000	\$0	-100%
COMMUNICATIONS	\$2,562	\$3,745	\$2,500	\$2,500	\$3,000	20%
FREIGHT & POSTAGE SERVICES	\$4,170	-\$4,169	\$1,400	\$2,500	\$2,500	0%
UTILITY SERVICES	\$49,950	\$62,132	\$53,500	\$56,500	\$70,500	24.8%
RENTALS & LEASES	\$0	\$0	\$1,500	\$0	\$0	0%
INSURANCE	\$621,919	\$718,992	\$690,000	\$740,000	\$1,000,000	35.1%
REPAIR & MAINTENANCE	\$7,861	\$13,366	\$25,000	\$25,000	\$25,000	0%
PRINTING & BINDING	\$0	\$0	\$1,000	\$0	\$0	0%
PROMOTIONAL ACTIVITIES	\$0	\$0	\$500	\$0	\$0	0%
OTHER CURRENT CHARGES OB	\$26,699	\$7,384	\$70,000	\$100,000	\$100,000	0%
CONTINGENCY	\$0	\$0	\$616,000	\$400,000	\$845,000	111.3%
HURRICANE EXPENSES	\$0	\$39,169	\$0	\$0	\$0	0%
OPERATING SUPPLIES	\$5,169	\$12,994	\$10,000	\$10,000	\$10,500	5%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$179,000	\$177,025	\$177,500	\$2,000	\$0	-100%
TRAINING	\$0	\$0	\$0	\$12,715	\$15,715	23.6%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
TRAINING - EDUCATION REIMBURSEMENT	\$21,185	\$50,357	\$75,000	\$75,000	\$75,000	0%
Total Operating Expenditures:	\$953,255	\$1,261,932	\$1,773,900	\$1,485,215	\$2,247,215	51.3%
Capital Outlays						
LAND	\$2,553	\$1,941,313	\$0	\$0	\$0	0%
BUILDINGS	\$0	\$0	\$0	\$400,000	\$0	-100%
IMP OTHER THAN BUILDINGS	\$0	\$0	\$0	\$2,850,000	\$0	-100%
CAPITAL OUTLAY	\$80,239	\$53	\$315,220	\$0	\$0	0%
CAPITAL OUTLAY- TECH	\$0	\$0	\$0	\$0	\$1,250,000	N/A
Total Capital Outlays:	\$82,793	\$1,941,366	\$315,220	\$3,250,000	\$1,250,000	-61.5%
Grants and Aids						
AIDS TO GOVERNMENT AGENCIES	\$55,890	\$55,890	\$55,890	\$75,000	\$75,000	0%
AIDS TO PRIVATE ORGANIZATIONS	\$107,300	\$107,112	\$165,000	\$308,890	\$382,165	23.7%
Total Grants and Aids:	\$163,190	\$163,002	\$220,890	\$383,890	\$457,165	19.1%
Other Uses						
INTER-FUND GROUP TRANSFER	\$2,986,190	\$3,371,300	\$3,371,300	\$3,647,750	\$0	-100%
TRANSFER TO DEBT SERVICE	\$588,632	\$571,328	\$625,755	\$960,000	\$960,000	0%
TRANSFER OUT (RZEDB INT REBATE)	-\$64,266	-\$54,779	-\$93,770	-\$88,875	-\$75,875	-14.6%
INTER-FUND GROUP TRANSFERS (CRA)	\$0	\$0	\$0	\$0	\$5,196,010	N/A
Total Other Uses:	\$3,510,556	\$3,887,849	\$3,903,285	\$4,518,875	\$6,080,135	34.5%
Total Other General Government:	\$4,709,998	\$7,271,497	\$6,273,295	\$9,672,980	\$10,059,515	4%
City Clerk						
Personnel Services						
REGULAR SALARY	\$197,487	\$213,159	\$224,170	\$253,000	\$290,000	14.6%
OVERTIME	\$222	\$357	\$1,500	\$1,500	\$3,500	133.3%
FICA TAXES	\$14,861	\$16,288	\$17,150	\$19,500	\$22,500	15.4%
RETIREMENT	\$16,076	\$19,064	\$19,240	\$21,750	\$37,150	70.8%
LIFE & HEALTH INSURANCE	\$25,497	\$32,555	\$37,280	\$40,950	\$40,000	-2.3%
WORKERS COMPENSATION	\$416	\$590	\$405	\$450	\$500	11.1%
Total Personnel Services:	\$254,559	\$282,014	\$299,745	\$337,150	\$393,650	16.8%
Operating Expenditures						
PROFESSIONAL SERVICES	\$3,717	\$26,301	\$1,500	\$1,500	\$1,500	0%
OTHER CONTRACTUAL SERVICES	\$1,965	\$3,703	\$1,500	\$17,500	\$53,400	205.1%
TRAVEL & PER DIEM	\$1,848	\$3,467	\$9,000	\$5,000	\$5,000	0%
COMMUNICATIONS	\$1,603	\$1,820	\$2,500	\$2,400	\$2,400	0%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
FREIGHT & POSTAGE SERVICES	\$2,388	\$2,658	\$9,200	\$5,000	\$2,500	-50%
RENTALS & LEASES	\$1,721	\$9,407	\$2,400	\$14,000	\$5,000	-64.3%
REPAIR & MAINTENANCE	\$6,954	\$1,190	\$14,700	\$2,500	\$2,500	0%
PRINTING & BINDING	\$20,464	\$13,581	\$21,000	\$21,000	\$5,000	-76.2%
PROMOTIONAL ACTIVITIES	\$0	\$0	\$0	\$1,000	\$1,000	0%
CEMETERY	\$15,946	\$9,011	\$0	\$15,000	\$15,000	0%
OTHER CURRENT CHARGES OB	\$12,122	\$17,890	\$18,370	\$2,500	\$2,500	0%
OFFICE SUPPLIES	\$900	\$2,323	\$4,500	\$4,500	\$4,500	0%
OPERATING SUPPLIES	\$2,302	\$10,716	\$6,000	\$5,000	\$5,000	0%
GAS & OIL	\$0	\$0	\$0	\$2,500	\$0	-100%
UNIFORMS	\$0	\$923	\$0	\$700	\$700	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$1,480	\$2,847	\$2,525	\$2,525	\$3,000	18.8%
TRAINING	\$2,759	\$1,434	\$5,600	\$5,500	\$5,500	0%
Total Operating Expenditures:	\$76,169	\$107,269	\$98,795	\$108,125	\$114,500	5.9%
Capital Outlays						
CAPITAL OUTLAY	\$0	\$3,918	\$6,200	\$0	\$0	0%
CAPITAL OUTLAY- TECH	\$0	\$0	\$0	\$22,000	\$5,000	-77.3%
Total Capital Outlays:	\$0	\$3,918	\$6,200	\$22,000	\$5,000	-77.3%
Total City Clerk:	\$330,729	\$393,200	\$404,740	\$467,275	\$513,150	9.8%
Development Services - Planning						
Capital Outlays						
LAND	\$0	\$10,665	\$0	\$0	\$0	0%
Total Capital Outlays:	\$0	\$10,665	\$0	\$0	\$0	0%
Total Development Services - Planning:	\$0	\$10,665	\$0	\$0	\$0	0%
Human Resources						
Personnel Services						
REGULAR SALARY	\$182,887	\$208,138	\$268,000	\$284,000	\$303,000	6.7%
OVERTIME	\$297	\$2,975	\$0	\$0	\$8,000	N/A
FICA TAXES	\$14,209	\$15,214	\$20,505	\$21,750	\$23,750	9.2%
RETIREMENT	\$42,491	\$23,421	\$34,640	\$34,000	\$46,150	35.7%
LIFE & HEALTH INSURANCE	\$25,900	\$30,530	\$37,280	\$46,500	\$45,000	-3.2%
WORKERS COMPENSATION	\$416	\$712	\$485	\$485	\$500	3.1%
Total Personnel Services:	\$266,199	\$280,990	\$360,910	\$386,735	\$426,400	10.3%
Operating Expenditures						
PROFESSIONAL SERVICES	\$750	\$5,232	\$10,000	\$2,500	\$2,500	0%
OTHER CONTRACTUAL SERVICES	\$0	\$49	\$8,000	\$5,000	\$5,000	0%
INVESTIGATIONS	\$0	\$0	\$500	\$1,000	\$5,000	400%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
TRAVEL & PER DIEM	\$50	\$3,124	\$4,000	\$4,000	\$4,000	0%
COMMUNICATIONS	\$1,067	\$815	\$1,675	\$2,000	\$2,000	0%
FREIGHT & POSTAGE SERVICES	\$85	\$389	\$400	\$400	\$1,000	150%
RENTALS & LEASES	\$0	\$0	\$4,000	\$1,500	\$2,000	33.3%
REPAIR & MAINTENANCE	\$3,234	\$3,300	\$4,000	\$1,000	\$2,000	100%
PRINTING & BINDING	\$0	\$89	\$5,000	\$2,500	\$2,500	0%
PROMOTIONAL ACTIVITIES	\$4,811	\$2,685	\$14,000	\$11,500	\$11,500	0%
OTHER CURRENT CHARGES OB	\$4,173	\$12,549	\$13,000	\$1,500	\$1,500	0%
OFFICE SUPPLIES	\$1,367	\$3,551	\$2,500	\$3,500	\$5,000	42.9%
OPERATING SUPPLIES	\$2,546	\$6,303	\$17,450	\$8,150	\$7,220	-11.4%
UNIFORMS	\$0	\$0	\$0	\$600	\$600	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$4,642	\$10,824	\$6,000	\$3,500	\$3,500	0%
TRAINING	\$3,443	\$5,186	\$20,000	\$7,500	\$6,000	-20%
Total Operating Expenditures:	\$26,167	\$54,096	\$110,525	\$56,150	\$61,320	9.2%
Capital Outlays						
MACHINERY & EQUIPMENT	\$0	\$2,270	\$0	\$0	\$0	0%
CAPITAL OUTLAY - TECH	\$0	\$0	\$0	\$1,000	\$5,000	400%
Total Capital Outlays:	\$0	\$2,270	\$0	\$1,000	\$5,000	400%
Total Human Resources:	\$292,366	\$337,356	\$471,435	\$443,885	\$492,720	11%
Facilities Maintenance						
Personnel Services						
REGULAR SALARY	\$346,077	\$424,349	\$426,945	\$482,945	\$486,500	0.7%
OVERTIME	\$8,273	\$13,899	\$10,000	\$10,000	\$12,000	20%
FICA TAXES	\$26,464	\$32,163	\$33,430	\$38,000	\$38,000	0%
RETIREMENT	\$56,131	\$54,442	\$54,105	\$55,550	\$64,000	15.2%
LIFE & HEALTH INSURANCE	\$77,356	\$91,152	\$93,195	\$102,195	\$103,000	0.8%
WORKERS COMPENSATION	\$12,746	\$16,328	\$11,145	\$19,145	\$18,750	-2.1%
Total Personnel Services:	\$527,045	\$632,331	\$628,820	\$707,835	\$722,250	2%
Operating Expenditures						
PROFESSIONAL SERVICES	\$78,253	\$40,268	\$58,000	\$0	\$0	0%
OTHER CONTRACTUAL SERVICES	\$5,000	\$0	\$5,000	\$5,000	\$50,000	900%
TRAVEL & PER DIEM	\$0	\$0	\$1,000	\$1,000	\$1,000	0%
COMMUNICATIONS	\$3,321	\$2,920	\$4,500	\$4,200	\$4,200	0%
RENTALS & LEASES	\$1,976	\$0	\$3,000	\$3,000	\$3,000	0%
REPAIR & MAINTENANCE	\$24,996	\$61,417	\$55,000	\$85,000	\$125,000	47.1%
PRINTING & BINDING	\$0	\$0	\$100	\$100	\$100	0%
OTHER CURRENT CHARGES OB	\$4,682	\$3,253	\$4,000	\$1,500	\$1,500	0%
OFFICE SUPPLIES	\$236	\$280	\$400	\$400	\$400	0%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
OPERATING SUPPLIES	\$51,829	\$66,447	\$75,000	\$65,000	\$100,000	53.8%
GAS & OIL	\$0	\$25	\$0	\$6,000	\$6,000	0%
UNIFORMS	\$0	\$0	\$0	\$1,200	\$4,800	300%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$0	\$0	\$1,000	\$1,000	\$1,000	0%
TRAINING	\$636	\$0	\$1,000	\$1,000	\$1,000	0%
Total Operating Expenditures:	\$170,929	\$174,611	\$208,000	\$174,400	\$298,000	70.9%
Capital Outlays						
CAPITAL OUTLAY	\$58,802	\$24,999	\$0	\$0	\$0	0%
CAPITAL OUTLAY- TECH	\$0	\$0	\$80,000	\$2,600	\$0	-100%
Total Capital Outlays:	\$58,802	\$24,999	\$80,000	\$2,600	\$0	-100%
Total Facilities Maintenance:	\$756,776	\$831,941	\$916,820	\$884,835	\$1,020,250	15.3%
Public Works - Fleet Maintenance						
Personnel Services						
REGULAR SALARY	\$213,819	\$210,669	\$215,015	\$291,750	\$291,750	0%
OVERTIME	\$2,260	\$6,859	\$3,500	\$3,500	\$2,000	-42.9%
FICA TAXES	\$16,643	\$16,672	\$16,720	\$23,150	\$22,150	-4.3%
RETIREMENT	\$45,449	\$36,763	\$29,750	\$36,450	\$42,450	16.5%
LIFE & HEALTH INSURANCE	\$38,269	\$37,213	\$40,075	\$55,575	\$56,500	1.7%
WORKERS COMPENSATION	\$5,161	\$6,539	\$4,465	\$7,865	\$5,500	-30.1%
Total Personnel Services:	\$321,600	\$314,714	\$309,525	\$418,290	\$420,350	0.5%
Operating Expenditures						
PROFESSIONAL SERVICES	\$0	\$0	\$1,000	\$1,000	\$1,000	0%
TRAVEL & PER DIEM	\$32	\$0	\$2,000	\$2,000	\$2,000	0%
COMMUNICATIONS	\$1,345	\$1,368	\$3,500	\$3,500	\$3,500	0%
FREIGHT & POSTAGE SERVICES	\$0	\$0	\$75	\$75	\$75	0%
UTILITY SERVICES	\$6,317	\$5,588	\$5,300	\$7,000	\$7,000	0%
RENTALS & LEASES	\$1,312	\$1,851	\$1,600	\$1,600	\$1,600	0%
REPAIR & MAINTENANCE	\$5,575	\$2,936	\$7,200	\$7,200	\$7,200	0%
PRINTING & BINDING	\$0	\$0	\$150	\$150	\$150	0%
OTHER CURRENT CHARGES OB	\$2,175	\$1,142	\$2,000	\$500	\$500	0%
OFFICE SUPPLIES	\$0	\$349	\$600	\$500	\$500	0%
OPERATING SUPPLIES	\$27,774	\$15,926	\$26,200	\$26,200	\$26,200	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$3,475	\$1,500	\$5,600	\$5,000	\$5,000	0%
TRAINING	\$79	\$0	\$3,500	\$3,500	\$3,500	0%
Total Operating Expenditures:	\$48,083	\$30,661	\$58,725	\$58,225	\$58,225	0%
Capital Outlays						
CAPITAL OUTLAY	\$0	\$1,020	\$5,000	\$90,500	\$80,000	-11.6%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Total Capital Outlays:	\$0	\$1,020	\$5,000	\$90,500	\$80,000	-11.6%
Total Public Works - Fleet Maintenance:	\$369,684	\$346,395	\$373,250	\$567,015	\$558,575	-1.5%
Information Technology						
Personnel Services						
REGULAR SALARY	\$230,762	\$286,326	\$349,975	\$452,500	\$430,000	-5%
OVERTIME	\$1,681	\$9,706	\$5,000	\$5,000	\$18,500	270%
FICA TAXES	\$18,061	\$22,560	\$27,155	\$35,000	\$35,000	0%
RETIREMENT	\$18,996	\$28,243	\$35,500	\$45,000	\$66,500	47.8%
LIFE & HEALTH INSURANCE	\$25,900	\$35,757	\$46,600	\$61,250	\$60,000	-2%
WORKERS' COMPENSATION	\$658	\$932	\$635	\$8,400	\$700	-91.7%
Total Personnel Services:	\$296,058	\$383,525	\$464,865	\$607,150	\$610,700	0.6%
Operating Expenditures						
PROFESSIONAL SERVICES	\$0	\$3,917	\$20,000	\$77,000	\$127,000	64.9%
TRAVEL & PER DIEM	\$0	\$723	\$4,000	\$3,500	\$3,500	0%
COMMUNICATIONS	\$2,440	\$2,380	\$4,000	\$4,800	\$4,800	0%
FREIGHT & POSTAGE SERVICES	\$0	\$0	\$200	\$200	\$200	0%
RENTALS AND LEASES	\$0	\$0	\$0	\$54,000	\$253,206	368.9%
REPAIR & MAINTENANCE	\$293,916	\$230,726	\$228,000	\$18,900	\$93,600	395.2%
PRINTING & BINDING	\$0	\$0	\$200	\$200	\$200	0%
PROMOTIONAL ACTIVITIES	\$0	\$0	\$0	\$500	\$500	0%
OTHER CURRENT CHARGES OB	\$4,650	\$5,126	\$0	\$0	\$0	0%
OFFICE SUPPLIES	\$413	\$0	\$500	\$500	\$500	0%
OPERATING SUPPLIES	\$17,986	\$13,221	\$23,000	\$24,025	\$25,280	5.2%
GAS & OIL	\$0	\$0	\$0	\$1,500	\$1,500	0%
UNIFORMS	\$0	\$0	\$0	\$750	\$750	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$200	\$480	\$700	\$650	\$650	0%
TRAINING	\$4,380	\$3,574	\$23,000	\$17,960	\$7,540	-58%
Total Operating Expenditures:	\$323,984	\$260,146	\$303,600	\$204,485	\$519,226	153.9%
Capital Outlays						
MACHINERY AND EQUIPMENT	\$0	\$948,786	\$0	\$0	\$100,000	N/A
CAPITAL OUTLAY - TECH	\$30,235	\$32,559	\$66,700	\$175,800	\$247,000	40.5%
Total Capital Outlays:	\$30,235	\$981,344	\$66,700	\$175,800	\$347,000	97.4%
Other Uses						
TRANSFER TO DEBT SERVICE	\$0	\$0	\$0	\$0	\$334,000	N/A
Total Other Uses:	\$0	\$0	\$0	\$0	\$334,000	N/A
Total Information Technology:	\$650,277	\$1,625,016	\$835,165	\$987,435	\$1,810,926	83.4%
Total General Government:	\$8,533,174	\$12,571,760	\$10,884,200	\$15,049,520	\$17,024,586	13.1%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Public Safety						
Police Department						
Personnel Services						
REGULAR SALARY	\$3,632,870	\$3,916,681	\$3,975,105	\$4,840,500	\$5,000,000	3.3%
OVERTIME	\$174,698	\$360,146	\$200,000	\$410,000	\$350,000	-14.6%
INCENTIVE PAY	\$37,330	\$38,110	\$55,165	\$76,865	\$71,000	-7.6%
FICA TAXES	\$290,504	\$326,290	\$323,620	\$395,000	\$410,000	3.8%
RETIREMENT	\$689,023	\$700,465	\$695,930	\$870,000	\$790,000	-9.2%
LIFE & HEALTH INSURANCE	\$572,266	\$620,372	\$705,465	\$896,450	\$950,000	6%
WORKERS COMPENSATION	\$99,749	\$126,354	\$86,215	\$165,000	\$168,500	2.1%
Total Personnel Services:	\$5,496,440	\$6,088,420	\$6,041,500	\$7,653,815	\$7,739,500	1.1%
Operating Expenditures						
PROFESSIONAL SERVICES	\$52,581	\$35,269	\$36,000	\$25,000	\$35,000	40%
OTHER CONTRACTUAL SERVICES	\$1,016,062	\$1,061,015	\$1,093,750	\$495,000	\$554,645	12%
OTHER CONTRACTUAL SERVICES - CODE ENF	\$20,448	\$5,893	\$0	\$15,000	\$15,000	0%
RED LIGHT CAMERA	\$0	\$372	\$0	\$650,000	\$625,000	-3.8%
INVESTIGATIONS	\$6,619	\$3,284	\$6,000	\$7,500	\$7,500	0%
TRAVEL & PER DIEM	\$8,777	\$16,523	\$20,000	\$20,000	\$20,000	0%
COMMUNICATIONS	\$66,885	\$78,082	\$80,560	\$80,560	\$160,585	99.3%
FREIGHT & POSTAGE SERVICES	\$14,956	\$17,133	\$15,000	\$17,500	\$17,500	0%
UTILITY SERVICES	\$50,927	\$61,502	\$65,000	\$65,000	\$70,000	7.7%
RENTALS & LEASES	\$204,212	\$326,176	\$50,000	\$666,000	\$578,245	-13.2%
REPAIR & MAINTENANCE	\$145,489	\$138,382	\$150,000	\$125,000	\$150,000	20%
PRINTING & BINDING	\$1,638	\$1,639	\$3,500	\$3,500	\$3,500	0%
PROMOTIONAL ACTIVITIES	\$371	\$1,508	\$4,000	\$2,500	\$5,000	100%
OTHER CURRENT CHARGES OB	\$60,372	\$54,861	\$6,000	\$25,000	\$15,000	-40%
OFFICE SUPPLIES	\$9,289	\$11,755	\$15,000	\$15,000	\$20,000	33.3%
OPERATING SUPPLIES	\$435,333	\$551,223	\$379,000	\$200,000	\$200,000	0%
AMMUNITION	\$0	\$0	\$0	\$10,000	\$10,000	0%
GAS & OIL	\$0	\$455	\$0	\$265,000	\$300,000	13.2%
UNIFORMS	\$0	\$829	\$0	\$15,000	\$15,000	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$4,196	\$5,295	\$4,000	\$5,000	\$6,500	30%
TRAINING	\$27,396	\$10,765	\$20,000	\$25,000	\$5,000	-80%
TRANSCRIPTION SERVICES	\$0	\$0	\$0	\$20,000	\$10,000	-50%
Total Operating Expenditures:	\$2,125,551	\$2,381,962	\$1,947,810	\$2,752,560	\$2,823,475	2.6%
Capital Outlays						
IMP OTHER THAN BUILDINGS	\$0	\$0	\$0	\$0	\$60,000	N/A
CAPITAL OUTLAY	\$95,814	\$633,305	\$228,600	\$340,000	\$496,000	45.9%
CAPITAL OUTLAY- TECH	\$71,492	\$0	\$0	\$262,700	\$303,600	15.6%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Total Capital Outlays:	\$167,306	\$633,305	\$228,600	\$602,700	\$859,600	42.6%
Other Uses						
TRANSFER TO DEBT SERVICE	\$299,643	\$0	\$427,220	\$198,450	\$198,450	0%
Total Other Uses:	\$299,643	\$0	\$427,220	\$198,450	\$198,450	0%
Total Police Department:	\$8,088,939	\$9,103,687	\$8,645,130	\$11,207,525	\$11,621,025	3.7%
Fire Department						
Personnel Services						
REGULAR SALARY	\$1,756,374	\$1,767,966	\$1,928,360	\$2,045,500	\$2,600,000	27.1%
OVERTIME	\$154,041	\$221,726	\$292,635	\$300,000	\$300,000	0%
INCENTIVE PAY	\$12,470	\$11,760	\$50,470	\$65,000	\$71,000	9.2%
FICA TAXES	\$148,848	\$153,915	\$168,415	\$185,000	\$230,000	24.3%
RETIREMENT	\$298,791	\$200,021	\$293,020	\$298,020	\$375,000	25.8%
LIFE & HEALTH INSURANCE	\$299,665	\$295,144	\$354,130	\$393,250	\$430,000	9.3%
WORKERS COMPENSATION	\$62,862	\$76,462	\$52,175	\$116,875	\$140,500	20.2%
Total Personnel Services:	\$2,733,052	\$2,726,993	\$3,139,205	\$3,403,645	\$4,146,500	21.8%
Operating Expenditures						
PROFESSIONAL SERVICES	\$6,862	\$402	\$7,000	\$15,725	\$15,725	0%
FIREHOUSE DOG MEDICAL	\$0	\$0	\$1,000	\$1,000	\$0	-100%
PROFESSIONAL SVCS - FIRE SVC ASSESS	\$0	\$0	\$0	\$25,000	\$25,000	0%
OTHER CONTRACTUAL SERVICES	\$68,686	\$67,699	\$86,600	\$69,825	\$82,825	18.6%
FIRE SVS CONTRACTUAL CHRGs	\$0	\$37,672	\$0	\$75,000	\$70,000	-6.7%
TRAVEL & PER DIEM	\$3,349	\$1,589	\$2,700	\$5,000	\$5,000	0%
COMMUNICATIONS	\$24,473	\$25,148	\$29,220	\$32,250	\$30,000	-7%
FREIGHT & POSTAGE SERVICES	\$67	\$6	\$500	\$550	\$550	0%
UTILITY SERVICES	\$21,304	\$25,937	\$19,000	\$23,250	\$27,600	18.7%
RENTALS & LEASES	\$4,919	\$13,615	\$10,000	\$33,000	\$15,600	-52.7%
REPAIR & MAINTENANCE	\$77,703	\$65,037	\$125,000	\$112,500	\$112,500	0%
PRINTING & BINDING	\$178	\$342	\$500	\$500	\$500	0%
OTHER CURRENT CHARGES OB	\$61,224	\$71,182	\$36,000	\$5,000	\$5,000	0%
FIRE SVC ASSESSMENT STATUTORY CHARGES	\$99,280	\$86,086	\$75,000	\$0	\$0	0%
OFFICE SUPPLIES	\$1,621	\$2,153	\$2,200	\$2,500	\$2,500	0%
OPERATING SUPPLIES	\$125,922	\$123,841	\$153,175	\$78,000	\$86,100	10.4%
GAS & OIL	\$0	\$62	\$0	\$85,000	\$85,000	0%
UNIFORMS	\$0	\$61	\$0	\$55,000	\$0	-100%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$4,537	\$629	\$2,000	\$5,000	\$5,000	0%
TRAINING	\$7,649	\$9,996	\$27,115	\$23,500	\$28,075	19.5%
Total Operating Expenditures:	\$507,773	\$531,458	\$577,010	\$647,600	\$596,975	-7.8%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Capital Outlays						
BUILDINGS	\$0	\$891	\$0	\$0	\$0	0%
CAPITAL OUTLAY	\$25,965	\$301,741	\$294,300	\$2,501,000	\$2,514,065	0.5%
CAPITAL OUTLAY- TECH	\$0	\$0	\$0	\$69,100	\$19,100	-72.4%
Total Capital Outlays:	\$25,965	\$302,632	\$294,300	\$2,570,100	\$2,533,165	-1.4%
Other Uses						
TRANSFER TO DEBT SERVICE	\$255,124	-\$15,776	\$288,315	\$121,860	\$121,860	0%
TRANSFER OUT (RZEDB INT REBATE)	-\$18,509	\$0	-\$27,005	-\$25,586	-\$15,586	-39.1%
Total Other Uses:	\$236,615	-\$15,776	\$261,310	\$96,274	\$106,274	10.4%
Total Fire Department:	\$3,503,405	\$3,545,306	\$4,271,825	\$6,717,619	\$7,382,914	9.9%
Development Services - Building & Inspections						
Personnel Services						
REGULAR SALARY	\$621,808	\$733,984	\$901,195	\$1,047,500	\$1,000,000	-4.5%
OVERTIME	\$15,581	\$9,240	\$0	\$0	\$14,000	N/A
FICA TAXES	\$48,674	\$56,977	\$68,945	\$77,945	\$77,500	-0.6%
RETIREMENT	\$91,089	\$94,334	\$95,720	\$107,025	\$150,000	40.2%
LIFE & HEALTH INSURANCE	\$98,307	\$107,756	\$123,015	\$152,000	\$150,550	-1%
WORKERS COMPENSATION	\$9,178	\$16,134	\$11,010	\$14,850	\$12,500	-15.8%
Total Personnel Services:	\$884,637	\$1,018,426	\$1,199,885	\$1,399,320	\$1,404,550	0.4%
Operating Expenditures						
PROFESSIONAL SERVICES	\$417,225	\$434,816	\$250,000	\$270,000	\$420,000	55.6%
OTHER CONTRACTUAL SERVICES	\$0	\$2,791	\$1,000	\$31,200	\$37,200	19.2%
INVESTIGATIONS	\$0	\$0	\$1,650	\$1,000	\$0	-100%
TRAVEL & PER DIEM	\$2,790	\$2,189	\$2,025	\$7,500	\$7,500	0%
COMMUNICATIONS	\$5,226	\$4,422	\$7,500	\$9,900	\$7,500	-24.2%
FREIGHT & POSTAGE SERVICES	\$251	\$261	\$1,000	\$1,000	\$1,000	0%
UTILITY SERVICES	\$3,413	\$3,900	\$8,000	\$4,500	\$4,500	0%
RENTALS & LEASES	\$8,436	\$4,902	\$13,000	\$9,500	\$9,500	0%
REPAIR & MAINTENANCE	\$2,173	\$4,939	\$2,500	\$5,000	\$4,000	-20%
PRINTING & BINDING	\$668	\$445	\$400	\$500	\$1,000	100%
PROMOTIONAL ACTIVITIES	\$0	\$0	\$100	\$100	\$100	0%
OTHER CURRENT CHARGES OB	\$27,336	\$35,071	\$8,500	\$2,500	\$2,500	0%
OFFICE SUPPLIES	\$965	\$757	\$1,500	\$1,500	\$1,500	0%
OPERATING SUPPLIES	\$37,234	\$31,970	\$30,000	\$25,000	\$25,000	0%
GAS & OIL	\$0	\$0	\$0	\$7,500	\$7,500	0%
UNIFORMS	\$0	\$0	\$0	\$2,250	\$2,500	11.1%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$4,501	\$1,329	\$5,000	\$5,000	\$5,000	0%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
TRAINING	\$6,891	\$3,698	\$5,000	\$5,000	\$5,000	0%
Total Operating Expenditures:	\$517,110	\$531,489	\$337,175	\$388,950	\$541,300	39.2%
Capital Outlays						
BUILDINGS	\$117,640	\$133,166	\$500,000	\$0	\$0	0%
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$200,000	N/A
CAPITAL OUTLAY- TECH	\$13,428	\$0	\$0	\$1,500	\$5,000	233.3%
Total Capital Outlays:	\$131,068	\$133,166	\$500,000	\$1,500	\$205,000	13,566.7%
Other Uses						
TRANSFERS OUT	\$0	\$0	\$0	\$0	\$2,500,000	N/A
Total Other Uses:	\$0	\$0	\$0	\$0	\$2,500,000	N/A
Total Development Services - Building & Inspections:	\$1,532,815	\$1,683,080	\$2,037,060	\$1,789,770	\$4,650,850	159.9%
Total Public Safety:	\$13,125,159	\$14,332,073	\$14,954,015	\$19,714,914	\$23,654,789	20%
Physical Environment						
Public Works - Sanitation						
Personnel Services						
REGULAR SALARY	\$85,245	\$76,393	\$89,650	\$113,500	\$113,500	0%
OVERTIME	\$99	\$157	\$0	\$0	\$2,000	N/A
FICA TAXES	\$6,583	\$5,824	\$6,860	\$8,325	\$8,750	5.1%
RETIREMENT	\$17,113	\$13,222	\$11,860	\$14,500	\$17,000	17.2%
LIFE & HEALTH INSURANCE	\$15,194	\$14,022	\$13,980	\$20,000	\$22,000	10%
WORKERS COMPENSATION	\$1,836	\$2,235	\$1,525	\$2,825	\$1,350	-52.2%
Total Personnel Services:	\$126,070	\$111,853	\$123,875	\$159,150	\$164,600	3.4%
Operating Expenditures						
PROFESSIONAL SERVICES	\$0	\$0	\$500	\$500	\$500	0%
OTHER CONTRACTUAL SERVICES	\$3,330,569	\$3,864,098	\$3,027,200	\$3,250,000	\$4,500,000	38.5%
TRAVEL & PER DIEM	\$54	\$372	\$500	\$500	\$2,500	400%
COMMUNICATIONS	\$269	\$324	\$50	\$650	\$650	0%
FREIGHT & POSTAGE SERVICES	\$0	\$0	\$25	\$100	\$100	0%
REPAIR & MAINTENANCE	\$525	\$1,013	\$1,000	\$1,000	\$5,000	400%
PRINTING & BINDING	\$1,945	\$887	\$700	\$1,500	\$1,500	0%
OTHER CURRENT CHARGES OB	\$64	\$24,971	\$10,000	\$1,000	\$1,000	0%
OFFICE SUPPLIES	\$0	\$7	\$100	\$100	\$100	0%
OPERATING SUPPLIES	\$2,035	\$7,708	\$5,000	\$5,000	\$4,688	-6.2%
GAS & OIL	\$0	\$0	\$0	\$10,000	\$9,375	-6.2%
UNIFORMS	\$0	\$0	\$0	\$1,000	\$938	-6.2%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$0	\$0	\$2,000	\$2,000	\$2,000	0%
TRAINING	\$0	\$145	\$2,000	\$2,000	\$2,000	0%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Total Operating Expenditures:	\$3,335,459	\$3,899,524	\$3,049,075	\$3,275,350	\$4,530,350	38.3%
Capital Outlays						
CAPITAL OUTLAY	\$0	\$0	\$0	\$38,000	\$55,000	44.7%
Total Capital Outlays:	\$0	\$0	\$0	\$38,000	\$55,000	44.7%
Total Public Works - Sanitation:	\$3,461,529	\$4,011,377	\$3,172,950	\$3,472,500	\$4,749,950	36.8%
Total Physical Environment:	\$3,461,529	\$4,011,377	\$3,172,950	\$3,472,500	\$4,749,950	36.8%
Transportation						
Public Works - Transportation						
Personnel Services						
REGULAR SALARY	\$226,825	\$240,049	\$269,585	\$322,500	\$354,500	9.9%
OVERTIME	\$7,722	\$32,965	\$4,000	\$4,000	\$12,000	200%
FICA TAXES	\$17,917	\$20,832	\$20,930	\$25,950	\$28,500	9.8%
RETIREMENT	\$31,013	\$29,751	\$33,340	\$37,500	\$55,000	46.7%
LIFE & HEALTH INSURANCE	\$45,240	\$51,263	\$59,180	\$74,150	\$84,150	13.5%
WORKERS COMPENSATION	\$12,191	\$16,239	\$11,085	\$25,585	\$24,750	-3.3%
Total Personnel Services:	\$340,908	\$391,099	\$398,120	\$489,685	\$558,900	14.1%
Operating Expenditures						
PROFESSIONAL SERVICES	\$3,713	\$140	\$28,000	\$5,000	\$5,000	0%
OTHER CONTRACTUAL SERVICES	\$103,762	\$522,541	\$497,000	\$25,000	\$25,000	0%
TRAVEL & PER DIEM	\$65	\$1,317	\$2,500	\$2,500	\$2,500	0%
COMMUNICATIONS	\$4,797	\$4,380	\$14,000	\$7,500	\$7,500	0%
FREIGHT & POSTAGE SERVICES	\$1	\$8	\$250	\$250	\$250	0%
UTILITY SERVICES	\$273,201	\$240,350	\$320,000	\$294,000	\$294,000	0%
RENTALS & LEASES	\$2,250	\$1,996	\$2,000	\$3,500	\$3,500	0%
REPAIR & MAINTENANCE	\$81,107	\$43,748	\$75,000	\$875,000	\$975,000	11.4%
PRINTING & BINDING	\$173	\$89	\$100	\$100	\$100	0%
OTHER CURRENT CHARGES OB	\$6,091	\$4,340	\$10,480	\$2,500	\$2,500	0%
OFFICE SUPPLIES	\$2,601	\$1,507	\$3,500	\$5,000	\$5,000	0%
OPERATING SUPPLIES	\$50,909	\$99,676	\$55,000	\$55,000	\$75,000	36.4%
GAS & OIL	\$0	\$3	\$0	\$25,000	\$25,000	0%
UNIFORMS	\$0	\$0	\$0	\$25,000	\$10,000	-60%
ROAD MATERIAL & SUPPLIES	\$28,617	\$60,557	\$60,000	\$60,000	\$60,000	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$141	\$1,096	\$2,000	\$2,000	\$2,000	0%
TRAINING	\$980	\$820	\$2,000	\$2,000	\$2,000	0%
Total Operating Expenditures:	\$558,406	\$982,568	\$1,071,830	\$1,389,350	\$1,494,350	7.6%
Capital Outlays						
BUILDINGS	\$0	\$0	\$0	\$0	\$1,000,000	N/A



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
IMPROVEMENTS	\$0	\$0	\$0	\$0	\$1,115,000	N/A
CAPITAL OUTLAY	\$6,256	\$3,854	\$3,650	\$38,000	\$374,000	884.2%
CAPITAL OUTLAY - TECH	\$0	\$0	\$0	\$22,300	\$5,000	-77.6%
Total Capital Outlays:	\$6,256	\$3,854	\$3,650	\$60,300	\$2,494,000	4,036%
Total Public Works - Transportation:	\$905,571	\$1,377,521	\$1,473,600	\$1,939,335	\$4,547,250	134.5%
Total Transportation:	\$905,571	\$1,377,521	\$1,473,600	\$1,939,335	\$4,547,250	134.5%
Economic Environment						
Development Services - Planning						
Personnel Services						
REGULAR SALARY	\$178,270	\$255,978	\$264,050	\$344,500	\$344,500	0%
OVERTIME	\$0	\$0	\$0	\$0	\$7,000	N/A
FICA TAXES	\$13,875	\$19,027	\$20,200	\$24,250	\$26,500	9.3%
RETIREMENT	\$22,064	\$29,190	\$30,215	\$34,500	\$51,000	47.8%
LIFE & HEALTH INSURANCE	\$24,691	\$33,665	\$29,825	\$42,500	\$44,000	3.5%
WORKERS COMPENSATION	\$970	\$2,130	\$1,450	\$550	\$3,150	472.7%
Total Personnel Services:	\$239,871	\$339,989	\$345,740	\$446,300	\$476,150	6.7%
Operating Expenditures						
PROFESSIONAL SERVICES	\$183,496	\$203,716	\$285,000	\$180,000	\$300,000	66.7%
TRAVEL & PER DIEM	\$754	\$0	\$6,000	\$5,000	\$5,000	0%
COMMUNICATIONS	\$3,114	\$3,011	\$10,000	\$4,800	\$5,000	4.2%
FREIGHT & POSTAGE SERVICES	\$1,574	\$750	\$1,000	\$1,500	\$1,500	0%
RENTALS & LEASES	\$654	\$0	\$800	\$750	\$5,000	566.7%
REPAIR & MAINTENANCE	\$117	\$75	\$1,000	\$1,000	\$1,000	0%
PRINTING & BINDING	\$488	\$574	\$600	\$600	\$600	0%
OTHER CURRENT CHARGES OB	\$30,053	\$11,322	\$30,000	\$2,500	\$2,500	0%
OFFICE SUPPLIES	\$1,600	\$92	\$2,200	\$2,000	\$2,000	0%
OPERATING SUPPLIES	\$15,219	\$12,051	\$10,200	\$36,000	\$13,000	-63.9%
GAS & OIL	\$0	\$0	\$0	\$500	\$500	0%
UNIFORMS	\$0	\$0	\$0	\$750	\$1,500	100%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$1,819	\$2,043	\$3,000	\$5,000	\$5,000	0%
TRAINING	\$507	\$449	\$6,000	\$5,000	\$5,000	0%
Total Operating Expenditures:	\$239,395	\$234,084	\$355,800	\$245,400	\$347,600	41.6%
Capital Outlays						
CAPITAL OUTLAY	\$3,886	\$6,488	\$1,700	\$0	\$90,000	N/A
CAPITAL OUTLAY- TECH	\$0	\$0	\$0	\$13,500	\$0	-100%
Total Capital Outlays:	\$3,886	\$6,488	\$1,700	\$13,500	\$90,000	566.7%
Total Development Services - Planning:	\$483,152	\$580,560	\$703,240	\$705,200	\$913,750	29.6%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Total Economic Environment:	\$483,152	\$580,560	\$703,240	\$705,200	\$913,750	29.6%
Culture and Recreation						
Parks & Recreation - Library						
Personnel Services						
REGULAR SALARY	\$429,349	\$482,954	\$452,080	\$596,500	\$626,500	5%
OVERTIME	\$0	\$0	\$750	\$750	\$13,000	1,633.3%
FICA TAXES	\$33,253	\$37,492	\$34,650	\$45,650	\$49,000	7.3%
RETIREMENT	\$70,369	\$64,687	\$46,205	\$55,205	\$72,350	31.1%
LIFE & HEALTH INSURANCE	\$56,799	\$58,590	\$65,235	\$86,235	\$81,500	-5.5%
WORKERS COMPENSATION	\$3,221	\$1,203	\$820	\$4,875	\$3,500	-28.2%
Total Personnel Services:	\$592,990	\$644,925	\$599,740	\$789,215	\$845,850	7.2%
Operating Expenditures						
PROFESSIONAL SERVICES	\$0	\$120	\$1,000	\$1,000	\$1,000	0%
OTHER CONTRACTUAL SERVICES	\$0	\$0	\$500	\$3,000	\$3,000	0%
TRAVEL & PER DIEM	\$260	\$168	\$400	\$400	\$400	0%
COMMUNICATIONS	\$17,871	\$15,316	\$20,000	\$20,580	\$20,580	0%
FREIGHT & POSTAGE SERVICES	\$30	\$73	\$200	\$200	\$200	0%
UTILITY SERVICES	\$47,231	\$70,058	\$61,500	\$75,000	\$75,000	0%
RENTALS & LEASES	\$4,777	\$6,253	\$8,000	\$7,500	\$7,500	0%
REPAIR & MAINTENANCE	\$5,798	\$7,650	\$80,000	\$10,000	\$10,000	0%
PRINTING & BINDING	\$168	\$0	\$400	\$400	\$400	0%
PROMOTIONAL ACTIVITIES	\$1,003	\$970	\$1,250	\$1,250	\$2,250	80%
OTHER CURRENT CHARGES OB	\$17,505	\$11,122	\$15,000	\$1,500	\$1,500	0%
OFFICE SUPPLIES	\$1,520	\$2,107	\$2,500	\$2,500	\$2,500	0%
OPERATING SUPPLIES	\$25,148	\$25,871	\$32,000	\$35,000	\$35,000	0%
UNIFORMS	\$0	\$0	\$0	\$1,400	\$1,800	28.6%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$1,631	\$1,908	\$2,000	\$2,000	\$2,000	0%
TRAINING	\$844	\$120	\$1,200	\$5,200	\$2,000	-61.5%
Total Operating Expenditures:	\$123,786	\$141,735	\$225,950	\$166,930	\$165,130	-1.1%
Capital Outlays						
CAPITAL OUTLAY	\$1,066	\$6,176	\$0	\$0	\$0	0%
CAPITAL OUTLAY - TECH	\$0	\$0	\$0	\$17,800	\$5,000	-71.9%
BOOKS PUBS LIB MATERIALS	\$85,348	\$77,910	\$90,200	\$90,200	\$91,200	1.1%
Total Capital Outlays:	\$86,414	\$84,086	\$90,200	\$108,000	\$96,200	-10.9%
Other Uses						
TRANSFER TO DEBT SERVICE	\$261,778	-\$37,250	\$287,560	\$290,000	\$290,000	0%
TRANSFER OUT (RZEDB INT REBATE)	-\$43,701	\$0	-\$63,760	-\$60,500	-\$50,500	-16.5%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Total Other Uses:	\$218,077	-\$37,250	\$223,800	\$229,500	\$239,500	4.4%
Total Parks & Recreation - Library:	\$1,021,267	\$833,496	\$1,139,690	\$1,293,645	\$1,346,680	4.1%
Parks & Recreation - Parks						
Personnel Services						
REGULAR SALARY	\$667,695	\$876,460	\$1,058,005	\$980,850	\$1,565,000	59.6%
OVERTIME	\$23,252	\$53,541	\$30,000	\$30,000	\$40,000	33.3%
FICA TAXES	\$52,858	\$70,893	\$83,235	\$77,355	\$124,500	60.9%
RETIREMENT	\$94,170	\$112,297	\$127,730	\$114,550	\$235,000	105.2%
LIFE & HEALTH INSURANCE	\$169,061	\$208,967	\$274,920	\$242,350	\$405,000	67.1%
WORKERS COMPENSATION	\$22,894	\$36,440	\$24,870	\$40,550	\$57,000	40.6%
Total Personnel Services:	\$1,029,930	\$1,358,598	\$1,598,760	\$1,485,655	\$2,426,500	63.3%
Operating Expenditures						
PROFESSIONAL SERVICES	\$10,000	\$89,866	\$5,000	\$1,000	\$25,000	2,400%
OTHER CONTRACTUAL SERVICES	\$0	\$0	\$0	\$5,000	\$5,000	0%
TRAVEL & PER DIEM	\$154	\$304	\$1,500	\$1,500	\$1,500	0%
COMMUNICATIONS	\$4,323	\$3,464	\$6,000	\$6,000	\$6,000	0%
FREIGHT & POSTAGE SERVICES	\$0	\$0	\$40	\$40	\$40	0%
UTILITY SERVICES	\$114,323	\$159,945	\$102,000	\$108,000	\$144,000	33.3%
RENTALS & LEASES	\$1,181	\$1,932	\$1,500	\$2,000	\$2,000	0%
REPAIR & MAINTENANCE	\$64,409	\$53,768	\$53,000	\$75,000	\$75,000	0%
PRINTING & BINDING	\$0	\$0	\$100	\$100	\$100	0%
OTHER CURRENT CHARGES OB	\$27,175	\$10,714	\$9,800	\$7,500	\$7,500	0%
OFFICE SUPPLIES	\$445	\$213	\$800	\$800	\$800	0%
OPERATING SUPPLIES	\$155,836	\$244,325	\$192,000	\$135,000	\$140,000	3.7%
GAS & OIL	\$0	\$0	\$0	\$65,000	\$65,000	0%
UNIFORMS	\$0	\$0	\$0	\$3,500	\$16,900	382.9%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$498	\$320	\$500	\$1,000	\$1,000	0%
TRAINING	\$2,968	\$825	\$2,000	\$3,000	\$3,000	0%
Total Operating Expenditures:	\$381,312	\$565,675	\$374,240	\$414,440	\$492,840	18.9%
Capital Outlays						
IMP OTHER THAN BLDGS	\$0	\$4,350	\$0	\$0	\$0	0%
CAPITAL OUTLAY	\$12,175	\$142,526	\$236,600	\$0	\$150,000	N/A
CAPITAL OUTLAY - TECH	\$0	\$0	\$0	\$0	\$168,000	N/A
Total Capital Outlays:	\$12,175	\$146,876	\$236,600	\$0	\$318,000	N/A
Other Uses						
TRANSFER TO DEBT SERVICE	\$13,484	\$0	\$13,485	\$0	\$0	0%
Total Other Uses:	\$13,484	\$0	\$13,485	\$0	\$0	0%
Total Parks & Recreation - Parks:	\$1,436,902	\$2,071,149	\$2,223,085	\$1,900,095	\$3,237,340	70.4%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Parks & Recreation - Aquatics						
Personnel Services						
REGULAR SALARY	\$10	\$219,857	\$327,880	\$434,500	\$510,000	17.4%
OVERTIME	\$0	\$3,716	\$0	\$0	\$2,000	N/A
FICA TAXES	\$1	\$17,253	\$25,090	\$33,425	\$39,000	16.7%
RETIREMENT	\$0	\$6,054	\$4,780	\$7,775	\$14,000	80.1%
LIFE & HEALTH INSURANCE	\$0	\$11,117	\$9,320	\$20,450	\$20,450	0%
WORKERS COMPENSATION	\$0	\$11,279	\$7,700	\$17,500	\$3,500	-80%
Total Personnel Services:	\$11	\$269,275	\$374,770	\$513,650	\$588,950	14.7%
Operating Expenditures						
PROFESSIONAL SERVICES	\$0	\$750	\$2,000	\$0	\$0	0%
TRAVEL & PER DIEM	\$0	\$846	\$2,000	\$2,000	\$2,000	0%
COMMUNICATIONS	\$0	\$2,601	\$1,000	\$1,250	\$2,000	60%
FREIGHT & POSTAGE SERVICES	\$0	\$472	\$500	\$100	\$100	0%
UTILITY SERVICES	\$0	\$38,911	\$39,140	\$46,200	\$46,200	0%
RENTALS & LEASES	\$0	\$3,759	\$3,600	\$4,200	\$4,500	7.1%
REPAIR & MAINTENANCE	\$0	\$21,045	\$114,250	\$45,250	\$45,250	0%
PROMOTIONAL ACTIVITIES	\$0	\$500	\$500	\$500	\$1,000	100%
OTHER CURRENT CHARGES OB	\$0	\$7,795	\$2,700	\$5,000	\$5,000	0%
OFFICE SUPPLIES	\$0	\$1,173	\$1,200	\$1,200	\$1,200	0%
OPERATING SUPPLIES	\$0	\$58,987	\$65,800	\$65,000	\$66,000	1.5%
GAS & OIL	\$0	\$0	\$0	\$0	\$500	N/A
UNIFORMS	\$0	\$0	\$0	\$1,000	\$1,000	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$0	\$2,181	\$3,000	\$3,000	\$2,500	-16.7%
TRAINING	\$0	\$1,874	\$4,000	\$2,500	\$2,500	0%
Total Operating Expenditures:	\$0	\$140,893	\$239,690	\$177,200	\$179,750	1.4%
Capital Outlays						
IMP OTHER THAN BUILDINGS	\$0	\$45,237	\$0	\$0	\$0	0%
CAPITAL OUTLAY	\$0	\$1,253	\$0	\$78,000	\$236,000	202.6%
CAPITAL OUTLAY- TECH	\$0	\$0	\$0	\$76,000	\$50,000	-34.2%
Total Capital Outlays:	\$0	\$46,490	\$0	\$154,000	\$286,000	85.7%
Total Parks & Recreation - Aquatics:	\$11	\$456,658	\$614,460	\$844,850	\$1,054,700	24.8%
Parks & Recreation - Recreation						
Personnel Services						
REGULAR SALARY	\$533,017	\$571,703	\$617,980	\$640,500	\$725,000	13.2%
REGULAR SALARY	\$29,259	\$41,678	\$48,180	\$61,050	\$75,000	22.9%
OVERTIME	\$6,700	\$19,770	\$30,000	\$30,000	\$50,000	66.7%
OVERTIME	\$38	\$2,413	\$0	\$0	\$0	0%
FICA TAXES	\$41,902	\$45,609	\$49,570	\$49,500	\$60,000	21.2%



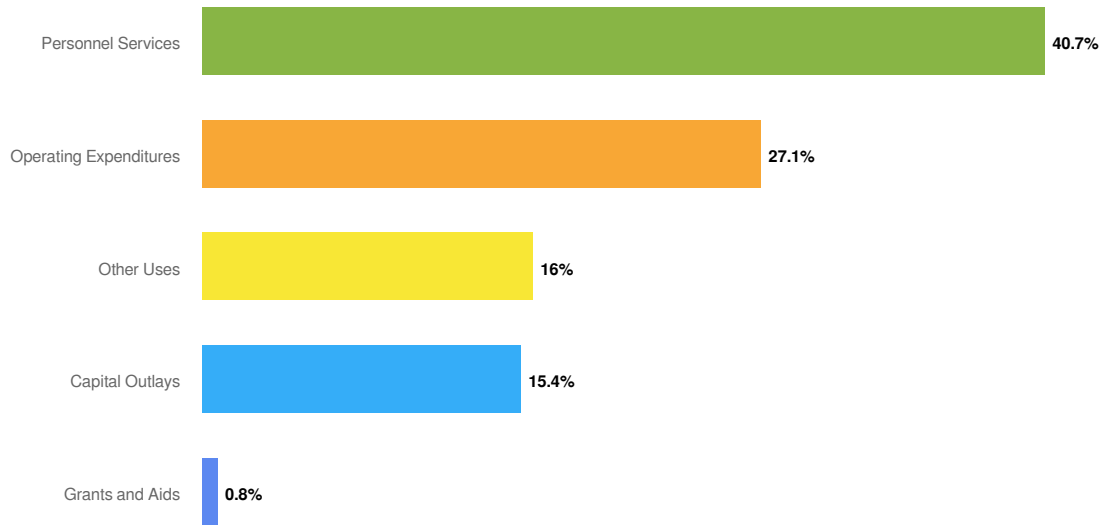
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
FICA TAXES	\$2,241	\$3,373	\$3,685	\$4,775	\$6,000	25.7%
RETIREMENT	\$69,672	\$68,870	\$62,215	\$59,000	\$96,000	62.7%
LIFE & HEALTH INSURANCE	\$90,819	\$97,569	\$107,175	\$110,175	\$116,500	5.7%
WORKERS COMPENSATION	\$13,265	\$19,611	\$13,380	\$23,150	\$24,375	5.3%
WORKERS COMPENSATION	\$1,593	\$1,661	\$1,135	\$1,125	\$0	-100%
Total Personnel Services:	\$788,507	\$872,257	\$933,320	\$979,275	\$1,152,875	17.7%
Operating Expenditures						
PROFESSIONAL SERVICES	\$0	\$0	\$300	\$500	\$500	0%
PROFESSIONAL SERVICES	\$26,998	\$44,313	\$38,000	\$35,000	\$40,250	15%
TRAVEL & PER DIEM	\$3,746	\$3,387	\$5,000	\$5,000	\$5,000	0%
COMMUNICATIONS	\$19,646	\$19,295	\$18,000	\$21,000	\$22,000	4.8%
FREIGHT & POSTAGE SERVICES	\$1,002	\$1,279	\$1,200	\$1,200	\$1,200	0%
UTILITY SERVICES	\$168,640	\$213,486	\$211,800	\$214,800	\$236,280	10%
RENTALS & LEASES	\$1,460	\$684	\$0	\$0	\$0	0%
RENTALS & LEASES	\$16,025	\$22,025	\$21,000	\$21,000	\$21,000	0%
REPAIR & MAINTENANCE	\$42,388	\$61,440	\$103,250	\$74,000	\$74,000	0%
REPAIR & MAINTENANCE	\$0	\$0	\$350	\$350	\$350	0%
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$1,500	N/A
PRINTING & BINDING	\$447	\$1,460	\$1,500	\$1,500	\$0	-100%
PROMOTIONAL ACTIVITIES	\$3,087	\$1,758	\$3,000	\$3,000	\$3,000	0%
SPECIAL EVENTS	\$84,682	\$120,566	\$136,500	\$150,000	\$200,000	33.3%
OTHER CURRENT CHARGES and OBLIGATIONS	\$962	\$1,179	\$0	\$0	\$0	0%
JUNETEENTH	\$0	\$33,595	\$0	\$0	\$0	0%
RIDGE LEAGUE	\$0	\$0	\$0	\$0	\$20,000	N/A
OTHER CURRENT CHARGES OB	\$19,413	\$23,023	\$8,800	\$7,500	\$20,000	166.7%
OTHER CURRENT CHARGES OB	\$3,725	\$1,909	\$2,000	\$0	\$0	0%
OFFICE SUPPLIES	\$5,102	\$4,981	\$5,000	\$5,500	\$6,500	18.2%
OPERATING SUPPLIES	\$44,841	\$47,781	\$0	\$35,000	\$50,000	42.9%
OPERATING SUPPLIES	\$65,479	\$54,848	\$56,000	\$55,000	\$60,000	9.1%
GAS & OIL	\$0	\$0	\$0	\$5,000	\$5,000	0%
UNIFORMS	\$0	\$0	\$0	\$2,500	\$3,000	20%
OPERATING SUPPLIES	\$32,776	\$52,409	\$31,000	\$35,000	\$50,000	42.9%
UNIFORMS	\$0	\$0	\$0	\$0	\$1,000	N/A
BOOKS, PUBS, SUBS MEMBERSHIPS	\$2,118	\$3,185	\$4,000	\$4,000	\$4,000	0%
TRAINING	\$3,135	\$4,660	\$6,500	\$6,500	\$6,500	0%
Total Operating Expenditures:	\$545,673	\$717,262	\$653,200	\$683,350	\$831,080	21.6%
Capital Outlays						
IMPROVEMENTS	\$0	\$0	\$0	\$0	\$75,000	N/A
CAPITAL OUTLAY	\$11,921	\$27,124	\$7,700	\$124,500	\$334,500	168.7%



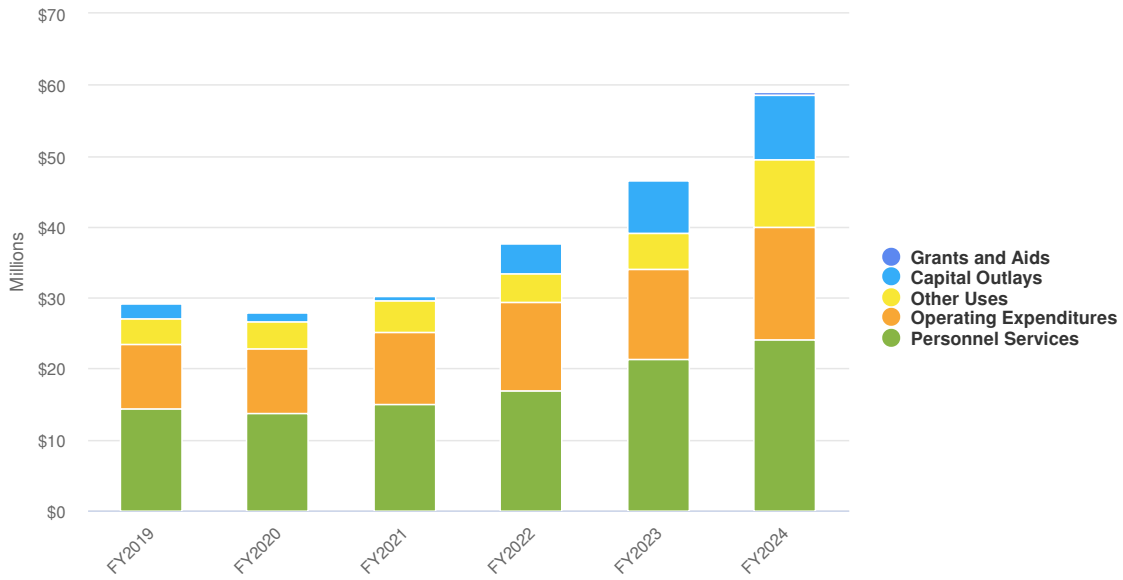
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
CAPITAL OUTLAY- TECH	\$0	\$0	\$0	\$107,200	\$45,000	-58%
Total Capital Outlays:	\$11,921	\$27,124	\$7,700	\$231,700	\$454,500	96.2%
Total Parks & Recreation - Recreation:	\$1,346,101	\$1,616,642	\$1,594,220	\$1,894,325	\$2,438,455	28.7%
Total Culture and Recreation:	\$3,804,281	\$4,977,945	\$5,571,455	\$5,932,915	\$8,077,175	36.1%
Total Expenditures:	\$30,312,865	\$37,851,236	\$36,759,460	\$46,814,384	\$58,967,500	26%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Personnel Services	\$14,924,308	\$16,977,972	\$18,027,835	\$21,293,015	\$24,003,425	12.7%
Operating Expenditures	\$10,324,457	\$12,522,736	\$11,844,765	\$12,739,680	\$15,954,086	25.2%
Capital Outlays	\$622,536	\$4,352,704	\$1,836,870	\$7,354,700	\$9,094,465	23.7%
Grants and Aids	\$163,190	\$163,002	\$220,890	\$383,890	\$457,165	19.1%
Other Uses	\$4,278,374	\$3,834,823	\$4,829,100	\$5,043,099	\$9,458,359	87.6%
Total Expense Objects:	\$30,312,865	\$37,851,236	\$36,759,460	\$46,814,384	\$58,967,500	26%



2024 BUDGETED CAPITAL REQUESTS

CAPITAL REQUEST	FY24 REQUESTED	FY24 BUDGETED
City Commission		
CIC - PCs - City Commission	\$ 11,000	\$ 11,000
Total City Administration	\$ 11,000	\$ 11,000
Finance Department		
CIC - PCs - Finance	\$ 5,000	\$ 5,000
Total Finance Department	\$ 5,000	\$ 5,000
Other General Government		
CIC - Network Upgrade - City Hall EOC	\$ 4,000	\$ -
CIC - ERP Software	\$ 1,250,000	\$ 1,250,000
CIC - Surveillance - City Hall Annex	\$ 32,000	\$ -
CIC - Access Control - City Hall Annex	\$ 192,000	\$ -
CIC - Network - City Hall Annex	\$ 177,000	\$ -
CIC - Network Upgrade - Infrastructure	\$ 334,000	\$ 334,000
Total Other General Government	\$ 1,989,000	\$ 1,584,000
City Clerk		
Vehicle	\$ 30,000	\$ -
CIC - PCs - City Clerk	\$ 5,000	\$ 5,000
Total City Clerk	\$ 35,000	\$ 5,000
Human Resources		
CIC - PCs - Human Resources	\$ 5,000	\$ 5,000
Total Human Resources	\$ 5,000	\$ 5,000
Fleet		
Vehicle - 1 Ton Utility Body 4x4 Pickup	\$ 80,000	\$ 80,000
Total Fleet	\$ 80,000	\$ 80,000
Information Technology		
Vehicle - SUV Electric	\$ 50,000	\$ 50,000
Vehicle - Cargo Van	\$ 50,000	\$ 50,000
CIC - PCs - TMD	\$ 3,177	\$ -
CIC - Network - UPSes	\$ 3,000	\$ -
CIC - Fiber - HC Trail	\$ 45,000	\$ 45,000
CIC - Server Replacement - GG	\$ 40,000	\$ 40,000
CIC - Renovations - City Hall	\$ 10,000	\$ -
CIC - WiFi - City Hall	\$ 5,000	\$ 5,000
CIC - Fiber - City Hall Annex	\$ 112,000	\$ 112,000
CIC - WiFi Controller Upgrade	\$ 33,000	\$ 33,000
CIC - Access Control - City Hall	\$ 12,000	\$ 12,000
Total Information Technology	\$ 363,177	\$ 347,000



2024 Capital Request Continued

Police Department		
CIC - Simulation System	\$ 50,000	\$ 50,000
CIC - UPS Replacement - PD HQ	\$ 9,600	\$ 9,600
CIC - Radio Repeater - Police	\$ 75,000	\$ 75,000
CIC - A/V System - PD Training Room	\$ 100,000	\$ 100,000
Equipment (AED's, Holsters, etc)	\$ 55,000	\$ 55,000
Radios (qty 13)	\$ 69,000	\$ 69,000
Guns - 9 mm with Red Dot Optics	\$ 85,000	\$ -
CIC - Drones	\$ 44,000	\$ 10,000
CIC - PCs - Police	\$ 27,000	\$ 27,000
CIC - IA Pro Software	\$ 15,000	\$ 15,000
CIC - WiFi - PDHQ	\$ 17,000	\$ 17,000
Sandblast & Paint	\$ 125,000	\$ -
Construct New Rooms	\$ 62,000	\$ 60,000
New Evidence Lockers	\$ 22,000	\$ -
Vehicles - Police Patrol Vehicles	\$ 992,000	\$ 372,000
Total Police Department	\$ 1,747,600	\$ 859,600
Fire Department		
CIC - PC Apparatus - Fire	\$ 6,000	\$ -
CIC - A/V System - FS #1	\$ 10,000	\$ 10,000
CIC - Access Control - FS #1	\$ 32,000	\$ -
CIC - A/V System - EOC	\$ 10,000	\$ -
CIC - Surveillance - EOC	\$ 42,000	\$ -
CIC - Network - EOC	\$ 102,000	\$ -
CIC - Access Control - EOC	\$ 69,000	\$ -
Pierce Custom Pumper and Quint Fire Apparatus	\$ 2,110,065	\$ 2,110,065
Gear Extractor	\$ 18,000	\$ -
Radios	\$ 24,000	\$ 24,000
Bunker Gear - complete assembly	\$ 160,000	\$ 160,000
Wildland/Extrication Fire Gear	\$ 40,000	\$ 10,000
FIT Test Equipment and Software	\$ 10,000	\$ 10,000
Cylinders	\$ 12,000	\$ -
SCBA with Face Piece	\$ 64,000	\$ -
Response Apparatus with equipment	\$ 150,000	\$ 150,000
CIC - PCs - Fire	\$ 9,100	\$ 9,100
Vehicles - Replace Admin Vehicles	\$ 50,000	\$ 50,000
Total Fire Department	\$ 2,918,165	\$ 2,533,165
Development Services - Building & Inspections		
Vehicles - 4WD Rangers (qty 6)	\$ 200,000	\$ 200,000
CIC - PCs - Building	\$ 5,000	\$ 5,000
Total Development Services - Building & Inspections	\$ 205,000	\$ 205,000
Public Works - Sanitation		
Vehicle - Solid Waste	\$ 55,000	\$ 55,000
Total Public Works - Sanitation	\$ 55,000	\$ 55,000



2024 Capital Requests Continued

Public Works - Transportation		
Sidewalk Project - Main St Survey/Sidewalk	\$ 150,000	\$ -
Street Lighting Replacement - Hwy 27	\$ 365,000	\$ 365,000
Sidewalk Project - 18th/24th St. Melbourne to Johnson Ave - Eastside	\$ 750,000	\$ 750,000
Mini Excavator - Grader Attachment	\$ 18,000	\$ 18,000
Mini Excavator - Bucket with Thumb	\$ 77,000	\$ 77,000
Skid Steer Attachment Kit (forks, concrete breaker & pick up broom)	\$ 15,000	\$ 15,000
Skid Steer Grapple Rake	\$ 5,000	\$ 5,000
Skid Steer Mulcher Head	\$ 40,000	\$ 40,000
Skid Steer Milling Head	\$ 30,000	\$ 30,000
Trailer - Heavy Duty Equipment - Ramped	\$ 14,000	\$ 14,000
Trailer - 20' Deckover	\$ 8,000	\$ 8,000
Vehicle - 3/4 Ton Utility Body 4x4 Pickup	\$ 63,000	\$ 63,000
Vehicle - 1/2 Ton 4x4 Super Crew Cab	\$ 46,000	\$ 46,000
Vehicle - Ford F250 4x4 SD Crew Cab	\$ 58,000	\$ 58,000
CIC - Printer Replacements (Transportation)	\$ 5,000	\$ 5,000
CIC - PCs - Transportation	\$ 2,354	\$ -
Public Works Building	\$ 1,000,000	\$ 1,000,000
Total Public Works - Transportation	\$ 2,646,354	\$ 2,494,000
Development Services - Planning		
Vehicles - Ford Explorers (qty 2)	\$ 90,000	\$ 90,000
Total Development Services - Planning	\$ 90,000	\$ 90,000
Parks & Recreation - Library		
Books	\$ 91,200	\$ 91,200
CIC - PCs - Library	\$ 5,000	\$ 5,000
Total Parks & Recreation - Library	\$ 96,200	\$ 96,200
Parks & Recreation - Parks		
CIC - Fiber - Ember Dog Park	\$ 102,000	\$ -
CIC - Fiber - Dolphus Howard	\$ 33,000	\$ -
CIC - Surveillance - 32-Acre Park	\$ 10,000	\$ -
CIC - Network - Mason Family Park	\$ 17,000	\$ -
CIC - Network - 32-Acre Park	\$ 17,000	\$ -
CIC - WiFi - Lake Eva Park	\$ 25,000	\$ 25,000
CIC - Surveillance - Lake Eva Park	\$ 15,000	\$ 15,000
CIC - Surveillance - Dolphus Howard	\$ 4,000	\$ -
CIC - Network Upgrade - MWF	\$ 10,000	\$ 10,000
CIC - Network - Lake Eva Park	\$ 31,000	\$ 31,000
CIC - Network - HC Trail	\$ 45,000	\$ 45,000
CIC - Network - Ember Dog Park	\$ 15,000	\$ 15,000
CIC - Network - Larry Parrish	\$ 17,000	\$ 17,000
CIC - Surveillance - Larry Parrish	\$ 10,000	\$ 10,000
Vehicles - Ford F250 Replacement Program	\$ 150,000	\$ 150,000
CIC - PCs - Parks	\$ 3,366	\$ -
Total Parks & Recreation - Parks	\$ 504,366	\$ 318,000



2024 Capital Requests Continued

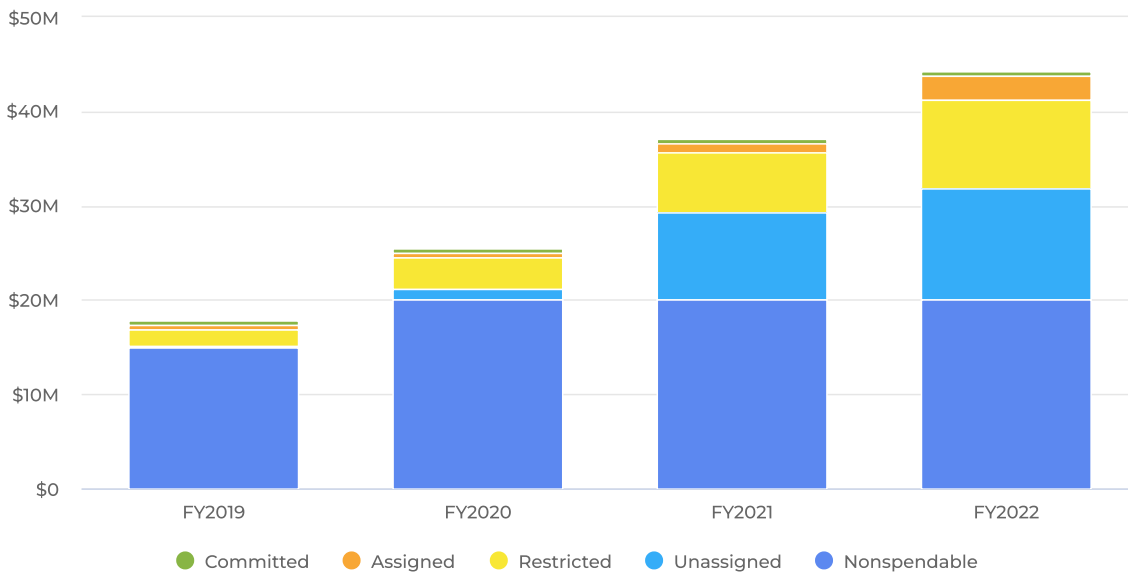
Parks & Recreation - Recreation		
CIC - Surveillance - Mason Family Park	\$ 10,000	\$ -
Vehicles - Ford F150 4x4 Replacement	\$ 25,000	\$ -
CIC - Alarm System - Lake Eva Community Center	\$ 5,000	\$ 5,000
CIC - Alarm System - ONC	\$ 9,000	\$ 9,000
CIC - WiFi - Lake Eva Community Center	\$ 4,000	\$ 4,000
CIC - WiFi - ONC	\$ 8,000	\$ 8,000
CIC - PCs - Recreation	\$ 5,000	\$ 5,000
Vehicles - Ford F150 Replacement Program	\$ 100,000	\$ 100,000
Bathroom Floors Retiled - Event Center	\$ 50,000	\$ 50,000
CIC - PCs - Special Events	\$ 2,166	\$ -
Kitchen Appliance Replacements - Event Center	\$ 25,000	\$ 25,000
CIC - Network - Dolphus Howard (CRA)	\$ 14,000	\$ 14,000
Resurface - Lake Eva Outdoor Basketball Courts	\$ 15,000	\$ 15,000
Nautilus Lateral Raise	\$ 5,500	\$ 5,500
Nautilus Compound Row	\$ 6,000	\$ 6,000
Toro Multi Pro Boom Sprayer	\$ 38,000	\$ 38,000
Mower - 62" Scag Mower Replacement Program	\$ 22,000	\$ 22,000
Re-Sod Myers & Wiley Practice Field	\$ 76,000	\$ 76,000
Park Amenities - Nellie Park, Lily Avenue Trail, Palm Circle & Lake Eva Circle	\$ 20,000	\$ 20,000
Lake Eva Boat Ramp - New Frame & Signage	\$ 19,000	\$ 19,000
Mower - 60" Zero-Turn	\$ 12,500	\$ 12,500
Mower - 52" Zero-Turn	\$ 9,000	\$ 9,000
Mower - 48" Zero-Turn	\$ 11,500	\$ 11,500
Total Parks & Recreation - Recreation	\$ 491,666	\$ 454,500
Parks & Recreation - Aquatics		
CIC - A/V System - LEAC	\$ 25,000	\$ 25,000
CIC - A/V System - JJS	\$ 25,000	\$ 25,000
Repaint Aquatic Play Structure & Features	\$ 25,000	\$ 25,000
Pool Floor Membrane Replacement	\$ 85,000	\$ 85,000
Pumps - Aquatics	\$ 6,000	\$ 6,000
Heater/Chiller - Lake Eva Aquatic Center	\$ 120,000	\$ 120,000
Total Parks & Recreation - Aquatics	\$ 286,000	\$ 286,000
Total Departments		\$ 11,528,528 \$ 9,428,465
	Purchase	\$ 6,234,400
	Debt	\$ 334,000
	Grant	\$ 2,860,065



Fund Balance

There are no major changes in fund balances expected. The General Fund continues to hold a strong fund balance, well above its requirement. The City has adequate financial resources to deploy its practice of using fund balance to often times assist in funding one-time capital expenditures. In subsequent budget years, discussions concerning fund balance must be an item during every budget session. The City Commission has adopted a financial policy requiring the City to maintain a fund balance of 17% in the General Fund, or three months of operating expenses (Aprox. \$12M), in order to mitigate potential catastrophes during any given year. This resolution is an important part of good governance in fiscal stewardship, and every year this organization continues to improve its financial conditions by adopting strategies to lessen the fiscal burdens on both the organization and its service recipients.

Projections



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Unassigned	\$190,499	\$1,117,846	\$9,248,352	\$11,813,423	\$2,565,071
Assigned	\$500,000	\$349,610	\$943,505	\$2,516,634	\$1,573,129
Committed	\$487,388	\$507,549	\$539,394	\$495,154	\$-44,240
Restricted	\$1,626,373	\$3,472,468	\$6,439,519	\$9,438,997	\$2,999,478
Nonspendable	\$15,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$0
Total Fund Balance:	\$17,804,260	\$25,447,473	\$37,170,770	\$44,264,208	\$7,093,438





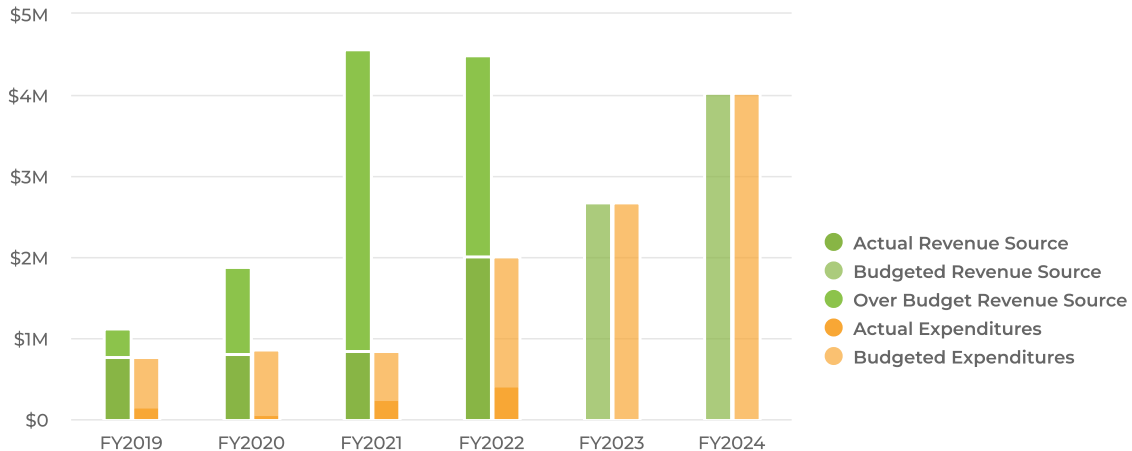
Other Governmental Funds

Used to account for proceeds from certain specific revenue sources; these funds are recorded separately as directed by legal requirements, regulatory provisions, or administrative action. As with the General Fund, the primary accounting focus is on the sources of available funds and the financial activity is reported using the modified accrual basis accounting. The General Impact Fee Funds account for impact fees collected for transportation, law enforcement, fire protection, library and parks and recreation. The purpose of impact fees is to assign, to the extent practical, growth-related capital costs to new development. To the extent new development requires capital investments necessary to provide new capacity, modern capital funding practices support the use of capacity or impact fees to recover the cost of such investments. Most municipalities and other utilities have recognized this strategy as being an appropriate method of funding the capital requirements that are a result of providing service capacity for new development.

An impact fee is a charge imposed on new users of real property to help finance the capital cost of constructing public facilities necessary to serve new residents. The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new residents or users responsible for such additional costs. The impact fee can be considered to be a new user's contribution to those facilities or capital costs that are required in order to provide a comparable level of service to that which is being provided to existing customers.

Summary

The City of Haines City is projecting \$4.04M of revenue in FY2024, which represents a 50.2% increase over the prior year. Budgeted expenditures are projected to increase by 50.2% or \$1.35M to \$4.04M in FY2024.



Other Governmental Funds Comprehensive Summary

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted



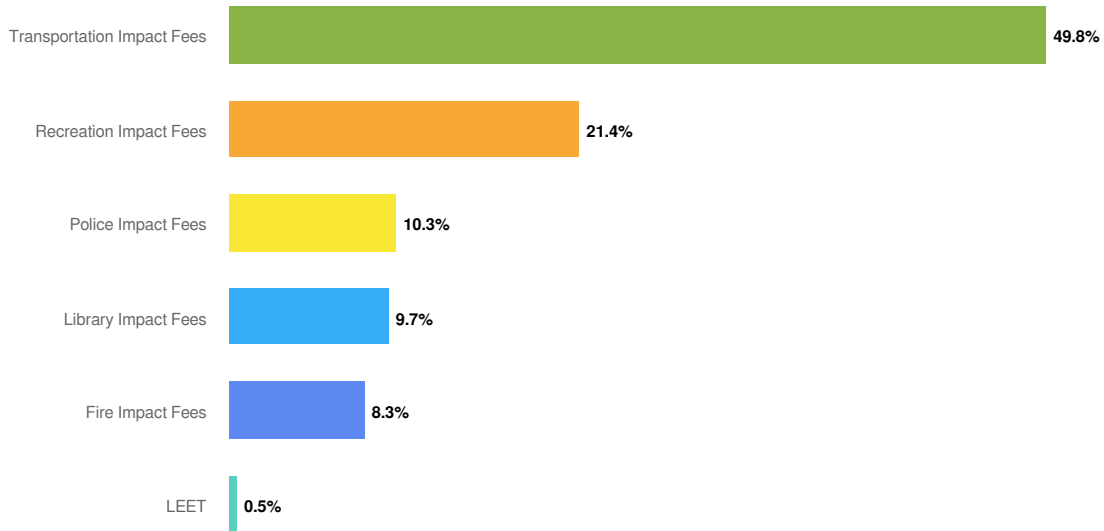
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$7,205,535	N/A	N/A	\$14,002,097	N/A
Revenues					
Permits, Fees, and Special Assessments	\$4,525,595	\$4,457,403	\$1,668,000	\$2,468,000	\$3,905,000
Judgements, Fines and Forefeits	\$28,465	\$20,477	\$15,000	\$15,000	\$20,000
Misc Revenues	\$23,503	\$20,001	\$14,650	\$3,900	\$114,000
Other Sources	\$0	\$0	\$329,535	\$201,685	\$0
Total Revenues:	\$4,577,563	\$4,497,880	\$2,027,185	\$2,688,585	\$4,039,000
Expenditures					
Operating Expenditures	\$254,405	\$32,858	\$1,916,650	\$1,040,900	\$1,779,000
Capital Outlays	\$0	\$387,812	\$100,000	\$1,636,995	\$2,250,000
Other Uses	\$10,262	\$11,774	\$10,535	\$10,690	\$10,000
Total Expenditures:	\$264,668	\$432,444	\$2,027,185	\$2,688,585	\$4,039,000
Total Revenues Less Expenditures:	\$4,312,895	\$4,065,436	\$0	\$0	\$0
Ending Fund Balance:	\$11,518,430	N/A	N/A	\$14,002,097	N/A



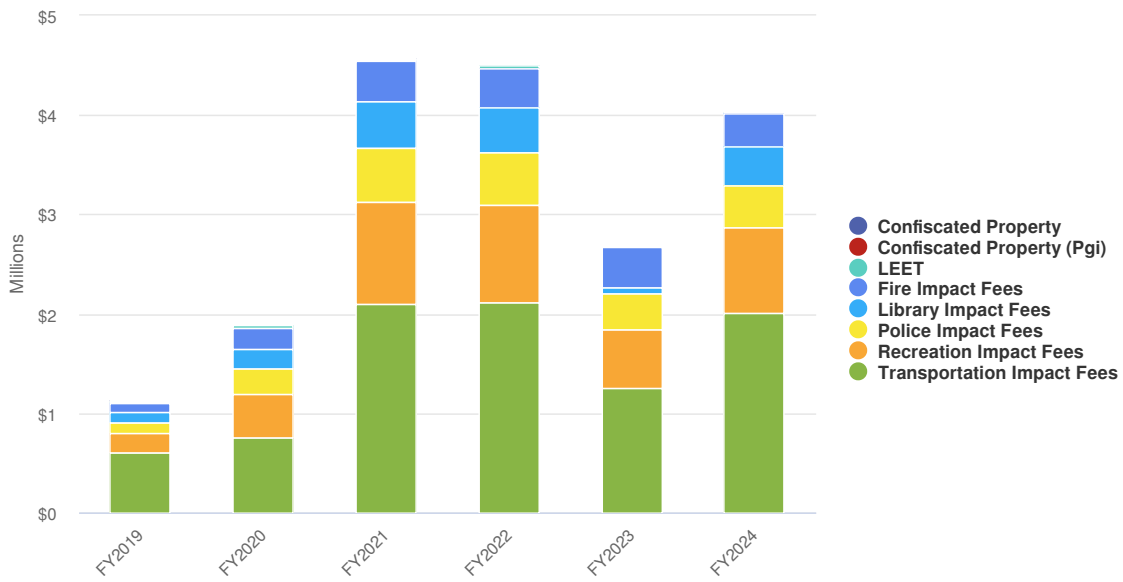
Revenue by Fund

Within the State of Florida, the legislature has adopted a statute that authorizes the use of impact fees. The statute was generally developed based on case law before the Florida courts and broad grants of power including the home rule power of Florida counties and municipalities. Section 163.31801 of the Florida Statutes was created on June 14, 2006 and is referred to as the “Florida Impact Fee Act.” The Florida Impact Fee Act has been updated several times with the most recent update taking effect on July 1, 2020. Within this section, the Legislature finds that impact fees are an important source of revenue for local government to use in funding the infrastructure necessitated by new growth.

2024 Revenue by Fund



Budgeted and Historical 2024 Revenue by Fund

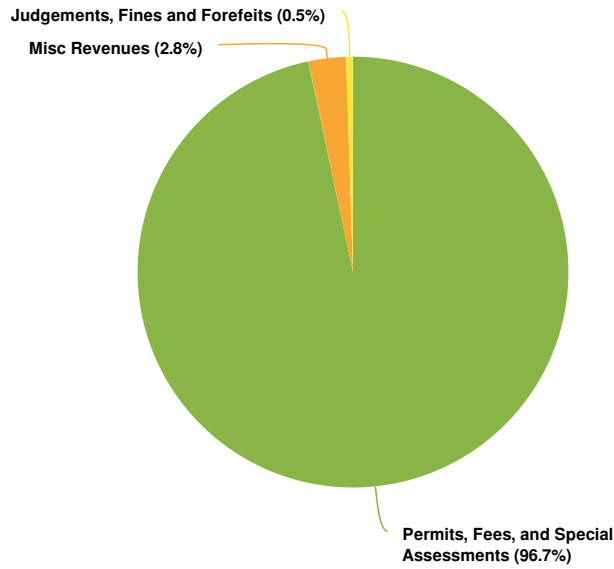


Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
LEET	\$19,391	\$20,176	\$15,050	\$15,050	\$20,500	36.2%
Confiscated Property	\$9,272	\$518	\$0	\$0	\$0	0%
Confiscated Property (Pgi)	\$140	\$84	\$0	\$0	\$0	0%
Police Impact Fees	\$548,732	\$528,224	\$350,000	\$350,000	\$415,000	18.6%
Fire Impact Fees	\$409,190	\$404,986	\$410,535	\$407,685	\$335,000	-17.8%
Transportation Impact Fees	\$2,099,858	\$2,120,535	\$460,000	\$1,250,000	\$2,010,000	60.8%
Recreation Impact Fees	\$1,021,315	\$974,649	\$725,750	\$600,000	\$865,000	44.2%
Library Impact Fees	\$469,664	\$448,709	\$65,850	\$65,850	\$393,500	497.6%
Total:	\$4,577,563	\$4,497,880	\$2,027,185	\$2,688,585	\$4,039,000	50.2%

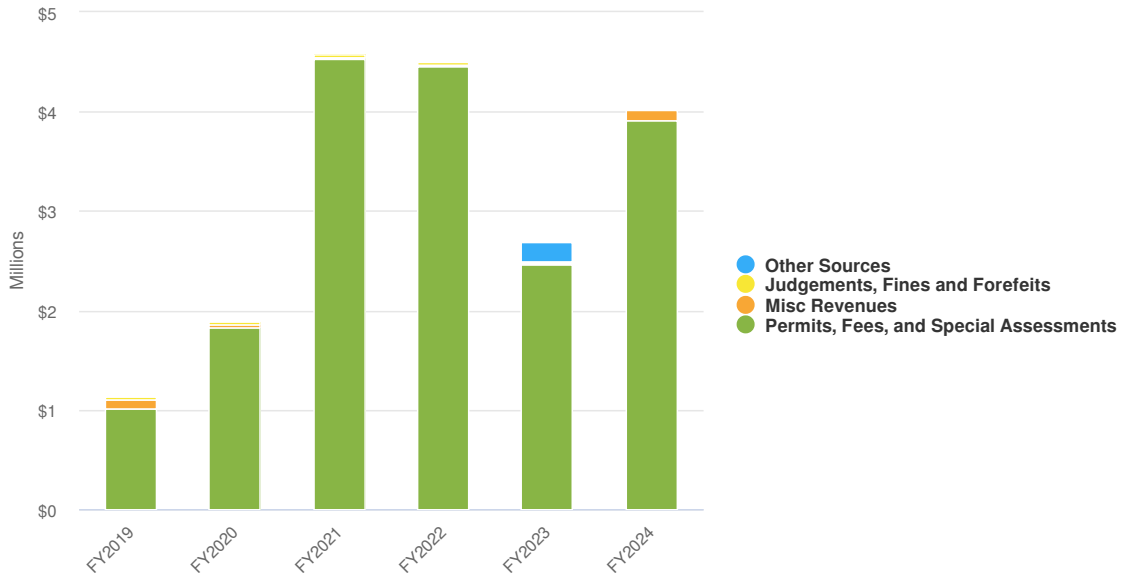


Revenues by Source

Projected 2024 Revenues by Source



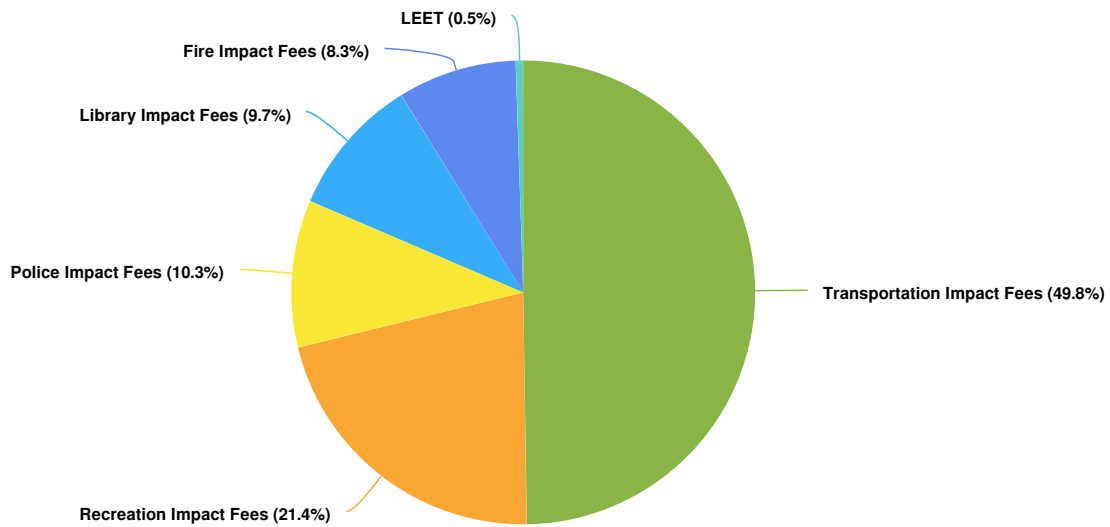
Budgeted and Historical 2024 Revenues by Source



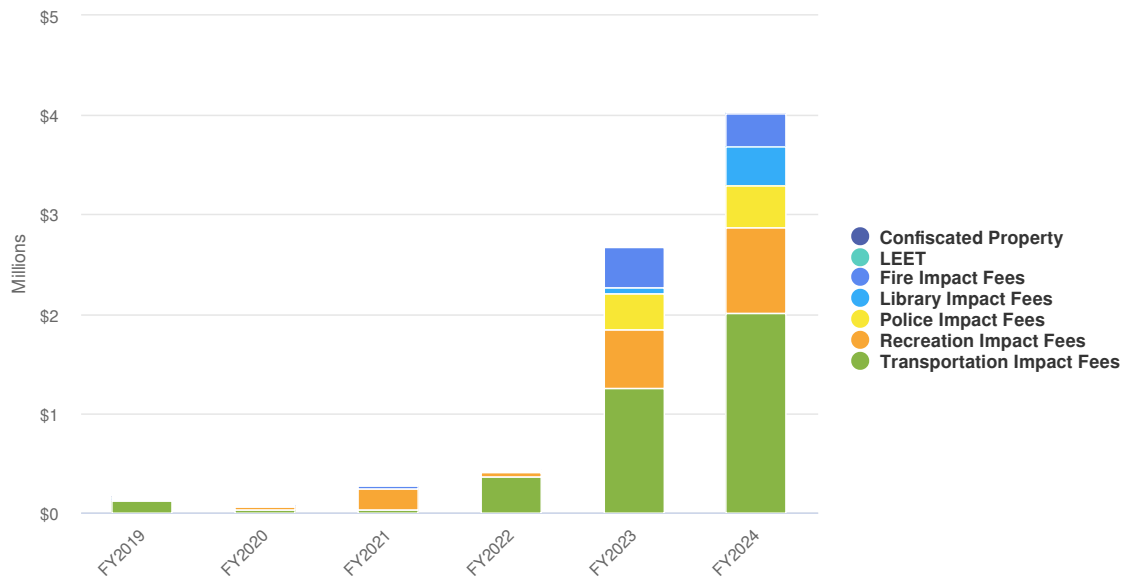
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Revenue Source						
Permits, Fees, and Special Assessments	\$4,525,595	\$4,457,403	\$1,668,000	\$2,468,000	\$3,905,000	58.2%
Judgements, Fines and Forefeits	\$28,465	\$20,477	\$15,000	\$15,000	\$20,000	33.3%
Misc Revenues	\$23,503	\$20,001	\$14,650	\$3,900	\$114,000	2,823.1%
Other Sources	\$0	\$0	\$329,535	\$201,685	\$0	-100%
Total Revenue Source:	\$4,577,563	\$4,497,880	\$2,027,185	\$2,688,585	\$4,039,000	50.2%

Expenditures by Fund

2024 Expenditures by Fund



Budgeted and Historical 2024 Expenditures by Fund



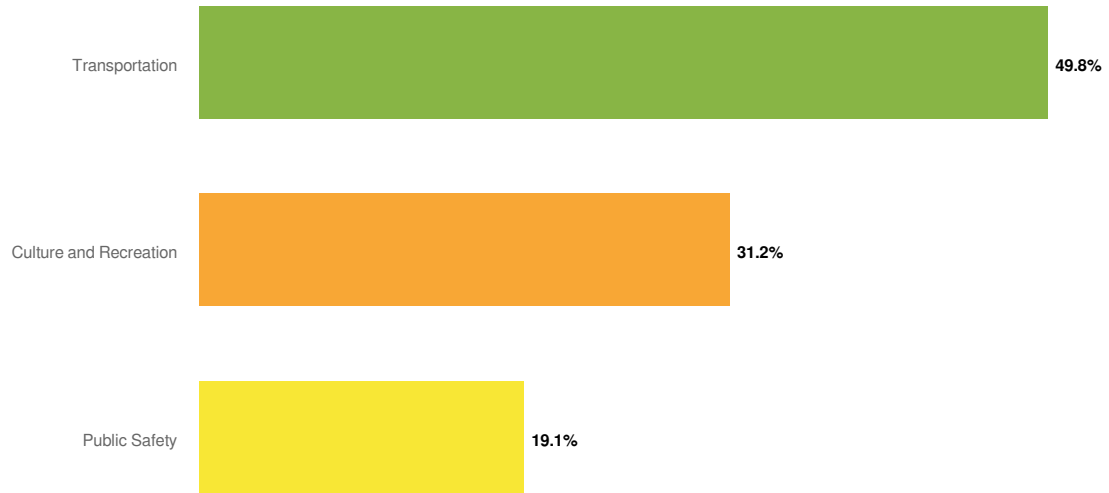
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
LEET						
Operating Expenditures	\$0	\$0	\$15,050	\$15,050	\$20,500	36.2%
Total LEET:	\$0	\$0	\$15,050	\$15,050	\$20,500	36.2%
Confiscated Property						
Operating Expenditures	\$0	\$10,800	\$0	\$0	\$0	0%
Total Confiscated Property:	\$0	\$10,800	\$0	\$0	\$0	0%
Police Impact Fees						
Operating Expenditures	\$0	\$0	\$350,000	\$0	\$0	0%
Capital Outlays	\$0	\$0	\$0	\$350,000	\$415,000	18.6%
Total Police Impact Fees:	\$0	\$0	\$350,000	\$350,000	\$415,000	18.6%
Fire Impact Fees						
Operating Expenditures	\$11,620	\$0	\$400,000	\$0	\$0	0%
Capital Outlays	\$0	\$0	\$0	\$396,995	\$325,000	-18.1%
Other Uses	\$10,262	\$11,774	\$10,535	\$10,690	\$10,000	-6.5%
Total Fire Impact Fees:	\$21,882	\$11,774	\$410,535	\$407,685	\$335,000	-17.8%
Transportation Impact Fees						
Operating Expenditures	\$26,610	-\$26,610	\$360,000	\$360,000	\$500,000	38.9%
Capital Outlays	\$0	\$387,812	\$100,000	\$890,000	\$1,510,000	69.7%
Total Transportation Impact Fees:	\$26,610	\$361,202	\$460,000	\$1,250,000	\$2,010,000	60.8%
Recreation Impact Fees						



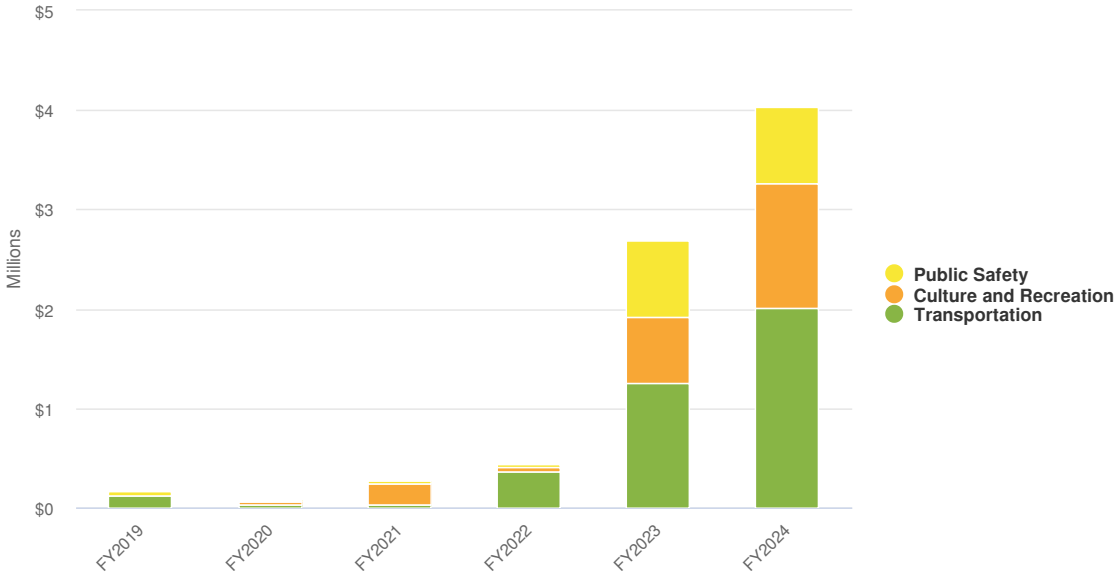
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Operating Expenditures	\$216,175	\$48,668	\$725,750	\$600,000	\$865,000	44.2%
Total Recreation Impact Fees:	\$216,175	\$48,668	\$725,750	\$600,000	\$865,000	44.2%
Library Impact Fees						
Operating Expenditures	\$0	\$0	\$65,850	\$65,850	\$393,500	497.6%
Total Library Impact Fees:	\$0	\$0	\$65,850	\$65,850	\$393,500	497.6%
Total:	\$264,668	\$432,444	\$2,027,185	\$2,688,585	\$4,039,000	50.2%

Expenditures by Function

Budgeted Expenditures by Function



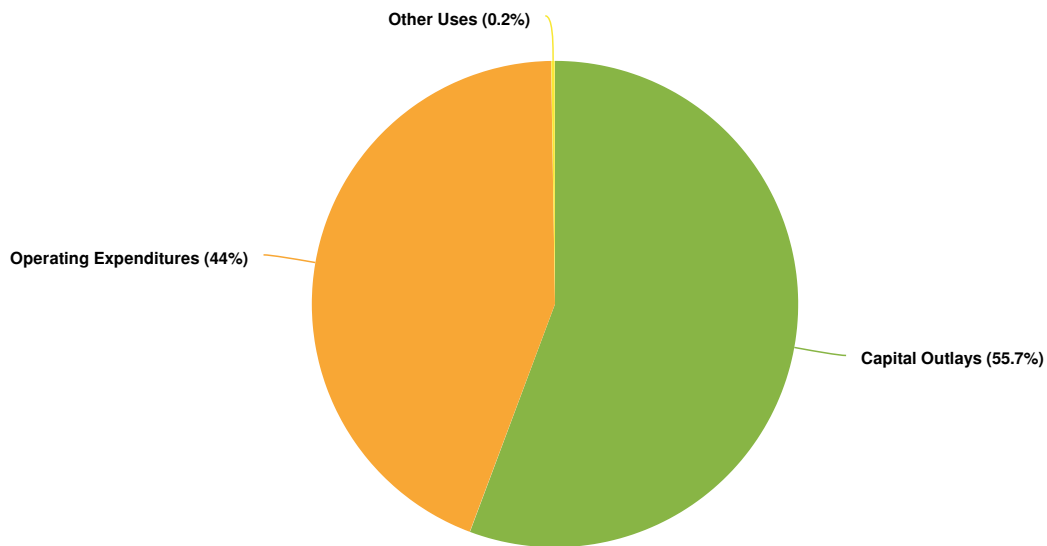
Budgeted and Historical Expenditures by Function



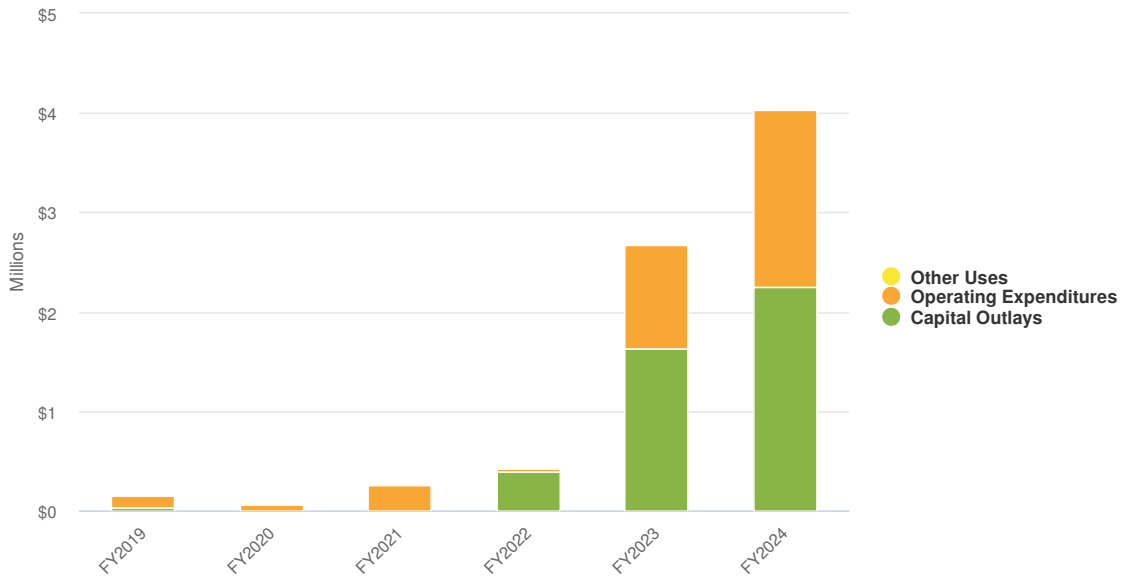
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expenditures						
Public Safety	\$21,882	\$22,574	\$775,585	\$772,735	\$770,500	-0.3%
Transportation	\$26,610	\$361,202	\$460,000	\$1,250,000	\$2,010,000	60.8%
Culture and Recreation	\$216,175	\$48,668	\$791,600	\$665,850	\$1,258,500	89%
Total Expenditures:	\$264,668	\$432,444	\$2,027,185	\$2,688,585	\$4,039,000	50.2%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



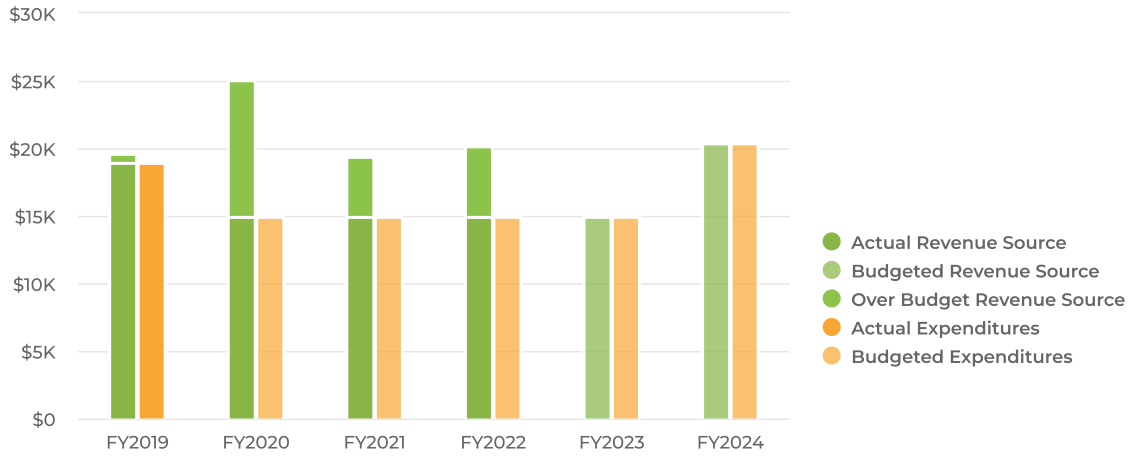
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Operating Expenditures	\$254,405	\$32,858	\$1,916,650	\$1,040,900	\$1,779,000	70.9%
Capital Outlays	\$0	\$387,812	\$100,000	\$1,636,995	\$2,250,000	37.4%
Other Uses	\$10,262	\$11,774	\$10,535	\$10,690	\$10,000	-6.5%
Total Expense Objects:	\$264,668	\$432,444	\$2,027,185	\$2,688,585	\$4,039,000	50.2%





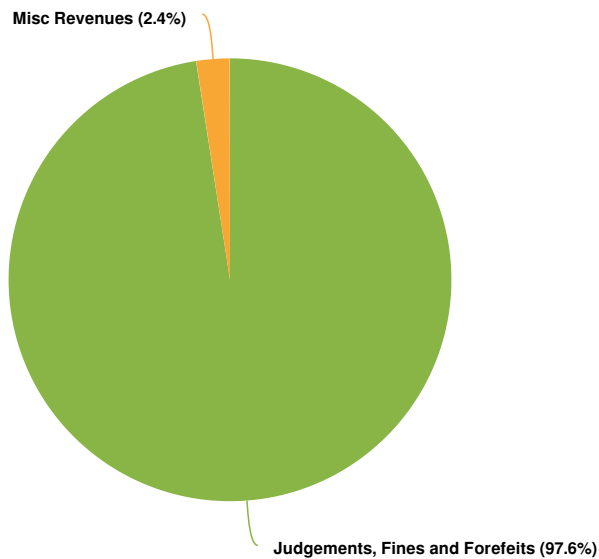
Summary

The City of Haines City is projecting \$20.5K of revenue in FY2024, which represents a 36.2% increase over the prior year. Budgeted expenditures are projected to increase by 36.2% or \$5.45K to \$20.5K in FY2024.

