



AGENDA
CITY OF HAINES CITY, FLORIDA
CITY COMMISSION MEETING

November 16, 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. PRESENTATIONS AND PROCLAMATIONS

4.a Purple Heart City - Proclamation

Staff Contact: Sharon Lauther, MMC, City Clerk

5. CONSENT AGENDA

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.

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5.a	<u>City Attorney Invoice for the Billing Period Ending October 31, 2023</u> Request payment of City Attorney’s invoices for legal services and disbursements for the billing period ending October 31, 2023. Staff Contact: Fred Reilly, City Attorney	7
5.b	<u>CivilSurv Design Group Inc. Contract for Surveying Continuing Services Agreement</u> Approval of the contract with CivilSurv Design Group Inc. for surveying continuing services. Staff Contact: Omar DeJesus, CPA, Finance Director	25
5.c	<u>Release of Code Enforcement Lien</u> Reduce the Code Enforcement lien for the property located at 1485 Cypress Avenue. Staff Contact: Steve Shifley, Code Compliance Supervisor	45
5.d	<u>Request for Qualifications (RFQ) 23-06 Emergency Operations Center CMAR (Construction Manager at Risk)</u> Request awarding RFQ 23-06 Emergency Operations Center CMAR (Construction Manager at Risk) to Pirtle Construction Company. Staff Contact: Omar DeJesus, CPA, Finance Director	55
5.e	<u>Resolution No. 23-1771 - Amendment 3 to State Revolving Fund (SRF) Loan Agreement WW530461</u> Approve Resolution No. 23-1771 - Amendment 3 to SRF Loan Agreement WW530461. Staff Contact: Omar DeJesus, CPA, Finance Director	119
5.f	<u>Minutes for Approval</u> November 2, 2023 - City Commission Meeting Staff Contact: Sharon Lauther, MMC, City Clerk	127
5.g	<u>Fire Department Stryker LUCAS Device Purchases</u> Approve purchase of three (3) Stryker LUCAS mechanical chest compression system to be placed on fire suppression apparatus to improve our emergency medical response and treatment. Staff Contact: Thomas Murphy Jr., Fire Chief	151
5.h	<u>Jones Edmunds Design Proposal for the 3-Mile Force Main</u> Approve requested design services proposal for the 3-mile force main from Lift Station No. 22 to the Wastewater Treatment Plant. Staff Contact: James Keene, Public Services Administrator	157
5.i	<u>Cemetery Deeds</u> Staff Contact: Sharon Lauther, MMC, City Clerk	169

- 5.j **RES Proposal for Phase II Environmental Audit of 0 4th Street, Haines City, Florida** 173
Approve the RES proposal for a Phase II Environmental Audit for the real property located at 0 4th Street, Haines City, Florida (the “Subject Property”).

Staff Contact: Fred Reilly, City Attorney

6. **OLD BUSINESS**

- 6.a **Ordinance No. 23-2043 – Amended - Large-Scale Land Use Amendment for Wynnstone Properties – Adoption – Second Reading** 179

Large-Scale Land Use Amendment from County Residential (RM-X), Residential Low-4X (RM-4X) and Core X to City Low Density Residential – North Ridge (LDR-NR) and Conservation – North Ridge (CON-NR).

Staff Contact: Richard Greenwood, Development Services Director

7. **NEW BUSINESS**

- 7.a **Ordinance No. 23-2060 Fiscal Year 2023-2024 Budget Amendment No. 1 Second Reading** 195

Amend the fiscal year ending September 30, 2024 budget for carryover projects that were started in the prior fiscal year.

Staff Contact: Omar DeJesus, CPA, Finance Director

- 7.b **Resolution No. 23-1772 City Commission Meeting Schedule for 2024** 203

The intent of this business item is to present Resolution No. 23-1772 and seek the adoption of the City Commission Meeting Schedule for the calendar year 2024.

Staff Contact: Sharon Lauther, MMC, City Clerk

- 7.c **Resolution No. 23-1763 – Shops at the Grove Conditional Use – Indoor Climate-Control Self Storage** 209

The purpose of this resolution is to grant a Conditional Use to allow an indoor climate controlled self-storage facility at the Shops at the Grove commercial development located at the NE corner of the intersection of Johnson Avenue and Powerline Road.

Staff Contact: Richard Greenwood, Development Services Director

- 7.d **Resolution No. 23-1769 Transportation Off System Post Project Maintenance Agreement** 217

Approve the execution of the Transportation Off System Post Project Maintenance Agreement (the “Sidewalk Maintenance Agreement”) between the Florida Department of Transportation (FDOT) and the City of Haines City, for a pedestrian sidewalk project (the “Project”).

Staff Contact: James Keene, Public Services Administrator

- 7.e Purchase of a Sany Mini-Excavator to Replace Outdated Equipment in Public Works** 239
 Approve purchase of a Sany Mini-Excavator to replace outdated equipment in Public Works.
 Staff Contact: James Keene, Public Services Administrator
- 7.f Request for Change Order 02 – Haines City Lift Station No. 4** 243
 Approve Change Order 02 to replace existing clay sanitary line on Lift Station No. 4 with a C900 DR 18” PVC sanitary line.
 Staff Contact: James Keene, Public Services Administrator
- 7.g Purchase of Accessories for Public Works Caterpillar Skid Steer** 261
 Approve purchase of accessories for Public Works Caterpillar Skid Steer.
 Staff Contact: James Keene, Public Services Administrator
- 7.h Discussion About the December 21 Meeting**
 Because this meeting falls on the week of Christmas, the City Commission will discuss whether to keep that date or other alternative.
 Staff Contact: Sharon Lauther, MMC, City Clerk
- 8. PUBLIC COMMENTS - REGARDING ITEMS NOT ON THE AGENDA (3 Minutes)**
 Public participation is encouraged. If you wish to address the City Commission regarding items not on the agenda, please sign your name on the list located in the City Hall Chambers entrance.
- 9. CITY MANAGER'S REPORT**
- 10. CITY CLERK'S REPORT**
- 11. CITY ATTORNEY'S REPORT**
- 12. COMMISSION COMMENTS**
- 13. ADJOURNMENT**

Proclamation



WHEREAS, the City of Haines City proudly supports its Military Veteran population; and

WHEREAS, the Purple Heart was the first American Service Award made available to the common soldier in 1782 created by General George Washington, and is awarded to any member of the United States Armed Services wounded or killed in combat with a declared enemy of the