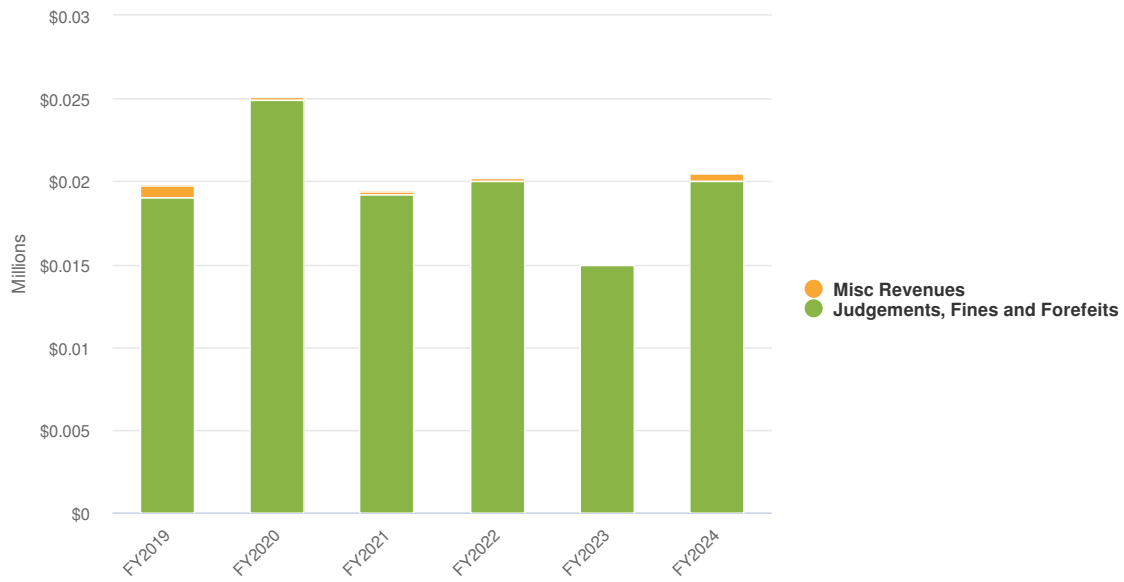


Revenues by Source

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source

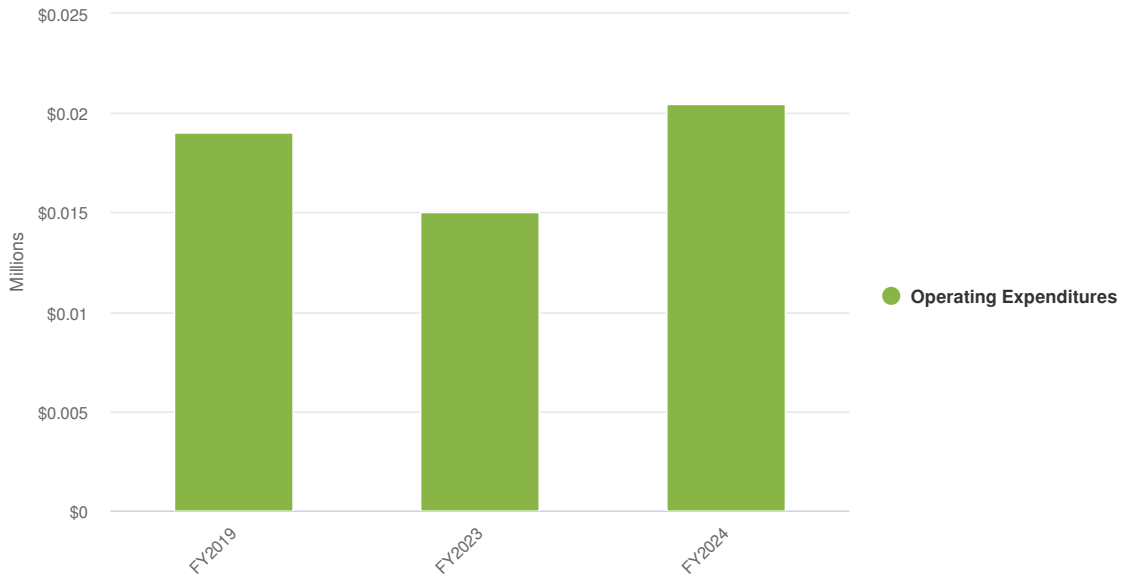


Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Revenue Source						
Judgements, Fines and Forefeits						
POLICE EDUCATION \$1.00	\$19,244	\$20,060	\$15,000	\$15,000	\$20,000	33.3%
Total Judgements, Fines and Forefeits:	\$19,244	\$20,060	\$15,000	\$15,000	\$20,000	33.3%
Misc Revenues						
INTEREST ON INVESTMENTS	\$147	\$116	\$50	\$50	\$500	900%
Total Misc Revenues:	\$147	\$116	\$50	\$50	\$500	900%
Total Revenue Source:	\$19,391	\$20,176	\$15,050	\$15,050	\$20,500	36.2%



Expenditures by Expense Type

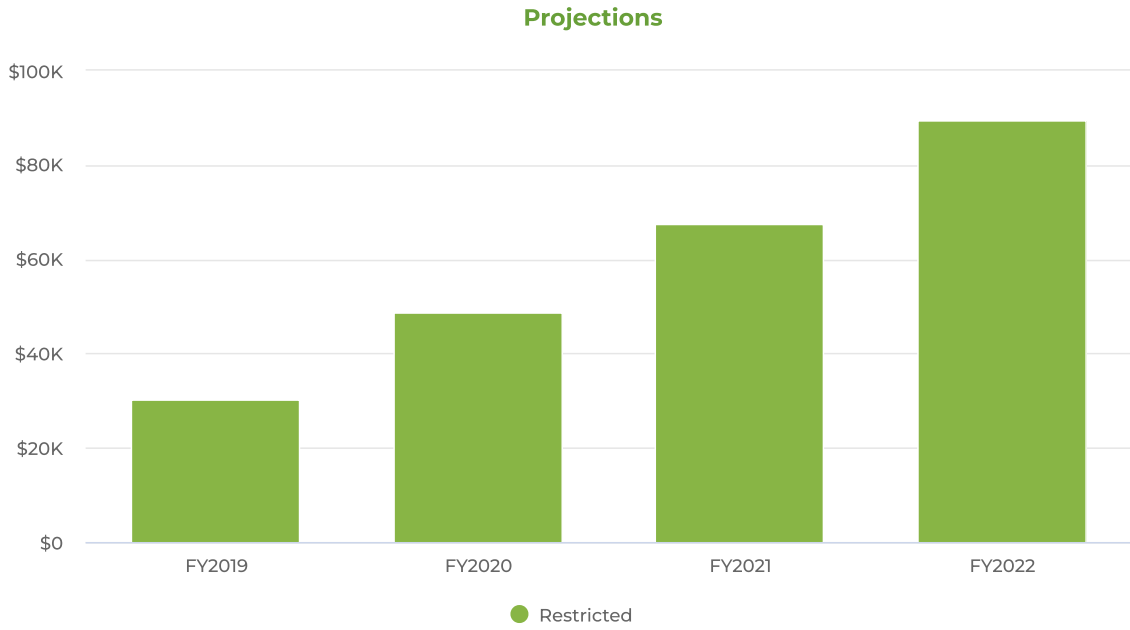
Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Operating Expenditures						
Public Safety						
TRAVEL & PER DIEM	\$0	\$0	\$5,000	\$5,000	\$5,000	0%
TRAINING	\$0	\$0	\$10,050	\$10,050	\$15,500	54.2%
Total Public Safety:	\$0	\$0	\$15,050	\$15,050	\$20,500	36.2%
Total Operating Expenditures:	\$0	\$0	\$15,050	\$15,050	\$20,500	36.2%
Total Expense Objects:	\$0	\$0	\$15,050	\$15,050	\$20,500	36.2%



Fund Balance



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Restricted	\$30,368	\$48,582	\$67,619	\$89,504	\$21,885
Total Fund Balance:	\$30,368	\$48,582	\$67,619	\$89,504	\$21,885





Police Impact Fee Fund

Summary

The City of Haines City is projecting \$415K of revenue in FY2024, which represents a 18.6% increase over the prior year. Budgeted expenditures are projected to increase by 18.6% or \$65K to \$415K in FY2024.



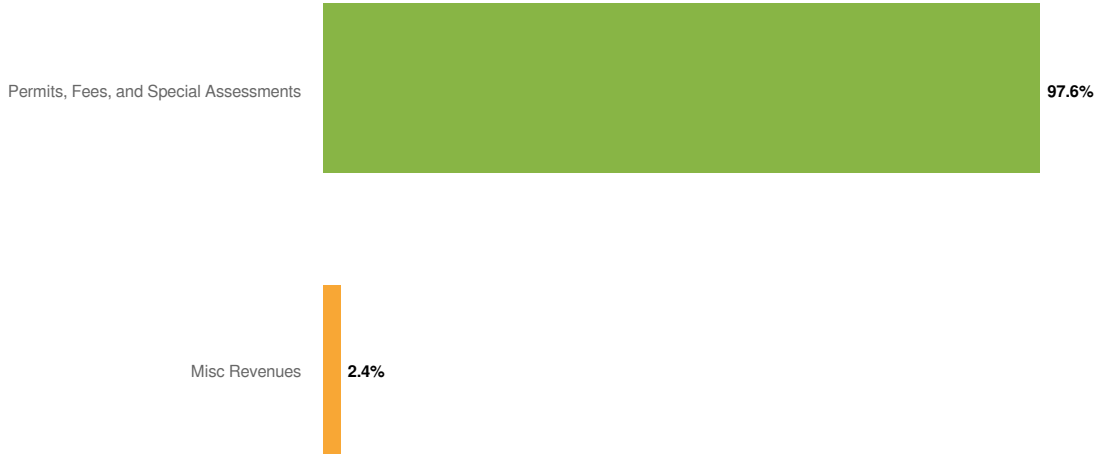
Police Impact Fee Fund Comprehensive Summary

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$651,346	N/A	N/A	\$1,728,302	N/A
Revenues					
Permits, Fees, and Special Assessments	\$546,394	\$526,042	\$349,000	\$349,000	\$405,000
Misc Revenues	\$2,339	\$2,182	\$1,000	\$1,000	\$10,000
Total Revenues:	\$548,732	\$528,224	\$350,000	\$350,000	\$415,000
Expenditures					
Operating Expenditures	\$0	\$0	\$350,000	\$0	\$0
Capital Outlays	\$0	\$0	\$0	\$350,000	\$415,000
Total Expenditures:	\$0	\$0	\$350,000	\$350,000	\$415,000
Total Revenues Less Expenditures:	\$548,732	\$528,224	\$0	\$0	\$0
Ending Fund Balance:	\$1,200,078	N/A	N/A	\$1,728,302	N/A

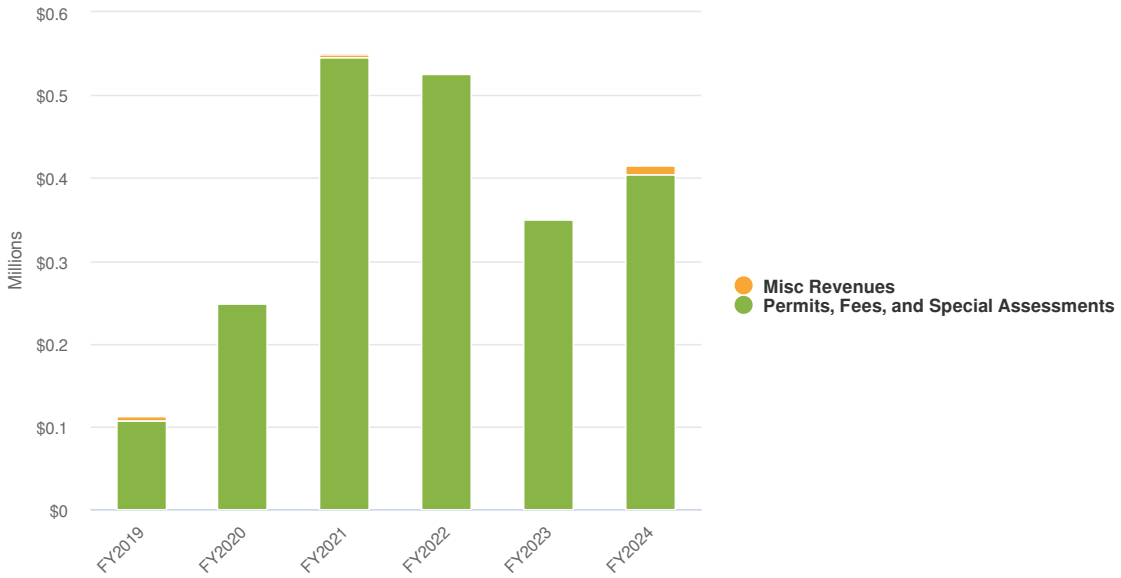


Revenues by Source

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Revenue Source						
Permits, Fees, and Special Assessments						
POLICE IMPACT FEES (RESIDENTIAL)	\$540,338	\$510,011	\$344,000	\$344,000	\$400,000	16.3%
POLICE IMPACT FEES (COMMERCIAL)	\$6,769	\$16,031	\$5,000	\$5,000	\$5,000	0%

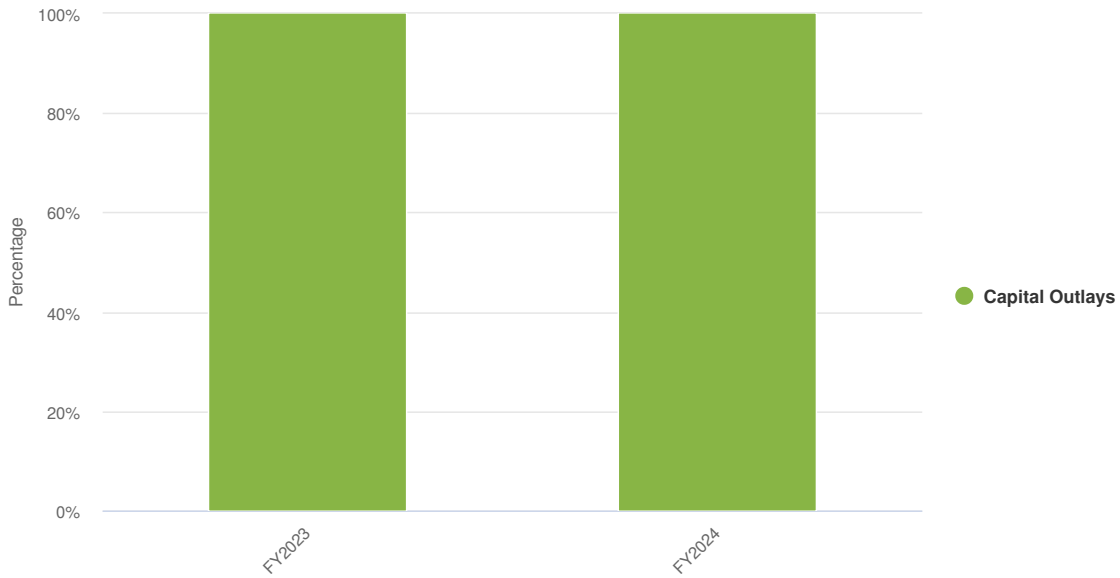


Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
DEV CREDIT-POLICE IMPACT FEES (RES)	-\$713	\$0	\$0	\$0	\$0	0%
Total Permits, Fees, and Special Assessments:	\$546,394	\$526,042	\$349,000	\$349,000	\$405,000	16%
Misc Revenues						
INTEREST ON INVESTMENTS	\$2,339	\$2,182	\$1,000	\$1,000	\$10,000	900%
Total Misc Revenues:	\$2,339	\$2,182	\$1,000	\$1,000	\$10,000	900%
Total Revenue Source:	\$548,732	\$528,224	\$350,000	\$350,000	\$415,000	18.6%



Expenditures by Expense Type

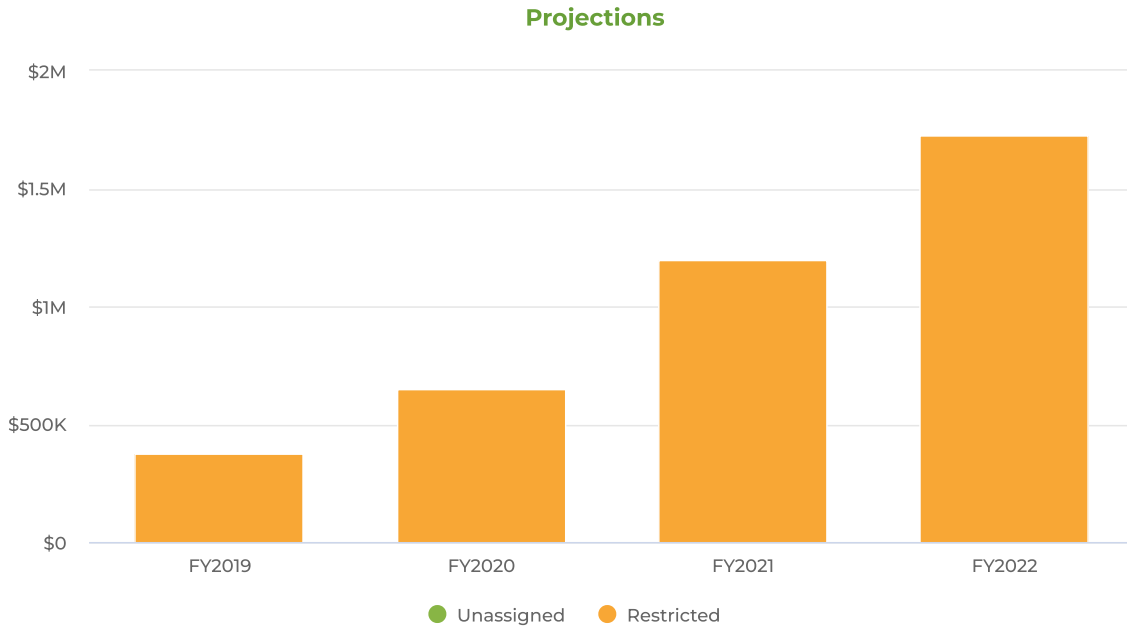
Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Operating Expenditures						
Public Safety						
OTHER CURRENT CHARGES OB	\$0	\$0	\$350,000	\$0	\$0	0%
Total Public Safety:	\$0	\$0	\$350,000	\$0	\$0	0%
Total Operating Expenditures:	\$0	\$0	\$350,000	\$0	\$0	0%
Capital Outlays						
Public Safety						
MACHINERY & EQUIPMENT	\$0	\$0	\$0	\$350,000	\$415,000	18.6%
Total Public Safety:	\$0	\$0	\$0	\$350,000	\$415,000	18.6%
Total Capital Outlays:	\$0	\$0	\$0	\$350,000	\$415,000	18.6%
Total Expense Objects:	\$0	\$0	\$350,000	\$350,000	\$415,000	18.6%



Fund Balance



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Unassigned	\$0	\$0	\$0	\$0	\$0
Restricted	\$378,184	\$651,346	\$1,200,078	\$1,728,302	\$528,224
Total Fund Balance:	\$378,184	\$651,346	\$1,200,078	\$1,728,302	\$528,224

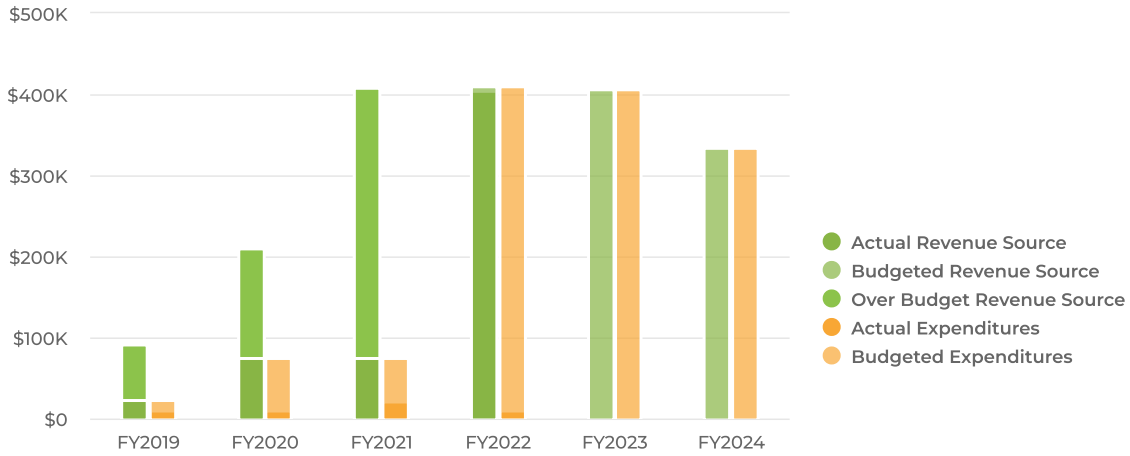




Fire Impact Fee Fund

Summary

The City of Haines City is projecting \$335K of revenue in FY2024, which represents a 17.8% decrease over the prior year. Budgeted expenditures are projected to decrease by 17.8% or \$72.69K to \$335K in FY2024.



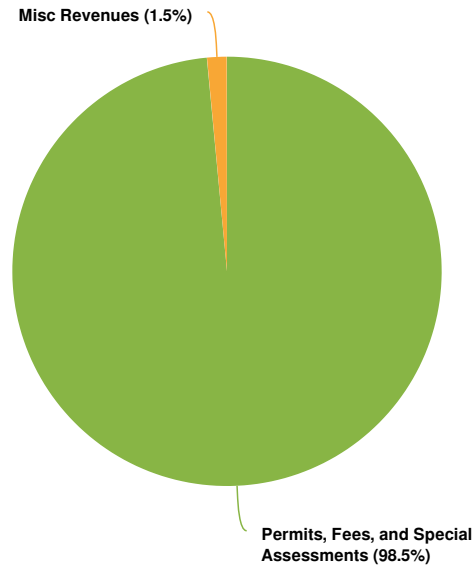
Fire Impact Fee Fund Comprehensive Summary

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$813,102	N/A	N/A	N/A	N/A
Revenues					
Permits, Fees, and Special Assessments	\$406,677	\$402,905	\$204,000	\$204,000	\$330,000
Misc Revenues	\$2,513	\$2,080	\$2,000	\$2,000	\$5,000
Other Sources	\$0	\$0	\$204,535	\$201,685	\$0
Total Revenues:	\$409,190	\$404,986	\$410,535	\$407,685	\$335,000
Expenditures					
Operating Expenditures	\$11,620	\$0	\$400,000	\$0	\$0
Capital Outlays	\$0	\$0	\$0	\$396,995	\$325,000
Other Uses	\$10,262	\$11,774	\$10,535	\$10,690	\$10,000
Total Expenditures:	\$21,882	\$11,774	\$410,535	\$407,685	\$335,000
Total Revenues Less Expenditures:	\$387,308	\$393,211	\$0	\$0	\$0
Ending Fund Balance:	\$1,200,410	N/A	N/A	N/A	N/A

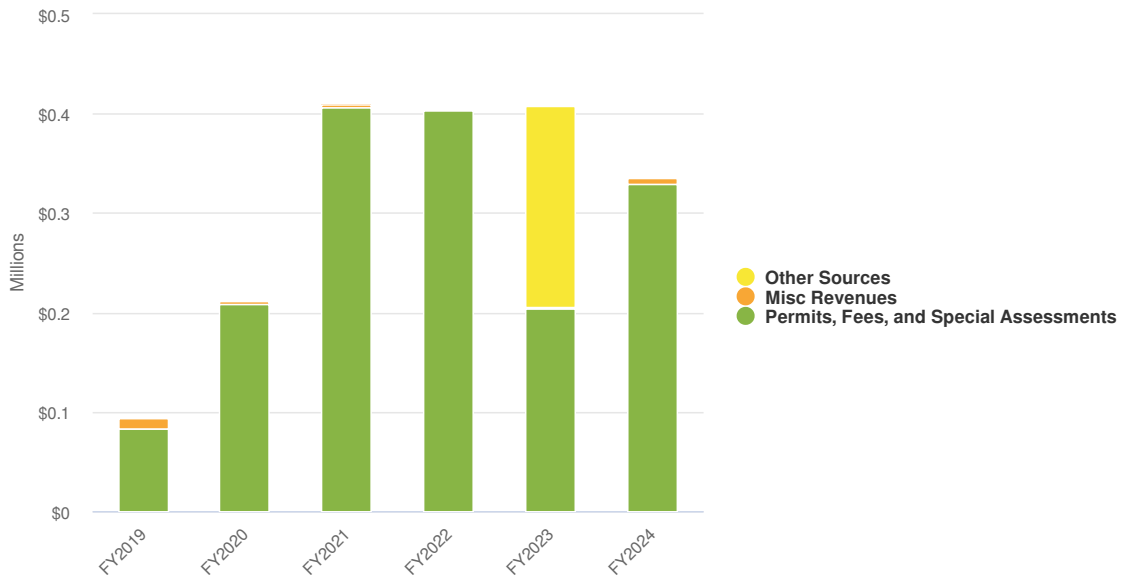


Revenues by Source

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source



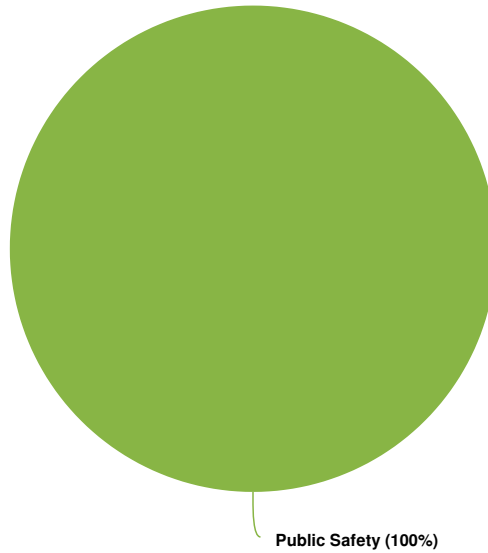
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Revenue Source						
Permits, Fees, and Special Assessments						
FIRE IMPACT FEES (RESIDENTIAL)	\$397,496	\$378,859	\$200,000	\$200,000	\$325,000	62.5%
FIRE IMPACT FEES (COMMERCIAL)	\$10,154	\$24,046	\$4,000	\$4,000	\$5,000	25%



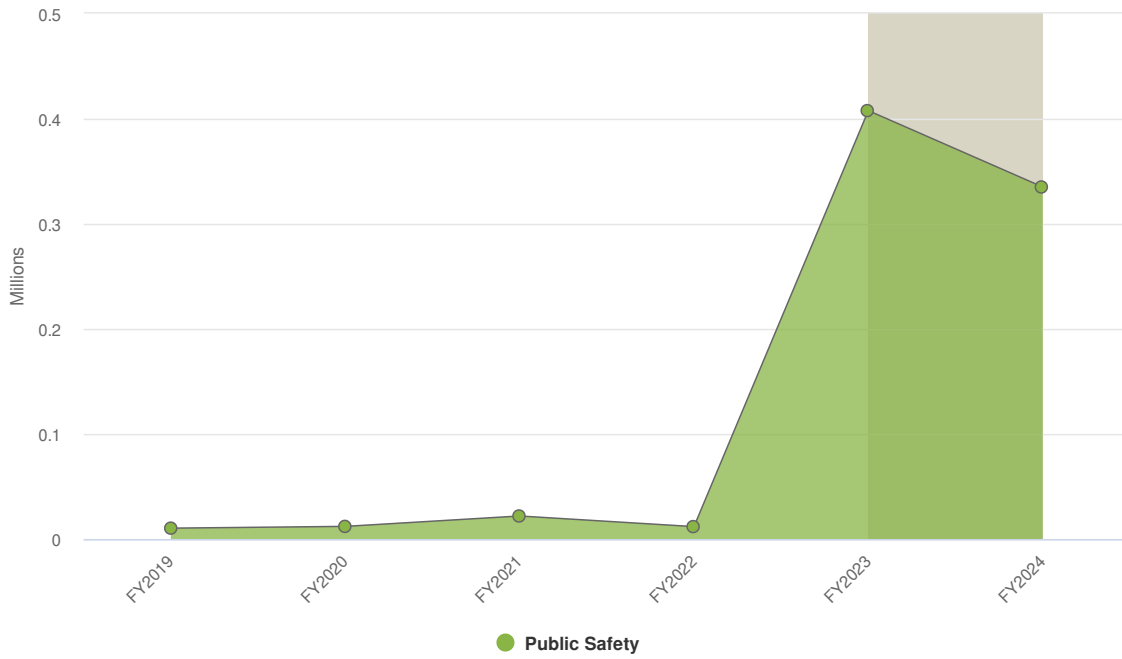
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
DEV CREDIT-FIRE IMPACT FEES (RES)	-\$973	\$0	\$0	\$0	\$0	0%
Total Permits, Fees, and Special Assessments:	\$406,677	\$402,905	\$204,000	\$204,000	\$330,000	61.8%
Misc Revenues						
INTEREST ON INVESTMENTS	\$2,513	\$2,080	\$2,000	\$2,000	\$5,000	150%
Total Misc Revenues:	\$2,513	\$2,080	\$2,000	\$2,000	\$5,000	150%
Other Sources						
UNDESIGNATED FUND BALANCE	\$0	\$0	\$204,535	\$201,685	\$0	-100%
Total Other Sources:	\$0	\$0	\$204,535	\$201,685	\$0	-100%
Total Revenue Source:	\$409,190	\$404,986	\$410,535	\$407,685	\$335,000	-17.8%

Expenditures by Function

Budgeted Expenditures by Function



Budgeted and Historical Expenditures by Function



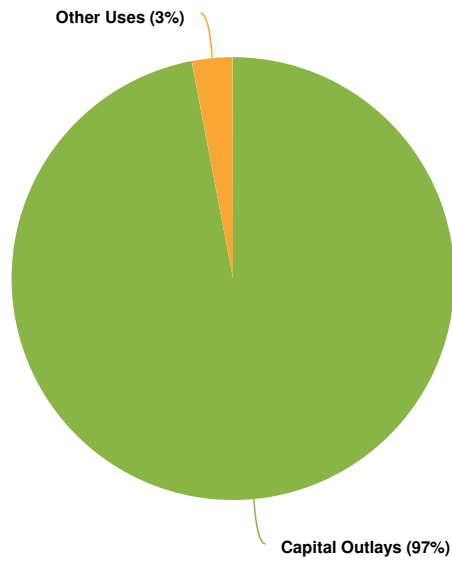
Grey background indicates budgeted figures.

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expenditures						
Public Safety						
OTHER CURRENT CHARGES OB	\$11,620	\$0	\$400,000	\$0	\$0	0%
CAPITAL OUTLAY	\$0	\$0	\$0	\$396,995	\$325,000	-18.1%
TRANSFER TO DEBT SERVICE	\$12,319	\$11,774	\$13,535	\$13,540	\$13,540	0%
TRANSFER OUT (RZEDB INT REBATE)	-\$2,057	\$0	-\$3,000	-\$2,850	-\$3,540	24.2%
Total Public Safety:	\$21,882	\$11,774	\$410,535	\$407,685	\$335,000	-17.8%
Total Expenditures:	\$21,882	\$11,774	\$410,535	\$407,685	\$335,000	-17.8%

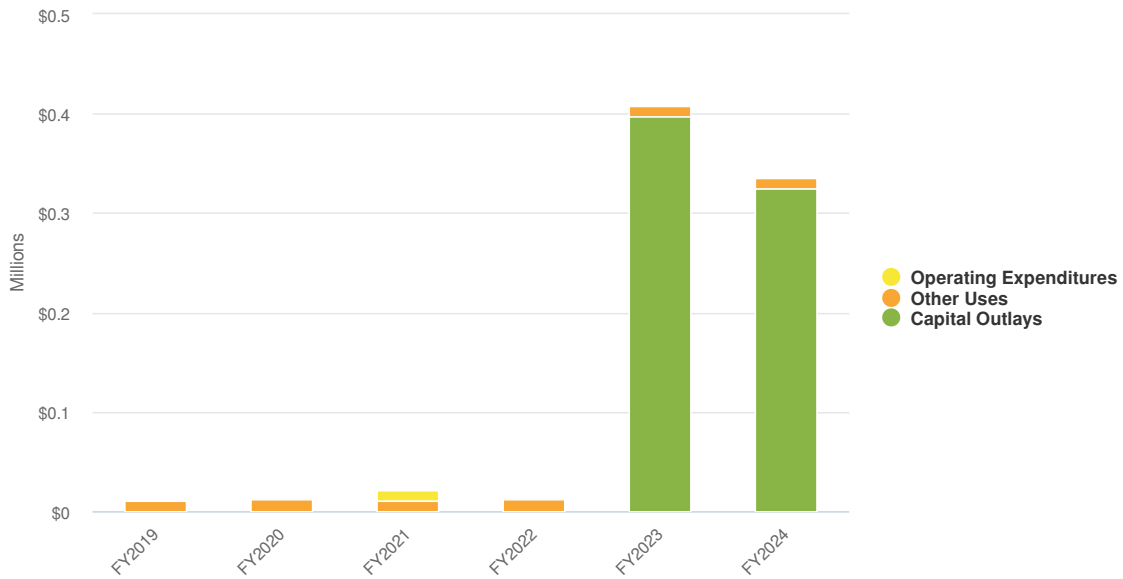


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Operating Expenditures						
OTHER CURRENT CHARGES OB	\$11,620	\$0	\$400,000	\$0	\$0	0%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Total Operating Expenditures:	\$11,620	\$0	\$400,000	\$0	\$0	0%
Capital Outlays						
CAPITAL OUTLAY	\$0	\$0	\$0	\$396,995	\$325,000	-18.1%
Total Capital Outlays:	\$0	\$0	\$0	\$396,995	\$325,000	-18.1%
Other Uses						
TRANSFER TO DEBT SERVICE	\$12,319	\$11,774	\$13,535	\$13,540	\$13,540	0%
TRANSFER OUT (RZEDB INT REBATE)	-\$2,057	\$0	-\$3,000	-\$2,850	-\$3,540	24.2%
Total Other Uses:	\$10,262	\$11,774	\$10,535	\$10,690	\$10,000	-6.5%
Total Expense Objects:	\$21,882	\$11,774	\$410,535	\$407,685	\$335,000	-17.8%

Fund Balance

Projections



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Restricted	\$594,964	\$813,102	\$1,200,410	\$1,595,374	\$394,964
Total Fund Balance:	\$594,964	\$813,102	\$1,200,410	\$1,595,374	\$394,964

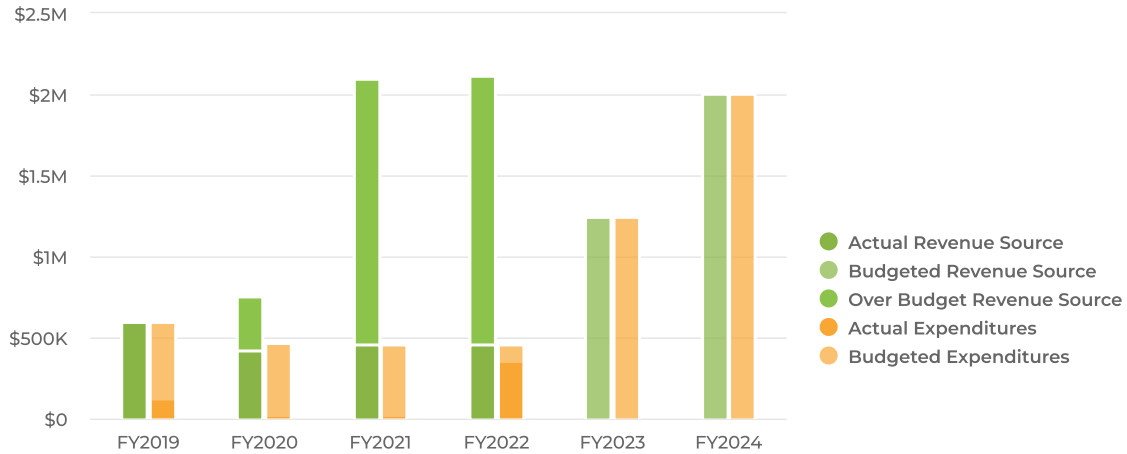




Transportation Impact Fee Fund

Summary

The City of Haines City is projecting \$2.01M of revenue in FY2024, which represents a 60.8% increase over the prior year. Budgeted expenditures are projected to increase by 60.8% or \$760K to \$2.01M in FY2024.



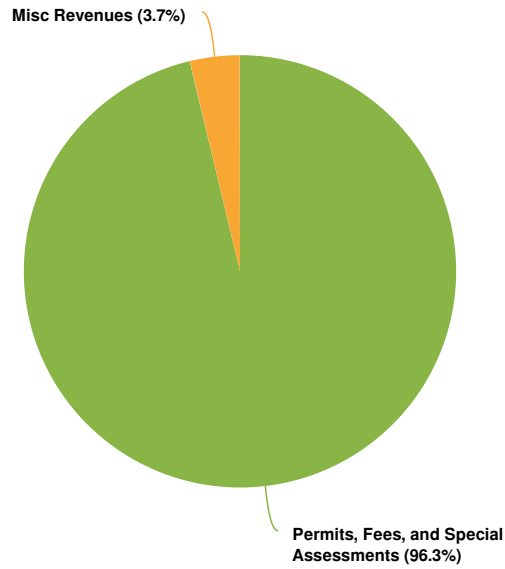
Transportation Impact Fee Fund Comprehensive Summary

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$4,201,438	N/A	N/A	\$8,047,986	N/A
Revenues					
Permits, Fees, and Special Assessments	\$2,086,823	\$2,110,130	\$450,000	\$1,250,000	\$1,935,000
Misc Revenues	\$13,035	\$10,405	\$10,000	\$0	\$75,000
Total Revenues:	\$2,099,858	\$2,120,535	\$460,000	\$1,250,000	\$2,010,000
Expenditures					
Operating Expenditures	\$26,610	-\$26,610	\$360,000	\$360,000	\$500,000
Capital Outlays	\$0	\$387,812	\$100,000	\$890,000	\$1,510,000
Total Expenditures:	\$26,610	\$361,202	\$460,000	\$1,250,000	\$2,010,000
Total Revenues Less Expenditures:	\$2,073,248	\$1,759,333	\$0	\$0	\$0
Ending Fund Balance:	\$6,274,686	N/A	N/A	\$8,047,986	N/A

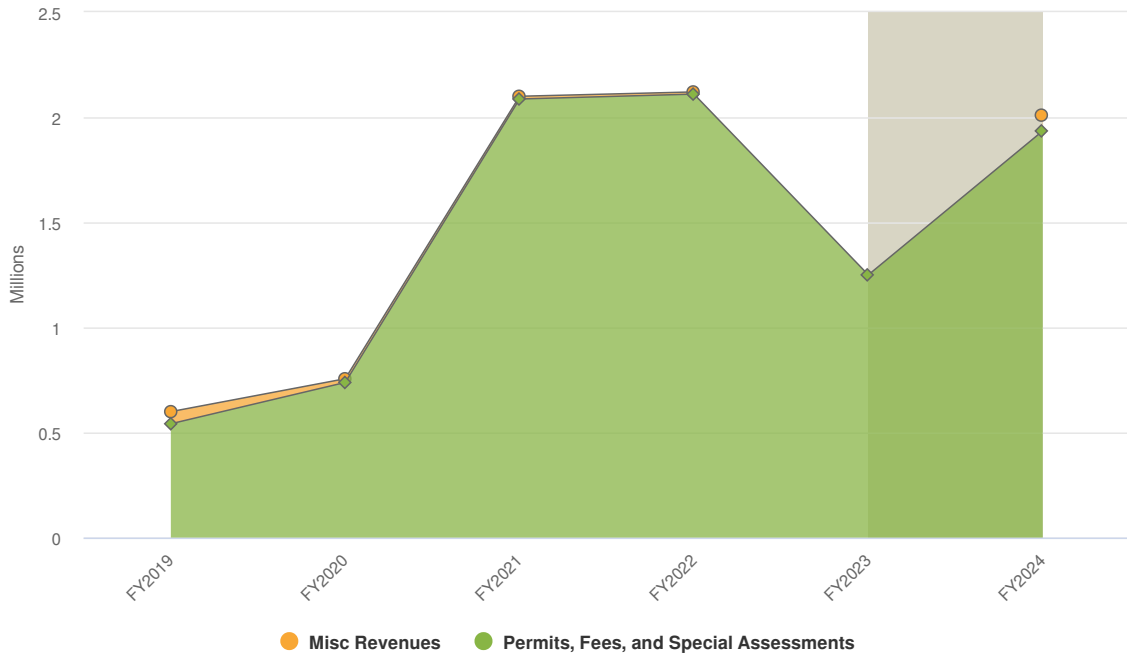


Revenues by Source

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source



Grey background indicates budgeted figures.

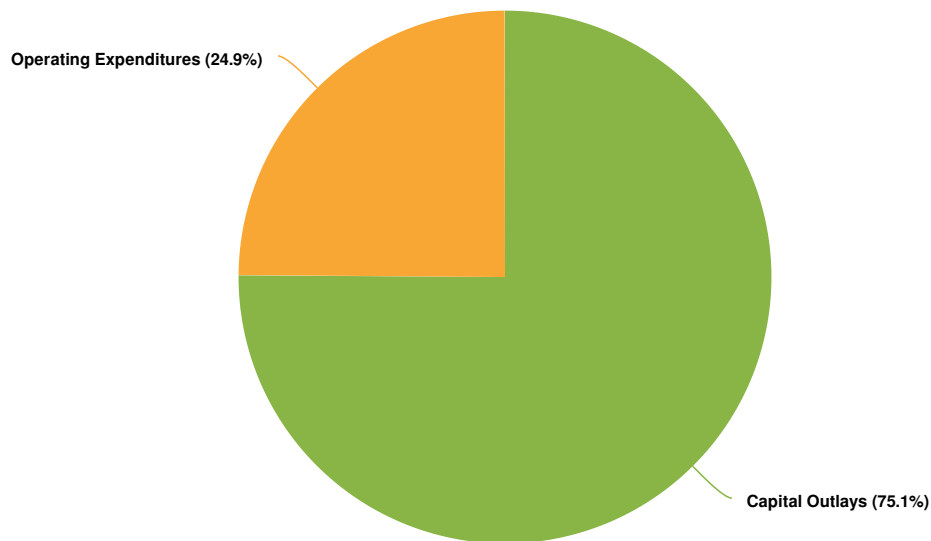
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Revenue Source						



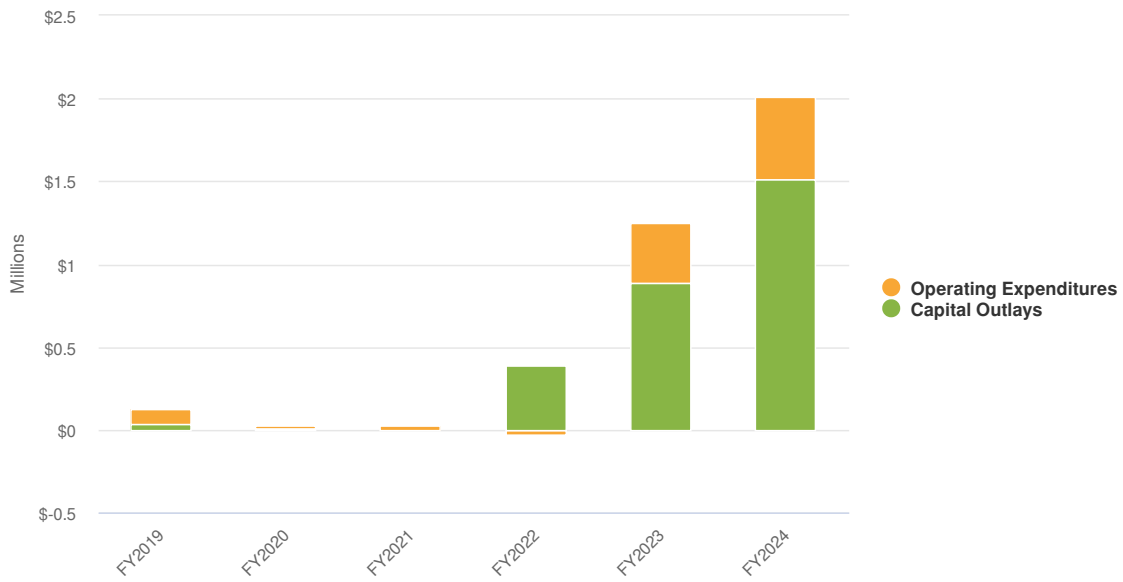
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Permits, Fees, and Special Assessments						
TRANSPORTATION IMPACT FEES (RES)	\$1,934,621	\$1,855,578	\$300,000	\$833,333	\$1,750,000	110%
TRANSPORTATION IMPACT FEES (COMM)	\$214,370	\$345,415	\$150,000	\$416,667	\$235,000	-43.6%
DEV CREDIT-TRANSPORTATION IMPACT FEES (RES)	-\$62,169	-\$90,863	\$0	\$0	-\$50,000	N/A
Total Permits, Fees, and Special Assessments:	\$2,086,823	\$2,110,130	\$450,000	\$1,250,000	\$1,935,000	54.8%
Misc Revenues						
INTEREST ON INVESTMENTS	\$13,035	\$10,405	\$10,000	\$0	\$75,000	N/A
Total Misc Revenues:	\$13,035	\$10,405	\$10,000	\$0	\$75,000	N/A
Total Revenue Source:	\$2,099,858	\$2,120,535	\$460,000	\$1,250,000	\$2,010,000	60.8%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



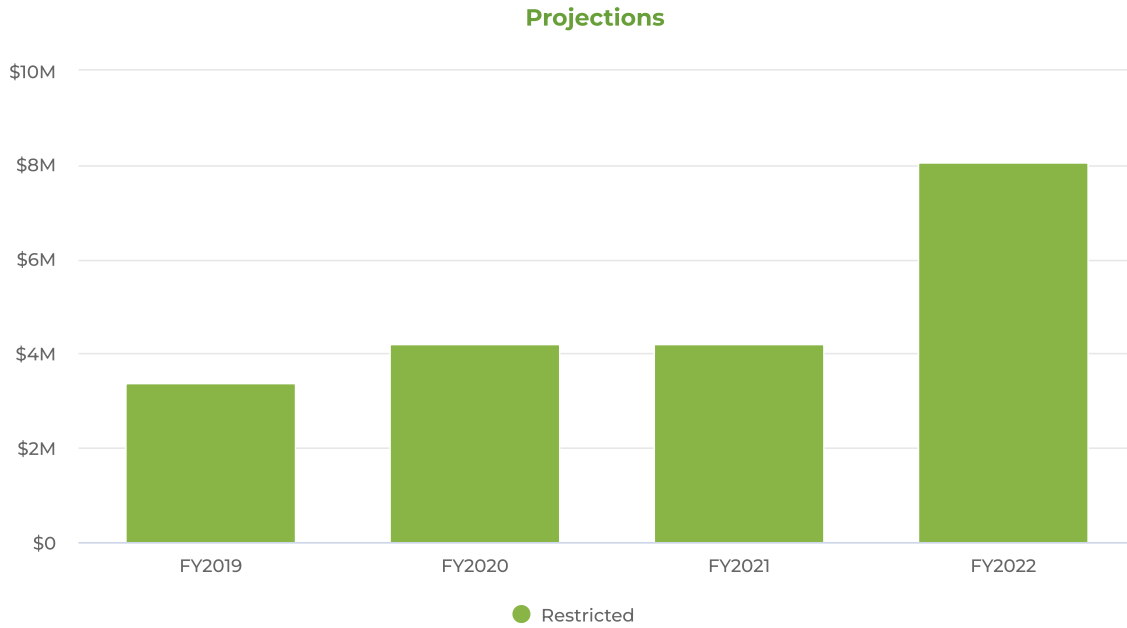
Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Operating Expenditures						
Transportation						
PROFESSIONAL SERVICES	\$26,610	-\$26,610	\$360,000	\$360,000	\$500,000	38.9%
Total Transportation:	\$26,610	-\$26,610	\$360,000	\$360,000	\$500,000	38.9%
Total Operating Expenditures:	\$26,610	-\$26,610	\$360,000	\$360,000	\$500,000	38.9%
Capital Outlays						
Transportation						
IMPROVEMENTS OTHER THAN BUILDINGS	\$0	\$387,812	\$100,000	\$890,000	\$1,510,000	69.7%
Total Transportation:	\$0	\$387,812	\$100,000	\$890,000	\$1,510,000	69.7%
Total Capital Outlays:	\$0	\$387,812	\$100,000	\$890,000	\$1,510,000	69.7%
Total Expense Objects:	\$26,610	\$361,202	\$460,000	\$1,250,000	\$2,010,000	60.8%



Fund Balance



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Restricted	\$3,361,338	\$4,201,438	\$4,201,438	\$8,047,986	\$3,846,548
Total Fund Balance:	\$3,361,338	\$4,201,438	\$4,201,438	\$8,047,986	\$3,846,548

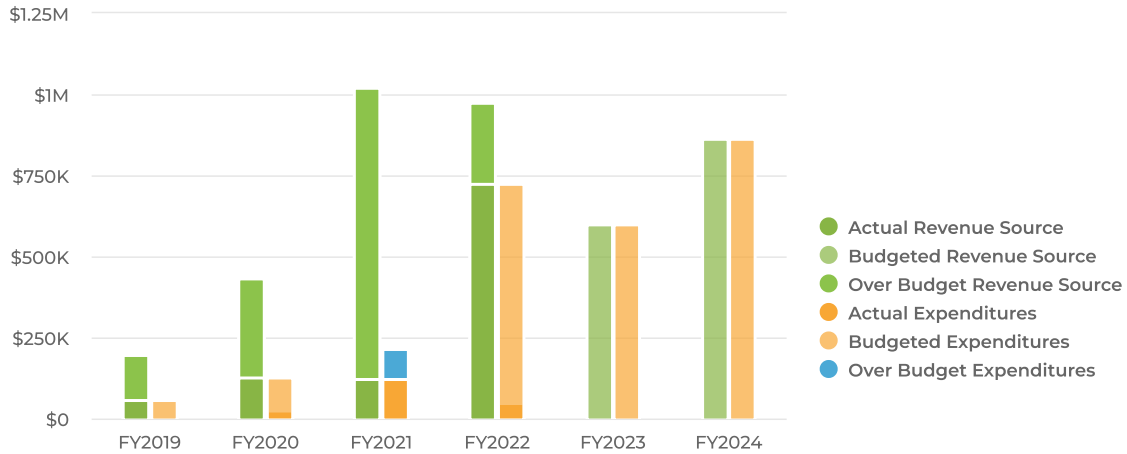




Recreation Impact Fee Fund

Summary

The City of Haines City is projecting \$865K of revenue in FY2024, which represents a 44.2% increase over the prior year. Budgeted expenditures are projected to increase by 44.2% or \$265K to \$865K in FY2024.



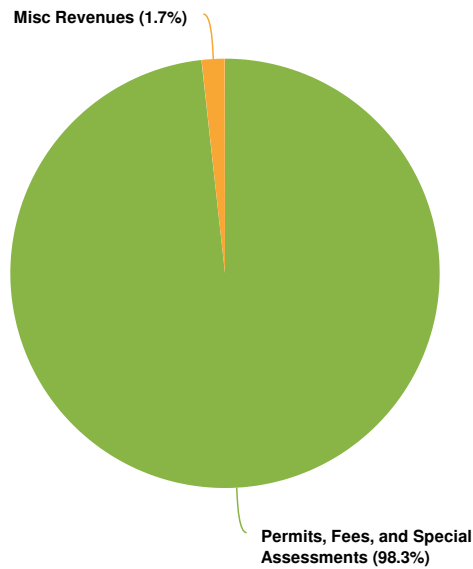
Recreation Impact Fee Fund Comprehensive Summary

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$888,763	N/A	N/A	\$2,619,884	N/A
Revenues					
Permits, Fees, and Special Assessments	\$1,018,001	\$971,460	\$600,000	\$600,000	\$850,000
Misc Revenues	\$3,314	\$3,189	\$750	\$0	\$15,000
Other Sources	\$0	\$0	\$125,000	\$0	\$0
Total Revenues:	\$1,021,315	\$974,649	\$725,750	\$600,000	\$865,000
Expenditures					
Operating Expenditures	\$216,175	\$48,668	\$725,750	\$600,000	\$865,000
Total Expenditures:	\$216,175	\$48,668	\$725,750	\$600,000	\$865,000
Total Revenues Less Expenditures:	\$805,140	\$925,981	\$0	\$0	\$0
Ending Fund Balance:	\$1,693,903	N/A	N/A	\$2,619,884	N/A

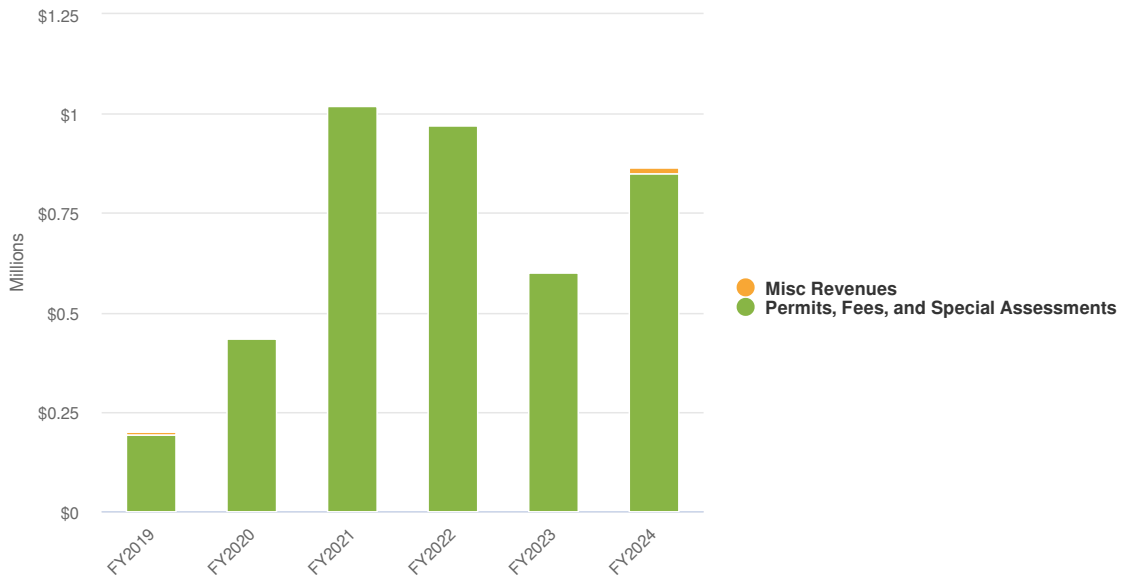


Revenues by Source

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source



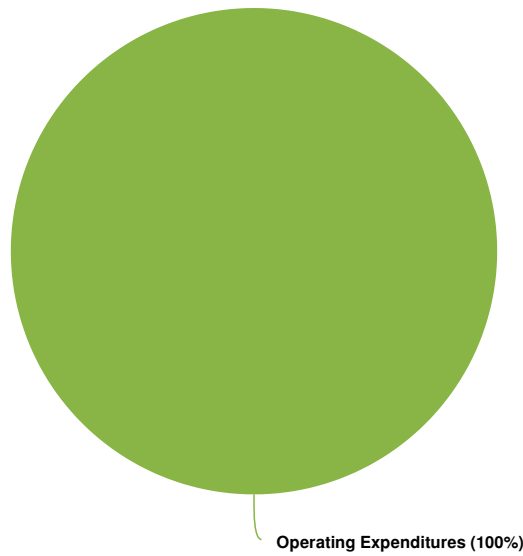
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Revenue Source						
Permits, Fees, and Special Assessments						
RECREATION IMPACT FEES (RES)	\$1,019,248	\$971,460	\$600,000	\$600,000	\$850,000	41.7%
DEV CREDIT-RECREATION IMPACT FEES	-\$1,247	\$0	\$0	\$0	\$0	0%



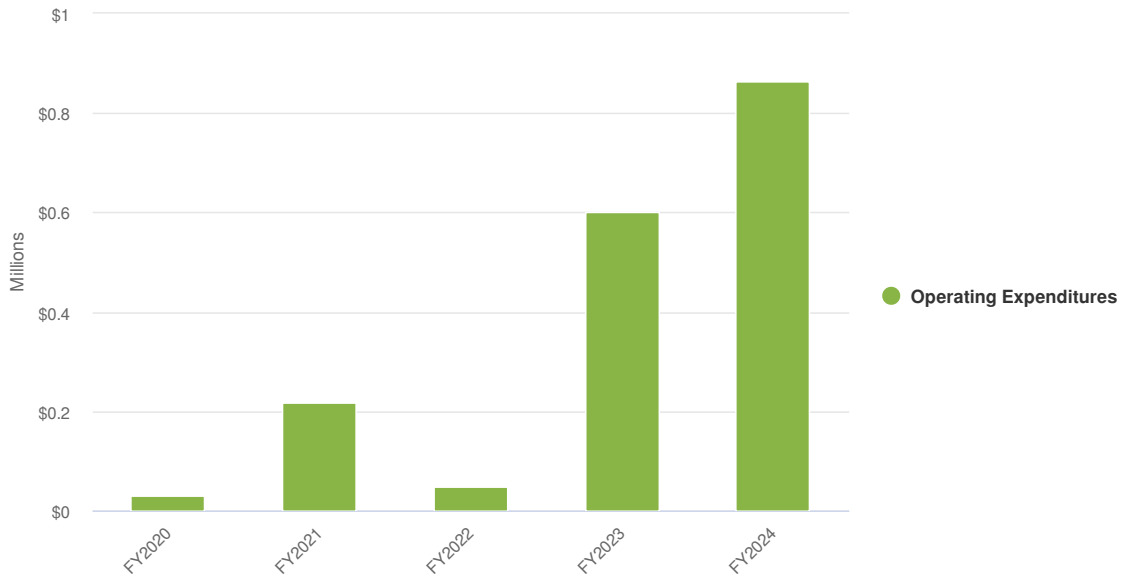
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Total Permits, Fees, and Special Assessments:	\$1,018,001	\$971,460	\$600,000	\$600,000	\$850,000	41.7%
Misc Revenues						
INTEREST ON INVESTMENTS	\$3,314	\$3,189	\$750	\$0	\$15,000	N/A
Total Misc Revenues:	\$3,314	\$3,189	\$750	\$0	\$15,000	N/A
Other Sources						
OTHER NONOPERATING SOURCES	\$0	\$0	\$125,000	\$0	\$0	0%
Total Other Sources:	\$0	\$0	\$125,000	\$0	\$0	0%
Total Revenue Source:	\$1,021,315	\$974,649	\$725,750	\$600,000	\$865,000	44.2%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type

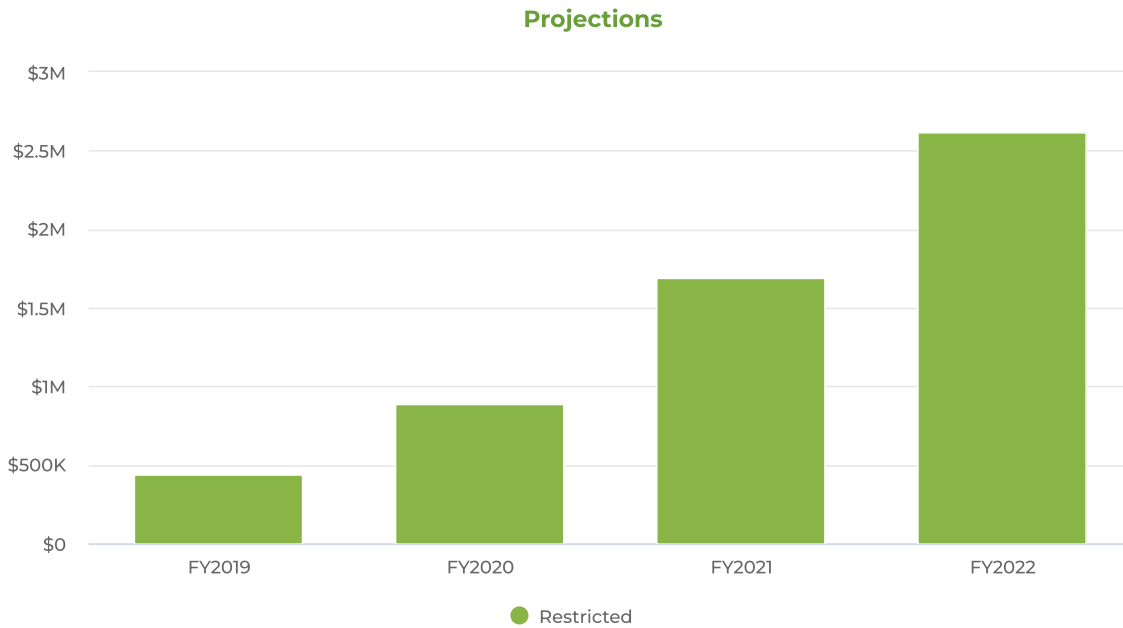


Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Operating Expenditures						
Culture and Recreation						
PROFESSIONAL SERVICES	\$0	\$0	\$600,000	\$600,000	\$865,000	44.2%
OTHER CURRENT CHARGES OB	\$216,175	\$48,668	\$125,750	\$0	\$0	0%
Total Culture and Recreation:	\$216,175	\$48,668	\$725,750	\$600,000	\$865,000	44.2%
Total Operating Expenditures:	\$216,175	\$48,668	\$725,750	\$600,000	\$865,000	44.2%
Total Expense Objects:	\$216,175	\$48,668	\$725,750	\$600,000	\$865,000	44.2%

Fund Balance



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Restricted	\$440,204	\$888,763	\$1,693,903	\$2,619,884	\$925,981
Total Fund Balance:	\$440,204	\$888,763	\$1,693,903	\$2,619,884	\$925,981





Library Impact Fee Fund

Summary

The City of Haines City is projecting \$393.5K of revenue in FY2024, which represents a 497.6% increase over the prior year. Budgeted expenditures are projected to increase by 497.6% or \$327.65K to \$393.5K in FY2024.



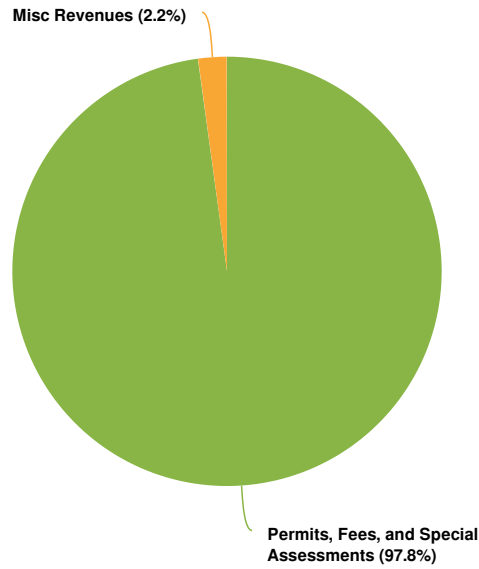
Library Impact Fee Fund Comprehensive Summary

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$541,739	N/A	N/A	\$1,460,111	N/A
Revenues					
Permits, Fees, and Special Assessments	\$467,701	\$446,866	\$65,000	\$65,000	\$385,000
Misc Revenues	\$1,963	\$1,843	\$850	\$850	\$8,500
Total Revenues:	\$469,664	\$448,709	\$65,850	\$65,850	\$393,500
Expenditures					
Operating Expenditures	\$0	\$0	\$65,850	\$65,850	\$393,500
Total Expenditures:	\$0	\$0	\$65,850	\$65,850	\$393,500
Total Revenues Less Expenditures:	\$469,664	\$448,709	\$0	\$0	\$0
Ending Fund Balance:	\$1,011,403	N/A	N/A	\$1,460,111	N/A

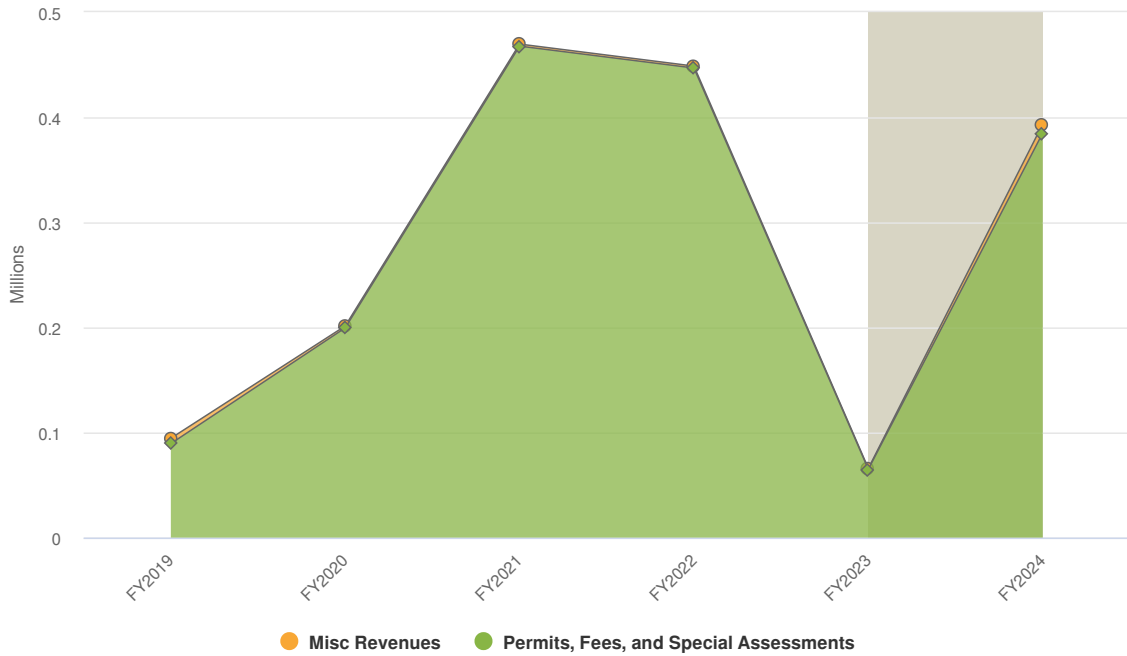


Revenues by Source

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source



Grey background indicates budgeted figures.

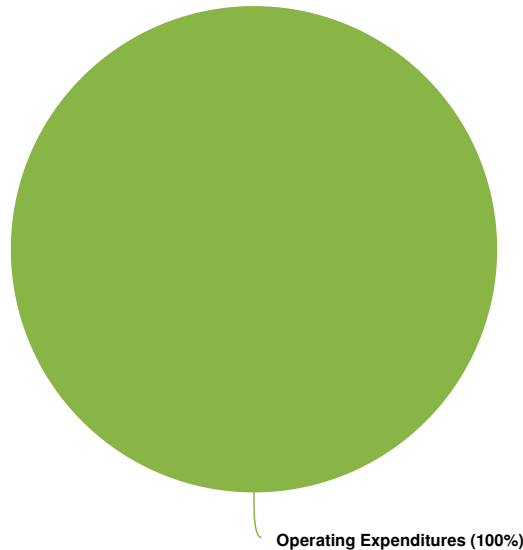
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Revenue Source						



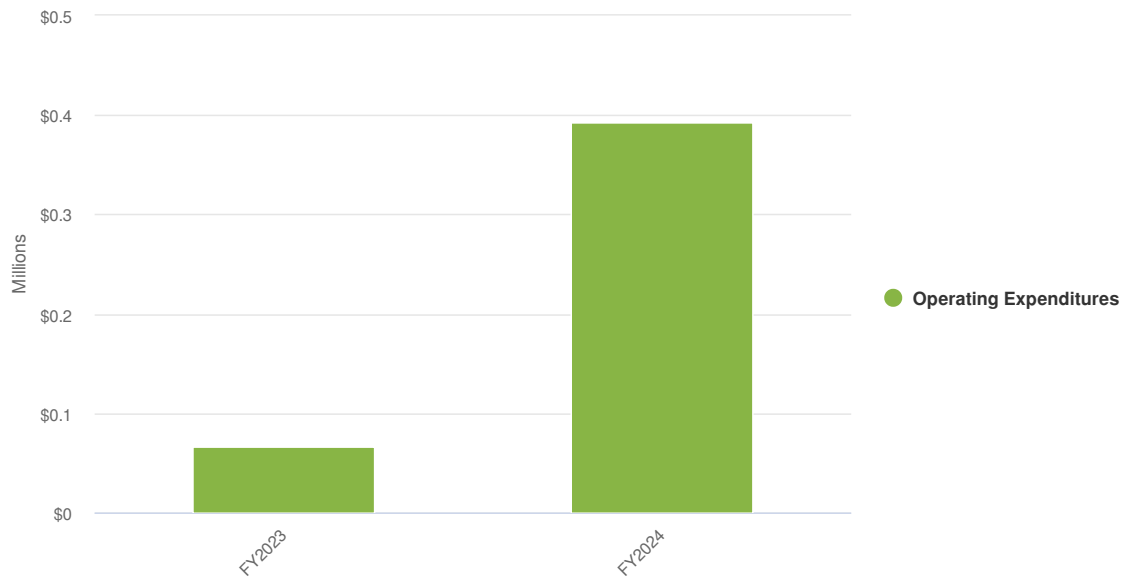
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Permits, Fees, and Special Assessments						
LIBRARY IMPACT FEES (RES)	\$468,848	\$446,866	\$65,000	\$65,000	\$385,000	492.3%
DEV CREDIT-LIBRARY IMPACT FEES (RES)	-\$1,147	\$0	\$0	\$0	\$0	0%
Total Permits, Fees, and Special Assessments:	\$467,701	\$446,866	\$65,000	\$65,000	\$385,000	492.3%
Misc Revenues						
INTEREST ON INVESTMENTS	\$1,963	\$1,843	\$850	\$850	\$8,500	900%
Total Misc Revenues:	\$1,963	\$1,843	\$850	\$850	\$8,500	900%
Total Revenue Source:	\$469,664	\$448,709	\$65,850	\$65,850	\$393,500	497.6%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Operating Expenditures						
Culture and Recreation						
OTHER CURRENT CHARGES OB	\$0	\$0	\$65,850	\$65,850	\$393,500	497.6%
Total Culture and Recreation:	\$0	\$0	\$65,850	\$65,850	\$393,500	497.6%
Total Operating Expenditures:	\$0	\$0	\$65,850	\$65,850	\$393,500	497.6%
Total Expense Objects:	\$0	\$0	\$65,850	\$65,850	\$393,500	497.6%

Fund Balance

Projections



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Restricted	\$321,296	\$541,739	\$1,011,402	\$1,460,111	\$448,709
Total Fund Balance:	\$321,296	\$541,739	\$1,011,402	\$1,460,111	\$448,709





CRA Fund

Used to account for proceeds from certain specific revenue sources, this fund is recorded separately as directed by legal requirements, regulatory provisions, or administrative action. As with the General Fund, the primary accounting focus is on the sources of available funds and the financial activity is reported using the modified accrual basis accounting. The CRA Fund accounts for revenues received primarily from the tax increment of the special taxing district established for the purpose of revitalizing the CRA area.

CRA

HAINES CITY
COMMUNITY REDEVELOPMENT AGENCY

2024



HAINES CITY ACCELERATOR
Small Business Development Center

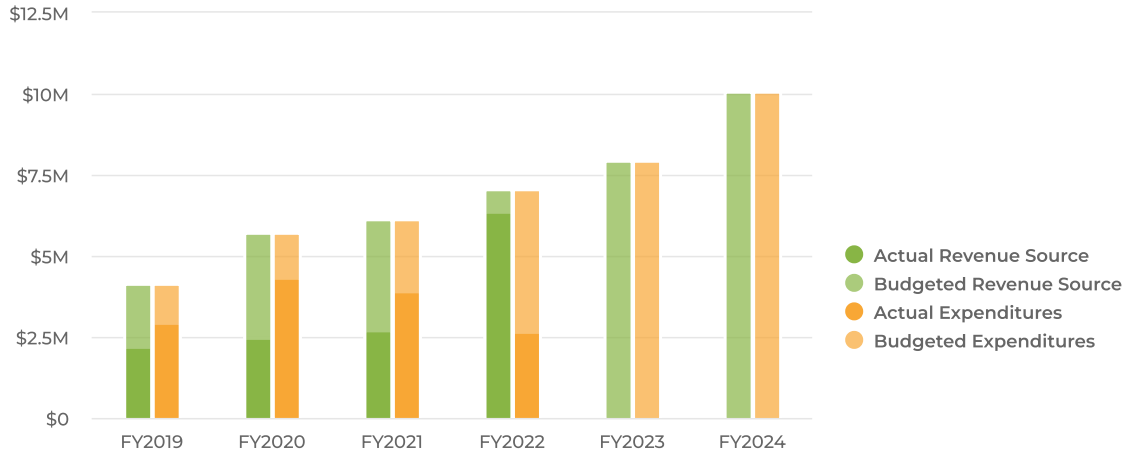


ANNUAL BUDGET



Summary

The City of Haines City is projecting \$10.09M of revenue in FY2024, which represents a 26.8% increase over the prior year. Budgeted expenditures are projected to increase by 26.8% or \$2.13M to \$10.09M in FY2024.

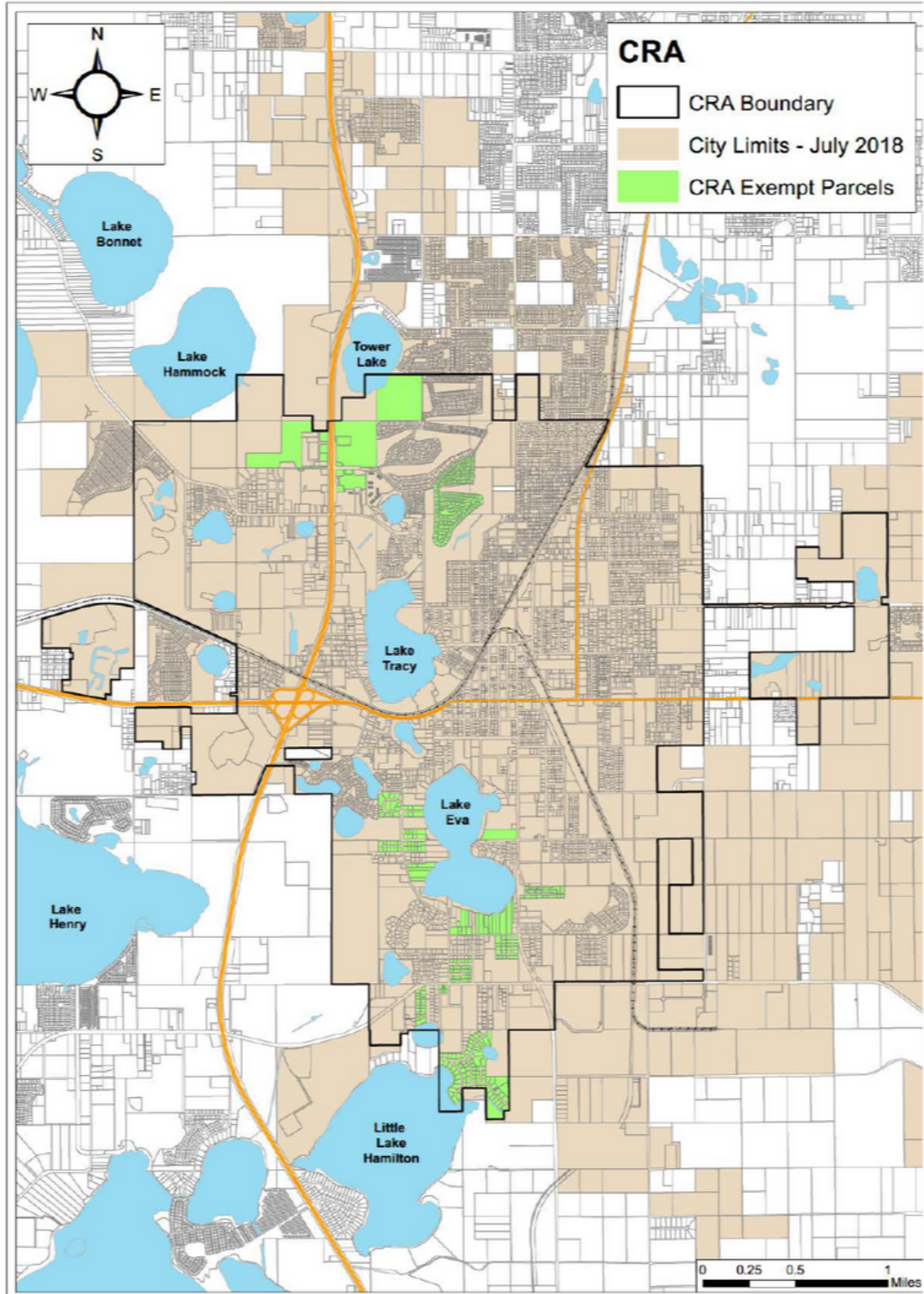


CRA Fund Comprehensive Summary

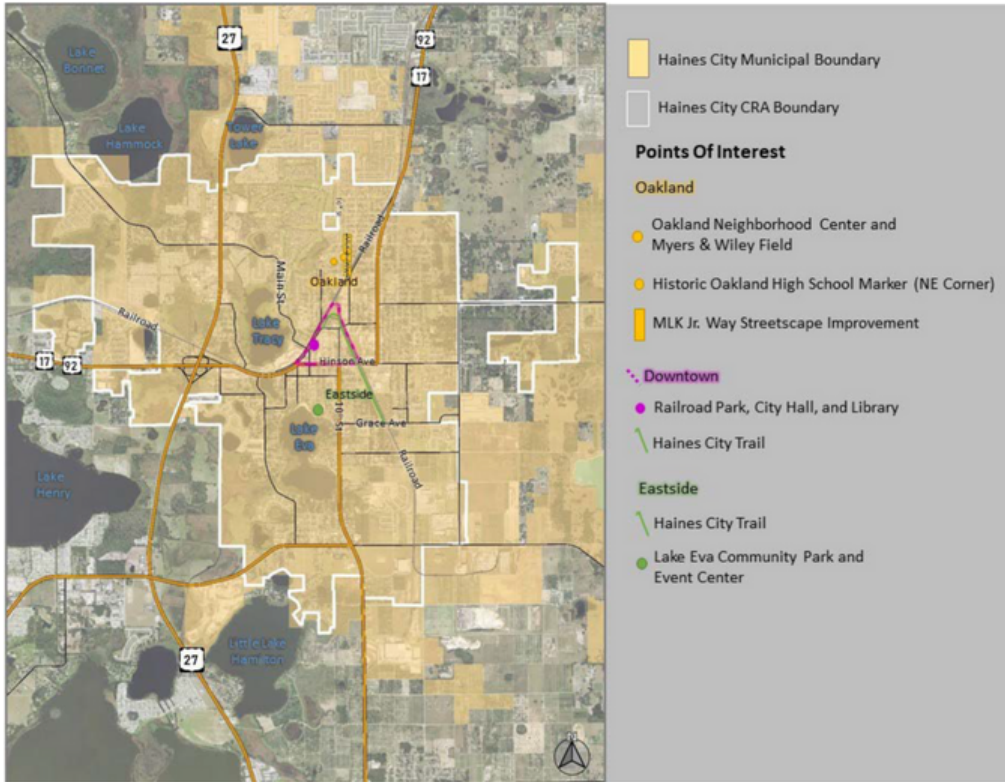
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$2,131,749	\$2,836,923	\$2,836,923	\$5,814,134	N/A
Revenues					
Taxes	\$2,718,704	\$3,022,652	\$3,175,525	\$3,647,750	\$9,727,000
Misc Revenues	\$1,979	\$16,903	\$5,000	\$5,000	\$125,000
Other Sources	\$0	\$3,371,300	\$3,905,975	\$4,300,525	\$234,000
Total Revenues:	\$2,720,683	\$6,410,855	\$7,086,500	\$7,953,275	\$10,086,000
Expenditures					
Personnel Services	\$708,961	\$534,881	\$782,745	\$1,472,370	\$918,625
Operating Expenditures	\$214,725	\$186,391	\$623,605	\$337,353	\$569,400
Capital Outlays	\$1,102,849	\$349,789	\$3,322,000	\$3,674,100	\$4,825,615
Grants and Aids	\$788,908	\$529,188	\$500,000	\$607,500	\$1,100,000
Other Uses	\$1,099,395	\$1,097,957	\$1,858,150	\$1,861,952	\$2,672,360
Total Expenditures:	\$3,914,837	\$2,698,206	\$7,086,500	\$7,953,275	\$10,086,000
Total Revenues Less Expenditures:	-\$1,194,154	\$3,712,649	\$0	\$0	\$0
Ending Fund Balance:	\$937,595	\$6,549,572	\$2,836,923	\$5,814,134	N/A



HAINES CITY - CRA MAP



CRA Points of Interest Map



2023-2024 Budget Highlights

Revenues

With the continued growth in residential housing, the 2024 CRA tax increment revenues are projected to increase by \$2,176,047.

- New District 46 & 47 Revenue Ledger Accounts

Expenditures

New Personnel

- CRA Project Coordinator
- (2) CRA COPS

****New Departments***

- *Community Branding & Marketing
- CRA Economic Development Operations
- *CRA District 46
- *CRA District 47
- CRA Parks & Streetscape
- CRA Banquet Hall

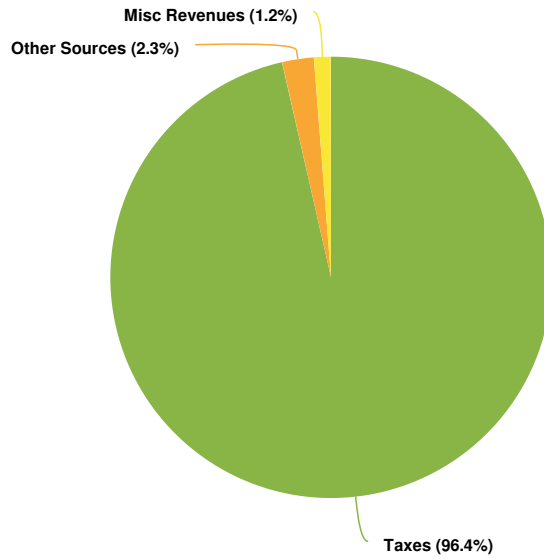
Other

- New Connectivity Line Items
- New Wayfinding & Gateway Line Items
- New Art & Beautification Line Items
- New Business Incentive Line Items
- Recommend 4 Year Parks Labor Phase-Out
- New General Fund Administrative Transfer to Cover 10% of Executive Director, Finance, IT, & City Clerk

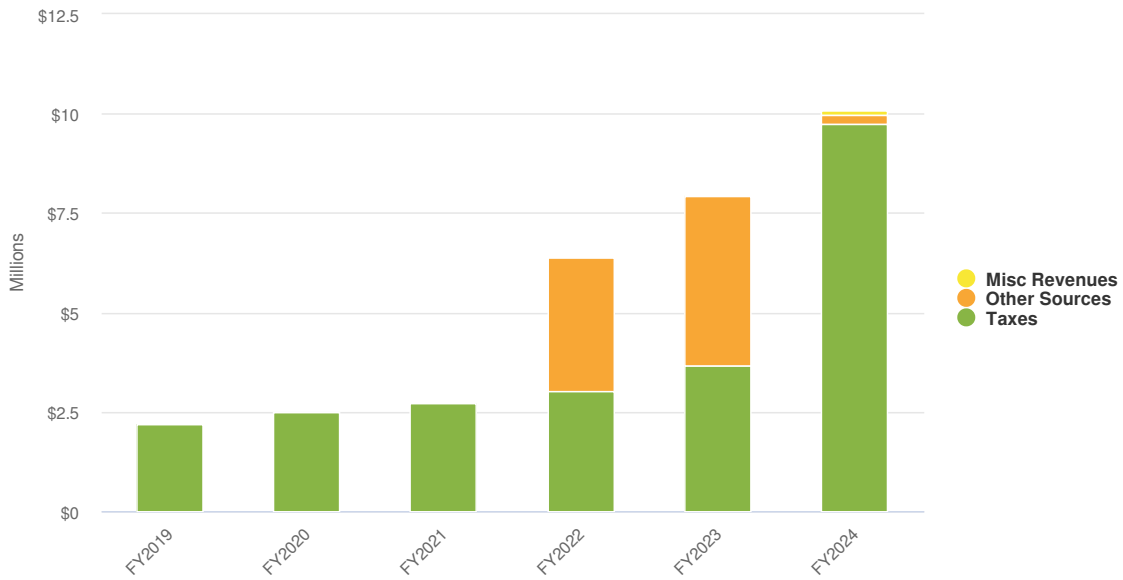


Revenues by Source

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source



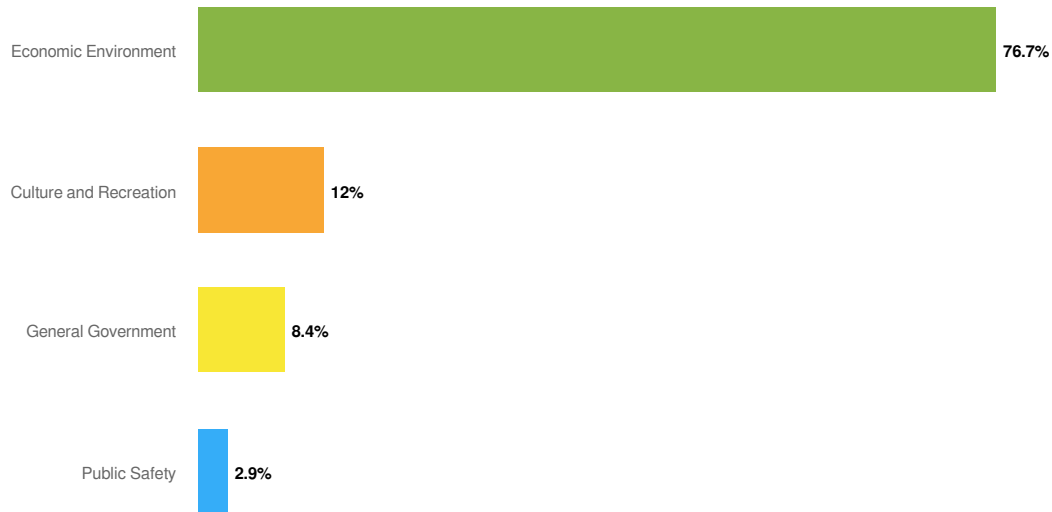
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY24 Budget Workshop #1 (CRA(City))	% Change
Revenue Source						
Taxes						
Ad Valorem Taxes						
CURRENT AD VALOREM TAXES	\$2,718,704	\$3,022,652	\$3,175,525	\$3,647,750	\$9,727,000	166.7%



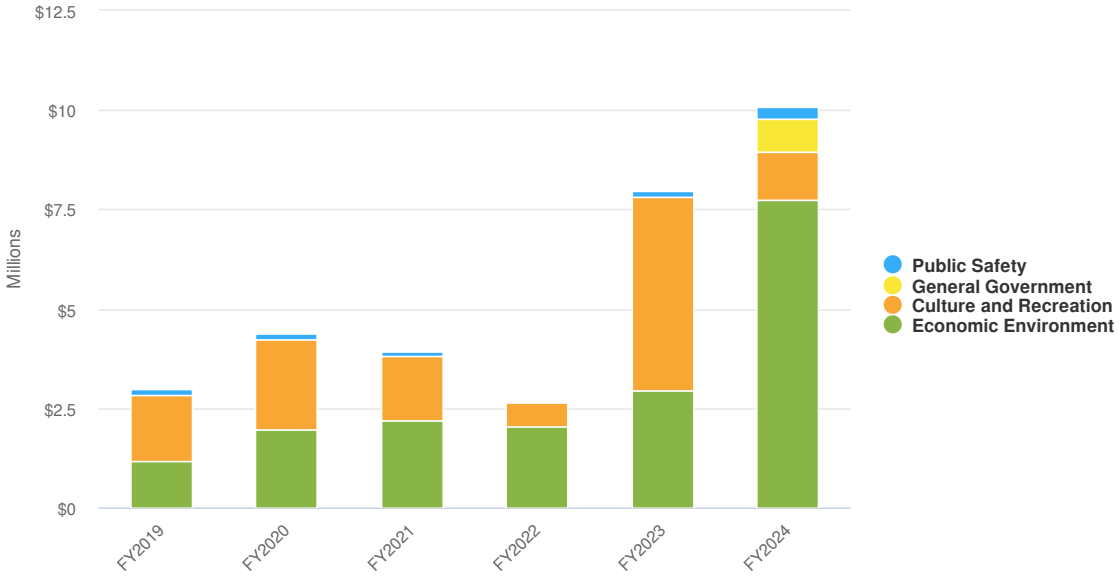
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY24 Budget Workshop #1 (CRA(City))	% Change
District 46	\$0	\$0	\$0	\$0	\$9,410,000	N/A
District 47	\$0	\$0	\$0	\$0	\$317,000	N/A
Total Ad Valorem Taxes:	\$2,718,704	\$3,022,652	\$3,175,525	\$3,647,750	\$9,727,000	166.7%
Total Taxes:	\$2,718,704	\$3,022,652	\$3,175,525	\$3,647,750	\$9,727,000	166.7%
Misc Revenues						
INTEREST ON INVESTMENTS	\$2,962	\$6,903	\$5,000	\$5,000	\$125,000	2,400%
CONTRIBUTIONS/DONATIONS - MAIN ST	-\$983	\$10,000	\$0	\$0	\$0	0%
Total Misc Revenues:	\$1,979	\$16,903	\$5,000	\$5,000	\$125,000	2,400%
Other Sources						
TRANSFER FROM G/F	\$0	\$3,371,300	\$3,371,300	\$3,800,525	\$0	-100%
PRIOR YEARS REVENUES	\$0	\$0	\$534,675	\$500,000	\$234,000	-53.2%
Total Other Sources:	\$0	\$3,371,300	\$3,905,975	\$4,300,525	\$234,000	-94.6%
Total Revenue Source:	\$2,720,683	\$6,410,855	\$7,086,500	\$7,953,275	\$10,086,000	26.8%

Expenditures by Function

Budgeted Expenditures by Function



Budgeted and Historical Expenditures by Function



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY24 Budget Workshop #1 (CRA(City))	% Change
Expenditures						
General Government						
CRA - Branding, Marketing & Communications						
COMMUNICATIONS	\$0	\$0	\$0	\$0	\$25,000	N/A
PROMOTIONAL ACTIVITIES	\$0	\$0	\$0	\$0	\$10,000	N/A
OTHER CURRENT CHARGES	\$2,341	\$0	\$0	\$0	\$0	0%
TRANSFER TO GENERAL FUND	\$0	\$0	\$761,285	\$0	\$810,500	N/A
Total CRA - Branding, Marketing & Communications:	\$2,341	\$0	\$761,285	\$0	\$845,500	N/A
Total General Government:	\$2,341	\$0	\$761,285	\$0	\$845,500	N/A
Public Safety						
CRA - Community Policing						
REGULAR SALARY	\$52,308	\$40,916	\$94,000	\$99,000	\$160,000	61.6%
OVERTIME	\$3,478	\$1,905	\$5,000	\$5,000	\$0	-100%
INCENTIVE PAY	\$120	\$240	\$0	\$0	\$3,000	N/A
FICA TAXES	\$4,107	\$2,569	\$7,575	\$8,075	\$12,500	54.8%
RETIREMENT	\$10,141	\$7,213	\$17,130	\$18,500	\$24,000	29.7%
LIFE & HEALTH INSURANCE	\$9,605	\$10,186	\$18,640	\$20,500	\$40,000	95.1%
WORKERS COMPENSATION	\$2,632	\$3,278	\$2,240	\$3,450	\$4,500	30.4%
GAS & OIL	\$0	\$0	\$0	\$0	\$35,000	N/A
UNIFORMS	\$0	\$0	\$0	\$0	\$15,000	N/A
Total CRA - Community Policing:	\$82,391	\$66,307	\$144,585	\$154,525	\$294,000	90.3%
Total Public Safety:	\$82,391	\$66,307	\$144,585	\$154,525	\$294,000	90.3%
Economic Environment						
CRA - Economic Development Operations						
REGULAR SALARY	\$0	\$132,762	\$143,165	\$154,500	\$230,000	48.9%
OVERTIME	\$0	\$0	\$10,955	\$0	\$3,000	N/A
FICA TAXES	\$0	\$10,217	\$14,320	\$13,955	\$17,500	25.4%
RETIREMENT	\$0	\$14,976	\$27,960	\$18,150	\$34,000	87.3%
LIFE & HEALTH INSURANCE	\$0	\$16,210	\$3,365	\$33,250	\$40,000	20.3%
WORKERS COMPENSATION	\$0	\$0	\$0	\$7,500	\$2,500	-66.7%
PROFESSIONAL SERVICES	\$0	\$102,251	\$220,000	\$100,000	\$125,000	25%
OTHER CONTRACTUAL SERVICES	\$0	\$0	\$5,000	\$5,000	\$5,000	0%
TRAVEL & PER DIEM	\$0	\$80	\$4,000	\$4,000	\$4,000	0%
COMMUNICATION SERVICES	\$0	\$2,845	\$2,000	\$2,000	\$2,000	0%
FREIGHT & POSTAGE SERVICES	\$0	\$18	\$300	\$300	\$300	0%
UTILITY SERVICES	\$427	\$102	\$7,500	\$7,500	\$7,500	0%
RENTALS & LEASES	\$7,200	\$1,800	\$2,500	\$2,500	\$2,500	0%
REPAIR & MAINTENANCE	\$0	\$0	\$500	\$500	\$500	0%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY24 Budget Workshop #1 (CRA(City))	% Change
PRINTING & BINDING	\$0	\$193	\$200	\$200	\$200	0%
PROMOTIONAL ACTIVITIES	\$720	\$1,327	\$1,000	\$1,000	\$1,000	0%
OTHER CURRENT CHARGES OB	\$0	\$3,116	\$60,710	\$18,250	\$18,250	0%
CONTINGENCY	\$0	\$0	\$154,895	\$50,000	\$50,000	0%
OFFICE SUPPLIES	\$0	\$992	\$1,000	\$1,000	\$1,000	0%
OPERATING SUPPLIES	\$0	\$9,318	\$20,000	\$50,000	\$10,000	-80%
GAS & OIL	\$0	\$0	\$0	\$2,500	\$2,500	0%
UNIFORMS	\$0	\$0	\$0	\$650	\$650	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$0	\$1,414	\$3,000	\$3,000	\$3,000	0%
TRAINING	\$1,079	\$260	\$9,000	\$9,000	\$9,000	0%
LAND	\$305,013	-\$185	\$300,000	\$0	\$0	0%
IMPROVEMENTS OTHER THAN BUILDINGS	\$0	\$114,496	\$150,000	\$0	\$0	0%
CAPITAL OUTLAY- TECH	\$0	\$0	\$0	\$500	\$0	-100%
AIDS TO PRIVATE ORGANIZATIONS	\$788,908	\$529,188	\$500,000	\$607,500	\$0	-100%
TRANSFER TO DEBT SERVICE	\$1,099,395	\$1,097,957	\$1,096,865	\$1,861,952	\$1,861,860	0%
Total CRA - Economic Development Operations:	\$2,202,741	\$2,039,337	\$2,738,235	\$2,954,707	\$2,431,260	-17.7%
CRA - District 46						
ART & BEAUTIFICATION	\$0	\$0	\$0	\$0	\$25,000	N/A
GRANT & AID PROGRAMS	\$0	\$0	\$0	\$0	\$100,000	N/A
DEVELOPMENT INCENTIVES	\$0	\$0	\$0	\$0	\$200,000	N/A
Total CRA - District 46:	\$0	\$0	\$0	\$0	\$325,000	N/A
CRA - District 47						
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$50,000	N/A
ART & BEAUTIFICATION	\$0	\$0	\$0	\$0	\$75,000	N/A
LAND	\$0	\$0	\$0	\$0	\$500,000	N/A
IMPROVEMENTS	\$0	\$0	\$0	\$0	\$1,850,615	N/A
CONNECTIVITY & PUBLIC SPACES	\$0	\$0	\$0	\$0	\$500,000	N/A
WAYFINDING & GATEWAY SIGNAGE	\$0	\$0	\$0	\$0	\$1,200,000	N/A
GRANT & AID PROGRAMS	\$0	\$0	\$0	\$0	\$600,000	N/A
DEVELOPMENT INCENTIVES	\$0	\$0	\$0	\$0	\$200,000	N/A
Total CRA - District 47:	\$0	\$0	\$0	\$0	\$4,975,615	N/A
Total Economic Environment:	\$2,202,741	\$2,039,337	\$2,738,235	\$2,954,707	\$7,731,875	161.7%
Culture and Recreation						
CRA - Parks & Streetscape Maintenance						
REGULAR SALARY	\$131,829	\$87,021	\$88,735	\$473,500	\$0	-100%



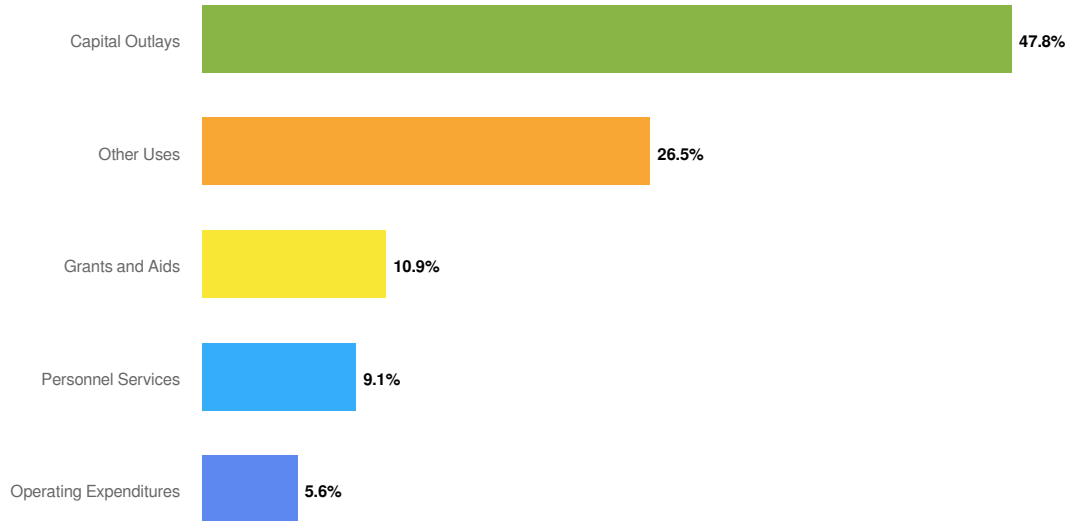
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY24 Budget Workshop #1 (CRA(City))	% Change
OVERTIME	\$6,054	\$4,496	\$5,000	\$5,000	\$0	-100%
FICA TAXES	\$10,407	\$6,937	\$7,175	\$37,000	\$0	-100%
RETIREMENT	\$12,010	\$9,152	\$9,375	\$50,000	\$0	-100%
HEALTH & LIFE INSURANCE	\$45,829	\$28,013	\$27,960	\$143,100	\$0	-100%
WORKERS COMPENSATION	\$6,511	\$3,051	\$2,085	\$30,250	\$0	-100%
REPAIRS AND MAINTENANCE	\$8,591	\$8,395	\$50,000	\$50,000	\$50,000	0%
OTHER CURRENT CHARGES OB	\$31,696	\$32,597	\$60,000	\$2,953	\$5,000	69.3%
OPERATING SUPPLIES	\$0	\$0	\$500	\$500	\$500	0%
GAS & OIL	\$0	\$0	\$0	\$5,000	\$5,000	0%
IMPROVEMENTS OTHER THAN BUILDINGS	\$11,605	\$200,301	\$2,807,000	\$2,650,000	\$775,000	-70.8%
MACHINERY & EQUIPMENT	\$43,242	\$30,648	\$0	\$948,500	\$0	-100%
CAPITAL OUTLAY - TECH	\$0	\$0	\$0	\$67,100	\$0	-100%
Total CRA - Parks & Streetscape Maintenance:	\$307,776	\$410,611	\$3,057,830	\$4,462,903	\$835,500	-81.3%
CRA - Aquatics						
REGULAR SALARY	\$196,319	\$0	\$0	\$0	\$0	0%
OVERTIME	\$390	\$0	\$0	\$0	\$0	0%
FICA TAXES	\$15,038	\$0	\$0	\$0	\$0	0%
RETIREMENT	\$3,834	\$0	\$0	\$0	\$0	0%
LIFE & HEALTH INSURANCE	\$8,375	\$0	\$0	\$0	\$0	0%
WORKERS' COMPENSATION	\$8,970	\$0	\$0	\$0	\$0	0%
PROFESSIONAL SERVICES	\$22,524	\$0	\$0	\$0	\$0	0%
TRAVEL & PER DIEM	\$1,713	\$0	\$0	\$0	\$0	0%
COMMUNICATIONS	\$1,724	\$0	\$0	\$0	\$0	0%
FREIGHT & POSTAGE SERVICES	\$360	\$0	\$0	\$0	\$0	0%
UTILITY SERVICES	\$24,961	\$367	\$0	\$0	\$0	0%
RENTALS & LEASES	\$2,303	\$0	\$0	\$0	\$0	0%
REPAIR & MAINTENANCE	\$20,585	\$0	\$0	\$0	\$0	0%
PROMOTIONAL ACTIVITIES	\$115	\$0	\$0	\$0	\$0	0%
OTHER CURRENT CHARGES OB	\$9,994	\$0	\$0	\$0	\$0	0%
OFFICE SUPPLIES	\$973	\$0	\$0	\$0	\$0	0%
OPERATING SUPPLIES	\$56,099	\$0	\$0	\$0	\$0	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$2,512	\$0	\$0	\$0	\$0	0%
TRAINING	\$1,671	\$0	\$0	\$0	\$0	0%
IMPROVEMENTS OTHER THAN BUILDINGS	\$422,652	\$0	\$65,000	\$0	\$0	0%
CAPITAL OUTLAY	\$47,512	\$4,528	\$0	\$0	\$0	0%
CAPITAL OUTLAY- TECH	\$123,396	\$0	\$0	\$0	\$0	0%
Total CRA - Aquatics:	\$972,019	\$4,895	\$65,000	\$0	\$0	0%
CRA - Banquet Hall						



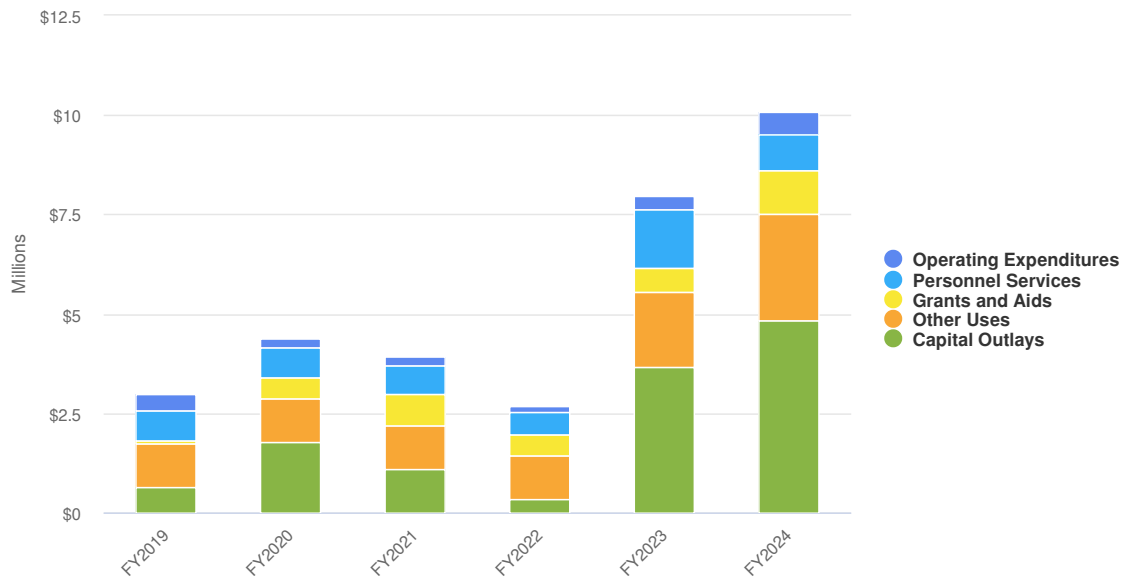
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY24 Budget Workshop #1 (CRA(City))	% Change
REGULAR SALARY	\$120,433	\$96,823	\$207,795	\$236,795	\$225,000	-5%
OVERTIME	\$6,515	\$9,137	\$5,000	\$5,000	\$2,500	-50%
FICA TAXES	\$9,706	\$8,173	\$15,895	\$18,295	\$17,500	-4.3%
RETIREMENT	\$10,714	\$10,601	\$17,890	\$20,450	\$33,000	61.4%
LIFE & HEALTH INSURANCE	\$28,058	\$23,849	\$46,600	\$61,325	\$61,325	0%
WORKERS' COMPENSATION	\$5,576	\$7,157	\$4,885	\$9,775	\$8,300	-15.1%
REPAIR & MAINTENANCE	\$16,808	\$19,996	\$20,000	\$20,000	\$30,000	50%
OTHER CURRENT CHARGES OB	\$330	\$1,320	\$1,500	\$1,500	\$1,500	0%
CAPITAL OUTLAY	\$35,066	\$0	\$0	\$0	\$0	0%
CAPITAL OUTLAY- TECH	\$114,363	\$0	\$0	\$8,000	\$0	-100%
Total CRA - Banquet Hall:	\$347,570	\$177,056	\$319,565	\$381,140	\$379,125	-0.5%
Total Culture and Recreation:	\$1,627,364	\$592,562	\$3,442,395	\$4,844,043	\$1,214,625	-74.9%
Total Expenditures:	\$3,914,837	\$2,698,206	\$7,086,500	\$7,953,275	\$10,086,000	26.8%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY24 Budget Workshop #1 (CRA(City))	% Change
Expense Objects						
Personnel Services	\$708,961	\$534,881	\$782,745	\$1,472,370	\$918,625	-37.6%
Operating Expenditures	\$214,725	\$186,391	\$623,605	\$337,353	\$569,400	68.8%
Capital Outlays	\$1,102,849	\$349,789	\$3,322,000	\$3,674,100	\$4,825,615	31.3%
Grants and Aids	\$788,908	\$529,188	\$500,000	\$607,500	\$1,100,000	81.1%
Other Uses	\$1,099,395	\$1,097,957	\$1,858,150	\$1,861,952	\$2,672,360	43.5%
Total Expense Objects:	\$3,914,837	\$2,698,206	\$7,086,500	\$7,953,275	\$10,086,000	26.8%



2024 MAJOR PROJECTS

CAPITAL PROJECTS

District 47

- Marquee Replacement - Hinson \$75,000
- Main Street Sidewalk Project \$150,000
- Lake Eva Beachfront Project - Pavilions & Retention/Sitting Wall \$175,000
- Peninsular Sidewalk Project \$200,615
- Robinson Drive Complete Street Project \$1,250,000

Parks & Recreation

- New Tennis Court Lighting Courts 5&6 \$140,000
- Ben W graham Park Playground Enhancements \$265,000
- Lake Eva Playground Enhancements \$370,000

CONNECTIVITY & PUBLIC SPACES

Having multi-modal connections throughout the CRA and to neighboring areas helps to bring customers to business and allows residents to get around easily. In addition to connectivity, public spaces are a very strong pillar in a community, and with some additional investment in the public realm, the CRA can improve itself with gathering spaces, trails and enhanced streetscapes. A SunRail station should be continued to be pursued and a long-term policy for ride-share (FDOT grant potential) and bike-share should be discussed with the city although it may not be a CRA project. Connect the Community!

- Grace Avenue Multi-Use Path \$50,000
- Railroad Park Activation \$200,000
- Sunrail Station Infrastructure Design & Planning \$250,000

CONNECTIVITY & PUBLIC SPACES

PROJECTS

▶ **Grace Avenue Multi-Use Path****

A multi-use trail including appropriate landscape along Grace Avenue from Lake Eva Community Park to the Haines City Trail should be explored and eventually constructed.

▶ **5th Street or 6th Street Multi-Use Path****

A multi-use trail including appropriate landscape along 5th Street or 6th Street from the Haines City Trail to Lake Eva Community Park should be explored and eventually constructed.

▶ **8th Street Multi-Use Path****

A multi-use trail including appropriate landscape along 8th Street or Dr. Martin L. King Jr. Way from the Oakland Neighborhood Center to the Haines City Trail and eventually Lake Eva Community Park should be explored and eventually constructed.

▶ **Railroad Park Activation****

Railroad Park is a lovely passive park that could be more activated by including a water feature and a kiosk for light food and beverage options.

▶ **Urban Infill Plazas****

There are a few vacant lots in Downtown that could be aesthetically improved to enhance their physical appearance by becoming small urban plazas with café tables and chairs and other improvements.

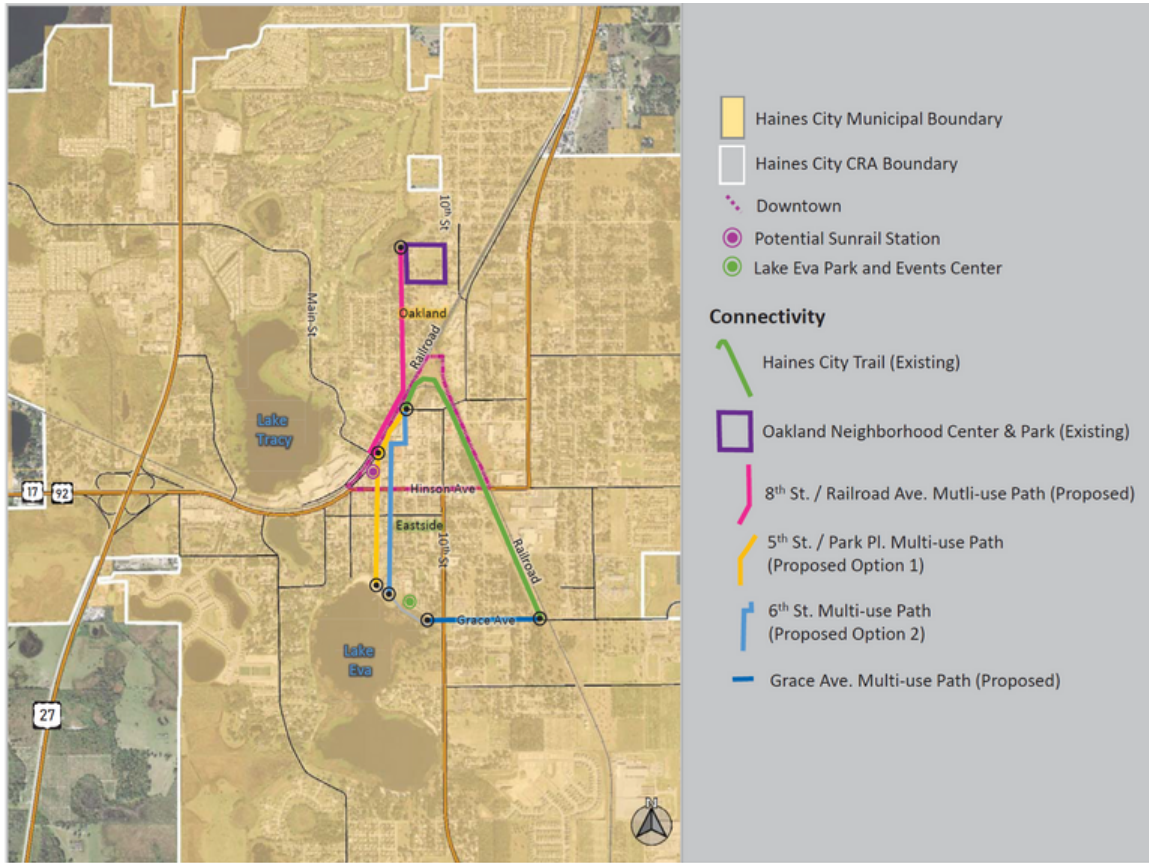
▶ **US 17-92 Complete Streets Initiative****

The Florida Department of Transportation (FDOT) District One is proposing safety improvements on State Road (SR) 600 (US 17/92) from Hinson Avenue to McKeown Avenue in Haines City. The project proposes replacing the two-way, left turn lane with a raised grass median on SR 600 from Hinson Avenue to McKeown Avenue. The CRA should approach FDOT, the City, and County to implement complete streets initiative along US 17-92 from Baker Avenue to Hinson Avenue by creating conceptual design and ultimately construct complete streets elements including but not limited to protected bike lanes, shade trees, and wide sidewalks.

▶ **Sunrail Station****

Assist with purchase and construction of the Sunrail Station infrastructure for expansion of the commuter rail line to Haines City.



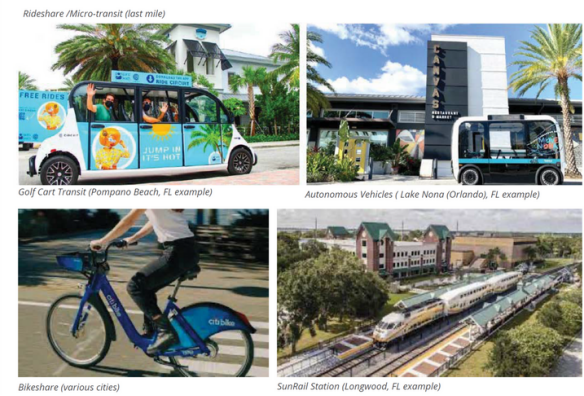


CONNECTIVITY & PUBLIC SPACES
EXAMPLES & INSPIRATIONS

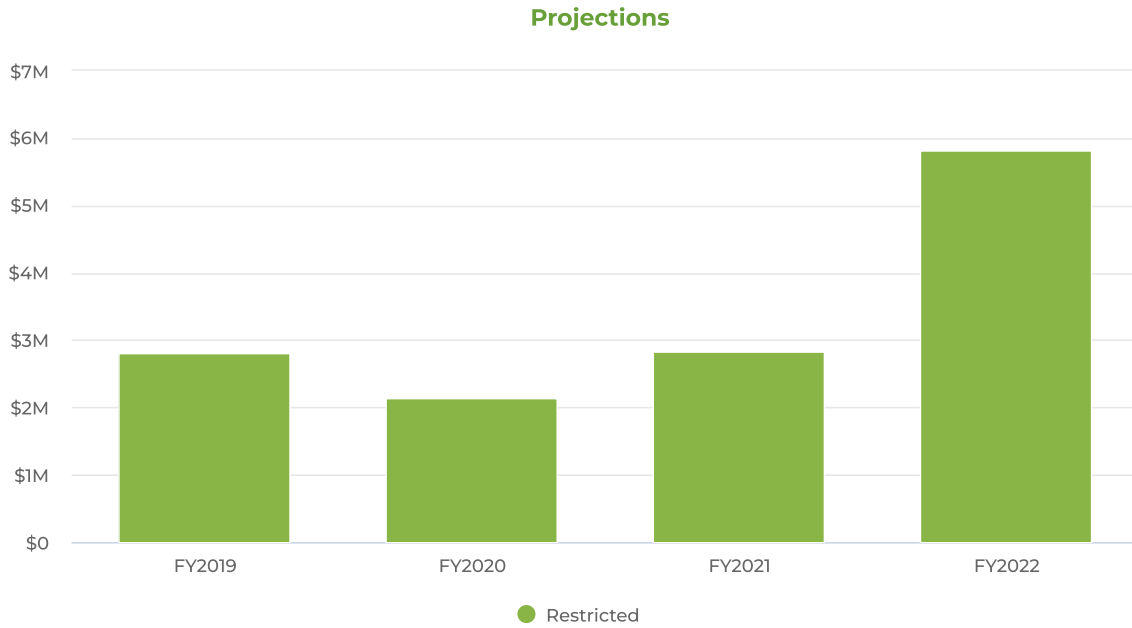
CIVIC COMMONS



CONNECTIVITY & PUBLIC SPACES
EXAMPLES & INSPIRATIONS



Fund Balance



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Restricted	\$2,810,199	\$2,131,749	\$2,836,923	\$5,814,134	\$2,977,211
Total Fund Balance:	\$2,810,199	\$2,131,749	\$2,836,923	\$5,814,134	\$2,977,211





Water & Sewer Fund

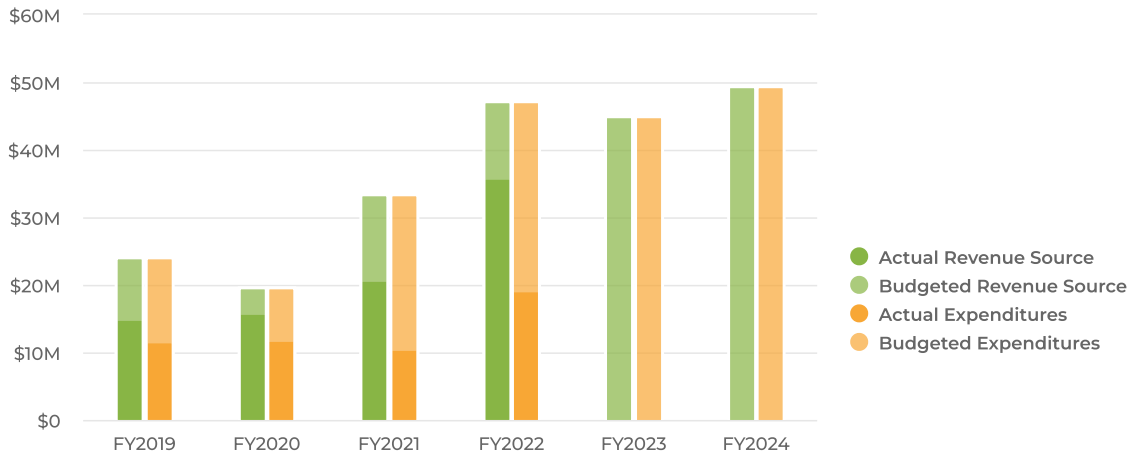
The Water and Sewer Fund is an Enterprise Fund for the City of Haines City's Infrastructure Department and accounts for the revenues and expenses relating to providing water and sewer to the residents and businesses in Haines City. Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the cost of providing goods and services to the general public be financed or recovered primarily through user charges. The City of Haines City's water and wastewater utility systems, as well as other publicly owned utility systems, face increasing capital commitments necessary to expand water and wastewater system facilities to serve new growth. The utility business is capital intensive and requires the commitment of significant resources in advance of the growth in demand. In addition, System improvements and regulatory compliance also require significant capital expenditures in today's utility business environment. Further, the impact of inflation on System operating expenses and on the cost of new and replacement facilities results in upward pressure on monthly utility user rates.

WATER & SEWER FUND



Summary

The City of Haines City is projecting \$49.46M of revenue in FY2024, which represents a 9.84% increase over the prior year. Budgeted expenditures are projected to increase by 9.84% or \$4.43M to \$49.46M in FY2024.



Water & Sewer Fund Comprehensive Summary

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$15,715,167	\$25,604,807	\$25,604,807	\$37,078,121	N/A
Revenues					
Intergovernmental Revenue	\$0	\$13,026,702	\$0	\$1,482,350	\$5,968,475
Charges for Services	\$19,445,003	\$22,015,259	\$16,522,000	\$20,057,000	\$25,052,000
Judgements, Fines and Forefeits	\$636,888	\$756,340	\$350,000	\$550,000	\$750,000
Misc Revenues	\$526,688	\$87,242	\$56,000	\$80,000	\$400,000
Other Sources	\$203,720	\$188,760	\$30,315,550	\$22,857,815	\$17,290,508
Total Revenues:	\$20,812,298	\$36,074,304	\$47,243,550	\$45,027,165	\$49,460,983
Expenditures					
Personnel Services	\$2,806,884	\$3,125,031	\$3,829,870	\$4,501,300	\$4,649,360
Operating Expenditures	\$4,437,049	\$6,012,565	\$5,689,865	\$7,855,021	\$9,170,350
Capital Outlays	\$1,068,236	\$10,035,272	\$33,885,105	\$31,176,825	\$34,149,991
Debt Service	\$165,514	\$141,688	\$1,427,710	\$1,494,019	\$1,491,282
Other Uses	\$2,281,988	\$0	\$2,400,000	\$0	\$0
Total Expenditures:	\$10,759,671	\$19,314,556	\$47,232,550	\$45,027,165	\$49,460,983
Total Revenues Less Expenditures:	\$10,052,628	\$16,759,748	\$11,000	\$0	\$0
Ending Fund Balance:	\$25,767,795	\$42,364,555	\$25,615,807	\$37,078,121	N/A



MAJOR HIGHLIGHTS

Revenues

New account creation derived from construction are forecasting a 15% increase in Utility Revenues.

- 2% Rate increase per Existing Rate Study & City Ordinance Adoption

Expenditures

New Personnel

- Utility Billing Clerk
- Utility Meter Technician
- Procurement/Grant Coordinator
50%

Operational Impacts

- Hauling & Chemical Increase in Cost of Goods Sold
- Liftstation Repair & Rehab Program Implementation

INFRASTRUCTURE!!

The FY2024 Budget includes \$37,933,942 in CAPITAL.

Funding Sources:

- Operational Revenues: \$8,407,324
- State Appropriations: \$5,968,475
- ARPA Reserves: \$7,538,525
- SRF Loans: \$7,951,693

GRANTS

Total Approved Funding

\$12,675,325

In addition to the \$5,968,475 in State Appropriations, the City has \$6,706,850 in prior year approved Grants that are still being processed.

- SWFMD Reclaimed Ground Water Storage Tank \$4,620,000
- CDBG WWTP Generator \$547,350
- CDBG Water Master Plan \$385,000
- CDBG Wastewater Master Plan \$550,000
- FDEP Rain Gardens \$394,500

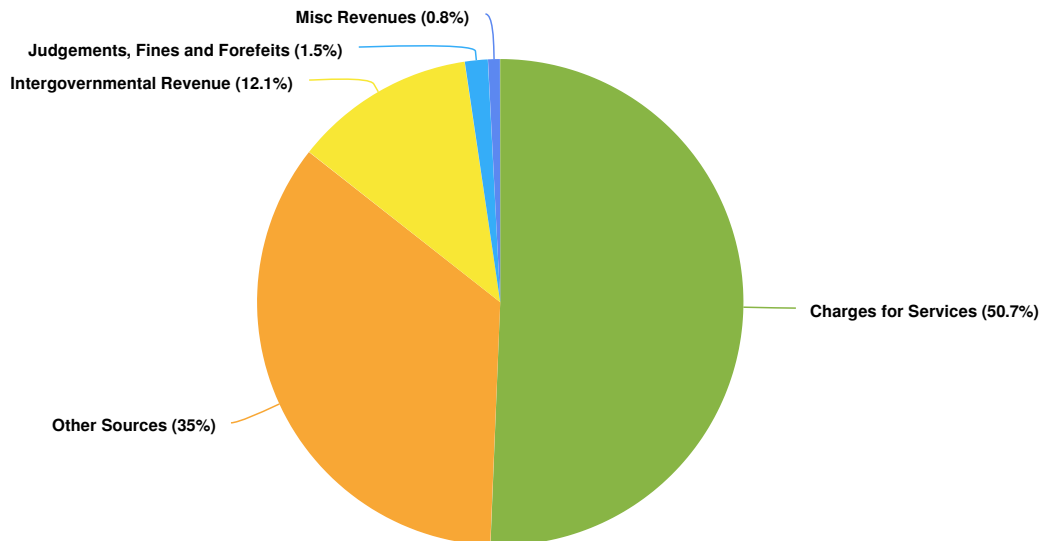


Revenues by Source

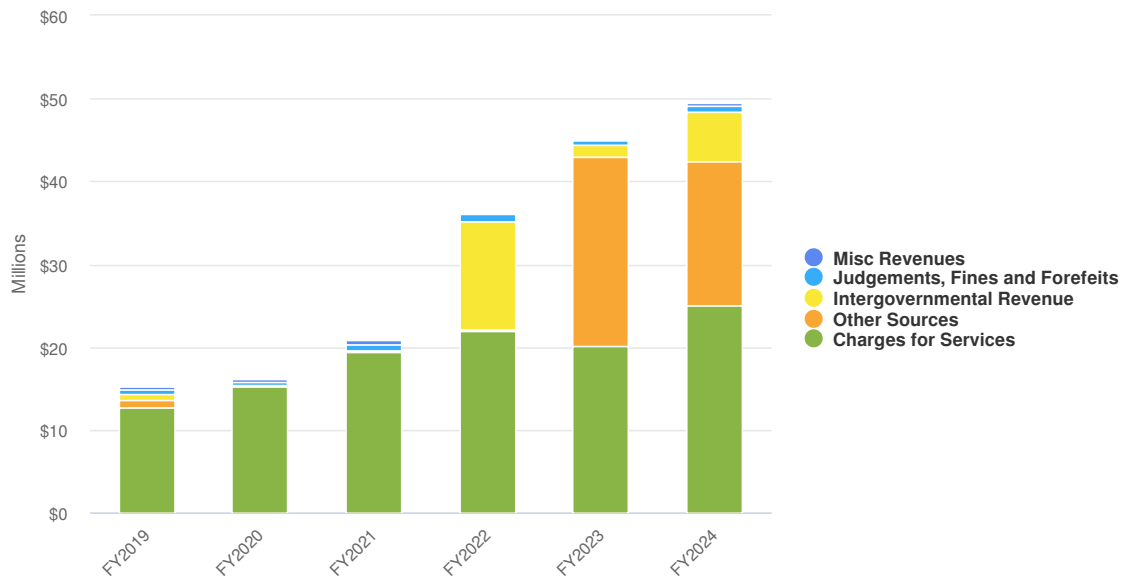
Other sources funding saw significant increases as the City anticipates major loans to fund its projects. Haines City operates a water and wastewater system (the “System”), which provides service to approximately 9,300 water and 8,100 wastewater customers.

Based on an analysis of recent customer bills, 93% of the System’s customers are residential while 7% of customers reflect commercial accounts. More than 10,000 properties are projected to be developed over time within the City’s service area, of which, approximately 2,800 homes are under review or construction. This growth is driving the increases displayed.

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Revenue Source						
Intergovernmental Revenue						
OTHER FINANCIAL ASSISTANCE - ARPA	\$0	\$13,026,702	\$0	\$0	\$0	0%
STATE GRANT - SW/WW	\$0	\$0	\$0	\$1,482,350	\$5,968,475	302.6%
Total Intergovernmental Revenue:	\$0	\$13,026,702	\$0	\$1,482,350	\$5,968,475	302.6%
Charges for Services						
WATER UTILITY REVENUE	\$6,761,861	\$8,750,684	\$6,000,000	\$7,200,000	\$10,500,000	45.8%
ACCRUED GUARANTEED REV FEES - WATER	\$235,363	\$117,904	\$100,000	\$190,000	\$125,000	-34.2%
OTHER WATER CHARGES/FEES	\$108,922	\$153,692	\$50,000	\$75,000	\$125,000	66.7%
OTHER INCOME WATER TAPS	\$754,725	\$907,737	\$650,000	\$650,000	\$650,000	0%
RECLAIMED WATER USERS FEE	\$2,000	\$0	\$2,000	\$2,000	\$2,000	0%
SEWER UTILITY REVENUE	\$10,034,510	\$11,436,096	\$9,000,000	\$10,800,000	\$12,750,000	18.1%
ACCRUED GUARANTEED REV FEES - SEWER	\$1,162,242	\$198,654	\$600,000	\$1,000,000	\$250,000	-75%
INDUSTRIAL WASTE PERMIT & INSP FEE	\$56,821	\$43,829	\$50,000	\$50,000	\$50,000	0%
OTHER INCOME SEWER TAPS	\$267,779	\$83,458	\$50,000	\$50,000	\$50,000	0%
OTHER PHYSICAL ENV REVENUE	\$60,780	\$323,206	\$20,000	\$40,000	\$550,000	1,275%
Total Charges for Services:	\$19,445,003	\$22,015,259	\$16,522,000	\$20,057,000	\$25,052,000	24.9%
Judgements, Fines and Forefeits						
FINES - LOCAL ORDINANCE VIOLATIONS	\$636,888	\$756,340	\$350,000	\$550,000	\$750,000	36.4%

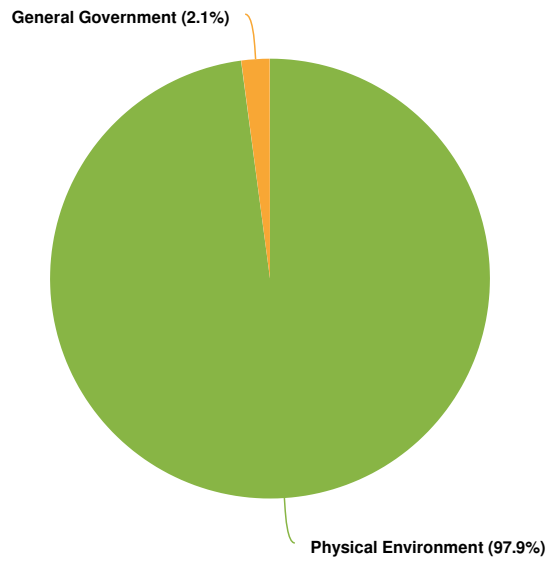


Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Total Judgements, Fines and Forefeits:	\$636,888	\$756,340	\$350,000	\$550,000	\$750,000	36.4%
Misc Revenues						
INTEREST ON INVESTMENTS	\$42,913	\$128,599	\$50,000	\$75,000	\$375,000	400%
INT ON INVEST 91 BD RESV	\$0	-\$121,372	\$0	\$0	\$0	0%
DISPOSITION FIXED ASSETS	\$5,900	\$0	\$0	\$0	\$0	0%
SALES OF SURPLUS MAT & SCRAP	\$0	\$5,619	\$1,000	\$0	\$0	0%
MISC REV INSURANCE PROCE	\$92,186	\$48,697	\$0	\$0	\$0	0%
OTHER MISC REVENUE	\$385,485	\$25,302	\$5,000	\$5,000	\$25,000	400%
MISC REV - CO PUBLIC SVC TAX	\$203	\$398	\$0	\$0	\$0	0%
Total Misc Revenues:	\$526,688	\$87,242	\$56,000	\$80,000	\$400,000	400%
Other Sources						
INTERFUND TRANSFERS	\$0	\$0	\$0	\$3,075,045	\$0	-100%
INSTAL PURCHASE PROCEEDS	\$0	\$0	\$24,424,100	\$0	\$0	0%
DEBT PROCEEDS	\$0	\$0	\$0	\$11,928,108	\$7,951,693	-33.3%
CAPITAL CONT FROM PRIVATE SOURCE	\$203,720	\$188,760	\$0	\$0	\$0	0%
OTHER NON REVENUES (RESERVES)	\$0	\$0	\$5,891,450	\$2,640,000	\$7,538,525	185.6%
PRIOR YEARS RETAINED EARNINGS	\$0	\$0	\$0	\$5,214,662	\$1,800,290	-65.5%
Total Other Sources:	\$203,720	\$188,760	\$30,315,550	\$22,857,815	\$17,290,508	-24.4%
Total Revenue Source:	\$20,812,298	\$36,074,304	\$47,243,550	\$45,027,165	\$49,460,983	9.8%

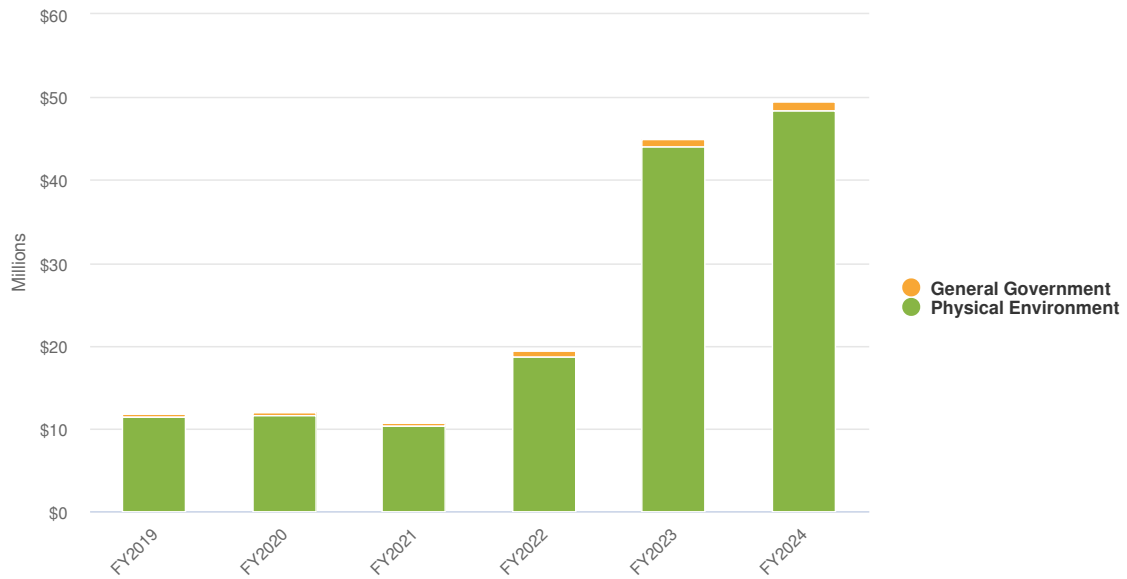


Expenditures by Function

Budgeted Expenditures by Function



Budgeted and Historical Expenditures by Function



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expenditures						
Finance - Utility Billing						
Personnel Services						
REGULAR SALARY	\$231,768	\$300,903	\$320,800	\$561,250	\$561,250	0%
OVERTIME	\$67	\$1,077	\$300	\$1,000	\$8,000	700%
FICA TAXES	\$17,738	\$23,020	\$24,565	\$42,565	\$42,565	0%
RETIREMENT	\$55,245	\$52,590	\$43,825	\$70,000	\$83,500	19.3%
LIFE & HEALTH INSURANCE	\$45,550	\$52,048	\$59,645	\$93,545	\$93,545	0%
WORKERS COMPENSATION	\$554	\$850	\$580	\$975	\$975	0%
Total Personnel Services:	\$350,922	\$430,487	\$449,715	\$769,335	\$789,835	2.7%
Operating Expenditures						
PROFESSIONAL SERVICES	\$9,749	\$5,611	\$12,000	\$5,000	\$5,000	0%
ACCOUNTING/AUDITING	\$0	\$0	\$0	\$0	\$40,000	N/A
OTHER CONTRACTUAL SERVICES	\$7,270	\$1,675	\$0	\$7,000	\$17,000	142.9%
TRAVEL & PER DIEM	\$0	\$78	\$500	\$2,500	\$2,500	0%
COMMUNICATIONS	\$1,040	\$1,245	\$1,200	\$1,500	\$1,500	0%
FREIGHT & POSTAGE SERVICES	\$64,444	\$75,504	\$56,000	\$78,000	\$102,000	30.8%
RENTALS & LEASES	\$1,757	\$2,050	\$3,900	\$3,900	\$3,900	0%
REPAIR & MAINTENANCE	\$2,515	\$1,494	\$3,640	\$3,640	\$3,640	0%
PRINTING & BINDING	\$24,181	\$32,212	\$19,250	\$27,250	\$37,250	36.7%
OTHER CURRENT CHARGES OB	\$2,276	\$2,150	\$500	\$2,500	\$14,500	480%
OFFICE SUPPLIES	\$1,104	\$138	\$1,500	\$2,500	\$2,500	0%
OPERATING SUPPLIES	\$2,441	\$6,277	\$2,500	\$3,500	\$7,500	114.3%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$0	\$0	\$250	\$1,250	\$1,250	0%
TRAINING	\$0	\$0	\$1,500	\$2,500	\$2,500	0%
Total Operating Expenditures:	\$116,777	\$128,434	\$102,740	\$141,040	\$241,040	70.9%
Capital Outlays						
CAPITAL OUTLAY	\$0	\$2,440	\$0	\$0	\$0	0%
CAPITAL OUTLAY- TECH	\$0	\$0	\$0	\$2,500	\$0	-100%
Total Capital Outlays:	\$0	\$2,440	\$0	\$2,500	\$0	-100%
Other Uses						
TRANSFER	-\$18,012	\$0	\$0	\$0	\$0	0%
Total Other Uses:	-\$18,012	\$0	\$0	\$0	\$0	0%
Total Finance - Utility Billing:	\$449,687	\$561,361	\$552,455	\$912,875	\$1,030,875	12.9%
Utilities - Water Operations						
Personnel Services						
REGULAR SALARY	\$326,659	\$328,697	\$390,105	\$312,250	\$353,000	13.1%
OVERTIME	\$33,066	\$41,816	\$15,000	\$15,000	\$20,000	33.3%
FICA TAXES	\$27,387	\$28,208	\$30,990	\$25,775	\$28,775	11.6%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
RETIREMENT	\$62,380	\$53,229	\$56,210	\$40,775	\$55,000	34.9%
LIFE & HEALTH INSURANCE	\$56,359	\$54,352	\$75,490	\$63,000	\$64,000	1.6%
WORKERS COMPENSATION	\$10,425	\$14,716	\$10,045	\$10,045	\$8,500	-15.4%
Total Personnel Services:	\$516,276	\$521,019	\$577,840	\$466,845	\$529,275	13.4%
Operating Expenditures						
PROFESSIONAL SERVICES	\$376,037	\$409,572	\$252,580	\$269,250	\$369,250	37.1%
OTHER CONTRACTUAL SERVICES	\$1,931	\$220	\$5,300	\$50,000	\$50,000	0%
TRAVEL & PER DIEM	\$1,192	\$700	\$1,250	\$2,500	\$2,500	0%
COMMUNICATIONS	\$6,476	\$6,893	\$10,680	\$10,000	\$10,000	0%
FREIGHT & POSTAGE SERVICES	\$68	\$82	\$500	\$500	\$500	0%
UTILITY SERVICES	\$315,643	\$403,900	\$268,500	\$330,500	\$430,500	30.3%
RENTALS & LEASES	\$5,666	\$7,230	\$4,000	\$7,500	\$7,500	0%
REPAIR & MAINTENANCE	\$211,238	\$176,460	\$329,400	\$275,000	\$275,000	0%
PRINTING & BINDING	\$0	\$0	\$1,850	\$1,850	\$1,850	0%
PROMOTIONAL ACTIVITIES	\$5,073	\$21,505	\$83,400	\$50,000	\$50,000	0%
OTHER CURRENT CHARGES OB	\$1,727	\$1,775	\$2,500	\$2,500	\$2,500	0%
OFFICE SUPPLIES	\$663	\$310	\$2,950	\$2,950	\$2,950	0%
OPERATING SUPPLIES	\$231,533	\$332,034	\$249,400	\$200,000	\$50,000	-75%
GAS & OIL	\$0	\$0	\$0	\$20,000	\$40,000	100%
UNIFORMS	\$0	\$0	\$0	\$3,500	\$3,500	0%
CHEMICALS	\$0	\$0	\$0	\$0	\$300,000	N/A
ROAD MATERIALS & SUPPLIES	\$0	\$0	\$2,500	\$2,500	\$2,500	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$1,015	\$50	\$2,200	\$2,200	\$2,200	0%
TRAINING	\$1,359	\$2,171	\$2,795	\$2,795	\$2,795	0%
Total Operating Expenditures:	\$1,159,621	\$1,362,900	\$1,219,805	\$1,233,545	\$1,603,545	30%
Capital Outlays						
BUILDINGS	\$9,580	\$1,148,174	\$7,296,470	\$4,070,833	\$272,578	-93.3%
IMPROVEMENTS OTHER THAN BUILDINGS	\$0	\$1,145,791	\$650,000	\$79,395	\$1,045,910	1,217.3%
CAPITAL OUTLAY	\$14,309	\$116,702	\$1,234,800	\$1,657,000	\$368,000	-77.8%
CAPITAL OUTLAY - TECH	\$0	\$0	\$0	\$289,701	\$153,884	-46.9%
Total Capital Outlays:	\$23,889	\$2,410,667	\$9,181,270	\$6,096,929	\$1,840,372	-69.8%
Total Utilities - Water Operations:	\$1,699,786	\$4,294,586	\$10,978,915	\$7,797,319	\$3,973,192	-49%
Utilities - Wastewater Operations						
Personnel Services						
REGULAR SALARY	\$521,255	\$581,498	\$654,955	\$739,250	\$755,250	2.2%
OVERTIME	\$32,593	\$47,828	\$30,000	\$30,000	\$30,000	0%
FICA TAXES	\$40,977	\$46,807	\$52,400	\$58,400	\$60,500	3.6%
RETIREMENT	\$55,928	\$67,098	\$81,895	\$85,895	\$116,000	35%
LIFE & HEALTH INSURANCE	\$114,241	\$117,286	\$140,720	\$157,250	\$157,250	0%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
WORKERS COMPENSATION	\$15,239	\$18,789	\$12,825	\$18,825	\$17,250	-8.4%
Total Personnel Services:	\$780,233	\$879,306	\$972,795	\$1,089,620	\$1,136,250	4.3%
Operating Expenditures						
PROFESSIONAL SERVICES	\$231,261	\$289,033	\$281,575	\$270,000	\$270,000	0%
PROFESSIONAL SERVICES - IND PRET	\$4,987	\$3,109	\$8,950	\$8,950	\$8,950	0%
OTHER CONTRIBUTING SERVICES	\$396,787	\$288,363	\$653,000	\$650,000	\$50,000	-92.3%
OTHER SERVICES - PRETREATMENT	\$501	\$0	\$3,000	\$0	\$0	0%
TRAVEL & PER DIEM	\$1,333	\$2,536	\$4,000	\$4,000	\$4,000	0%
COMMUNICATIONS	\$7,843	\$8,488	\$8,900	\$8,900	\$9,000	1.1%
FREIGHT & POSTAGE SERVICES	\$572	\$166	\$800	\$800	\$1,500	87.5%
UTILITY SERVICES	\$351,193	\$456,552	\$313,100	\$375,000	\$385,000	2.7%
RENTALS & LEASES	\$4,199	\$2,792	\$7,350	\$7,350	\$7,350	0%
REPAIR & MAINTENANCE	\$201,119	\$138,376	\$425,200	\$1,325,000	\$1,325,000	0%
REPAIR & MAINT - IND PRETREATMENT	\$0	\$930	\$3,500	\$0	\$0	0%
PRINTING & BINDING	\$0	\$0	\$300	\$300	\$300	0%
PROMOTIONAL ACTIVITIES	\$362	\$0	\$2,000	\$2,000	\$2,000	0%
OTHER CURRENT CHARGES OB	\$2,605	\$3,331	\$4,000	\$10,000	\$10,000	0%
OFFICE SUPPLIES	\$679	\$1,173	\$2,100	\$2,100	\$2,100	0%
OPERATING SUPPLIES	\$251,213	\$420,811	\$244,575	\$250,000	\$100,000	-60%
GAS & OIL	\$0	\$262	\$0	\$15,000	\$15,000	0%
UNIFORMS	\$0	\$0	\$0	\$0	\$5,000	N/A
CHEMICALS	\$0	\$0	\$0	\$0	\$300,000	N/A
SLUDGE HAULING	\$0	\$0	\$0	\$0	\$850,000	N/A
BOOKS, PUBS, SUBS MEMBERSHIPS	\$3,080	\$1,301	\$3,100	\$3,100	\$3,100	0%
TRAINING	\$2,917	\$2,760	\$6,000	\$6,000	\$6,000	0%
Total Operating Expenditures:	\$1,460,651	\$1,619,983	\$1,971,450	\$2,938,500	\$3,354,300	14.2%
Capital Outlays						
LAND	\$2,500	\$4,533,446	\$0	\$1,400,000	\$0	-100%
BUILDINGS	\$0	\$0	\$105,000	\$105,000	\$0	-100%
IMPROVEMENTS OTHER THAN BUILDINGS	\$332,174	\$2,214,020	\$17,127,755	\$8,861,195	\$11,317,889	27.7%
CAPITAL OUTLAY	\$389,961	\$314,813	\$1,044,975	\$744,000	\$65,000	-91.3%
CAPITAL OUTLAY	\$0	\$0	\$0	\$2,774,900	\$1,083,707	-60.9%
Total Capital Outlays:	\$724,636	\$7,062,279	\$18,277,730	\$13,885,095	\$12,466,596	-10.2%
Total Utilities - Wastewater Operations:	\$2,965,519	\$9,561,567	\$21,221,975	\$17,913,215	\$16,957,146	-5.3%
Utilities - Utilities Maintenance						
Personnel Services						



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
REGULAR SALARY	\$697,018	\$739,689	\$1,209,100	\$1,398,000	\$1,390,000	-0.6%
OVERTIME	\$110,933	\$177,953	\$37,000	\$100,000	\$100,000	0%
FICA TAXES	\$61,222	\$69,407	\$95,320	\$114,250	\$114,250	0%
RETIREMENT	\$107,926	\$111,849	\$176,060	\$190,750	\$219,250	14.9%
LIFE & HEALTH INSURANCE	\$148,445	\$151,167	\$281,910	\$333,250	\$326,500	-2%
WORKERS COMPENSATION	\$33,908	\$44,154	\$30,130	\$39,250	\$44,000	12.1%
Total Personnel Services:	\$1,159,452	\$1,294,219	\$1,829,520	\$2,175,500	\$2,194,000	0.9%
Operating Expenditures						
PROFESSIONAL SERVICES	\$2,052	\$14,463	\$215,000	\$25,000	\$25,000	0%
OTHER CONTRIBUTING SERVICES	\$9,390	\$39,709	\$31,900	\$20,000	\$20,000	0%
TRAVEL & PER DIEM	-\$15	\$1,428	\$15,750	\$5,750	\$5,750	0%
COMMUNICATIONS	\$16,344	\$16,566	\$27,550	\$20,550	\$24,550	19.5%
FREIGHT & POSTAGE SERVICES	\$127	\$135	\$3,000	\$3,000	\$3,000	0%
UTILITY SERVICES	\$166,591	\$225,832	\$121,500	\$175,500	\$275,500	57%
RENTALS & LEASES	\$47,019	\$181,879	\$23,700	\$50,000	\$50,000	0%
REPAIR & MAINTENANCE	\$482,278	\$836,734	\$696,895	\$700,000	\$900,000	28.6%
PRINTING & BINDING	\$534	\$89	\$1,100	\$1,100	\$1,100	0%
OTHER CURRENT CHARGES OB	\$6,215	\$3,396	\$3,000	\$4,500	\$4,500	0%
OFFICE SUPPLIES	\$1,376	\$836	\$3,105	\$3,100	\$3,100	0%
OPERATING SUPPLIES	\$650,788	\$1,065,705	\$495,850	\$410,000	\$300,000	-26.8%
GAS & OIL	\$0	\$84	\$0	\$95,000	\$195,000	105.3%
UNIFORMS	\$0	\$0	\$0	\$2,500	\$12,500	400%
CHEMICALS	\$0	\$0	\$0	\$0	\$50,000	N/A
ROAD MATERIALS & SUPPLIES	\$461	\$14,939	\$3,500	\$3,500	\$0	-100%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$708	\$279	\$4,845	\$4,845	\$4,845	0%
TRAINING	\$1,123	\$1,586	\$6,620	\$6,620	\$6,620	0%
Total Operating Expenditures:	\$1,384,990	\$2,403,658	\$1,653,315	\$1,530,965	\$1,881,465	22.9%
Capital Outlays						
BUILDINGS	\$0	\$0	\$0	\$40,000	\$0	-100%
IMPROVEMENTS OTHER THAN BUILDINGS	\$25,245	\$298,806	\$690,000	\$2,259,375	\$3,956,800	75.1%
NE WATER MAIN & LOOPING	\$0	\$0	\$0	\$1,640,000	\$1,300,000	-20.7%
CAPITAL OUTLAY	\$294,467	\$261,081	\$5,736,105	\$3,912,546	\$14,571,693	272.4%
CAPITAL OUTLAY - TECH	\$0	\$0	\$0	\$40,380	\$14,530	-64%
NEW METERS	\$0	\$0	\$0	\$3,300,000	\$0	-100%
Total Capital Outlays:	\$319,712	\$559,886	\$6,426,105	\$11,192,301	\$19,843,023	77.3%
Total Utilities - Utilities Maintenance:	\$2,864,153	\$4,257,763	\$9,908,940	\$14,898,766	\$23,918,488	60.5%
Utilities - General Services						
Operating Expenditures						
PROFESSIONAL SERVICES	\$12,015	\$4,250	\$80,000	\$15,000	\$15,000	0%



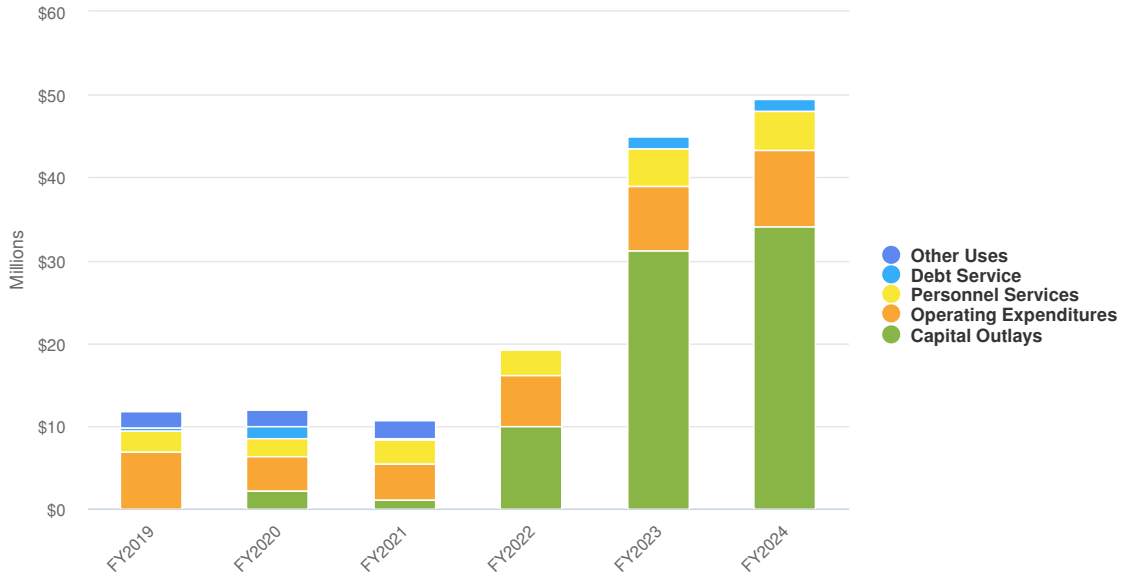
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
ACCOUNTING/AUDITING	\$32,000	\$32,600	\$37,000	\$40,000	\$0	-100%
TRAVEL & PER DIEM	\$150	-\$20	\$0	\$0	\$0	0%
FREIGHT & POSTAGE SERVICES	\$108	\$0	\$0	\$0	\$0	0%
RENTALS & LEASES	\$1,543	\$0	\$0	\$0	\$0	0%
INSURANCE	\$273,785	\$297,231	\$215,000	\$315,000	\$435,000	38.1%
REPAIR & MAINTENANCE	\$0	\$0	\$5,000	\$0	\$0	0%
OTHER CURRENT CHARGES OB	-\$12,390	\$163,439	\$75,000	\$75,000	\$75,000	0%
OTH CUR CHGS CONTINGENCY	\$0	\$0	\$230,555	\$315,971	\$315,000	-0.3%
OTHER CURRENT CHGS - R & R	\$0	\$0	\$100,000	\$1,250,000	\$1,250,000	0%
OFFICE SUPPLIES	\$1,436	\$0	\$0	\$0	\$0	0%
OPERATING EXPENSES	\$3,554	\$90	\$0	\$0	\$0	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$1,940	\$0	\$0	\$0	\$0	0%
TRAINING	\$870	\$0	\$0	\$0	\$0	0%
Total Operating Expenditures:	\$315,011	\$497,590	\$742,555	\$2,010,971	\$2,090,000	3.9%
Debt Service						
PRINCIPAL DEBT SERVICE	\$0	\$105	\$1,261,040	\$1,371,281	\$1,371,282	0%
INTEREST DEBT SERVICE	\$165,514	\$141,583	\$166,670	\$122,738	\$120,000	-2.2%
Total Debt Service:	\$165,514	\$141,688	\$1,427,710	\$1,494,019	\$1,491,282	-0.2%
Other Uses						
INTER-FUND GROUP TRANSFER	\$2,300,000	\$0	\$2,400,000	\$0	\$0	0%
Total Other Uses:	\$2,300,000	\$0	\$2,400,000	\$0	\$0	0%
Total Utilities - General Services:	\$2,780,525	\$639,278	\$4,570,265	\$3,504,990	\$3,581,282	2.2%
Total Expenditures:	\$10,759,671	\$19,314,556	\$47,232,550	\$45,027,165	\$49,460,983	9.8%



Expenditures by Expense Type

Capital Outlay continues to dominate expenditures in the Water and Sewer Fund.

Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Personnel Services	\$2,806,884	\$3,125,031	\$3,829,870	\$4,501,300	\$4,649,360	3.3%
Operating Expenditures	\$4,437,049	\$6,012,565	\$5,689,865	\$7,855,021	\$9,170,350	16.7%
Capital Outlays	\$1,068,236	\$10,035,272	\$33,885,105	\$31,176,825	\$34,149,991	9.5%
Debt Service	\$165,514	\$141,688	\$1,427,710	\$1,494,019	\$1,491,282	-0.2%
Other Uses	\$2,281,988	\$0	\$2,400,000	\$0	\$0	0%
Total Expense Objects:	\$10,759,671	\$19,314,556	\$47,232,550	\$45,027,165	\$49,460,983	9.8%



2024 CAPITAL PROJECTS & FUNDING SOURCE

Department	Request Title	Funding	Carryover	FY24 New
Water				
533 - Water	WTP #1 & WTP #2 Improvements	Revenue	\$ -	\$ 248,993
533 - Water	WTP Conceptual Plan - 5 MGD	Revenue	\$ -	\$ 23,585
533 - Water	Administration Building Improvements - WTP #1 & #2	Revenue	\$ 175,000	\$ -
533 - Water	Integrated Water Supply Plan	Revenue	\$ -	\$ 384,912
533 - Water	One Water - Integrated Water Supply Plan	Revenue	\$ -	\$ 450,000
533 - Water	Generators for Well #3 and Well #10	Revenue	\$ 597,851	\$ 78,858
533 - Water	Interconnect with Winter Haven Potable System	Revenue	\$ 18,360	\$ 132,140
533 - Water	WP #2 Upgrades - Recoating floor in HSP Room and Rehab Deteriorated Pipe	Revenue	\$ 50,000	\$ -
533 - Water	Administration Building - Install Fencing - WTP #2	Revenue	\$ 12,000	\$ -
533 - Water	Aerator Tray Replacements @ WTP #2	Revenue	\$ -	\$ 100,000
533 - Water	Variable Speed Pump Replacements	Revenue	\$ -	\$ 268,000
533 - Water	Well Field Management (2 new wells)	Revenue	\$ 1,000,000	\$ -
533 - Water	CIC - Fiber - Public Infrastructure	Revenue	\$ -	\$ 138,000
533 - Water	CIC - Network Upgrade - SCADA (Water)	Revenue	\$ -	\$ 10,000
533 - Water	CIC - PCs - Water	Revenue	\$ -	\$ 5,884
533 - Water	CIC - VoIP - Redundancy Water Plants	Revenue	\$ 16,200	\$ -
Wastewater				
535 - WW	Administration Building Improvements - WWTP	Revenue	\$ 30,000	\$ -
535 - WW	Pump and Motor Room	Revenue	\$ 75,000	\$ -
535 - WW	Reclaimed Water Ground Storage Tank and Pump Stations	Revenue	\$ 69,724	\$ 716,026
535 - WW	Wastewater Master Plan (Survey Allowance)	Revenue	\$ -	\$ 25,000
535 - WW	WWTP Generator (Grant Mgmt and Design)	Revenue	\$ -	\$ 60,889
535 - WW	Septage Receiving Station	Revenue	\$ -	\$ 300,000
535 - WW	Disc Filter Upgrade	Revenue	\$ -	\$ 225,000
535 - WW	Bypass Pump for EQ Tanks	Revenue	\$ 125,000	\$ -
535 - WW	Clarifier Catwalk Refurbishment	Revenue	\$ 313,000	\$ -
535 - WW	Fencing at WWTF	Revenue	\$ 75,000	\$ -
535 - WW	Force Main Relocated from LS 11 to LS 6	Revenue	\$ 92,000	\$ -
535 - WW	Lift Station 5 (Aldi)	Revenue	\$ 350,000	\$ -
535 - WW	Lift Station Pump Replacement (2 Pumps) @ WWTP	Revenue	\$ 250,000	\$ -
535 - WW	McMaster Concrete Annexation Agreement	Revenue	\$ 101,835	\$ -
535 - WW	Reclaimed Water Customer Piping - Churches, Schools	Revenue	\$ 365,045	\$ -
535 - WW	Backhoe	Revenue	\$ 85,000	\$ 65,000
535 - WW	CIC - Fiber - WWTP #2	Revenue	\$ -	\$ 1,000,000
535 - WW	CIC - Network Upgrade - SCADA (WW)	Revenue	\$ -	\$ 76,000
535 - WW	CIC - PCs - WW	Revenue	\$ -	\$ 4,707
535 - WW	CIC - WiFi - WWTP	Revenue	\$ -	\$ 3,000
535 - WW	CIC - Access Control - WWTP #1	Revenue	\$ 10,000	\$ -
535 - WW	CIC - Access Control - WWTP #2	Revenue	\$ 54,000	\$ -
535 - WW	CIC - VoIP Redundancy - WWTP	Revenue	\$ 8,100	\$ -
535 - WW	CIC - Security System	Revenue	\$ 19,000	\$ -
535 - WW	CIC - Network - WWTP #2	Revenue	\$ 30,000	\$ -
Utility Maintenance				
536 - UM	6th Street Water Line Improvements	Revenue	\$ -	\$ 250,000
536 - UM	Replacement of Water & Sewer Lines Citywide	Revenue	\$ -	\$ 1,000,000
536 - UM	Webb Properties (Lift Station and Force Main)	Revenue	\$ 1,043,200	\$ 2,106,800
536 - UM	Replace 16" Water Main Valve on Hwy 27 - Blue Heron	Revenue	\$ 150,000	\$ 600,000
536 - UM	Generator for Lift Station 6	Revenue	\$ 65,000	\$ -
536 - UM	Bypass Pump for Lift Station	Revenue	\$ 80,000	\$ -
536 - UM	400HZ Power Quality and Energy Analyzer	Revenue	\$ 30,250	\$ -
536 - UM	Equipment for Backhoe	Revenue	\$ 65,000	\$ -
536 - UM	Equipment for Excavator	Revenue	\$ 65,000	\$ -
536 - UM	Vehicle - Replacement Truck F250 4x4 (qty 3)	Revenue	\$ -	\$ 120,000
536 - UM	Vehicle - Utility Service Truck	Revenue	\$ 70,000	\$ -
536 - UM	CIC - Network Upgrade - LS #3	Revenue	\$ -	\$ 11,000
536 - UM	CIC - PCs - Utilities Maintenance	Revenue	\$ -	\$ 3,530
Total Revenue			\$ 5,490,565	\$ 8,407,324



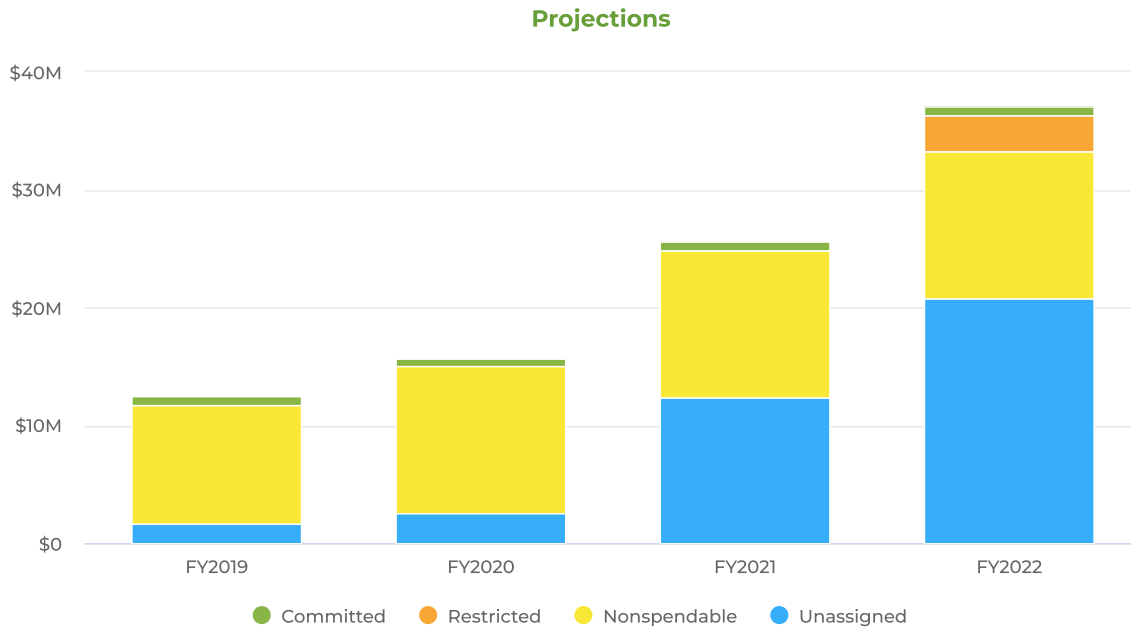
2024 CAPITAL PROJECTS & FUNDING SOURCE

Department	Request Title	Funding	Carryover	FY24 New
Wastewater				
535 - WW	Lake Eva RIB - Rapid Infiltration Basin Feasibility Study & Construction	Appropriation	\$ -	\$ 2,718,475
Utility Maintenance				
536 - UM	Lift Station No. 22 Replacement	Appropriation	\$ -	\$ 2,500,000
536 - UM	Lift Station Resiliency	Appropriation	\$ -	\$ 750,000
Total Appropriation			\$ -	\$ 5,968,475
Wastewater				
535 - WW	Lake Eva RIB - Rapid Infiltration Basin Feasibility Study & Construction	ARPA	\$ -	\$ 2,988,525
Utility Maintenance				
536 - UM	Lift Station No. 22 Replacement	ARPA	\$ -	\$ 2,500,000
536 - UM	Lift Station Resiliency	ARPA	\$ -	\$ 750,000
536 - UM	North US 27 Looping System	ARPA	\$ 100,000	\$ 1,300,000
536 - UM	Meter Change-Out to AMI Meters	ARPA	\$ 3,000,000	\$ -
536 - UM	South US 27 & Hughes Road Looping System (\$162,743 in FY23)	ARPA	\$ 1,377,528	\$ -
Total ARPA			\$ 4,477,528	\$ 7,538,525
Water				
533 - Water	Water Master Plan	CDBG	\$ 367,905	\$ -
Wastewater				
535 - WW	Wastewater Master Plan	CDBG	\$ 450,000	\$ -
535 - WW	WWTP Generator	CDBG	\$ 547,350	\$ -
Total CDBG			\$ 1,365,255	\$ -
Wastewater				
535 - WW	Septic Tank Elimination Program - Construction of New Sanitary Sewer Lines	Grant	\$ -	\$ -
Total Grant			\$ -	\$ -
Water				
533 - Water	PRWC - Polk Regional Water Cooperative	Impact Fees	\$ 66,643	\$ 417,925
533 - Water	PRWC Receiving Facility	Impact Fees	\$ -	\$ 1,950,000
533 - Water	Nola Pipeline (1.5 miles of raw water transmission lines)	Impact Fees	\$ 1,800,000	\$ -
533 - Water	Water Line Upsizing to Serve New Customers	Impact Fees	\$ 1,000,000	\$ 700,000
Total Water Impact Fees			\$ 2,866,643	\$ 3,067,925
Wastewater				
535 - WW	WWTP Expansion - Biological Process Improvements	Impact Fees	\$ 1,142,149	\$ 5,000,000
535 - WW	Lake St. Charles Place	Impact Fees	\$ 150,000	\$ -
535 - WW	Sewer System - Evaluation & Design/Lift Stations	Impact Fees	\$ 200,000	\$ -
Total Sewer Impact Fees			\$ 1,492,149	\$ 5,000,000
Utility Maintenance				
536 - UM	Lift Station Improvements (future SRF LS Projects)	SRF	\$ -	\$ 5,217,218
536 - UM	Lift Station No. 4 Replacement	SRF	\$ -	\$ 2,734,475
536 - UM	Robinson Lift Station Improvements - Phase I	SRF	\$ 1,701,087	\$ -
Total SRF			\$ 1,701,087	\$ 7,951,693
Total Utilities			\$ 17,393,227	\$ 37,933,942



Fund Balance

There are no major changes in fund balances expected. The Water and Sewer Fund continues to hold a strong fund balance, which will be needed in the near future to tackle the aggressive CIP.



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Unassigned	\$1,700,934	\$2,499,596	\$12,389,491	\$20,782,325	\$8,392,834
Committed	\$789,315	\$715,571	\$715,316	\$780,299	\$64,983
Restricted	\$0	\$0	\$0	\$3,015,497	\$3,015,497
Nonspendable	\$10,000,000	\$12,500,000	\$12,500,000	\$12,500,000	\$0
Total Fund Balance:	\$12,490,249	\$15,715,167	\$25,604,807	\$37,078,121	\$11,473,314





Stormwater Fund

The Stormwater Fund is an Enterprise Fund for the City of Haines City and accounts for the revenues and expenses relating to managing stormwater to the residents and businesses in Haines City. Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the cost of providing goods and services to the general public be financed or recovered primarily through user charges. The Stormwater Fund accounts for revenues received primarily through the collection of residential and commercial non ad valorem assessments.

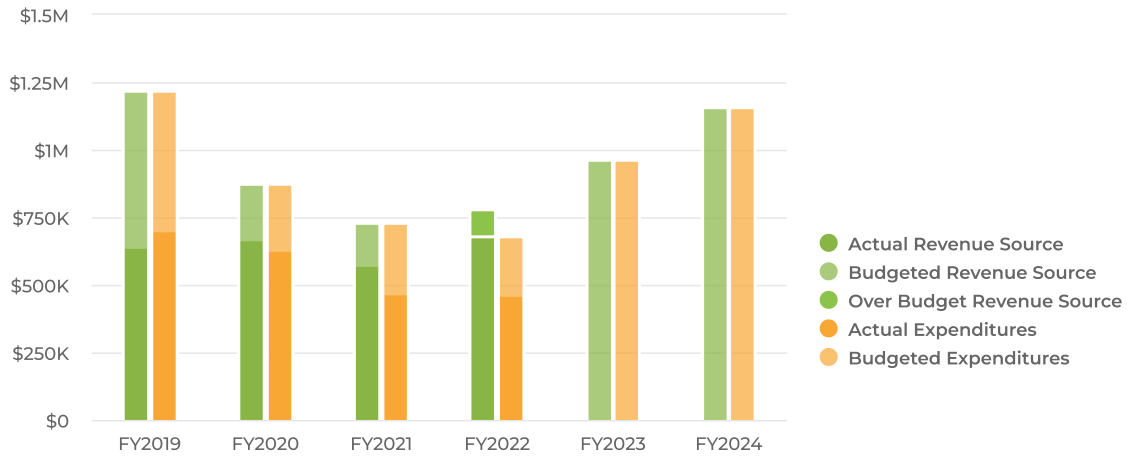


STORMWATER FUND



Summary

The City of Haines City is projecting **\$1.15M** of revenue in FY2024, which represents a 19.9% increase over the prior year. Budgeted expenditures are projected to increase by 19.9% or \$192,615 to \$1.15M in FY2024.



Stormwater Fund Comprehensive Summary

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$159,057	N/A	N/A	N/A	N/A
Revenues					
Permits, Fees, and Special Assessments	\$575,739	\$740,937	\$650,000	\$725,000	\$925,000
Intergovernmental Revenue	\$0	\$39,500	\$0	\$75,000	\$0
Charges for Services	\$6	\$0	\$0	\$0	\$0
Misc Revenues	\$1,309	\$1,200	\$3,000	\$3,000	\$13,000
Other Sources	\$0	\$0	\$31,350	\$163,835	\$221,450
Total Revenues:	\$577,054	\$781,637	\$684,350	\$966,835	\$1,159,450
Expenditures					
Personnel Services	\$260,639	\$222,486	\$375,750	\$444,885	\$468,500
Operating Expenditures	\$161,658	\$188,507	\$293,600	\$240,950	\$240,950
Capital Outlays	\$51,253	\$58,152	\$15,000	\$281,000	\$450,000
Total Expenditures:	\$473,549	\$469,145	\$684,350	\$966,835	\$1,159,450
Total Revenues Less Expenditures:	\$103,505	\$312,492	\$0	\$0	\$0
Ending Fund Balance:	\$262,562	N/A	N/A	N/A	N/A



Budget Highlights

Revenues

Non Ad Valorem Assessments:
No Proposed Increase in
Rates. Additional revenues due
to City residential growth.

Personnel

No New Personnel (Two
Additional Maintenance
Technician Requested)

CAPITAL

- Commerce Avenue
Upgrades \$250,000
- Outfall Design &
Construction \$200,000



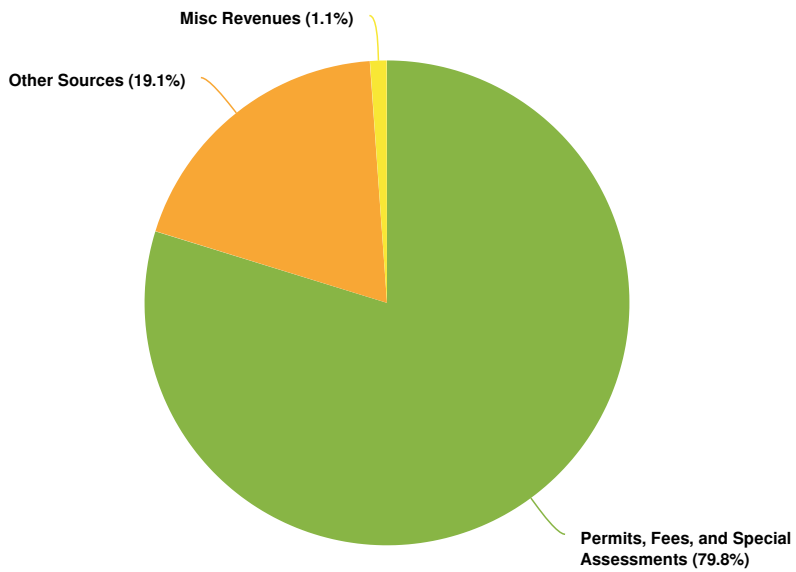
Revenues by Source

Assessments is the biggest revenue driver for this fund. The City charges a non ad valorem stormwater assessment on eligible parcels. The Calculation is as follows:

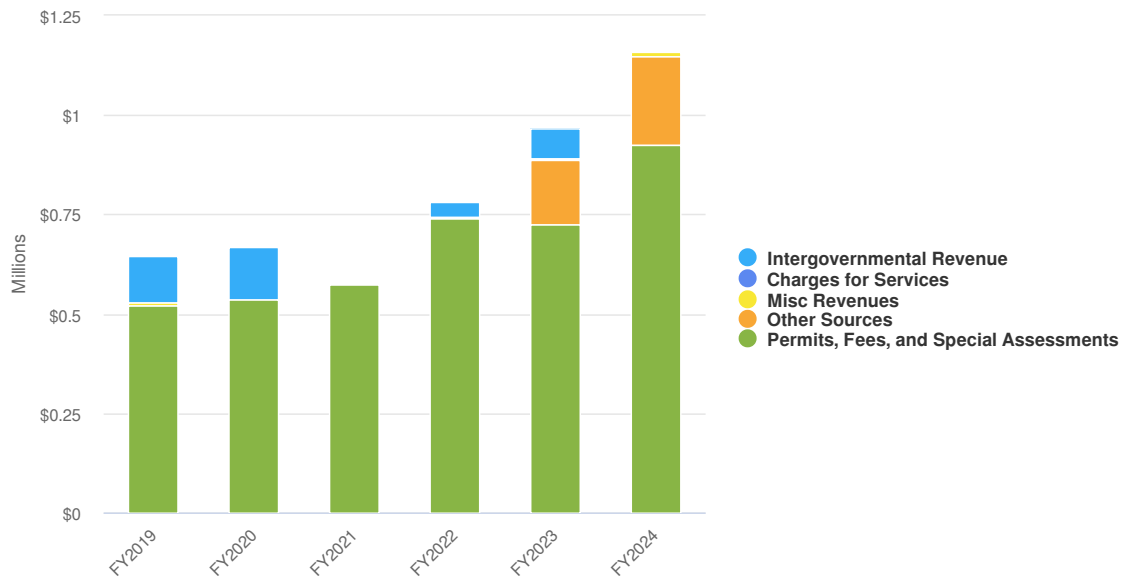
Tier 1 - \$6.24 per Equivalent Residential Unit (ERU) –minimum of 1 ERU

Tier 2 - \$48.00 per Parcel

Projected 2024 Revenues by Source



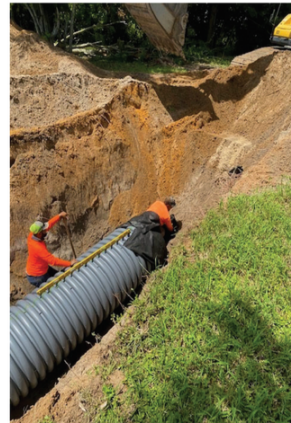
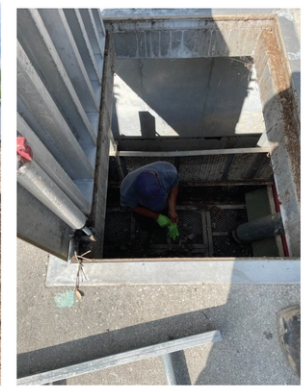
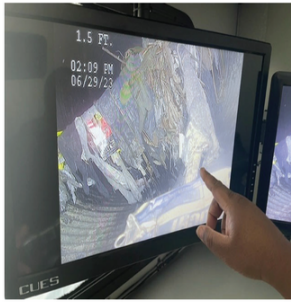
Budgeted and Historical 2024 Revenues by Source



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY24 Budget Workshop #1 (Stormwater Utility)	% Change
Revenue Source						
Permits, Fees, and Special Assessments						
Special Assessments	\$575,739	\$740,937	\$650,000	\$725,000	\$925,000	27.6%
Total Permits, Fees, and Special Assessments:	\$575,739	\$740,937	\$650,000	\$725,000	\$925,000	27.6%
Intergovernmental Revenue	\$0	\$39,500	\$0	\$75,000	\$0	-100%
Total Intergovernmental Revenue:	\$0	\$39,500	\$0	\$75,000	\$0	-100%
Charges for Services	\$6	\$0	\$0	\$0	\$0	0%
Total Charges for Services:	\$6	\$0	\$0	\$0	\$0	0%
Misc Revenues						
Interest and Other Earnings	\$1,309	\$1,166	\$3,000	\$3,000	\$13,000	333.3%
Other Misc Revenues	\$0	\$34	\$0	\$0	\$0	0%
Total Misc Revenues:	\$1,309	\$1,200	\$3,000	\$3,000	\$13,000	333.3%
Other Sources						
Proprietary Nonoperating Sources	\$0	\$0	\$31,350	\$163,835	\$221,450	35.2%
Total Other Sources:	\$0	\$0	\$31,350	\$163,835	\$221,450	35.2%
Total Revenue Source:	\$577,054	\$781,637	\$684,350	\$966,835	\$1,159,450	19.9%

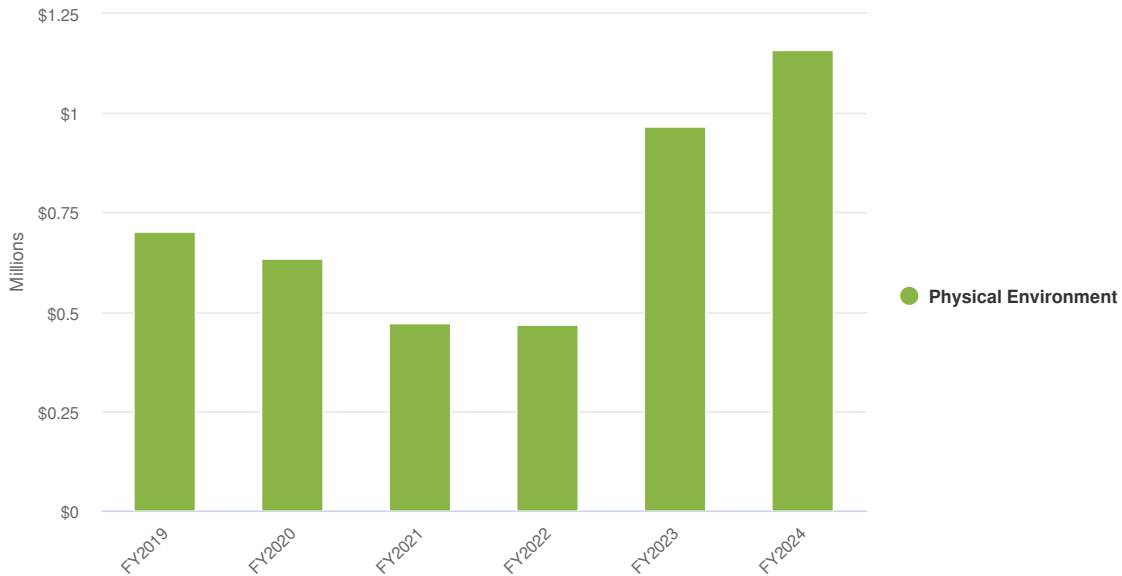


Stormwater Operations Overview



Expenditures by Function

Budgeted and Historical Expenditures by Function



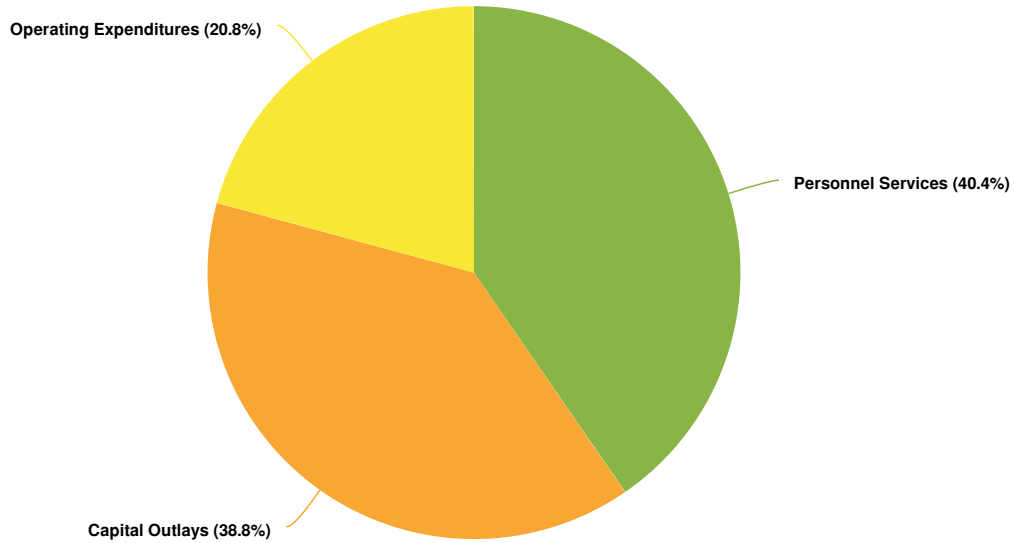
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expenditures						
Personnel Services						
REGULAR SALARY	\$164,551	\$135,471	\$252,190	\$298,250	\$306,500	2.8%
OVERTIME	\$5,003	\$16,547	\$3,000	\$3,000	\$5,000	66.7%
FICA TAXES	\$12,913	\$11,634	\$19,525	\$22,785	\$24,000	5.3%
RETIREMENT	\$24,293	\$17,959	\$29,720	\$33,500	\$46,000	37.3%
LIFE & HEALTH INSURANCE	\$40,337	\$23,091	\$59,180	\$63,225	\$66,500	5.2%
WORKERS COMPENSATION	\$13,542	\$17,784	\$12,135	\$24,125	\$20,500	-15%
Total Personnel Services:	\$260,639	\$222,486	\$375,750	\$444,885	\$468,500	5.3%
Operating Expenditures						
PROFESSIONAL SERVICES	\$27,814	\$12,441	\$50,000	\$75,000	\$75,000	0%
OTHER CONTRACTUAL SERVICES	\$26,694	\$38,546	\$55,000	\$35,200	\$35,200	0%
TRAVEL & PER DIEM	\$43	\$388	\$2,000	\$2,000	\$2,000	0%
COMMUNICATIONS	\$1,704	\$976	\$5,000	\$5,000	\$5,000	0%
FREIGHT & POSTAGE SERVICES	\$59	\$0	\$3,000	\$3,000	\$3,000	0%
UTILITY SERVICES	\$0	\$0	\$600	\$0	\$0	0%
RENTALS & LEASES	\$0	\$0	\$2,500	\$2,500	\$2,500	0%
REPAIR & MAINTENANCE	\$23,564	\$46,920	\$25,000	\$25,000	\$25,000	0%
PRINTING & BINDING	\$0	\$45	\$9,000	\$2,500	\$2,500	0%
PROMOTIONAL ACTIVITIES	\$228	\$530	\$1,000	\$1,000	\$1,000	0%
OTHER CURRENT CHARGES OB	\$18,103	\$19,177	\$8,500	\$10,000	\$10,000	0%
OFFICE SUPPLIES	\$1,159	\$809	\$10,000	\$5,000	\$5,000	0%



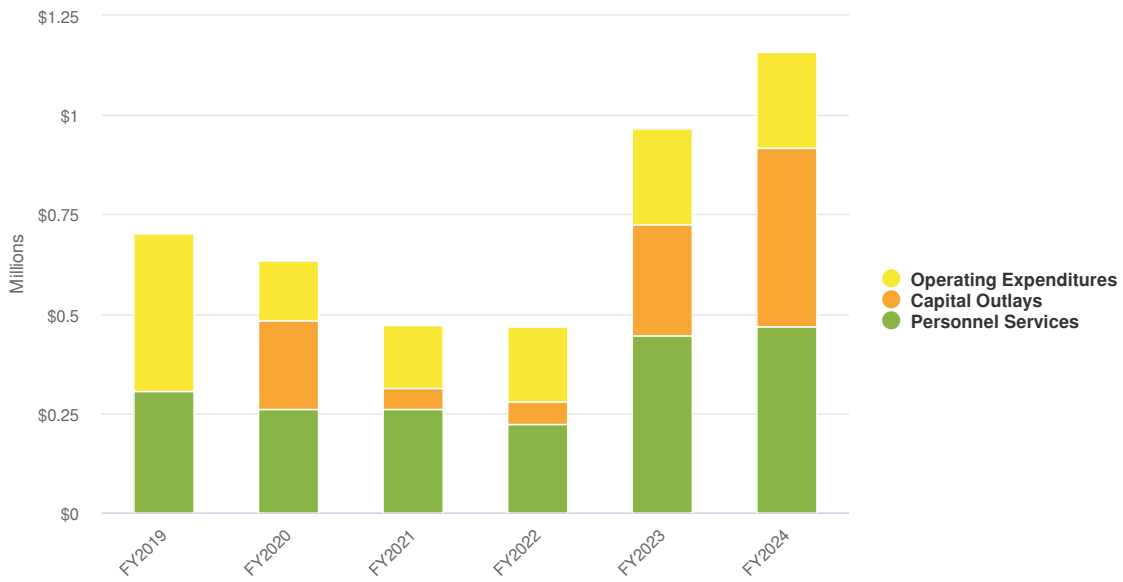
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
OPERATING SUPPLIES	\$59,573	\$66,977	\$105,000	\$50,000	\$45,000	-10%
GAS & OIL	\$0	\$18	\$0	\$12,250	\$12,250	0%
UNIFORMS	\$0	\$0	\$0	\$0	\$5,000	N/A
ROAD MATERIALS & SUPPLIES	\$0	\$511	\$7,000	\$7,000	\$7,000	0%
BOOKS, PUBS, SUBS MEMBERSHIPS	\$1,300	\$650	\$4,000	\$1,500	\$1,500	0%
TRAINING	\$1,418	\$520	\$4,000	\$4,000	\$4,000	0%
DEPRECIATION	\$0	\$0	\$2,000	\$0	\$0	0%
Total Operating Expenditures:	\$161,658	\$188,507	\$293,600	\$240,950	\$240,950	0%
Capital Outlays						
IMPROVEMENTS OTHER THAN BUILDINGS	\$39,037	\$28,900	\$0	\$281,000	\$450,000	60.1%
CAPITAL OUTLAY	\$12,215	\$29,251	\$15,000	\$0	\$0	0%
Total Capital Outlays:	\$51,253	\$58,152	\$15,000	\$281,000	\$450,000	60.1%
Total Expenditures:	\$473,549	\$469,145	\$684,350	\$966,835	\$1,159,450	19.9%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type

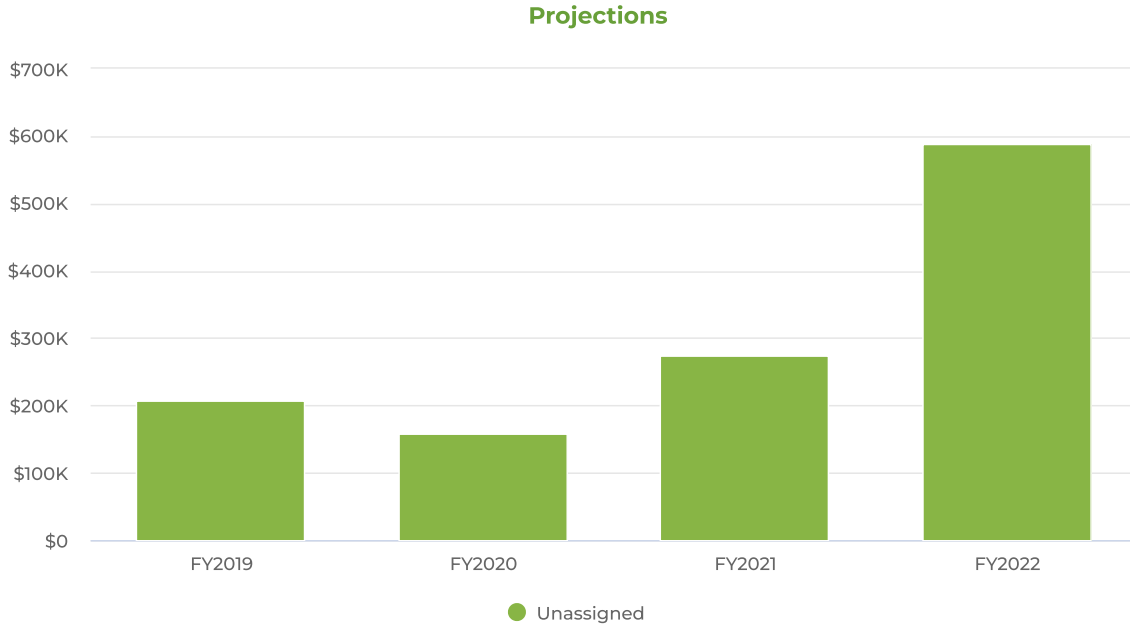


Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY24 Budget Workshop #1 (Stormwater Utility)	% Change
Expense Objects						
Personnel Services	\$260,639	\$222,486	\$375,750	\$444,885	\$468,500	5.3%
Operating Expenditures	\$161,658	\$188,507	\$293,600	\$240,950	\$240,950	0%
Capital Outlays	\$51,253	\$58,152	\$15,000	\$281,000	\$450,000	60.1%
Total Expense Objects:	\$473,549	\$469,145	\$684,350	\$966,835	\$1,159,450	19.9%



Fund Balance

There are no major changes in fund balances expected.



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Unassigned	\$206,453	\$159,057	\$274,066	\$588,819	\$314,753
Total Fund Balance:	\$206,453	\$159,057	\$274,066	\$588,819	\$314,753





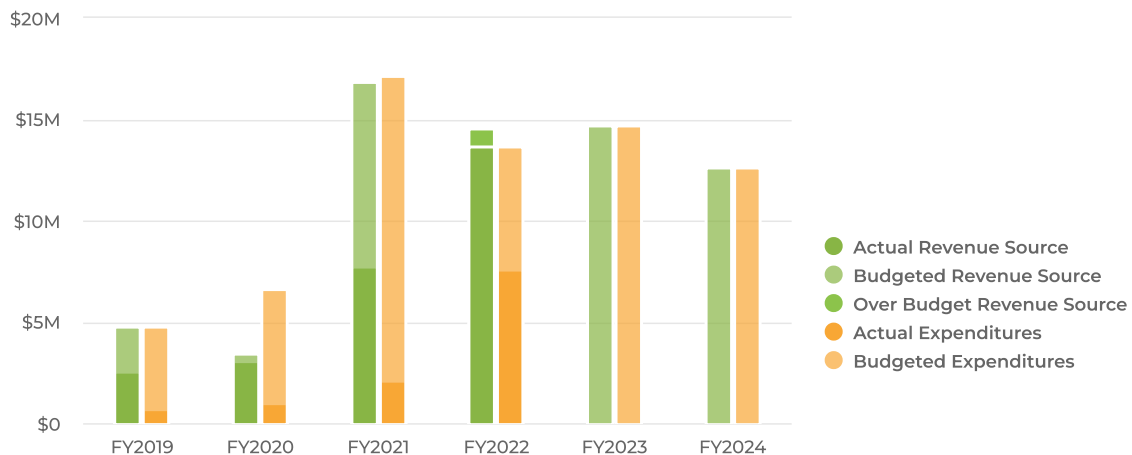
Other Enterprise Funds

The City of Haines City’s water and wastewater utility systems, as well as other publicly owned utility systems, face increasing capital commitments necessary to expand water and wastewater system facilities to serve new growth. The utility business is capital intensive and requires the commitment of significant resources in advance of the growth in demand. In addition, System improvements and regulatory compliance also require significant capital expenditures in today’s utility business environment. Further, the impact of inflation on System operating expenses and on the cost of new and replacement facilities results in upward pressure on monthly utility user rates. The compelling capital needs associated with the utility business and the desire to control the increase in monthly utility user rates and charges have resulted in the use of funding alternatives such as the City’s water and wastewater impact fees to finance, at least in part, the cost of System expansion. Generally, this practice has been labeled as “growth paying its own way.”

The purpose of impact fees is to assign, to the extent practical, growth-related capital costs to new development. To the extent new development requires capital investments necessary to provide new capacity, modern capital funding practices support the use of capacity or impact fees to recover the cost of such investments. Most municipalities and other utilities have recognized this strategy as being an appropriate method of funding the capital requirements that are a result of providing service capacity for new development.

Summary

The City of Haines City is projecting \$17.18M of revenue in FY2021, which represents a 381.6% increase over the prior year. Budgeted expenditures are projected to increase by 157.7% or \$10.51M to \$17.18M in FY2021.



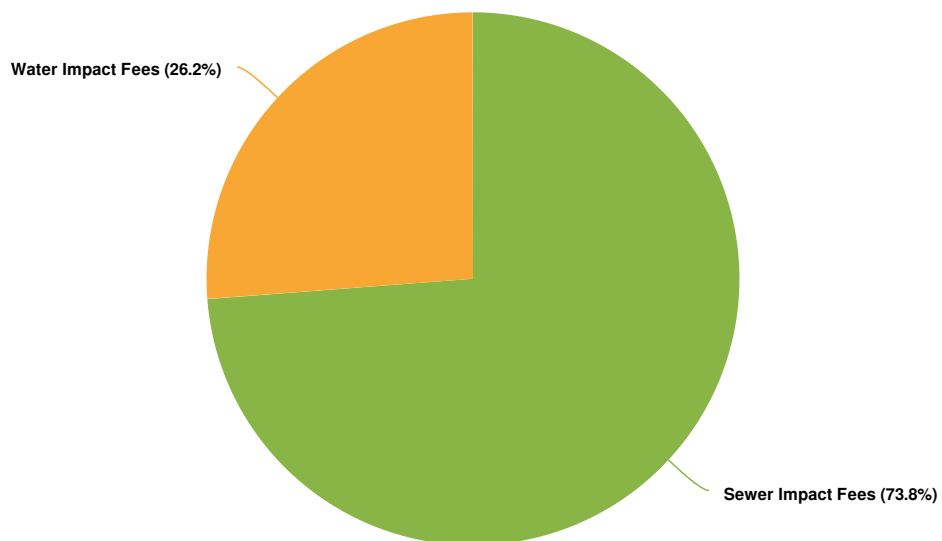
In Fiscal Year 2020, the City started a Water and Wastewater Impact Fee study to assess the current level of impact fees and their rationale to fund growth. At the time of budget adoption, that Study had not been adopted. Increases are expected some time is Fiscal Year 2021.

Other Enterprise Funds Comprehensive Summary

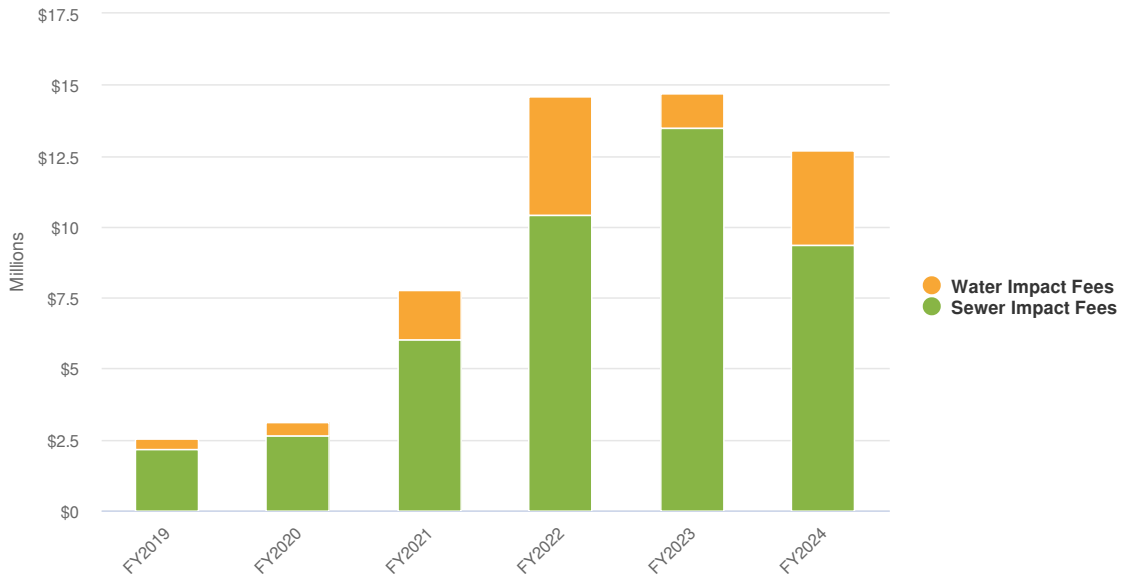
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$8,801,168	N/A	N/A	N/A	N/A
Revenues					
Permits, Fees, and Special Assessments	\$7,241,743	\$12,480,805	\$2,486,110	\$4,800,500	\$9,899,500
Intergovernmental Revenue	\$528,082	\$2,068,931	\$174,330	\$2,581,208	\$2,581,208
Misc Revenues	\$27,461	\$27,155	\$1,000	\$22,664	\$185,000
Other Sources	\$0	\$0	\$11,012,740	\$7,319,591	\$0
Total Revenues:	\$7,797,286	\$14,576,890	\$13,674,180	\$14,723,963	\$12,665,708
Expenditures					
Capital Outlays	\$2,094,468	\$7,660,595	\$13,674,180	\$11,648,918	\$12,665,708
Other Uses	\$18,013	\$0	\$0	\$3,075,045	\$0
Total Expenditures:	\$2,112,481	\$7,660,595	\$13,674,180	\$14,723,963	\$12,665,708
Total Revenues Less Expenditures:	\$5,684,806	\$6,916,294	\$0	\$0	\$0
Ending Fund Balance:	\$14,485,974	N/A	N/A	N/A	N/A

Revenue by Fund

2024 Revenue by Fund



Budgeted and Historical 2024 Revenue by Fund

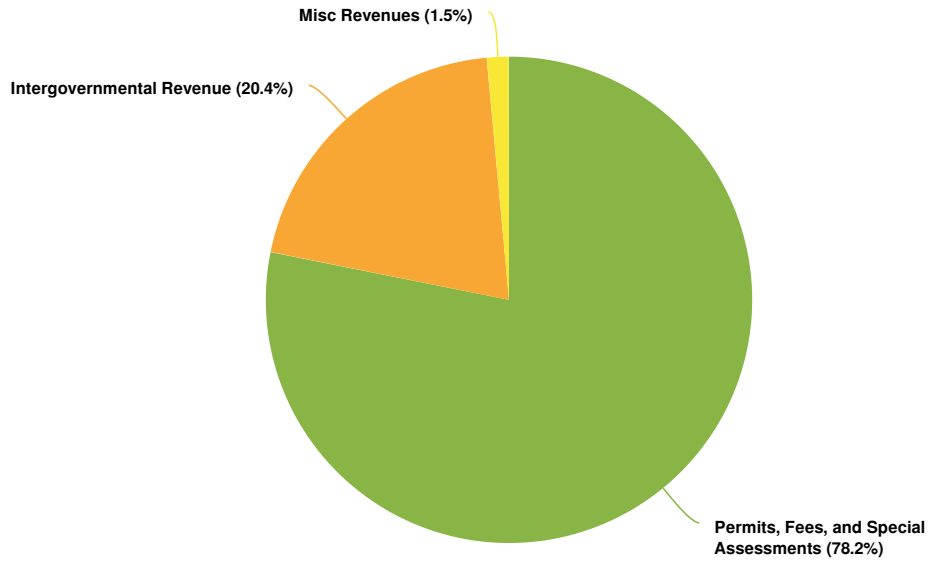


Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Water Impact Fees						
WATER IMPACT FEES (RESIDENTIAL)	\$2,218,354	\$4,296,983	\$560,000	\$1,200,000	\$3,200,000	166.7%
WATER IMPACT FEES (COMMERCIAL)	\$22,271	\$90,873	\$19,500	\$19,500	\$59,500	205.1%
DEV CREDIT-WATER IMPACT FEES (RES)	-\$481,852	-\$228,791	\$0	\$0	\$0	0%
INTEREST ON INVESTMENTS	\$5,793	\$8,548	\$500	\$22,143	\$60,000	171%
Total Water Impact Fees:	\$1,764,566	\$4,167,612	\$580,000	\$1,241,643	\$3,319,500	167.3%
Sewer Impact Fees						
SEWER IMPACT FEES (RESIDENTIAL)	\$5,959,776	\$8,589,868	\$1,800,000	\$3,490,000	\$6,490,000	86%
SEWER IMPACT FEES (COMMERCIAL)	\$69,838	\$194,360	\$106,610	\$91,000	\$150,000	64.8%
DEV CREDIT-SEWER IMPACT FEES (RES)	-\$546,644	-\$462,487	\$0	\$0	\$0	0%
STATE GRANT - SEWER/WASTEWATER	\$0	\$0	\$0	\$2,581,208	\$2,581,208	0%
SWFWMD Grant - Utilities	\$528,082	\$2,068,931	\$174,330	\$0	\$0	0%
INTEREST ON INVESTMENTS	\$21,668	\$18,607	\$500	\$521	\$125,000	23,892.3%
DEBT PROCEEDS	\$0	\$0	\$11,012,740	\$7,319,591	\$0	-100%
Total Sewer Impact Fees:	\$6,032,720	\$10,409,278	\$13,094,180	\$13,482,320	\$9,346,208	-30.7%
Total:	\$7,797,286	\$14,576,890	\$13,674,180	\$14,723,963	\$12,665,708	-14%

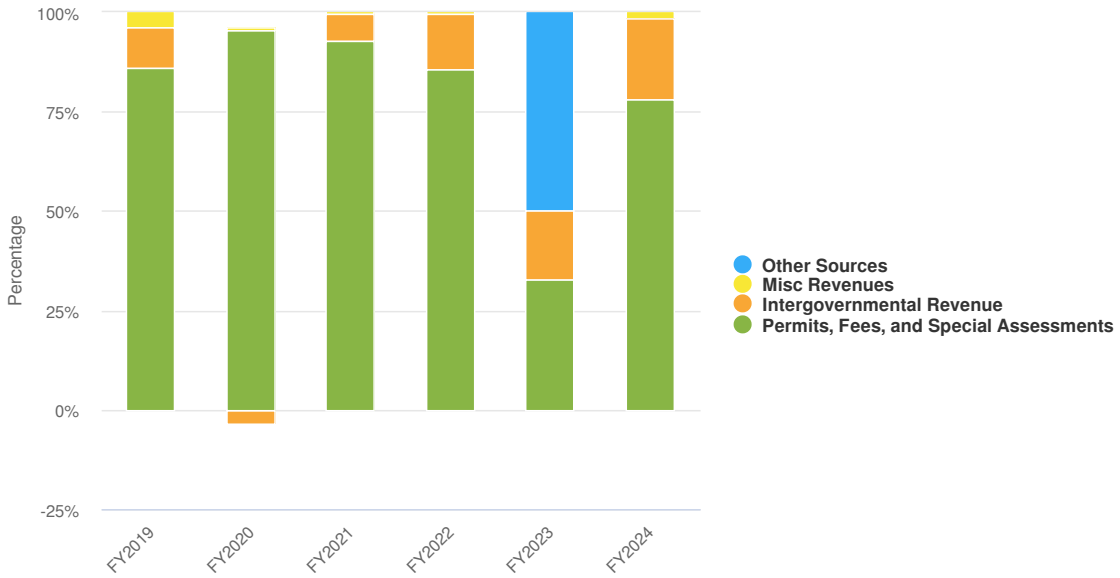


Revenues by Source

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source



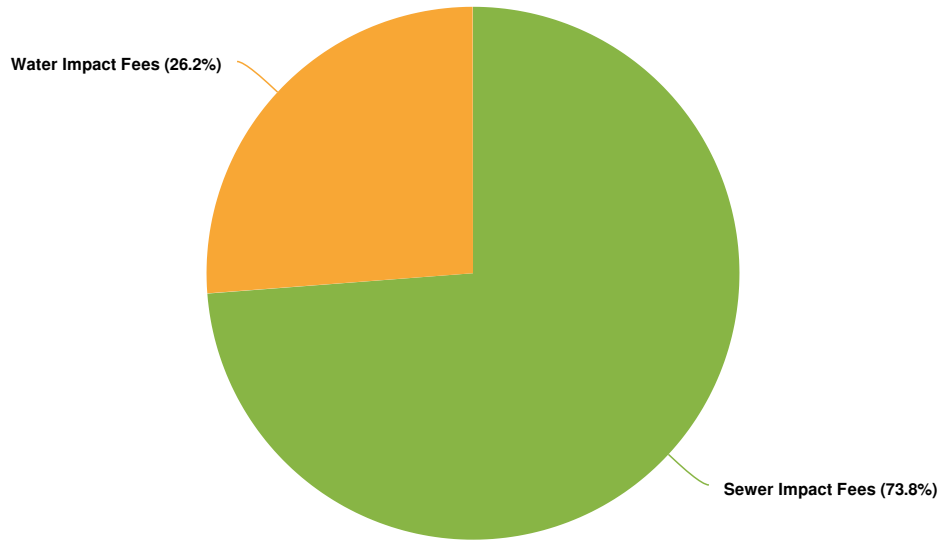
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Revenue Source						
Permits, Fees, and Special Assessments	\$7,241,743	\$12,480,805	\$2,486,110	\$4,800,500	\$9,899,500	106.2%
Intergovernmental Revenue	\$528,082	\$2,068,931	\$174,330	\$2,581,208	\$2,581,208	0%
Misc Revenues	\$27,461	\$27,155	\$1,000	\$22,664	\$185,000	716.3%



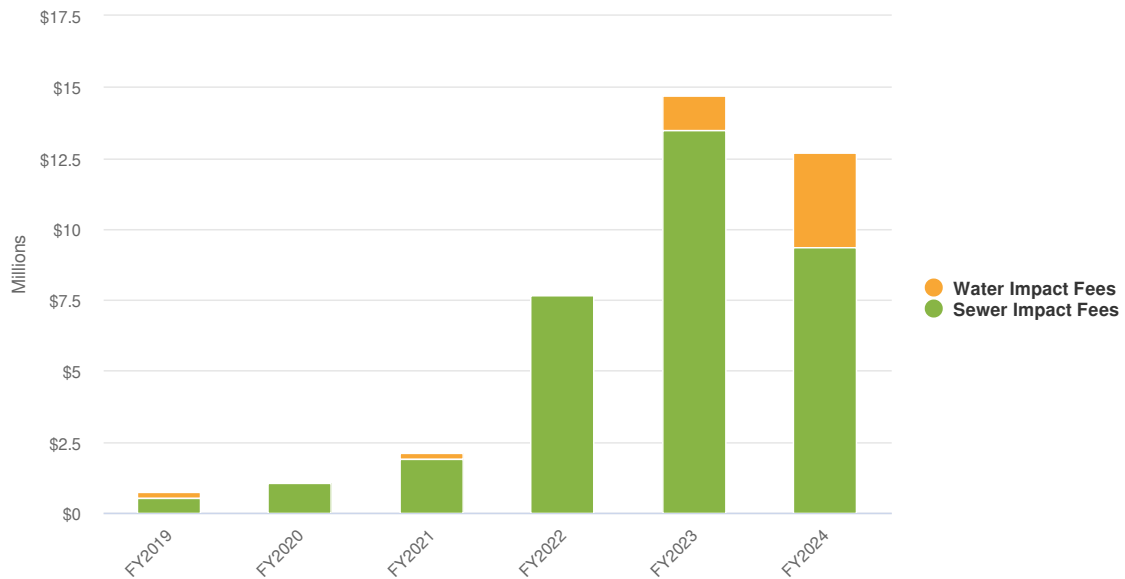
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Other Sources	\$0	\$0	\$11,012,740	\$7,319,591	\$0	-100%
Total Revenue Source:	\$7,797,286	\$14,576,890	\$13,674,180	\$14,723,963	\$12,665,708	-14%

Expenditures by Fund

2024 Expenditures by Fund



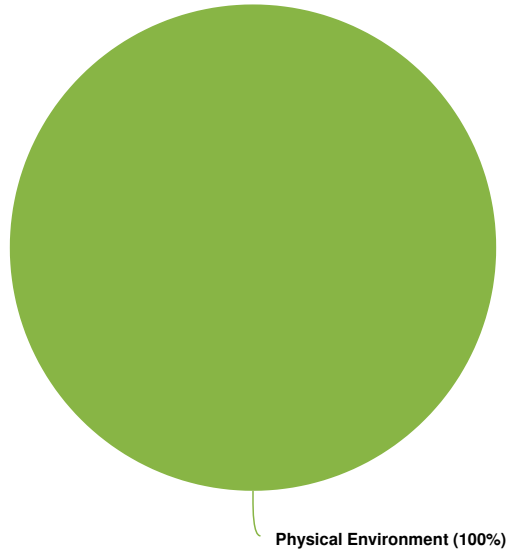
Budgeted and Historical 2024 Expenditures by Fund



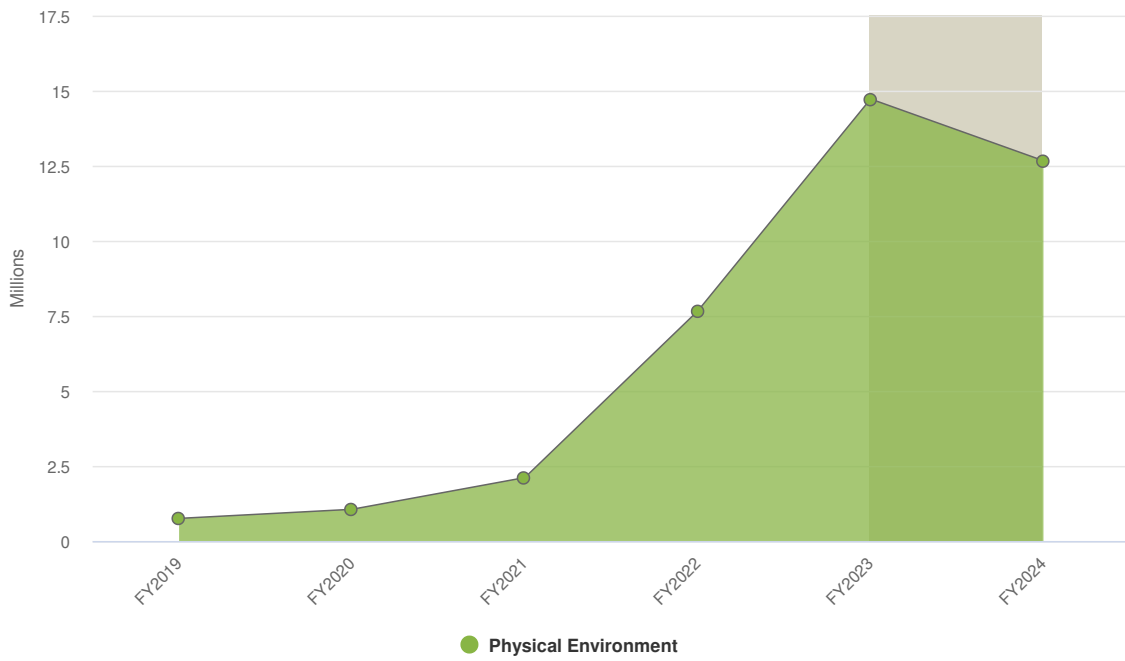
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Water Impact Fees						
Capital Outlays	\$211,599	\$0	\$580,000	\$1,241,643	\$3,319,500	167.3%
Total Water Impact Fees:	\$211,599	\$0	\$580,000	\$1,241,643	\$3,319,500	167.3%
Sewer Impact Fees						
Capital Outlays	\$1,882,870	\$7,660,595	\$13,094,180	\$10,407,275	\$9,346,208	-10.2%
Other Uses	\$18,013	\$0	\$0	\$3,075,045	\$0	-100%
Total Sewer Impact Fees:	\$1,900,882	\$7,660,595	\$13,094,180	\$13,482,320	\$9,346,208	-30.7%
Total:	\$2,112,481	\$7,660,595	\$13,674,180	\$14,723,963	\$12,665,708	-14%

Expenditures by Function

Budgeted Expenditures by Function



Budgeted and Historical Expenditures by Function



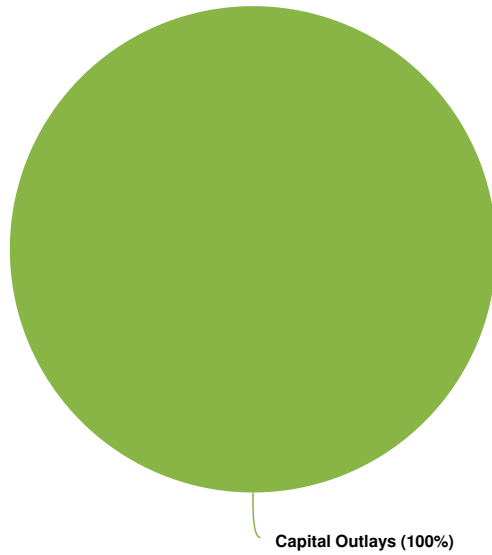
Grey background indicates budgeted figures.

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expenditures						
Physical Environment	\$2,112,481	\$7,660,595	\$13,674,180	\$14,723,963	\$12,665,708	-14%
Capital Outlays	\$2,094,468	\$7,660,595	\$13,674,180	\$11,648,918	\$12,665,708	8.7%
Other Uses	\$18,013	\$0	\$0	\$3,075,045	\$0	-100%
Total Expenditures:	\$2,112,481	\$7,660,595	\$13,674,180	\$14,723,963	\$12,665,708	-14%

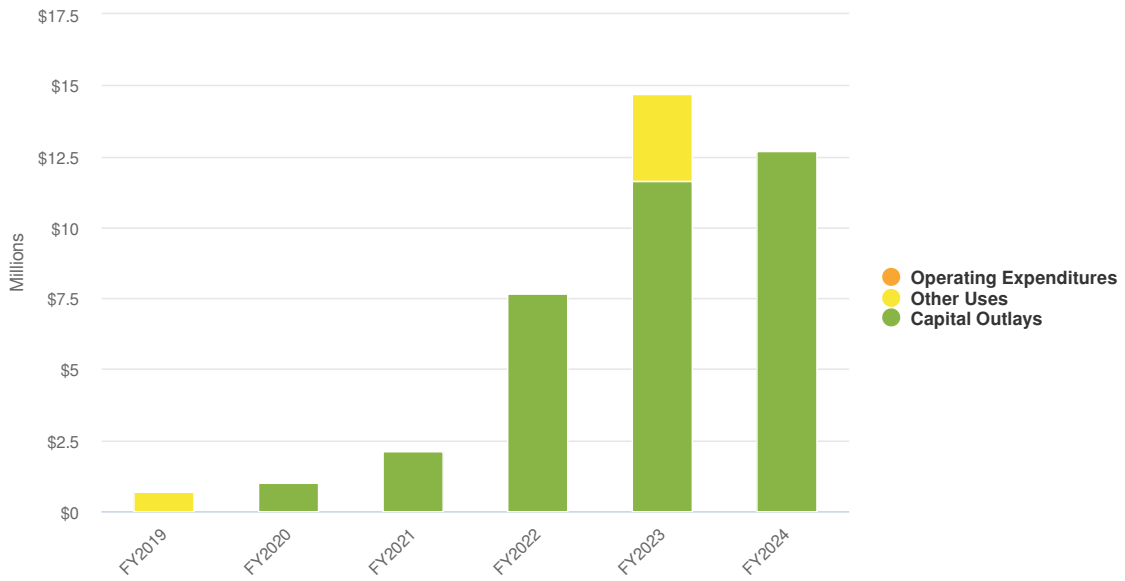


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Capital Outlays	\$2,094,468	\$7,660,595	\$13,674,180	\$11,648,918	\$12,665,708	8.7%
Other Uses	\$18,013	\$0	\$0	\$3,075,045	\$0	-100%
Total Expense Objects:	\$2,112,481	\$7,660,595	\$13,674,180	\$14,723,963	\$12,665,708	-14%

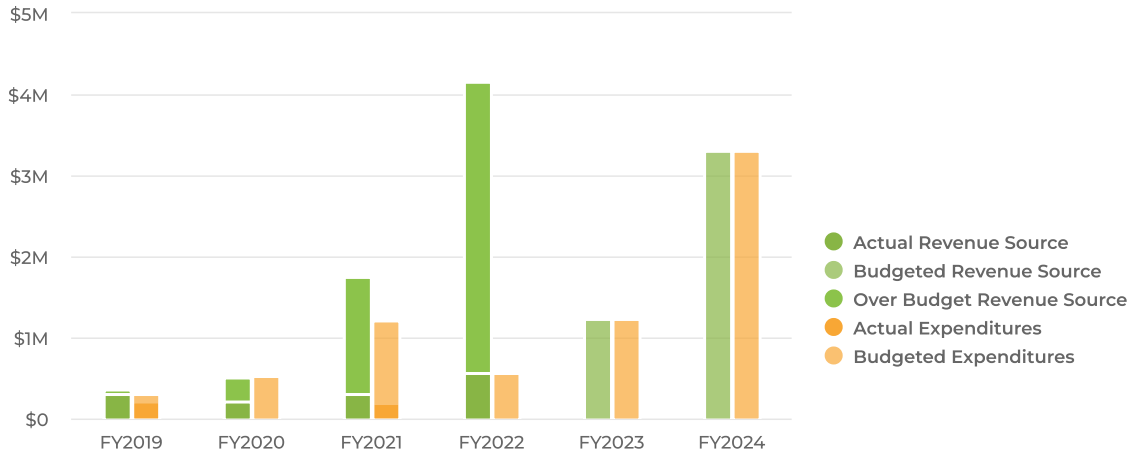




Water Impact Fee Fund

Summary

The City of Haines City is projecting \$3.32M of revenue in FY2024, which represents a 167.3% increase over the prior year. Budgeted expenditures are projected to increase by 167.3% or \$2.08M to \$3.32M in FY2024.



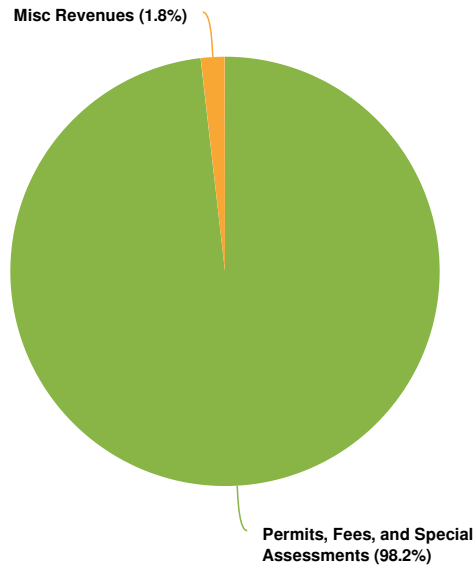
Water Impact Fee Fund Comprehensive Summary

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$1,848,791	N/A	N/A	N/A	N/A
Revenues					
Permits, Fees, and Special Assessments	\$1,758,773	\$4,159,064	\$579,500	\$1,219,500	\$3,259,500
Misc Revenues	\$5,793	\$8,548	\$500	\$22,143	\$60,000
Total Revenues:	\$1,764,566	\$4,167,612	\$580,000	\$1,241,643	\$3,319,500
Expenditures					
Capital Outlays	\$211,599	\$0	\$580,000	\$1,241,643	\$3,319,500
Total Expenditures:	\$211,599	\$0	\$580,000	\$1,241,643	\$3,319,500
Total Revenues Less Expenditures:	\$1,552,968	\$4,167,612	\$0	\$0	\$0
Ending Fund Balance:	\$3,401,759	N/A	N/A	N/A	N/A

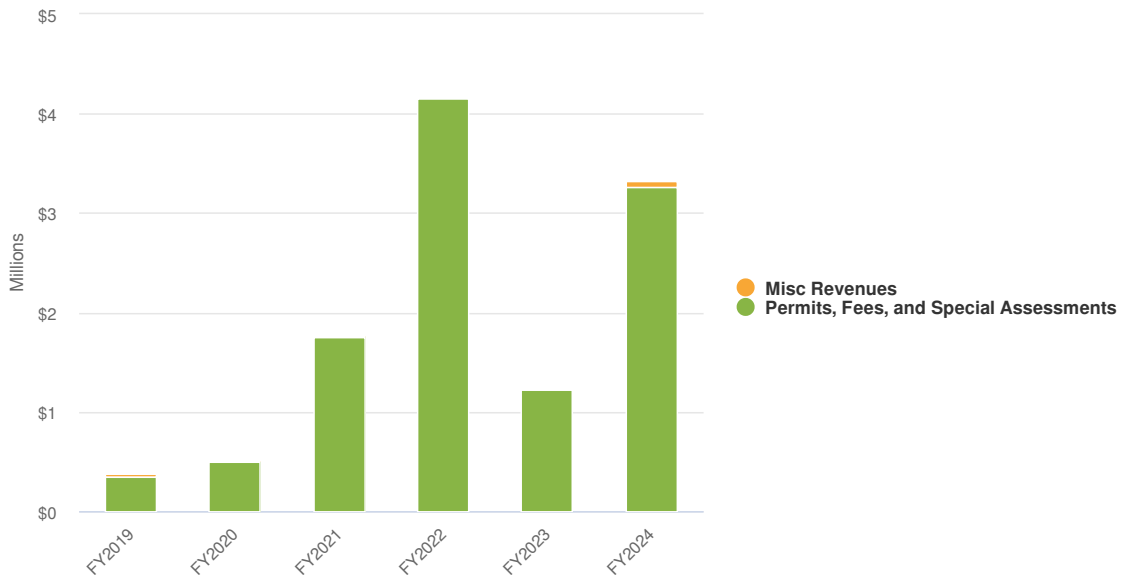


Revenues by Source

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source



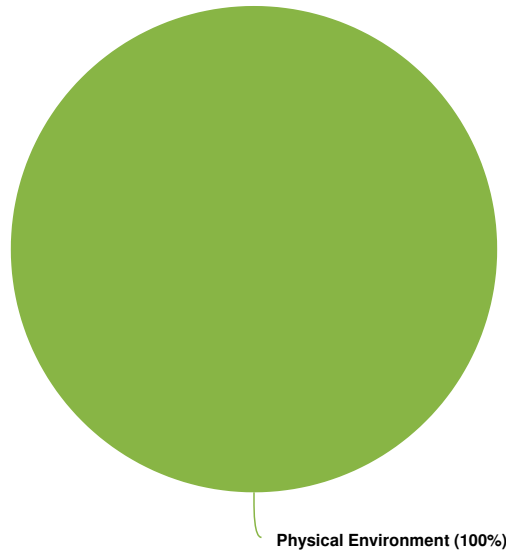
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Revenue Source						
Permits, Fees, and Special Assessments						
WATER IMPACT FEES (RESIDENTIAL)	\$2,218,354	\$4,296,983	\$560,000	\$1,200,000	\$3,200,000	166.7%
WATER IMPACT FEES (COMMERCIAL)	\$22,271	\$90,873	\$19,500	\$19,500	\$59,500	205.1%



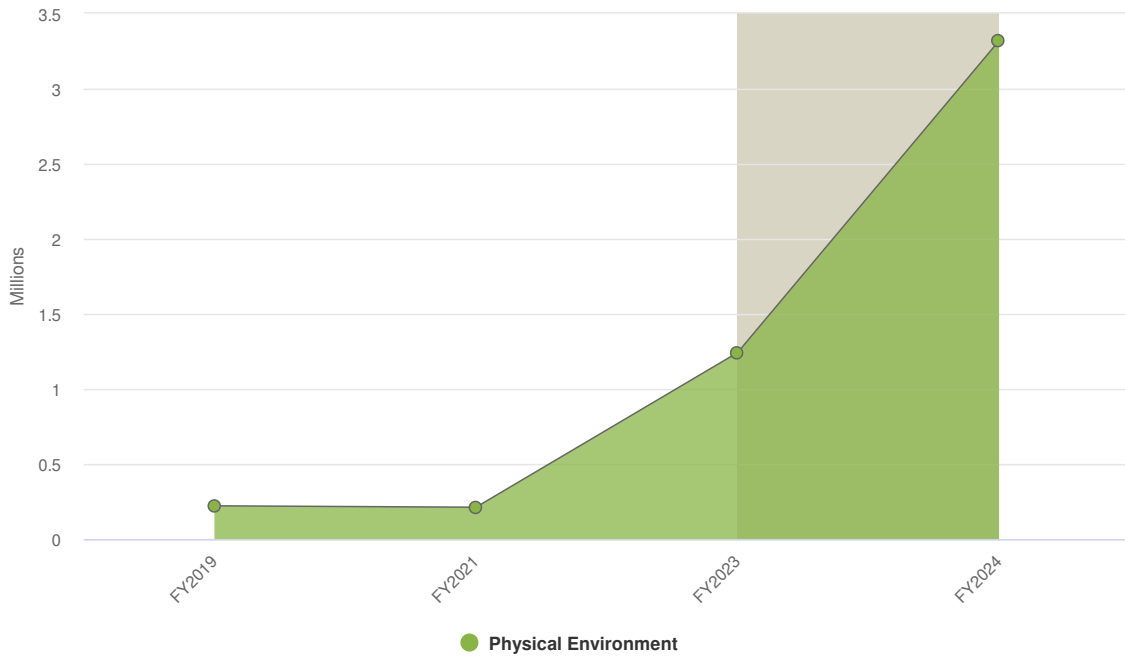
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
DEV CREDIT-WATER IMPACT FEES (RES)	-\$481,852	-\$228,791	\$0	\$0	\$0	0%
Total Permits, Fees, and Special Assessments:	\$1,758,773	\$4,159,064	\$579,500	\$1,219,500	\$3,259,500	167.3%
Misc Revenues						
INTEREST ON INVESTMENTS	\$5,793	\$8,548	\$500	\$22,143	\$60,000	171%
Total Misc Revenues:	\$5,793	\$8,548	\$500	\$22,143	\$60,000	171%
Total Revenue Source:	\$1,764,566	\$4,167,612	\$580,000	\$1,241,643	\$3,319,500	167.3%

Expenditures by Function

Budgeted Expenditures by Function



Budgeted and Historical Expenditures by Function



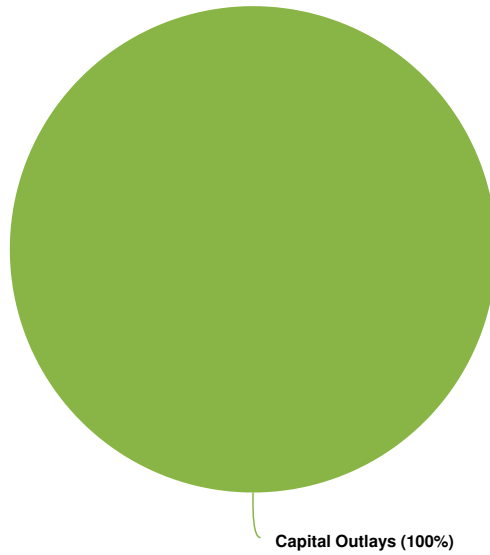
Grey background indicates budgeted figures.

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expenditures						
Physical Environment						
INFRASTRUCTURE	\$211,599	\$0	\$580,000	\$1,241,643	\$3,319,500	167.3%
<i>New Water Lines</i>	\$0	\$0	\$0	\$1,175,000	\$1,000,000	-14.9%
<i>PRWC</i>	\$0	\$0	\$0	\$0	\$2,315,000	N/A
<i>Capital Projects</i>	\$0	\$0	\$0	\$66,643	\$4,500	-93.2%
Total Physical Environment:	\$211,599	\$0	\$580,000	\$1,241,643	\$3,319,500	167.3%
Total Expenditures:	\$211,599	\$0	\$580,000	\$1,241,643	\$3,319,500	167.3%

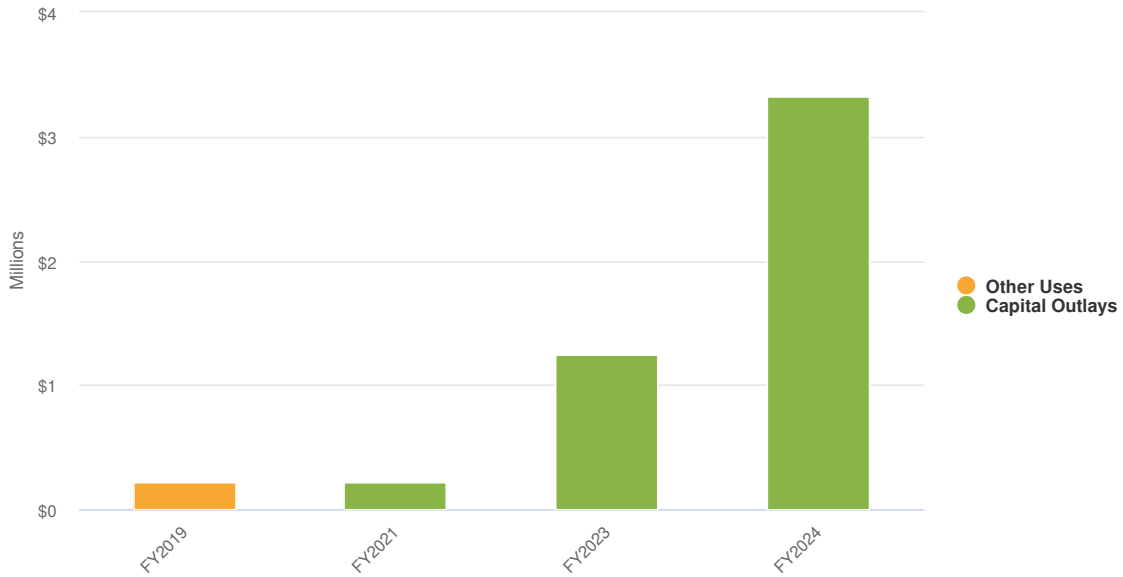


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type

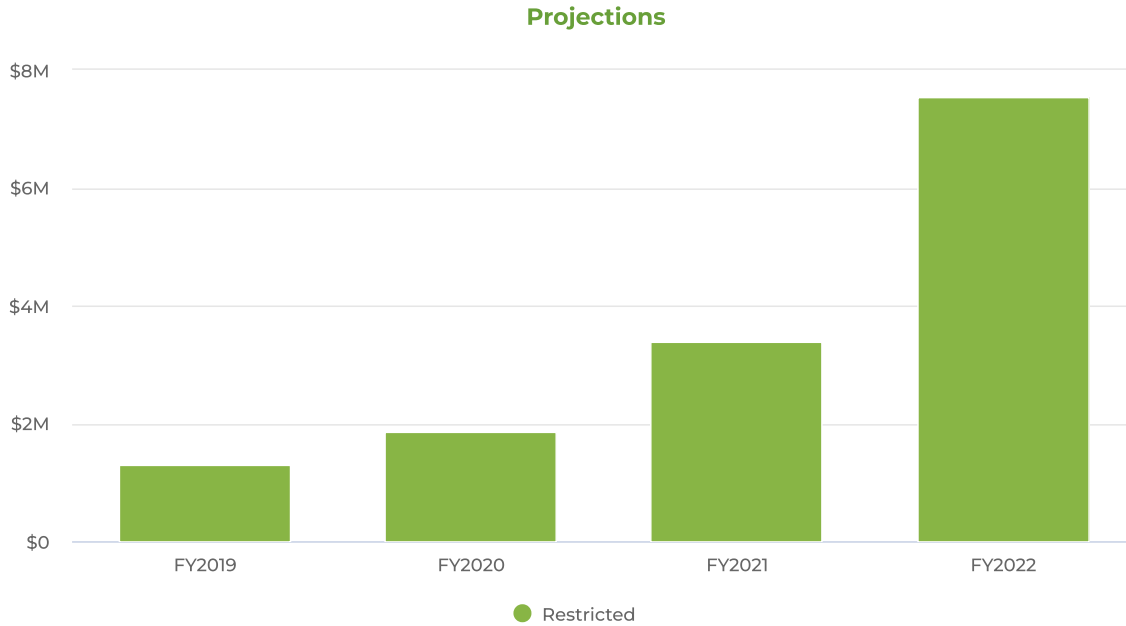


Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Expense Objects					
Capital Outlays					
INFRASTRUCTURE	\$211,599	\$0	\$580,000	\$1,241,643	\$3,319,500
<i>New Water Lines</i>	\$0	\$0	\$0	\$1,175,000	\$1,000,000



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
<i>PRWC</i>	\$0	\$0	\$0	\$0	\$2,315,000
<i>Capital Projects</i>	\$0	\$0	\$0	\$66,643	\$4,500
Total Capital Outlays:	\$211,599	\$0	\$580,000	\$1,241,643	\$3,319,500
Total Expense Objects:	\$211,599	\$0	\$580,000	\$1,241,643	\$3,319,500

Fund Balance



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Restricted	\$1,293,853	\$1,848,791	\$3,382,312	\$7,549,924	\$4,167,612
Total Fund Balance:	\$1,293,853	\$1,848,791	\$3,382,312	\$7,549,924	\$4,167,612

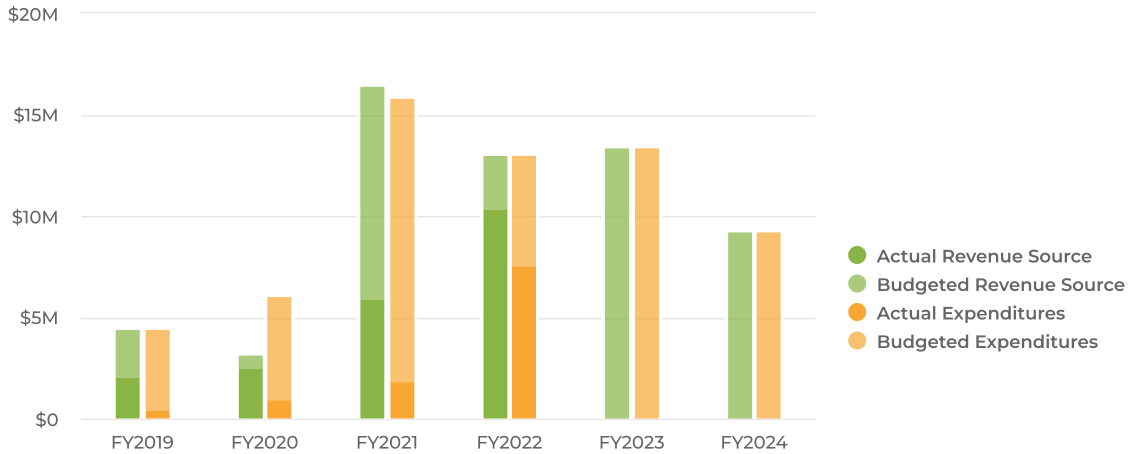




Sewer Impact Fee Fund

Summary

The City of Haines City is projecting \$9.35M of revenue in FY2024, which represents a 30.7% decrease over the prior year. Budgeted expenditures are projected to decrease by 30.7% or \$4.14M to \$9.35M in FY2024.



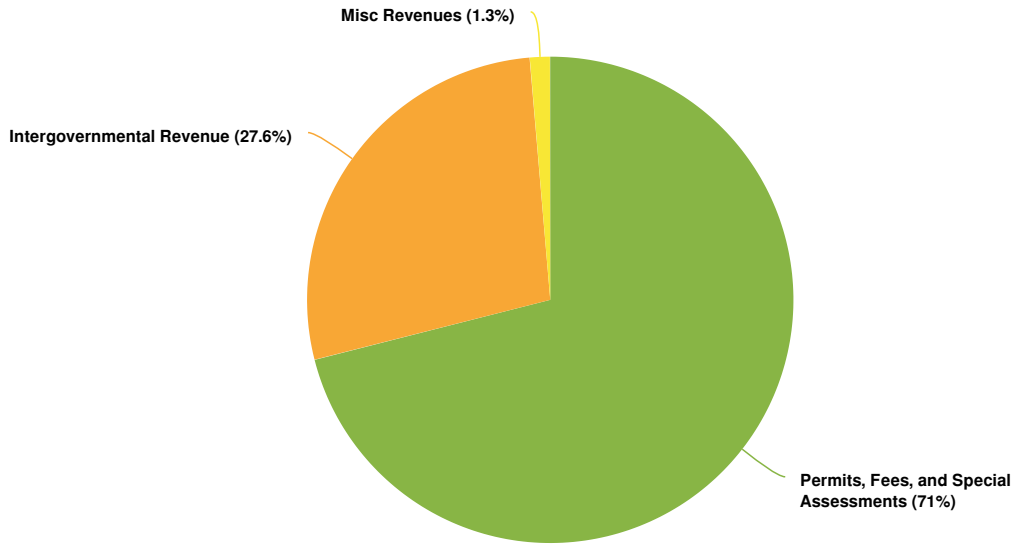
Sewer Impact Fee Fund Comprehensive Summary

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Beginning Fund Balance:	\$6,952,377	N/A	N/A	N/A	N/A
Revenues					
Permits, Fees, and Special Assessments	\$5,482,970	\$8,321,740	\$1,906,610	\$3,581,000	\$6,640,000
Intergovernmental Revenue	\$528,082	\$2,068,931	\$174,330	\$2,581,208	\$2,581,208
Misc Revenues	\$21,668	\$18,607	\$500	\$521	\$125,000
Other Sources	\$0	\$0	\$11,012,740	\$7,319,591	\$0
Total Revenues:	\$6,032,720	\$10,409,278	\$13,094,180	\$13,482,320	\$9,346,208
Expenditures					
Capital Outlays	\$1,882,870	\$7,660,595	\$13,094,180	\$10,407,275	\$9,346,208
Other Uses	\$18,013	\$0	\$0	\$3,075,045	\$0
Total Expenditures:	\$1,900,882	\$7,660,595	\$13,094,180	\$13,482,320	\$9,346,208
Total Revenues Less Expenditures:	\$4,131,838	\$2,748,683	\$0	\$0	\$0
Ending Fund Balance:	\$11,084,215	N/A	N/A	N/A	N/A

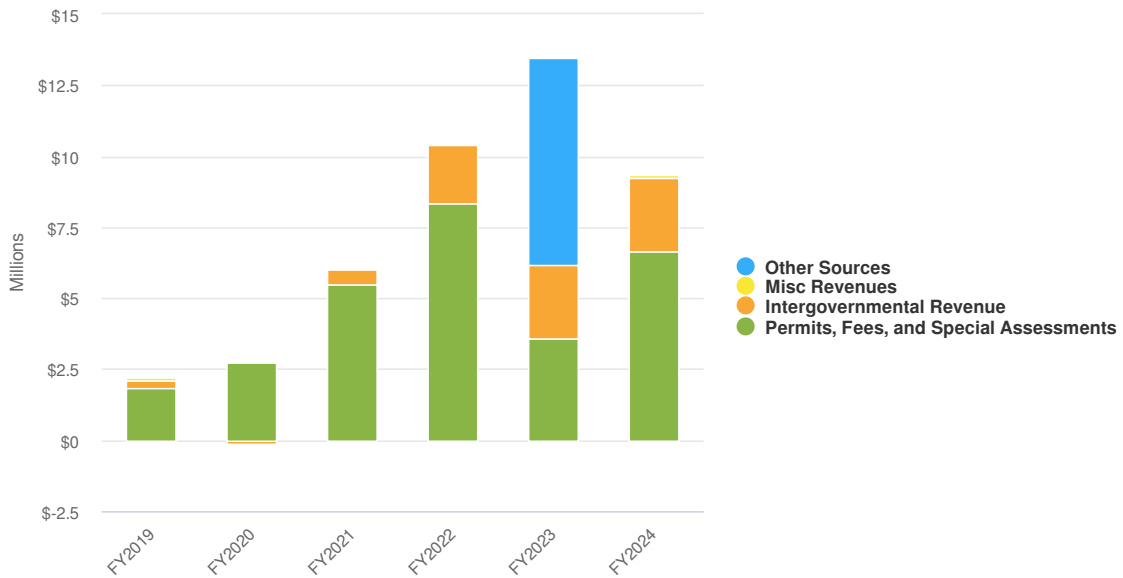


Revenues by Source

Projected 2024 Revenues by Source



Budgeted and Historical 2024 Revenues by Source



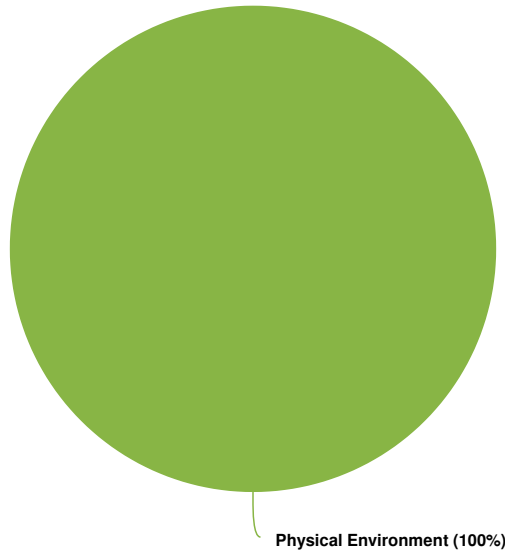
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Revenue Source					
Permits, Fees, and Special Assessments					
SEWER IMPACT FEES (RESIDENTIAL)	\$5,959,776	\$8,589,868	\$1,800,000	\$3,490,000	\$6,490,000
SEWER IMPACT FEES (COMMERCIAL)	\$69,838	\$194,360	\$106,610	\$91,000	\$150,000
DEV CREDIT-SEWER IMPACT FEES (RES)	-\$546,644	-\$462,487	\$0	\$0	\$0



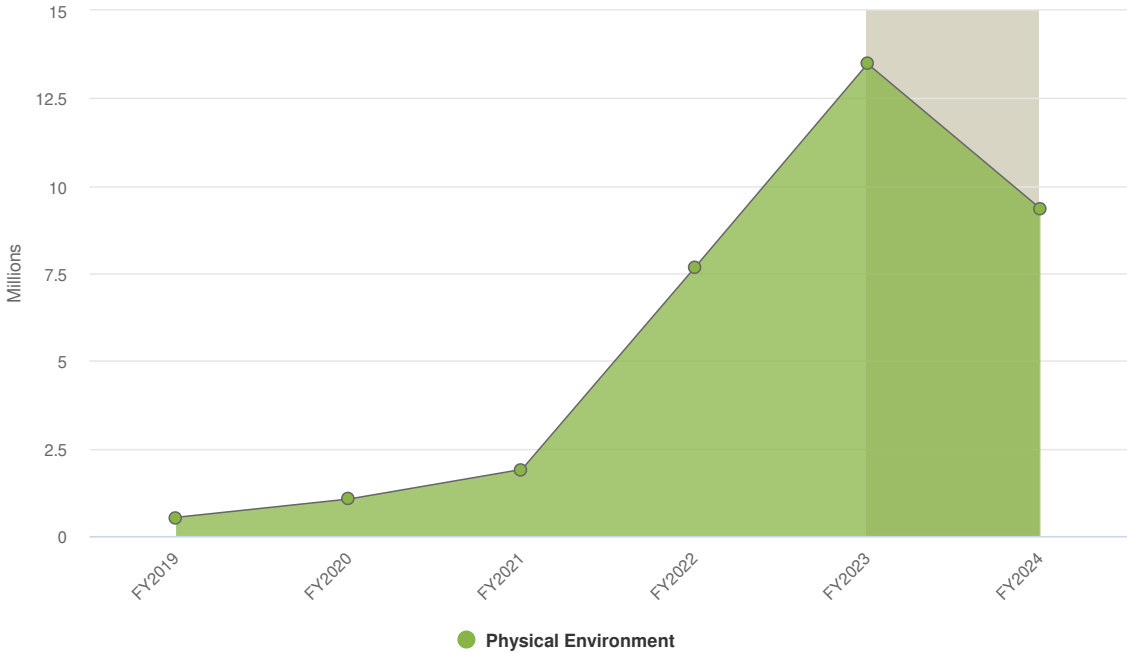
Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted
Total Permits, Fees, and Special Assessments:	\$5,482,970	\$8,321,740	\$1,906,610	\$3,581,000	\$6,640,000
Intergovernmental Revenue					
STATE GRANT - SEWER/WASTEWATER	\$0	\$0	\$0	\$2,581,208	\$2,581,208
SWFWMD Grant - Utilities	\$528,082	\$2,068,931	\$174,330	\$0	\$0
Total Intergovernmental Revenue:	\$528,082	\$2,068,931	\$174,330	\$2,581,208	\$2,581,208
Misc Revenues					
INTEREST ON INVESTMENTS	\$21,668	\$18,607	\$500	\$521	\$125,000
Total Misc Revenues:	\$21,668	\$18,607	\$500	\$521	\$125,000
Other Sources					
DEBT PROCEEDS	\$0	\$0	\$11,012,740	\$7,319,591	\$0
Total Other Sources:	\$0	\$0	\$11,012,740	\$7,319,591	\$0
Total Revenue Source:	\$6,032,720	\$10,409,278	\$13,094,180	\$13,482,320	\$9,346,208

Expenditures by Function

Budgeted Expenditures by Function



Budgeted and Historical Expenditures by Function



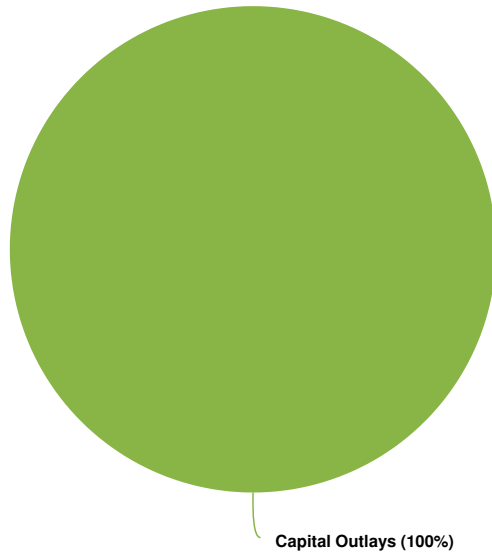
Grey background indicates budgeted figures.

Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expenditures						
Physical Environment						
TRANSFER	\$18,013	\$0	\$0	\$3,075,045	\$0	-100%
INFRASTRUCTURE	\$1,882,870	\$7,660,595	\$13,094,180	\$10,407,275	\$96,208	-99.1%
WW TREATMENT PLANT EXPANSION	\$0	\$0	\$0	\$0	\$9,250,000	N/A
Total Physical Environment:	\$1,900,882	\$7,660,595	\$13,094,180	\$13,482,320	\$9,346,208	-30.7%
Total Expenditures:	\$1,900,882	\$7,660,595	\$13,094,180	\$13,482,320	\$9,346,208	-30.7%

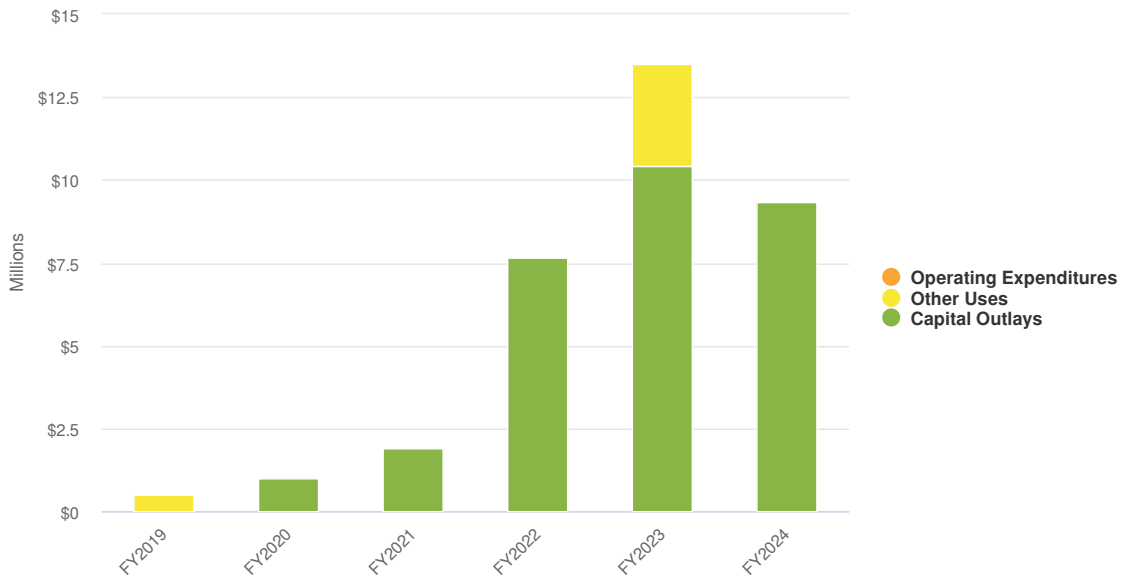


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
Expense Objects						
Capital Outlays						
INFRASTRUCTURE	\$1,882,870	\$7,660,595	\$13,094,180	\$10,407,275	\$96,208	-99.1%



Name	FY2021 Actual	FY2022 Actual	FY2022 Budgeted	FY2023 Budgeted	FY2024 Budgeted	% Change
WW TREATMENT PLANT EXPANSION	\$0	\$0	\$0	\$0	\$9,250,000	N/A
Total Capital Outlays:	\$1,882,870	\$7,660,595	\$13,094,180	\$10,407,275	\$9,346,208	-10.2%
Other Uses						
TRANSFER	\$18,013	\$0	\$0	\$3,075,045	\$0	-100%
Total Other Uses:	\$18,013	\$0	\$0	\$3,075,045	\$0	-100%
Total Expense Objects:	\$1,900,882	\$7,660,595	\$13,094,180	\$13,482,320	\$9,346,208	-30.7%

Fund Balance



	FY2019	FY2020	FY2021	FY2022	\$ Change
Fund Balance	—	—	—	—	
Restricted	\$5,014,375	\$6,952,377	\$10,930,451	\$13,697,133	\$2,766,682
Total Fund Balance:	\$5,014,375	\$6,952,377	\$10,930,451	\$13,697,133	\$2,766,682

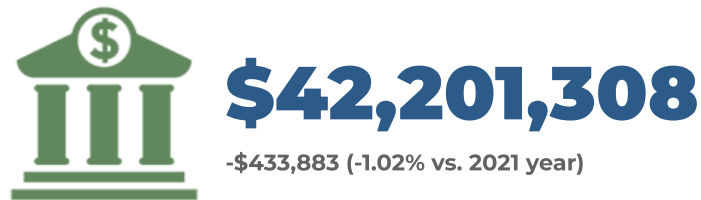


DEBT



Government-wide Debt Overview

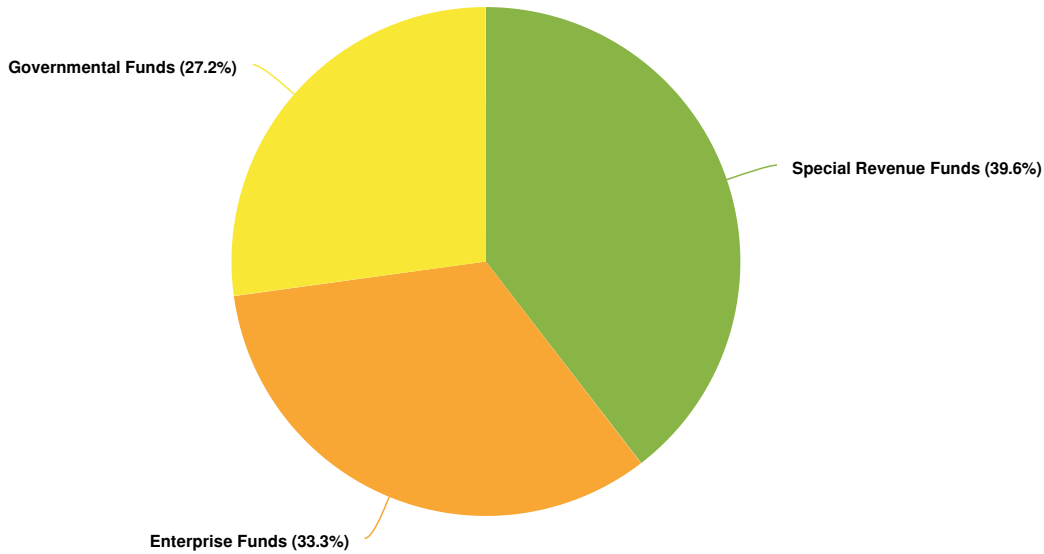
There is no legal debt margin established for the City of Haines City pursuant to the Constitution of the State of Florida, Florida Statutes, City ordinance or other laws applicable to the City of Haines City. The City's audited long term debt outstanding for Fiscal Year ending September 30, 2021 is shown below.



Debt and debt management are critical components of the City's overall budget. Currently, the debt incurred by the City, after totaling all funds, is \$42,635,191 with the year 2036 as the final maturity date on all the debt, assuming that no modifications or variances occur. The debt found in the General Fund is \$13,063,202. The total debt service payment anticipated in FY 2021 is \$1.403 million for the General Fund, \$1.861 million for the CRA, and \$1.494 million for the Water & Sewer Fund. Part of the City's debt financing complies with two major aspects associated with its ability to borrow capital for investments that represent organizational needs. One aspect is the debt service coverage ratio must exceed 1.5. This particular financial indicator looks at the average non-ad valorem revenues and the maximum debt service. To date, the coverage ratio for Haines City is 5.72. The City has made huge strides in improving this metric in recent years.

Another financial metric examines the maximum annual debt service on government debt, which is divided by the net governmental funds revenue. This particular financial indicator gauges the City's capacity to handle additional debt. The percentage must not exceed 20%. Haines City sits at approximately 7.9%. Both of these tests are part of the anti-dilution test that is required by the lending institution to gauge borrowing capacity, and the City's ability to pay its debts. Even though the City remains in very strong financial condition, additional debt should be considered before capital is borrowed for future projects. It is critically important that the City maintains a strong financial position and continuously look to reduce its long-term debt in order to provide greater financial liquidity for the organization moving forward.

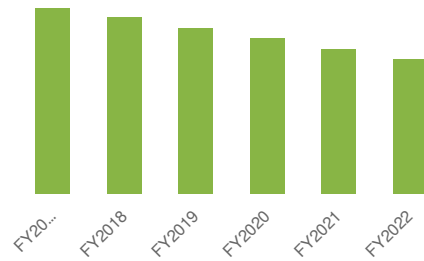
Debt by Fund



	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	\$ Change
All Funds	Actual	Actual	Actual	Actual	Actual	Actual	
Governmental Funds	\$16,332,112	\$15,477,677	\$14,716,640	\$13,888,336	\$13,063,202	\$11,458,383	\$-1,604,819
Special Revenue Funds	\$23,078,263	\$21,909,623	\$20,632,207	\$19,355,396	\$18,044,615	\$16,697,617	\$-1,346,998
Enterprise Funds	\$15,698,377	\$14,713,182	\$13,598,348	\$12,608,952	\$11,527,374	\$14,045,308	\$2,517,934
Total All Funds:	\$55,108,752	\$52,100,482	\$48,947,195	\$45,852,684	\$42,635,191	\$42,201,308	\$-433,883

Special Revenue Funds

The City's Community Redevelopment Agency (CRA) was enacted by Ordinance No. 770 on April 19, 1990. It was amended by Resolution No. 558 on April 4, 1991. This debt service is associated with capital investments made by the City in previous years, most notably the redevelopment of Lake Eva Park. The City refinancing this debt in 2016 resulting in an overall savings of \$3.1 million.

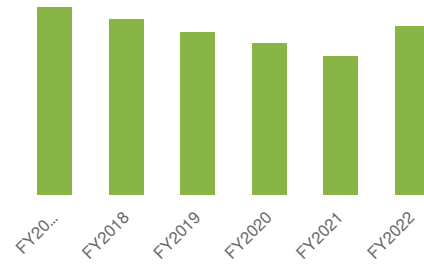


	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	\$ Change
Special Revenue Funds	Actual	Actual	Actual	Actual	Actual	Actual	
CRA Fund	\$23,078,263	\$21,909,623	\$20,632,207	\$19,355,396	\$18,044,615	\$16,697,617	\$-1,346,998
Total Special Revenue Funds:	\$23,078,263	\$21,909,623	\$20,632,207	\$19,355,396	\$18,044,615	\$16,697,617	\$-1,346,998



Enterprise Funds

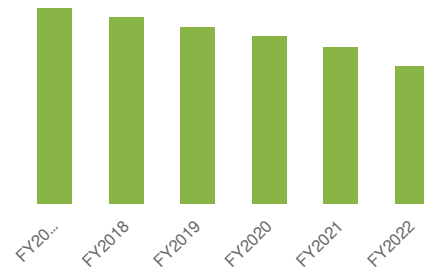
Debt in the Enterprise fund financed a regional bio-solids and organic waste composting facility, Anionic Ionexchange project, plant expansion and more. This fund will experience a significant increase in debt in the near future to fund infrastructure upgrades needed throughout the City's 56 square miles of utility service area to keep up with the growth occurring in and around the City. The implementation of the City's 2018 rate study has provided the essential revenue foundation to fund the growth through debt as well.



	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	\$ Change
Enterprise Funds	Actual	Actual	Actual	Actual	Actual	Actual	
Water & Sewer Fund	\$15,698,377	\$14,713,182	\$13,598,348	\$12,608,952	\$11,527,374	\$14,045,308	\$2,517,934
Total Enterprise Funds:	\$15,698,377	\$14,713,182	\$13,598,348	\$12,608,952	\$11,527,374	\$14,045,308	\$2,517,934

Governmental Funds

The City's General Fund carries a broad spectrum of debt related projects ranging from the most prominent being the recent construction of the City Hall / Library/ Fire Station buildings. Additional projects include a portion of the Lake Eva project, a Fire Assessment Revenue Note, and an Equipment Financing Note. The FY23 budget has \$40 million in additional debt earmarked for a City Hall Annex & Parking Garage, a Fire/EOC complex, and a 32 acre sports complex addition to Larry Parrish Park.



	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	\$ Change
Governmental Funds	Actual	Actual	Actual	Actual	Actual	Actual	
General Fund	\$16,332,112	\$15,477,677	\$14,716,640	\$13,888,336	\$13,063,202	\$11,458,383	\$-1,604,819
Total Governmental Funds:	\$16,332,112	\$15,477,677	\$14,716,640	\$13,888,336	\$13,063,202	\$11,458,383	\$-1,604,819

Debt Snapshot



\$42,201,308

-\$433,883 (-1.02% vs. 2021 year)

Summarized below is the City's debt issued to finance the acquisition and construction of major capital facilities that is outstanding as of September 30, 2021:

Governmental activities debt (direct borrowings)

CenterState Bank Note 2014 (CityHall,Library/Fire): \$11,748,000 loan payable (\$8,630,000 in principal remaining at September 30, 2021) – Funds borrowed to finance the construction of a new City Hall/Library municipal complex and fire station in the downtown area. The financing was accomplished through the Build America Bond Program, under the Recovery Zone Economic Development Bond (RZEDB) provision, with a 25 year variable rate bank note with CenterState Bank in the principal amount of \$11,748,000. The RZEDB program is a stimulus program administered through the Department of Treasury/IRS where 45% of interest payments associated with qualified financing is federally subsidized.

The CenterState Bank loan is secured by a pledge and lien upon the revenues derived by the City from the electricity portion of the City's Utility Services Tax together with a lien on the rebate subsidy credit that it will receive from the federal government. Semi-annual payments will be made over a 25 year period, including interest at 4.92%. The total principal and interest remaining to be paid on the CenterState Bank loan was \$12,056,952, less a subsidy of \$1,542,129, as of September 30, 2021. Interest paid was \$437,253 and total pledged revenue was \$2,491,234 for the fiscal year ended September 30, 2021.

CenterState Non-Advalorem Revenue Refunding Note, Series 2014: \$4,636,000 loan payable (\$2,862,000 in principal remaining at September 30, 2021) –Funds borrowed during fiscal year 2016 to refund two previous notes with Municipal Loan Council. Annual payments will be made over a 15 year period, including interest at 2.70%.

CenterState Equipment Financing Note, Series 2015: \$967,894 loan payable (\$256,817 in principal remaining at September 30, 2021) - Funds borrowed during fiscal year 2016 to finance various vehicles and equipment purchases. Annual payments will be made over a ten year period, including interest at 2.65%.

CenterState Capital Improvement Refunding Revenue Note Series 2016: \$24,109,000 loan payable (\$18,742,000 in principal remaining at September 30, 2021) – Funds borrowed during fiscal year 2017 to refund \$2,725,000 of the Police Station Loan from

the Florida Municipal Loan Council and \$21,780,000 of the CRA projects loan from the Florida Municipal Loan Council. Semi-annual payments will be made over a 17 year period, including interest at 2.95%. The excess of the reacquisition price over the net carrying amount of the old debt of \$1,071,069 is reflected as a deferred outflow and is being amortized over 17 years.

CenterState Fire Srvs Assessment Note, Series 2017: \$835,000 loan payable (\$617,000 in principal remaining at September 30, 2021) - Funds borrowed during fiscal year 2017 to finance the acquisition of a 2016 E-One 95 foot platform on a Cyclone II Chassis fire engine.

Business-type activities debt (direct borrowings)

Utility System Revenue Note, Series 2013A: \$3,670,000 (\$1,171,000 in principal remaining on September 30, 2021) – Funds borrowed to finance construction of various water and sewer system improvements. Semi-annual loan payments began in October 2014, including interest of 1.83%.

State Revolving Fund Loan WW765080: \$4,031,127 (\$2,361,478 in principal remaining at September 30, 2021) – Funds borrowed to finance construction of a sewer plant expansion project. The maximum amount of the loan is \$4,124,761, including capitalized interest of \$75,565. Semi-annual loan payments began on April 15, 2014. The loan will be repaid in 40 semi-annual payments including interest at 2.26%, 2.31% and 2.34%, which applies to various loan increments.

State Revolving Fund Loan DW530410: \$369,362 (\$201,616 in principal remaining at September 30, 2021)– Funds borrowed to finance construction of a water main expansion and new ground storage reservoirs projects. Semi-annual loan payments began on June 15, 2011. The loan will be repaid in 40 semiannual payments including interest at 2.71%. The loan is part of an agreement with the Florida Department of Environmental Protection which provides principal forgiveness on loans funded by the American Recovery and Reinvestment Act. Of the total \$2,462,413 awarded under this agreement, the estimated amount of principal forgiveness is \$2,093,051, the amount of money awarded pursuant to this agreement that is not to be repaid.

State Revolving Fund Loan DW530411: \$319,529 (\$174,412 in principal remaining at September 30, 2021) – Funds borrowed to finance construction of a water main expansion and new ground storage reservoirs projects. Semi-annual loan payments began on June 15, 2011. The loan is paid in 40 semi-annual payments, including interest at 2.61%.



State Revolving Fund Loan WW530400: \$4,912,507 (\$2,931,346 in principal remaining on September 30, 2021) – Funds borrowed to finance construction of the BCR Neutralizer and Sludge Treatment Facilities Project. The maximum amount of the loan is \$5,222,820, including capitalized interest of \$38,600. Semi-annual loan payments began on May 15, 2017, including interest of 2.18%.

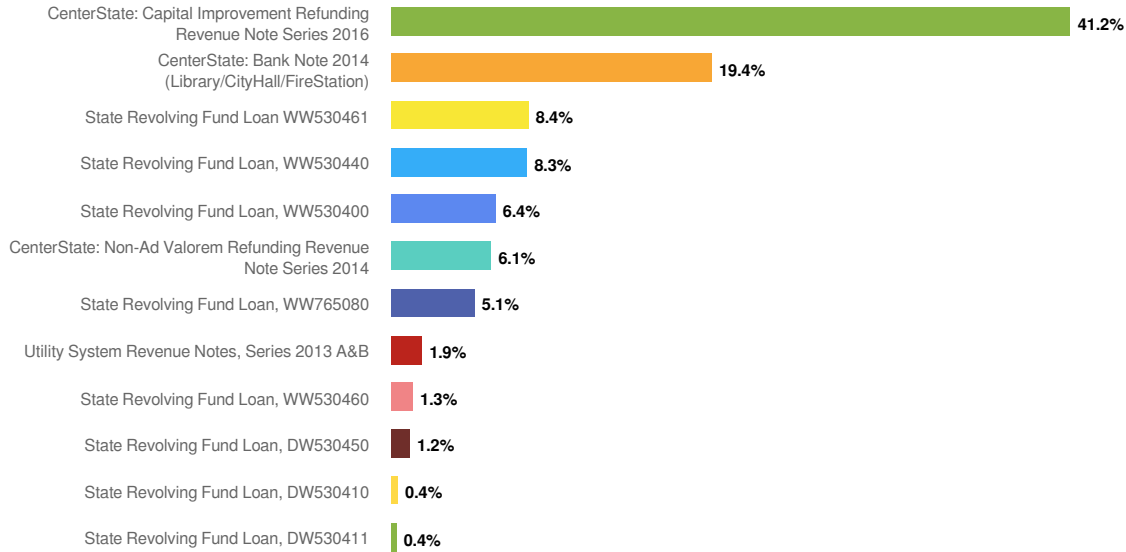
State Revolving Fund Loan WW530440: \$5,025,000 (\$3,737,050 in principal remaining on September 30, 2021) – Funds borrowed to finance construction of a new compost facility. 40 semi-annual loan payments (\$124,568) have begun and are due through 2036. This loan does not bear interest.

State Revolving Fund Loan DW530450: \$911,110 (\$591,575 in principal remaining on September 30, 2021) – Funds borrowed to finance construction of the WTP #1 and 2 treatment system upgrades. The maximum amount of the loan is \$6,173,086 less principal forgiveness of \$5,247,123 and is currently in the draw-down phase. 40 semi-annual loan payments began in 2021, including interest of 1.16%.

State Revolving Fund Loan WW530460: \$14,621,323 (\$358,896 in principal on September 30, 2021) – Funds borrowed to finance construction of various wastewater treatment and reclaimed water improvements. This loan is currently in the draw-down phase. 40 semi-annual loan payments will begin once the project has been completed. This loan does not bear interest.



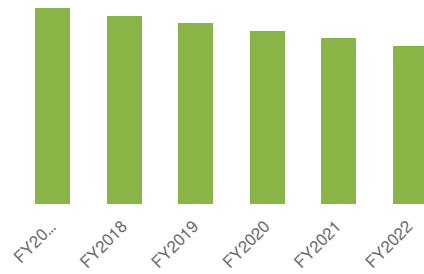
Debt by Type



	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
Debt	Actual	Actual	Actual	Actual	Actual	Actual
CenterState: Bank Note 2014 (Library/CityHall/FireStation)	\$10,153,000	\$9,799,000	\$9,429,000	\$9,039,000	\$8,630,000	\$8,201,000
CenterState: Non-Ad Valorem Refunding Revenue Note Series 2014	\$3,929,000	\$3,673,000	\$3,410,000	\$3,140,000	\$2,862,000	\$2,577,000
CenterState: Equipment Financing Revenue Note Series 2015	\$679,375	\$529,300	\$429,847	\$327,732	\$256,817	\$0
CenterState: Capital Improvement Refunding Revenue Note Series 2016	\$23,836,000	\$22,620,000	\$21,362,000	\$20,069,000	\$18,742,000	\$17,378,000
Fire Srv Assessment Revenue Note Series 2017	\$813,000	\$766,000	\$718,000	\$668,000	\$617,000	\$0
Utility System Revenue Notes, Series 2013 A&B	\$2,638,000	\$2,281,000	\$1,918,000	\$1,548,000	\$1,171,000	\$788,000
State Revolving Fund Loan, WW765080	\$3,121,449	\$2,937,954	\$2,750,194	\$2,558,069	\$2,361,478	\$2,160,317
State Revolving Fund Loan, DW530410	\$272,245	\$255,294	\$237,881	\$219,993	\$201,616	\$182,738
State Revolving Fund Loan, DW530411	\$236,109	\$221,303	\$206,109	\$190,518	\$174,412	\$158,098
State Revolving Fund Loan, WW530400	\$3,882,634	\$3,652,550	\$3,417,383	\$3,177,020	\$2,931,346	\$2,680,244
State Revolving Fund Loan, WW530440	\$4,643,652	\$4,484,461	\$4,235,324	\$3,986,186	\$3,737,050	\$3,487,913
State Revolving Fund Loan, DW530450	\$904,288	\$880,620	\$833,457	\$743,745	\$591,575	\$499,029
State Revolving Fund Loan, WW530460	\$0	\$0	\$0	\$185,421	\$358,897	\$559,316
State Revolving Fund Loan WW530461	\$0	\$0	\$0	\$0	\$0	\$3,529,653
Total Debt:	\$55,108,752	\$52,100,482	\$48,947,195	\$45,852,684	\$42,635,191	\$42,201,308

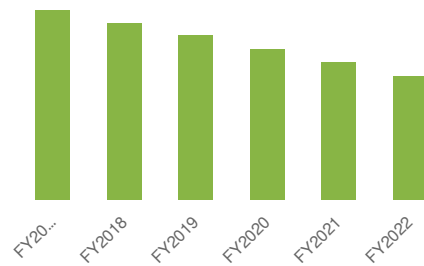


CenterState: Bank Note 2014 (Library/CityHall/FireStation)



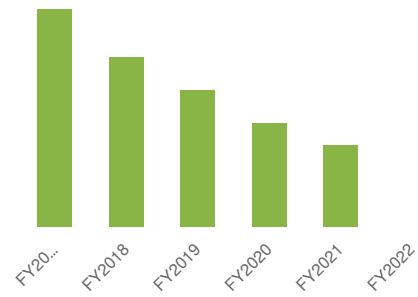
	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
CenterState: Bank Note 2014 (Library/CityHall/FireStation)	Actual	Actual	Actual	Actual	Actual	
CenterState: Bank Note 2014 (Library/CityHall/FireStation)	\$10,153,000	\$9,799,000	\$9,429,000	\$9,039,000	\$8,630,000	\$-409,000
Total CenterState: Bank Note 2014 (Library/CityHall/FireStation):	\$10,153,000	\$9,799,000	\$9,429,000	\$9,039,000	\$8,630,000	\$-409,000

CenterState: Non-Ad Valorem Refunding Revenue Note Series 2014



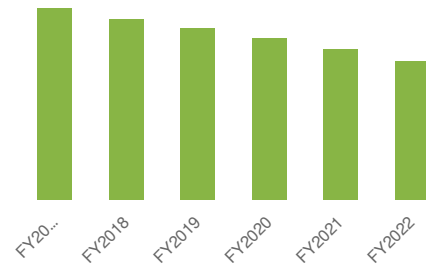
	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
CenterState: Non-Ad Valorem Refunding Revenue Note Series 2014	Actual	Actual	Actual	Actual	Actual	
CenterState: Non-Ad Valorem Refunding Revenue Note Series 2014	\$3,929,000	\$3,673,000	\$3,410,000	\$3,140,000	\$2,862,000	\$-278,000
Total CenterState: Non-Ad Valorem Refunding Revenue Note Series 2014:	\$3,929,000	\$3,673,000	\$3,410,000	\$3,140,000	\$2,862,000	\$-278,000

CenterState: Equipment Financing Revenue Note Series 2015



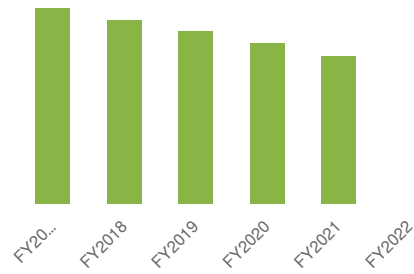
	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
CenterState: Equipment Financing Revenue Note Series 2015	Actual	Actual	Actual	Actual	Actual	
CenterState: Equipment Financing Revenue Note Series 2015	\$679,375	\$529,300	\$429,847	\$327,732	\$256,817	\$-70,915
Total CenterState: Equipment Financing Revenue Note Series 2015:	\$679,375	\$529,300	\$429,847	\$327,732	\$256,817	\$-70,915

CenterState: Capital Improvement Refunding Revenue Note Series 2016



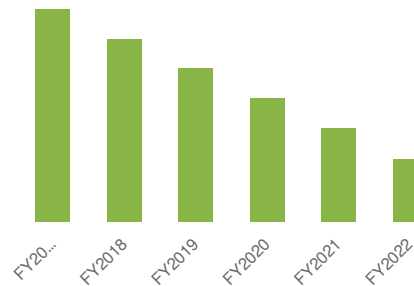
	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
CenterState: Capital Improvement Refunding Revenue Note Series 2016	Actual	Actual	Actual	Actual	Actual	
CenterState: Capital Improvement Refunding Revenue Note Series 2016	\$23,836,000	\$22,620,000	\$21,362,000	\$20,069,000	\$18,742,000	\$-1,327,000
Total CenterState: Capital Improvement Refunding Revenue Note Series 2016:	\$23,836,000	\$22,620,000	\$21,362,000	\$20,069,000	\$18,742,000	\$-1,327,000

Fire Srv Assessment Revenue Note Series 2017



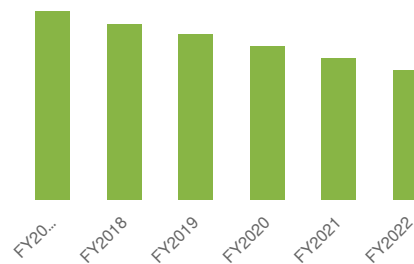
	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
Fire Srv Assessment Revenue Note Series 2017	Actual	Actual	Actual	Actual	Actual	
Fire Srv Assessment Revenue Note Series 2017	\$813,000	\$766,000	\$718,000	\$668,000	\$617,000	\$-51,000
Total Fire Srv Assessment Revenue Note Series 2017:	\$813,000	\$766,000	\$718,000	\$668,000	\$617,000	\$-51,000

Utility System Revenue Notes, Series 2013 A&B



	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
Utility System Revenue Notes, Series 2013 A&B	Actual	Actual	Actual	Actual	Actual	
Utility System Revenue Notes, Series 2013 A&B	\$2,638,000	\$2,281,000	\$1,918,000	\$1,548,000	\$1,171,000	\$-377,000
Total Utility System Revenue Notes, Series 2013 A&B:	\$2,638,000	\$2,281,000	\$1,918,000	\$1,548,000	\$1,171,000	\$-377,000

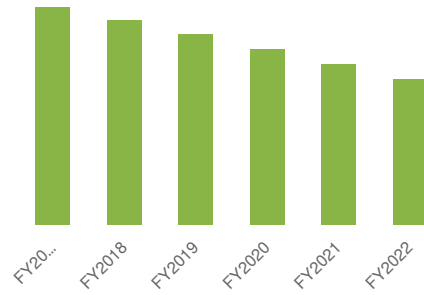
State Revolving Fund Loan, WW765080



	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
State Revolving Fund Loan, WW765080	Actual	Actual	Actual	Actual	Actual	
State Revolving Fund Loan, WW765080	\$3,121,449	\$2,937,954	\$2,750,194	\$2,558,069	\$2,361,478	\$-196,591
Total State Revolving Fund Loan, WW765080:	\$3,121,449	\$2,937,954	\$2,750,194	\$2,558,069	\$2,361,478	\$-196,591

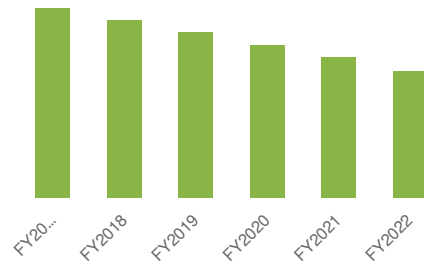


State Revolving Fund Loan, DW530410



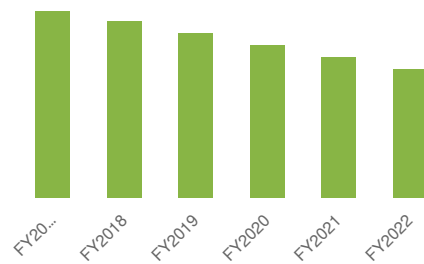
	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
State Revolving Fund Loan, DW530410	Actual	Actual	Actual	Actual	Actual	
State Revolving Fund Loan, DW530410	\$272,245	\$255,294	\$237,881	\$219,993	\$201,616	\$-18,377
Total State Revolving Fund Loan, DW530410:	\$272,245	\$255,294	\$237,881	\$219,993	\$201,616	\$-18,377

State Revolving Fund Loan, DW530411



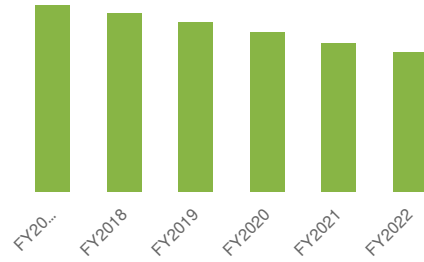
	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
State Revolving Fund Loan, DW530411	Actual	Actual	Actual	Actual	Actual	
State Revolving Fund Loan, DW530411	\$236,109	\$221,303	\$206,109	\$190,518	\$174,412	\$-16,106
Total State Revolving Fund Loan, DW530411:	\$236,109	\$221,303	\$206,109	\$190,518	\$174,412	\$-16,106

State Revolving Fund Loan, WW530400



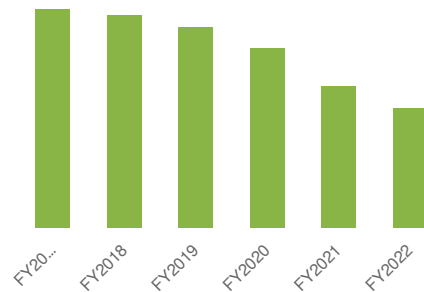
	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
State Revolving Fund Loan, WW530400	Actual	Actual	Actual	Actual	Actual	
State Revolving Fund Loan, WW530400	\$3,882,634	\$3,652,550	\$3,417,383	\$3,177,020	\$2,931,346	\$-245,674
Total State Revolving Fund Loan, WW530400:	\$3,882,634	\$3,652,550	\$3,417,383	\$3,177,020	\$2,931,346	\$-245,674

State Revolving Fund Loan, WW530440



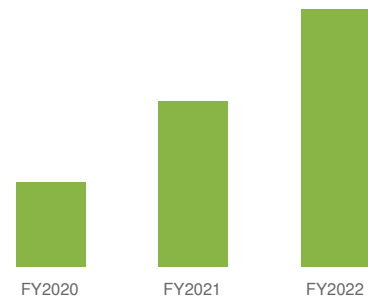
	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
State Revolving Fund Loan, WW530440	Actual	Actual	Actual	Actual	Actual	
State Revolving Fund Loan, WW530440	\$4,643,652	\$4,484,461	\$4,235,324	\$3,986,186	\$3,737,050	-\$249,136
Total State Revolving Fund Loan, WW530440:	\$4,643,652	\$4,484,461	\$4,235,324	\$3,986,186	\$3,737,050	-\$249,136

State Revolving Fund Loan, DW530450



	FY2017	FY2018	FY2019	FY2020	FY2021	\$ Change
State Revolving Fund Loan, DW530450	Actual	Actual	Actual	Actual	Actual	
State Revolving Fund Loan, DW530450	\$904,288	\$880,620	\$833,457	\$743,745	\$591,575	-\$152,170
Total State Revolving Fund Loan, DW530450:	\$904,288	\$880,620	\$833,457	\$743,745	\$591,575	-\$152,170

State Revolving Fund Loan, WW530460



	FY2020	FY2021	\$ Change
State Revolving Fund Loan, WW530460	Actual	Actual	
State Revolving Fund Loan, WW530460	\$185,421	\$358,897	\$173,476
Total State Revolving Fund Loan, WW530460:	\$185,421	\$358,897	\$173,476

State Revolving Fund Loan WW530461



FY2022

	FY2022
State Revolving Fund Loan WW530461	Actual
State Revolving Fund Loan WW530461	\$3,529,653
Total State Revolving Fund Loan WW530461:	\$3,529,653



APPENDIX



Glossary

Abatement: A reduction or elimination of a real or personal property tax, motor vehicle excise, a fee, charge, or special assessment imposed by a governmental unit. Granted only on application of the person seeking the abatement and only by the committing governmental unit.

Accounting System: The total structure of records and procedures that identify record, classify, and report information on the financial position and operations of a governmental unit or any of its funds, account groups, and organizational components.

Accrued Interest: The amount of interest that has accumulated on the debt since the date of the last interest payment, and on the sale of a bond, the amount accrued up to but not including the date of delivery (settlement date). (See Interest)

Amortization: The gradual repayment of an obligation over time and in accordance with a predetermined payment schedule.

Appropriation: A legal authorization from the community's legislative body to expend money and incur obligations for specific public purposes. An appropriation is usually limited in amount and as to the time period within which it may be expended.

Arbitrage: As applied to municipal debt, the investment of tax-exempt bonds or note proceeds in higher yielding, taxable securities. Section 103 of the Internal Revenue Service (IRS) Code restricts this practice and requires (beyond certain limits) that earnings be rebated (paid) to the IRS.

Assessed Valuation: A value assigned to real estate or other property by a government as the basis for levying taxes.

Audit: An examination of a community's financial systems, procedures, and data by a certified public accountant (independent auditor), and a report on the fairness of financial statements and on local compliance with statutes and regulations. The audit serves as a valuable management tool in evaluating the fiscal performance of a community.

Audit Report: Prepared by an independent auditor, an audit report includes: (a) a statement of the scope of the audit; (b) explanatory comments as to application of auditing procedures; (c) findings and opinions. It is almost always accompanied by a management letter which contains supplementary comments and recommendations.

Available Funds: Balances in the various fund types that represent non-recurring revenue sources. As a matter of sound practice, they are frequently appropriated to meet unforeseen expenses, for capital expenditures or other one-time costs.

Balance Sheet: A statement that discloses the assets, liabilities, reserves and equities of a fund or governmental unit at a specified date.

Betterments (Special Assessments): Whenever a specific area of a community receives benefit from a public improvement (e.g., water, sewer, sidewalk, etc.), special property taxes may be assessed to reimburse the governmental entity for all or part of the costs it incurred. Each parcel receiving benefit from the improvement is assessed for its proportionate share of the cost of such improvements. The proportionate share may be paid in full or the property owner may request that the assessors apportion the betterment over 20 years. Over the life of the betterment, one year's apportionment along with one year's committed interest computed from October 1 to October 1 is added to the tax bill until the betterment has been paid.

Bond: A means to raise money through the issuance of debt. A bond issuer/borrower promises in writing to repay a specified sum of money, alternately referred to as face value, par value or bond principal, to the buyer of the bond on a specified future date (maturity date), together with periodic interest at a specified rate. The term of a bond is always greater than one year. (See Note)

Bond and Interest Record: (Bond Register) – The permanent and complete record maintained by a treasurer for each bond issue. It shows the amount of interest and principal coming due each date and all other pertinent information concerning the bond issue.

Bonds Authorized and Unissued: Balance of a bond authorization not yet sold. Upon completion or abandonment of a project, any remaining balance of authorized and unissued bonds may not be used for other purposes, but must be rescinded by the community's legislative body to be removed from community's books.

Bond Issue: Generally, the sale of a certain number of bonds at one time by a governmental unit.



Bond Rating (Municipal): A credit rating assigned to a municipality to help investors assess the future ability, legal obligation, and willingness of the municipality (bond issuer) to make timely debt service payments. Stated otherwise, a rating helps prospective investors determine the level of risk associated with a given fixed-income investment. Rating agencies, such as Moody's and Standard and Poors, use rating systems, which designate a letter or a combination of letters and numerals where AAA is the highest rating and C1 is a very low rating.

Budget: A plan for allocating resources to support particular services, purposes and functions over a specified period of time. (See Performance Budget, Program Budget)

Capital Assets: All real and tangible property used in the operation of government, which is not easily converted into cash, and has an initial useful life extending beyond a single financial reporting period. Capital assets include land and land improvements; infrastructure such as roads, bridges, water and sewer lines; easements; buildings and building improvements; vehicles, machinery and equipment. Communities typically define capital assets in terms of a minimum useful life and a minimum initial cost. (See Fixed Assets)

Capital Budget: An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method of financing each recommended expenditure, i.e., tax levy or rates, and identify those items that were not recommended. (See Capital Assets, Fixed Assets)

Cash: Currency, coin, checks, postal and express money orders and bankers' drafts on hand or on deposit with an official or agent designated as custodian of cash and bank deposits.

Cash Management: The process of monitoring the ebb and flow of money in an out of municipal accounts to ensure cash availability to pay bills and to facilitate decisions on the need for short- term borrowing and investment of idle cash.

Certificate of Deposit (CD): A bank deposit evidenced by a negotiable or non-negotiable instrument, which provides on its face that the amount of such deposit plus a specified interest payable to a bearer or to any specified person on a certain specified date, at the expiration of a certain specified time, or upon notice in writing.

Classification of Real Property: Assessors are required to classify all real property according to use into one of four classes: residential, open space, commercial, and industrial. Having classified its real properties, local officials are permitted to determine locally, within limitations established by statute and the Commissioner of Revenue, what percentage of the tax burden is to be borne by each class of real property and by personal property owners.

Collective Bargaining: The process of negotiating workers' wages, hours, benefits, working conditions, etc., between an employer and some or all of its employees, who are represented by a recognized labor union. regarding wages, hours and working conditions.

Consumer Price Index: The statistical measure of changes, if any, in the overall price level of consumer goods and services. The index is often called the "cost-of-living index."

Cost-Benefit Analysis: A decision-making tool that allows a comparison of options based on the level of benefit derived and the cost to achieve the benefit from different alternatives.

Debt Burden: The amount of debt carried by an issuer usually expressed as a measure of value (i.e., debt as a percentage of assessed value, debt per capita, etc.). Sometimes debt burden refers to debt service costs as a percentage of the total annual budget.

Debt Service: The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest on any particular bond issue.

Encumbrance: A reservation of funds to cover obligations arising from purchase orders, contracts, or salary commitments that are chargeable to, but not yet paid from, a specific appropriation account.

Enterprise Funds: An enterprise fund is a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. It allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy, if any. With an enterprise fund, all costs of service delivery--direct, indirect, and capital costs—are identified. This allows the community to recover total service costs through user fees if it chooses. Enterprise accounting also enables communities to reserve the



"surplus" or net assets unrestricted generated by the operation of the enterprise rather than closing it out to the general fund at year-end. Services that may be treated as enterprises include, but are not limited to, water, sewer, hospital, and airport services.

Equalized Valuations (EQVs): The determination of the full and fair cash value of all property in the community that is subject to local taxation.

Estimated Receipts: A term that typically refers to anticipated local revenues often based on the previous year's receipts and represent funding sources necessary to support a community's annual budget. (See Local Receipts)

Exemptions: A discharge, established by statute, from the obligation to pay all or a portion of a property tax. The exemption is available to particular categories of property or persons upon the timely submission and approval of an application to the assessors. Properties exempt from taxation include hospitals, schools, houses of worship, and cultural institutions. Persons who may qualify for exemptions include disabled veterans, blind individuals, surviving spouses, and seniors.

Expenditure: An outlay of money made by municipalities to provide the programs and services within their approved budget.

Fiduciary Funds: Repository of money held by a municipality in a trustee capacity or as an agent for individuals, private organizations, other governmental units, and other funds. These include pension (and other employee benefit) trust funds, investment trust funds, private- purpose trust funds, and agency funds.

Fixed Assets: Long-lived, assets such as buildings, equipment and land obtained or controlled as a result of past transactions or circumstances.

Fixed Costs: Costs that are legally or contractually mandated such as retirement, FICA/Social Security, insurance, debt service costs or interest on loans.

Float: The difference between the bank balance for a local government's account and its book balance at the end of the day. The primary factor creating float is clearing time on checks and deposits. Delays in receiving deposit and withdrawal information also influence float.

Full Faith and Credit: A pledge of the general taxing powers for the payment of governmental obligations. Bonds carrying such pledges are usually referred to as general obligation or full faith and credit bonds.

Fund: An accounting entity with a self-balancing set of accounts that are segregated for the purpose of carrying on identified activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.

Fund Accounting: Organizing financial records into multiple, segregated locations for money. A fund is a distinct entity within the municipal government in which financial resources and activity (assets, liabilities, fund balances, revenues, and expenditures) are accounted for independently in accordance with specific regulations, restrictions or limitations. Examples of funds include the general fund and enterprise funds. Communities whose accounting records are organized according to the Uniform Municipal Accounting System (UMAS) use multiple funds.

GASB 34: A major pronouncement of the Governmental Accounting Standards Board that establishes new criteria on the form and content of governmental financial statements. GASB 34 requires a report on overall financial health, not just on individual funds. It requires more complete information on the cost of delivering value estimates on public infrastructure assets, such as bridges, road, sewers, etc. It also requires the presentation of a narrative statement the government's financial performance, trends and prospects for the future.

GASB 45: This is another Governmental Accounting Standards Board major pronouncement that each public entity account for and report other postemployment benefits in its accounting statements. Through actuarial analysis, municipalities must identify the true costs of the OPEB earned by employees over their estimated years of actual service.

General Fund: The fund used to account for most financial resources and activities governed by the normal appropriation process.

General Obligation Bonds: Bonds issued by a municipality for purposes allowed by statute that are backed by the full faith and credit of its taxing authority.

Governing Body: A board, committee, commission, or other executive or policymaking body of a municipality or school district.



Indirect Cost: Costs of a service not reflected in the operating budget of the entity providing the service. An example of an indirect cost of providing water service would be the value of time spent by non-water department employees processing water bills. A determination of these costs is necessary to analyze the total cost of service delivery. The matter of indirect costs arises most often in the context of enterprise funds.

Interest: Compensation paid or to be paid for the use of money, including amounts payable at periodic intervals or discounted at the time a loan is made. In the case of municipal bonds, interest payments accrue on a day-to-day basis, but are paid every six months.

Interest Rate: The interest payable, expressed as a percentage of the principal available for use during a specified period of time. It is always expressed in annual terms.

Investments: Securities and real estate held for the production of income in the form of interest, dividends, rentals or lease payments. The term does not include fixed assets used in governmental operations.

Line Item Budget: A budget that separates spending into categories, or greater detail, such as supplies, equipment, maintenance, or salaries, as opposed to a program budget.

Local Aid: Revenue allocated by the state or counties to municipalities and school districts.

Maturity Date: The date that the principal of a bond becomes due and payable in full.

Municipal(s): (As used in the bond trade) "Municipal" refers to any state or subordinate governmental unit. "Municipals" (i.e., municipal bonds) include not only the bonds of all political subdivisions, such as cities, towns, school districts, special districts, counties but also bonds of the state and agencies of the state.

Note: A short-term loan, typically with a maturity date of a year or less.

Objects of Expenditures: A classification of expenditures that is used for coding any department disbursement, such as "personal services," "expenses," or "capital outlay."

Official Statement: A document prepared for potential investors that contains information about a prospective bond or note issue and the issuer. The official statement is typically published with the notice of sale. It is sometimes called an offering circular or prospectus.

Operating Budget: A plan of proposed expenditures for personnel, supplies, and other expenses for the coming fiscal year.

Overlapping Debt: A community's proportionate share of the debt incurred by an overlapping government entity, such as a regional school district, regional transit authority, etc.

Performance Budget: A budget that stresses output both in terms of economy and efficiency.

Principal: The face amount of a bond, exclusive of accrued interest.

Program: A combination of activities to accomplish an end.

Program Budget: A budget that relates expenditures to the programs they fund. The emphasis of a program budget is on output.

Purchased Services: The cost of services that are provided by a vendor.

Refunding of Debt: Transaction where one bond issue is redeemed and replaced by a new bond issue under conditions generally more favorable to the issuer.

Reserve Fund: An amount set aside annually within the budget of a town to provide a funding source for extraordinary or unforeseen expenditures.

Revaluation: The assessors of each community are responsible for developing a reasonable and realistic program to achieve the fair cash valuation of property in accordance with constitutional and statutory requirements. The nature and extent of that program will depend on the assessors' analysis and consideration of many factors, including, but not limited to, the status of



the existing valuation system, the results of an in-depth sales ratio study, and the accuracy of existing property record information.

Revenue Anticipation Note (RAN): A short-term loan issued to be paid off by revenues, such as tax collections and state aid. RANs are full faith and credit obligations.

Revenue Bond: A bond payable from and secured solely by specific revenues and thereby not a full faith and credit obligation.

Revolving Fund: Allows a community to raise revenues from a specific service and use those revenues without appropriation to support the service.

Sale of Real Estate Fund: A fund established to account for the proceeds of the sale of municipal real estate other than proceeds acquired through tax title foreclosure.

Stabilization Fund: A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose.

Surplus Revenue: The amount by which cash, accounts receivable, and other assets exceed liabilities and reserves.

Tax Rate: The amount of property tax stated in terms of a unit of the municipal tax base; for example, \$14.80 per \$1,000 of assessed valuation of taxable real and personal property.

Tax Title Foreclosure: The procedure initiated by a municipality to obtain legal title to real property already in tax title and on which property taxes are overdue.

Trust Fund: In general, a fund for money donated or transferred to a municipality with specific instructions on its use. As custodian of trust funds, the treasurer invests and expends such funds as stipulated by trust agreements, as directed by the commissioners of trust funds or by the community's legislative body. Both principal and interest may be used if the trust is established as an expendable trust. For nonexpendable trust funds, only interest (not principal) may be expended as directed.

Uncollected Funds: Recently deposited checks included in an account's balance but drawn on other banks and not yet credited by the Federal Reserve Bank or local clearinghouse to the bank cashing the checks. (These funds may not be loaned or used as part of the bank's reserves and they are not available for disbursement.)

Undesignated Fund Balance: Monies in the various government funds as of the end of the fiscal year that are neither encumbered nor reserved, and are therefore available for expenditure once certified as part of free cash.

Unreserved Fund Balance (Surplus Revenue Account): The amount by which cash, accounts receivable, and other assets exceed liabilities and restricted reserves. It is akin to a "stockholders' equity" account on a corporate balance sheet. It is not, however, available for appropriation in full because a portion of the assets listed as "accounts receivable" may be taxes receivable and uncollected. (See Free Cash)

Valuation (100 Percent): The legal requirement that a community's assessed value on property must reflect its market, or full and fair cash value.





HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER

MEMORANDUM

To: The Honorable Mayor and City Commissioners
Through: James R. Elensky, City Manager
From: Steve Shifley, Code Compliance Supervisor
Date: September 7, 2023
Subject: Reduction of Code Enforcement Lien

Executive Summary

To reduce the lien for the property located at 601 N. 4th Street.
Staff Contact: Steve Shifley, Code Compliance Supervisor

Introduction

The intent of this item is to accept the recommendation of the Special Magistrate to reduce Code Enforcement Liens for property located at 601 N. 4th Street.

Background

On July 26, 2023, the Special Magistrate heard testimony from the owner of 601 N. 4th Street asking for the reduction of the code enforcement liens. The current owner acquired the property from her deceased brother. When her brother acquired the property, he was unaware there were two (2) code enforcement liens that totaled \$290,750 plus administrative fees of \$77.88. After reviewing the file, and taking the current owner's testimony, the Special Magistrate recommends the lien be reduced to \$577.88 which includes the administrative fees.

Once the submitted funds have cleared the bank, a release of lien will be signed and recorded with the Polk County Clerk of Courts.

Organizational Goal(s)

Economic: Foster an environment that attracts economic opportunity and sustains economic viability.

Budget Impact

There is a positive budget impact for fiscal year 2023 in the amount of \$577.88 if approved, and a reduction in outstanding receivables for the difference.



Recommendation

Staff recommends accepting the recommendation of the Special Magistrate to reduce Code Enforcement Liens for property located at 601 N. 4th Street.



City of Haines City

Code Compliance Division
35400 U. S. Highway 27 • Haines City, FL 33844
Phone (863) 421-9937 • Fax (863) 354-6619

July 20, 2023
8:45 am
620 E Main St.
Commission Chamber

Application for Reduction of Code Compliance Fine(s) and Release of Lien(s)

All information fields must be completed before this application can be processed. Requests are not reviewed by The City or presented before The Special Magistrate until this application has been completed.

CONTACT INFORMATION

APPLICANT'S NAME: Carolyn Sparkman		
PHONE: 863-852-4228	FAX:	E-MAIL: carolyn.sparkman2020@gmail
MAILING ADDRESS: 109 Auburn Court		
CITY: Haines	STATE: Florida	ZIP CODE: 33844
ADDRESS TO MAIL RELEASE OF LIEN TO: 109 Auburn Court		
CITY: Haines	STATE: Florida	ZIP CODE: 33844
AUTHORIZED REPRESENTATIVE'S NAME: C		
WRITTEN AND NOTARIZED AUTHORIZATION OWNER: Yes <input type="checkbox"/> No <input type="checkbox"/>		

CASE INFORMATION

CASE NUMBER(S): CE-05-0207 CE-06-0297- CE-06-0298
LIEN ADDRESS (PROPERTY SUBJECT TO THE LIEN(S)): 601 N 4th street
NAME OF CURRENT OWNER OF LIEN ADDRESS: Leda Cole
CURRENT OWNER'S RELATIONSHIP OR AFFILIATION WITH ENTITY/PERSON NAMED IN LIEN(S): Previous owner
OTHER PROPERTY LOCATED IN HAINES CITY WHICH BELONGS TO CURRENT OWNER: N/A
VIOLATION(S) AT LIEN ADDRESS WHEN LIEN(S) WERE PLACED:
WHO LIVED AT LIEN ADDRESS WHEN LIEN(S) WERE ASSESSED? Owner Leda Cole
REASONS VIOLATION(S) NOT CORRECTED BEFORE LIEN(S) PLACED: Owner passed away
IS MONEY HELD IN ESCROW PENDING THE LIEN RELEASE HEARING AND IF YES, WHO WILL RECEIVE ESCROW MONEY IF THE LIEN(S) IS/ARE REDUCED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
WHAT IS THE REASON YOU ARE REQUESTING A REDUCTION OR RELEASE OF THE LIEN? Financial Hardship

Application for Reduction of Code Compliance Fine(s) and Release of Lien(s)

Has the applicant previously applied for lien release/reduction for this property? Yes No
 If yes, when? _____ (month & year)

Applicants are required to complete the Fine list below and to provide copies of any lien they want considered in this Lien Release/Fine Reduction Application. To obtain information on fines/liens contact Haines City Code Compliance at (863) 421-9937 or visit the Haines City Division of Code Compliance at 35400 U.S. Highway 27, Haines City, Fl. 33844.

Note: The Code Compliance Division does not conduct Title or Lien searches, but will try to identify any additional liens that may pertain to this request based on the information provided by the applicant on Page 1 of this application. The Division is not responsible for any outstanding liens that may be omitted from this request.

Applicant is requesting the below lien(s) be:
 (Check all that apply)

- Release Completely
- Reduced
- Released from the Property located at _____ only.
 Lien(s) to remain in the name of the owner at time of lien.
- Other _____

Applicant's Request	
Amount of Fine	Date/Month Certified
\$ 2,000.00	10/6/2005
\$ 1,500.00	9/13/2006
\$	
\$	
\$	

Application for Reduction of Code Compliance Fine(s) and Release of Lien(s)

Under penalty of perjury Florida Statue 837.02 (1), the undersigned swears or affirms that the information provided on this three(3) page Application for Reduction of Code Compliance Lien(s) is true and correct.

Carolyn Jean Sparkman
Applicant's Signature

July 11, 2023
Date

State of Florida
City of Haines City

The foregoing was sworn to and subscribed before me this 11 day of July, 2023, by Carolyn Jean Sparkman. He or she is personally known to me, or provided Driver Lic as identification and did appear before me at the time of notarization. 5162-110-57-771-0



Notary Public:

Signature: M. Escr.

Printed Name: Michelle Escribano

My Commission Expires: April 10, 2025

For City of Haines City Use Only

Application Accepted on: _____

Total Amount of Lien(s):\$ 311,377.88

Total Reduction Approved by The City: \$ 15,642.88

Other: Further Reduction Financial Difficulty

**Code Enforcement
Special Magistrate for the
City of Haines City**

CITY OF HAINES CITY,

Petitioner,

v. CAROLYN SPARKMAN

Respondent.

CASE NO. CE-06-0298, CE-05-0207,

PARCEL ID: 27-27-20-747300-001260

PROPERTY ADDRESS: 601 NORTH 4TH STREET

PROPERTY DESCRIPTION: POINCIANA HEIGHTS OF

HAINES CITY REVISED PLAT BOOK 46 PAGE 22 BLOCK

A LOT 26

RECOMMENDED ORDER REDUCING FINE

THIS MATTER came to be heard at the Respondent/Violator's request to reduce the fine in the above styled matter. Upon consideration of the arguments and evidence presented by the Respondent and the City, the undersigned, being fully advised in the premises, does hereupon FIND and RECOMMEND:

1. On, August 15, 2006, the Haines City Special Magistrate entered an order, after duly noticed hearing, imposing a fine of \$250.00 per day to continue until such time that the property was brought into compliance.
2. On, September 20, 2005 the Haines City Special Magistrate entered an order, after duly noticed hearing, imposing a fine of \$100.00 per day continuing until such time that the property was brought into compliance. The property was brought into compliance on September 20, 2005, but the lien was not satisfied.
3. The Property is now in compliance. The fact of compliance and the dates of compliance were not disputed.
4. The accrued unsatisfied lien amount on the orders above is \$290,827.88.
5. The Respondent asked for reduction of the lien.
6. The undersigned Special Magistrate has authority to reduce a fine pursuant to Florida Statute 162.09(2)(c) and Section 2-42(b)(3), Haines City Code of Ordinances.
7. I have considered the gravity of the violation, including the length of time the property was out of compliance and the age of the violation, the actions taken to correct the violation, and the previous record of violations, if any. I have also considered that the primary objective of the Code Enforcement program is to encourage and incentivize compliance, as opposed to being punitive.

8. The conversion of a code enforcement fine to a lien divests the Special Magistrate of subject matter jurisdiction because the Special Magistrate only has authority to reduce fines. Only the city commission has the authority to compromise a lien after it has been recorded. See Palm Beach Polo, Inc. v. City of Wellington, FLWSUPP 30021PAL (15th Judicial Circuit, Florida 2022).
9. Based on my consideration of these factors, I hereby recommend that City Commission reduce the lien amount to \$577.88, which includes administrative costs of \$77.88, and that the City record a release of lien, provided payment is made to the Petitioner City by 5:00 P.M., 30 days after approval by the City Commission, subject to clearance of funds.

DONE AND ORDERED this 17th day of August, 2023.

By: 
Special Magistrate, City of Haines City

NOTICE TO RESPONDENT

This Recommended Order is not a final order. It is a recommended order. The City Commission has the final authority to determine whether to reduce the lien amount stated in this Recommended Order. The City Commission may accept the Special Magistrate's recommendation, but does not have to. The City Commission's decision may result in you having to pay less than the recommended amount, more, or the same amount. The Recommended Order will be placed on the Consent Agenda for consideration by the City Commission at a regular City Commission meeting.



HAINES CITY

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Terrell Griffin, Parks and Recreation Director

Date: September 7, 2023

Subject: Request for Pressure Washing Services from Omni Pressure Cleaning

Executive Summary

Seek authorization to enter into a contractual agreement with Omni Pressure Cleaning to perform pressure washing services at various city facilities.

Staff Contact: Terrell Griffin, Parks and Recreation Director

Introduction

The intent of this item is to seek authorization to enter into a contractual agreement with Omni Pressure Cleaning to perform pressure washing services at various city facilities.

Background

Annually, the exterior of several city facilities is cleaned by commercial entities, due to the height and complexity of the facilities. In an effort to maintain city facilities at a high standard, pressure washing is recommended annually. The request is for the following facilities:

- City Hall (\$9,530)
 - Haines City Public Library (\$11,300)
 - Lake Eva Event Center (\$12,150)
- Total = \$32,980

Omni Pressure Cleaning utilizes a high flow, low pressure system, with specialized chemicals that do not damage stucco and metal roofs, nor does it leave cleaning residue behind. The request includes all exteriors of the buildings including sidewalks and roofs.



Organizational Goal(s)

Infrastructure: Maintain, protect and design infrastructure that ensures a desired level of service and provides for future needs.

Budget Impact

The budget impact for fiscal year 2023 is \$32,980 and budgeted in the Facilities Maintenance department under Repairs & Maintenance.

Recommendation

Staff recommends the approval to enter into a contractual agreement with Omni Pressure Cleaning to perform pressure washing services at various city facilities in the amount of \$32,980.

Attn: Darryl Bradbury
555 Ledwith Ave.
City of Haines City
dbradbury@hainescity.com

PROPOSAL

July 20, 2023

Job: Pressure Clean City Hall

Chemically clean roof
Clean building and sidewalks

Total \$9,530.00

****BID GOOD FOR 60 DAYS****

Accepted By:

Date Accepted:

OMNI SERVICES
900 Ave. V. SE
Winter Haven, FL 33880
C: 863-206-5671
O: 863-294-1437
mahan.omni@gmail.com

Attn: Darryl Bradbury
555 Ledwith Ave.
City of Haines City
dbradbury@hainescity.com

PROPOSAL

July 20, 2023

Job: Pressure Cleaning Civic Center
799 Johns Ave.
Haines City, FL 33844

Scope of Work

Building clean with 500 PSI @ 40 GPM
Sidewalks 1500 PSI @ 20 GPM
Baffles in cathedral area 500 PSI
Windows 200 PSI @ 20 GPM
Knee walls 500 PSI
Porches 500 PSI
Out cropping
All exterior of building will be cleaned

Total

\$12,150.00

****BID GOOD FOR 60 DAYS****

Accepted By:

Date Accepted:

OMNI SERVICES
900 Ave. V. SE
Winter Haven, FL 33880
C: 863-206-5671
O: 863-294-1437
mahan.omni@gmail.com

Attn: Darryl Bradbury
555 Ledwith Ave.
City of Haines City
dbradbury@hainescity.com

PROPOSAL

July 20, 2023

Job: Pressure Cleaning Library
111 N. 6th. Street
Haines City, FL 33844

Scope of Work

Roof - chemically cleaned with rinse, 40 GPM
Building 300 PSI 40 GPM
Sidewalks 1500 PSI at 20 GPM

Total

\$11,300.00

****BID GOOD FOR 60 DAYS****

Accepted By:

Date Accepted:

OMNI SERVICES
900 Ave. V. SE
Winter Haven, FL 33880
C: 863-206-5671
O: 863-294-1437
mahan.omni@gmail.com

1115 6th St. S.W. Winter Haven, FL 33880 863-294-7917
 Painting@gator-industries.com
 www.gator-industries.com



6/19/2023

Project Address:
 City Hall, 620 E. Main St.
 Haines City, FL

City of Haines City
 City Hall, 620 E. Main St.
 Haines City, FL
dbradbury@hainescity.com

Salesperson	Payment Terms
	Due Upon Completion
Scope of Work:	
Pressure Clean Roof	
Pressure Clean Building	
Pressure Clean Sidewalks associated with building	\$ 10,960.00
BID GOOD FOR 60 DAYS FROM 06/19/2023	
*The Cleaning Solution will remove mildew, dirt, and debris	
Ten thousand nine hundred sixty dollars	
Project Total	\$ 10,960.00

"Licensed & Insured"
Proudly serving Polk and surrounding counties for over 35 years!

1115 6th St. S.W. Winter Haven, FL 33880 863-294-7917
 Painting@gator-industries.com
 www.gator-industries.com



6/19/2023

Project Address:
 Civic Center, 799 Johns Ave.
 Haines City, FL

City of Haines City
 555 Ledwith Ave
 Haines City, FL
dbradbury@hainescity.com

Salesperson	Payment Terms	
	Due Upon Completion	
Scope of Work:		
Pressure Clean Building		
Pressure Clean Sidewalks associated with building		
Pressure Clean Baffles in Cathedral Area.		\$ 13,973.00
Pressure Clean Windows		
Pressure Clean Knee Walls		
Pressure Clean Porches		
Pressure Clean Out Cropping		
(All Exterior of the building will be cleaned)		
BID GOOD FOR 60 DAYS FROM 06/19/2023		
*The Cleaning Solution will remove mildew, dirt, and debris		
Thirteen thousand nine hundred seventy three dollars		
		Project Total \$ 13,973.00

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1115 6th St. S.W. Winter Haven, FL 33880 863-294-7917
 Painting@gator-industries.com
 www.gator-industries.com



6/19/2023

Project Address:
 Library, 111 N. 6th St.
 Haines City, FL

City of Haines City
 555 Ledwith Ave
 Haines City, FL
dbradbury@hainescity.com

Salesperson	Payment Terms
	Due Upon Completion
Scope of Work:	
Pressure Clean Roof	
Pressure Clean Building	
Pressure Clean Sidewalks associated with building	\$ 12,995.00
BID GOOD FOR 60 DAYS FROM 06/19/2023	
*The Cleaning Solution will remove mildew, dirt, and debris	
Twelve thousand nine hundred ninety five dollars	
Project Total	\$ 12,995.00

"Licensed & Insured"
Proudly serving Polk and surrounding counties for over 35 years!

KOK'S CUSTOM PAINTING & COATINGS

City of Haines City
555 Ledwith Ave, Haines City

799 Johns Ave

CIVIC CENTER

Scope:

Pressure washing

- Knee walls
- Building
- Sidewalks
- Porches
- Out crop areas
- Cathedral area

Lower pressure and medium volume will be used

Due to drivet exterior

Products to be used

10% SH

EBC cleaner

\$13,950.00

Signature _____

KOK'S CUSTOM PAINTING & COATINGS

City of Haines City
555 Ledwith Ave, Haines City

620 E. Main St.

CITY HALL

Scope:

Pressure washing

- Building
- Sidewalks
- Roof

Thin corrugated roof Lift to be used
Lower pressure and medium volume will be used
Products to be used
10% SH
EBC cleaner

\$13,000.00

Signature _____

KOK'S CUSTOM PAINTING & COATINGS

City of Haines City
555 Ledwith Ave, Haines City

111 N. 6th street

LIBRARY

Scope:

Pressure washing

- Roof
- Building
- Sidewalks

Thin roof lift to be used

Lower pressure and medium volume will be used

Products to be used

10% SH

EBC cleaner

\$14,000.00

Signature _____



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Omar DeJesus, CPA, Finance Director

Date: September 7, 2023

Subject: Agreement for Auditing Services 2022-2023 Fiscal Year

Executive Summary

Approve an extension of the Agreement for Auditing Services with Mauldin & Jenkins, LLC for Fiscal Year ending September 30, 2023.

Staff Contact: Omar DeJesus, CPA, Finance Director

Introduction

The intent of this business item is to receive approval for an extension of the Agreement for Auditing Services with Mauldin & Jenkins, LLC for Fiscal Year ending September 30, 2023.

Background

Florida Statutes require the City prepare annual financial statements and those financial statements be audited by a Certified Public Accounting firm licensed in the State of Florida. The City has been working with Mauldin & Jenkins, LLC since fiscal year 2012. This extension will continuously allow the City to work with Mauldin & Jenkins, LLC for auditing services.

Organizational Goal(s)

Financial: Develop and maintain fiscal policies based on program and performance measures while engaging community involvement.

Budget Impact

The budget impact of this item is \$69,900 for the comprehensive City Audit and Annual Report. There is an additional fee of \$6,000 for the CRA Audit and a possible \$4,750 fee if the City is required to perform a single audit due to receiving more than \$750,000 in federal funds.

Recommendation

Approve extension of the agreement for auditing services with Mauldin & Jenkins, LLC for Fiscal Year ending September 30, 2023.



August 16, 2023

The Honorable Mayor and
Members of the City Commission
City of Haines City, Florida
620 East Main Street
Haines City, Florida 33844

Attn: Omar DeJesus, Finance Director

We are pleased to confirm our understanding of the services we are to provide the City of Haines City, Florida (the "City"), for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, the business-type activities, and the aggregate remaining fund information including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted U.S. accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary comparisons for the General Fund and the Community Redevelopment Agency (CRA) Fund.
3. Schedule of Changes in the City's Net Pension Liabilities and Related Ratios – (General Employees, Police Officers and Firefighters).
4. Schedule of City Contributions – (General Employees, Police Officers and Firefighters).
5. Schedule of Pension Investment Returns.
6. Schedule of Changes in the City's Total OPEB Liability and Related Ratios.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards and State Financial Assistance Projects (and related notes), if applicable.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory Section.
2. Statistical Section.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 *U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* or on each major state project in accordance with the Florida State Single Audit Act and the *Department of Financial Services State Projects Compliance Supplement*, as applicable.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; the Florida Single Audit Act; and the provisions of Chapter 10.550, Rules of the Auditor General, as applicable, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the Florida Single Audit Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and/or state award program, as applicable. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the Florida Single Audit Act, if applicable.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and the Florida Single Audit Act, as applicable.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the Florida Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and *State Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, as applicable. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the Florida Single Audit Act, as applicable.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state projects, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state projects, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and

objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state projects, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit

findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and the Florida Single Audit Act. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and the Florida Single Audit Act; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is fairly presented in accordance with the Uniform Guidance and the Florida Single Audit Act; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins, LLC is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins, LLC is not involved with the contents of such offering document. In the event that Mauldin & Jenkins, LLC is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins, LLC will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the City will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the City in accordance with the “Hosting Services” (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The City is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City’s information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors’ reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal or state awarding agency, pass-through entity or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in mid January 2024, and to issue our reports no later than March 31, 2024. Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$69,900 for the year ended September 30, 2023. Our fee for additional compliance audits required by the Single Audit Act and provisions of OMB Circular A-133 and the Florida State Single Audit Act (if necessary) will be \$4,750 per major program. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audits, if applicable. Our reports will be addressed to management and Members of the City Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and/or the Florida Single Audit Act, as applicable, will report on internal control over compliance and will include a paragraph that states the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over

compliance and the results of that testing based on the requirements of the Uniform Guidance and/or the Florida Single Audit Act. Both reports will state the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,
MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Haines City, Florida.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

August 16, 2023

The Honorable Mayor and
Members of the City Commission
City of Haines City, Florida
620 East Main Street
Haines City, Florida 33844

Attention: Omar DeJesus, Finance Director

We are pleased to confirm our understanding of the services we are to provide the City of Haines City Community Redevelopment Agency (the CRA) for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the governmental activities and major fund, and the disclosures, which collectively comprise the basic financial statements of the CRA as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the CRA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the CRA's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the CRA and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as

auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the CRA's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the CRA in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine

it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report.

With regard to an exempt offering document with which Mauldin & Jenkins, LLC is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins, LLC is not involved with the contents of such offering document. In the event that Mauldin & Jenkins, LLC is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins, LLC will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the CRA will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the CRA in accordance with the “Hosting Services” (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The CRA is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the CRA’s information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the CRA; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in January 2024 and to issue our reports by March 31, 2024. Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$6,000 for the financial and compliance audit (includes financial statement preparation). Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. In accordance with our Firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have

not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

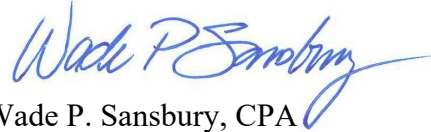
Reporting

We will issue written reports upon completion of our audit of the CRA's financial statements. Our report will be addressed to Board of Directors and Executive Director of the CRA. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the CRA is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Haines City, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign these letters and return one to us.

Sincerely,
MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Haines City, Florida as it relates to the Community Redevelopment Agency.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

August 16, 2023

The Honorable Mayor and
Members of the City Commission
City of Haines City, Florida
620 East Main Street
Haines City, Florida 33844

Attention: Omar DeJesus, Finance Director

We are pleased to confirm our understanding of the services we are to provide for the City of Haines, City, Florida (the “City”).

We will examine the City’s compliance with Section 218.415, Florida Statutes, regarding the investment of public funds as of and for the year ending September 30, 2023. The objectives of our examination are to: (1) obtain reasonable assurance about whether the City complied with the specified requirements above; and (2) to express an opinion as to whether the City complied with the specified requirements is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Honorable Mayor and Members of the City Council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the City and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the City complied with Section 218.415, Florida Statutes, regarding the investment of public funds is free from material misstatement. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist.

However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for compliance with Section 218.415, Florida Statutes, regarding the investment of public funds; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the City is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.


We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination in January 2024. Our fees for these services are included in the City's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,
MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA

RESPONSE:
This letter correctly sets forth the understanding of the City of Haines City, Florida.

Management signature: _____
Title: _____

Governance signature: _____
Title: _____



August 16, 2023

The Honorable Mayor and
Members of the City Commission
City of Haines City, Florida
620 East Main Street
Haines City, Florida 33844

Attention: Omar DeJesus, Finance Director

We are pleased to confirm our understanding of the services we are to provide for the Haines City Community Redevelopment Agency (the "CRA").

We will examine the CRA's compliance with Sections 218.415, 163.387(6), and 163.387(7), Florida Statutes, as of and for the year ending September 30, 2023. The objectives of our examination are to: (1) obtain reasonable assurance about whether the CRA complied with the specified requirements above; and (2) to express an opinion as to whether the CRA complied with the specified requirements is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Board of Directors and Executive Director of the CRA. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the CRA and the Auditor General of the State of Florida, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the CRA complied with Sections 218.415, 163.387(6), and 163.387(7), Florida Statutes, is free from material misstatement. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for compliance with Sections 218.415, 163.387(6), and 163.387(7), Florida Statutes; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the CRA is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

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Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination in January 2024. Our fees for these services are included in the CRA's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be

deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,
MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the CRA.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Omar DeJesus, CPA, Finance Director

Date: September 7, 2023

Subject: Request for Qualifications (RFQ) 23-03 Low Voltage Cabling Services Continuing Contract

Executive Summary

The Evaluation and Recommendation Committee is submitting their recommendation for Request for Qualifications (RFQ) 23-03 Low Voltage Cabling Services Continuing Contract.
Staff Contact: Omar DeJesus, CPA, Finance Director

Introduction

The intent of this item is to request approval from the City Commission regarding the recommendation of the Evaluation and Recommendation Committee (ERC) regarding Request for Qualifications (RFQ) 23-03 Low Voltage Cabling Services Continuing Contract.

Background

The City of Haines City solicited proposals from qualified firms for low voltage cabling services. There were formal advertisements placed both in the Lakeland Ledger newspaper and on DemandStar, an online bid solicitation platform, on June 20, 2023. Electronic proposals were due on August 1, 2023 at 2:00 PM.

The City received bid packages from the following two (2) firms:

Morse Communication, Inc.
Precision Contracting Services, Inc.

Organizational Goal(s)

Technology: Utilize technology to enhance public services.

Budget Impact

This effort will be funded through the Technology Management Department budget.



Recommendation

The ERC has recommended that the City Commission award the Low Voltage Cabling Services Continuing Contract to Precision Contracting Services, Inc.

August 1, 2023



Precision Contracting Services, Inc.

*Response to Request for Qualifications
Continuing Services Solicitation
RFQ#23-03 Low Voltage Cabling Services Continuing Contract*



**City of Haines City Request for Qualifications
Attn: Finance
620 E Main St.
Haines City, FL 33844**

The PCS team has reviewed and understands our responsibilities and associated tasks as requested by the city.

FIRM INFORMATION

Precision Contracting Services, Inc. (PCS) is Florida based, family owned, and operated since our inception in November 1990. You may recognize PCS as a current partner with Haines City for fiber optic infrastructure needs and we are excited for the opportunity to work as an extension of the city's stakeholders for ongoing Low Voltage cabling needs.

PCS is licensed to operate in Florida in addition to nine other states. In Florida, PCS holds unlimited Electrical, Specialty Electrical (Low Voltage), and Certified General Contractor's licenses.

PCS is a Corporate Member of BICSI (Building Industry Consulting Services International), the premier entity established for certification and training within the telecommunication industry. Our team includes multiple BICSI Registered Communication Distribution Designers (RCDD), as well as Data Center Design Consultant (DCDC), Outside Plant Designer (OSP), Electronic Security & Systems Designer (ESS), Wireless Designer (WIFI), Cisco Network Engineers (CCNE) and Passive Optical Network (GPON-SDLAN) Design professionals. PCS is also certified with most of the industry-leading manufacturers which enables us to offer extended warranties on installations.

PCS provides electronic data collection and recordkeeping services supporting FDOT ITSFM and PCS FiberTrak solutions. PCS has trained survey, locate and data collection professionals capable of GPS locating and GIS documenting for component location, detailed code libraries and circuit connectivity. PCS offers cloud hosting of the database with associated circuit, data set, raster imagery and GIS data.

We believe our teams to be the most experienced, and best equipped in the business and PCS has earned the reputation of a consistent, high performing, multi-faceted, professional services and design build communication firm in the municipal, utility, and transportation markets. Our teams have completed thousands of communication projects. Our services cover design, build, integration, maintenance, fiber optic and copper cabling, network admin, GPON, wireless, smart city development, asset documentation and management, public and private Cell Tower and Data Center deployments, Interlocal State-County-City Optical Networks as well as Private Community Broadband Networks bridging public and private networks. As a part of our coordination with the City, PCS will provide input on scheduling, constructability, material availability, cost estimating, and all related services associated for the duration of this agreement.

PCS self-performs our work utilizing in-house designers, project supervision, installers, technicians and equipment for all network communication installations, cabling, splicing, terminating, and testing and maintenance. It is not anticipated that PCS will use subcontractors

for this scope. In the unlikely event that there is a requirement for a subcontractor, PCS will communicate, coordinate, and directly contract all work performed by subcontractors; and oversee these scopes to completion to ensure all specifications have been met.

RESOURCES

PCS currently maintains nine (9) fully staffed and stocked warehouse and operations centers. Six (6) in Florida, Two (2) in the Carolinas and one (1) in Texas. Tampa and Orlando operations teams would share responsibility for the Haines City contract with additional administrative needs from our Jupiter facility. Our team currently numbers approximately 150 direct full-time employees across these operations centers. These facilities reliably support many ongoing multi-year contracts with City, County, and State agencies, and utilities across the southeast. PCS is also pre-qualified by several state Departments of Transportation for Fiber Optic Communications, and Intelligent Transportation Systems.

PCS maintains a significant inventory of installation materials used regularly by our teams based on clients' needs. These inventories companywide total approximately 8 million dollars. Additionally, our partner relationships with major manufacturers are long-standing and strong. These relationships afford PCS a priority status and while not a perfect science, our team works hard to anticipate needs in order to stay ahead of delivery issues.

PCS presently has approximately 48 installation and technical personnel between the Orlando and Tampa facilities that will be available for support of this ongoing contract. Both facilities are less than 30 minutes away. Our existing clients know that we work closely with them to set proper expectations on project timing, and we strive for proactive and regular communications with clients to enable our crews to plan and schedule all contract work.

In order to achieve these goals, we have listed two of the PCS team that the city staff should already be familiar with as primary points of contact for execution of this contract, in addition, we have also included a comprehensive company-wide Organizational Chart.

Rick Arnold, RCDD, CGC, EC - Vice President

Rick Arnold is a Registered Communications Distribution Designer (RCDD). Rick also holds Florida General Contractor and Unlimited Electrical licenses. Rick has 30 years of technical, networking, design, construction, and management experience in Florida and projects across the US. Rick's experience includes communications OSP & ISP design, construction and technology infrastructures, contract negotiations, operations, sales, and marketing.

John Romanski, OSP, ESS, Wifi - Project Manager Designer

Mr. Romanski is a lead designer and project manager for PCS. John has worked in infrastructure and network development for over 30 years, giving him valuable experience in OSP/ISP/Data Center/Security/Wireless communication networks. John was an instrumental part of the communications team with University of Central Florida for nearly two decades. John has also

handled OSP facility locating, mapping and damage investigating. Additionally, John sits on or chairs several committees with BICSI that create industry standards. John also holds BICSI Certifications in OSP Design, Wireless Design, and Security.

REFERENCES

Client: GOAA – Orlando International Airport- Orlando
Contact: Pete Pelletier – Director IT **Email:** ppelletier@goaa.org **Ph#** 407-825-3584
Project Title / Scope: New South Terminal C / ISP/OSP copper and fiber cabling and GPON Electronics Deployment
Completion Date: 2023 – Ongoing Support
Approx. Project Value: \$565,000.00

Client: Brookfield Properties- Mayfair Hotel - Miami
Contact: Nelson Garrido Sr. VP IT
Email: nelson.garrido@brookfieldproperties.com **Ph#** 202.836.8280
Project Title / Scope: Complete Hotel Renovation / All ISP Design and installation of Copper and Fiber Cabling for Rooms, CCTV, Wi-Fi, and GPON deployment
Completion Date: 2022- Ongoing Support
Approx. Project Value: \$898,000.00

Client: Palm Beach County – Palm Beach
Contact: Mike Butler- Director Network Services
Email: mbutler@pbcgov.org **Ph#**561-355-2823
Project Title / Scope: All County Facilities DAS Cabling / All ISP copper and fiber cabling for DAS deployment in county facilities
Completion Date: 2023 Ongoing
Approx. Project Value: \$220,000.00 in process

Client: Walt Disney World Resorts - Orlando
Contact: Rebecca Wight, Sourcing Specialist
Email: Rebecca.q.wight@disney.com **Ph#** 407-939-4318
Project Title / Scope: Disney Resorts In-Room Wi-Fi / ISP/OSP installation of copper and fiber cabling, and testing for resort-wide room remodels.
Completion Date: 2021
Approx. Project Value: \$2,615,461.80

Many more excellent references available upon request

ATTACHMENTS AND REQUIRED DOCUMENTATION

The following Attachments are included herein:

- **Attachment B Addendum Acknowledgement – No Addenda were Issued**
- **Attachment C Insurance Requirements – PCS standard COI Attached**
- **Attachment D Acceptance of Terms & Conditions – Attached**
- **Attachment E Drug Free Certification – Attached**
- **Attachment F Conflict of Interest – Attached**
- **Attachment G Public Entity Crimes – Attached**
- **Attachment J E-Verify Compliance – Attached**

Additionally Included are:

- a. **PCS standard COI**
- b. **PCS Credit Reference (in good standing)**
- c. **PCS has no historical litigation matters**
- d. **PCS FL Electrical License(s)**
- e. **PCS FDOT Pre-Qual Certification**
- f. **PCS Corning® NPI Certification**
- g. **PCS Staff RCDD Certificates**
- h. **PCS Organizational Chart**

The PCS Team welcomes the opportunity to support Haines City for many years to come.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rick Arnold", with a stylized flourish extending to the right.

Rick Arnold, RCDD, CGC, EC


Phone # (407) 877-1900 Ext. 7017

Email: rarnold@pcsfiber.com

RFQ #23-03	Due Date & Time: August 1, 2023 @ 2:00 PM ET	Advertised Date: June 20, 2023
Purchasing Coordinator: Vickie Ramsier	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: (863) 421-3600	
Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com		
Low Voltage Cabling Services Continuing Contract		

Attachment B

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # <u>0</u> through # _____
	Initial: <u>BP</u>
	Date: <u>8-1-23</u>
Person Completing RFQ Document (Signature): 	
Name (Printed): <u>Brandon K. Boyd</u>	Title: <u>Vice President</u>

Precision Contracting Services, Inc.

>>>Failure to submit this form may disqualify your response.<<<

RFQ #23-03	Due Date & Time: August 1, 2023 @ 2:00 PM ET	Advertised Date: June 20, 2023
Purchasing Coordinator: Vickie Ramsier	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: (863) 421-3600	
Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com		
Low Voltage Cabling Services Continuing Contract		

**Attachment C Insurance
Requirements**

- A. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the CITY, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The successful Bidder/Contractor and/or subcontractor shall maintain the following types of insurance, with the respective limits:
1. **BODILY INJURY LIABILITY**
 - a. \$1,000,000 operations each claim per person
 - b. \$1,000,000 completed operations each claim per person;
 2. **AUTOMOBILE PUBLIC LIABILITY**
 - a. **Bodily Injury:**
 - i. \$1,000,000 each claim per person
 - ii. \$1,000,000 aggregate
 - b. **Property Damage:**
 - i. \$1,000,000 each claim per person
 - ii. \$1,000,000 aggregate;
 3. **PROPERTY DAMAGE LIABILITY (other than automobile)**
 - a. \$500,000 each claim per person
 - b. \$500,000 operations per claim
 - c. \$500,000 protective per claim (covering automobile)
 - d. \$500,000 contractual per claim;
 4. **GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;**
 5. **AGGREGATE – Two Million Dollars (\$2,000,000);**
 6. **EXCESS COVERAGE – One Million Dollars (\$1,000,000);**
 7. **PROFESSIONAL LIABILITY – One Million Dollars (\$1,000,000);**
 8. **PRODUCT LIABILITY – Two Million Dollars (\$2,000,000); and,**
 9. **WORKER’S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers’ Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker’s Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the CITY, for the protection of its employees not otherwise protected.**

RFQ #23-03	Due Date & Time: August 1, 2023 @ 2:00 PM ET	Advertised Date: June 20, 2023
Purchasing Coordinator: Vickie Ramsier	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: (863) 421-3600	
Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com		
Low Voltage Cabling Services Continuing Contract		

- C. **Certificates of Insurance:** The successful Bidder/Contractor shall provide the CITY's Finance Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:
1. The name of the insured Bidder/Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy
 5. The effective date
 6. The termination date
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy
- D. **City as Additional Insured:** The successful Bidder/Contractor shall name the CITY as an additional insured, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the CITY with proof of same.
- E. **Waiver of Subrogation:** The successful Respondent shall have a waiver of subrogation instead of listing the City as additionally insured for Workers' Compensation coverage.
- F. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligations to fulfill the insurance requirements specified herein.
- G. **Loss Deductible Clause:** The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

Initials of Signatory:  Date: 8/1/23

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

>>>Failure to submit this form may disqualify your response.<<<

RFQ #23-03	Due Date & Time: August 1, 2023 @ 2:00 PM ET	Advertised Date: June 20, 2023
Purchasing Coordinator: Vickie Ramsier Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: (863) 421-3600	
Low Voltage Cabling Services Continuing Contract		

**Attachment D
Acceptance of Proposal Terms & Conditions**

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ Document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document or as negotiated pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFQ document or as otherwise agreed to between the parties in writing.

[Signature] Contracting Party Signature
Vice President Title

Brandon K. Boyd Contracting Party Printed Name
8/1/23 Date

Mailing Address: 15834 Guild Ct. Jupiter, FL 33478 (Corporate Office)
Phone/Fax/E Mail Address: (561) 743-9737 / (561) 743-0725 / RArnold@pcsfiber.com

NOTARY:
STATE OF Florida
COUNTY OF Palm Beach

Sworn and Subscribed before me this 1st day of Aug., 20 23

Personally known: yes, (Brandon Boyd)

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: 9/26/23



Laura J. Fix, Notary

>>> Failure to submit this form may disqualify your response.<<<

RFQ #23-03	Due Date & Time: August 1, 2023 @ 2:00 PM ET	Advertised Date: June 20, 2023
Purchasing Coordinator: Vickie Ramsier Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: (863) 421-3600	
Low Voltage Cabling Services Continuing Contract		

**Attachment E
Drug-Free Workplace Certification**

In case of tie bids, preference must be given to a Bidder submitting a certification with the bid response certifying that the Bidder has a drug-free workplace in accordance with section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with the bid.

In order to have a drug-free workplace program, a business shall:

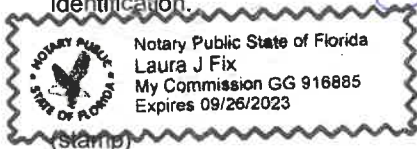
- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

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

Bidder's Signature, Title, Date *Brandon L. Boyd, Vice President 8-1-23*

STATE OF *Florida*
COUNTY OF *Polk Beach*

The foregoing instrument was executed before me this *1st* day of *August*, 20*23*, by *Brandon Boyd* as *Vice President* of *Trusim Contracting Svcs* who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.



Laura J. Fix
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

RFQ #23-03	Due Date & Time: August 1, 2023 @ 2:00 PM ET	Advertised Date: June 20, 2023
Purchasing Coordinator: Vickie Ramsier Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: (863) 421-3600	
Low Voltage Cabling Services Continuing Contract		

Attachment F

Conflict of Interest Statement

STATE OF Florida
COUNTY OF Palm Beach

Before me the undersigned authority personally appeared Brandon Boyd, who was duly sworn, deposes, and states:

- A. I am, the Vice President of Precision Contracting, Inc. with a local office in Winter Garden, FL and principal office in Jupiter, Florida.
- B. Said entity is submitting this proposal/offer to RFQ #23-03 Low Voltage Cabling Services Continuing Contract.
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division, Department, or Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the City of Haines City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

Dated this 1 day of August 20 23
 AFFIANT [Signature]
 Typed Name of AFFIANT Brandon K. Boyd
 Title Vice President

NOTARY:
STATE OF Florida
COUNTY OF Palm Beach

Sworn and Subscribed before me this 1 day of Aug, 20 23
 Personally known: Brandon K. Boyd
 Or Produced Identification: _____
 Notary Public - State of: Florida Commission Expires: 9/26/23



PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
 >>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

RFQ #23-03	Due Date & Time: August 1, 2023 @ 2:00 PM ET	Advertised Date: June 20, 2023
Purchasing Coordinator: Vickie Ramsier	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: (863) 421-3600	
Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com		
Low Voltage Cabling Services Continuing Contract		

**Attachment G
PUBLIC ENTITY CRIMES**

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number RFQ #23-03 for Low Voltage Cabling Services Continuing Contract.

2. This sworn statement is submitted by Precision Contracting Services whose business address is 15834 Guild Ct., Jupiter, FL 33478 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3157681 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is Brandon K. Boyd and my relationship to the above is Vice President

4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in section 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" as defined in section 287.133(l)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

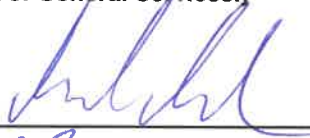
____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies].

RFQ #23-03	Due Date & Time: August 1, 2023 @ 2:00 PM ET	Advertised Date: June 20, 2023
Purchasing Coordinator: Vickie Ramsier	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: (863) 421-3600	
Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com		
Low Voltage Cabling Services Continuing Contract		

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the Department of General Services.]**

[Signature] 
Date: 8/1/23

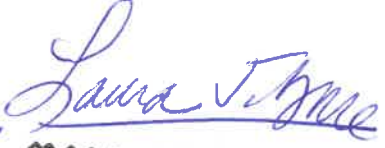
NOTARY:
STATE OF Florida
COUNTY OF Palm Beach

Sworn and Subscribed before me this 1st day of Aug, 20 23

Personally known: Brandon K. Boyd

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: 9/26/23





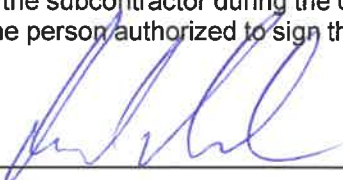
PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your Bid may disqualify your response.<<<<

RFQ #23-03	Due Date & Time: August 1, 2023 @ 2:00 PM ET	Advertised Date: June 20, 2023
Purchasing Coordinator: Vickie Ramsier	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: (863) 421-3600	
Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com		
Low Voltage Cabling Services Continuing Contract		

Attachment J

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request. As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements

DATE: 8/11/23 SIGNATURE: 

COMPANY: Precision Contracting Inc. NAME: Brandon K. Boyd

ADDRESS: 15834 Gaild Ct. TITLE: Vice President
Jupiter, FL 33478

E-MAIL: Rarnold@pcsfiber.com

PHONE NO.: (561) 743-9937

FAX NO.: (561) 743-0775



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Stahl Morse & Associates) and CONTACT NAME (National Fire Insurance Company of Hartford, Valley Forge Insurance Company, etc.).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Pollution Liability, and Cyber Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractors Equipment, XL Specialty Insurance Company, UM00101191MA22A, Eff 12/31/21 12/31/22, Limit: \$300,000
Installation Floater, XL Specialty Insurance Company, UM00101191MA22A, Eff 12/31/21-12/31/22, Jobsite Limit: \$3,500,000/ Transit/Temp storage Limit \$1,000,000
Professional Liability PEC003899408 Indian Harbor Insurance Co Eff: 12/31/20-12/31/21 \$2mm Occ/\$4MM Agg Limit \$15,000

Table with 2 columns: CERTIFICATE HOLDER (Precision Contracting Services, Inc.) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).

Building Industry Consulting Service International
REGISTERED TELECOMMUNICATIONS
PROJECT MANAGER

THE PROFESSIONAL DESIGNATION OF

IS AWARDED TO

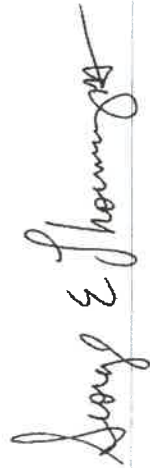
Allen Ballard

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 193080

Registration Start Date: 1/1/2019

Registration End Date: 12/31/2021



Chair, Registrations & Credentials Supervision Committee



Since

8/1/2012



Director of Credentialing

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Bruce Boyd

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 104876

Registration Start Date: 01-01-2022

Registration End Date: 12-31-2024

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President



Since

12-19-1997

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Cindy Boyd

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 114630

Registration Start Date: 01-01-2023

Registration End Date: 12-31-2025

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President



Since 04-04-1998

John H. Daniels

John H. Daniels, CNIM, FACHE, FHIMSS
BICSI Chief Executive Officer

THE PROFESSIONAL DESIGNATION OF

OUTSIDE PLANT DESIGNER

IS AWARDED TO

John Romanski

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 128068

Registration Start Date: 01-01-2021

Registration End Date: 12-31-2023

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President



Since

01-17-2011

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

THE PROFESSIONAL DESIGNATION OF

WIRELESS DESIGNER

IS AWARDED TO

John Romanski

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 128068

Registration Start Date: 01-01-2021

Registration End Date: 12-31-2023

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President



Since

11-05-2011

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

THE PROFESSIONAL DESIGNATION OF

DATA CENTER DESIGN CONSULTANT

IS AWARDED TO

John Romanski

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 128068

Registration Start Date: 01-01-2022

Registration End Date: 12-31-2024

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President



06-26-2012

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**ELECTRONIC SAFETY
AND SECURITY DESIGNER**

IS AWARDED TO

John Romanski

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 128068

Registration Start Date: 01-01-2023

Registration End Date: 12-31-2025

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President



Since 05-30-2013

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

THE PROFESSIONAL DESIGNATION OF

REGISTERED TELECOMMUNICATIONS PROJECT MANAGER

IS AWARDED TO

John Romanski

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 128068

Registration Start Date: 01-01-2022

Registration End Date: 12-31-2024



Todd W. Taylor, RCDD, NTS, OSP
BICSI President



BICSI
RTPM

Since

08-01-2012



John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Rick Arnold

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 130527

Registration Start Date: 01-01-2022

Registration End Date: 12-31-2024

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President



BICSI
RCDD

Since

06-24-1991

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Roger E Watkins

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 119559

Registration Start Date: 01-01-2023

Registration End Date: 12-31-2025

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President



BICSI
RCDD

Since 11-14-1998

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 7, 2023

PRECISION CONTRACTING SERVICES, INC.
15834 GUILD COURT
JUPITER, FLORIDA 33478

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, TRAFFIC SIGNAL, NAVIGATION LIGHTING, FIBER OPTIC CABLE INSTALLATION, SPLICING & TESTING, ACCESS CONTROL SYSTEMS, CCTV, VIDEO AND FENCE DETECTION

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor,
Contracts Administration Office

JT:cg



Corning Optical Communications Network of Preferred Installers

Precision Contracting Services - Jupiter
Certified Member
2023 Member in Good Standing

Andrew Bell, Program Manager
Network of Preferred Installers
Optical Communications, IBN/DC

Andrew Jackson, Vice President
OCO Marketing
Optical Communications

Rendered: Wed Jan 11 16:56:00 GMT 2023



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOYD, BRANDON K

PRECISION CONTRACTING SERVICES, INC.
15834 GUILD COURT
JUPITER FL 33478

LICENSE NUMBER: EC13009874

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A LIMITED ENERGY SYSTEMS SPECIALIST

BOYD, BRANDON K

PRECISION CONTRACTING SERVICES, INC.

15834 GUILD COURT

JUPITER FL 33478

LICENSE NUMBER: ES12001801

EXPIRATION DATE: AUGUST 31, 2024

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PRECISION CONTRACTING SERVICES, INC.

Dec 2018

15834 Guild Ct
Jupiter, FL 33478
P 561-743-9737
F 561-743-0775

1103 Crown Park Cir
Winter Garden, FL 34787
P 407-877-1900
F 407-877-1902

2738 Aviation Pkwy
Fayetteville, NC 28306
P 910-323-0331
F 910-323-0323

9035 17th Pl
Vero Beach, FL 32960
P/F 772-770-3343

11501 Columbia Park Dr W, Ste 100
Jacksonville, FL 32258

12960 Commerce Lakes Dr, Ste 2
Fort Myers, FL 33913
P/F 239-768-0300

8812 Venture Cove
Tampa, FL 33637
P/F 813-987-0909

3939 W Market St, Unit 1, 2, 3
Greensboro, NC 27407
P 910-323-0331
F 910-323-0323

4811 Lyons Technology Pkwy, Ste 26
Coconut Creek, FL 33073
P/F 561-743-9737

Date of Incorporation: November 14, 1990
Dun & Bradstreet# 78-199-9099
FL Sales Tax Resale #60-00-144254-66
FL Certified Limited Energy License# ES0000245
FL Alarm II License # EG13000230

State of Incorporation: Florida DoC # S12602
Fed Tax ID # 59-3057681
Palm Beach County Occupational License #OS-012
NC Low Voltage License #23663-SP-LV

Business Activities: Design, Installation & Integration of Fiber Optic based communication systems, inclusive of all inside/outside plant construction, permitting, electronics installation and system maintenance.

Bank Information

Wells Fargo
450 S. Australian Ave. #800
WPB, FL 33401

Officer: Kelly McFatter
Alternate: Gordon Anthony

561-366-5512
561-820-1177
Fax: 561-366-5528

kelly.mcfatter@wellsfargo.com

Vendor Credit History

Anixter
3400 Lawrence-Suwanee Rd
Suwanee, GA 30024
Amelia Kelly-- Credit Department
Amelia.Kelly@anixter.com
678-546-2769
678-546-2761 fax

Corning Cable Systems
Shared Services HP-ME-02-C7C
Corning, NY 14831
Sonya Bump – OTC- Collections
BumpSK@Corning.com
607-974-4071
607-974-7950 fax

Power & Telephone Supply Company

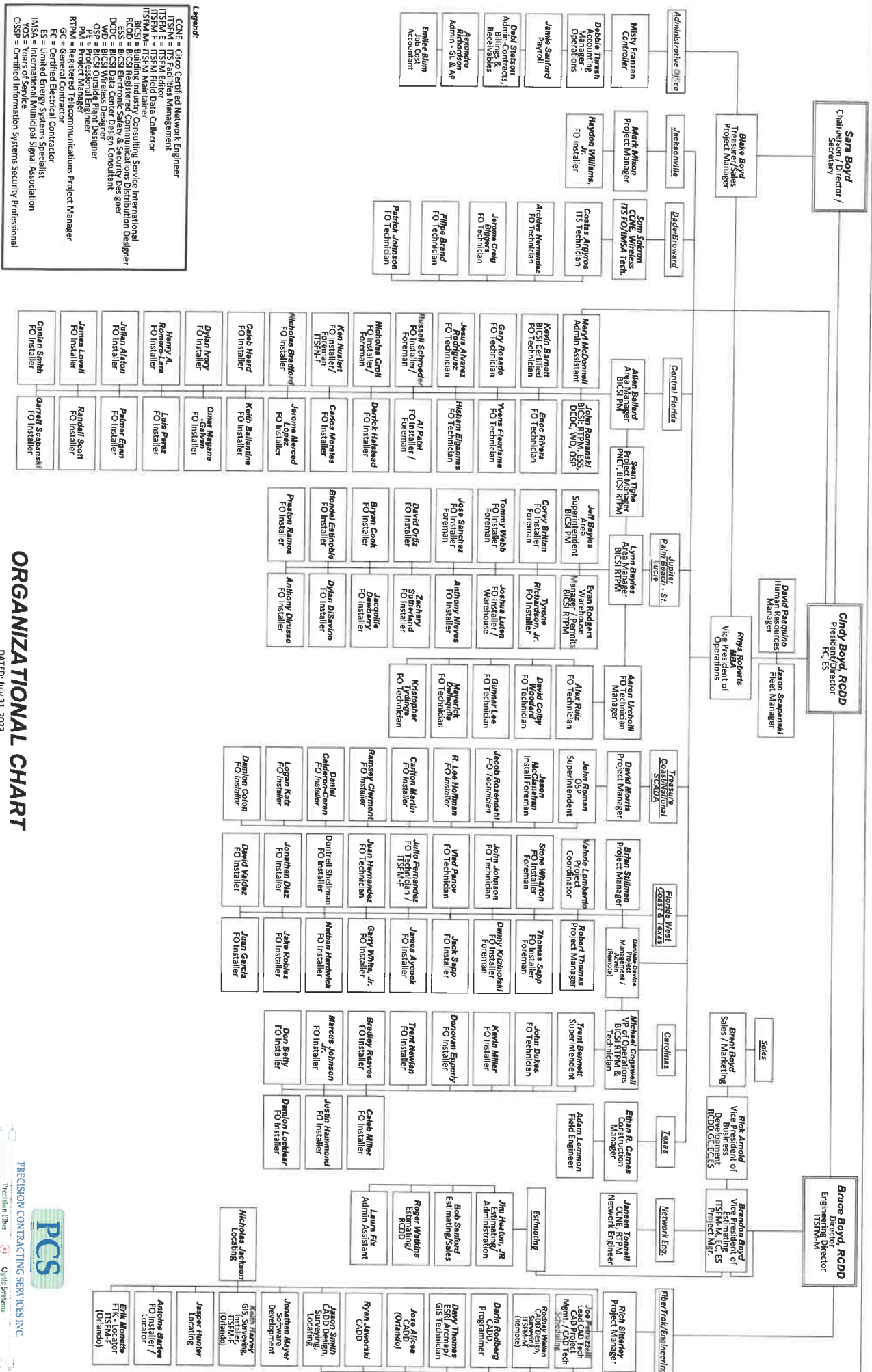
PO Box 1000, Dept. 839
Memphis, TN 38148-0839
Bev Lary – Credit Department
Bev.Lary@ptsupply.com
800-233-0111 x3275

Fiber Instrument Sales, Inc.

161 Clear Road
Oriskany, NY 13424
Samantha Yahnke – Accounts Receivable Assoc
SYahnke@fiberinstrumentsales.com
315-736-2206 x4117
315-736-2285 fax

Blackhawk Enterprises

1400 Village Square
#3-216
Tallahassee, FL 32312
Credit Department
850-668-5293 phone/fax



ORGANIZATIONAL CHART

DATED: July 31, 2023





HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Terrell Griffin, Parks and Recreation Director

Date: September 7, 2023

Subject: Vehicle Purchases for Parks & Recreation Department

Executive Summary

Approve the purchase of two (2) vehicles for the Parks and Recreation Department to replace old, outdated vehicles.

Staff Contact: Terrell Griffin, Parks and Recreation Director

Introduction

The intent of this item is to seek City Commission authorization to purchase two (2) vehicles for the Parks & Recreation Department to replace old, outdated vehicles.

Background

The two vehicles are a 2022 Ford Super Duty F-250 SRW XL (\$50,900.50) and a 2023 Ram Pro Master 1500 Low Roof Cargo Van (\$49,740).

The 2022 Ford Super Duty F-250 replaces a 2005 Ford F-250 that is beyond its life expectancy, with repairs becoming more and more costly. The Cargo van replaces a 2006 E150 Panel van that is beyond its life expectancy.

The vehicle pricing is based on the Florida Sheriffs Association & Florida Association of Counties. Staff was able to secure pricing from local dealers that is less than the cost of the vehicles on the Florida Sheriffs Association of Counties listing.

Organizational Goal(s)

Infrastructure: Maintain, protect and design infrastructure that ensures a desired level of service and provides for future needs.



Budget Impact

The budget impact for fiscal year 2023 is \$100,640.50 and budgeted in the General Fund Parks and Recreation Department capital outlay.

Recommendation

Staff recommends approval to purchase two (2) vehicles in the amount of \$100,640.50 for the Parks and Recreation Department to replace old, outdated vehicles.

Dodge Chrysler Jeep Ram of Winter Haven

Date: 7/6/2023
 Salesperson: Luis Alvarez
 Manager: Todd Lyons
 Customer ID #: 58359

FOR INTERNAL USE ONLY

BUSINESS NAME CONTACT	CITY OF HAINES CITY	Home Phone : (863) 421-3785
Address :	620 E MAIN ST HAINES CITY, FL 33844 POLK	Work Phone : (863) 421-3600
E-Mail :	omar.dejesus@hainescity.com	Cell Phone :

VEHICLE			
Stock # :	PE548179	New / Used :	New
VIN :	3C6LRVNGXPE548179	Mileage:	26
Vehicle :	2023 RAM ProMaster 1500	Color :	Bright White Cl
Type :	Low Roof Cargo Van 118 in. WB		VF1L11
Body Size :	Style :	Weight :	4410
		Unit Class :	

Market Value Selling Price	46,460.00
Rebate	500.00
Adjusted Price	45,960.00
SHELVING	2,990.00
Total Purchase	48,950.00
Doc Fee	788.00
Non Tax Fees	2.00
Cash Deposit	.00
Balance	49,740.00

Customer Approval: _____ Management Approval: _____
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Purchase Agreement

Wayne Aeschliman
 Jarrett Gordon Ford - Davenport
 2600 Access RD NW
 Davenport, FL 33897

Davenport, FL

Buyer	Co-Buyer	Vehicle
City Of Haines City (no name) 620 E Main St Haines City, FL 33844 D: (863) 421-3777, C: (863) 514-3470		2023 Ford Transit-250 Cargo VIN: 1FTBR3X88PKB01555 Stock #: 46182 Mileage: 10 Color: Oxford White

Purchase Details	
Retail Price:	\$55,520.00
Sales Price:	\$54,388.00
Savings:	\$1,132.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$220.50
Doc Fees:	\$799.00
Total Taxes:	\$0.00
Total Sales Price:	\$55,407.50
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$55,407.50

SALES PRICE INCLUDES THE DROP
 DOWN LADDER RACK INSTALLED
 ON THE VAN

X _____
 Customer Signature

 Date

X *Wayne Aeschliman* _____
 Manager Signature

07/06/23 _____
 Date

Disclaimer:

Printed 7/6/23 11:07 AM

*Interest rates are based on the stores average APR. True APR is determined by personal credit and approval by lending institution. Current APR exposed is for general payment purpose only and in no way means you are approved.



Purchase Agreement

Wayne Aeschliman
 Jarrett Gordon Ford - Davenport
 2600 Access RD NW
 Davenport, FL 33897

Davenport, FL

Buyer	Co-Buyer	Vehicle
City Of Haines City (no name) 620 E Main St Haines City, FL 33844 D: (863) 421-3777, C: (863) 514-3470		2022 Ford Super Duty F-250 SRW XL VIN: 1FDBF2B68NEG17804 Stock #: 45869 Mileage: 40 Color: Oxford White

Purchase Details	
Retail Price:	\$60,955.00
Sales Price:	\$49,881.00
Savings:	\$11,074.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$220.50
Doc Fees:	\$799.00
Total Taxes:	\$0.00
Total Sales Price:	\$50,900.50
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$50,900.50

PRICE INCLUDES FOUR CORNER STROBES

THIS IS THE PRICE WITH YOU DOING YOUR OWN TAG WORK

X _____
 Customer Signature

X *Wayne Aeschliman* _____
 Manager Signature

 Date

06/29/23 _____
 Date

Disclaimer:

Printed 6/29/23 1:04 PM

*Interest rates are based on the stores average APR. True APR is determined by personal credit and approval by lending institution. Current APR exposed is for general payment purpose only and in no way means you are approved.

KTP-000548 FL

24A 456

58 2 X 2
 LABEL ADV COV PROCES B10 RAMP BUMPER

1FD8F2B68NEG17804

SUPER

MATL

009111
 143/1720

1JDBR2368

NEG17804 NB

BLDG



Go Further
 ford.com

VEHICLE DESCRIPTION

SUPER DUTY
 2022 F250 SRW 4X4 REG CAB
 XL 142" WB STYLE SIDE
 6.2L EFI V-8 ENGINE
 6-SPEED AUTOMATIC TRANS G

NE **G17804**

EXTERIOR
 OXFORD WHITE
 INTERIOR
 MEDIUM EARTH GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- BOX RAIL/TAILGATE MOLDINGS
 - DOOR HANDLES - BLACK
 - HEADLAMPS - AUTODIMM
 - (ON/OFF)
 - LOCKING REMOVABLE TAILGATE
 - PICKUP BOX, TIE DOWN HOOKS
 - -NA W/BOX DLT
 - SPARE TIRE AND WHEEL LOCK
 - -NA W/BOX DLT
 - TOW HOOKS
 - TRAILER SWAY CONTROL
 - WIPERS - INTERMITTENT

- INTERIOR**
- AIR COND, MANUAL FRONT
 - DRIVER SEAT/MANUAL LUMBAR
 - OUTSIDE TEMP DISPLAY
 - PARTICULATE AIR FILTER
 - SLEEPING - PLTY/TELESCOPIC WHEEL WITH AUDIO
 - VINYL SUN VISORS

- FUNCTIONAL**
- POWER WINDOW LOCK BRAKE SYS
 - FORDPASS CONNECT
 - HILL START ASSIST
 - JENNEL EFFECT HEADLAMPS
 - MANUAL LOCK COIL SPRING FRT SUSPENSION W/STAB BAR
 - MTRV EYE
 - REAR VIEW CAMERA
 - NA W/BOX DLT

- SAFETY/SECURITY**
- ADVANCED TRAC CONTROL WITH PRO
 - AIRBAGS - SAFETY CANOPY*
 - BELT-LATCHER CHIME
 - DRIVER/PASSENGER AIR BAGS
 - SECURE LOCK ANTI-THEFT SYS
 - SOS POST-CRASH ALERT SYS**
 - SUSPENSION W/STAB BAR

- AVAILABILITY**
- 37582.000 BUMPER / BUMPER
 - 37180.000 POWERTRAIN
 - 37180.000 ROADSIDE ASSIST
 - 37101.000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

- OPTIONAL EQUIPMENT/OTHER**
- FORDPASS CONNECT
 - 6-SPEED AUTOMATIC TRANS G
 - 9.75 RATIO REGULAR AXLE
 - PIONEER EQUIPMENT GROUP
 - PICKUP BOX DELETE
 - FRONT LICENSE PLATE BRACKET
 - XL DECOR PACKAGE
 - 4G LTR W/HI HOTSPOOT REMOVAL
 - 9900R QWVR PACKAGE
 - 90 STATE EMISSIONS
 - SPARE TIRE AND WHEEL
 - TRAILER BRAKE CONTROLLER
 - TELESPRING TT MIRR-POWER/HTD SIG
 - JACK
 - REAR STAB BAR W/ AUX SPRINGS
 - UPRITTER SWITCHES
 - 200AMP/6.2L/2400AMP/6.7L ALTR
 - PAYLOAD DOWNGRADE PACKAGE
 - REAR VIEW CAMERA & PREP KIT
 - DAYTIME RUNNING LIGHTS
 - XL VALUE PACKAGE
 - CRUISE CONTROL

PRICE INFORMATION	(MSRP)
BASE PRICE	\$42,235.00
TOTAL OPTIONS/OTHER	2,195.00
TOTAL VEHICLE & DELIVERY	44,430.00
DESTINATION & DELIVERY	1,795.00

PAINT ONE	PAINT TWO	ITEM #	CONVOY
CH29		24-B-308 OT 59	
<p>TOTAL MSRP \$46,225.00</p> <p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.</p>			
<p>SPECIAL ORDER</p> <p>R336 R 68 2X 275 000548 10 25 22</p>			

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Fueleconomy.gov
 Calculate personalized estimates and compare vehicles

4.5 YEARS WARRANTY
 FORD'S BEST SELLING TRUCKS

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle settings for connectivity options.

*Based on 107% city fuel efficiency.

**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Services are required for remote features like Ford and features depend on compatible 4G LTE network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of certain features. Connected Services subject to Wi-Fi hotspot.

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.ford.com/protect.

SCAN QR CODE TO GET THE FULL STORY

800.44.FORD

800.44.FORD

800.44.FORD

EPA Fuel Economy and Environment DOT

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

KNAPHEIDE TRUCK EQUIPMENT CO - SOUTHEAST
510 THORPE RD, ORLANDO FL 32824
407-857-2040

I N V O I C E

INVOICE: ORJ40189
Reference: RJ00000807
DATE: 12/14/22

=====
MVRS REGISTRATION # MV63874

Customer: 33510
JARRETT-GORDON FORD
2600 ACCESS ROAD NORTHWEST

DAVENPORT FL 33897
863-422-1167

Ship To: KEY CODE:04612
JARRETT-GORDON FORD
2600 ACCESS ROAD NORTHWEST

DAVENPORT FL 33897

Contact:

Ship Via:DELIVERY

P.O. SIGNED QUOTE

MAKE: FORD MODEL: F-250 YEAR: 2022 VIN: 1FDBF2B68NEG17804

Start Date: 10/20/22 Req. Date: 12/12/22 FO: B308-22 TPC\LPC\FPC:

696-PP

MODEL 6 OR 796 SERVICE BODY

LED SURFACE MOUNT STOP/TURN/TAIL LIGHTS FOR STEEL SERVICE BO

CENTARI PRO ACTIVATOR (MEDIUM)

PAINT REDUCER

CENTARI PRO WHITE TOPCOAT

28"7 WAY HARNESSEXTENSION

SEAL DOOR UB TUBULAR W/ADHESVE

SUPPLY ITEMS

PAINTING SUPPLIES

REDUCER MEDIUM

BODY UTILITY 696-S NDS KNAP LT

78" WIDE GALVA-GRIP STRAIGHT BUMPER 2017+FORD 56" CA PRIME

*** CONTINUED NEXT PAGE ***

45869

KNAPHEIDE TRUCK EQUIPMENT CO - SOUTHEAST
510 THORPE RD, ORLANDO FL 32824
407-857-2040

I N V O I C E

INVOICE: ORJ40189
Reference: RJ00000807
DATE: 12/14/22

MVRS REGISTRATION # MV63874

Customer: 33510
JARRETT-GORDON FORD
2600 ACCESS ROAD NORTHWEST

Ship To: KEY CODE:04612
JARRETT-GORDON FORD
2600 ACCESS ROAD NORTHWEST

DAVENPORT FL 33897
863-422-1167

DAVENPORT FL 33897

Contact:
P.O. SIGNED QUOTE

Ship Via:DELIVERY

MAKE: FORD MODEL: F-250 YEAR: 2022 VIN: 1FDBF2B68NEG17804

Start Date: 10/20/22 Req. Date: 12/12/22 FO: B308-22 TPC\LPC\FPC:

696-PP

MOUNTING KIT, FORD, 56CA 2017+

POWER LOCKS 600 SERIES 80 8 2 96 & 108 SERV BODIES WITH

7 WAY RV SOCKET-CHEV/F-250

7-WAY RV-STYLE CONNECTOR MOUNTING BRACKET

CHEVY/F-250 7-WAY RV

SPRAYLINER-8'UTILITY BODY
7025-A-30000-D55ROH
7025-B-20000-S08-D55BOH

SPRAYLINER-UTILITY BODY BUMPER
7025-A-30000-D55ROH
7025-B-20000-S08-D55BOH

DELIVERY - OUT OF LOCAL AREA

CHASSIS REASSIGNMENT

45869

SHOP OUR ONLINE PARTS STORE 24/7 AT WWW.SHOPKTEC.COM

REMIT TO:

KNAPHEIDE TRUCK EQUIPMENT SOUTHEAST
510 THORPE RD
ORLANDO FL 32824

Sales Tax
FREIGHT

TOTAL

TERMS:N30



City of Haines City

Prepared for:	Contract Holder	6/27/2023
City of Haines City Katie Fussell katie.fussell@hainescity.com	Duval Ford Jared Davis (Work) 904-381-6595 jared.davis@duvalmotor.com 405 Lane Ave N Jacksonville, FL 32210	

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

	Code	Equipment	OEM Price Level:	BCSO Contract Price
Labor Hours: \$90/ Hr	2024 F2B	2024 Ford F-250 Regular Cab XL, 4x4	\$ 45,922.00	\$ 42,951.71
	OEM freight	Factory Destination	\$ 1,895.00	\$ 1,926.27
	Exterior Paint	Oxford White	\$ -	\$ -
	Interior	Medium Dark Slate vinyl; 40/20/40	\$ -	\$ -
	99A/44F	6.8L V8/10-spd auto	\$ -	\$ -
	18B	Black platform running boards	\$ 291.00	\$ 295.80
Parts Quantity	Discount	Government Concession reflected in Base Vehicle Price		
	Ceiling Markup	Primary Awardee Ceiling Markup	1.65%	
	Discount	Discount off invoice reflected in Base Vehicle Price	\$ (2,928.00)	
	Ceiling Percentage Markup: Lighting		20%	
	4	(2) Surface mounted lightheads in grille; (2) in taillights (AMBER/WHITE)	\$ 108.00	\$ 518.40
4	Ceiling Percentage Markup: Body		14%	
		8' Reading Classic II Body	\$ 12,288.00	\$ 14,008.32
		To include SST paddle latches, factory powder-coated white, 2nd stage MSO, weight slip, and final-stage manufacturers completed vehicle certification, and factory camera relocate		
	4	Ceiling Percentage Markup: Accessories		29%
		Trailer Tow Package to incl hitch, plug, heavy-duty bar, ball, pin and clip	\$ 695.00	\$ 896.55
		Line-X spray liner in cargo area of body, compartment tops, tailgate, and bumper	\$ 1,000.00	\$ 1,290.00
190		Final Delivery		
	Labor	Total Labor Hours for installation of parts	\$ 360.00	\$ 360.00
	Freight	Freight on Parts	\$ -	\$ -
	33844	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	\$ 2.00	\$ 380.00
	Tag	New FL City Tag, processing and handling by dealer	\$ 173.00	\$ 173.00
	Warranty	Extended Warranty excluded	\$ -	\$ -
UNIT COST				\$ 62,800.05
TOTAL QUANTITY	1		TOTAL PURCHASE	\$ 62,800.05



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners
Through: James R. Elensky, City Manager
From: James Keene, Public Services Administrator
Date: September 7, 2023
Subject: Water Treatment Plant Improvements – Change Order No. 5

Executive Summary

Approve Change Order No. 5 for additional work and materials required to complete improvements to Water Treatment Plants 1 & 2.
Staff Contact: James Keene, Public Services Administrator

Introduction

The intent of this item is to request approval of Change Order No.5 to the Water Treatment Plant No.1 & No. 2 Improvements contract with CenState Contractors, Inc.

Background

CenState Contractors was awarded the contract for the Water Treatment Plant No. 1 and No. 2 Treatment System Improvements project. Change Order No. 5 includes the following items which result in a contract increase of \$35,083.07.

1. Additional material for Site Two (2) flow meters
2. Gravel replacement around the perimeter of the canopy on Site One (1)
3. Fence moved
4. Mixers Control Panel changes
5. Line relocation Site One (1)

The Contract Price, including this Change Order, is \$4,403,902.81.

Organizational Goal(s)

Infrastructure: Maintain, protect and design infrastructure that ensures a desired level of service and provides for future needs.



Budget Impact

This project is included in the 2022-2023 CIP under ADG account # 401-10-53-3-6-62-10.

Recommendation

Staff recommends the City Commission approve Change Order No. 5 to the Water Treatment Plant No. 1 & No. 2 Improvements contract with CenState Contractors, Inc.

SECTION 00941

CHANGE ORDER

Change Order No. 05

Date of Issuance: 6/29/2023	Effective Date: 09/09/2021
Owner: City of Haines City	Owner's Contract No.: 21-04
Contractor: CenState Contractors, Inc.	Contractor's Project No.: 52108
Engineer: CPH	Engineer's Project No.: H9319
Project: Haines City WTP #1 & #2 Treatment System Improvements	Contract Name: WTP #1 & #2 Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:
Attachments:

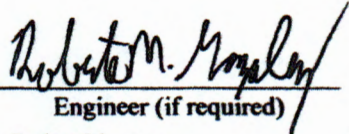
1. Additional material for site two (2) Flow meters
2. Gravel replacement around the perimeter of the canopy on site one (1)
3. Fence move back
4. Mixer Panel
5. Line Relocation site one (1)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>4,023,800.00</u>	Original Contract Times: <u>January 7, 2023</u> Substantial Completion: <u>November 12, 2022</u> Ready for Final Payment: <u>January 7, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : \$ <u>345,019.74</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>March 3, 2023</u> Ready for Final Payment: <u>April 28, 2023</u> 111 days
Contract Price prior to this Change Order: \$ <u>4,368,819.74</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 3, 2023</u> Ready for Final Payment: <u>April 28, 2023</u> 111 days
[Increase] [Decrease] of this Change Order: \$ <u>35,083.07</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>August 2, 2023</u> Ready for Final Payment: <u>September 1, 2023</u> 126 days
Contract Price incorporating this Change Order: \$ <u>4,403,902.81</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 2, 2023</u> Ready for Final Payment: <u>September 1, 2023</u> 237 days

RECOMMENDED: By: <u>Roberto M. Gonzalez, P.E.</u>	ACCEPTED: By: <u>H.L. "Roy" Tyler</u>	ACCEPTED: By: <u>Justin Short</u>
--	--	--------------------------------------

City of Haines City
WTP No. 1 & WTP No. 2 Improvements
CPH Project No. H9319

Change Order

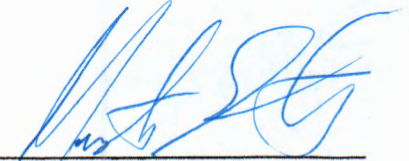


Engineer (if required)

Title: Project Manager
Date: 17-Aug-2023

Owner (Authorized Signature)

Title: Mayor
Date: 09/07/23



Contractor (Authorized Signature)

Title: Project Manager
Date: August 17, 2023

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

END OF SECTION

SECTION 00940

WORK CHANGE DIRECTIVE

Work Change Directive 09

Date of Issuance: 6/27/2023 Effective Date: 09/09/2021
 Owner: City of Haines City Owner's Contract No.: 21-04
 Contractor: CenState Contractors, Inc. Contractor's Project No.: 52108
 Engineer: CPH Engineer's Project No.: H9319
 Project: Haines City WTP #1 & #2 Treatment System Improvements Contract Name: WTP #1 & #2 Improvements

Contractor is directed to proceed promptly with the following change(s):

Description: Additional material for site two (2) flow meters and gravel placement around the perimeter of the canopy on site one (1)

Attachments: McDade Invoices (11449, 114725, 115143, 115277), Polk County Crushing Invoice (5469), White Cap Invoice (500216288663), Core & Main Invoice (S656875), Ferguson Invoices (2017764-1, 2023494) Shine & Co. Quote and Rose Fence Quote, Odyssey Quote

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Additional work and materials requested by Owner

Contract Price \$35,083.07
 Contract Time 126 days

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:	By:	By:	Justin Short
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: Project Manager	Title:	Title: Project Manager	
Date:	Date:	Date: 6/29/23	

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



Project Name: City of Haines City - WTP #1 & WTP #2 Improvements
 CenState Project No.: 52108 Contract No.: _____
 Proposal No.: One C.O. No. 5
 Revision No.: _____
 Submitted By: Justin Short
 Date: May 11, 2023

SUMMARY SHEET

DESCRIPTION				Notes
Additional material for site two (2) flow meters				
Gravel placement around the perimeter of the canopy on site one (1)				
Line Relocation - WTP 1				
ADDITIONAL TIME ADD/DEDUCT TO CONTRACT				
18 Working Days				18 working days
MATERIALS				
See page 2 for breakdown			Total	\$ -
	Tax	7%	\$	440.81
	Markup	10%	\$	673.82
			\$	7,411.98
LABOR				
See page 3 for breakdown			Total	\$ 6,240.00
	Markup	10%	\$	624.00
			\$	6,864.00
TOOLS & EQUIPMENT				
See page 4 for breakdown			Total	\$ 606.40
	Markup	10%	\$	60.64
			\$	667.04
SUBCONTRACTS				
	ORDER NO.	DESC OF WORK	Total	
Rose Fence		Move fence back	\$	592.86
Shine & Company		Changes to Mixer Panel	\$	14,700.50
Odyssey		Line Relocation - WTP 1	\$	2,700.00
			\$	-
			SUBTOTAL	\$ 17,993.36
	Markup	10%	\$	1,799.34
			\$	19,792.70
OTHER				
			Total	\$ -
			\$	-
			SUBTOTAL	\$ -
	Markup	10%	\$	-
			\$	-
			SUBTOTAL	\$ 34,735.72
Bond	1%		\$	347.36
			QUOTE TOTAL	\$ 35,083.07



Material Summary

	MATERIALS	INV/QUOTE	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1	Tapping Saddle	114499	1	EA	\$ 327.00	\$ 327.00	
2	18" MJ 90's	114725	1	EA	\$ 3,168.88	\$ 3,168.88	
3	57 Stone	5469	4	EA	\$ 22.50	\$ 90.00	
4	Rebar	50021628663	30	EA	\$ 14.25	\$ 427.50	
5	Valve Box	S656875	1	EA	\$ 905.61	\$ 905.61	
6	Sample Points	2017764-1	1	EA	\$ 370.40	\$ 370.40	
7	Sample Points	2023494	1	EA	\$ 695.00	\$ 695.00	
8	Valve Tag	115143	10	EA	\$ 30.00	\$ 300.00	
9	Neoprene Gasket	115277	1	EA	\$ 12.96	\$ 12.96	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
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28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43						\$ -	
44						\$ -	
45						\$ -	
TOTAL						\$ 6,297.35	



Labor Summary

	LABOR	HRS		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Superintendent	40.00		\$ 75.00	\$ 112.50	\$ 3,000.00	\$ -	\$ 3,000.00	
2	Foreman			\$ 55.00	\$ 82.50	\$ -	\$ -	\$ -	
3	Equipment Operator			\$ 35.00	\$ 52.50	\$ -	\$ -	\$ -	
4	Laborer	120.00		\$ 23.00	\$ 34.50	\$ 2,760.00	\$ -	\$ 2,760.00	
5	Pipelayer			\$ 25.00	\$ 37.50	\$ -	\$ -	\$ -	
6	Flaggers					\$ -	\$ -	\$ -	
7						\$ -	\$ -	\$ -	
8						\$ -	\$ -	\$ -	
9						\$ -	\$ -	\$ -	
10						\$ -	\$ -	\$ -	
11						\$ -	\$ -	\$ -	
12						\$ -	\$ -	\$ -	
13						\$ -	\$ -	\$ -	
14						\$ -	\$ -	\$ -	
15						\$ -	\$ -	\$ -	
16						\$ -	\$ -	\$ -	
17						\$ -	\$ -	\$ -	
18						\$ -	\$ -	\$ -	
19						\$ -	\$ -	\$ -	
20						\$ -	\$ -	\$ -	
21	SUBTOTALS	160.00	0.00					\$ 5,760.00	
22		160.00							
23									
24	ADJUSTMENTS	%	HRS			RATE/HR	TOTAL	NOTES	
25	Material Handling	2.0%	3.20			\$ 50.00	\$ 160.00		
26	Testing & Cleaning	2.5%	4.00			\$ 50.00	\$ 200.00		
27	Warranty & Punchlist	1.5%	2.40			\$ 50.00	\$ 120.00		
28	SUBTOTALS		9.60				\$ 480.00		
29									
30	PROJECT MANAGEMENT			HRS		RATE/HR	TOTAL	NOTES	
31	Project Manager					\$ 90.00	\$ -		
32	Project Executive					\$ 120.00	\$ -		
33	Project Engineer					\$ 50.00	\$ -		
34	SUBTOTALS			0.00			\$ -		
							TOTAL \$ 6,240.00		
	LABOR HOURS SUBTOTAL				HRS				
	Manhours	160.00	9.60	0.00	169.60				



Equipment Summary

TOOLS	DESCRIPTION			RATE	TOTAL	NOTES	
1	Small Tools	7% Labor Cost	\$ 6,240.00	7%	\$ 436.80		
2	Consumables	\$1.00/Labor Hr	\$ 169.60	\$ 1.00	\$ 169.60		
3					\$ -		
4					\$ -		
5					SUBTOTAL	\$ 606.40	
6							
EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL		
8	Company Pickup		Day	\$ 132.00	\$ -		
9				\$ -	\$ -		
10				\$ -	\$ -		
11					\$ -		
12					\$ -		
13					\$ -		
14					\$ -		
15					\$ -		
16					\$ -		
17					\$ -		
18					SUBTOTAL	\$ -	
19							
RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL		
21					\$ -		
22					\$ -		
23					\$ -		
24					\$ -		
25					\$ -		
26					\$ -		
27					SUBTOTAL	\$ -	
28							
29	EQUIPMENT SUBTOTAL						
30					TOTAL	\$ 606.40	



Waterworks, Inc.

MCDADE WATERWORKS INC
PO BOX 16039
TAMPA, FL 33687-6039

Voice: (813) 740-1144
Fax: (813) 627-9387

INVOICE

Invoice Number: 114499

Invoice Date: Mar 14, 2023
Page: 1
Sales Order #: 60497

Bill To:
CENSTATE CONTRACTORS, INC.
P O DRAWER 552
WINTER HAVEN, FL 33882-0552

Ship To:
CENSTATE CONTRACTORS, INC.
@ HAINES CITY WTP 1
402 5TH STREET
HAINES CITY, FL 33844
P21-250

Customer ID	Customer PO	Payment Terms	
CENSTATE	P52108-06	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
JOHN P. BUNN	OUR TRUCK	3/14/23	4/13/23

Quantity	Item	Description	Backorder Qty	Unit Price	Amount
1.00		18" X 1" JCM 406 TAPPING SADDLE FOR DIP, #406-2050 X 08		258.00	258.00
1.00		1" X 3/4" BRASS THRD BUSHING - NO LEAD		7.00	7.00
1.00	CORPMF.75NL	3/4" M X F CORPORATION STOP, NO LEAD, FB1700-NL		62.00	62.00

RECEIVED
MAR 27 2023
BY: *[Signature]*
52108

Thank you for your business!

Note: Please be aware a late fee of 1.5% per month will be applied to past due invoices.

Subtotal	327.00
Sales Tax	19.62
Freight	
Total Invoice Amount	346.62
Payment/Credit Applied	
TOTAL	346.62



INVOICE

Invoice Number: 114725

MCDADE WATERWORKS INC
 PO BOX 16039
 TAMPA, FL 33687-6039

Invoice Date: Mar 28, 2023
 Page: 1
 Sales Order #: 60584

Voice: (813) 740-1144
 Fax: (813) 627-9387

Bill To:
CENSTATE CONTRACTORS, INC. P O DRAWER 552 WINTER HAVEN, FL 33882-0552

Ship to:
CENSTATE CONTRACTORS, INC. @ HAINES CITY WTP 1 2003 ANGLE AVENUE HAINES CITY, FL 33844 P21-250

Customer ID	Customer PO	Payment Terms	
CENSTATE	P52108-06	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ALEXANDER	OUR TRUCK	3/28/23	4/27/23

Quantity	Item	Description	Backorder Qty	Unit Price	Amount
2.00	1.1DCMJ9018	JUSTIN 863-287-6574 18" C153 MJ 90, C/L, L/ACCYS, DOMESTIC		1,584.44	3,168.88

RECEIVED
 APR 06 2023
 BY:
Sales

Thank you for your business!

Note: Please be aware a late fee of 1.5% per month will be applied to past due invoices.

Subtotal	3,168.88
Sales Tax	190.13
Freight	
Total Invoice Amount	3,359.01
Payment/Credit Applied	
TOTAL	3,359.01



MCDADE WATERWORKS INC
 PO BOX 16039
 TAMPA, FL 33687-6039

Voice: (813) 740-1144
 Fax: (813) 627-9387

INVOICE

Invoice Number: 115143

Invoice Date: Apr 27, 2023
 Page: 1
 Sales Order #: 60375

Bill To:
CENSTATE CONTRACTORS, INC. P O DRAWER 552 WINTER HAVEN, FL 33882-0552

Ship to:
CENSTATE CONTRACTORS, INC. @ HAINES CITY WTP 1 2003 ANGLE AVENUE HAINES CITY, FL 33844 P21-250

Customer ID	Customer PO	Payment Terms	
CENSTATE	P52108-06	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ALEXANDER	MCDADE-FEDEX-PPA	4/27/23	5/27/23

Quantity	Item	Description	Backorder Qty	Unit Price	Amount
10.00	VT03B	*** CONTACT: JUSTIN 863-287-6574 PLEASE CALL AHEAD PRIOR TO SHIPPING FROM MCDADE **** 3" ENGRAVED BRONZE VALVE TAG WITH POST (SEE ATTACHED TEMPLATE)		30.00	300.00

RECEIVED
 MAY 09 2023
 BY:

Thank you for your business!

Note: Please be aware a late fee of 1.5% per month will be applied to past due invoices.

Subtotal	300.00
6 Sales Tax	18.00
Freight	12.99
Total Invoice Amount	330.99
Payment/Credit Applied	
<i>[Signature]</i> TOTAL	330.99



Waterworks, Inc.

MCDADDE WATERWORKS INC
PO BOX 16039
TAMPA, FL 33687-6039

INVOICE

Invoice Number: 115277

Invoice Date: May 5, 2023
Page: 1
Sales Order #: 60924

Voice: (813) 740-1144
Fax: (813) 627-9387

Bill To:
CENSTATE CONTRACTORS, INC. P O DRAWER 552 WINTER HAVEN, FL 33882-0552

Ship to:
CENSTATE CONTRACTORS, INC. ****OFFICE & WAREHOUSE**** 2288 EXECUTIVE ROAD WINTER HAVEN, FL 33884

Customer ID	Customer PO	Payment Terms	
CENSTATE	P52108-06	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
JOHN P. BUNN	MCDADDE-FEDEX-PPA	5/5/23	6/4/23

Quantity	Item	Description	Backorder Qty	Unit Price	Amount
3.00	7.1FFN18	18" FF NEOPRENE GASKET, 1/8" THICK, 125/150# DRILLING N/C			

RECEIVED
MAY 15 2023

BY:

Thank you for your business!

Note: Please be aware a late fee of 1.5% per month will be applied to past due invoices.

Subtotal	0.00
Sales Tax	
Freight	12.96
Total Invoice Amount	12.96
Payment/Credit Applied	
TOTAL	12.96

Folk County Crushing

P.O. Box 248
Auburndale Florida 33823
www.A-LMaterials.com

Site #1
Material release
base material

Invoice

Date	Invoice #
3/22/2023	5469

Bill To
Censtate Contractors P. O. Box 552 Winter Haven, FL 33882

52108
MI
612758
30501

RECEIVED
APR 04 2023

BY: *[Signature]*
52108

Job	P.O. No.	Terms	Due Date
402- 5th St, Haines City, FL		Net 30	4/21/2023
Description	Qty	Rate	Amount
#57 Crushed rock priced by the Ton	20	22.50	450.00T
Delivery Charge	1	125.00	125.00T
Fuel surcharge	1	35.00	35.00T
		Subtotal	\$610.00

A 1.5 % Service Charge will be applied to all accounts over 30 days.

Phone #	Fax #
863-965-8296	863-965-8056

Sales Tax (7.0%)	\$42.70
Total	\$652.70
Payments/Credits	\$0.00
Balance Due	\$652.70

WHITE CAP®

White Cap, L.P.
PO Box 4944, Orlando, FL 32802-4944

BRANCH ADDRESS
249 - LAKELAND (4061)
(863) 687-3246
335 N INGRAHAM AVE
LAKELAND FL 33801
POLK

INVOICE NUMBER
50021628663
INVOICE DATE
04/07/2023
CUSTOMER PO NUMBER
52108

ENROLLMENT TOKEN: ZSX VHM TKB

SOLD TO: 102000000
4145 1 AB 0.507 E0084 I0138 D10662173983 S2 P9624987 0004:0004



CENSTATE CONTRACTORS INC
PO BOX 552
WINTER HAVEN FL 33882-0552

TERRITORY:
SHIP TO: 102000999

PLEASE REMIT PAYMENT TO:
White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852

YARD/CENSTATE CONTRACTOR-102000999
PO DRAWER 552
WINTER HAVEN FL 33882

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
04/06/2023	52035068	JUSTIN SHORT	JOHNSON, JJ N	JOHNSON, JJ N
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
249	102000999	NET 30 DAYS	2. OUR TRUCK	

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 24043117 SHIPPING NOTES: SITE CONTACT JUSTIN SHORT 863-287-6574 *****	1	0	0	1	0.00	
1	43552060	#5 GR60 5/8"X20' REBAR SOLD/PC	30	14.25 EA	0	30	427.50	29.93

RECEIVED
APR 17 2023

BY:

52108

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, and Williams Equipment & Supply. Learn more at About.WhiteCap.com

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

For questions regarding this invoice please call 1-866-857-0295.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit <https://www.whitecap.com/terms/terms-conditions-of-sale-terms> to view complete terms and conditions.

RECEIVED BY: JUSTIN

SIGNATURE COPY ON FILE

TOTAL GROSS	427.50
TOTAL TAX	29.93
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	457.43



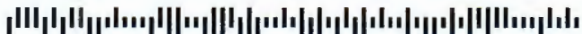
INVOICE

Invoice # S656875
Invoice Date 4/12/23
Account # 055599
Sales Rep MARCO LEMUS
Phone # 863-868-8279
Branch # 049 Lakeland, FL
Total Amount Due \$969.01

1830 Craig Park Court
St. Louis, MO 63146

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST. LOUIS, MO 63146

676 1 MB 0.531 E0217X I0327 D10694295207 S2 P9632653 0001:0001



CENSTATE CONTRACTORS, INC.
 PO BOX 552
 WINTER HAVEN FL 33882-0552

Shipped to:
 2288 EXECUTIVE ROAD
 for Haines City
 POC: Justin Short 863.287.6574
 WINTER HAVEN, FL

RECEIVED
 APR 26 2023

BY:

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
4/10/23	4/11/23	HANIES CITY				SALEMAN MARCO	S656875

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CORE & MAIN PO#- 1261896							
/46017325071	1730-12 CDR BOX W/ SOLID COVER	1	1		433.61000	EA	433.61
45BPWB03173012	CDR BOX 17X30X12 STRAIGHT WALL	2	2		236.00000	EA	472.00

Visit coreandmain.com
 for a current W-9 form



Online
ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight **Delivery** **Handling** **Restock** **Misc.**

Subtotal: 905.61
Other: 0.00
Tax: 63.40
Invoice Total: \$969.01

Terms: NET 30
 Ordered By: JUSTIN SHORT

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
 To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

FERGUSON®

WATERWORKS

#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948

Please contact with Questions: 863-401-2764

8679 1 AB 0.507 E0157 I0230 D10616159049 S2 P9609041 0002:0004



CENSTATE CONTRACTORS INC
HAINES CITY WTP #1 & #2
PO BOX 552
WINTER HAVEN FL 33882-0552

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2017764-1	\$396.33	64602	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286
MASTER ACCOUNT NUMBER: 141195

SHIP TO:

COUNTER PICK UP
#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1588	1588	FL2POL	52108	016	HAINES CITY WTP #1 & #2	03/31/23	IO 114664

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1		FFCD2022050IP7	18X2 IP DBL STRP SS EPOX SDL	289.070	EA	289.07
1		GCIBKG	2X1 GALV CI HEX BUSH	20.540	EA	20.54
1		FF17004NL	LF 1 MIP X FIP CORP	51.997	EA	52.00
1		GBGF	1X3/4 GALV MI HEX BUSH	8.790	EA	8.79
INVOICE SUB-TOTAL						370.40
				TAX	Polk	25.93

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

RECEIVED
APR 1 2023

BY: *[Signature]*
Sales

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$396.33
----------------------	------------------	-----------	----------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.
Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.

FERGUSON® WATERWORKS

#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948

Please contact with Questions: 863-401-2764

1853 1 AB 0.507 E0090X I0183 D10664064071 S2 P9625089 0001:0001



CENSTATE CONTRACTORS INC
HAINES CITY WTP #1 & #2
PO BOX 552
WINTER HAVEN FL 33882-0552

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2023494	\$743.65	64602	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-WINTER HAVEN, FL WW
REMIT TO ADDRESS:
PO BOX 100286
ATLANTA, GA 30384-0286
MASTER ACCOUNT NUMBER: 141195

SHIP TO:

CENSTATE CONTRACTORS INC
HAINES CITY WTP #1 & #2
2003 ANGLE AVENUE
HAINES CITY, FL 33844

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
1588	1588	FL2POL	JUSTIN	016	HAINES CITY WTP #1 & #2	04/06/23	114703


ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1	1	SP-J4183200X14IPES	30X2 IP TAPN SLV	695.000	EA	695.00
			INVOICE SUB-TOTAL			695.00
			TAX	Polk		48.65

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

RECEIVED
APR 17 2023
BY: *[Signature]*
52108

Looking for a more convenient way to pay your bill?

Log in to [Ferguson.com](https://www.ferguson.com) and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$743.65
-----------------------------	-------------------------	------------------	-----------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH. *Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.*



February 14, 2023

To: Censtate

Attn: Justin

Job: Haines City WTP 1 and 2

RE: changes to mixers

We are please to submit a change order for the following:

Total Change Order: \$14,700.50

ELECTRICAL SCOPE OF WORK:

1. Additional work required for changes to mixers control panels.
2. Mount/install transformers, enclosed circuit breaker, and control panels supplied by others.
3. Supply/install SS jboxes and provide taps.



Rose Fence Company



7310 Old Cheney Highway
Orlando, FL 32807

PHONE: (407) 382-5000 FAX: (407) 384-2299

CHANGE ORDER FORM:

Rose Job #: 22-322

Date: 1/26/2023

Justin

Change Order # 2

TO: Justin Short

Contact Name: Justin

Job Name: CenState Contractors, Inc.

Phone Number: 863-324-3882

Address: PO Drawer 552
Winter Haven FL 33882

Fax Number: _____

Email: _____

Date of Existing Contract: 12/20/2022

I/We hereby agree to make the following change(s) specified below:

Add 4 lineal feet of 8' high Black Vinyl Chain Link Fence with Privacy Slats Including 2 intermediate line posts, top rail, fabric, bottom tension wire, caps, ties, and concrete in order to avoid underground pipes.

*****NOTE: This Change Order becomes part of and in conformance with the existing contract.**

I / We AGREE to make the change(s) specified above at this price: \$ 592.86

Original Contract Amount: \$ 25,492.00

Total of Previous Change Orders: \$ 6,559.00

New Revised Contract Total: \$ 32,643.86

Date of Acceptance: X

(For Rose Fence Use Only)

Authorized Signature (Rose Fence Company):

X _____
Officer

Date: _____

Signature of Owner or Responsible Vending Party:

X _____
printed name

ACCEPTED: The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

E-MAILED



06-08-2023

Jessica Watwood
Project Management Assistant
CenState Contractors, Inc. / P.O. Box 552, Winter Haven, FL 33882-0552
Phone: (863) 324-3882 / Fax: (863) 324-3648
E-Mail: Jessica@censtate.com

Re: HAINES CITY WTP NO. 1 & NO. 2 IMPROVEMENTS PROJECT – ITB-21-04-0-2021/AP
CHANGE ORDER REQUEST #1

Dear Jessica,

As a follow-up to your request, the purpose of this change order request is for Odyssey to replace the "Pre #1" and "Post" sodium hypochlorite piping between the Sodium Hypochlorite Feed Pump Room and the southeast corner of the old Chlorine Area. This piping is leaking badly and Haines City desires to repurpose the old Chlorine Cylinder area and needs to remove the chemical lines inside of it. As such, Odyssey proposes perform the following work:

- 1) Tie together the spare output out of the "Pre #1" and "Pre #2" skids inside the Hypochlorite Feed Room such that this will provide effectively two spare pumps for each of the pre injection points.
- 2) Replace the ¾" Schedule 80 PVC piping from the output of the "Pre #1" pump skid by going out the Feed Pump Room to the south and burying the piping about 18" deep and heading east and tying into the existing ¾" piping at the southeast corner of the old Chlorine Cylinder Area.
- 3)
- 4) Replace the ½" Schedule 80 PVC piping from the output of the "Post" pump skid by going out the Feed Pump Room to the south and burying the piping about 18" deep and heading east and tying into the existing ½" piping at the southeast corner of the old Chlorine Cylinder Area.
- 5) Remove old piping including the pressure gage
- 6) Install new pressure gage at "Post" injection point.

Labor:
Service Technician 10 hrs@ \$120/hr \$ 1,200
Technician Helper 10 hrs@ \$60/hr \$ 600
PVC Piping/Materials \$ 900

CHANGE ORDER AMOUNT \$ 2,700.00

We ask for your confirmation of your assent to these modifications to HAINES CITY WTP NO. 1 & NO. 2 IMPROVEMENTS PROJECT -- ITB-21-04-0-2021/AP contract by signing and returning one copy of this letter by email. Your acknowledgement will confirm that the same terms and conditions of the original contract apply. Please return to Pavol Plecenik, Technologies Manager, at pallman@odysseymanufacturing.com.

Odyssey Manufacturing Co
(Company Name)

CenState Contractors, Inc
(Company Name)

(Signature)

(Signature)

Patrick H. Allman, General Manager
(Printed Name & Title)

(Printed Name & Title)

6-8-23
(Date)

(Date)

If you have any questions or comments concerning the above or any other outstanding issues, please do not hesitate to contact me anytime at the contact information listed below. Thanks again for your valued business and for choosing Odyssey Manufacturing Company as your system supplier.



Mill Certification

06/09/2023

MTR#:1401398-6
Lot #:990001948320
22 NUCOR DRIVE
AVON PARK, FL 33825-9506 US
863 546-5800
Fax:

Sold To: WHITE CAP CONSTRUCTION SUPPLY
PO BOX 4955
ORLANDO, FL 32802 US

Ship To: WHITE CAP CONST SUP LAKELAND
335 N INGRAHAM AVE
LAKELAND, FL 33801 US

Customer PO	6132919	Sales Order #	99010017 - 2.1
Product Group	Rebar	Product #	3057319
Grade	A615 Gr 60/AASHTO M31	Lot #	990001948320
Size	#5	Heat #	9900019483
BOL #	BOL-1450224	Load #	1401398
Description	Rebar #5/16mm A615 Gr 60/AASHTO M31 20' 0" [240"] 2001-6000 lbs	Customer Part #	43552060
Production Date	05/25/2023	Qty Shipped LBS	14042
Product Country Of Origin	United States	Qty Shipped EA	673
Original Item Description		Original Item Number	

I hereby certify that the material described herein has been manufactured in accordance with the specifications and standards listed above and that it satisfies those requirements.

Melt Country of Origin : United States

Melting Date: 05/25/2023

C (%)	Mn (%)	P (%)	S (%)	Si (%)	Ni (%)	Cr (%)	Mo (%)	Cu (%)	V (%)
0.25	1.16	0.014	0.026	0.212	0.08	0.10	0.02	0.27	0.015

CE (%) : 0.45

Tensile testing

	Yield (PSI)	Tensile (PSI)	Elongation in 8" (%)
(1)	73500	93300	11.7

Mechanical

	Bend Test
(1)	Pass

Comments:

Nucor Steel Florida Inc. is committed to safely supplying the highest quality steel products and services at the lowest possible cost. We are dedicated to the continuous review and improvement of our Quality Management System.

Nucor Steel Florida Inc. certifies that the material described herein has been manufactured and tested in accordance with these specifications listed above and satisfies those requirements.

- All manufacturing processes of the steel materials in this product, including melting, casting, and rolling, were performed in the USA.
- Mercury, Radium, Hexavalent Chrome or Alpha source materials in any form have not been used in the production and testing of this material.
- Weld repair was not performed on this material.
- AASHTO/NTPEP Facility Number: REBAR-2023-01-004

Tad Nowlin, Metallurgist

SECTION 00941

CHANGE ORDER

Change Order No. 05

Date of Issuance: 6/29/2023	Effective Date: 09/09/2021
Owner: City of Haines City	Owner's Contract No.: 21-04
Contractor: CenState Contractors, Inc.	Contractor's Project No.: 52108
Engineer: CPH	Engineer's Project No.: H9319
Project: Haines City WTP #1 & #2 Treatment System Improvements	Contract Name: WTP #1 & #2 Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

1. Additional material for site two (2) Flow meters
2. Gravel replacement around the perimeter of the canopy on site one (1)
3. Fence move back
4. Mixer Panel
5. Line Relocation site one (1)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 4,023,800.00</u>	Original Contract Times: <u>January 7, 2023</u> Substantial Completion: <u>November 12, 2022</u> Ready for Final Payment: <u>January 7, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : <u>\$ 345,019.74</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>March 3, 2023</u> Ready for Final Payment: <u>April 28, 2023</u> 111 days
Contract Price prior to this Change Order: <u>\$ 4,368,819.74</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 3, 2023</u> Ready for Final Payment: <u>April 28, 2023</u> 111 days
[Increase] [Decrease] of this Change Order: <u>\$ 35,083.07</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>August 2, 2023</u> Ready for Final Payment: <u>September 1, 2023</u> 126 days
Contract Price incorporating this Change Order: <u>\$ 4,403,902.81</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 2, 2023</u> Ready for Final Payment: <u>September 1, 2023</u> 237 days

RECOMMENDED:
By: Roberto M. Gonzalez, P.E. By:

ACCEPTED:
By: _____

City of Haines City
WTP No. 1 & WTP No. 2 Improvements
CPH Project No. H9319

Change Order



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners
Through: James R. Elensky, City Manager
From: Sharon Lauther, CMC, City Clerk
Date: September 7, 2023
Subject: Cemetery Deeds

Executive Summary

The intent of this consent agenda item is to seek approval of the Cemetery Deeds.
Staff Contact: Sharon Lauther, CMC, City Clerk

Introduction

The intent of this item is seek approval of the Cemetery Deeds

Background

Sec. 8-3 General administration, maintenance, and enforcement of cemetery.

(a) There are two (2) city cemeteries owned, managed, and operated by the City:

1. Forest Hill – located at 2646 East Grace Avenue, Haines City, FL. 33844
2. Oakland – (north parcel) located on 1250 Oakland Cemetery Road Haines City, FL. 38844.

(c) The control and management of the cemeteries within the City’s jurisdiction shall be under the direct supervision of the City Clerk or his or her designee.

Organizational Goal(s)

Quality of Life: Create an environment that enhances the quality of life and benefits the community culturally, recreationally and economically.

Budget Impact

There is no budget impact for fiscal year 2023.

Recommendation

At the pleasure of the Commission.

THIS INSTRUMENT PREPARED BY
Sharon Lauther, CMC
City Clerk
HAINES CITY
620 East Main Street
HAINES CITY, FLORIDA 33844
PLEASE RECORD & RETURN TO PREPARER

THIS INDENTURE, Made this 7th day of September, 2023, between the **CITY OF HAINES CITY**, a municipal corporation, created and existing under the constitution and laws of the State of Florida, being located in Polk County, Florida, party of the first part, and **Silvane Charles** , whose permanent address is **3601 Baker Dairy Rd Lot 158 Haines City, Fl 33844** of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of \$ to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Silvane Charles of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Forest Hill Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

CEM: ADD 1 Block: G Lot : 3 Space: 6

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

TO HAVE and TO HOLD the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

(a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.

(b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered
in the presence of:

CITY OF HAINES CITY
620 East Main Street
Haines City, Florida 33844
Telephone (863)-421-3600

Witness

Print

Witness

Print

By: _____
H. L. Roy Tyler, Mayor-Commissioner

Attest
By: _____
Sharon Lauther, CMC, City Clerk

STATE OF FLORIDA

COUNTY OF POLK

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____ by _____ who is personally known to me: _____ or has produced _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

THIS INSTRUMENT PREPARED BY
Sharon Lauther, CMC
City Clerk
HAINES CITY
620 East Main Street
HAINES CITY, FLORIDA 33844
PLEASE RECORD & RETURN TO PREPARER

THIS INDENTURE, Made this 7th day of September, 2023, between the **CITY OF HAINES CITY**, a municipal corporation, created and existing under the constitution and laws of the State of Florida, being located in Polk County, Florida, party of the first part, and **Barbara Marsh**, whose permanent address is **PO Box 432 Haines City, FL 33845** of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of **\$600.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Barbara Marsh of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

CEM: OAKLAND Block: G Lot : 9 Space: 8

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

TO HAVE and TO HOLD the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

(a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.

(b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered
in the presence of:

CITY OF HAINES CITY
620 East Main Street
Haines City, Florida 33844
Telephone (863)-421-3600

By: _____

H. L. Roy Tyler, Mayor-Commissioner

Attest

By: _____

Sharon Lauther, CMC, City Clerk

**STATE OF FLORIDA
COUNTY OF POLK**

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____ by _____ who is personally known to me: _____ or has produced _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

THIS INSTRUMENT PREPARED BY
Sharon Lauther, CMC
City Clerk
HAINES CITY
620 East Main Street
HAINES CITY, FLORIDA 33844
PLEASE RECORD & RETURN TO PREPARER

THIS INDENTURE, Made this 7th day of September, 2023, between the **CITY OF HAINES CITY**, a municipal corporation, created and existing under the constitution and laws of the State of Florida, being located in Polk County, Florida, party of the first part, and **Monica O'Ferrall** , whose permanent address is **457 Pentas Lane Haines City, FL 33844** of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of **\$1800.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Monica O'Ferrall of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

**CEM: OAKLAND Block: E Lot : 32 Space: 1 CEM: OAKLAND Block: E Lot : 32 Space: 3
CEM: OAKLAND Block: E Lot : 32 Space: 5**

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

TO HAVE and TO HOLD the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

(a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.

(b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered
in the presence of:

Witness

Print

Witness

Print

CITY OF HAINES CITY

620 East Main Street
Haines City, Florida 33844
Telephone (863)-421-3600

By: _____
H. L. Roy Tyler, Mayor-Commissioner

Attest
By: _____
Sharon Lauther, CMC, City Clerk

STATE OF FLORIDA

COUNTY OF POLK

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____ by _____ who is personally known to me: _____ or has produced _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

THIS INSTRUMENT PREPARED BY
Sharon Lauther, CMC
City Clerk
HAINES CITY
620 East Main Street
HAINES CITY, FLORIDA 33844
PLEASE RECORD & RETURN TO PREPARER

THIS INDENTURE, Made this 7th day of September, 2023, between the **CITY OF HAINES CITY**, a municipal corporation, created and existing under the constitution and laws of the State of Florida, being located in Polk County, Florida, party of the first part, and **Kenneth Ogorzaly** , whose permanent address is **801 Pinewood Court Haines City, FL 33844** of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of **\$600.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Kenneth Ogorzaly of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Forest Hill Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

CEM: ADD 1 Block: G Lot : 4 Space: 7

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

TO HAVE and TO HOLD the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

- (a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.
- (b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered
in the presence of:

CITY OF HAINES CITY
620 East Main Street
Haines City, Florida 33844
Telephone (863)-421-3600

Witness

Print

Witness

Print

By: _____
H. L. Roy Tyler, Mayor-Commissioner

Attest

By: _____
Sharon Lauther, CMC, City Clerk

STATE OF FLORIDA

COUNTY OF POLK

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____ by _____ who is personally known to me: _____ or has produced _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

THIS INSTRUMENT PREPARED BY
Sharon Lauther, CMC
City Clerk
HAINES CITY
620 East Main Street
HAINES CITY, FLORIDA 33844
PLEASE RECORD & RETURN TO PREPARER

THIS INDENTURE, Made this 7th day of September, 2023, between the **CITY OF HAINES CITY**, a municipal corporation, created and existing under the constitution and laws of the State of Florida, being located in Polk County, Florida, party of the first part, and **Carmen Suarez** , whose permanent address is , of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of **\$400.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Carmen Suarez of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Forest Hill Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

CEM: ORIGNL Block: COL2 Lot : WEST Space: A10

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

TO HAVE and TO HOLD the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

(a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.

(b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered
in the presence of:

CITY OF HAINES CITY
620 East Main Street
Haines City, Florida 33844
Telephone (863)-421-3600

Witness

Print

Witness

Print

By: _____
H. L. Roy Tyler, Mayor-Commissioner

Attest
By: _____
Sharon Lauther, CMC, City Clerk

STATE OF FLORIDA

COUNTY OF POLK

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____ by _____ who is personally known to me: _____ or has produced _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

THIS INSTRUMENT PREPARED BY
Sharon Lauther, CMC
City Clerk
HAINES CITY
620 East Main Street
HAINES CITY, FLORIDA 33844
PLEASE RECORD & RETURN TO PREPARER

THIS INDENTURE, Made this , between the **CITY OF HAINES CITY**, a municipal corporation, created and existing under the constitution and laws of the State of Florida, being located in Polk County, Florida, party of the first part, and **Tammy Webb** , whose permanent address is **1402 Olympic Club Blvd Champions Gate , FL 33896** of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of **\$120.00** to it in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Tammy Webb of the second part, his or her or its heirs and assigns forever, all that certain parcel of land lying and being in the **Oakland Cemetery** in the County of Polk and State of Florida, more particularly described as follows:

CEM: OAKLAND Block: A Lot : 38 Space: 2B

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or anywise appertaining.

TO HAVE and TO HOLD the same in fee simple forever.

The said grant and all of the right, title, estate, interest and claim arising under and by virtue of this deed is subject to Ordinance No. 20-1676 of the City of Haines City, dated February 6, 2020 and subsequent amendments thereto regulating burials within the corporate limits and establishing rules and regulations for the operation of the City's Cemeteries; the conduct of persons therein; the construction of vaults and memorials therein; and providing for a penalty for violation thereof.

Particular attention is called to the following provisions of Chapter 8 Cemeteries of said Ordinance concerning lot sales, to wit:

(a) The sale of burial rights within cemeteries owned and/or operated by the City shall be the function of the Cemetery Administrator. The Cemetery Administrator may refuse to sell any such burial space to any person if such sale would be detrimental to the cemeteries or its permanent records and if such sale would violate any state law prohibiting speculation in and/or on cemetery property.

(b) Transfer of ownership by deed. No owner of a cemetery spaces(s) shall transfer the space or any rights therein to a person other than the City without first allowing the Cemetery Administrator or designee to review the instrument for such transfer and provide reliable evidence of the owner's right to make such transfer.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its Mayor-Commissioner, its corporate seal to be affixed, attested by its City Clerk the day and year first herein above written.

Signed, Sealed and Delivered
in the presence of:

Witness

Print

Witness

Print

CITY OF HAINES CITY
620 East Main Street
Haines City, Florida 33844
Telephone (863)-421-3600

By: _____
H. L. Roy Tyler, Mayor-Commissioner

Attest
By: _____
Sharon Lauther, CMC, City Clerk

STATE OF FLORIDA

COUNTY OF POLK

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____ by _____ who is personally known to me: _____ or has produced _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)



CITY COMMISSION MEETING HAINES CITY, FLORIDA

MINUTES

August 17, 2023, 7:00 p.m.

City Hall Commission Chambers

620 E. Main Street, Haines City, FL 33844

Phone: 863-421-9921 Web: hainescity.com

Present: Mayor H.L. Roy Tyler
Vice-Mayor Omar Arroyo
Commissioner Anne Huffman
Commissioner Morris West

Absent: Commissioner Vernel Smith

1. CALL TO ORDER

The Mayor called the City Commission Meeting to order at 7:04 PM on in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

2. INVOCATION

Deputy City Manager, Richard Sloan provided the invocation.

3. PLEDGE OF ALLEGIANCE

The Mayor led the pledge of allegiance.

4. PRESENTATIONS AND PROCLAMATIONS

4.a Check Presentation by Congressman Soto for Federal Funds Received for the Emergency Operations Center for the City of Haines City.

Finance Director Omar DeJesus accepted a check presented to the City from Congressman Soto

4.b Recognition of Service

City Clerk Lauther read the many accolades to honor Faye McClain for all of her hard work and dedication in the education industry. Mayor Tyler presented her with a certificate of excellence on behalf of the City.

5. CONSENT AGENDA

Sharon Garrett off Carl Boozer Road made comments regarding the railroad and traffic.

Moved by Morris West

Seconded by Omar Arroyo

Approve consent as a whole.

Carried

5.a Minutes to be Accepted

5.b Cemetery Deeds

5.c City Attorney Invoice for the Billing Period Ending July 31, 2023

Approve payment to the City Attorney for legal services and disbursements for the billing period ending July 31, 2023 in the amount of \$19,712.60.

6. NEW BUSINESS

- 6.a Resolution No. 23-1754 - Authorize the Execution of Utility Easement from the City of Haines City to the City of Lake Alfred.

Public Service Director James Keene presented this item.

Lake Alfred is requesting the City, the Hammock Reserve Community Development District, Hammock Reserve Partners, LLC, and D. R. Horton grant the proposed Utility Easement to memorialize the existence of utility lines which are (i) within the City's Utility Service Area, (ii) within the jurisdiction of the Hammock Reserve Community Development District, and (iii) across real property owned by Hammock Reserve Partners, LLC. The Utility Easement and exhibits depicting the easement area are included with this Agenda Item.

Staff recommends the City Commission approve the City's execution of the Utility Easement from the City of Haines City to the City of Lake Alfred.

There were no comments from the dais.

Mayor Tyler opened the public hearing.

Sharon Garrett off of Carl Boozer road inquired about exactly where the easement runs.

Mayor Tyler closed the public hearing and asked for an introduction of the Resolution.

Commissioner West introduced the Resolution.

City Attorney Reilly read the title of the Resolution into record.

Moved by Omar Arroyo

Seconded by Morris West

Staff recommends the City Commission approve the City's execution of the Utility Easement from the City of Haines City to the City of Lake Alfred.

Carried

- 6.b Resolution No. 23-1755 Traffic Signal Maintenance and Compensation Agreement Resolution for Amendments No. 7 and No. 8

Public Service Director James Keene presented this item.

The intent of this item is to seek City Commission approval of the Resolution authorizing execution of Amendments No. 7 and No. 8 to the Traffic Signal Maintenance and Compensation Agreement between the Florida Department of Transportation “Department” and the City of Haines City “Maintaining Agency”.

The City of Haines City shall be responsible for the maintenance and continuous operation of traffic signals on the State Highway System.

There were no comments from the dais.

Mayor Tyler opened the public hearing.

There were no members of the public that came forward to speak to the Mayor and City Commission.

Mayor Tyler closed the public hearing and asked for an introduction of the Resolution.

Commissioner West introduced the Resolution.

City Attorney Reilly read the title of the Resolution into record.

Moved by Morris West

Seconded by Omar Arroyo

Staff recommends approval of the Resolution authorizing execution of Amendments No. 7 and No. 8 to the Traffic Signal Maintenance and Compensation Agreement between the Florida Department of Transportation and the City of Haines City.

Carried

6.c Approval of a Proposal for Commerce Avenue Storm Water Improvements

Public Service Director James Keene presented this item.

To alleviate flooding and continual roadway repairs along Commerce Avenue, GAI Consultants will provide design and construction plans for the Commerce Avenue Storm Water Improvements project. GAI Consultants is an approved continuing services vendor for the City of Haines City in the field necessary for this design project.

Staff recommends the approval of this proposal to proceed with the necessary improvements for the Commerce Avenue Storm Water project to alleviate flooding and continual roadway repairs along Commerce Avenue.

There were no comments from the dais.

Mayor Tyler opened the public hearing.

There were no members of the public that came forward to speak to the Mayor and City Commission.

Moved by Anne Huffman

Seconded by Omar Arroyo

Staff recommends the approval of this proposal to proceed with the necessary improvements for the Commerce Avenue Storm Water project to alleviate flooding and continual roadway repairs along Commerce Avenue.

Carried

6.d Physical Security Expansion

Brian Ross, Technology Management Director presented this item.

The city is continually evaluating its physical security and making changes as appropriate for the safety of our citizens and staff. This request is to upgrade the physical security at select City facilities. The requested work is quoted using the Sourcewell contract #030421-CTL. Due to FS 119,071 (3)(a), the actual quotes are exempt from public record and available upon request for Commissioner review.

Staff recommends approval of the physical security expansion at select City facilities.

There were no comments from the dais.

Mayor Tyler opened the public hearing.

Sharon Garrett off of Carl Boozer Road stated that she felt that additional security for electromagnetic security.

Moved by Omar Arroyo

Seconded by Morris West

Staff recommends approval of the physical security expansion at select City facilities.

Carried

7. PUBLIC COMMENTS - REGARDING ITEMS NOT ON THE AGENDA (3 MINUTES)

Sharon Garrett off of Carl Boozer Road states that a light heading East under the overpass needs to be repaired. There is also a light past 17 after passing Hinson and a light is not working in that area as well. On Dees Road past 30th Street, the top of a pole needs work.

8. CITY MANAGER'S REPORT

City Manager Elensky stated that during the school year for 2024/2025, the Polk County Sheriff's office will take on all security details at the schools. The City will get six (6) officers back in the department however the concern is for the rapport that his built with the kids. City Manager Elensky also stated that policing for the school traffic zone will need to be evaluated. The Superintendent stated that this will build consistent training for all of the law enforcement personnel.

Chief Goreck stated that he has had communication with the Sheriff's office to keep communication with the kids in our community. Commissioner West also stated that we will be absorbing additional costs in the budget.

9. CITY CLERK'S REPORT

None.

10. CITY ATTORNEY'S REPORT

None.

11. COMMISSION COMMENTS

Commissioner West attended the Florida League of Cities Conference and gave an update on Form 6 which needs to be filed after January 2022. Former law enforcement could be exempt from the process. City Manager Elensky and City Clerk Lauther advised that Form 6 is to be filed electronically and confirmation of filing will be held in the Clerk's office.

Commissioner Huffman thanked everyone for all of their prayers and to please continue. Commissioner Huffman also voiced concern about the air conditioning that has been out at the schools in the classrooms and the gyms. Commissioner Huffman inquired

about the additional ten-dollar fee that has been added to play sports except for football.

Vice-Mayor Arroyo stated that he enjoyed the annual conference, and it was very informative. The exhibit hall was very nice to see to get new ideas to bring back to the city.

Mayor Tyler wants to have a Special Meeting as early as next week regarding attendance at Commission meetings. City Clerk Lauther will reach out to Commissioner Smith as to his availability. Mayor Tyler thanked all of the staff and all of the work that they do. Mayor Tyler also thanked Faye McClain and the guest for coming and staying at the meeting.

12. ADJOURNMENT

Without any further business, the meeting was adjourned at 8:03 PM.

H.L. Roy Tyler, Mayor

Sharon Lauther, CMC, City Clerk



CITY COMMISSION MEETING HAINES CITY, FLORIDA

MINUTES

August 24, 2023, 7:30 p.m.

City Hall Commission Chambers

620 E. Main Street, Haines City, FL 33844

Phone: 863-421-9921 Web: hainescity.com

Absent:

Mayor H.L. Roy Tyler

Vice-Mayor Omar Arroyo

Commissioner Morris West

Commissioner Anne Huffman

Commissioner Vernel Smith

1. CALL TO ORDER

The Mayor called the City Commission Meeting to order at 7:30 PM on August 24, 2023, in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

2. INVOCATION

The Mayor provided the invocation.

3. PLEDGE OF ALLEGIANCE

The Mayor led the pledge of allegiance.

4. NEW BUSINESS

4.a Discussion of Attendance for Elected Officials.

Mayor Tyler stated that he had been approached by citizens inquiring about what constitutes attendance at a meeting. Pursuant to the Charter, an elected official could miss four (4) consecutive meetings due to unforeseen circumstances. Mayor Tyler stated that there is a lot of information on the agenda that it is necessary to be present and able to vote on the necessary items. Mayor Tyler expressed empathy for the extreme circumstances however it is necessary for a full board to be physically present. Commissioner West inquired about how many meetings had been missed so far. City Clerk Lauther stated that four (4) meetings had not been missed as of this meeting. Discussion took place to put a policy in place that gives clear direction since the Charter does not directly state what should be done once four meetings have been missed. Commissioner West stated he is in favor of a clear policy. Mayor Tyler stated that it needs to be clear as to what being present at a meeting constitutes. Attorney Reilly states that the Charter does not clearly identify being physically present and the City does not have a policy in place. Attorney Reilly advises that a policy needs to be put in place. Vice-Mayor Arroyo stated a policy needs to be put in place. Commissioner Huffman stated that she was disappointed that this meeting would be called since she had not missed four (4) consecutive meetings. Commissioner Huffman states that she has no intention of giving up her seat. Commissioner Huffman states that she has participated in multiple meetings, and she has voted. Commissioner Huffman states that a decision should be made by the people and put on the ballot. Mayor Tyler states that he has not made a decision on her successor. Commissioner Huffman states that she is getting stronger every day and will not give up her seat without a fight. Commissioner Smith states that he also agrees that a clear definition needs

to be given and the Charter is not clear. Vice-Mayor Arroyo inquired about having video capabilities. City Manager Elensky stated that additional IT work would begin in the new budget year to accommodate video capabilities. Commissioner Huffman asked Attorney Reilly to find out when the change was made to allow for the four (4) consecutive dates to be put in the charter. Attorney Reilly that section 4.06, section (d) was last modified in 2014. This section relates to vacancies.

Vice Mayor Arroyo is in favor of video/call-in capability. Commissioner Smith states that you should be physically present in order to vote. Commissioner West states that the way the charter is currently written speaks to physical presence. Commissioner West also states that if a quorum is present, the call-in individual should not be able to cast a vote unless a tiebreaker is needed. A policy does need to be in place however it is premature at this point since the Commissioner has not missed the four (4) meetings. Commissioner Huffman stated that she was attending meetings while she was waiting for her heart transplant and was in attendance when she actually received the call. Commissioner Smith stated that if the Commission is able to see via video the Commissioner is in attendance however voting should only be for the officials that are physically present at the dais.

Attorney Reilly gave two options for how the policy should be created, communicated, and implemented by the Commission. Commissioner West stated that the policy should be written and reviewed by the Commission. It was the consensus of the Commission to go with Option B which allows for more flexibility. Attorney Reilly will draft a resolution to be reviewed at a workshop and then voted on by the Commission.

5. PUBLIC COMMENTS- Three (3) limit time limit

Dr. Earle E. Lee- 41 N. 20th Street, Haines City- Dr. Lee states that video calls and being able to see the Commissioner are necessary so that we do not violate the sunshine law.

Glen Lawhorn- P.O. Box 1, Haines City- Mr. Lawhorn states that he wants to see the Commissioner. Mr. Lawhorn asked what the charter states now. Mr. Lawhorn stated that the community has asked for her resignation in the past and nothing has been done.

Thomas Gill- 108 Brimm Street, Haines City. Mr. Gill states that he has not seen Commissioner Huffman at a meeting. Mr. Gill states voting should be given when you are physically present. Mr. Gill states that he wishes her well but enough is enough.

Sharon Garrett- off of Carl Boozer Rd- Ms. Garrett states that there are extenuating circumstances however Commissioner Huffman needs to be present. Ms. Garrett feels that an extenuating circumstance needs to be clearly defined.

Sameka Atkins- 1207 Dr. MLK Way- Ms. Atkins is asking for other options for the citizens to

Tommy Addison 9905 West Lake Miriam Road-Mr. Addison stated that a clear definition needs to be given to have minimum standards of attendance for the Commission to follow.

6. ADJOURNMENT

Without any further business, the meeting was adjourned at 9:32 PM

H.L. Roy Tyler, Mayor

Sharon Lauther, CMC, City Clerk



HAINES CITY

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CITY COMMISSION

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Richard Greenwood, Director of Development Services

Date: September 7, 2023

Subject: Ordinance No. 23-2055 - New Day Mercies Bible Institute Land Use Map Amendment

Executive Summary

Adopt a Land Use Amendment for 3.15+/- acres that were annexed into the City in 2023, from County Residential Low One Extra (RL-2X) to City Low Density Residential in the North Ridge (LDR-NR).

Staff Contact: Richard Greenwood, Development Services Director

Introduction

The intent of this agenda item is to request a zoning classification from County Residential Low One Extra (RL-2X) to City Low Density Residential in the North Ridge (LDR-NR).

Background

Upon voluntary petition for annexation by the property owners, the City of Haines City annexed 3.15+/- acres which are located north of Bates Road, south of Patterson Road, and west of 10th Street N and east of U.S Highway 27. This annexation was completed August 3rd, 2023 by Ordinance 23-2050.

The subject property has one parcel: 27-27-17-741000-010175 associated with it for total acres of 3.15+/- acres.

The proposed use is a Bible Institute offering courses for students who have recently graduated high school.

On August 14, 2023, the Planning Commission heard this matter and voted unanimously to recommend approval for Ordinance No. 23-2055.

Organizational Goal(s)

Economic: Foster an environment that attracts economic opportunity and sustains economic viability.

Budget Impact

There is no budget impact for 2022-2023 Fiscal Year.

Recommendation

Staff recommends approval of Ordinance No. 23-2055 for New Day Mercies Bible Institute

ORDINANCE NO. 23-2055

AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF HAINES CITY, FLORIDA, BY A SMALL SCALE LAND USE AMENDMENT TO THE LAND USE MAP BY RECLASSIFYING LANDS FROM COUNTY RL-2X TO CITY LOW DENSITY RESIDENTIAL IN THE NORTH RIDGE (LDR-NR); LOCATED EAST OF U.S HWY 27, SOUTH OF PATTERSON ROAD, NORTH OF BATES ROAD, AND WEST OF 10TH STREET NORTH, HAINES CITY FLORIDA; THE PROPOSED SMALL SCALE LAND USE MAP AMENDMENT IS TO RE-DEFINE THE LAND USE OF THE PROPERTIES DESCRIBED THEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR A SMALL SCALE LAND USE AMENDMENT; PROVIDING FOR A COPY TO BE KEPT OF FILE; REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, empowers the City Commission to prepare and enforce Land Development Regulations for the implementation of the adopted Haines City Comprehensive Plan; and

WHEREAS, the City Commission adopted Ordinance No 13-1457 Land Development Regulations, to implement the adopted Haines City Comprehensive Plan; and

WHEREAS, the adopted Haines City Comprehensive Plan includes a future land use map; and

WHEREAS, the Haines City Planning Commission, at an advertised public hearing on August 14, 2023, as required by Chapter 21 of the land development regulations,

has reviewed, heard public input and recommended that the City Commission amend the Land Use Map Classification of the subject property from County Residential Low 2X (RL-2X) to City Low Density Residential in the North Ridge (LDR-NR) and

WHEREAS, the property consists of one parcel totaling 3.15± acres, and is located east of U.S HWY 27, south of Patterson road, north of Bates road, and west of 10th Street North, Haines City Florida; and

WHEREAS, the property consists of the following parcel; Legal Description:

PARCEL ID: 27-27-17-741000-010175

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 17 IN NE1/4 DESC AS N 65 FT LESS N 15 FT & LESS W 15 FT FOR RD R/W & N 381 FT OF TRACT 18 LESS N 15 FT FOR RD R/W BEING LOTS 10 THRU 12

CONTAINING 3.15 +/- ACRES, MORE OR LESS.

WHEREAS, in the exercise of its authority, the City Commission of the City of Haines City, Florida has determined it necessary and desirable to amend the future land use map contained in the Haines City Comprehensive Plan and this change is consistent with the public interest within Haines City, Florida.

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

Section 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Approving Land Use Designation to City Low Density Residential in the North Ridge (LDR-NR). The City Commission of Haines City (the "City Commission") hereby approves the Future Land Use Map Amendment to City Low Density Residential – North Ridge (LDR-NR) for the property described as follows:

PARCEL ID: 27-27-17-741000-010175

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 17 IN NE1/4 DESC AS N 65 FT LESS N 15 FT & LESS W 15 FT FOR RD R/W & N 381 FT OF TRACT 18 LESS N 15 FT FOR RD R/W BEING LOTS 10 THRU 12

CONTAINING 3.15 +/- ACRES, MORE OR LESS.

Section 3. Copy of Ordinance to be kept on file. The City Clerk shall keep and retain a copy of this Ordinance on file.

Section 4. Severability. The provisions of this Ordinance are severable; and, if any section, sentence, clause, or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Commission's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 5. Repeal of Ordinance in Conflict. All other ordinances of the City of Haines City, Florida, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall take effect immediately upon it being read in two meetings of the City Commission of the City of Haines City, its approval and adoption by said Commission.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Haines City, this 7th day of September, 2023.

ATTEST:

APPROVED:

Sharon Lauther, CMC
City Clerk

H.L. "Roy" Tyler, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

PASSED AND ENACTED on second reading in regular session of the City Commission of the City of Haines City, this 21st day of September, 2023.

ATTEST:

APPROVED:

Sharon Lauther
City Clerk

H.L. "Roy" Tyler, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney



HAINES CITY

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CITY COMMISSION

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Richard Greenwood, Director of Development Services

Date: September 7, 2023

Subject: Ordinance No. 23-2056 - New Day Mercies Bible Institute Zoning Map Amendment

Executive Summary

Adopt a Zoning Map Amendment for 3.15+/- acres that were annexed into the City in 2023, from County Residential Low One Extra (RL-2X) to City Low Density Residential in the North Ridge (R-1-A-NR).

Staff Contact: Richard Greenwood, Development Services Director

Introduction

The intent of this agenda item is to request a zoning classification from County Residential Low One Extra (RL-2X) to City Low Density Residential in the North Ridge (R-1-A-NR).

Background

Upon voluntary petition for annexation by the property owners, the City of Haines City annexed 3.15+/- acres which are located north of Bates Road, south of Patterson Road, and west of 10th Street N and east of U.S Highway 27. This annexation was completed August 3rd, 2023 by Ordinance 23-2050.

The subject property has one parcel: 27-27-17-741000-010175 associated with it for total acres of 3.15+/- acres.

The proposed use is a Bible Institute offering courses for students who have recently graduated high school.

On August 14, 2023, the Planning Commission heard this matter and voted unanimously to recommend approval for Ordinance No. 23-2056.

Organizational Goal(s)

Economic: Foster an environment that attracts economic opportunity and sustains economic viability.

Budget Impact

There is no budget impact for 2022-2023 Fiscal Year.

Recommendation

Staff recommends approval of Ordinance No. 23-2056 for New Day Mercies Bible Institute.

ORDINANCE NO. 23-2056

AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA; AMENDING ORDINANCE NO. 03-1060, BY AMENDING THE ZONING MAP OF THE CITY FROM COUNTY RL-2X TO CITY LOW DENSITY RESIDENTIAL IN THE NORTH RIDGE (R-1-A-NR); THE PROPERTY PARCEL IS LOCATED EAST OF U.S HWY 27, SOUTH OF PATTERSON ROAD, NORTH OF BATES ROAD, AND WEST OF 10TH STREET NORTH, HAINES CITY FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR ZONING DESIGNATION AND CONDITIONS; PROVIDING FOR A COPY TO BE KEPT ON FILE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, empowers the City Commission to prepare and enforce Land Development Regulations for the implementation of the adopted Haines City Comprehensive Plan; and

WHEREAS, the City Commission adopted Ordinance No 13-1457 Land Development Regulations, to implement the adopted Haines City Comprehensive Plan; and

WHEREAS, the adopted Haines City Land Development Regulations contain Chapter 5 Zoning and Chapter 6 Special Provisions includes a zoning map; and

WHEREAS, the Haines City Planning Commission, at an advertised public hearing on August 14, 2023, as required by Chapter 21 of the land development regulations, has reviewed, heard public input and recommended that the City Commission amend the Zoning Map Classification of the subject property from County Residential Low 2X (RL-2X) to City Low Density Residential in the North Ridge (R-1-A-NR) and

WHEREAS, the property consists of one parcel totaling 3.15± acres, and is located east of U.S

HWY 27, south of Patterson road, north of Bates road, and west of 10th Street North, Haines City Florida;
and

WHEREAS, the property consists of the following parcel; Legal Description:

PARCEL ID: 27-27-17-741000-010175

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 17 IN NE1/4 DESC AS N 65 FT LESS N 15 FT & LESS W 15 FT FOR RD R/W & N 381 FT OF TRACT 18 LESS N 15 FT FOR RD R/W BEING LOTS 10 THRU 12

CONTAINING 3.15 +/- ACRES, MORE OR LESS.

WHEREAS, in the exercise of its authority, the City Commission of the City of Haines City, Florida has determined it necessary and desirable to amend the zoning map contained in Chapter 5 and Chapter 6, of the Land Development Regulations, adopted originally by Ordinance 796 and subsequently amended by Ordinance 13-1457 consistent with the public interest within Haines City, Florida.

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

Section 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Approving Zoning Map Designation to City Low Density Residential in the North Ridge (R-1-A-NR). The City Commission of Haines City (the "City Commission") hereby approves the Zoning Map Amendment to City Low Density Residential in the North Ridge (R-1-A-NR) for the property described as follows:

PARCEL ID: 27-27-17-741000-010175

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 17 IN NE1/4 DESC AS N 65 FT LESS N 15 FT & LESS W 15 FT FOR RD R/W & N 381 FT OF TRACT 18 LESS N 15 FT FOR RD R/W BEING LOTS 10 THRU 12

CONTAINING 3.15 +/- ACRES, MORE OR LESS.

Section 3. Copy of Ordinance to be kept on file. The City Clerk shall keep and retain a copy of this Ordinance on file.

Section 4. Severability. The provisions of this Ordinance are severable; and, if any section, sentence, clause, or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Commission's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 5. Repeal of Ordinance in Conflict. All other ordinances of the City of Haines City, Florida, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall take effect immediately upon it being read in two meetings of the City Commission of the City of Haines City, its approval and adoption by said Commission.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Haines City, this 7th day of September, 2023.

ATTEST:

APPROVED:

Sharon Lauther, CMC
City Clerk

H.L. "Roy" Tyler, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

PASSED AND ENACTED on second reading in regular session of the City Commission of the City of Haines City, this 21st day of September, 2023.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk

H.L. "Roy" Tyler, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney



HAINES CITY

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Richard Greenwood, Director of Development Services

Date: September 7, 2023

Subject: Ordinance No. 23-2054 – White Clay Phases 1 & 2 RPUD Zoning Amendment – First Reading

Executive Summary

Approve Ordinance No. 23-2054, for a Residential Planned Unit Development (RPUD) Zoning Amendment for the White Clay Phases 1 and 2 subdivision, which consists of 238.39+/- acres.

Introduction

The intent of this item is to request a change in the Zoning designation of the White Clay Phases 1 and 2 subdivision from County Agriculture/Rural Residential (A/RR) to City Residential Planned Unit Development (RPUD).

Background

Applications for the zoning amendment for the White Clay subdivision, Phases 1 and 2 project, were submitted by the property owner(s), Atlantic Blue, on or about May 31, 2022 and September 23, 2022, for 238.39+/- acres. The subject parcels are located south of White Clay Pit Road, north and south of Hughes Road, and east of Detour Road, Haines City, FL. Land use for the parcels were adopted by Ordinance 22-2000.

The subject project is comprised of ten (10) parcels, 272810-000000-021000; 272810-000000-012050; 272810-000000-012040; 272810-000000-012030; 272810-000000-012020; 272811-000000-043010; 272811-000000-044020; 272810-000000-022050; 272810-000000-022030; 272810-000000-022020, for a total of 238.39 +/- acres.

Relevant Project Data & Proposed Standards

- Project Entrances - There will be entrances on White Clay Pit Road, Hughes Road, Kokomo Road and off of the Powerline Road extension that will be constructed.
- Total Number of Lots for Phases 1 & 2 - Maximum of 767. (Phase 1 = 364, Phase 2 = 403)
- Roadways – 22-foot internal roads built to City standards, with 24-foot roads built to City standards for White Clay Pit Road, Hughes Road and Kokomo Road.
- Water and Sewer utilities to be provided by the City of Haines City.
- Utilities - Cable TV, telephone, gas, and electric to be located underground and within a 15 foot utility easement on both sides of the street.
- Sidewalks - 5' sidewalks installed on each side of the 24 foot wide streets.
- Landscaping - Landscaping will be met or exceeded.
- Setbacks:
 - Front- 15 feet
 - Garage - 20 feet
 - Rear - 10 feet
 - Side - 6 feet
 - Front Side - 15 feet
 - Accessory - 5 feet
- Minimum Lot Width – 42 feet and 52 feet – 40% - 42' and 60% - 52'
- Minimum Lot Depth - 110 feet
- Minimum Garage Size - 400 SF
- Minimum Home Size – 1,400 SF with a maximum of 10% being allowed at 1,250 SF

Development Summary

- Project Size – 238.39± acres
- Estimated Taxable Value - \$76,700,000 (assuming 767 total units @ \$100,000)
- Estimated City Tax Receipts - \$582,115 (based on Estimated Taxable Value x 0.0075895 net taxable value per unit)

The subject property is currently vacant. This project is part of a Community Development District and was submitted prior to current RPUD standards.

Further, as part of the off-site improvements required will be the improvement of White Clay Pit Road, Hughes Road and Kokomo Road to City standards. A portion of the Powerline Road extension will be constructed for access, as it is part of the City's Transportation Selected Area Plan and will be built to City standards.

On August 14, 2023, the Planning Commission heard this matter and voted to deny a recommendation of approval for Ordinance No. 23-2054, by a 2-3 vote. City staff inquired of those members with a dissenting vote as to what their reason for denial was and they refused to provide a response.

Organizational Goal(s)

Economic: Foster an environment that attracts economic opportunity and sustains economic viability.

Budget Impact

There is no budget impact for the 2022-2023 Fiscal Year.

Recommendation

Staff recommends approval of Ordinance No. 23-2054, by the City Commission for the White Clay subdivision, Phases 1 and 2 with the following conditions:

1. No parking shall be permitted on roadways and shall be stated in the Homeowners' Association documents and any other association documents of the development.
2. Street trees shall not be removed and shall be stated in the Homeowners' Association documents and any other association documents of the development.
3. Traffic Study must be approved by the City's traffic consultant prior to the Preliminary Plat.
4. 22-foot internal roads built to City standards, with 24-foot roads built to City standards for White Clay Pit Road, Hughes Road and Kokomo Road. The Powerline Road extension will also be built to City standards.
5. This project will abut or be adjacent to 80 acres that were purchased by the City of Haines City for the construction of a wastewater treatment plant, RIBS fields, and other industrial uses. The Developer shall disclose this information in the Sales Contract for potential property owners and shall be in "red", bold print.
6. No single-family residential building plans shall be issued until such time that Lift Station #22 and the additional force main has been constructed and in operation.
7. If the developer fails to commence construction within two (2) years of the effective date of the adoption of the RPUD zoning, this shall be ground for the City to initiate rezoning of the subject property. In such event, the Planning Commission may recommend to the City Commission that (i) the subject property be returned to its previous zoning classification, (ii) that the RPUD be modified, or (iii) that the RPUD be retained in its current form.

ORDINANCE NO. 23-2054

AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA, AMENDING ORDINANCE NO. 03-1060, BY AMENDING THE ZONING MAP OF THE CITY FOR THE WHITE CLAY DEVELOPMENT PHASES 1 AND 2 FROM POLK COUNTY AGRICULTURE/RESIDENTIAL RURAL (A/RR) TO CITY RESIDENTIAL PLANNED UNIT DEVELOPMENT(RPUD); PROPERTY PARCELS ARE LOCATED SOUTH OF WHITE CLAY PIT ROAD, NORTH AND SOUTH OF HUGHES ROAD, AND EAST OF DETOUR ROAD, HAINES CITY, FL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR ZONING DESIGNATION AND CONDITIONS; PROVIDING FOR REPEAL OR MODIFICATION OF RPUD IF CONSTRUCTION NOT COMMENCED; PROVIDING FOR A COPY TO BE KEPT ON FILE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, empowers the City Commission to prepare and enforce Land Development Regulations for the implementation of the adopted Haines City Comprehensive Plan; and

WHEREAS, the City Commission adopted Ordinance No. 13-1457 Land Development Regulations, to implement the adopted Haines City Comprehensive Plan; and

WHEREAS, the adopted Haines City Land Development Regulations contain Chapter 5 Zoning, including a zoning map; and

WHEREAS, the Haines City Planning Commission, at an advertised public hearing as required by Chapter 21 of the Land Development Regulations, has

reviewed, heard public input, and recommended that the City Commission amend the Zoning Map for the property to Residential Planned Unit Development (RPUD); and

WHEREAS, the property consists of a gross land mass of 238.39+/- acres , which shall consist of a maximum of 767 lots, and is located south of White Clay Pit Road, north and south of Hughes Road, and east of Detour Road, in Haines City, Florida; and

WHEREAS, the property consists of the following parcels and legal descriptions:

SEE ATTACHED EXHIBIT “A”

CONTAINING 238.39+/- ACRES, MORE OR LESS

WHEREAS, in the exercise of its authority, the City Commission of the City of Haines City, Florida has determined it necessary and desirable to amend the zoning map contained in Chapter 5 and Chapter 6 of the Land Development Regulations adopted originally by Ordinance 796, and subsequently amended by Ordinance 13-1457 consistent with the public interest within Haines City, Florida.

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

Section1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Approving of Zoning Designation to RPUD and Conditions.

The City Commission of Haines City (the “City Commission”) hereby approves the Zoning Map classification for the property described below as Residential Planned Unit Development (RPUD) subject to the conditions stated below:

Parcels and Legal Descriptions:

SEE ATTACHED EXHIBIT “A”

CONTAINING 238.39+/- ACRES, MORE OR LESS

And subject to the following Conditions (See attached Exhibit “B”:

1. Zoning Standards for 42’ and 52’ Wide Lots
 - Total Number of Lots for Phases 1 and 2 – Maximum of 767 (Phase 1 – 364 lots, Phase 2 – 403 lots)
 - Roadways- 24 feet wide with 2’ Miami curb
 - Utilities- Cable TV, telephone, gas, and electric to be located underground and within 15’ utility easement on both sides of the street
 - Sidewalks – 5’ sidewalks installed on each side of the 24 foot wide streets
 - Landscaping-All City codes for landscaping will be met or exceeded.
 - Minimum Lot Width – 52 feet (60%) and 42 feet (40%)
 - Minimum Lot Depth – 110 feet
 - Minimum Living Area –A maximum of 10% of the units having a minimum living space area of 1,250 sf, 90% will have a minimum of 1,400 SF living space area.
 - Minimum Garage Size – 400 square feet
 - Setbacks:
 - Front (House)- 15 feet
 - Front Garage – 20 feet
 - Rear – 10 feet
 - Side (interior) – 6 feet
 - Front Side – 15 feet
 - Accessory – 5 feet

2. No parking shall be permitted on roadways and shall be stated in the Homeowners' Association documents and any other association documents of the development.

3. Street trees shall not be removed and shall be stated in the Homeowners' Association documents and any other association documents of the development.

4. Traffic Study must be approved by the City's traffic consultant prior to the Preliminary Plat.

5. 22-foot internal roads built to City standards, with 24-foot roads built to City standards for White Clay Pit Road, Hughes Road and Kokomo Road. The Powerline Road extension will also be built to City standards.

6. This project will abut or be adjacent to 80 acres that were purchased by the City of Haines City for the construction of a wastewater treatment plant, RIBS fields, and other industrial uses. The Developer shall disclose this information in the Sales Contract for potential property owners and shall be in "red", bold print.

7. No single-family residential building plans shall be issued until such time that Lift Station #22 and the additional force main has been constructed and in operation.

8. If the developer fails to commence construction within two (2) years of the effective date of the adoption of the RPUD zoning, this shall be ground for the City to initiate rezoning of the subject property. In such event, the Planning Commission may recommend to the City Commission that (i) the subject property be returned to its previous zoning classification, (ii) that the RPUD be modified, or (iii) that the RPUD be retained in its current form.

Section 3. Copy of Ordinance to be kept on file. The City Clerk shall keep and retain a copy of this Ordinance on file.

Section 4. Repeal or modification of RPUD if construction not commenced. Failure to commence construction within two (2) years of the effective date of the adoption of RPUD zoning set forth in this Ordinance shall be grounds for the City, at its discretion, to initiate a rezoning of the subject property. In such event, the

Planning Commission may recommend to the City Commission (i) that the subject property be returned to its previous zoning classification, (ii) that the RPUD be modified, or (iii) that the RPUD be retained in its current form.

Section 5. Severability. The provisions of this Ordinance are severable; and, if any section, sentence, clause, or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Commission’s intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 6. Repeal of Ordinance in Conflict. All other ordinances of the City of Haines City, Florida, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 7. Effective date. This Ordinance shall take effect immediately upon it being read in two meetings of the City Commission of the City of Haines City, its approval and adoption by said Commission.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Haines City, this the ____ day of _____, 20__.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk

H. L. “Roy” Tyler, Mayor

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

ADOPTED AND ENACTED on second reading in regular session of the
City Commission of the City of Haines City, this the _____ day of
_____, 20____.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk
City Clerk

H. L. "Roy" Tyler, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Exhibit "A"

Parcel Number: 272810-000000-021000 (Per Book 10804, Pages 1420 - 1423):

The Northeast 1/4 of the Southeast 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida, LESS AND EXCEPT road right of way.

Parcel Number: 272810-000000-012050 (Per Book 10602, Page 2172):

The SE 1/4 of the SE 1/4 of the NE 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida, LESS road right-of-way.

Parcel Number: 272810-000000-011010, 272810-000000-012040 (Per Book 11650, Pages 0129 – 0140):

Tract 9: BRANNEN

The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida, LESS maintained right of way along the South boundary.

Tract 13: COUNTER WCP

The Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida, LESS maintained right of way along the Northerly boundary thereof.

Parcel Number: 272810-000000-012030, 272810-000000-012020 (Per Book 11475, Page 61):

The West 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida, LESS maintained right of way on the North and South sides.

AND

The East 1/2 of the West 1/2 of the SE 1/4 of the NE 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida, LESS maintained right of way on the North and South sides.

Parcel Number: 272811-000000-044020 (Per Book 11650, Pages 0129 - 0140):

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 28 South, Range 27 East, Polk County, Florida, LESS the Kokomo Road right of way.

Parcel Number: 272811-000000-043010 (Per Book 11650, Pages 0129 – 0140):

The West 1/2 of the Southwest 1/4 of Section 11, Township 28 South, Range 27 East, LESS AND EXCEPT the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4, LESS all rights of way for Kokomo Road, Polk County, Florida.

Parcel Number: 272810-000000-022020 (Per Book 12273, Pages 2267 – 2269):

The East 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 10, Township 28 South, Range 27 East Polk County, Florida, LESS the Kokomo Road right of way, and LESS apparent right of way on the east side.

Parcel Number: 272810-000000-022030 (Per Book 12273, Pages 2267 – 2269):

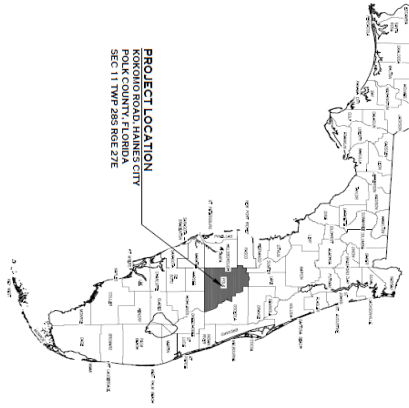
The West 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida, LESS right of way for Kokomo Road.

Parcel Number: 272810-000000-022050 (Per Book 12273, Pages 2267 – 2269):

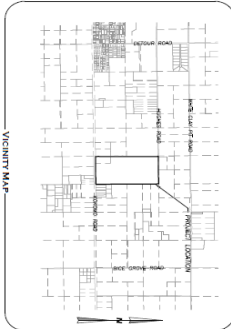
The Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida.

Exhibit "B"

WHITE CLAY PHASE 1 RPUD REZONING PLAN



PROJECT LOCATION
KOKOMO BOULVARD
POLK COUNTY, FLORIDA
SEC 11 T19N 25E 18E 27E



ELEVATIONS BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988
(NAD83) CONVERSION FROM NAVD83 TO NAVD08 = 14.55 FEET
TO 1988.5 FEET CONVERSION FROM NAD 83 TO NAD 2011 = 0.24 FEET

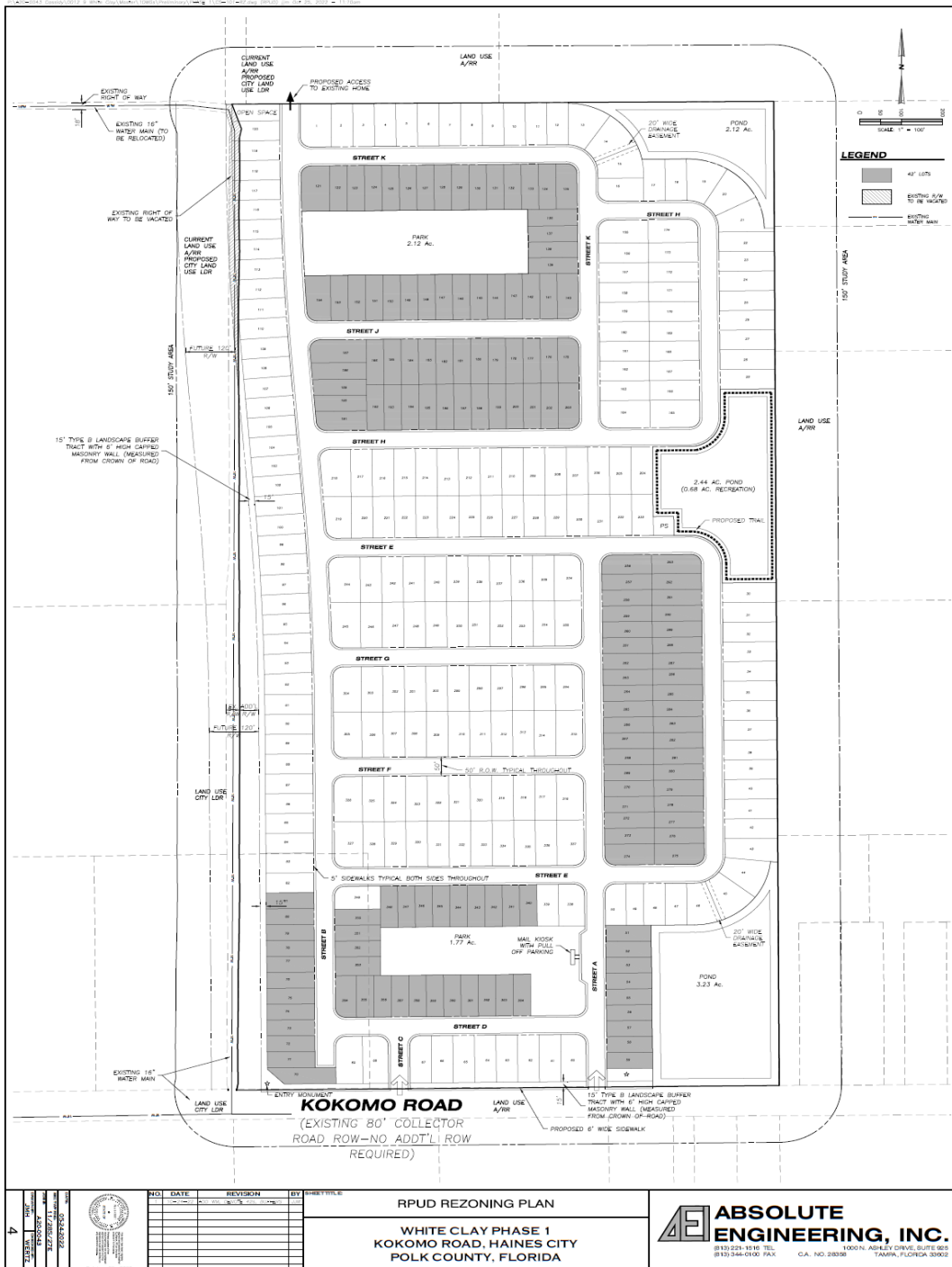
OWNER/DEVELOPER **ENGINEER**
ATLANTIC BLUE CAPITAL, LLC ABSOLUTE ENGINEERING, INC.
212 E. STUART AVE. 10001 N. ASHLEY DRIVE, SUITE 925
LAKE WALKER, FL 33853 PALM HARBOR, FL 34684
PH: (813) 938-1002 PH: (813) 938-1002
FAX: (813) 344-0100 FAX: (813) 344-0100

SHT. NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	AERIAL SITE PLAN
4	RPUD PLAN
5	DRAINAGE AND TOPOGRAPHY PLAN

**ABSOLUTE
ENGINEERING, INC.**
813 251-1516 TEL. CA. NO. 2838
813 344-0100 FAX 10001 N. ASHLEY DRIVE, SUITE 925
PALM HARBOR, FL 34684

REVISIONS		
DATE	REVISION	BY





NO.	DATE	REVISION	BY	DESCRIPTION

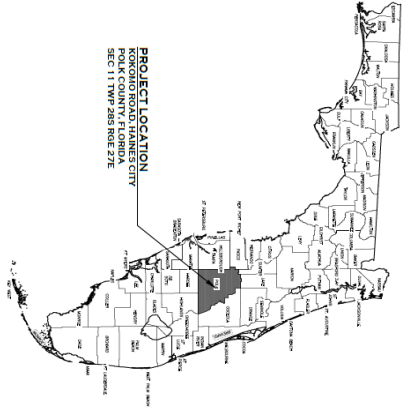
RPUD REZONING PLAN

WHITE CLAY PHASE 1
KOKOMO ROAD, HAINES CITY
POLK COUNTY, FLORIDA

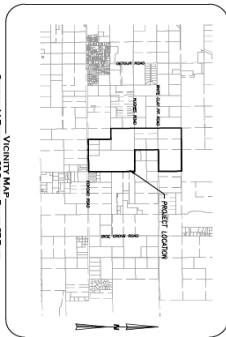
ABSOLUTE ENGINEERING, INC.

813-221-1116 TEL. 1000 N. ASHLEY DRIVE, SUITE 202
 813-244-0140 FAX. TAMPA, FLORIDA 33602
 CA. NO. 28268

WHITE CLAY PHASE 2 RPUD REZONING PLAN



PROJECT LOCATION
KOKOMO ROAD, GAINES CITY
SEC 11 TWP 28S R0E 27E



SECTION 11 TWP 28S R0E 27E EAST
VICINITY MAP - 1/8" SCALE
NORTH TO SCALE

OWNER/DEVELOPER
ATLANTIC BLUE CAPITAL, LLC
10000 N. AZURE DRIVE SUITE 825
LAKE WALKER, FL 33853
PH: (813) 508-1082
FAX: (813) 344-0100

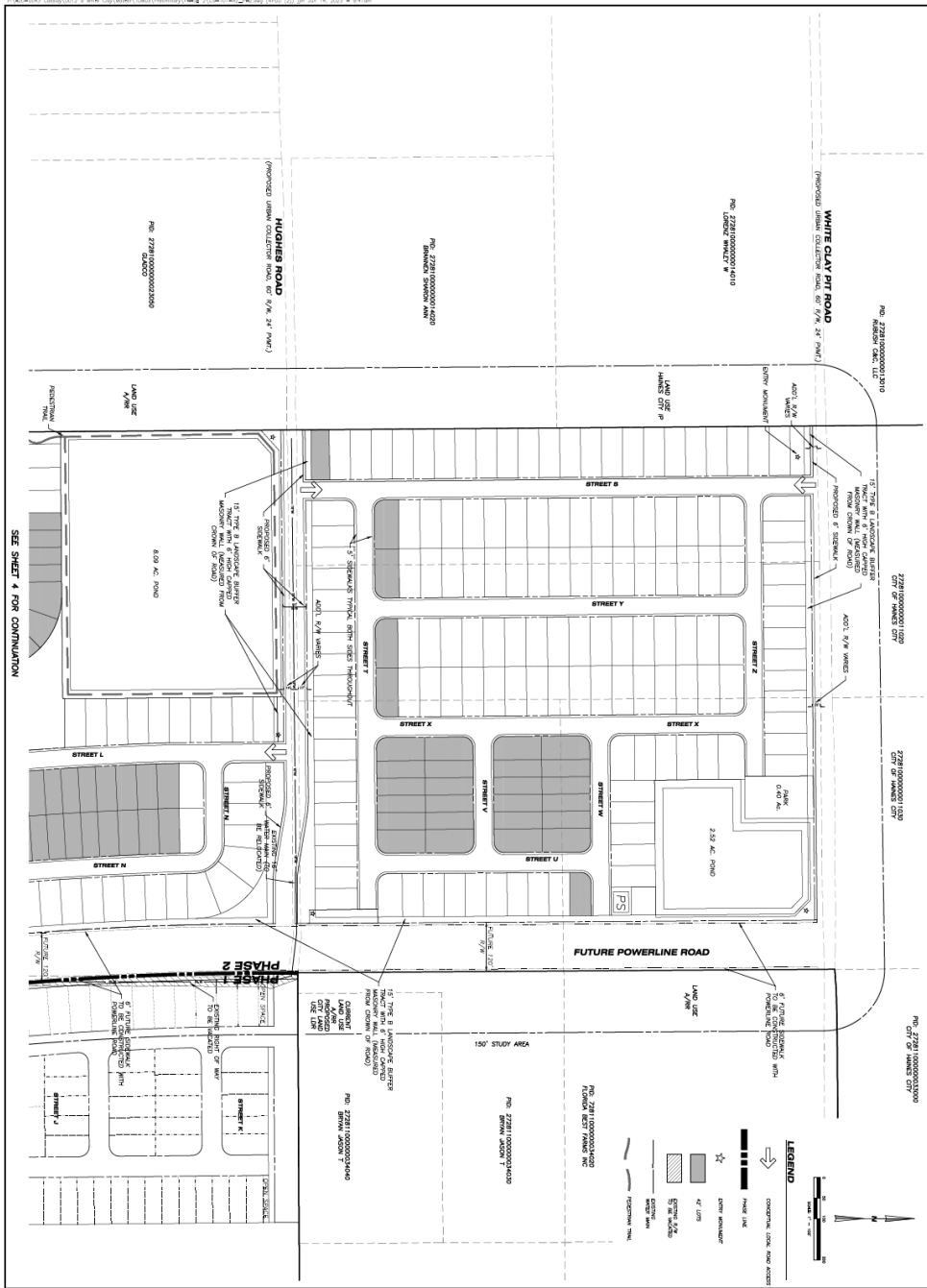
ENGINEER
ABSOLUTE ENGINEERING, INC.
10000 N. AZURE DRIVE SUITE 825
LAKE WALKER, FL 33853
PH: (813) 221-1516
FAX: (813) 344-0100

ABSOLUTE ENGINEERING, INC.
813 221-1516 TEL. C.A. NO. 2839
813 344-0100 FAX. 10000 N. AZURE DRIVE SUITE 825
LAKE WALKER, FL 33853

SHT. NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	REZONING PLAN
4	RPUD PLAN
5	DRAINAGE AND TOPOGRAPHY PLAN

REVISIONS		
DATE	BY	REVISION





NO.	DATE	REVISION	BY	CHKD	TITLE
1	01/11/2024	ISSUED FOR PERMIT	AS	AS	RPUD REZONING PLAN
2	01/11/2024	REVISED PER COMMENTS	AS	AS	RPUD REZONING PLAN
3	01/11/2024	REVISED PER COMMENTS	AS	AS	RPUD REZONING PLAN
4	01/11/2024	REVISED PER COMMENTS	AS	AS	RPUD REZONING PLAN
5	01/11/2024	REVISED PER COMMENTS	AS	AS	RPUD REZONING PLAN

RPUD REZONING PLAN
WHITE CLAY PHASE 2
KOKOMO ROAD, HAINES CITY
POLK COUNTY, FLORIDA

ABSOLUTE ENGINEERING, INC.
 1000N. ASHLEY DRIVE, SUITE 603
 TAMPA, FLORIDA 33606
 TEL: 813-221-5516 FAX: 813-246-0101
 C.A. NO. 0808



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Fred Reilly, City Attorney

Date: September 7, 2023

Subject: Resolution No. 23-1757 – First Amendment to Real Estate Sale and Purchase Contract – Feltrim Place Project

Executive Summary

Approve First Amendment to the Real Estate Purchase and Sale Contract between the City of Haines City and Feltrim Development N.A., Inc. for the Feltrim Place project.

Introduction

The intent of this item is for the approval of the First Amendment to the Real Estate Purchase and Sale Contract between the City of Haines City ("City") and Feltrim Development N.A., Inc. ("Feltrim") for the Feltrim Place project.

Background

The City owns in fee simple certain real property located in downtown Haines City, Polk County, Florida with the parcel identification number of 27-27-29-783000-074040.

Pursuant to the Real Estate Purchase and Sale Contract executed on August 4, 2022 between the parties, the City intends to split Parcel 2 into two (2) separate parcels to be described as City Parcel 2A and City Parcel 2B.

Pursuant to the Real Estate Purchase and Sale Agreement (the "Purchase and Sale Agreement"), the City intends to maintain ownership of City Parcel 2B in order to develop and construct a municipal garage on City Parcel 2B.

Pursuant to the Purchase and Sale Contract, the City wishes to sell Feltrim and Feltrim wishes to purchase from City, City Parcel 1 and City Parcel 2A for the purposes of developing said parcels.



HAINES CITY

THE HEART OF FLORIDA

Feltrim intends to develop City Parcel 2A into residential apartments, residential townhomes, condominiums, business townhomes or offices and/or various commercial spaces or a combination of any of the foregoing.

Consistent with the terms of the Real Estate Purchase and Sale Contract, the parties will negotiate an agreement for the development and construction of a municipal garage on City Parcel 2B.

The City intends to continue to make investments in the downtown area through the addition of high quality, context driven, planning and developments in order to enrich the community and maintain a cohesive, thriving, safe and healthy City.

The Purchase and Sale Contract contained certain deadlines and the parties wish to amend the Purchase and Sale Contract to change the following deadlines:

- A. Section 8(a) - changing the deadline date for completing negotiation of the agreement for construction of the parking garage to on or before January 15, 2024.
- B. Section 8(c) - changing the deadline date for completing negotiation of the easement agreement (related to the access to the parking garage and pedestrian walkways) to on or before January 15, 2024.

Organizational Goal(s)

Quality of Life: Create an environment that enhances the quality of life and benefits the community culturally, recreationally and economically.

Budget Impact

There is no budget impact for Approval of the First Amendment to the Purchase and Sale Agreement.

Recommendation

Staff recommends approval of the First Amendment to the Real Estate Purchase and Sale Contract between the City of Haines City and Feltrim Development N.A., Inc. for the Feltrim Place project.

RESOLUTION NO 23-1757

**A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA
AUTHORIZING THE MAYOR TO EXECUTE THE FIRST
AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE
CONTRACT WITH FELTRIM DEVELOPMENT N.A., INC.;
PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City and Feltrim have previously negotiated the Real Estate Purchase and Sale Contract (referred to as the “Agreement”); and

WHEREAS, Pursuant to the Real Estate Purchase and Sale Contract executed on August 4, 2022 between the parties, the City intends to split Parcel 2 into two (2) separate parcels to be described as City Parcel 2A and City Parcel 2B.

WHEREAS, pursuant to the Real Estate Purchase and Sale Contract (the “Purchase and Sale Agreement”), the City intends to maintain ownership of City Parcel 2B in order to develop and construct a municipal garage on City Parcel 2B.

WHEREAS, pursuant to the Purchase and Sale Contract, the City wishes to sell Feltrim and Feltrim wishes to purchase from City, City Parcel 1 and City Parcel 2A for the purposes of developing said parcels.

WHEREAS, Feltrim intends to develop City Parcel 2A into residential apartments, residential townhomes, condominiums, business townhomes or offices and/or various commercial spaces or a combination of any of the foregoing.

WHEREAS, consistent with the terms of the Real Estate Purchase and Sale Contract, the parties will negotiate an agreement for the development and construction of a municipal garage on City Parcel 2B.

WHEREAS, the City intends to continue to make investments in the downtown area through the addition of high quality, context driven, planning and developments in order to enrich the community and maintain a cohesive, thriving, safe and healthy City.

WHEREAS, the Purchase and Contract contains certain deadlines and the parties wish to amend the Purchase and Sale Contract.

WHEREAS, the City Commission has determined that it is in the best interests of the City of Haines City to approve and execute the First Amendment to the Real Estate Purchase and Sale Contract.

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

Section 1. Authority to Execute the First Amendment to the Real Estate Purchase and Sale Contract and Ancillary Documents. The Mayor is hereby authorized to execute the First Amendment to the Real Estate Purchase and Sale Contract and ancillary documents consistent thereto.

Section 2. Repeal of Conflicts of all Resolutions. All other resolutions of the City of Haines City, Florida, or portions thereof which conflict with this or any part of this Resolution are hereby repealed.

Section 3. Severability In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED and APPROVED on in regular session of the City Commission of Haines City, Florida, this 7th day of July, 2023.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk

H. L. "Roy" Tyler, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

**FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE CONTRACT**

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE CONTRACT is made as of this ____ day of September, 2023, and constitutes the amended agreement between FELTRIM DEVELOPMENT N.A., INC., (hereinafter referred to as “FELTRIM”) a Florida corporation located at 116 Kenny Boulevard, Haines City, Florida 33844 and the CITY OF HAINES CITY, FLORIDA, a Florida municipal corporation (“CITY”), located at 620 East Main Street, Haines City, Florida 33844.

RECITALS:

WHEREAS, FELTRIM and CITY entered into that certain REAL ESTATE PURCHASE AND SALE CONTRACT dated August 4, 2022 (the “Agreement”);

WHEREAS, the CITY intends to continue to make investments in the downtown area through the addition of high quality, context driven, planning and developments in order to enrich the community and maintain a cohesive, thriving, safe and healthy CITY; and

WHEREAS, the Agreement contained certain deadlines.

WHEREAS, the parties have agreed to amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by reference.
2. **Defined Terms.** Except as specified to the contrary in this Amendment, all defined terms in this Amendment have the same meaning set forth in the Agreement.
3. Section 8(a) of the Agreement is revised as to the date only as follows:
“(a) Deliver to Buyer on or before January 15, 2024...”
4. Section 8(c) of the Agreement is revised as to the date only as follows:
“(c) Deliver to Buyer on or before January 15, 2024...”
5. **Conflict.** If there is a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

6. **Ratification.** Except as herein expressly amended, each and every other term of the Agreement shall remain unchanged and in full force and effect without modification, and the parties hereby ratify and affirm the same.

7. **Counterparts.** This Amendment may be executed in several counterparts, all of which are identical and all of which counterparts together shall constitute one and the same document. This Amendment may be executed by facsimile signature.

CITY OF HAINES CITY, FLORIDA

By: _____
Roy Tyler, Mayor-Commissioner

Date: _____, _____, 2023.

ATTEST:

By: _____
Sharon Lauther, City Clerk

Date: _____, _____, 2023.

Reviewed as to form and legal sufficiency.

Fred Reilly, City Attorney

FELTRIM DEVELOPMENT N.A., INC.,
a Florida corporation

By: _____
Name: Garrett J. Kenny
Title: President
Date: _____, _____, 2023

REAL ESTATE PURCHASE AND SALE CONTRACT
by and between

FELTRIM DEVELOPMENT N.A., INC.,
a Florida corporation,

and

as BUYER

and

CITY OF HAINES CITY,
a Florida municipal corporation

as SELLER

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions.....	
2. Purchase and Sale of Property.....	
3. Purchase Price for Property.	
4. Closing Date.....	
5. Seller Deliveries.....	
6. Inspection Period and Buyer’s Inspections.	
7. Title to Premises; State of Title to be Conveyed.	
8. Seller’s Obligation Between the Effective Date and the Closing Date.	
9. Buyer’s Closing Conditions.....	
10. Deliveries at Closing.	
11. Closing and Other Costs, Adjustments and Prorations.	
12. Escrow Agent.....	
13. Seller’s Covenants, Representations and Warranties.	
14. Eminent Domain.	
15. Casualty.	
16. Default and Remedies.	
17. Notices.	
18. Brokerage Commissions.....	
19. Miscellaneous Provisions.....	

Attachments:

- Exhibit A** - Description of the City Parcel 1
- Exhibit B** - Description of the City Parcel 2
- Exhibit C** - Description of Proposed City Parcel 2A (to be provided by City)
- Exhibit D** - Description of Proposed City Parcel 2B (to be provided by City)
- Exhibit E** - Description of Municipal Parking Garage located on City Parcel 2B
- Exhibit F** - Form of Assignment
- Exhibit G** - Form of Warranty Deed (to be provided based upon Legal Description provided by City)
- Exhibit H** - Form of Quit Claim Bill of Sale

REAL ESTATE PURCHASE AND SALE CONTRACT

THIS REAL ESTATE PURCHASE AND SALE CONTRACT (this “**Agreement**”) is made and entered into as of the Effective Date set forth herein, by and between **CITY OF HAINES CITY**, a Florida municipal corporation (“**Seller or City**”), and **FELTRIM DEVELOPMENT N.A., INC.**, a Florida corporation, or its assigns (“**Buyer or Feltrim**”).

WITNESSETH:

WHEREAS, Seller, owns in fee simple certain real property located in downtown Haines City, Polk County, Florida with the parcel identification number of 27-27-29-783000-074040 (hereinafter referred to as “City Parcel 1”) (See Exhibit “A” attached hereto).

WHEREAS, Seller, owns in fee simple certain real property located in downtown Haines City, Polk County, Florida with the parcel identification number of 27-27-29-783000-067040 (hereinafter referred to as “City Parcel 2”) (See Exhibit “B” attached hereto).

WHEREAS, City Parcel 1 and City Parcel 2 are collectively the City Properties.

WHEREAS, the City intends to split Parcel 2 into two (2) separate parcels to be described as City Parcel 2A (See Exhibit “C” attached hereto) and City Parcel 2B (See Exhibit “D” attached hereto).

WHEREAS, the City intends to maintain ownership of City Parcel 2B in order to develop and construct a municipal garage on City Parcel 2B (See Exhibit “E” attached hereto).

WHEREAS, City wishes to sell Feltrim and Feltrim wishes to purchase from City, City Parcel 1 and City Parcel 2A for the purposes of developing said parcels.

WHEREAS, the Feltrim intends to develop City Parcel 2A in to residential apartments, residential townhomes, condominiums, business townhomes or offices and/or various commercial spaces or a combination of any of the foregoing.

WHEREAS, the Feltrim intends to develop City Parcel 1 in to residential apartments, residential townhomes, condominiums, business townhomes or offices and/or various commercial spaces or a combination of any of the foregoing.

WHEREAS, the City intends contract with the Feltrim for the development and construction of a municipal garage the City Parcel 2B (“City Garage”).

WHEREAS, the City and Feltrim have entered into that certain Memorandum of Understanding dated August 24, 2020 (“MOU”) along with that certain First Amendment to MOU dated March 18, 2021, Second Amendment to MOU dated December 16, 2021, Third Amendment to MOU dated April 7, 2022, Fourth Amendment dated June 16, 2022, and Fifth Amendment dated July 21, 2022.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Definitions. In addition to other words and terms defined elsewhere in this Agreement, as used herein the following words and terms shall have the following meanings, respectively, unless the context hereof otherwise clearly requires:

(a) “Business Day” shall mean a Monday, Tuesday, Wednesday, Thursday or Friday that is not a U.S. federal, state or City holiday.

(b) “Closing” shall mean the consummation of the purchase and sale of the Premises in accordance with the terms of this Agreement.

(c) “Earnest Money Deposit” shall mean the amount of One Thousand and No/100 Dollars (\$1,000) to be deposited by Buyer with Escrow Agent pursuant to Section 3(a) of this Agreement, as well as any interest earned thereon.

(d) “Closing Date” shall mean a date mutually agreeable to Buyer and Seller but in no event less than ninety (90) days following the date of the last authorization, permit, entitlement, application approval, governmental approval, easement, easement or use agreement or the equivalent of any of the foregoing necessary from the City of Haines City or any other governmental authority exercising jurisdiction over the City Properties, including City Parcel 1, City Parcel 2A or City Parcel 2B to allow Buyer to develop and construct its intended improvements on City Parcel 1 and City Parcel 2A as depicted on Exhibit “E”.

(e) “Effective Date” of this Agreement shall mean that date upon which the last of the Buyer and Seller has executed this Agreement.

(f) “Escrow Agent” shall mean Hagood Law Group, whose address is set forth in Section 17 below.

(g) “Hazardous Materials” shall mean all toxic or hazardous materials, chemicals, wastes, pollutants or similar substances, including, without limitation, Petroleum (as hereinafter defined), asbestos insulation and/or urea formaldehyde insulation, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, regulation or ordinance currently in existence or hereafter enacted or rendered (hereinafter collectively referred to as the “Hazardous Materials Laws”) including, but not limited to, those materials or substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “pollutants” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., and any applicable statutes, ordinances or regulations under the laws of the State in which the Premises is located, and any rules and regulations promulgated thereunder, all as presently or hereafter amended. “Petroleum” for purposes of this Agreement shall include, without limitation, oil or

petroleum of any kind and in any form including but not limited to oil, petroleum, fuel oil, oil sludge, oil refuse, oil mixed with other waste, crude oil, gasoline, diesel fuel and kerosene.

(h) **“Improvements”** shall mean all of the existing improvements located on the Property, including but not limited to the building(s), the site improvements, all pavement, accessways, curb cuts, parking, drainage systems and facilities, landscaping, canopies, and utility facilities and connections for sanitary sewer, potable water, irrigation, electricity, telephone and natural gas and all appurtenances thereto.

(i) **“Inspection Period”** shall mean 5:00 PM on the ninetieth (90) day after the City has demolished any structure, building or improvement located on City Parcel 1 and City Parcel 2 and the City has removed all debris resulting therefrom such that both parcels are vacant land with nothing but the natural dirt and vegetation remaining thereupon.

(j) **“Permits”** shall mean all of the governmental permits, including licenses and authorizations, required for the construction, ownership and operation of the Improvements on the Premises, including without limitation certificates of occupancy, building permits, signage permits, site use approvals, zoning certificates, environmental and land use permits and any and all necessary approvals from state or local authorities.

(k) **“Permitted Exceptions”** shall mean all of the following: (i) ad valorem real property taxes and assessments for the year of Closing that are not yet payable, and (ii) those additional matters agreed to by both Buyer and Seller during the Inspection Period, if any; provided, however, the following shall not be Permitted Exceptions: (a) any real estate taxes or assessments related to any period prior to the closing unless such taxes are not yet payable, and (b) any liens, mortgages, deed of trusts or security interest of any party on the Property.

(l) **“Personalty”** shall mean all items of tangible personal property owned by Seller which are located on and which are used or useful in connection with the maintenance and operation of the Premises.

(m) **“Phase I Reports”** shall mean Phase I Environmental Site Assessments: (i) certified to Buyer and their successors and assigns, (ii) dated within six (6) months of the Closing Date, (iii) prepared by Professional Service Industries, Inc. which shall carry professional liability insurance in such amounts acceptable to Buyer, and (iv) prepared in accordance with Buyer’s standard requirements, including the Environmental Protection Agency 40 CFR Part 312 “Standards and Practices for All Appropriate Inquiries” rule by implementing the American Society for Testing and Materials (**“ASTM”**), Standard Practice for Environmental Site Assessments (**“ESA”**): Phase I ESA Process, as updated/amended from time to time.

(n) **“Plans”** shall mean the final “as-built” plans and specifications for the Improvements.

(o) **“Premises”** shall mean a fee simple interest in that certain parcel of real property being more particularly described as City Parcel 1 and City Parcel 2A attached hereto and by reference incorporated herein, together with all of the Improvements, tenements, hereditaments and appurtenances belonging or in any way appertaining to such real property, and all of Seller’s rights, title and interest in and to (i) any and all property lying in the bed of any street, road or

avenue, open or proposed, in front of or adjoining such real property to the center line thereof, (ii) any strips and gores of land adjacent to, abutting or used in connection with such real property, and (iii) any mineral rights or interest, and (iv) any easements and rights, if any, inuring to the benefit of such real property or to Seller in connection therewith.

(p) **“Property”** shall mean a fee simple interest in the Premises to be sold pursuant to this Agreement as more particularly described as City Parcel 1 and City Parcel 2A.

(q) **“Purchase Price”** shall mean the total purchase price of the Premises which is Four Hundred Thousand and No/100 Dollars (\$400,000.00).

(r) **“Title Company”** shall mean Hagood Law Group as agent of Old Republic National Title Insurance Company which shall issue any policy of title insurance required hereunder or by Buyers lender.

2. **Purchase and Sale of Property.** Subject to the terms, provisions and conditions set forth herein, Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller.

3. **Purchase Price for Property.** The Purchase Price for the Property shall be payable in the following manner:

(a) **Earnest Money Deposit.** Not later than three (3) Business Days following the date on which Buyer shall receive a counterpart of this Agreement fully executed by Buyer and Seller, Buyer shall deposit with Escrow Agent the Earnest Money Deposit hereunder, to be held and disbursed in accordance with the terms of this Agreement.

(b) **Balance of Purchase Price.** The balance of the Purchase Price, less any apportionments set forth in Section 11, shall be paid in full by Buyer at the Closing by wire transfer of immediately available federal funds, as Seller shall direct.

(c) **Independent Contract Consideration.** Buyer and Seller hereby acknowledge that ONE HUNDRED AND 00/100 DOLLARS (\$100.00) of the Earnest Money Deposit constitutes independent contract consideration (the **“Independent Contract Consideration”**) for this Agreement, which sum shall be paid to Seller upon any termination of this Agreement (except arising from a default by Seller hereunder) and shall be non-refundable to Buyer, but which shall be applied against the Purchase Price at Closing.

4. **Closing Date.** The Closing shall take place on a date mutually agreeable to Buyer and Seller but in no event less than ninety (90) days following the date of the last authorization, permit, entitlement, application approval, governmental approval, easement, easement or use agreement or the equivalent of any of the foregoing necessary from the City of Haines City or any other governmental authority exercising jurisdiction over the City Properties, including City Parcel 1, City Parcel 2A or City Parcel 2B to allow Buyer to develop and construct its intended improvements on City Parcel 1 and City Parcel 2A as depicted on Exhibit “E” has been issued.

5. **Seller Deliveries.** On or before the Effective Date of this Agreement Seller has delivered to Buyer any and all of the following regarding the Property which Seller has in its

possession or control: (i) surveys, (ii) Plans, (iii) Permits, (iv) environmental reports, studies or assessments, (v) a copy of the vesting deed for each Premises and Seller's owner's policy of title insurance.

Within thirty (30) days of the Effective Date hereof, Seller shall deliver to Buyer the following: (i) a Commitment from the Title Company for an owner's title insurance policy with respect to the Premises, naming Buyer as the Proposed Insured in the amount of the Purchase Price allocated to that Premises (the "**Title Commitments**"), and (ii) an ALTA as-built survey of City Parcel 1 and City Parcel 2 along with a sketch containing the new proposed legal descriptions depicting the the split of City Parcel 2 into City Parcel 2A and City Parcel 2B (the "**Surveys**").

6. Inspection Period and Buyer's Inspections. Buyer through its agents, employees and independent contractors shall have the right from time to time during the Inspection Period as defined in paragraph 1(i) above and continuing through the Closing Date, to enter the Premises for the purpose of inspecting the same and performing its due diligence review and testing of the Property, including but not limited to environmental testing, title review, survey review and zoning and building condition assessments or reviews. Buyer shall indemnify and hold harmless Seller and their respective contractors, agents, employees and affiliates from and against any claims, losses, damages and costs arising directly out of any inspection of and testing at the Premises by Buyer, its agents and representatives, provided; however, the foregoing shall not include any pre-existing conditions discovered by Buyer during its inspections, provided that Buyer did not cause such condition(s). During the Inspection Period Buyer shall review and determine if the proposed transaction, the Property, title to the Property, the condition of the Property is acceptable to Buyer, in its sole and absolute discretion.

Buyer may terminate this Agreement for any reason or for no reason on or before the end of the Inspection Period by providing notice of termination to Seller in accordance with the notice provisions of this Agreement, in which case the Earnest Money Deposit shall be refunded to Buyer without Seller having any right to object to such release of the Earnest Money Deposit, except for the Independent Contract Consideration which shall be disbursed to Seller. Upon delivery of said termination notice, this Agreement shall terminate and all obligations of Seller and Buyer hereunder shall terminate except for those obligations which expressly survive the termination or expiration of this Agreement.

7. Title to Premises; State of Title to be Conveyed. At the Closing, Seller shall convey, or cause to be conveyed, fee simple title to the Premises to Buyer, free from all liens, encumbrances, restrictions, rights-of-way and other matters, excepting only the Permitted Exceptions.

8. Seller's Obligation Between the Effective Date and the Closing Date. Between the Effective Date and the Closing Date Seller shall:

(a) Deliver to Buyer on or before August 31, 2022 a fully executed development agreement between City of Haines City and Feltrim for (i) the construction of the parking garage on City Parcel 2B, the streetscaping obligations of the parties related to the parking garage on City Parcel 2B (if any), and Feltrim residents usage of the assigned parking spaces in the parking garage, and (ii) an easement agreement on which shall allow for Feltrim

or its assigns both pedestrian access to the elevators located in the parking garage, and for vehicular access to the least amount of parking spaces required by the City LDR's per unit of the Feltrim buildings with said parking spaces to be located on floor three (3) of the parking garage and designated as parking for Feltrim Place residents only. The easement agreement will also provide for all pedestrian access and use of all crosswalks within, over and to or from the parking garage at any level to the adjacent properties.

(b) The City shall demolish any buildings or other improvements located on City Parcel 1 and City Parcel 2 and remove all debris from both parcels such that both parcels are vacant land with only their respective dirt and natural vegetation remaining thereupon. The parties acknowledge and agree that the City shall continue to utilize the existing parking lot located on City Parcel 2 (Parcel ID No. 27-27-29-783000-067040) for City employee parking until such time as the demolition of the existing parking lot is necessary for final site preparation prior to the Closing.

(c) Deliver to Buyer on or before August 31, 2022 a fully executed easement agreement for the benefit of Feltrim which shall allow for Feltrim or its assigns both pedestrian access to the elevators, and vehicular access to the lesser of ninety (90) assigned parking spaces or the least amount of parking spaces required by the City LDR's per unit of the Feltrim buildings to be located on floor three (3) of the parking garage and all pedestrian crosswalks or walkways located within, over and at any level of the parking garage to any of the adjacent properties.

(d) The City, upon the Buyer's application and subsequent approval consistent with the City's Code of Ordinances and Land Development Regulations, will provide all authorizations, permits, entitlements, application approvals, governmental approvals, easements, easement or use agreements or the equivalent of any of the foregoing necessary from the City of Haines City, including City Parcel 1, City Parcel 2A or City Parcel 2B to allow Buyer to develop and construct its intended improvements on City Parcel 1 and City Parcel 2A as depicted on Exhibit "E" attached hereto. The parties acknowledge that the Buyer may be required to apply for and seek approval for authorizations, permits, entitlements, application approvals, governmental approvals, easements, easement or use agreements or the equivalent of the foregoing from other governmental authorities (other than the City) exercising jurisdiction over the City Properties.

(e) promptly upon receiving notice of (i) any and all notices of any eminent domain action threatened against or instituted against the Premises, and (ii) any casualty event on the Premises.

(f) Not materially modify any Improvements on the City Properties other than the demolition of the existing structures or improvements and removal of debris resulting therefrom, nor take any action on the Premises which negatively impacts the value of the Premises, except that the parties acknowledge the clarification concerning the City's use of the existing parking lot as stated above in Section 8(b).

(g) Not enter into any contracts for services or otherwise that may be binding upon the Premises or upon the Buyer subsequent to Closing, nor grant any easements or licenses

affecting the Premises, nor take any legal action in connection with the Premises which will affect Buyer's title to the same with the exception of any such easements or licenses with the Buyer.

9. Buyer's Closing Conditions. Buyer's obligation to close under this Agreement on the Premises shall be subject to the following conditions being satisfied by the City as of the Closing Date:

(i) The City, upon the Buyer's application and subsequent approval consistent with the City's Code of Ordinances and Land Development Regulations, will provide all authorizations, permits, entitlements, application approvals, governmental approvals, easements, easement or use agreements or the equivalent of any of the foregoing necessary from the City of Haines City, including City Parcel 1, City Parcel 2A or City Parcel 2B to allow Buyer to develop and construct its intended improvements on City Parcel 1 and City Parcel 2A as contemplated herein and further depicted on Exhibit "E" are issued and final. The parties acknowledge that the Buyer may be required to apply for and seek approval for authorizations, permits, entitlements, application approvals, governmental approvals, easements, easement or use agreements or the equivalent of the foregoing from other governmental authorities (other than the City) exercising jurisdiction over the City Properties and shall not be required to close until all such authorizations, permits, entitlements, application approvals, governmental approvals, easements, easement or use agreements or the equivalent of the foregoing from other governmental authorities (other than the City) exercising jurisdiction over the City Properties have been issued

(ii) The development agreement between the City and Feltrim for the development and construction of the parking garage to be located on City Parcel 2B is executed and final.

(iii) The City has split City Parcel 2 into City Parcel 2A and City Parcel 2B as described herein.

(iv) The City has approved in writing for the benefit of Buyer the following:

- a) Development agreement for the Parking Garage between City and Feltrim to be located on City Parcel 2B;
- b) Parking Garage footing extending into the ROW;
- c) Parking Garage footing easement along the east side of the Feltrim Property;
- d) Accommodation of a future transformer pad and conduit to the adjacent City Garage or proposed City building located to the south of City Parcel 2A;
- e) Pedestrian block crossing accessway located to the south of City Parcel 2A and City Parcel 2B and north of the City property line of the city annex be constructed by Feltrim. The City shall be responsible for the material and construction costs for same;
- f) Feltrim to construct streetscape for 7th Street and 8th Street beginning at the intersection on Main Street and extending north to the north side of project area.
- g) Utilization of the site between 8th Street and 7th Street as a laydown yard by Feltrim;
- h) Temporarily close 8th Street during the erection of the Parking Garage. The City shall issue any necessary notices for any lane, street or roadway closures;

- i) Approve parking garage elevators with one elevator located at the NW corner of the Parking Garage and one elevator located in the SW corner of the Parking Garage. The elevators are intended be to be used by primarily during the day by pedestrians parking in the Parking Garage, City staff and those doing business with the City and therefore will be funded solely by the City;
- j) Establishment of a ten (10) foot building setback from the City's northern property line on the site of the city annex;

(v) The representations and warranties of Seller set forth in Section 13 hereof shall be true, correct and complete in all material respects on and as of the Closing Date.

(vi) The City agrees that prior to the Closing Date to enter into an agreement with Buyer in which the City and Buyer shall agree to coordinate in good faith to jointly and/or independently apply for Brownfield Redevelopment Economic Incentives, and other grants and exemptions which may be available as related to the transaction and development of the project contemplated by this transaction including but not limited to the following:

- i) To the maximum extent possible to provide Buyer with Residential electricity exemption of up to the first 500 kilowatts of use may be exempted from the municipal public service tax pursuant to s. 166.231 not to exceed \$ TBD per month.
- ii) To the maximum extent possible to provide Buyer with Electric and gas tax exemption as provided in s. 166.231(6) not to exceed \$ TBD per month.
- iii) To the maximum extent possible to provide Buyer with economic development tax abatement as provided in s. 196.1995 not to exceed \$ TBD.
- iv) To the maximum extent possible to provide Buyer with Cities' absorption of Buyers' concurrency needs.
- v) To the maximum extent possible to provide Buyer a waiver of transportation impact fees and permit fees.
- vi) To the maximum extent possible to provide Buyer flexibility in parking standards and buffer zone standards.
- vii) To the maximum extent possible provide Buyer with any and all Brownfield redevelopment economic incentives. The cost of same shall be borne solely by the City. The parties acknowledge that the City has retained an engineering consultant to advise the City on Brownfield redevelopment economic incentives related to the City Properties. Such incentives may include financial, regulatory, and technical assistance to Buyer to include, but not limited to the following:
 - (a) Tax increment financing through community redevelopment agencies;
 - (b) Enterprise zone tax exemptions for businesses;
 - (c) Safe neighborhood improvement districts as provided in ss. 163.501-163.523;
 - (d) Waiver, reduction, or limitation by line of business with respect to business taxes;

- (e) Tax exemption for historic properties as provided in s. 196.1997;
- (f) Minority business enterprise programs as provided in s. 287.0943;
- (g) Grants, including community development block grants;
- (h) Pledging of revenues to secure bonds;
- (i) Low-interest revolving loans and zero-interest loan pools;
- (j) Local grant programs for facade, storefront, signage, and other business improvements;
- (k) Governmental coordination of loan programs with lenders, such as microloans, business reserve fund loans, letter of credit enhancements, gap financing, land lease and sublease loans, and private equity;
- (l) Payment schedules over time for payment of fees, within criteria, and marginal cost pricing;
- (m) Cities' absorption of Buyers' concurrency needs;
- (n) Exemptions and lessening of state and local review requirements;
- (o) Water and sewer regulatory incentives;
- (p) Waiver of transportation impact fees and permit fees;
- (q) Zoning incentives to reduce review requirements for redevelopment changes in use and occupancy; establishment of code criteria for specific uses;
- (r) Flexibility in parking standards and buffer zone standards;
- (s) Maintenance standards and activities by ordinance and otherwise, and increased security and crime prevention measures available through special assessments;
- (t) Traffic-calming measures;
- (u) Historic preservation ordinances, loan programs, and review and permitting procedures;
- (v) One-stop permitting and streamlined development and permitting process including expedited development applications;
- (x) Marketing and promotion of projects or areas.
- (y) Community Redevelopment Grant for up to \$50,000.00 which must be applied for by the Buyer and approved by the City's Community Redevelopment Agency.

“TBD” means “To Be Determined”

If the foregoing contingencies set forth in this Section are not satisfied then in addition to any rights and remedies Buyer may have under this Agreement, Buyer may terminate the Agreement by delivering written notice thereof to Seller and Escrow Agent in accordance with and notice provisions of this Agreement and the earnest money deposit shall be returned to Buyer.

10. Deliveries at Closing. On or before the Closing Date Buyer and Seller shall deliver or cause to be delivered to each other the documents and items indicated below, which shall be delivered to the Escrow Agent, to hold in escrow (unless otherwise set forth below) at least two (2) Business Days before the Closing Date:

(a) An appropriate “**Seller’s Affidavit**” or other acceptable evidence attesting to the absence of liens, lien rights, rights of parties in possession and other encumbrances (other than the Permitted Exceptions) naming both Buyer and Title Company as benefited parties, so as to enable Title Company to delete the “standard” exceptions for such matters from Buyer’s owner’s policy of title insurance for the respective Premises and otherwise insure any “gap” period occurring between the Closing and the recordation of the closing documents.

(b) A duly executed Warranty Deed with respect to the Premises, subject to no exceptions other than the Permitted Exceptions, in substantially the form attached as **Exhibit “G”**, and otherwise as approved by the Title Company and revised as needed to conform to the requirements of state law for the state in which the Premises is located.

(c) A duly executed Assignment of Licenses, Permits, Plans, Contracts and Warranties for the Premises in the form attached as **Exhibit “F”**, together with all of the documents assigned thereby.

(d) A duly executed Quit Claim Bill of Sale with respect to the Personalty located at for the Premises in the form attached as **Exhibit “H”**.

(e) An appropriate FIRPTA Affidavit or Certificate, evidencing that the Seller is not a foreign person or entity under Section 1445(f)(3) of the Internal Revenue Code, as amended.

(f) A certification that all of the representations and warranties of Seller set forth in Section 13 of this Agreement are true and correct as of the Closing Date.

(g) A Title Commitment from the Title Company for the Premises “marked-up” and effectively dated as of the Closing, deleting all requirements thereunder so as to obligate the Title Company unconditionally to issue to Buyer an original owner’s policy of title insurance for the Premises in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(h) Duly executed counterparts of the closing statement.

(i) Seller shall deliver to Feltrim a cancellation, satisfaction and/or confirmation that the zero percent (0%) loan given by City to Feltrim in an amount not to exceed \$225,000.00 as described in the MOU and various amendments thereto has been cancelled, satisfied and forgiven in its entirety.

(j) Such other closing documents as are reasonably necessary and proper in order to consummate the transaction contemplated by this Agreement.

(k) Buyer shall deliver to Seller on or before the Closing Date:

(i) Duly executed counterparts of the closing statement.

(ii) The Purchase Price, less all the deductions, proration, and credits provided for herein.

(iii) Such other closing documents as are reasonably necessary and proper in order to consummate the transaction contemplated by this Agreement.

11. Closing and Other Costs, Adjustments and Prorations. The Closing costs shall be allocated and other closing adjustments and prorations made between Seller and Buyer as follows:

(a) The Seller shall be charged with all closing costs, except for those closing costs that are specifically the responsibility of Buyer under section 11(b) below, including but not limited to: (i) all real estate conveyance taxes and other transfer taxes, if any, for the Property imposed by state or local authorities (including those transfer taxes customarily paid by a grantee); (ii) costs of removing any lien, assessment or encumbrance required to be discharged hereunder in order to convey title to the Premises as herein provided, including, without limitation, any prepayment penalties or fees incurred in connection therewith; (iii) legal fees and expenses of the Seller's legal counsel; (iv) the cost of the extended owner's policy of title insurance (including any additional premiums to delete the "standard" exceptions for parties in possession, matters of survey and construction lien claims), and all title endorsements that Buyer typically obtains; (v) the cost of all Surveys; (vi) all recording costs, (vi) all costs and fees charged by the Escrow Agent.

(b) The Buyer shall be charged with the following items in addition to the Purchase Price payable to Seller at Closing: (i) legal fees and expenses of Buyer's counsel, (ii) any cost Buyer incurs in inspecting the Property, and (iii) any amount owed to third parties as a result of this transaction, the MOU or any amendments thereto. However, should this Agreement terminate for any reason other than Buyer's default, Buyer shall be able to recover all of its actual costs from the Seller including reasonable attorneys' fees and costs (consistent with the MOU, as amended).

12. Escrow Agent. By its execution hereof, Escrow Agent shall accept the escrow contemplated herein. The Earnest Money Deposit shall be held by the Escrow Agent, in trust, on the terms hereinafter set forth.

(a) After clearance of funds, the Earnest Money Deposit shall be held by Escrow Agent in an account meeting the requirements of Section 3.(a) above, and may be commingled with any funds of the Escrow Agent.

(b) The Escrow Agent shall deliver the Earnest Money Deposit to Seller or to Buyer, as the case may be, under the following conditions:

(i) To Buyer upon receipt of notice of termination of this Agreement by Buyer at any time prior to the expiration of the Inspection Period for any reason or no reason whatsoever.

(ii) To Seller on the Closing Date, provided Closing shall occur pursuant to the Agreement.

(iii) To Seller upon receipt of written demand therefor ("**Seller's Demand for Deposit**") stating that Buyer has defaulted in the performance of Buyer's obligation to close under this Agreement and the facts and circumstances underlying such default, provided, however, that the Escrow Agent shall not honor such demand until more than five (5) days after

the Escrow Agent shall have sent a copy of such demand to Buyer in accordance with the provisions of Section 12.(c) of this Agreement nor thereafter, if the Escrow Agent shall have received a “**Notice of Objection**” (as hereinafter defined) from Buyer within such five (5) day period.

(iv) To Buyer upon receipt of written demand therefor (“**Buyer’s Demand for Deposit**”) stating that this Agreement has been terminated in accordance with the provisions hereof for any reason other than as provided in Section 12.(b)(i) above (including the failure of any condition to Buyer’s obligation hereunder), or that Seller has defaulted in the performance of any of Seller’s obligations under this Agreement and the facts and circumstances underlying the same; provided, however, that the Escrow Agent shall not honor such demand until more than five (5) days after the Escrow Agent shall have sent a copy of such demand to Seller in accordance with the provisions of Section 12.(c) of this Agreement nor thereafter, if the Escrow Agent shall have received a Notice of Objection from Seller within such five (5) day period.

(c) Within two (2) Business days of the receipt by the Escrow Agent of a Seller’s Demand for Deposit or a Buyer’s Demand for Deposit the Escrow Agent shall send a copy thereof to the other party in the manner provided in Section 17 of this Agreement. If the Buyer has made a Demand for Deposit under Section 12.(b)(i) Seller shall have no right to object to the delivery of the Deposit to Buyer and Escrow Agent shall deliver the Deposit to Buyer.

(d) For any Demand for Deposit other than a demand by Buyer under Section 12.(b)(i), the non-demanding party shall have the right to object to the delivery of the Deposit by sending written notice (the “**Notice of Objection**”) of such objection to the Escrow Agent in the manner provided in Section 17 of this Agreement, which Notice of Objection shall be deemed null and void and ineffective if such Notice of Objection is not received by the Escrow Agent within the time periods prescribed in Section 12.(b) of this Agreement. Such notice shall set forth the basis for objecting to the delivery of the Deposit. Upon receipt of a Notice of Objection, the Escrow Agent shall promptly send a copy thereof to the party who sent the written demand.

(e) In the event the Escrow Agent shall have received the Notice of Objection within the time periods prescribed in Section 10.(b) of this Agreement, the Escrow Agent shall continue to hold the Earnest Money Deposit until (i) the Escrow Agent receives written notice from Seller and Buyer directing the disbursement of the Earnest Money Deposit, in which case the Escrow Agent shall then disburse the Earnest Money Deposit in accordance with such joint direction, or (ii) litigation shall occur between Seller and Buyer, in which event the Escrow Agent shall deliver the Earnest Money Deposit to the clerk of the court in which said litigation is pending, or (iii) the Escrow Agent takes such affirmative steps as the Escrow Agent may, at the Escrow Agent’s option, elect in order to terminate the Escrow Agent’s duties including, but not limited to, drawing upon the letter(s) of credit and depositing the Earnest Money Deposit in the appropriate court for Orange County, Florida and bringing an action for interpleader, the costs thereof to be deducted from the amount so deposited into the registry of the court; provided, however, that upon disbursement of the deposited amount pursuant to court order or otherwise, the prevailing party shall be entitled to collect from the losing party the amount of such costs and expenses so deducted by the Escrow Agent.

(f) The duties of the Escrow Agent are only as herein specifically provided, and Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence as long as the Escrow Agent has acted in good faith. The Seller and Buyer each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder.

(g) Upon making delivery of the Earnest Money Deposit in the manner herein provided, the Escrow Agent shall have no further liability hereunder.

(h) The Escrow Agent shall either execute this Agreement or indicate in writing that it has accepted the role of Escrow Agent pursuant to this Agreement which in either case will confirm that the Escrow Agent is holding and will hold the Earnest Money Deposit in escrow, pursuant to the provisions of this Agreement.

13. Seller's Covenants, Representations and Warranties. In order to induce Buyer to enter into this Agreement and purchase the Property, Seller makes the following covenants, representations and warranties:

(a) Seller has obtained all necessary authorizations and consents to enable it to execute and deliver this Agreement and to consummate the transaction contemplated hereby.

(b) Seller holds fee simple title to the Property, free of all liens, assessments and encumbrances except for the applicable Permitted Exceptions.

(c) Seller has no knowledge of any condition or state of facts which would preclude, limit or restrict the business operations conducted or contemplated by this transaction.

(d) Except for construction warranties with respect to the Improvements, there are no service or maintenance contracts affecting the Premises to which Seller is a party or by which Seller is bound which shall survive Closing.

(e) To the best of Seller's knowledge, the Premises and the use thereof by Buyer and the condition thereof do not violate any applicable deed restrictions, zoning or subdivision regulations, urban redevelopment plans, local, state or federal environmental law or regulation or any building code or fire code applicable to the Premises.

(f) To the best of Seller's knowledge, there is no pending or threatened litigation or other proceeding affecting the Premises.

(g) To the best of Seller's knowledge, there is no pending or threatened or contemplated taking or eminent domain action affecting the Premises.

(h) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and Seller shall certify its taxpayer identification number at Closing.

(i) To the best of Seller's knowledge, there are no federal, state, county or municipal plans to restrict or change access from any highway or road to the Premises.

(j) To the best of Seller's knowledge and belief, except as disclosed in the Phase I Reports, no Hazardous Materials have been, stored, treated, disposed of or incorporated into, on or around the Premises in violation of any applicable statutes, ordinances or regulations, and the Premises are in compliance with all applicable environmental, health and safety requirements.

(k) There are no leases on the Premises as of the date hereof.

(l) Seller has delivered to Buyer all of the items Seller is and was required to deliver pursuant to Section 5 of this Agreement.

(m) Seller warrants that, other than as may be disclosed in the foregoing representations and warranties, Seller has no knowledge of any other fact(s) materially affecting the value or desirability of the Property whether or not said fact(s) is/are readily observable.

All of the representations, warranties and agreements of Seller set forth herein and elsewhere in this Agreement shall be true upon the execution of this Agreement and shall be considered reaffirmed as of the Closing Date and shall survive the Closing Date whether or not Seller signs a reaffirmation certificate at Closing.

14. Eminent Domain. If prior to the date of the Closing, Seller acquires knowledge of any pending or threatened action, suit or proceeding to condemn or take all or any part of the Premises under the power of eminent domain, then Seller shall immediately give notice thereof to Buyer. In such event, at Buyer's option, Buyer may terminate this Agreement.

15. Casualty. If prior to the date of the Closing the Property, or any portion thereof, shall be damaged or destroyed by reason of fire, storm, accident or other casualty, then Seller shall immediately give notice thereof to Buyer. In such event, the Buyer, at its option, may terminate this Agreement. If Buyer elects not to terminate this Agreement, Buyer shall be entitled to all insurance proceeds and a credit at Closing in the amount of any deductible.

16. Default and Remedies. In the event either party defaults in the performance of any of the covenants or obligations required to be observed or performed by such party (such defaulting party being hereinafter referred to as the "Defaulting Party") pursuant to the terms of this Agreement, the non-defaulting party ("Non-Defaulting Party") before seeking any remedies hereunder, shall provide the Defaulting Party with written notice of such default ("Default Notice"). Defaulting Party shall have ten (10) Business Days from receipt of such Default Notice to cure such default before the Non-Defaulting Party may exercise the remedies set forth in Subsection 16.(b) and 16.(c) below.

(b) In the event Buyer breaches or defaults under any of the terms of this Agreement prior to or on the Closing Date, the sole and exclusive remedy of Seller shall be to receive from Escrow Agent the Earnest Money Deposit, and Buyer shall have no right therein. Buyer and Seller acknowledge and agree that (i) the Earnest Money Deposit and any interest earned thereon if received in accordance with the terms of this Agreement is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of Closing to occur due to a default of Buyer under this Agreement; (ii) the actual damages suffered and costs incurred

by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Agreement would be extremely difficult and impractical to determine; (iii) Buyer seeks to limit its liability under this Agreement to the amount of the Earnest Money Deposit, and any interest earned thereon if the transaction contemplated by this Agreement does not close due to a default of Buyer under this Agreement; and (iv) such amount shall be and constitute valid liquidated damages.

(c) In the event Seller defaults under any of the terms of this Agreement on or prior to the Closing Date, Buyer shall be entitled to (i) compel specific performance of this Agreement, in which event Buyer may also recover all of its out of pocket costs incurred as a result of said default, and/or (ii) if specific performance is not possible or if Buyer elects not to pursue specific performance, receive a refund of the Earnest Money Deposit and recover its actual out of pocket costs incurred as a result of such default. In the event Seller defaults by breaching a representation or warranty under Section 13. of this Agreement and such default is not discovered until after the Closing, Buyer shall be entitled to recover all actual damages incurred by Buyer as a result of said default of Seller.

17. Notices. All notices, elections, requests and other communication hereunder shall be in writing and shall be deemed given (i) when personally delivered, or (ii) two (2) Business Days after being deposited in the United States mail, postage prepaid, certified or registered, or (iii) the next Business Day after being deposited with a recognized overnight mail or courier delivery service, (iv) when transmitted by facsimile or telecopy transmission, with receipt acknowledge upon transmission, or (v) when sent via electronic mail; addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

If to Seller:	City of Haines City
with a copy to:	Fred Reilly
If to Buyer:	Garrett J. Kenny 116 Kenny Boulevard Haines City, Florida garrett@feltrim.com
with a copy to:	Hagood Law Group Attention: Peter P. Hagood, Esquire 451 Maitland Avenue Altamonte Springs, Florida 32701 Phone: (321) 285-1900 Fax: (321) 285-1888 phagood@hagoodlawgroup.com
If to Escrow Agent:	Hagood Law Group Attention: Peter P. Hagood, Esquire 451 Maitland Avenue Altamonte Springs, Florida 32701 Phone: (321) 285-1900

Fax: (321) 285-1888
phagood@hagoodlawgroup.com

18. Brokerage Commissions. Seller and Buyer each warrant to the other party that no finders or brokers have been involved with the introduction of Seller and Buyer and/or the purchase and sale of the Property. In the event of a breach of the foregoing warranties, the breaching party agrees to save, defend, indemnify and hold harmless the non-breaching party from and against any claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees. The obligations of this Section shall survive the Closing or earlier termination of this Agreement.

19. Miscellaneous Provisions. Assignment; Binding Effect. Buyer may assign all of its rights and obligations hereunder, without the consent of Seller, to any entity which is owned, controlled, managed or advised by Buyer or any affiliate of Buyer; provided however, that any assignee of Buyer shall assume all of the obligations of Buyer hereunder. Seller shall not assign its rights and obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

(b) Captions. The several headings and captions of the Sections and subsections used herein are for convenience of reference only and shall in no way be deemed to limit, define or restrict the substantive provisions of this Agreement.

(c) Entire Agreement. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the purchase and sale of the Property, and supersedes any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by both Seller and Buyer.

(d) Time of Essence. Time is of the essence with respect to the performance of all of the terms, conditions and covenants of this Agreement.

(e) Cooperation. Buyer and Seller shall cooperate fully with each other to carry out effectively the purchase and sale of the Property, in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein, and shall execute such instruments and perform such acts as may be reasonably requested by either party hereto.

(f) Governing Law and Venue. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws and customs of the State of Florida. Seller and Buyer agree that any dispute arising out of this Agreement, the subject matter of this Agreement, the Property or the transaction between Seller and Buyer, whether brought in contract or tort or at common law, shall be subject to the jurisdiction and venue of the courts located in Polk County, Florida. This paragraph shall survive closing or the early termination of this Agreement.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

(h) Attorneys' Fees. In the event any party to this Agreement should bring suit against the other party in respect to any matters provided for herein, the prevailing party shall be entitled to recover from the non-prevailing party its costs of court, legal expenses and reasonable attorneys' fees whether incurred before, during or after trials or an appeal or in litigating entitlement to attorney's fees and costs, as well as determining the amount of recoverable attorney's fees and costs. As used herein, the "prevailing party" shall include, without limitation, any party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action. This paragraph shall survive Closing or the early termination of this Agreement.

(i) Certain References. As used in this Agreement, the words "hereof," "herein," "hereunder" and words of similar import shall mean and refer to this entire Agreement and not to any particular article, section or paragraph of this Agreement, unless the context clearly indicates otherwise.

(j) Time Periods. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a "calendar" day basis. If any day for performance, approval, delivery or review shall fall on a Saturday, Sunday or legal holiday, the time therefor shall be extended to the next Business Day.

(k) Authority. Each person executing this Agreement, by his or her execution hereof, represents and warrants that they are fully authorized to do so, and that no further action or consent on the part of the party for whom they are acting is required to the effectiveness and enforceability of this Agreement against such party following such execution.

(l) Severability. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(m) Waiver. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

(n) Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties hereto shall be deemed to create the relationship between the parties hereto other than the relationship of seller and buyer.

(o) No Recordation. Neither this Agreement nor any notice or memorandum thereof shall be recorded in the public record of any jurisdiction.

(p) Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO

AGAINST THE OTHER ON, OR IN RESPECT OF, ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF BUYER AND SELLER HEREUNDER, OR ARISING OUT OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(q) Specially Designated Nationals and Blocked Persons. Seller represents and warrants to Buyer that (I) Seller, and each Person owning an interest in Seller is (aa) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the Department of the Treasury (“OFAC”) and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the “List”), and (bb) not currently a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (II) none of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by, any Embargoed Person, (III) no Embargoed Person has any interest of any nature whatsoever in Seller, (whether directly or indirectly), (IV) none of the funds or other assets of Seller have been derived from any unlawful activity with the result that the investment in Seller is prohibited by law or that this Agreement is in violation of law, and (V) Seller has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term “Embargoed Person” means any Person or government subject to trade restrictions under U.S. law, including without limitation, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Seller is prohibited by law or Seller is in violation of law. The term “Person” means any natural person, corporation, company, partnership, trust or other business entity. Seller covenants and agrees (I) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (II) to immediately notify Buyer in writing if any of the representations, warranties or covenants set forth in this Section are no longer true or have been breached or if Seller has a reasonable basis to believe that they may no longer be true or have been breached, (III) not to use funds from any “Prohibited Person” (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Buyer under this Agreement and (IV) at the request of Buyer, to provide such information as may be requested by Buyer to determine Seller’s compliance with the terms hereof.

(r) Confidentiality. The terms of this Agreement supersede and replace in their entirety any and all non-disclosure agreements, confidentiality agreements and similar agreements between Seller and Buyer and/or Buyer’s affiliates that may have been entered into prior to the date of this Agreement. Seller agrees not to issue any press release or other public disclosure using the name, logo or otherwise referring to Buyer any of their affiliates or the transaction without the prior written consent of Buyer, in Buyer’s sole and absolute discretion. To the extent possible, the Seller and Seller’s agents and representatives agree to keep this Agreement confidential, and shall not, without the prior written consent of Buyer, which consent may be withheld in Buyer’s sole and absolute discretion, disclose the existence or terms of this Agreement to any other person or entity (other than Seller’s accountants, attorneys, or agents who need to know and who Seller has

directed to treat such information as confidential). The terms of this Section shall survive Closing under this Agreement.

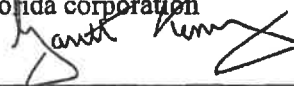
(s) City Parcel 2 Division. The City agrees to divide City Parcel 2 into two separate parcels with separate legal descriptions and parcel identification numbers. The City shall be responsible for all costs associated with the division of City Parcel 2 into City Parcel 2A and City Parcel 2B. The division of Parcel 2 shall occur immediately prior to the closing of the transaction contemplated herein.

(t) Mediation. Disputes arising under this Agreement must first be mediated by a Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Mediate First shall be selected by striking names from the mediators in that Group. The parties agree to mediate in good faith, be bound by the Mediation Agreement (if any), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation.

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Purchase and Sale Contract on the date first above written.

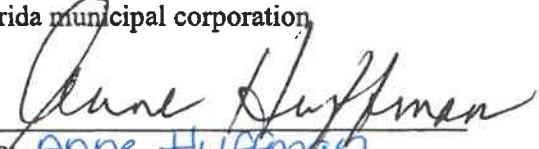
BUYER:

FELTRIM DEVELOPMENT N.A., INC.,
a Florida corporation

By: 
Name: garrett kenny
Title: _____
Date: August 1st 2022

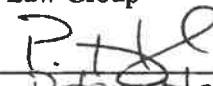
SELLER:

CITY OF HAINES CITY,
a Florida municipal corporation

By: 
Name: Anne Huffman
Title: Mayor
Date: August 4, 2022

ESCROW AGENT:


Hagood Law Group

By: 
Name: Peter Hagood
Title: Managing Member
Date: August 3rd, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Purchase and Sale Contract on the date first above written.

BUYER:

FELTRIM DEVELOPMENT N.A., INC.,
a Florida corporation

By: 
Name: garrett kenny
Title: _____
Date: August 1st 2022

SELLER:

CITY OF HAINES CITY,
a Florida municipal corporation

By: _____
Name: _____
Title: _____
Date: August __, 2022

ESCROW AGENT:

Hagood Law Group

By: _____
Name: _____
Title: _____
Date: August __, 2022

EXHIBIT A

DESCRIPTION OF THE PREMISES – CITY PARCEL 1

HAINES CITY PB 3 PG 11 & 12 BLK 74 LOTS 4 5 14 & 15, lying and being in Polk County, Florida.

Parcel ID No. 27-27-29-783000-074040

EXHIBIT B

DESCRIPTION OF THE PREMISES – CITY PARCEL 2

HAINES CITY PB 3 PG 11 & 12 BLK 74 LOTS 4 5 14 & 15, lying and being in Polk County, Florida.

Parcel ID No. 27-27-29-783000-067040

EXHIBIT C

DESCRIPTION OF THE PREMISES – CITY PARCEL 2A

[TO BE INSERTED]

EXHIBIT D

DESCRIPTION OF THE PREMISES – CITY PARCEL 2B

[TO BE INSERTED]

EXHIBIT E

Depiction of Feltrim Building on City Parcel 2A and Municipal Parking Garage on City Parcel 2B

EXHIBIT F

**ASSIGNMENT OF LICENSES, PERMITS,
PLANS, CONTRACTS AND WARRANTIES**

THIS ASSIGNMENT OF LICENSES, PERMITS, PLANS, CONTRACTS AND WARRANTIES (this "**Assignment**") is entered into and effective as of the ____ day of _____, 202__, by _____, having a mailing address at _____ ("**Assignor**") in favor of _____, having a mailing address at _____ ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor has this day conveyed to Assignee certain real property situate in Scott County, Iowa, more particularly described on **Exhibit A** attached hereto and made a part hereof, together with all improvements thereon (the "**Real Property**"); and

WHEREAS, in conjunction with the conveyance of the Real Property, Assignor has agreed to assign all of its right, title and interest in and to certain licenses, permits, plans, contracts and warranties relating to the design, development, construction, ownership, operation, management and use of the Real Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Assignment.** Assignor does, to the extent permitted by law, hereby transfer, assign and set over to Assignee to the extent assignable all of Assignor's right, title and interest in and to (i) all general intangibles relating to the design, development, construction, ownership, operation, management and use of the Real Property, (ii) all certificates of occupancy, zoning variances, licenses, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the design, development, construction, ownership, operation, management and use of the Real Property, (iii) all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, engineering reports and similar materials relating to the Real Property, and (iv) all contract rights (including without limitation rights to indemnification), payment and performance bonds or warranties or guaranties relating to the Real Property.

2. **Further Assurances.** Assignor covenants with Assignee that it will execute or procure any additional documents necessary to establish the rights of Assignee hereunder and shall, at the cost of Assignee, take such action as Assignee shall reasonably request to enforce any rights under the Licenses, Permits, Plans, Contracts and Warranties that are, by their terms, not assignable to Assignee.

3. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date set forth above.

By: _____
Name Printed: _____
Its: _____

EXHIBIT G

Warranty Deed

THIS INSTRUMENT WAS PREPARED BY:

Peter P. Hagood
Hagood Law Group
451 Maitland Avenue,
Altamonte Springs Florida 32701

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

EXHIBIT H

QUIT CLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, **CITY OF HAINES CITY** whose address is _____, hereinafter referred to as "**Grantor**," for and in consideration of the sum of TEN AND NO/DOLLARS (\$10.00) paid by **FELTRIM DEVELOPMENT N.A., INC.**, a Florida corporation, whose address is _____, hereinafter referred to as "**Grantee**," the sufficiency and receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Grantee, its successors and assigns, any and all of its right, title and interest in and to all items, goods, chattels, equipment and other tangible personal property which are presently existing and located on and used or useful in connection with the construction, maintenance and operation of the real property described on **Exhibit A** attached hereto, without warranty of any kind.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it effective as of the ____ day of _____.

By: _____
Name: _____
Its: _____

(CORPORATE SEAL)



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commission

Through: James R. Elensky, City Manager

From: Richard Greenwood, Development Services Director

Date: September 7, 2023

Subject: Resolution No. 23-1756 – Notice of Intent to Vacate Right-of-Way – Liberty Trace

Executive Summary

Adopt a Resolution which sets forth the Notice of Intent to vacate an existing right-of-way situated at the southern boundary of the Liberty Trace project, and located south of Hinson Avenue and east of the proposed Joel Massey Road extension.

Staff Contact: Richard Greenwood, Director of Development Services

Introduction

The intent of this item is to request to adopt a Resolution establishing the Notice of Intent to vacate a certain right-of-way that is situated at the southern boundary of the Liberty Trace project, and is located south of Hinson Avenue and east of the Joel Massey Road extension.

Background

This right-of-way has provided access to properties abutting the southern boundary of the Liberty Trace project as well as to the east. The existing right-of-way is not a straight alignment and as such, it creates an issue with the proposed lot layout for the Liberty Trace project.

The legal description for the right-of-way that the developer is seeking to be vacated is as follows:

SEE ATTACHED SURVEY AND LEGAL DESCRIPTION
TO RESOLUTION NO. 23-1756

Further, with the vacating of this right-of-way, a 15-foot easement will be established in its place by a Final Plat for ingress and egress to adjoining properties.

Organizational Goal(s)

Economic: Foster an environment that attracts economic opportunity and sustains economic viability.

Budget Impact

There is no budget impact for the 2022-2023 Fiscal Year.

Recommendation

Adopt Resolution No. 23-1756, providing for the Notice of Intent to vacate an existing right-of-way, situated at the southern boundary of the Liberty Trace project and located south of Hinson Avenue and east of the proposed Joel Massey Road extension.

RESOLUTION NO. 23-1756

A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA, PROVIDING A NOTICE OF INTENT FOR VACATING AN EXISTING RIGHT-OF-WAY LYING AT THE SOUTHERN BOUNDARY OF THE LIBERTY TRACE SUBDIVISION PROJECT AND SOUTH OF HINSON AVENUE AND EAST OF THE JOEL MASSEY ROAD EXTENSION, LOCATED IN HAINES CITY, POLK COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Haines City has received a written request, for the vacation of a right-of-way easement at the southern boundary of the Liberty Trace subdivision project and located south of Hinson Avenue and east of the Joel Massey Road extension and further described as follows:

SEE ATTACHED COMPOSITE EXHIBIT A

And;

WHEREAS, no City Water or Sewer services will be affected by this request; and

WHEREAS, no objections or concerns have been identified at this time regarding the closure of the right-of-way.

WHEREAS, the Developer will provide a 15-foot easement for ingress and egress for the properties to the south and to the east for access and create a straight alignment;

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Haines City as follows:

SECTION ONE.

1. That the City Commission of the City of Haines City declares the notice of intent to vacate an existing, unimproved right-of-way and described as depicted on the map and legal descriptions attached hereto as Composite Exhibit A;
2. That a copy of this Resolution shall be served upon the persons whose properties abuts the said property affected by the proposed vacation and shall be published once in the News Chief, a newspaper of general circulation in Polk County, Florida.
3. That a public hearing shall be held before the City Commission at 7:00 p.m., on September 21, 2023, at which time objections thereto shall be heard on the Notice of Intent to Vacate.

SECTION TWO. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

SECTION FOUR. That this resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on first reading in regular session of the City Commission of the City of Haines City, Florida, this 7th day of September, 2023.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk

H. L. "Roy" Tyler, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

COMPOSITE EXHIBIT A

SKETCH OF DESCRIPTION

SECTION 27, TOWNSHIP 27 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION (UNNAMED STREET VACATION)

A parcel of land lying in the Southeast 1/4 of Section 27, Township 27 South, Range 27 East and encompassing an Unnamed Street as shown in Map Book 7 Page 47, all lying and being in Polk County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 27; thence N.89 degrees 44'53"E., on the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 27, a distance of 50.00 feet to a point on the East right of way line of Joel Massey Road; thence N.00 degrees 17'10"W., on the East right of way line of said Joel Massey Road, a distance of 2.29 feet to the Intersection of the East right of way line of said Joel Massey Road and the South maintained right of way line of said Unnamed Street and the POINT OF BEGINNING; thence on the South maintained right of way line of said Unnamed Street the following seven (7) courses, (1) N.87 degrees 07'33"E., a distance of 50.40 feet, (2) 86 degrees 33'10"E., a distance of 100.00 feet, (3) N.87 degrees 07'33"E., a distance of 100.00 feet, (4) N.84 degrees 50'07"E., a distance of 100.08 feet, (5) N.89 degrees 24'59"E., a distance of 100.08 feet, (6) S.87 degrees 44'27"E., a distance of 98.97 feet and (7) S.84 degrees 46'04"E., a distance of 45.01 feet to a point on the East maintained right of way line of said Unnamed Street; thence N.03 degrees 57'33"E., on the East maintained right of way line of said Unnamed Street, a distance of 11.00 feet to a point on the North maintained right of way line of said Unnamed Street; thence on the North maintained right of way line of said Unnamed Street the following seven (7) courses, (1) N.84 degrees 46'04"W., a distance of 45.01 feet, (2) N.85 degrees 30'03"W., a distance of 100.84 feet, (3) S.88 degrees 50'39"W., a distance of 100.05 feet, (4) S.84 degrees 50'07"W., a distance of 100.08 feet, (5) S.87 degrees 07'33"W., a distance of 100.00 feet, (6) S.86 degrees 33'10"W., a distance of 100.00 feet and (7) S.87 degrees 07'33"W., a distance of 49.72 feet to a point on the East right of way line of said Joel Massey Road; thence S.00 degrees 17'10"E., on the East right of way line of said Joel Massey Road, a distance of 15.02 feet to the POINT OF BEGINNING.

Parcel contains 0.20 acres, more or less.

SURVEYOR'S REPORT

1. This sketch not valid unless embossed or stamped with a surveyor's seal.
2. Underground encroachments such as utilities and foundations, that may exist, have not been located.
3. Parcel numbers, owners name, address and property use shown hereon obtained from the Polk County Property Appraisers web site.
4. Legal description shown hereon prepared by the undersigned surveyor.
5. This is NOT a Boundary Survey.
6. This sketch does not represent a field survey.
5. Bearings shown hereon are relative to Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the South line of the Northwest 1/4 of the Southeast 1/4 of Section 27, Township 27 South, Range 27 East, Polk County, Florida as being N.89 degrees 44'53"E.
6. Parcel contains 0.20 acres more or less.
7. This sketch was prepared without the benefit of a Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida.

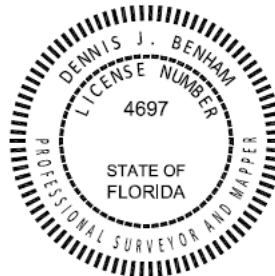
SURVEYOR'S CERTIFICATE

I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation of the land shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Chapter 5J-17, Florida Administrative Code.



06/05/23

Dennis J. Benham
Professional Surveyor and Mapper No. 4697
State of Florida

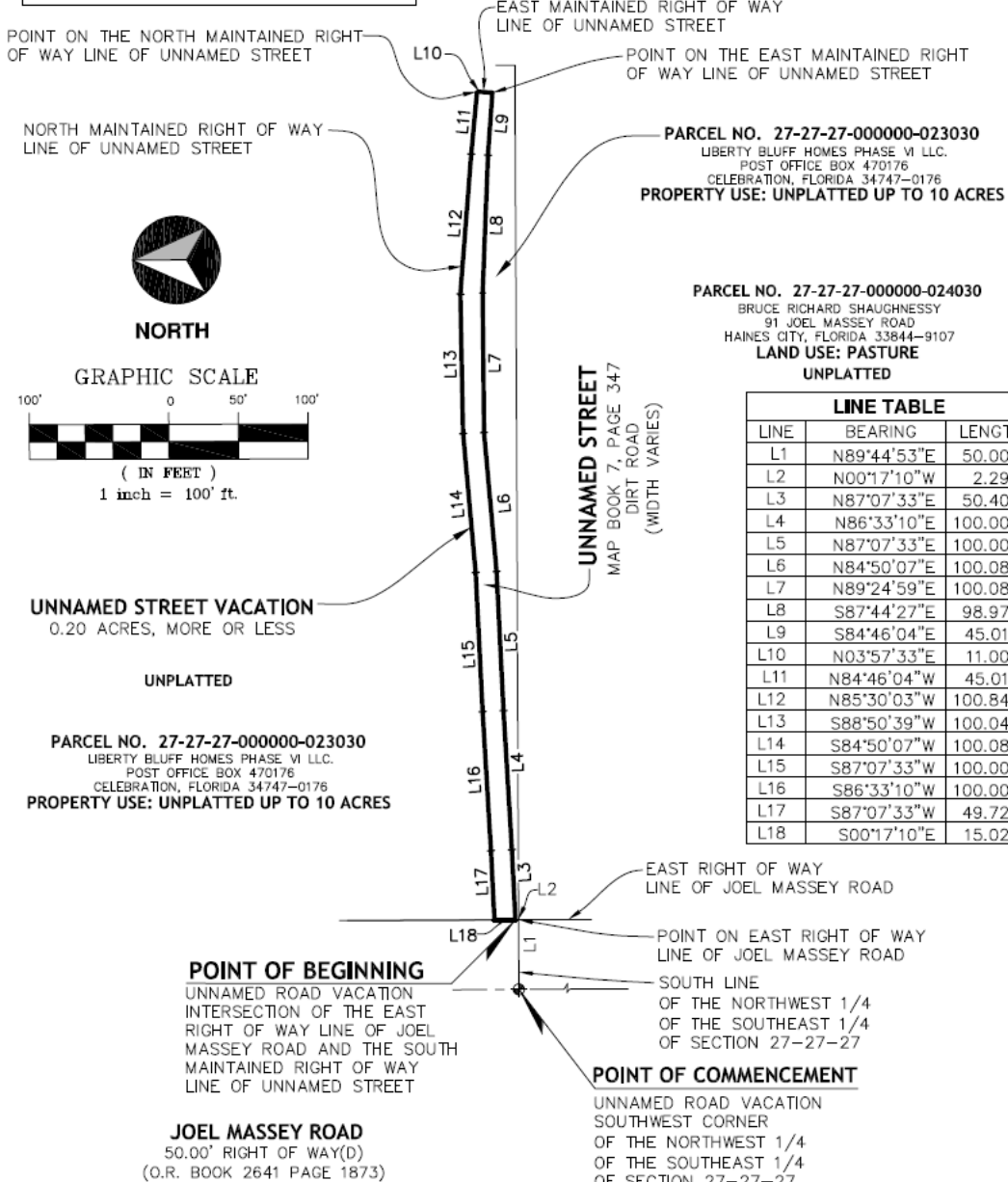


PREPARED BY: ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211	PREPARED FOR: DAVE SCHMITT ENGINEERING, INC. 12301 LAKE UNDERHILL ROAD SUITE 241 ORLANDO, FLORIDA 32828	CREW CHIEF: N/A	PROJECT # LIBERTY
		DRAWN BY: BB	DATE: 06/02/23
SHEET NAME: SKETCH OF DESCRIPTION UNNAMED STREET VACATION POLK COUNTY, FLORIDA		CHECKED BY: D.J.B.	SHEET 1 OF 2
		REVISION DATE:	

SKETCH OF DESCRIPTION

SECTION 27, TOWNSHIP 27 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY



PARCEL NO. 27-27-27-000000-023030
LIBERTY BLUFF HOMES PHASE VI LLC.
POST OFFICE BOX 470176
CELEBRATION, FLORIDA 34747-0176
PROPERTY USE: UNPLATTED UP TO 10 ACRES

PARCEL NO. 27-27-27-000000-024030
BRUCE RICHARD SHAUGHNESSY
91 JOEL MASSEY ROAD
HAINES CITY, FLORIDA 33844-9107
LAND USE: PASTURE
UNPLATTED

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°44'53"E	50.00'
L2	N00°17'10"W	2.29'
L3	N87°07'33"E	50.40'
L4	N86°33'10"E	100.00'
L5	N87°07'33"E	100.00'
L6	N84°50'07"E	100.08'
L7	N89°24'59"E	100.08'
L8	S87°44'27"E	98.97'
L9	S84°46'04"E	45.01'
L10	N03°57'33"E	11.00'
L11	N84°46'04"W	45.01'
L12	N85°30'03"W	100.84'
L13	S88°50'39"W	100.04'
L14	S84°50'07"W	100.08'
L15	S87°07'33"W	100.00'
L16	S86°33'10"W	100.00'
L17	S87°07'33"W	49.72'
L18	S00°17'10"E	15.02'

UNNAMED STREET VACATION
0.20 ACRES, MORE OR LESS
UNPLATTED

PARCEL NO. 27-27-27-000000-023030
LIBERTY BLUFF HOMES PHASE VI LLC.
POST OFFICE BOX 470176
CELEBRATION, FLORIDA 34747-0176
PROPERTY USE: UNPLATTED UP TO 10 ACRES

JOEL MASSEY ROAD
50.00' RIGHT OF WAY(D)
(O.R. BOOK 2641 PAGE 1873)

PREPARED BY:
ACCURATE SURVEYING OF FLORIDA, INC.
4206 NATIONAL GUARD DRIVE
PLANT CITY, FLORIDA 33563
(813) 645-2300
LICENSE BUSINESS NO. 8211

PREPARED FOR:
DAVE SCHMITT ENGINEERING, INC.
12301 LAKE UNDERHILL ROAD
SUITE 241
ORLANDO, FLORIDA 32828

SHEET NAME:
SKETCH OF DESCRIPTION
UNNAMED STREET VACATION
POLK COUNTY, FLORIDA

CREW CHIEF: N/A	PROJECT # LIBERTY
DRAWN BY: BB	DATE: 06/02/23
CHECKED BY: D.J.B.	SHEET 2 OF 2
REVISION DATE:	



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Fred Reilly, City Attorney

Date: September 7, 2023

Subject: Resolution No. 23-1758 Florida Housing Finance Corporation Certification Forms for the Trinity Village Project

Executive Summary

The intent of this business item is to consider a Resolution which would authorize execution of three (3) Florida Housing Finance Corporation Certification Forms for the Trinity Village project.

Staff Contact: Fred Reilly, City Attorney

Introduction

The intent of this business item is to consider a Resolution which would authorize execution of three (3) Florida Housing Finance Corporation Certification Forms for the Trinity Village project.

Background

The City Commission of the City of Haines City, Florida (the “City”) has received a request to approve a development of housing that is affordable on a parcel of land zoned R-2 Single Family Residential. Green Mills Holdings, LLC (GM) is an experienced Florida-based real estate company engaged in developing affordable and workforce housing communities serving families and seniors. Established in 2011, Green Mills has completed the development of 1008 apartment homes, across 11 communities, utilizing financing from the Florida Housing Finance Corporation and private sources. The principals have experience developing over 10,000 units of affordable housing throughout the State of Florida. The LGAO Affordable Housing Project proposed by Trinity/Green Mills will consist of approximately 9.08 acres located at 2795 N. 10th Street, Haines City, FL 33844 (the “LGAO Affordable Housing Project”) and described as:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 THRU 63 TRACTS 17 & 18 IN SW1/4 & LESS R/W AS DESC IN OR 4958-1983, HAINES CITY, POLK COUNTY, FLORIDA.

Parcel ID: 272716740500041700

The LGAO Affordable Housing Project will include an affordable rental housing community of up to 3 stories and consisting of up to Eighty (80) apartment homes with a mix of one and two-bedroom apartment homes reserved for seniors aged 55+. Amenities will include a clubroom, fitness center, game room, business center, swimming pool, outdoor barbecue, gazebo, and dog park. Income and rents will be restricted to no more than 80% of the Polk County AMI, as published annually by Florida Housing Finance Corporation.

The proposed LGAO Affordable Housing Project is anticipated to pay \$900,000 in City impact fees and \$500,000 in utility connection fees.

In order to qualify for the LGAO funding preference, the applicant is required to obtain the following Florida Housing Finance Corporation Certification Forms from the governing body where the proposed affordable housing project will be located:

- A. Florida Housing Finance Corporation Local Government Verification of Contribution – Loan Form (attached hereto as Exhibit “A”);
- B. Florida Housing Finance Corporation Local Government Verification That Development Is Consistent With Zoning And Land Use Regulations (attached hereto as Exhibit “B”); and
- C. Florida Housing Finance Corporation Local Government Verification Of Status of Site Plan Approval For Affordable Housing Development (attached hereto as Exhibit “C”).

Organizational Goal(s)

Infrastructure: Develop and maintain infrastructure policies that foster affordable housing within the community.

Budget Impact

There is no immediate direct budget impact related to the adoption of the proposed Resolution

Recommendation

Staff recommends approval of proposed Resolution.

RESOLUTION NO. 23-1758

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HAINES CITY, FLORIDA AUTHORIZING THE EXECUTION OF FLORIDA HOUSING FINANCE CORPORATION CERTIFICATION FORMS IN RELATION TO TRINITY VILLAGE AS A LOCAL GOVERNMENT AREA OF OPPORTUNITY AFFORDABLE HOUSING PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL OF FLORIDA HOUSING FINANCE CORPORATION CERTIFICATION FORMS; PROVIDING FOR AUTHORITY TO EXECUTE FLORIDA HOUSING FINANCE CORPORATION CERTIFICATIONS FORMS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Haines City, Florida (the “City”) has received a Local Government Area of Opportunity loan funding request (“LGAO”) from Trinity Worship Center International Ministries, Inc., (“Trinity”), 2795 N. 10th St, Haines City, FL 33844, and Green Mills Holdings, LLC, (“Green Mills”), 3323 W. Commercial Blvd., Suite E220, Fort Lauderdale, FL 33309 (hereinafter collectively referred to as “Trinity/Green Mills”); and

WHEREAS, the LGAO loan from the local government is a critical component to submitting a competitive application for 9% Low Income Housing Tax Credits (LIHTC) to the Florida Housing Finance Corporation (“FHFC”); and

WHEREAS, Green Mills Holdings, LLC (GM) is an experienced Florida-based real estate company engaged in developing affordable and workforce housing communities serving families and seniors. Established in 2011, Green Mills has completed the development of 1008 apartment homes, across 11 communities, utilizing financing from the Florida Housing Finance Corporation and private sources. The principals have experience developing over 10,000 units of affordable housing throughout the State of Florida; and

WHEREAS, the LGAO project proposed by Trinity/Green Mills will consist of

approximately 9.08 acres located at 2795 N. 10th Street, Haines City, FL 33844 (the “LGAO Project”) and described as:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 THRU 63 TRACTS 17 & 18 IN SW1/4 & LESS R/W AS DESC IN OR 4958-1983, HAINES CITY, POLK COUNTY, FLORIDA.

Parcel ID: 272716740500041700

WHEREAS, the real property for the LGAO Project proposed by Trinity/Green Mills is located on real property that is zoned for residential use; and

WHEREAS, the LGAO Project will include an affordable rental housing community of up to 3 stories and consisting of up to Eighty (80) apartment homes with a mix of one and two-bedroom apartment homes reserved for seniors aged 55+. Amenities will include a clubroom, fitness center, game room, business center, swimming pool, outdoor barbecue, gazebo, and dog park. Income and rents will be restricted to no more than 80% of the Polk County AMI, as published annually by Florida Housing Finance Corporation; and

WHEREAS, the proposed LGAO Project is anticipated to pay \$900,000 in City impact fees and \$500,000 in utility connection fees; and

WHEREAS, in order to qualify for the LGAO funding preference, the minimum loan amount for Polk County is \$460,000. The typical loan terms are 1% interest only with a term of 30 years. The loan may be contingent on Green Mills receiving an allocation of LIHTC, Green Mills obtaining building permits, or even receiving a certificate of occupancy once the community is built; and

WHEREAS, in order to qualify for the LGAO funding preference, the applicant is required to obtain the following Florida Housing Finance Corporation Certification Forms from the governing body where the proposed affordable housing project will be located:

- A. Florida Housing Finance Corporation Local Government Verification of

- Contribution – Loan Form (attached hereto as Exhibit “A”);
- B. Florida Housing Finance Corporation Local Government Verification That Development Is Consistent With Zoning And Land Use Regulations (attached hereto as Exhibit “B”); and
- C. Florida Housing Finance Corporation Local Government Verification Of Status of Site Plan Approval For Affordable Housing Development (attached hereto as Exhibit “C”).

WHEREAS, the City Commission’s approval of the Florida Housing Finance Corporation Certification Forms in relation to the Trinity Village affordable housing project is in the best interests of the citizens of the City of Haines City, Florida.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Haines City as follows:

Section 1. Recitals Incorporated: The provisions set forth in the recitals are hereby adopted by the City Commission as the legislative findings and intent pertaining to this Resolution.

Section 2. Statement of Approval of Florida Housing Finance Corporation Certification Forms. The City of Haines City, Florida hereby expresses its approval of the following Florida Housing Finance Corporation Certification Forms in relation to the Trinity Village affordable housing project:

- A. Florida Housing Finance Corporation Local Government Verification of Contribution – Loan Form (attached hereto as Exhibit “A”);

B. Florida Housing Finance Corporation Local Government Verification That Development Is Consistent With Zoning And Land Use Regulations (attached hereto as Exhibit “B”); and

C. Florida Housing Finance Corporation Local Government Verification Of Status of Site Plan Approval For Affordable Housing Development (attached hereto as Exhibit “C”).

Section 3. Execution of the Florida Housing Finance Corporation Certification Forms.

The City Manager of the City of Haines City, Florida is hereby expressly authorized to execute the Florida Housing Finance Corporation Certification Forms in substantially the form shown in the following Certification Forms:

A. Florida Housing Finance Corporation Local Government Verification of Contribution – Loan Form (attached hereto as Exhibit “A”);

B. Florida Housing Finance Corporation Local Government Verification That Development Is Consistent With Zoning And Land Use Regulations (attached hereto as Exhibit “B”); and

C. Florida Housing Finance Corporation Local Government Verification Of Status of Site Plan Approval For Affordable Housing Development (attached hereto as Exhibit “C”).

Section 4. Conflicts. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 5. Severability. The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of

competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Haines City, Florida, in a regular session, this 7th day of September, 2023.

CITY OF HAINES CITY, FLORIDA

H. L. "Roy" Tyler, Mayor-Commissioner

ATTEST:

Sharon Lauther, CMC, City Clerk

Approved as to form and correctness:

Fred Reilly, City Attorney

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS
CONSISTENT WITH ZONING AND LAND USE REGULATIONS**

Name of Development: Trinity Village

On N 10th St, 650 feet southeast of the intersection of N 10th St and Cemetery Rd, Haines City

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 102
This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use are consistent with current land use regulations and zoning designation, or was approved pursuant to sections 125.01055(6) and 166.04151(6), Florida Statutes, or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

CERTIFICATION

I certify that the City/County of _____ has vested in me the authority to verify
(Name of City/County)

consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Signature

Address (street address, city, state)

Print or Type Name

Address (street address, city, state)

Print or Type Title

Telephone Number (including area code)

Date Signed

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from elected local government officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: Trinity Village
On N 10th St, 650 feet southeast of the intersection of N 10th St and Cemetery Rd, Haines City

Development Location: _____
 (At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Haines City, commits \$ 460,000.00 at face value, (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Please note: In some competitive processes, Florida Housing will use the face value of the commitment minus the net present value of the commitment for scoring purposes. The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ _____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF STATUS
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

Name of Development: Trinity Village

On N 10th St, 650 feet southeast of the intersection of N 10th St and Cemetery Rd, Haines City

Development Location: _____
At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).

Mark the applicable statement:

1. The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the applicable zoning designation, has been approved for the above referenced Development by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.

2. The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or

(ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the applicable zoning designation, has been reviewed.

The necessary approval and/or review was performed on or before the signature date below by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.

3. The above-referenced Development, in the applicable zoning designation, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

CERTIFICATION

I certify that the City/County of _____ has vested in me the authority to verify status of site plan

(Name of City or County)

Approval as specified above and I further certify that the information stated above is true and correct.

Signature

Print or Type Name

Print or Type Title

Date Signed

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Fred Reilly, City Attorney

Date: September 7, 2023

Subject: Resolution No. 23-1759 Development of Affordable Housing and Conceptual Site Plan for Trinity Village Project

Executive Summary

The intent of this business item is to consider a Resolution which would approve the development of affordable housing and the Conceptual Site Plan for the Trinity Village project.

Staff Contact: Fred Reilly, City Attorney

Introduction

The intent of this business item is to consider a Resolution which would approve the development of affordable housing and the Conceptual Site Plan for the Trinity Village project.

Background

The City Commission of the City of Haines City, Florida (the “City”) has received a request to approve a development of housing that is affordable on a parcel of land zoned R-2 Single Family Residential. Green Mills Holdings, LLC (GM) is an experienced Florida-based real estate company engaged in developing affordable and workforce housing communities serving families and seniors. Established in 2011, Green Mills has completed the development of 1008 apartment homes, across 11 communities, utilizing financing from the Florida Housing Finance Corporation and private sources. The principals have experience developing over 10,000 units of affordable housing throughout the State of Florida. The LGAO Affordable Housing Project proposed by Trinity/Green Mills will consist of approximately 9.08 acres located at 2795 N. 10th Street, Haines City, FL 33844 (the “LGAO Affordable Housing Project”) and described as:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 THRU 63 TRACTS 17 & 18 IN SW1/4 & LESS R/W AS DESC IN OR 4958-1983, HAINES CITY, POLK COUNTY, FLORIDA.

Parcel ID: 272716740500041700

The LGAO Affordable Housing Project will include an affordable rental housing community of up to 3 stories and consisting of up to Eighty (80) apartment homes with a mix of one and two-bedroom apartment homes reserved for seniors aged 55+. Amenities will include a clubroom, fitness center, game room, business center, swimming pool, outdoor barbecue, gazebo, and dog park. Income and rents will be restricted to no more than 80% of the Polk County AMI, as published annually by Florida Housing Finance Corporation.

The proposed LGAO Affordable Housing Project is anticipated to pay \$580,000 in City impact fees and \$100,000 in utility connection fees.

Section 166.04151(6), Florida Statutes, states as follow:

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, on any parcel zoned for residential, commercial, or industrial use. If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project, so long as at least 10 percent of the units included in the project are for housing that is affordable and the developer of the project agrees not to apply for or receive funding under s. 420.5087. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection

The Conceptual Site Plan for Trinity Village (the LGAO Affordable Housing Project) is attached hereto as Exhibit "A."

The City Commission of the City of Haines City, Florida is authorized pursuant to Section 166.04151(6), Florida Statutes, to approve the development of housing that is affordable, as defined in s. 420.0004, on any parcel zoned for residential, commercial, or industrial use.

Organizational Goal(s)

Infrastructure: Maintain, protect and design infrastructure that ensures a desired level of service and provides for future needs.

Budget Impact

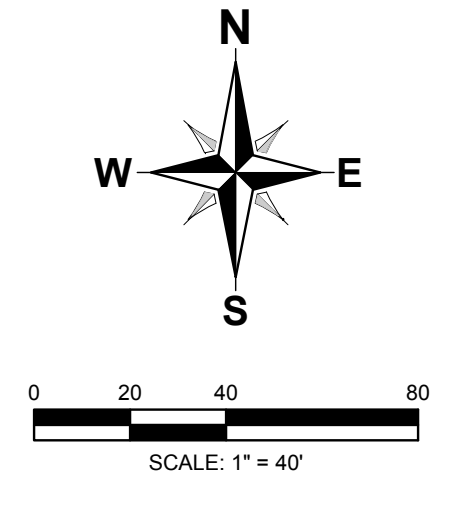
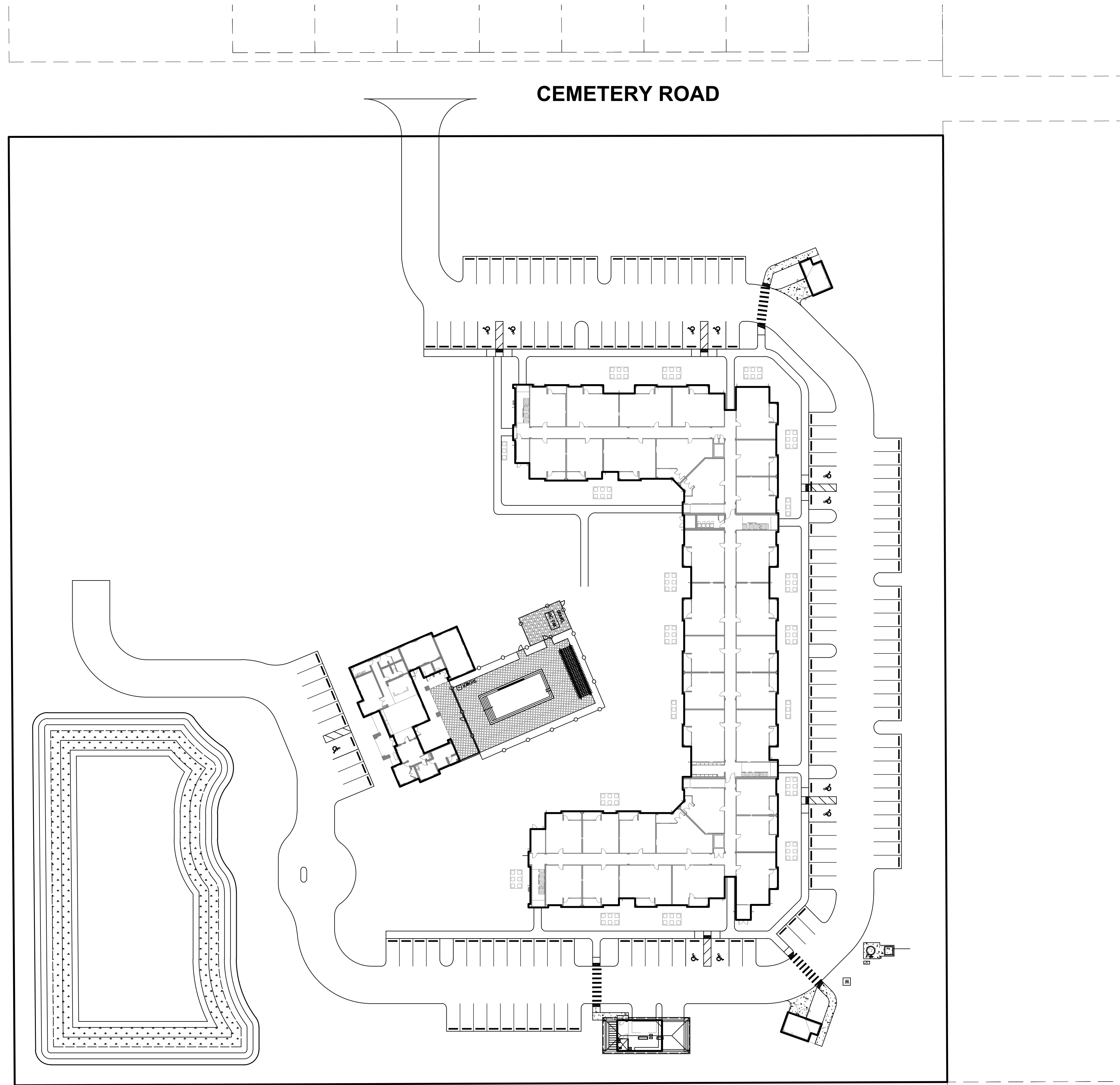
There is no immediate direct budget impact related to the adoption of the proposed Resolution

Recommendation

Staff recommends approval of proposed Resolution.

CEMETERY ROAD

10th STREET N



PROJECT LOCATION

2795 10TH STREET N
 HAINES CITY, FLORIDA 33844
 POLK COUNTY

PARCEL ID

27-27-16-740500-041700

PROPOSED LAND USE

MULTI- FAMILY RESIDENTIAL APARTMENTS

SITE AREA

395,436 SF 9.08 AC

DWELLING UNITS

80

DENSITY

80 DWELLING UNITS / 9.08 ACRE 8.81 U/A

BUILDING

BUILDING HEIGHT 47'-9"
 BUILDING STORIES 3

MIN. BUILDING SETBACKS

NORTH 25 FEET
 SOUTH 25 FEET
 EAST 25 FEET
 WEST 25 FEET

PARKING

PARKING REQUIREMENT: 2 SPACES PER DWELLING UNIT
 2 x 102 UNITS = 204 SPACES REQUIRED

PARKING PROVIDED: 145 SPACES

SPACE TYPE	REQUIRED	PROVIDED
STANDARD (10' x 18.5')	197	134
ADA (12' x 20')	7	11
TOTAL	204	145



SITE PLAN
TRINITY VILLAGE
2795 10TH STREET N
HAINES CITY, POLK COUNTY, FLORIDA

NO. DATE REVISION BY / SHEET TITLE

LUCAS CARLO, PE
 LICENSE NO. 61636

FLOOD ZONE: XX PANEL NO: XXX
 DATED: XXX

NAVD88

SEC TWP RING: 16/27/27 DATE: 10/04/2022

JOB NO: 03091.00XX

C1.0

SHEET **1** OF **1**

RESOLUTION NO. 23-1759

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HAINES CITY, FLORIDA; APPROVING THE DEVELOPMENT OF HOUSING THAT IS AFFORDABLE AND A CONCEPTUAL SITE PLAN FOR TRINITY VILLAGE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL OF THE CONCEPTUAL SITE PLAN FOR TRINITY VILLAGE LOCATED AT 2795 N. 10th STREET, HAINES CITY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Haines City, Florida (the “City”) has received a request to approve a development of housing that is affordable on a parcel of land zoned R-2 Single Family Residential.

WHEREAS, Green Mills Holdings, LLC (GM) is an experienced Florida-based real estate company engaged in developing affordable and workforce housing communities serving families and seniors. Established in 2011, Green Mills has completed the development of 1008 apartment homes, across 11 communities, utilizing financing from the Florida Housing Finance Corporation and private sources. The principals have experience developing over 10,000 units of affordable housing throughout the State of Florida; and

WHEREAS, the Affordable Housing Project proposed by Trinity/Green Mills will consist of approximately 9.08 acres located at 2795 N. 10th Street, Haines City, FL 33844 (the “Affordable Housing Project”) and described as:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 THRU 63 TRACTS 17 & 18 IN SW1/4 &
LESS R/W AS DESC IN OR 4958-1983, HAINES CITY, POLK COUNTY, FLORIDA.

Parcel ID: 272716740500041700

WHEREAS, the real property for the Affordable Housing Project proposed by Trinity/Green

Mills is located on real property that is zoned for residential use; and

WHEREAS, the Affordable Housing Project will include an affordable rental housing community of up to 3 stories and consisting of up to Eighty (80) apartment homes with a mix of one and two-bedroom apartment homes reserved for seniors aged 55+. Amenities will include a clubroom, fitness center, game room, business center, swimming pool, outdoor barbecue, gazebo, and dog park. Income and rents will be restricted to no more than 80% of the Polk County AMI, as published annually by Florida Housing Finance Corporation; and

WHEREAS, the proposed Affordable Housing Project is anticipated to pay \$580,000 in City impact fees and \$100,000 in utility connection fees; and

WHEREAS, Section 166.04151(6), Florida Statutes, states as follow:

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, on any parcel zoned for residential, commercial, or industrial use. If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project, so long as at least 10 percent of the units included in the project are for housing that is affordable and the developer of the project agrees not to apply for or receive funding under s. 420.5087. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

WHEREAS, the Conceptual Site Plan for Trinity Village (the Affordable Housing Project) is attached hereto as Exhibit “A.”

WHEREAS, the City Commission of the City of Haines City, Florida is authorized pursuant to Section 166.04151(6), Florida Statutes, to approve the development of housing that is affordable, as defined in s. 420.0004, on any parcel zoned for residential, commercial, or industrial use.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Haines City as follows:

Section 1. Recitals Incorporated: The provisions set forth in the recitals are hereby adopted by the City Commission as the legislative findings and intent pertaining to this Resolution.

Section 2. Approval of Affordable Housing Project. The City Commission of the City of Haines City, Florida hereby approves the Affordable Housing Project known as Trinity Village.

Section 3. Approval of Conceptual Site Plan. The City Commission of the City of Haines City, Florida hereby approves the Conceptual Site Plan for Trinity Village on the real property described as follows:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 THRU 63 TRACTS 17 & 18 IN
SW1/4 & LESS R/W AS DESC IN OR 4958-1983, HAINES CITY, POLK
COUNTY, FLORIDA.

Parcel ID: 72716740500041700

Section 4. Conditions of Approval.

1. Approval of the Conceptual Site Plan does not release the applicant from meeting the requirements of all other applicable sections of Haines City's Land Development Regulations, Code of Ordinances, and Growth Management Plan.

2. Approval of the Conceptual Site Plan does not release the applicant from obtaining formal approval of a Site Plan.

3. The housing shall maintain income and rent limits restricted to no more than 80% of the Polk County Area Median Income, as published annually by Florida Housing Finance Corporation.

4. Violations of any conditions of approval shall be deemed a violation of the Land Development Regulations and shall give rise to the City's right to cancel Conceptual Site Plan, the loan agreement, and return of the \$460,000 or any amount thereof distributed to Trinity and/or Green Mills upon thirty (30) days' advance written notice.

5. Approval of the cost estimate of the bond (if any) for the uninstalled improvements.

6. Receipt of Surety (if any) securing uninstalled improvements that meets all the requirements.

Section 5. Findings. In adopting this Resolution, the City Commission hereby makes the following findings, purposes, and intent:

1. The City Commission is empowered under the Section 166.04151(6), Florida Statutes, to approve the development of housing that is affordable and decide applications for conceptual site plans, to decide questions involved in determining whether a conceptual site plan should be granted, and to a conceptual site plan with conditions and safeguards appropriate under the Land Development Regulations.

2. A Conceptual Site Plan was submitted on or about August 24, 2023.

3. Based on the evidence in the record, it is hereby found that the proposed Conceptual Site Plan will not adversely affect the public interest, that it is not contrary to the intent and provisions of the City's Comprehensive Plan, that there is compliance with specific rules governing conceptual site plans of the type involved, that the proposed development, with conditions and safeguards in Section 1 and Section 2 conditions herein, will be generally compatible with adjacent

properties in the district, and that satisfactory provisions and arrangements have been made concerning the specific conditions enumerated in this Resolution.

Section 6. Conflicts. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 7. Severability. The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

Section 8. Effective Date. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Haines City, Florida, in a regular session, this 7th day of September, 2023.

CITY OF HAINES CITY, FLORIDA

H. L. "Roy" Tyler, Mayor-Commissioner

ATTEST:

Sharon Lauther, CMC, City Clerk

Approved as to form and correctness:

Fred Reilly, City Attorney



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Fred Reilly, City Attorney

Date: September 7, 2023

Subject: Resolution No. 23-1760 Future Local Government Area of Opportunity Loan for the Trinity Village Affordable Housing Project

Executive Summary

The intent of this business item is to consider authorization for a future Local Government Area of Opportunity loan funding request related to affordable housing for the Trinity Village project.

Staff Contact: Fred Reilly, City Attorney

Introduction

The intent of this business item is to consider authorization for a future Local Government Area of Opportunity loan funding request related to affordable housing for the Trinity Village project.

Background

The City Commission of the City of Haines City, Florida (the “City”) has received a Local Government Area of Opportunity loan funding request (“LGAO”) from Trinity Worship Center International Ministries, Inc., (“Trinity”), 2795 N 10th St, Haines City, FL 33844, and Green Mills Holdings, LLC, (“Green Mills”), 3323 W. Commercial Blvd., Suite E220, Fort Lauderdale, FL 33309 (hereinafter collectively referred to as “Trinity/Green Mills”).

The LGAO loan from the local government is a critical component to submitting a competitive application for 9% Low Income Housing Tax Credits (LIHTC) to the Florida Housing Finance Corporation (“FHFC”).

Green Mills Holdings, LLC (GM) is an experienced Florida-based real estate company engaged in developing affordable and workforce housing communities serving families and seniors. Established in 2011, Green Mills has completed the development of 1008 apartment homes, across 11 communities,

utilizing financing from the Florida Housing Finance Corporation and private sources. The principals have experience developing over 10,000 units of affordable housing throughout the State of Florida. The LGAO project proposed by Trinity/Green Mills will consist of approximately 9.08 acres located at 2795 10th St N., Haines City, FL 33844 (the “LGAO Project”) and described as:
FLA DEVELOPMENT CO SUB PB 3 PGS 60 THRU 63 TRACTS 17 & 18 IN SW1/4 & LESS R/W AS
DESC IN OR 4958-1983, HAINES CITY, POLK COUNTY, FLORIDA.
Parcel ID: 272716740500041700

The LGAO Project will include an affordable rental housing community of up to 3 stories and consisting of up to Eighty (80) apartment homes with a mix of one and two-bedroom apartment homes reserved for seniors aged 55+. Amenities will include a clubroom, fitness center, game room, business center, swimming pool, outdoor barbecue, gazebo, and dog park. Income and rents will be restricted to no more than 80% of the Polk County AMI, as published annually by Florida Housing Finance Corporation.

The proposed LGAO Project is anticipated to pay \$580,000 in City impact fees and \$100,000 in utility connection fees.

In order to qualify for the LGAO funding preference, the minimum loan amount for Polk County is \$460,000. The typical loan terms are 1% interest only with a term of 30 years. The loan may be contingent on Green Mills receiving an allocation of LIHTC, Green Mills obtaining building permits, or even receiving a certificate of occupancy once the community is built.

The City Commission retains its authority to accept and approve funding awards or contracts related to any funding opportunity applications submitted by the City of Haines City, Florida.

Organizational Goal(s)

Infrastructure: Develop and maintain infrastructure policies that foster affordable housing within the community.

Budget Impact

There is no immediate direct budget impact related to the adoption of the proposed Resolution. If the LGAO Project (Trinity Village) qualifies for the LGAO funding preference, then the City Commission would need to appropriate funds and/or make a budget amendment to fund the LGAO loan in the amount of \$460,000.00.

Recommendation

Staff recommends approval of proposed Resolution related to the LGAO loan for the Trinity Village project for affordable housing.

RESOLUTION NO. 23-1760

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HAINES CITY, FLORIDA; AUTHORIZING A LOCAL GOVERNMENT AREA OF OPPORTUNITY LOAN TO TRINITY WORSHIP CENTER INTERNATIONAL MINISTRIES, INC. AND GREEN MILLS HOLDINGS, LLC; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR AUTHORITY FOR THE LGAO PROJECT LOAN; PROVIDING FOR THE TERMS AND CONDITIONS OF THE LOCAL GOVERNMENT AREA OF OPPORTUNITY LOAN; PROVIDING FOR AUTHORIZATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Haines City, Florida (the “City”) has received a Local Government Area of Opportunity loan funding request (“LGAO”) from Trinity Worship Center International Ministries, Inc., (“Trinity”), 2795 N 10th St, Haines City, FL 33844, and Green Mills Holdings, LLC, (“Green Mills”), 3323 W. Commercial Blvd., Suite E220, Fort Lauderdale, FL 33309 (hereinafter collectively referred to as “Trinity/Green Mills”); and

WHEREAS, the LGAO loan from the local government is a critical component to submitting a competitive application for 9% Low Income Housing Tax Credits (LIHTC) to the Florida Housing Finance Corporation (“FHFC”); and

WHEREAS, Green Mills Holdings, LLC (GM) is an experienced Florida-based real estate company engaged in developing affordable and workforce housing communities serving families and seniors. Established in 2011, Green Mills has completed the development of 1008 apartment homes, across 11 communities, utilizing financing from the Florida Housing Finance Corporation and private sources. The principals have experience developing over 10,000 units of affordable housing throughout the State of Florida; and

WHEREAS, the LGAO project proposed by Trinity/Green Mills will consist of

approximately 9.08 acres located at 2795 10th St N., Haines City, FL 33844 (the “LGAO Project”) and described as:

FLA DEVELOPMENT CO SUB PB 3 PGS 60 THRU 63 TRACTS 17 & 18 IN SW1/4 & LESS R/W AS DESC IN OR 4958-1983, HAINES CITY, POLK COUNTY, FLORIDA.

Parcel ID: 272716740500041700

WHEREAS, the LGAO Project will include an affordable rental housing community of up to 3 stories and consisting of up to Eighty (80) apartment homes with a mix of one and two-bedroom apartment homes reserved for seniors aged 55+. Amenities will include a clubroom, fitness center, game room, business center, swimming pool, outdoor barbecue, gazebo, and dog park. Income and rents will be restricted to no more than 80% of the Polk County AMI, as published annually by Florida Housing Finance Corporation; and

WHEREAS, the proposed LGAO Project is anticipated to pay \$580,000 in City impact fees and \$100,000 in utility connection fees; and

WHEREAS, in order to qualify for the LGAO funding preference, the minimum loan amount for Polk County is \$460,000. The typical loan terms are 1% interest only with a term of 30 years. The loan may be contingent on Green Mills receiving an allocation of LIHTC, Green Mills obtaining building permits, or even receiving a certificate of occupancy once the community is built; and

WHEREAS, the City Commission retains its authority to accept and approve funding awards or contracts related to any funding opportunity applications submitted by the City of Haines City, Florida.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Haines City as follows:

Section 1. Recitals Incorporated: The provisions set forth in the recitals are hereby adopted by the City Commission as the legislative findings and intent pertaining to this Resolution.

Section 2. Authorization for Loan. The City Commission of the City of Haines City, Florida hereby authorizes the LGAO project loan to Trinity Worship Center International Ministries, Inc. in accordance with the terms and conditions stated in Section 3 below and authorizes the Mayor, City Manager and City Attorney to execute and deliver applicable loan documents and any ancillary documents related thereto.

Section 3. Terms and Conditions of the Loan.

Borrower: Trinity Worship Center International Ministries, Inc, a Florida corporation

Purpose: The purpose of the loan is to facilitate the development of a 80-unit 55+ affordable rental housing development to be known as Trinity Village located on approximately 9.08 acres located at 2795 10th St N., Haines City, FL 33844 Parcel ID: 272716740500041700 as assigned by the Polk County, Florida Property Appraiser (address will be assigned prior to closing) (the "Project"). The Project will be subjected to those certain requirements of Florida Housing Finance Corporation's low-income housing tax credit program, as provided in the Borrower's competitive Application No. 2023-XXXX for RFA 2023-2024 Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties (the "RFA").

Amount: \$460,000.00

Term: The term of the loan will be coterminous with the first mortgage, not to exceed Twenty (20) years.

Interest Rate: Three Percent (3%) interest rate, throughout the term of the loan unless there is a default in which case interest shall accrue at the highest rate authorized under Florida law.

Repayment: Borrower may prepay all or any portion of the loan at any time. Payments on principal and interest shall be due in full upon the expiration of the Term of the Loan, or upon payoff of any superior mortgages and/or if any outstanding loan obligations secured by any mortgages relating to the Project are refinanced in whole or in part or are determined to be in default during the term of this loan.

In addition, if at any time during the life of this loan, the borrower fails to timely pay ad valorem property taxes and/or similar assessments or if the property is removed, in whole or part, from the obligation to pay ad valorem property taxes, and/or similar assessments for any reason whatsoever, the Note/Mortgage shall immediately become due and payable. Interest shall begin accruing immediately upon such occurrence at the then highest legal rate allowed under Florida law.

Subordinate: Subject to the below exceptions, the City shall agree to consent to the subordination of its loan to all other loans. The loan will be reflected by a promissory note secured by a mortgage encumbering the Borrower's fee simple interest in the property on which the Project will be constructed and operated all in a form and manner that is acceptable to the City. The mortgage shall be recorded in the Public Records of Polk County, Florida. Provided however by agreeing to subordinate the City shall not agree to subordinate, beyond a third position and/or to subordinate to any mechanic's liens or other liens filed in the Public Records of Polk County, Florida.

Recourse: The loan shall be recourse against the Borrower, the Borrower's members, and the Borrower's members respective affiliates.

Source: The City Commission will need to make an appropriation and/or budget amendment in relation to the source of the loan funds.

Section 4. Authorization. The Mayor is hereby designated as the authorized representative to execute any FY24 Community Project Funding awards or associated documents. The City Manager and/or his designee is hereby authorized to take all technical, financial, and administrative actions necessary to effectuate the intent of this Resolution approved herein and in accordance with applicable Florida law. The City Commission retains its authority to accept and approve funding awards or contracts related to any funding opportunity applications submitted by the City. Further, the City Commission retains its authority to approve a budget amendment if needed for any related matching funding that may be required by any grant program.

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

Section 6. Severability. The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

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

INTRODUCED AND PASSED by the City Commission of the City of Haines City, Florida, in a regular session, this 7th day of September, 2023.

CITY OF HAINES CITY, FLORIDA

H. L. "Roy" Tyler, Mayor-Commissioner

ATTEST:

Sharon Lauther, CMC, City Clerk

Approved as to form and correctness:

Fred Reilly, City Attorney



August 24th, 2023

Mr. Jim Elensky
City Manager, Haines City
502 E. Hinson Ave.
Haines City, FL 33844

Re: Local Government Area of Opportunity Funding Request

To Whom It May Concern,

Please accept this letter as a Local Government Area of Opportunity loan funding request (“LGAO”). The LGAO loan from the local government is a critical component to submitting a competitive application for 9% Low Income Housing Tax Credits (LIHTC) to the Florida Housing Finance Corporation (“FHFC”) and we greatly appreciate your consideration.

Property Description: Approximately 9.08 acres located at 2795 10th St N., Haines City, FL 33844
Parcel ID: 272716740500041700

Developers: Trinity Worship Center International Ministries, Inc. and/or assigns
Address: 2795 N 10th St, Haines City, FL 33844
Contact: Pastor Charles Anderson
Email: charles.anderson7@icloud.com
Phone: (863) 207-7771

Green Mills Holdings, LLC and/or assigns
3323 W. Commercial Blvd., Suite E220
Fort Lauderdale, FL 33309
Contact: Oscar Sol
Phone: (305) 898-2188
Email: osol@greenmillsgroup.com

Green Mills Holdings, LLC (GM) is an experienced Florida-based real estate company engaged in developing affordable and workforce housing communities serving families and seniors. Established in 2011, Green Mills has completed the development of 1008 apartment homes, across 11 communities, utilizing financing from the Florida Housing Finance Corporation and private sources. The principals have experience developing over 10,000 units of affordable housing throughout the State of Florida.

Proposed Use: An affordable rental housing community of up to 3 stories and consisting of up to EIGHTY (80) apartment homes reserved for seniors aged 55+. Amenities will include a clubroom, fitness center, game room, business center, swimming pool, outdoor barbecue, gazebo, and dog park. Income and rents will be restricted to no more than 80% of the Polk County AMI, as published annually by Florida Housing Finance Corporation.

Development Fees: The proposed development is anticipated to pay \$580,000 in City impact fees, \$100,000 in utility connection fees, and \$128,000 in permitting fees.

Proposed Loan: In order to qualify for the LGAO funding preference, the minimum loan amount for Polk County is \$460,000. The typical loan terms are 1% interest only with a term of 30 years. The loan may be contingent on Green Mills receiving an allocation of LIHTC, Green Mills obtaining building permits, or even receiving a certificate of occupancy once the community is built.

Thank you for considering our request. Our team is committed to working in partnership with Haines City to help meet your housing goals. Any additional information necessary to evaluate this request can be provided upon request.

Very Truly Yours,

Oscar Sol
Managing Member
Green Mills Holdings, LLC



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: James Keene - Public Services Administrator

Date: September 7, 2023

Subject: Second Amendment Lease Agreement with Crown Castle South LLC.

Executive Summary

Second Amendment Lease Agreement with Crown Castle South LLC for the operation and maintenance of a cell phone tower at the Water Plant #2, located at 2003 Angle Avenue.

Staff Contact: James Keene, Public Services Administrator

Introduction

The intent of this item is to request approval of the Second Amendment Lease Agreement with Crown Castle for the operation and maintenance of a cell phone tower at the Water Plant #2, located at 2003 Angle Avenue.

Background

On November 17, 2017, City Commission approved the Amendment Lease Agreement with Crown Castle for the operation and maintenance of a cell phone tower from 2023 to 2053 at the Water Plant #2, located at 2003 Angle Avenue. The lease term is for 30 years.

Organizational Goal(s)

Partnership: Encourage public and private partnerships.

Budget Impact

There is a positive budget impact of \$6,463.21 monthly with a 3% escalator annually. The value of this agreement at the conclusion of 2053 is \$2,852,048.93.

Recommendation

Staff recommends the City Commission approve the Second Amendment Lease Agreement with Crown Castle for the operation and maintenance of a cell phone tower.

This Instrument Prepared By:
John R. "B.J." Ibach, Esq.
Burr & Forman LLP
Bank of America Tower
50 North Laura Street, Suite 3000
Jacksonville, Florida 32202

Return to:
Crown Castle
8020 Katy Freeway, Suite 900
Houston, Texas 77024
Attention: PEP Department

STATE OF FLORIDA)

COUNTY OF POLK)

Cross Reference to:
Book 4245, Page 1701
Book 10111, Page 874
Polk County, Florida Records

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT (this "**Amendment**") is made and entered into effective as of the last date of execution set forth below, by and between **THE CITY OF HAINES CITY, FLORIDA**, a municipal corporation (having a mailing address of P.O. Box 1507, Haines City, Florida 33844) ("**LESSOR**"), and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, successor by corporate election with BellSouth Mobility Inc., a Georgia corporation ("**BMI**") (having a mailing address of Attention: Network Real Estate Administration Re: Cell Site #: 813817, Cell Site Name: 239-029.3 (LAKE ELSIE), Fixed Asset No: 10016583, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319) ("**TENANT**").

WITNESSETH:

WHEREAS, LESSOR and BMI entered into that certain Option and Lease Agreement dated May 8, 1998 (the "**Original Agreement**"), covering certain real property, together with easements for ingress, egress and utilities thereto, in Polk County, Florida (the "**Property**"), a memorandum of which was recorded on May 20, 1999 in Official Record Book 4245, Page 1701 in the Public Records of Polk County, Florida (the "**Original MOL**");

WHEREAS, LESSOR and TENANT entered into that certain First Amendment to Option and Lease Agreement dated March 30, 2017 (the "**First Amendment**" and, together with the Original Agreement, the "**Agreement**"), a memorandum of which was recorded on April 6, 2017 in Book 10111, Page 874 in the Public Records of Polk County, Florida (the "Amended MOL" and, together with the Original MOL, the "**MOL**"); and

WHEREAS, the parties desire to amend the Agreement to amend the description of the Property and as otherwise set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS.** The Agreement is hereby amended as follows:

(a) **The Property.** From and after the date of this Amendment, the term “Property,” as used in the Agreement, means the real property described and/or depicted on **Exhibit A** to this Amendment.

(b) **Continuance of Lease.** Section 5 of the Original Agreement as amended is deleted from the Agreement in its entirety.

(c) **Notice.** Section 19 of the Original Agreement as amended is hereby amended to reflect the following notice address for TENANT:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 813817
Cell Site Name: 239+-029.3 (LAKE ELSIE)
Fixed Asset No. 10016583
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, Georgia 30319

and to:

AT&T Legal Department -- Network
Attention: Network Counsel
Re: Fixed Asset No. 10016583
208 S. Akard Street
Dallas, Texas 75202-4206

with a copy to:

Crown Castle South LLC
General Counsel
Attention: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

(d) **Execution of Governmental Documentation.** If requested by TENANT, LESSOR will execute, at TENANT’s sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including, without limitation, any documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by TENANT to utilize the Property for the purpose of constructing, maintaining and operating communication facilities. LESSOR agrees to be a named applicant if requested by TENANT. In furtherance of the foregoing, LESSOR hereby appoints TENANT as LESSOR’s attorney-in-fact to execute all land use applications, permits, licenses and other approvals on LESSOR’s behalf.

2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. LESSOR and TENANT

ratify, confirm and adopt the Agreement as of the date hereof for purposes of compliance with Florida Statute Ch. 695.01 (as amended) and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** LESSOR agrees to provide TENANT with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by TENANT. In the event the Property is transferred, the succeeding LESSOR shall have a duty at the time of such transfer to provide TENANT with a Change of Ownership Form as provided by TENANT and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new LESSOR. LESSOR's failure to provide the IRS Form W-9 within thirty (30) days after TENANT's request shall be considered a default and TENANT may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Survey.** TENANT reserves the right, at its discretion and at its sole cost, to obtain a survey (the "**Survey**") specifically describing the Property and any access and utility easements associated therewith. TENANT shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which Survey shall update and replace the existing description of the Property, at any time prior to or after closing the complete execution of this Amendment.

(e) **Representations and Warranties.** LESSOR represents and warrants that:

(i) LESSOR is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of LESSOR's obligations under the Agreement as amended hereby.

(ii) TENANT is not currently in default under the Agreement, and to LESSOR's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by TENANT under the Agreement.

(iii) LESSOR agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure TENANT's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(iv) LESSOR acknowledges that the Property, shall include any portion of LESSOR's property on which communications facilities or other TENANT improvements exist on the date of this Amendment.

(f) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(g) **Litigation Costs.** In the event that it becomes necessary for either party hereunder hereto to initiate litigation for the purpose of enforcing any of its or his rights or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

(h) **Recording.** At any time following the execution of this Amendment by all parties hereto, Tenant, at its cost and expense, shall have the right, at any time during the term of the Agreement, as may be amended from time to time, and for no additional consideration payable to LESSOR, to record in the appropriate recording office for land records: (i) a memorandum of this Amendment (“**Memorandum**”) and LESSOR covenants and agrees to execute said Memorandum within thirty (30) days following Tenant’s written request therefor; and (ii) a notice or affidavit of amendment to lease (each, a “**Notice of Amendment to Lease**”) executed solely by Tenant. Each of the Memorandum and the Notice of Amendment to Lease are intended to provide record notice of the terms of this Amendment.

(i) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(j) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

[Signatures appear on the following pages.]

EXHIBIT A

THE PROPERTY

SITE: 239-029.3 (LAKE ELSIE)

BUN: 813817

OWNERS: CITY OF HAINES CITY, A FLORIDA MUNICIPALITY

TAX PARCEL NUMBER: 27-27-33-000000-014030

POLK COUNTY, FLORIDA

**CROWN TOWER PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)**

THAT PART OF THE "CITY OF HAINES CITY" PARCEL, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" BY 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 01°02'34" WEST ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 35.00 FEET; THENCE NORTH 88°57'28" EAST FOR 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°02'32" WEST FOR 55.00 FEET; THENCE NORTH 88°57'28" EAST FOR 50.00 FEET; THENCE SOUTH 01°02'32" EAST FOR 55.00 FEET; THENCE SOUTH 88°57'28" WEST FOR 50.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,750 SQUARE FEET (0.06 ACRES), MORE OR LESS.

**CROWN 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT "A"
(PREPARED BY GEOLINE SURVEYING, INC.)**

THAT PART OF THE "CITY OF HAINES CITY" PARCEL, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" BY 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 01°02'34" WEST ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 FOR 35.00 FEET; THENCE NORTH 88°57'28" EAST FOR 35.00 FEET TO THE SOUTHWEST CORNER OF AN 50 FOOT BY 55 FOOT TOWER PARCEL; THENCE NORTH 88°57'28" EAST ALONG THE SOUTH LINE OF SAID TOWER PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT "A"; THENCE SOUTH 01°02'32" EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID TOWER PARCEL FOR 24.52 FEET TO POINT "A"; THENCE SOUTH 88°20'58" WEST FOR 20.00 FEET TO POINT "B"; THENCE CONTINUE SOUTH 88°20'58" WEST FOR 25.00 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "B"; THENCE NORTH 01°02'32" WEST ALONG A LINE PARALLEL WITH AND OFFSET 10 FEET WEST OF SAID WEST LINE FOR 69.73 FEET; THENCE SOUTH 88°57'28" WEST FOR 25.00 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE NORTH 88°20'58" EAST FOR 458.21 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF C.S.X. TRANSPORTATION SYSTEM, INC., RAILROAD (130 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 12,049 SQUARE FEET (0.277 ACRES), MORE OR LESS.

**CROWN 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT "B"
(PREPARED BY GEOLINE SURVEYING, INC.)**

THAT PART OF THE "CITY OF HAINES CITY" TRACT, AS PER DESCRIPTION RECORDED ON OFFICIAL RECORD BOOK 5839, PAGE 1631 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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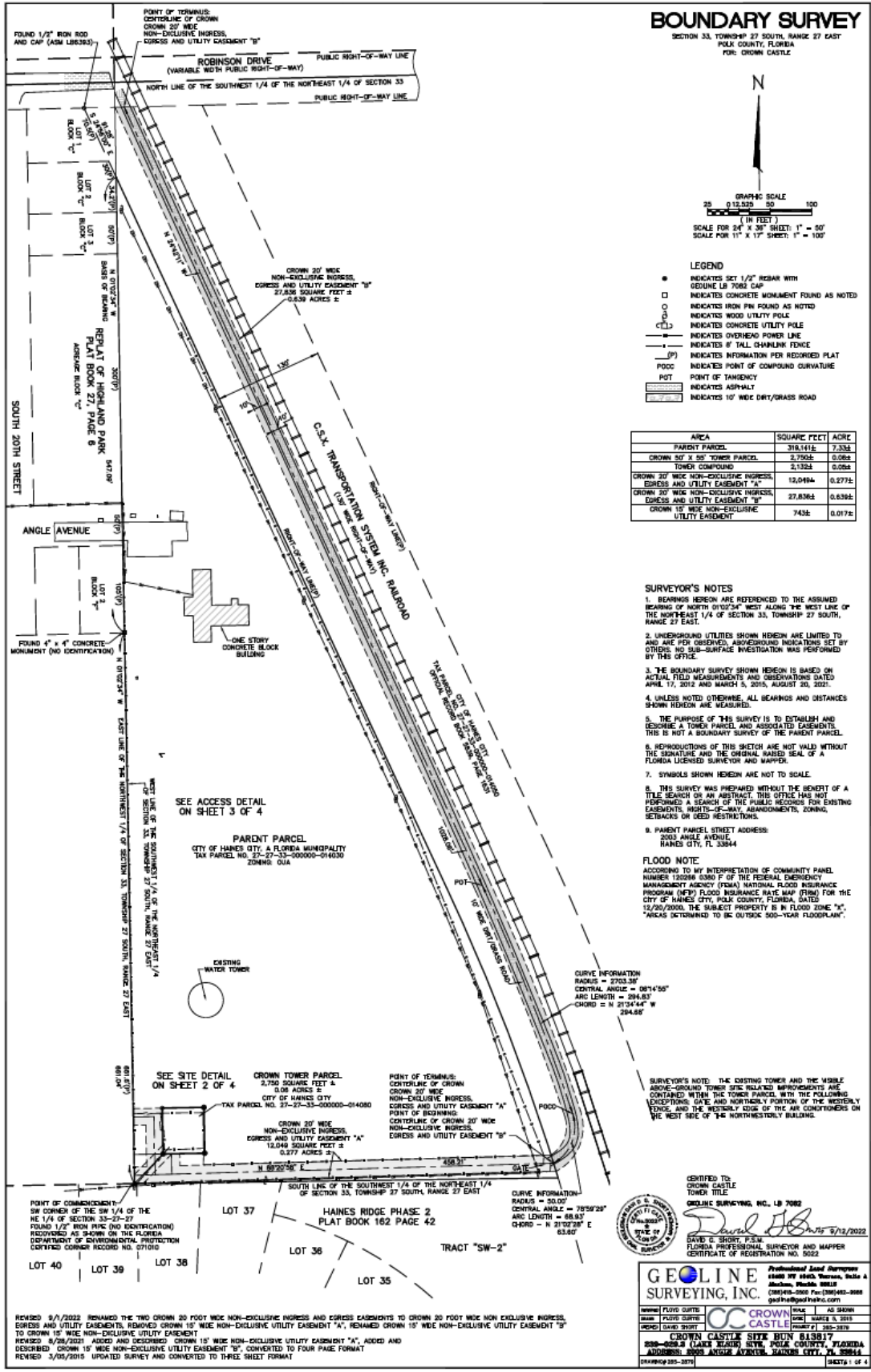
CONTAINING 12,049 SQUARE FEET (0.277 ACRES), MORE OR LESS.

**CROWN 15-FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)**

THAT PART OF THE "CITY OF HAINES CITY" PARCEL, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING WITHIN 7.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 743 SQUARE FEET (0.017 ACRES), MORE OR LESS.



BOUNDARY SURVEY

SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA
FOR: CROWN CASTLE

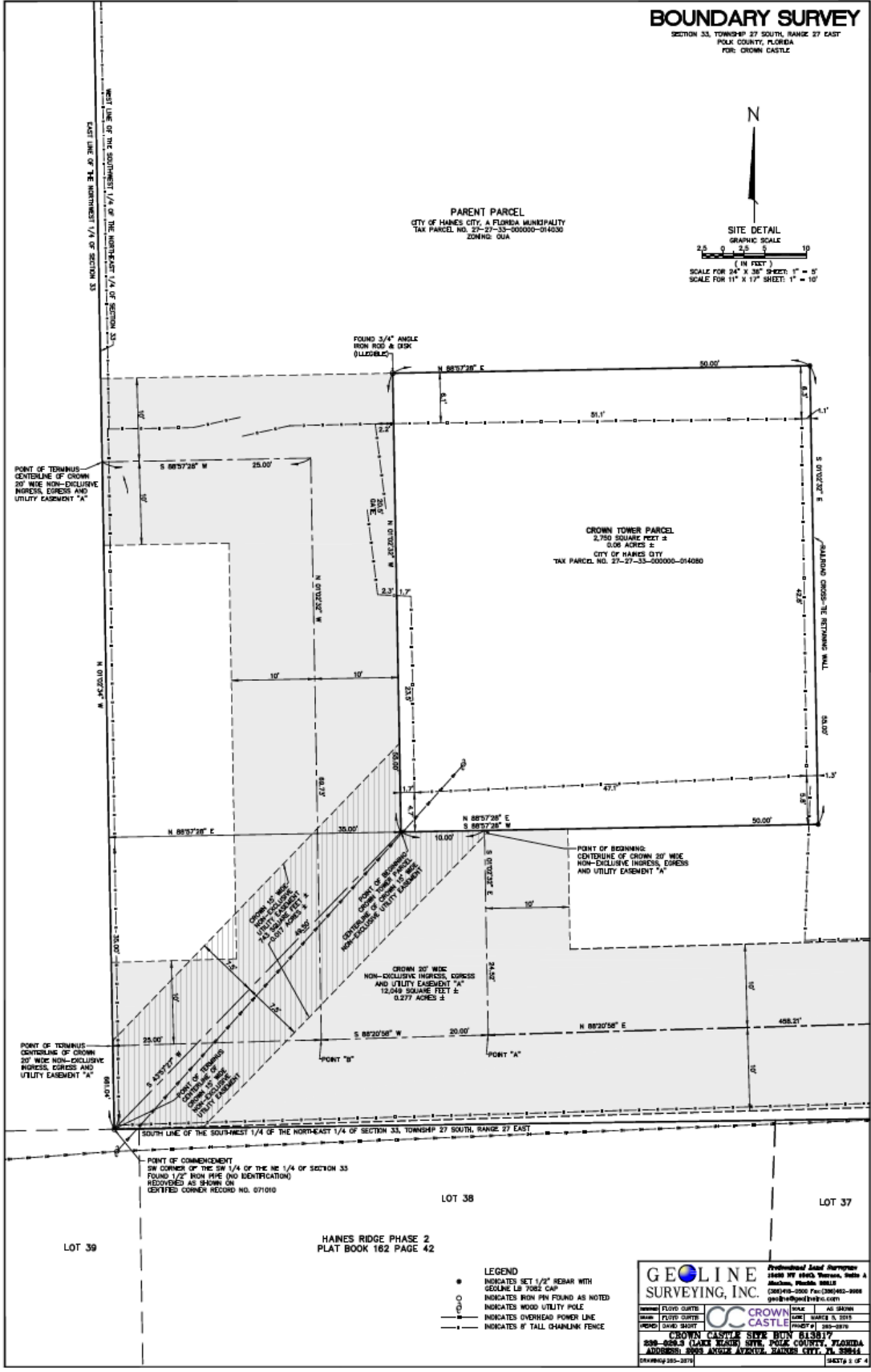


SITE DETAIL
GRAPHIC SCALE
[IN FEET]
2.5 0 2.5 5 10
SCALE FOR 24" X 36" SHEET: 1" = 5'
SCALE FOR 11" X 17" SHEET: 1" = 10'

PARENT PARCEL
CITY OF HAINES CITY, A FLORIDA MUNICIPALITY
TAX PARCEL NO. 27-27-33-00000-014030
ZONING: OUA

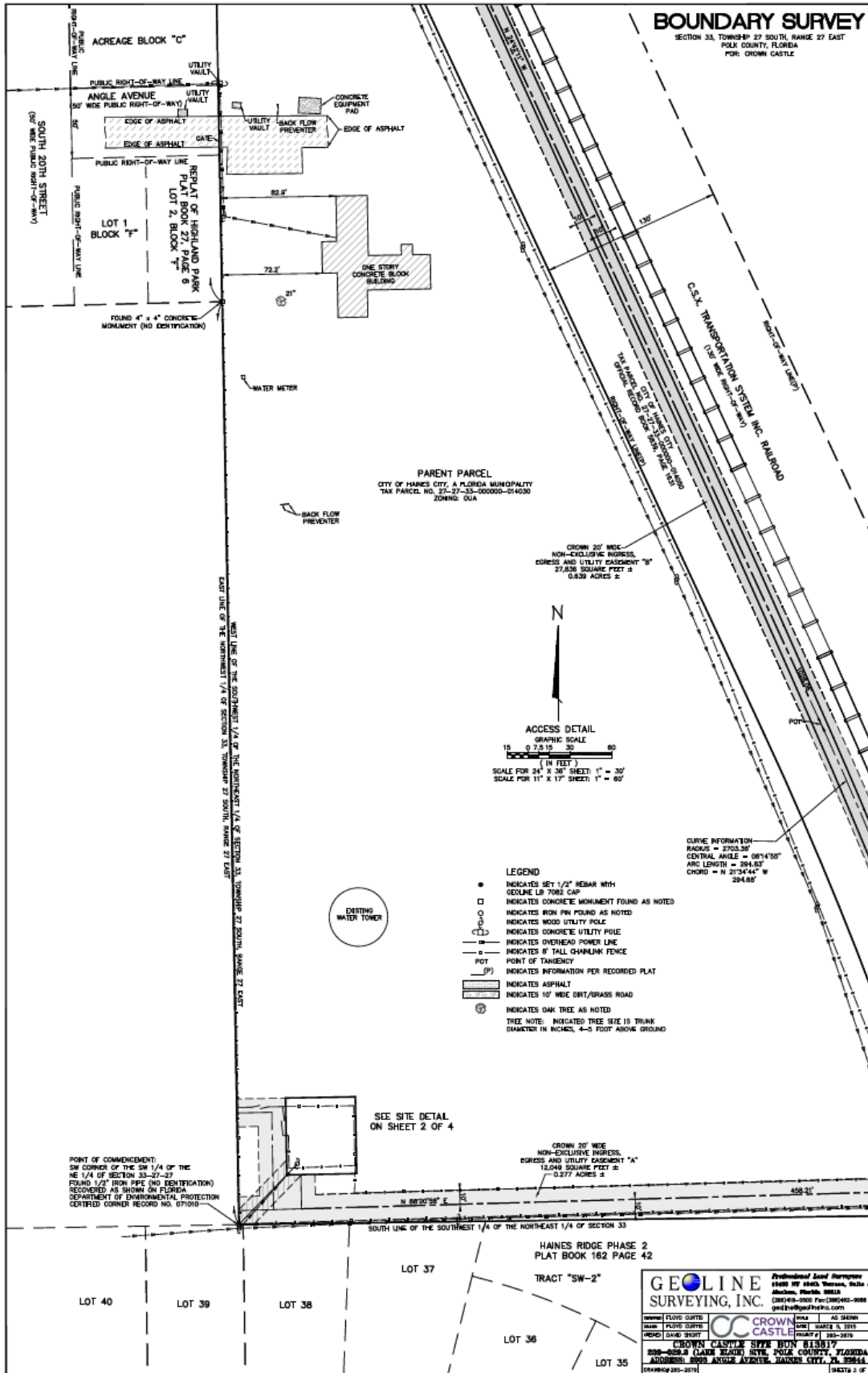
CROWN TOWER PARCEL
2,750 SQUARE FEET ±
0.06 ACRES ±
CITY OF HAINES CITY
TAX PARCEL NO. 27-27-33-00000-014080

**CROWN 20' WIDE
NON-EXCLUSIVE INGRESS, EGRESS
AND UTILITY EASEMENT "A"**
12,048 SQUARE FEET ±
0.277 ACRES ±



- LEGEND**
- INDICATES SET 1/2" REBAR WITH
SEGLINE LA TOE GAP
 - INDICATES IRON PIN FOUND AS NOTED
 - INDICATES WOOD UTILITY POLE
 - INDICATES OVERHEAD POWER LINE
 - INDICATES 4' TALL CHAINLINK FENCE

GEOLINE SURVEYING, INC.		Professional Seal Required 1000 W. 17th Street, Suite A Jackson, Florida 39201 (888)495-5000 Fax (204)495-5000 info@geolineinc.com	
DATE: FLOYD CURTIS	SCALE: AS SHOWN	CROWN CASTLE	
PROJECT: LAKESIDE SHIRT	DATE: MARCH 5, 2019		
CROWN CASTLE SILVER HUN 813817 808-8863 (LAKESIDE SHIRT), POLK COUNTY, FLORIDA ADDRESS: 808 AVENUE ATLANTA, HAINES CITY, FL 32844			
DRAWING: 285-2874			285274 2 OF 4



BOUNDARY SURVEY

SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA
FOR: CROWN CASTLE



PROPERTY DESCRIPTIONS

PARENT PARCEL
(POLK COUNTY, PROPERTY APPRAISER TAX ROLLS)

W 1/2 OF SW 1/4 OF NE 1/4 W OF RR.

CROWN TOWER PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

"THAT PART OF THE 'CITY OF HANES CITY' PARCEL, LYING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 2,700 SQUARE FEET (0.06 ACRES), MORE OR LESS.

CROWN 20 FOOT WIDE NON-EXCLUSIVE EGRESS, EGRESS AND UTILITY EASEMENT "A"
(PREPARED BY GEOLINE SURVEYING, INC.)

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CONTAINING 743 SQUARE FEET (0.017 ACRES), MORE OR LESS.

GEOLINE SURVEYING, INC.
Professional Land Surveyors
18400 EY 44th Avenue, Suite A
Buckeye, Florida 33428
(888)495-5920 Fax: (386)482-3888
geoline@geoline.com

PROJECT	BOUNDARY SURVEY	DATE	AS SHOWN
CLIENT	CROWN CASTLE	PROJECT #	184-2019
ADDRESS	3000 CASTLE SUEVE BLVD SUITE 200 (LAKE HANES) CITY, POLK COUNTY, FLORIDA		
ADDRESS	5900 AVIGAR AVENUE, RANDOLPH COUNTY, GA 30848		
PHONE	(888)495-5920		

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("First Amendment") is made effective this 30 day of March, 2017, by and between THE CITY OF HAINES CITY, FLORIDA, a municipal corporation ("Lessor"), with a mailing address of P.O. Box 1507, Haines City, Florida 33844, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, and the successor by merger with BellSouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership ("Tenant"), with a mailing address of New Cingular Wireless PCS, LLC, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, Georgia 30324.

WHEREAS, Lessor and BellSouth Mobility Inc., a Georgia corporation ("BellSouth"), entered into that certain Option and Lease Agreement dated May 8, 1998 (as assigned, the "Agreement"), whereby Lessor leased to BellSouth a portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement, being the "Property"), located at 2003 Angle Avenue (Tax Parcel 27-27-33-000000-014080), Haines City, Polk County, Florida. The Agreement is evidenced by, and the Property is described in, that Short Form/Memorandum of Lease ("Memorandum") recorded in Book 4245, Page 1701 in the Polk County Clerk's Office ("Clerk's Office"); and

WHEREAS, the Agreement has an original term, including all extension terms, that will expire on May 15, 2023 ("Original Term"), and Lessor and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Lessor and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 3 of the Agreement is amended by replacing "four (4)" with "ten (10)", thereby adding six (6) additional five (5) year extension terms to the Agreement beyond the Original Term, and extending its total term to May 15, 2053, unless sooner terminated as provided in the Agreement.

3. As additional consideration for amending the Agreement in accordance with this First Amendment, on May 16, 2023, the annual rent shall increase one-time by an amount equal to fifteen percent (15%) of the annual rent in effect for the immediately preceding year ("One-Time Rent Increase") in addition to the regular percentage rent increase that is scheduled to occur pursuant to the Agreement on the same date ("Regular Rent Escalation"). The Regular Rent Escalation shall be applied first, and then the One-time Rent Increase shall be applied after the rent is increased pursuant to the Regular Rent Escalation.

4. Section 4 of the Agreement is amended by adding the following paragraph to the end thereto:

Site Name: 239-029.3 (Lake Elsie)
Crown BU: 813817
Cingular Site: 10016583
PPAB 2717891V1

Commencing on May 16, 2023, and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to three percent (3%) of the annual rent in effect for the year immediately preceding the Adjustment Date. The parties agree that Exhibit C attached hereto need not display the annual rental amounts from May 16, 2023, through the remaining term of this Agreement.

5. Section 5 of the Agreement is amended by replacing "fourth (4th)" in each place it appears with "tenth (10th)".

6. Section 19 of the Agreement is amended by deleting Tenant's notice address in its entirety and replacing it with the following:

Tenant: AT&T Network Real Estate Administration
Re: 10016583
Suite 13-F West Tower
575 Morosgo Drive
Atlanta, Georgia 30324

With a copy to: AT&T Legal Department- Network
Attn: Network Counsel
Re: 10016583
208 S. Akard Street
Dallas, Texas, 75202-4206

With a copy to: Crown Castle South LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

7. The Agreement is amended by adding a new Section 36 to the end thereto:

36. RIGHT OF FIRST REFUSAL. If LESSOR receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring LESSOR's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or LESSOR's interest in the Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to TENANT of said offer, and TENANT shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine TENANT's possessory or economic interest in the Property. LESSOR's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the LESSOR's notice shall provide for a due diligence

period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If TENANT does not exercise its right of first refusal by written notice to LESSOR given within thirty (30) days, LESSOR may convey the property as described in the LESSOR's notice. If TENANT declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and TENANT's right of first refusal shall survive any such conveyance. TENANT shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after TENANT's receipt of LESSOR's notice and the assignment shall be effective upon written notice to LESSOR

8. The parties agree to amend the description of the Property to be as shown as the "Crown Tower Parcel" in Exhibit A attached hereto and incorporated herein, and described as the "Crown Tower Parcel" by metes and bounds on Exhibit B attached hereto and incorporated herein, and Lessor does hereby lease same to Tenant. Exhibit A and Exhibit B attached to this First Amendment shall replace any and all descriptions of the Property.

9. The description and location of those easements and rights of way granted in the Agreement is amended to reflect that "Crown 20' Wide Non-Exclusive Ingress, Egress and Utility Easement" shown in Exhibit A attached hereto, and described as the "Crown 20 - Foot Wide Non-Exclusive Ingress, Egress and Utility Easement" by metes and bounds on Exhibit B attached hereto, and Lessor does hereby grant same to Tenant. Exhibit A and Exhibit B attached hereto shall replace any and all existing descriptions of the easements and rights of way granted in the Agreement; provided, however, in the event the location(s) of any of Tenant's or its subtenants' or licensees' existing utilities and/or access routes are not depicted or described on Exhibit A or Exhibit B, Tenant's easement rights over such area(s) shall remain in full force and effect.

10. As further consideration for Tenant entering into this First Amendment, during the term of the Agreement, Tenant shall have the irrevocable option ("Option") to lease up to a maximum of 5,000 square feet of real property adjacent to the Property at a location to be mutually agreed upon by Lessor and Tenant ("Additional Lease Area") on the same terms and conditions set forth in the Agreement. Tenant may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this First Amendment. If Tenant elects to exercise the Option, after full execution of the Additional Lease Area Documents (as defined below), Tenant shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Tenant for the Property at the time of full execution of the Additional Lease Area Documents. The rent for the Additional Lease Area shall increase in the same manner as the rent increases for the Property. Tenant may exercise the Option by providing written notice to Lessor at any time; provided, however, that following Tenant's delivery of notice to Lessor, Tenant may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within thirty (30) days after Tenant's exercise of the Option, Lessor agrees to execute and deliver an amendment to the Agreement, a memorandum of lease and/or amendment, and any other

documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Tenant's exercise of the Option, Lessor shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to Tenant's satisfaction

11. As additional consideration for amending the Agreement in accordance with this First Amendment, Tenant agrees to pay to Lessor \$10,000.00 ("Signing Bonus") within sixty (60) days of full execution of this First Amendment by the parties. Lessor acknowledges that the Signing Bonus may be paid by Crown Castle South LLC, a Delaware limited liability company ("Crown"), on behalf of Tenant. By signing this First Amendment, Lessor agrees to accept the Signing Bonus from Crown, and Lessor further agrees that the acceptance by Lessor of the Signing Bonus will be a complete accord and satisfaction of that said obligation. Upon payment of the Signing Bonus, Lessor waives and releases Tenant and Crown from any and all claims Lessor may have pursuant to the Agreement (or otherwise) related to or arising out of the Signing Bonus.

12. If requested by Tenant, Lessor will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Lessor hereby appoints Tenant as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

13. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Tenant as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, Lessor owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Lessor shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

Site Name: 239-029.3 (Lake Elsie)
Crown BU: 813817
Cingular Site: 10016583
PPAB 2717891V1

(d) Upon Tenant's request, Lessor shall cure any defect in Lessor's title to the Property which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Property.

(e) Tenant is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

14. IRS Form W-9. Lessor agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.


15. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Tenant have signed this instrument under seal and have caused this First Amendment to be duly executed on the day and year first written above.

Lessor:

City of Haines City, Florida,
a municipal corporation

By:  (SEAL)
Print Name: Horace West
Title: Mayor



IN WITNESS WHEREOF, Lessor and Tenant have signed this instrument under seal and have caused this First Amendment to be duly executed on the day and year first written above.

Tenant:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation,
a Delaware corporation
Its: Manager

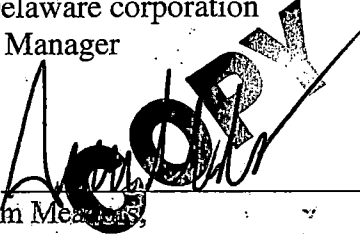
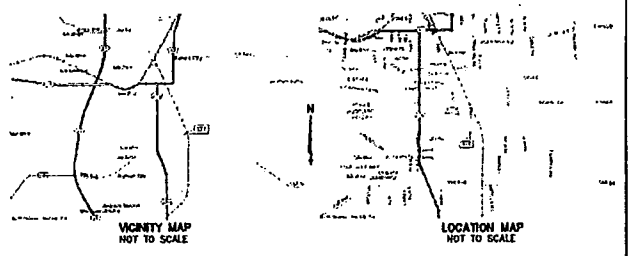
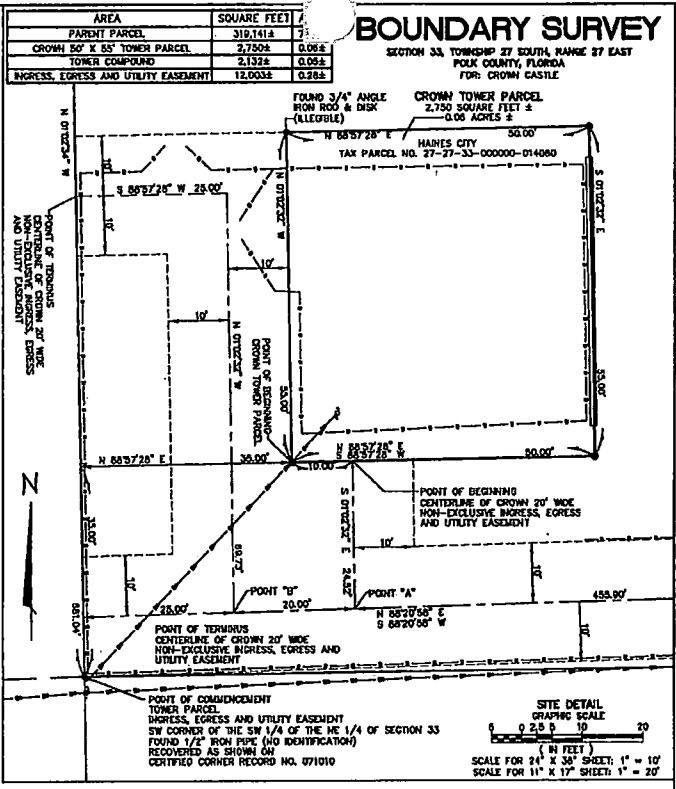
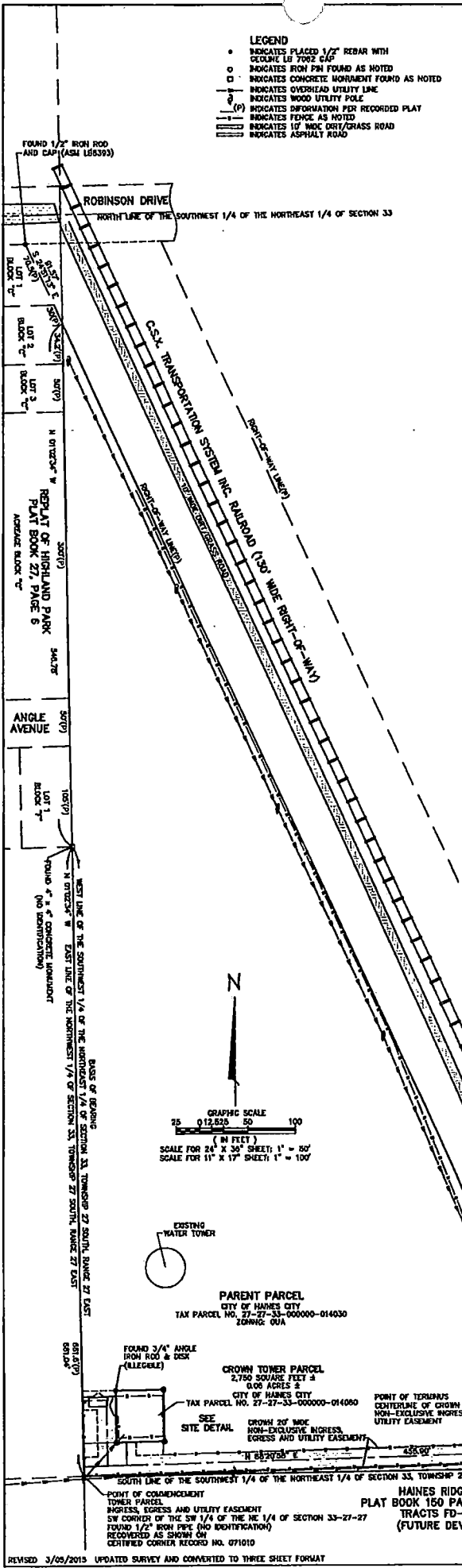
By:  (SEAL)
Gram Meadors,
AVP Sourcing Operations, Strategic Lease Management

EXHIBIT A

[ATTACHED HERETO]

Site Name: 239-029.3 (Lake Elsie)
Crown BU: 813817
Cingular Site: 10016583
PPAB 2717891V1



SURVEYOR'S NOTES

- BEARINGS HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 01°02'34" WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 27 EAST.
- UNDERGROUND UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED. ABOVEGROUND INDICATIONS SET BY OTHERS, NO SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.
- THE BOUNDARY SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED APRIL 17, 2012 AND MARCH 5, 2015.
- UNLESS NOTED OTHERWISE, ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED (U).
- THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A TOWER PARCEL AND ASSOCIATED EASEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE TOWER PARCEL.
- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR AN ABSTRACT. THIS OFFICE HAS NOT PERFORMED A SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, ZONING, SETBACKS OR DEED RESTRICTIONS.
- PARENT PARCEL STREET ADDRESS:
2003 ANGLE AVENUE,
HAINES CITY, FL 33844

FLOOD NOTE

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 120286 0360 F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR THE CITY OF HAINES CITY, POLK COUNTY, FLORIDA, DATED 12/20/2000, THE SUBJECT PROPERTY IS IN FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

SURVEYOR'S NOTE: THE EXISTING TOWER AND THE VISIBLE ABOVE-GROUND TOWER SITE RELATED APPROVED ARE CONTAINED WITHIN THE TOWER PARCEL WITH THE FOLLOWING EXCEPTIONS: GATE AND NORTHERLY PORTION OF THE WESTERLY FENCE, AND THE WESTERLY EDGE OF THE AIR CONDITIONERS ON THE WEST SIDE OF THE NORTHWESTERLY BUILDING.

CERTIFIED TO:
CROWN CASTLE
STEWART TITLE GUARANTEE COMPANY
GEOLINE SURVEYING, INC., LB 7092

David A. Short 3/11/2015
DAVID A. SHORT, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 00222

GEOLINE SURVEYING, INC.

Professional Seal of Surveyor
16400 SW 164th Terrace, Suite A
Aurora, Florida 32819
(407) 418-0200 Fax: (407) 443-1998
geoline@geolineinc.com

OWNER	FLOYD CURTIS	DATE	AS SHOWN
OWNER	FLOYD CURTIS	DATE	MARCH 8, 2015
DRAWN	DAVID SHORT	DATE	MARCH 11, 2015

CROWN CASTLE SUITE BUN BERRY
850-040-8 (LAKES HIGHLANDS) BUN BERRY
ADDRESS: 2003 ANGLE AVENUE, HAINES CITY, FL 33844
DRAWING 263-2878

EXHIBIT B

CROWN TOWER PARCEL

That part of the "City of Haines City" parcel, lying in the southwest 1/4 of the Northeast 1/4 of Section 33, Township 27 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

Commence at a found 4" by 4" concrete monument at the Southwest corner of the Southwest 1/4 of the northeast 1/4 of Section 33, Township 27 South, Range 27 East, Polk County, Florida; thence North 01°02'34" West along the westerly line of said Southwest 1/4 of the Northeast 1/4 for 35.00 feet; thence North 88°57'28" East for 35.00 feet to the point of beginning; Thence North 01°02'32" West for 55.00 feet; thence North 88°57'28" East for 50.00 feet; thence South 01°02'32" East for 55.00 feet; thence South 88°57'28" West for 50.00 feet to said Point Of Beginning.

Containing 2,750 square feet (0.06 acres), more or less.

CROWN 20-FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT

That part of the "City of Haines City" parcel, lying in the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 27 South, Range 27 East, Polk County, Florida, lying within 10 feet of both sides of a centerline being more particularly described as follows:

Commence at a found 4" by 4" concrete monument at the southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 27 South, Range 27 East, Polk County, Florida; thence North 01°02'34" West along the westerly line of said southwest 1/4 of the northeast 1/4 for 35.00 feet; thence North 88°57'28" East for 35.00 feet to the southwest corner of an 50 foot by 55 foot tower parcel; thence North 88°57'28" East along the south line of said tower parcel for 10.00 feet to the Point Of Beginning of the centerline of the herein described 20 Foot Wide Non-Exclusive Ingress, Egress And Utility Easement; thence South 01°02'32" East along a line parallel with the west line of said tower parcel for 24.52 feet to Point "A"; thence South 88°20'58" West for 20.00 feet to Point "B"; thence continue South 88°20'58" West for 25.00 feet to an intersection with said westerly line and a Point Of Terminus of the herein described centerline; thence return to said Point "B"; thence North 01°02'32" West along a line parallel with and offset 10 feet west of said west line for 69.73 feet; thence South 88°57'28" West for 25.00 feet to an intersection with said westerly line and a Point Of Terminus of the herein described centerline; thence return to said Point "A"; thence North 88°20'58" East for 455.90 feet to an intersection with the west right-of-way line of C.S.X. Transportation System, Inc., Railroad (130 foot wide right-of-way) and the Point Of Terminus of the herein described centerline.

Containing 12,003 square feet (0.28 acres), more or less.

Site Name: 239-029.3 (Lake Elsie)
Crown BU: 813817
Cingular Site: 10016583
PPAB 2717891V1

Prepared out of State
Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Cross Index: Book 4245, Page 1701

Tax Parcel 27-27-33-000000-014080

MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("Amended Memorandum") is made effective this 30 day of March, 2017, by and between THE CITY OF HAINES CITY, FLORIDA, a municipal corporation ("Lessor"), with a mailing address of P.O. Box 1507, Haines City, Florida 33844, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, and the successor by merger with BellSouth Personal Communications LLC, a Delaware limited liability company, dated December 31, 2004, for itself and as general partner of BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership ("Tenant"), with a mailing address of New Cingular Wireless PCS, LLC, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, Georgia 30324.

WHEREAS, Lessor and BellSouth Mobility Inc., a Georgia corporation ("BellSouth"), entered into that certain Option and Lease Agreement dated May 8, 1998 (as assigned, the "Agreement"), whereby Lessor leased to BellSouth a portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement, being the "Property"), located at 2003 Angle Avenue (Tax Parcel 27-27-33-000000-014080), Haines City, Polk County, Florida. The Agreement is evidenced by, and the Property is described in, that Short Form/Memorandum of Lease ("Memorandum") recorded in Book 4245, Page 1701 in the Polk County Clerk's Office ("Clerk's Office"); and

WHEREAS, the Agreement has an original term, including all extension terms, that will expire on May 15, 2023 ("Original Term"), and Lessor and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes; and

Site Name: 239-029.3 (Lake Elsie)
Crown BU: 813817
Cingular Site: 10016583
PPAB 2717891V1

WHEREAS, Lessor and Tenant made and entered into a First Amendment to Option and Lease Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Lessor does hereby lease unto Tenant, its successors and assigns, the Property for six (6) additional five (5) year extension terms beyond the Original Term, such that the Original Term and all extension terms of the Agreement may last for a term of fifty-five (55) years, expiring on May 15, 2053, unless sooner terminated as provided in the Agreement; provided that upon expiration of the extension terms the Agreement shall automatically renew for one (1)-year terms unless either party provides notice of termination to the other party.

2. The parties agree to amend the description of the Property to be as shown as the "Crown Tower Parcel" in Exhibit A attached to the First Amendment and attached hereto and incorporated herein, and described as the "Crown Tower Parcel" by metes and bounds on Exhibit B attached to the First Amendment and attached hereto and incorporated herein. Exhibit A and Exhibit B attached to the First Amendment shall replace any and all descriptions of the Property.

3. The description and location of those easements and rights of way granted in the Agreement is amended to reflect that "Crown 20' Wide Non-Exclusive Ingress, Egress and Utility Easement" shown in Exhibit A attached to the First Amendment and attached hereto, and described as the "Crown 20 - Foot Wide Non-Exclusive Ingress, Egress and Utility Easement" by metes and bounds on Exhibit B attached to the First Amendment and attached hereto. Exhibit A and Exhibit B attached to the First Amendment and attached hereto shall replace any and all existing descriptions of the easements and rights of way granted in the Agreement; provided, however, in the event the location(s) of any of Tenant's or its subtenants' or licensees' existing utilities and/or access routes are not depicted or described on Exhibit A or Exhibit B, Tenant's easement rights over such area(s) shall remain in full force and effect.

4. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or Lessor's interest in the Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Property. The details of the right of first refusal granted to Tenant in the First Amendment are provided in the First Amendment.

5. Lessor has granted Tenant an Option (as defined in the First Amendment) to lease an additional 5,000 square feet of land contiguous to the Property during the term of the Agreement, which Option is more particularly defined in the First Amendment. The consideration for the additional land shall be calculated as provided in the First Amendment. The Option shall expire upon the expiration of the Agreement. Lessor may not market, lease, license, grant

Site Name: 239-029.3 (Lake Elsie)
Crown BU: 813817
Cingular Site: 10016583
PPAB 2717891V1

easement rights over or otherwise encumber any property which would prevent or interfere with Tenant exercising the Option.

6. If requested by Tenant, Lessor will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Lessor hereby appoints Tenant as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

7. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

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Site Name: 239-029.3 (Lake Elsie)
Crown BU: 813817
Cingular Site: 10016583
PPAB 2717891V1

3

IN WITNESS WHEREOF, the parties hereto have signed this instrument under seal and have executed this Amended Memorandum as of the date first above written.

Lessor:

City of Haines City, Florida,
a municipal corporation

Signed, sealed and delivered
in the presence of:

Rudo Bongoras
Print Name: Rudo Bongoras

Fred Reilly
Print Name: Fred Reilly

By: [Signature]

Print Name: Harold West
Title: Mayor

STATE OF Florida)
COUNTY OF Polk) SS:

The foregoing Memorandum of First Amendment to Option and Lease Agreement was signed, sealed, delivered, and acknowledged before me this 17 day of November, 2016, by Harold West, as Mayor of the City of Haines City, Florida, a municipal corporation, for and on behalf of the City, who is personally known to me or who [] produced a _____ as identification.



[Signature]
Notary Public

Print Name: Mercedes Hammond

My Commission Expires: June 9, 2017

Site Name: 239-029.3 (Lake Elsie)
Crown BU: 813817
Cingular Site: 10016583
PPAB 2717891V1

EXHIBIT A

[ATTACHED HERETO]

Site Name: 239-029.3 (Lake Elsie)
Crown BU: 813817
Cingular Site: 10016583
PPAB 2717891V1

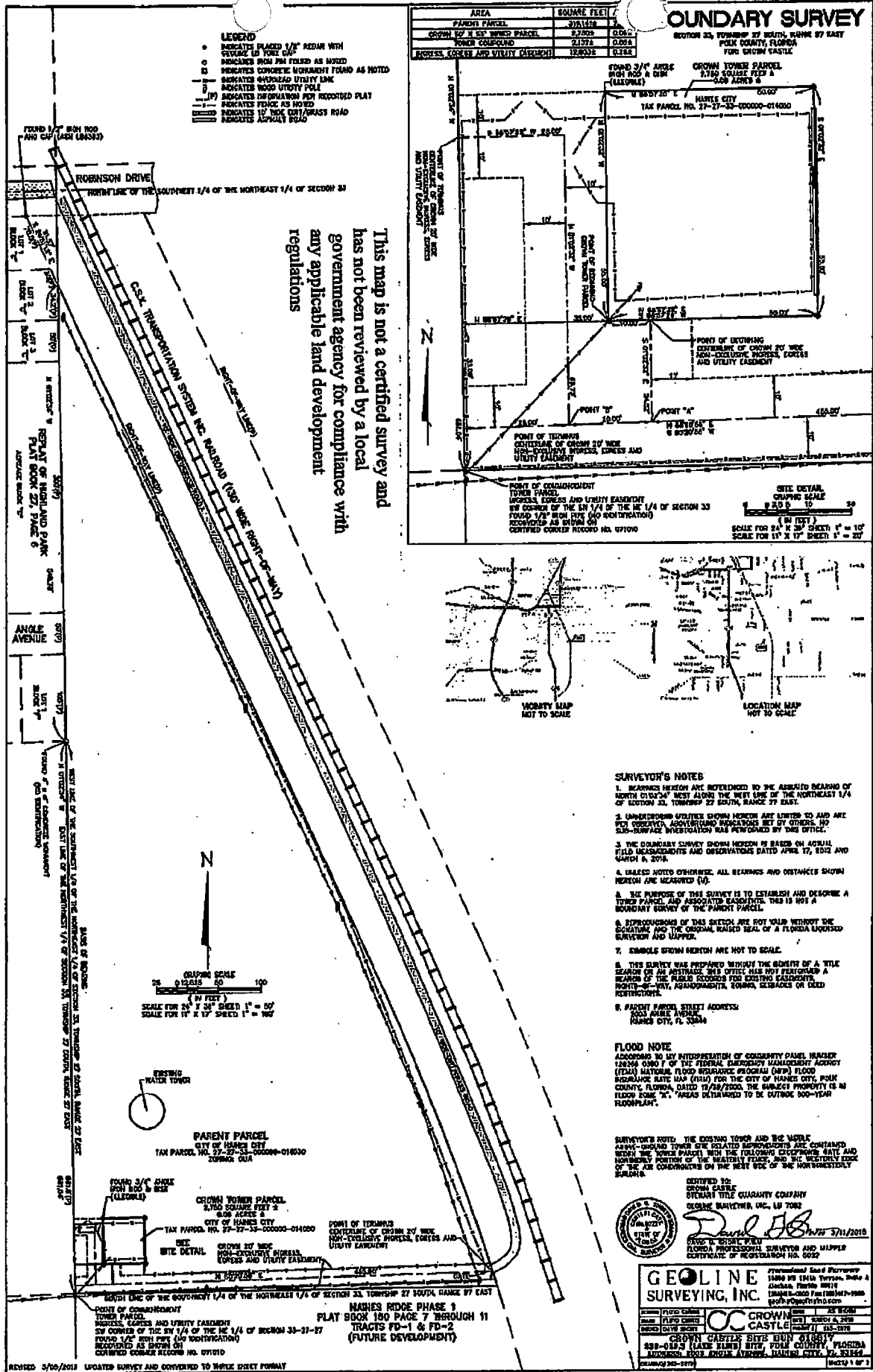


EXHIBIT B

CROWN TOWER PARCEL

That part of the "City of Haines City" parcel, lying in the southwest 1/4 of the Northeast 1/4 of Section 33, Township 27 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

Commence at a found 4" by 4" concrete monument at the Southwest corner of the Southwest 1/4 of the northeast 1/4 of Section 33, Township 27 South, Range 27 East, Polk County, Florida; thence North 01°02'34" West along the westerly line of said Southwest 1/4 of the Northeast 1/4 for 35.00 feet; thence North 88°57'28" East for 35.00 feet to the point of beginning; Thence North 01°02'32" West for 55.00 feet; thence North 88°57'28" East for 50.00 feet; thence South 01°02'32" East for 55.00 feet; thence South 88°57'28" West for 50.00 feet to said Point Of Beginning.

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CROWN 20-FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT

That part of the "City of Haines City" parcel, lying in the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 27 South, Range 27 East, Polk County, Florida, lying within 10 feet of both sides of a centerline being more particularly described as follows:

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Containing 12,003 square feet (0.28 acres), more or less.

Site Name: 239-029.3 (Lake Elsie)
Crown BU: 813817
Cingular Site: 10016583
PPAB 2717891V1

April 12, 2017

Ms. Mercedes Hammond
c/o City of Haines City
620 E. Main Street
Haines City, FL 33844
863-421-3600

BUN: 813817 – 239-029.3 Lake Elsie Tower

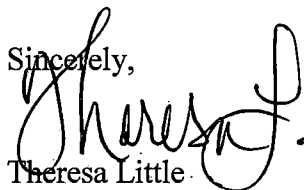
Ms. Hammond,

Crown Castle would like to thank you for extending the above mentioned lease with us.

Enclosed is the fully executed First Amendment to Option and Lease Agreement and the recorded Memorandum of First Amendment to Option and Lease Agreement. I have also attached the signing bonus check as well. Please keep for your records.

It has been a pleasure working with you to finalize this extension deal. If you ever have any questions regarding this transaction in the future, please let me know

Sincerely,



Theresa Little
Transaction Specialist
713-570-3052



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Brian Ross, Technology Management Director

Date: September 7, 2023

Subject: Audio/Visual Upgrades at Oakland Neighborhood Center Auditorium

Executive Summary

Upgrade existing audio/visual equipment at the Oakland Neighborhood Center Auditorium.
Staff Contact: Brian Ross, Technology Management Director

Introduction

The intent of this item is to upgrade the existing audio/visual capabilities at the Oakland Neighborhood Center Auditorium.

Background

The Oakland Neighborhood Center Auditorium has older audio/visual equipment that does not meet the current needs of those using the facility. The purpose of this project is to upgrade the existing audio/visual systems to match the equipment at other City facilities and provide better audio/visual capabilities for users. The Integration Factory has won the bids for other City audio/visual projects and currently provides the support and maintenance for the City's existing audio/visual systems. The Integration Factory also has a current bid award with the Brevard County School Board.

Organizational Goal(s)

Technology: Utilize technology to enhance public services.

Budget Impact

The budget impact for fiscal year 2023 is \$44,799.85 and budgeted in the Parks and Recreation department.



Recommendation

Staff recommends approval to piggy-back off the Brevard County School Board contract and purchase audio/visual equipment and services from the Integration Factory for the Oakland Neighborhood Center Auditorium.



Proposal To:

Haines City

For:

ONC Auditorium AV

915 Ave. E

Haines City, FL 32955

P-173293

489
August 22, 2023

AUDITORIUM

SCOPE

The Integration Factory will supply and install a new Audio-Visual System in the Oakland Neighborhood Center Auditorium located at 915 Ave. E in Haines City. The following is a description of the proposed solution.

This job will ride on the School Board of Brevard County, Florida contract ITB # 20-415-B-SH: Intercom & Sound System Products & Related Services

Video:

The video system will be projection based and will include Barco G60 coupled with a Barco G Lens.

The backbone of the video system will be the Crestron Digital platform. The 4 Series Digital Media presentation system that will provide high-definition presentation control and signal routing solution with multiformat matrix switching.

Video and presentation sources will include (2) two Digital Media wall plate transmitters installed on the wall and a media scaler at the projector.

Audio:

Audio for the room will include (6) six 6.5" QSC surface mount speakers, (1) Shure Dual Wireless Microphones Receiver, and (2) Shure Wireless Handheld Microphones. The audio will be powered by a QSC Dual Channel Amplifier.

Control:

The audio and video components will be integrated through a QSC Core110f. The system will be controlled via a Crestron 7" Wall Mount Touch Screen. The touch panel will include a custom-programmed Graphical User Interface in conjunction with the specifications provided by Haines City.

**Network will be furnished and installed by others.*

**Two single gang boxes for Crestron Wall Plate Transmitters furnished and installed by others.*

AUDITORIUM

AUDIO SYSTEM

QTY DESCRIPTION

- 1 Shure ULXD4D--J50A ULXD4D DUAL WIRELESS RECEIVER
- 2 Shure ULXD2/SM58--J50A Handheld Transmitter with SM58® Microphone
- 6 QSC AC-S6T-WH 6.5" Two-way surface speaker, 70/100V transformer with 8Ω bypass, 130° conical coverage, includes Yoke Mount. Color - White. Priced individually, sold only in pairs.
- 1 Attero Tech unDX2IO+ 4x2 Channel 2 Gang US Wall Plate w/XLR, Phoenix I/O, PoE
- 1 TIF Assorted Required parts, cable & materials
- 1 West Penn Wire 254246EZBL1000 4P 23G SLD CAT6 UTP CMP Blue 1000'
- 1 West Penn Wire 25225BBK0500 1P 16G STRD UNSHLD PLENII
- 1 TIF Construction Equipment Rental

VIDEO SYSTEMS

QTY DESCRIPTION

- 2 Crestron DM-TX-4KZ-100-C-1G-B-T DigitalMedia 8G+ 4K60 4:4:4 HDR Wall Plate Transmitter, Black
- 1 Crestron DM-RMC-4KZ-SCALER-C DigitalMedia 8G+ 4K60 4:4:4 HDR Receiver and Room Controller with Scaler
- 1 Draper 143030U Ultimate Access V, 165", 16:10, Matt White XT1000VB, 110 V, with LVC-IV Low Voltage Controller
- 1 Barco R9008757 G60-W8 Black - body only
- 1 Barco R9832778 G LENS (WUXGA 2.90-5.50:1)
- 1 Chief KITLS012018 RPMA1, CMS012018, CMS440,
- 1 C2G CG56782 3FT HDMI HS W ETHERNET CB
- 1 Crestron HD-MD4X1-4KZ-E 4x1 4K60 4:4:4 HDR AV Switcher



AUDITORIUM

CONTROL SYSTEMS

QTY DESCRIPTION

1 Crestron TSW-770-B-S 7 in. Wall Mount Touch Screen, Black Smooth

MDF/IDF

AUDIO SYSTEM

QTY DESCRIPTION

- | | |
|---|--|
| 1 | QSC CORE 110f Unified Series Core with 24 local I/O channels, 128x128 network I/O channels, dual LAN ports, telephone POTS, 16x16 GPIO, 16 AEC channels, 1RU |
| 1 | Crestron CP4 4-Series Control System |
| 1 | QSC SPA2-60 1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8Ω & 4Ω, Bridged operation 200 watts into 8Ω & 4Ω, and 250 watts into 70v and 100v / 100-240 VAC Operation |



ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

A deposit of 100% of Equipment price upon acceptance of the proposal. Progress billing for the balance of the project or some other negotiated term.

EQUIPMENT TOTAL	\$30,614.63
SHIPPING TOTAL	\$699.34
<hr/>	
LABOR TOTAL	\$13,485.88
<hr/>	
TOTAL SALES TAX	\$0.00
PROJECT TOTAL	\$44,799.85

SIGNED

DATE

PRINT NAME

TITLE

Acceptance of this proposal authorizes The Integration Factory, Inc. to proceed with the installation of the included systems at the facilities of Haines City constructing at 915 Ave. E Haines City, FL 32955 as described in the totality of this document. I further authorize The Integration Factory, Inc. to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to The Integration Factory, Inc., in keeping with the Terms of Payment listed above. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by Haines City or their staff, construction, other building trades or any other party. Additional costs may be incurred by Haines City from The Integration Factory, Inc., if such delays result in additional costs that are not covered by the pricing in this proposal. Any additions to and/or deletions from the materials and labor to be provided and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by Haines City and The Integration Factory, Inc. This proposal is valid only if accepted in writing by Haines City and is valid until August 19, 2023. If a deposit is required, it is due on receipt of invoice.



PROJECT EXCLUSIONS

The following is the list of Project Exclusions that cover the Scope of Work including but not limited to labor, equipment and/or materials as well as related work by other trades that are not defined or in conflict with the request for proposal (RFQ) documents.

1. **All high voltage electrical work:** which includes but is not limited to electrical receptacles/plates, electrical circuits/breakers, power panels, high voltage wiring panels, junction boxes, pull/connection boxes, receptacles, interior /exterior wiring/cable/device cabinets/enclosures, all conduit(s), cable trays, raceways, isolation transformers, panel surge protection, combined services floor boxes and/or outlet boxes installed permanently in the floors, walls and ceilings, any type of pole(s) or stanchion style mount(s), all types of electrical wire/cable and any related materials are excluded from this scope.
2. **All structural and non-structural work:** which includes but is not limited to welding, metal fabrication, all types of wall backing support for all types of devices are excluded from this scope.
3. **All patching:** which includes the patching of all types of ceiling, roof, wall and floor penetration(s) and the installation of fire stopping materials is excluded from this scope.
4. **All concrete work** which includes all forms of concrete cutting and/or core drilling is excluded from this scope.
5. **All HVAC & plumbing:** which includes all forms of HVAC ducts, vents, plumbing and any relocation required is excluded from this scope.
6. **All drywall work:** which includes all forms of drywall work and repair is excluded from this scope.
7. **All finishes work:** which includes all forms of painting, wallpaper, custom finishes is excluded from this scope.
8. **All millwork:** which includes all forms of millwork (moldings, trim, etc.) or modifications to millwork to accommodate any of the AV equipment is excluded from this scope
9. **All ceiling work:** which includes all forms of ceiling construction, fabrication and the supply of any acoustical tiles is excluded from this scope.
10. **All union work:** which includes work performed by any of the trade unions is excluded from this scope.
11. **All overtime work:** which includes any overtime hours required to meet an accelerated project schedule.
12. **All expedited shipping:** which includes any shipping of equipment that must be expedited for the project due to accelerated schedule changes by the owner or the general contractor is excluded from this scope and will be presented as a change order to the project.
13. **Schedules:** Any additional trips, labor or materials due to the failure of the other trades to have the audio visual system(s) rough-in work completed as scheduled as previously confirmed in writing, will be presented as a change order to the project.
14. **All Network connectivity:** All voice and data cabling, analog phone lines, network porting, routing, switching, port configuration, WAP's and internet connectivity necessary to support the AV & control equipment/system(s) unless specifically provided for in the proposal.
15. **All Uninterruptible Power Supplies:** All types of UPS including online and surge protection devices are excluded from this scope unless specifically provided for in the proposal.
16. **All Media Players:** Any subscription music (BGM) based media players are excluded from this scope.
17. **All Off Air & Cable Tuners:** All types of off air VHF/UHF/HD & Cable set top box tuners are excluded from this scope.

90 DAYS LIMITED WARRANTY

SERVICES AND WORKMANSHIP INSTALLED AND PROVIDED BY THE SELLER

The Integration Factory (TIF) warrants to Haines City that the services and workmanship provided by TIF and its sub-contractors, which are subjected to normal use and service as specified by TIF to Haines City, will be free from defects, for a period of 90 days from the first day after Haines City. acknowledgement of acceptable completion of installation. TIF's obligation with respect to this warranty shall be limited to inspection, repair or replacement of defective workmanship. TIF warrants that Haines City. will have a response to a warranty claim against workmanship by the TIF and its subcontractors, by the end of the next business day after the claim is made. If necessary, TIF or a representative of TIF will be on site within two (2) business days, to inspect the workmanship. If an inspection by TIF or a representative of TIF does not disclose any defect in workmanship, TIF's regular service charges shall apply. This warranty shall not apply to any products which must be replaced because of normal wear or which have been subjected to misuse, negligence, accident or unauthorized alteration.

GOODS MANUFACTURED BY OTHERS

Goods manufactured by others and provided by TIF or its subcontractors, which are subjected to normal use and service as specified by TIF to the original Buyer, will be covered under warranty as stated by the manufacturer. TIF warrants that Haines City will have a response to a warranty claim against Goods manufactured by others and provided by TIF and its subcontractors, by the end of the next business day, after the claim is made. Upon authorization from TIF, Haines City. will be obligated to correctly package and return the defective equipment to the appropriate manufacturer's service center. The service center will return the equipment to Haines City. after the repair is complete. The timeline of repair is based on manufacturer's repair schedule. Packaging and shipping and handling costs to and from the service repair center are the sole responsibility Haines City.

SYSTEM CONFIGURATION AND SOFTWARE SUPPORT

TIF will provide ninety (90) days of system configuration and software support from the date of first operational use. This warranty shall include additions or changes that can be done via an internet connection or onsite. Haines City. will be obligated to cover travel, lodging and other out of pocket costs if a site visit is required to make configuration and software changes to the system beyond the ninety (90) days. Seller will provide telephone support to Buyer for all warranty claims, system configuration and software support Monday through Friday, except holidays, from 9:00 a.m. until 5:00 p.m., EST.

EXCLUSIONS

This warranty is void if another service provider, not authorized by the TIF, alters, adjusts or changes in any manner the equipment, systems or configurations covered by this warranty during the warranty period. TIF, in no manner, direct or indirect warrants any of the following:

- Any related parts of a system, components or equipment supplied by Haines City. or any agent, supplier or representative of Haines City.
- Fuses, batteries, media and similar apparatus or components subject to wear or burn out through usage.
- Damage and degradation to components, equipment and/or system performance due to Acts of God, abuse, vandalism, terrorism, abnormal environmental conditions, electrical power line disturbances, susceptibility to and immunity from Radio Frequency (RF) devices provided by and/or operated by others which are not in conformance with FCC regulations.
- Damage as a result of unauthorized modifications of installed systems including defacing manufactured serial numbers or re-labeling or rewiring of equipment.

This warranty is expressly in lieu of all, and any other expressed or implied warranties, including any expressed or implied warranty of merchantability or fitness for particular purpose, and in no event shall Seller be liable for incidental or consequential damages, or for damages to property, or for death or bodily injury or for any loss or damage arising from use of products manufactured by Seller. Seller's obligations and liabilities under the limited hardware and software warranty terms will not be enforceable until the Seller has received all monies due for such products/installation.



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: Terrell Griffin, Parks and Recreation Director

Date: September 7, 2023

Subject: Paving Authorization Request for Oakland North Cemetery Expansion

Executive Summary

Seek authorization for the paving of the Oakland North Cemetery expansion.

Staff Contact: Terrell Griffin, Parks and Recreation Department

Introduction

The intent of this item is to seek authorization for the paving of the Oakland North Cemetery expansion.

Background

In an effort to prepare for future cemetery needs in the Oakland Cemetery, the expansion is necessary. The expansion will cover blocks – I, J, K, L, M, N, O, and P.

We received quotes from the following companies:

- AAA Quality Asphalt - \$157,000
- General Asphalt - \$180,135.70
- Imperial Paving, LLC - \$264,305
- Larson's Grading & Paving - \$139,885

Organizational Goal(s)

Infrastructure: Maintain, protect and design infrastructure that ensures a desired level of service and provides for future needs.

Budget Impact

The budget impact for fiscal year 2023 is \$139,885 and budgeted in the Parks and Recreation Department's General Capital fund.



Recommendation

Staff recommends the approval of an agreement with Larson's Grading & Paving for paving services for the Oakland North Cemetery expansion project in the amount of \$139,885.



Quoted To: CITY OF HAINES CITY

ATT. Joe

Project: Oakland Cemetery - North Partial
Location: Haines City

Date - AUG 22, 2023
Bid # 4008 - 08/2023

PAGE: 1

<u>ITEM NO.</u>		<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>BID</u>	<u>TOTAL</u>
1.00	Mobilization	1.00	LS	3,700.00	\$3,700.00
2.00	Layout	1.00	LS	7,250.00	\$7,250.00
3.00	Earthwork	1.00	LS	32,000.00	\$32,000.00
4.00	Install Shape & Compact (6.00")	3,914.00	SY's	21.95	\$85,912.30
5.00	Pave with Type SP-TL-C 9.5 Recycle Asphalt (1.50")	3,914.00	SY's	13.10	\$51,273.40
ESTIMATED TOTAL					\$180,135.70

Please be aware that due to the volatility of the material prices, AC, fuels, and trucking, General Asphalt of Lakeland cannot guarantee these prices beyond 30 days past the above bid date unless otherwise noted above. Please be advised that due to recent events and a very unstable market, our suppliers are indicating we will see major increases.

NOTES:

- 1.) THE ABOVE PRICING IS GOOD FOR THIRTY (30) DAYS FROM THE ABOVE BID DATE. AFTER THIRTY (30) DAYS, GENERAL ASPHALT OF LAKELAND RESERVES THE RIGHT TO INCREASE THE PRICE, BASED ON THE CURRENT ASPHALT PRICING MARKET.
- 2.) UNLESS OTHERWISE NOTED, THIS IS A UNIT PRICE PROPOSAL, PAYMENT SHALL BE BASED UPON ACTUAL FIELD MEASURED QUANTITIES.
- 3.) GENERAL ASPHALT OF LAKELAND RESERVES THE RIGHT TO INCREASE UNIT PRICES, IF QUANTITIES ARE TEN (10) PERCENT LESS THAN PROPOSED.
- 4.) THIS QUOTE IS BASED ONE (1) MOBILIZATION('S), IF ADDITIONAL MOBILIZATIONS ARE REQUIRED, ADD 4,500.00 FOR EACH ADDITIONAL MOBILIZATION.
- 5.) PRICING IS BASED ON USING BINDER PG 52-28. ANY ADDITIONAL ADDITIVES OR OTHER BINDERS WILL COULD RESULT IN ADDITIONAL CHARGES.
- 6.) POSITIVE DRAINAGE IS NOT GUARANTEED ON AREAS HAVING LESS THAN 3% FALL.
- 7.) PRICING EXCLUDES ANY BOND, LAYOUT, M.O.T., STRIPING, OR TESTING, UNLESS OTHERWISE NOTED ABOVE.
- 8.) PRICING EXCLUDES ANY (NIGHT SHIFT WORK) UNLESS NOTED ABOVE.
- 9.) THE ABOVE ITEMS ARE BID, BASED ON CURRENT FDOT DESIGNS AND TESTING CRITERA.
- 10.) PAYMENT IS DUE, NET THIRTY (30) DAYS FROM OUR INVOICE DATE.
- 11.) IF PAYMENT IS NOT RECEIVED WITHIN SIXTY (60) DAYS OF OUR INVOICE DATE, A "NOTICE OF NON-PAYMENT" WILL BE SENT OUT WITH AN INTENT TO LIEN IN TEN (10) DAYS . IF AN ATTORNEY IS REQUIRED IN ORDER TO COLLECT PAYMENT, ATTORNEY FEES WILL ALSO BE COLLECTED.
- 12.) WARRANTY PERIOD IS ONE (1) YEAR FROM INVOICE DATE. GENERAL ASPHALT OF LAKELAND WARRANTS THAT THE INVOICED AREA OR PHASE WILL REMAIN FREE OF DEFECTS IN WORKMANSHIP AND/OR MATERIALS FOR THE WARRANTY PERIOD.

Jamie Simmons
General Asphalt of Lakeland

Date: _____

Accepted By: _____

General Asphalt of Lakeland
4526 Maine Avenue
Lakeland, Florida 33801
Phone (863) 665-4210
Fax (863) 665-4214

IMPERIAL PAVING, LLC
PO BOX 5306
LAKELAND, FL 33807
PHONE: 863-934-8661
www.PavingFlorida.com



PROPOSAL

Date	Proposal #
8/3/2023	10651

PROPOSAL SUBMITTED TO:
CITY OF HAINES CITY JOE JACKSON 300 NORTH 5TH ST HAINES CITY, FL 33844 PH# 863-421-3777 / 863-421-9974

PROJECT LOCATION
OAKLAND CEMETARY * * * e: joe.jackson@hainescity.com

Sales Rep
MG

Item	Description	Qty	Rate	Total
EXCAVATE	EXCAVATE 35,250 S.F. TO A DEPTH OF 7.5" AND REMOVE SPOILS FROM SITE. APPROX. 1,100 CUBIC YARDS TO BE GRUBBED		78,840.00	78,840.00
BASE	IMPORT, INSTALL AND COMPACT 35,250 S.F. OF 6" D.O.T. LIMEROCK .		116,288.00	116,288.00
PRIME/SAND	APPLY 35,250 S.F. OF MS PRIME COAT.		2,546.00	2,546.00
ASPHALT INST...	INSTALL APPROX. 32,650 S.F. OF 1.5" SP9.5 TLC 40% RAP ASPHALT (IN ONE LIFT) TO PROJECT AREA(S). ROLL, LEVEL AND COMPACT TO PROPER DENSITY WITH STEEL DRUM ROLLER AND RUBBER TIRE TRAFFIC ROLLER.		54,090.00	54,090.00
M.O.E.	MOBILIZATION AND DEMOBILIZATION OF EQUIPMENT TO AND FROM PROJECT.		2,500.00	2,500.00
SILT FENCE	1,282 L.F. OF CLASS 3 SILT FENCE		4,102.00	4,102.00
SURVEYING/AS...	IMPERIAL PAVING WILL PROVIDE LAYOUT AND ASBUILTS FOR PROJECT		2,939.00	2,939.00
M.O.E.	MOBILIZATION AND DEMOBILIZATION OF EQUIPMENT TO AND FROM PROJECT. (1) EACH FOR BASE CREW AND (1) EACH FOR PAVING CREW		3,000.00	3,000.00
	NOTE: IMPERIAL PAVING WILL NOT BE RESPONSIBLE FOR PERMITTING, ENGINEERING, CONSTRUCTION MATERIAL TESTING OR ANY PLANT OPENING FEES			
LIEN	***PLEASE BE AWARE OF IMPERIAL PAVING, LLC'S PAYMENT TERMS. IF NON-PAYMENT RESULTS IN FILING A CLAIM OF LIEN CUSTOMER WILL BE RESPONSIBLE FOR THE COSTS OF THE FILING - THIS WILL BE COSTS FOR NOTICE OF NON-PAYMENT, CLAIM OF LIEN AND ANY OTHER LEGAL / ATTORNEY FEES THAT ARE INCURRED DUE TO NON -PAYMENT***			

DUE TO RECENT INCREASES IN PRICING FOR MATERIALS AND FUEL, IMPERIAL PAVING CAN ONLY GUARANTEE THE PROPOSED AMOUNT IF THE WORK COMMENCEMENT DATE IS WITHIN 30 DAYS OF THIS PROPOSAL.	Total	\$264,305.00
---	--------------	--------------

Signature _____

H&S Investment Group of Central
 Florida LLC
 P. O. Box 1564
 Winter Haven, FL 33882 US
 (863) 521-5454
 aaatopqualityasphalt@gmail.com
 www.aaatopqualityasphalt.com

Proposal



ADDRESS
CITY OF HAINES CITY 300 N 5TH STREET HAINES CITY, FLORIDA 33844

SHIP TO
OAKLAND CEMETERY 1250 CEMETERY ROAD HAINES CITY, FLORIDA 33844

PROPOSAL #	DATE
9378	07/27/2023

SALES REP
 DAVID PRILLHART

ITEM	DESCRIPTION	QUANTITY	COST	TOTAL
SALESMAN 4	THANK YOU FOR ALLOWING US TO BID ON YOUR PROJECT. PLEASE CONTACT DAVID PRILLHART FOR ANY QUESTIONS REGARDING THIS COST ESTIMATE AS WELL AS ANY SCHEDULING NEEDS. YOU CAN REACH HIM ON HIS CELL PHONE AT (863) 956-7724, OR AT THE OFFICE AT (863) 521-5454.			
JOB INFO	BASE AND ASPHALT NEW 12' ROADWAYS (2,710 LN. FT. LONG)			
M.O.E.	MOBILIZATION OF EQUIPMENT TO THE DESIGNATED PROJECT. ONE INCLUDED.			
SURVEYING	LAYOUT AND AS-BUILT THE PROJECT USING A FLORIDA LICENSE SURVEY COMPANY.			
SILT FENCE	SUPPLY, TRENCH AND INSTALL 1,282 LN. FT. OF CLASS 3 SILT FENCE.			
BASE	REMOVE ALL EXTRA DIRT, GRASS AND GROWTH FROM APPROXIMATELY 35,250 SQ. FT. (3,917 S.Y.) TO A DEPTH OF 7.5" AND INSTALL 6" OF ROAD BASE LIMEROCK AND/OR CRUSHED CONCRETE MATERIALS. REMOVE EXCESS EXCAVATED MATERIALS (@ 1,100 CU. YDS.) FROM SITE AND DISPOSE OF. ROLL, LEVEL AND PACK TO PROPER DENSITY WITH STEEL WHEEL DOUBLE DRUM ROLLER, AND RUBBER TIRE TRAFFIC ROLLER. THIS ITEM YIELDS 1,300 TONS OF BASE			

ITEM	DESCRIPTION	QUANTITY	COST	TOTAL
PRIME & SAND	<p>MATERIALS</p> <p>APPLY 3,917 SQ YDS OF ERGON ASPHALT EMULSIONS SP-MS PRIME COAT TO THE PROJECT AREA FOR ASPHALT INSTALLATION.</p>			
ASPHALT INSTALL	<p>INSTALL APPROXIMATELY 32,650 SQ. FT. (3,628 SQ. YDS) OF 1.5" SP9.5.5 TLC (F-DOT MAX RAP 40%) (ONE LIFT) TYPE HOT MIX ASPHALT MATERIALS TO THE PROJECT AREA. ROLL, LEVEL AND PACK TO PROPER DENSITY USING A STEEL WHEEL DOUBLE DRUM ROLLER AND RUBBER TIRE TRAFFIC ROLLER.</p>			
TOTAL PROJECT PRICE	<p>THIS ITEM YIELDS 300 TONS</p> <p>TOTAL PROJECT COST FOR THE ABOVE LISTED SCOPE OF WORK.</p>	1	157,000.00	157,000.00
EXCLUSIONS	<p>*** PLEASE NOTE ***</p> <p>DUE TO THE VOLATILITY OF THE CURRENT MARKET IN REFERENCE TO OIL BASED PRODUCTS, WE RESERVE THE RIGHT TO RELOOK AT PRICING AT TIME OF ASPHALT INSTALLATION.</p> <p>EXCLUSIONS:</p> <p>ASPHALT OVERAGES DUE TO BASE NOT BEING CORRECT, TACK, PRIME, SAND, SILT FENCE, SURVEY, AS-BUILTS, SOIL TESTING, DENSITY TEST, PAINT, BOND, PERMIT, PERMIT FEES, SOD, NIGHT WORK, LIGHT PLANT, HERBICIDE AND WORK NOT INDICATED OR IMPLIED IN THE ABOVE LISTED SCOPE OF WORK. NOT RESPONSIBLE FOR REFLECTIVE CRACKING COMING UP DUE TO PAVING OVER OLD ASPHALT OR CONCRETE. TQA PROMOTES POSITIVE DRAINAGE BUT DUE TO EXISTING ELEVATIONS PONDING MAY OCCUR. POSITIVE DRAINAGE IS NOT GUARANTEED ON ALL AREAS. DUE TO THE HEAT OF THE SUMMER TEAR MARKS MAY APPEAR BUT SHOULD SUBSIDE WHEN THE WEATHER COOLS DOWN. WE SAND THE ASPHALT AFTER INSTALLATION TO HELP WITH THIS SITUATION. TQA IS NOT RESPONSIBLE FOR VEGETATION GROWTH THROUGH NEW ASPHALT PAVEMENT, NOR DAMAGE TO THE ASPHALT AFTER WE HAVE LEFT THE PROJECT LOCATION. ALL WORK QUOTED IS SPECIFIED ABOVE. ANY WORK NOT SPECIFICALLY LISTED IS NOT INCLUDED.</p> <p>WARRANTY OF ASPHALT PAVEMENT OR BASE INSTALLATION IS NOT INCLUDED IN AREAS</p>			

ITEM	DESCRIPTION	QUANTITY	COST	TOTAL
	<p>WHERE FAILURES ARE CAUSED BY EXISTING SUB-GRADE SOILS AND / OR SUB-GRADE SOILS THAT CONTAIN CLAYEY SOILS, ORGANICS OR UNSUITABLE MATERIALS.</p> <p>WARRANTY OF ASPHALT PAVEMENT IS NOT INCLUDED IN AREAS WHERE FAILURES ARE CAUSED BY BASE AND / OR SUBGRADE INSTALLED AND COMPACTED BY OTHERS.</p> <p>PAYMENT IS DUE IN 30 DAYS FROM ORIGINAL INVOICE DATE. IF PAYMENT IS NOT RECEIVED WITH IN 60 DAYS FROM ORIGINAL INVOICE DATE A NOTICE OF NON-PAYMENT WILL BE FILLED/SENT OUT WITH THE INTENT TO LIEN IN 10 DAYS. IF A ATTORNEY IS RETAINED IN ORDER TO COLLECT PAYMENT THEN THE FEES WILL ALSO BE INCLUDED. PRIOR TO PAVING THE BASE NEEDS TO BE INSPECTED. BASE NEEDS TO BE FIRM ON GRADE AND UNYIELDING. THE BASE SHOULD HAVE A STRING LINE TEST TO ENSURE THE THICKNESS OF THE ASPHALT BEING INSTALLED.</p> <p>ANY AND ALL OVERAGES WILL BE SENT BACK TO THE CONTRACTOR. ANY ADDITIONAL MOBILIZATIONS WILL BE AT THE CONTRACTOR EXPENSE AT \$3,500.00. WE TRY AND HOLD PRICES FOR AT LEAST THIRTY DAYS BUT AFTER THAT PRICES ARE SUBJECT TO CHANGE DUE TO PRICE INCREASES IN MATERIALS, HAULING ECT.</p>			

ACCEPTANCE OF PROPOSAL

TOTAL

\$157,000.00

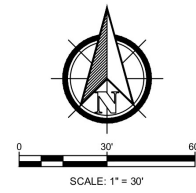
THE ABOVE PRICES,SPECIFICATIONS,AND CONDITIONS ARE HEREBY ACCEPTED. AAA TOP QUALITY ASPHALT, LLC IS AUTHORIZED TO COMPLETE THE WORK AS SPECIFIED. PAYMENT WILL BE MADE PER AGREEMENT. PROPOSAL IS GOOD FOR 30 DAYS FROM ABOVE DATE.

Accepted By

Accepted Date

OAKLAND CEMETERY

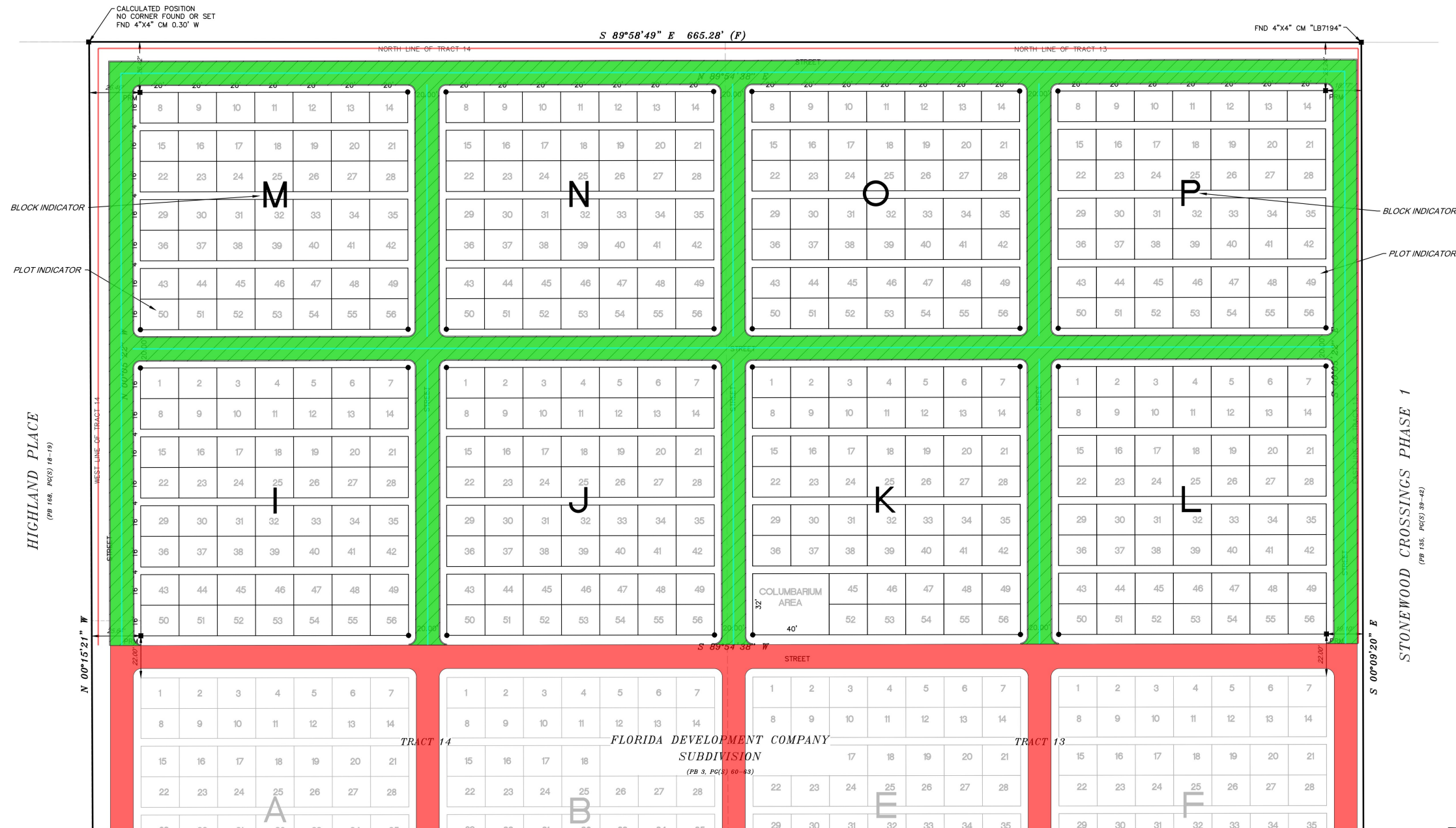
BLOCKS I, J, K, L, M, N, O, AND P
SECTION 16, TOWNSHIP 27 SOUTH, RANGE 27 EAST
CITY OF HAINES CITY, POLK COUNTY, FLORIDA



Pennoni
PENNONI ASSOCIATES, INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185
COA #00007819

STONEWOOD CROSSINGS PHASE 2

(PB 150, PG(S) 50-51)



Legend

- - 4"x4" Concrete Monument Permanent Reference Marker
- - 5/8" Iron Cap & Cap
- FND - Found
- PB - Plat Book
- PG - Page
- PRM - Permanent Reference Marker

- SURVEY NOTES:**
- 1) Bearings based on the South line of the Northwest 1/4 of the Southwest 1/4 of Section 16, Township 27 South, Range 27 East, being North 89°54'38" East.
 - 2) This is not a survey, see Envisors, a Division of Pennoni, Boundary Survey, Drawing Number HAC1701, dated February 13, 2017.

U:\Account\HAC1701\Oakland Cemetery\Engineering\DESIGN\WIP\PROJECT\DRAWING\WIP\PLAN.dwg PLOTTED: 6/10/23 10:52 AM BY: Scott Sabert PLOTSTYLE: Pennoni.ncs:ib PROJECT STATUS: ---

New Asphalt Road - 12' Wide	32611.7 SQ FT
6" Base (HATCHED) - 13' Wide	35236.8 SQ FT
ROADWAY - LN. FT.	2709.4 FT
Existing Asphalt (Viewing Purposes Only)	13214.3 SQ FT
Silt Fence	1282.0 FT

AAA
TOP QUALITY ASPHALT
PO BOX 1546
Winter Haven, Florida 33882
863-521-5454

OAKLAND CEMETERY
PLOT PLAN
BLOCKS I THROUGH P
CITY OF HAINES CITY

NO.	REVISIONS	DATE	BY

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES. AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	HACIX23006
DATE	2023-06-01
DRAWING SCALE	1" = 30'
DRAWN BY	LSS
APPROVED BY	RFD

V-PLOT
SHEET 1 OF 1 509



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners
Through: James R. Elensky, City Manager
From: James Keene, Public Services Administrator
Date: September 7, 2023
Subject: Purchase of a Jet-Vac Ring-O-Matic 850VX

Executive Summary

Public Infrastructure Department is requesting approval to purchase a Jet-Vac Ring-O-Matic 850VX for more economical use in smaller stormwater and transportation repair and maintenance projects.

Staff Contact: James Keene, Public Services Administrator

Introduction

The intent of this item is to request authorization from City Commissioners to purchase the quoted equipment for use in Stormwater and Transportation Divisions for repairs and maintenance.

Background

Public Infrastructure Department does not currently have this equipment in inventory. It will be more efficient and economical for smaller stormwater and transportation projects. This purchase will be through Sourcewell Contract #101221-RGO.

Organizational Goal(s)

Infrastructure: Maintain, protect and design infrastructure that ensures a desired level of service and provides for future needs.

Budget Impact

The budget impact for fiscal year 2022/2023 is \$143,087.80 and is budgeted in the Stormwater Division G/L #404-10-53-8-6-63-10.

Recommendation

Staff recommends the purchase of the Jet-Vac Ring-O-Matic 850VX for use in stormwater and transportation repairs and maintenance.



Date: 08/02/2023

Quoted To:
 Haines City
 Attn: Accounts Payable
 300 North 5th Street
 Haines City FL 33844

Location: ORLANDO
Quote Number: Q00465
Expiry Date: 09/01/2023
Salesperson: RICKY DEBUSK
 (561) 829-7203
 ricky@jet-vac.com
Responsible: HILARY HODGE
 (803) 848-1737
 hilary@jet-vac.com
Attention: Lamar Cliett

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

Ring-O-Matic 850 VX	154,542.00
To include the Following: Base Trailer Unit, 850 Gallon Spoils Tank, 2 x 250 Gallon Water Tank / 2 x 10K Torsion Axle Trailer, Standard Trailer Jack (12,000#), 1000 CFM @ 15" Hg Blower w/ Reverse Air Flow, Tier 4 Final Diesel Engine, 6 GPM 4,000 PSI Water Pump (factory set @ 3,500 PSI), 4" Hydraulic Boom, 8-function Wireless Remote Boom Control, (Controls hydraulic boom swing, lift/lower, and extension/retraction functions. Also Controls water pump ON/OFF option), 4" Tooling Kit Includes lawn sweep w/ 5' PVC suction tube for 4" hosing, digging lance, and wash wand, 4" Hydraulic Boom Vacuum Hose Bundle (4" Bauer Couplers; 1 each of 5', 15', 25' hose), 3/8" x 50' HP Water Hose (Manual, standard hose reel), Standard Lighting (Includes dual LED rear work lights, strobe light, standard trailer lighting) ***** Standard Option: 8 Function Traffic Director Slimline LED Light Bar	
Additional Charges	
EQP SOURCEWELLDISCOUNT	-15,454.20
EQP SHIPPING	4,000.00

Comments

Sourcewell Contract #101221-RGO
Ring-O-Matic - Sewer Vacuum
Maturity Date: 11/29/2025

Selling Price: 143,087.80

Tax:

Net Selling Price: 143,087.80

Accepted by: _____ **Prepared by:** _____



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners
Through: James R. Elensky, City Manager
From: James Keene, Public Services Administrator
Date: September 7, 2023
Subject: Ring Power Equipment Purchase

Executive Summary

Public Infrastructure Department is requesting approval for a Ring Power equipment purchase.

Staff Contact: James Keene, Public Services Administrator

Introduction

The intent of this item is to seek City Commission approval to purchase (1) Caterpillar 289D3 Compact Track Loader to be used for Streets and Stormwater repairs and maintenance.

Background

Public Infrastructure Department does not currently have this equipment unit in inventory in neither Transportation nor Stormwater Divisions. This purchase will be through the Florida Sheriff's Association #FSA20-EQU18.0, and Sourcewell Contract #011723-CAT.

Organizational Goal(s)

Infrastructure: Maintain, protect and design infrastructure that ensures a desired level of service and provides for future needs.

Budget Impact

The budget impact for fiscal year 2022/2023 will be \$135,323.00 and budgeted in the Stormwater Division G/L #404-10-53-8-6-63-10.

Recommendation

Staff recommends approving the purchase of this equipment to better prepare personnel for roadways and stormwater maintenance and repair in the future.



Ring Power Corporation
 500 World Commerce Parkway
 St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
 City of Haines City

7/31/2023

(1) NEW CATERPILLAR 289D3 COMPACT TRACK LOADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA20-EQU18.0
Item # 154, Loader - Skid Steer - 3100 lb. OC, Tracked Only
Contract Effective Dates: October 1, 2022, Through September 30, 2023

BASE MACHINE

BASE	Caterpillar 279D Per Sheriff's Contract Specifications	\$80,346
512-4289	Upgrade to 289D3 CTL, Base Machine Only	(\$1,861)
TOTAL OF BASE MACHINE		\$78,485

NON-SPECIFIED OPTIONS

588-9134	CAB PACKAGE, ULTRA	\$19,410
512-4319	HYDRAULICS, PERFORMANCE, (H3)	INCL
512-4115	CONTROL, ISO, PROP, WT	INCL
495-1671	LIGHTS, LED	INCL
357-0240	RUBBER BELT, 2 SPD, TF IDLERS	INCL
512-4195	ROPS, ENCLOSED WITH A/C (C3)	INCL
416-9265	DISPLAY, ADVANCED, LCD, CAMERA	INCL
486-6957	FAN, COOLING, DEMAND	INCL
512-3404	QUICK COUPLER, HYDRAULIC	INCL
536-9738	SEAT, AIR SUSPENSION, CLOTH, HEAT	INCL
345-6180	RADIO, AM/FM, BLUETOOTH	INCL
568-4704	FILM, TWO SPEED W/HIGH FLOW XPS	INCL
454-6059	TRACK, RUBBER,450MM (17.7 IN) BAR	\$925
556-5898	RIDE CONTROL, NONE	NC
568-5602	BATTERY, HD, DISCONNECT, 850 CCA	\$163
356-6082	REAR LIGHTS	NC

539-8061	DOOR, CAB, POLYCARBONATE	\$275
542-6994	SEAT BELT, 2"	NC
573-8121	PRODUCT LINK, CELLULAR PL243	\$604
563-1163	CERTIFICATION ARR, P65	NC
512-3745	INSTRUCTIONS, ANSI, USA	NC
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
435-9238	FILM, SELF LEVEL, ANSI	NC
	SUB TOTAL	\$21,377
	LESS 18% SHERIFF'S CONTRACT DISCOUNT	(\$3,848)
TOTAL OF NON-SPECIFIED OPTIONS		\$17,529

CAT WORK TOOLS

279-5377	BUCKET-GP, 80", BOCE	\$2,132
351-9371	CARRIAGE, PALLET C2, 46", SSL	\$701
195-8545	FORK, PALLET C2, 48" X 4" X 1.5" 2 @ \$ 256/EACH	\$512
	SUBTOTAL	\$3,345
	LESS 12% CWT SHERIFF'S CONTRACT DISCOUNT	(\$401)
TOTAL OF CAT WORK TOOLS		\$2,944

NON-CONTRACT OPTIONS

	60 MONTH / 3,000 HOUR NEW MACHINE WARRANTY	\$2,280
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	SUBTOTAL	\$101,238
	LESS ONE TIME ADDITIONAL DISCOUNT	(\$8,963)
TOTAL TRANSACTION PRICE		\$92,275

Best regards,

Zach Westra
Sales Representative
Ring Power Corporation



QUOTE PER SOURCEWELL CONTRACT

Quote Prepared For:
 City of Haines City
 Sourcewell Member # 24566

8/3/2023

(1) NEW CATERPILLAR ATTACHMENTS

CONTRACT DETAILS

Sourcewell
 Contract # 011723-CAT
 Contract Valid through 4/14/2027

CAT WORK TOOLS

626-4232	BROOM, UTILITY, BU118, POLY	\$7,500
	LESS 15% CWT SOURCEWELL CONTRACT DISCOUNT	(\$1,125)
TOTAL SOURCEWELL TRANSACTION PRICE		\$6,375
529-5790	COLD PLANER, PC306	\$26,319
	LESS 15% CWT SOURCEWELL CONTRACT DISCOUNT	(\$3,948)
TOTAL SOURCEWELL TRANSACTION PRICE		\$22,371
286-9301	RAKE, IND. GRAPPLE, 84"	\$6,625
	LESS 15% CWT SOURCEWELL CONTRACT DISCOUNT	(\$994)
TOTAL SOURCEWELL TRANSACTION PRICE		\$5,631
532-9106	HAMMER, B6	\$8,375
532-9240	BRACKET, LINES, SSL, MD-LG	\$1,597
523-3193	TOOL, MOIL, B6	\$229
	SUB TOTAL	\$10,201
	LESS 15% CWT SOURCEWELL CONTRACT DISCOUNT	(\$1,530)
TOTAL SOURCEWELL TRANSACTION PRICE		\$8,671

Best regards,

Zach Westra
 Sales Representative
 Ring Power Corporation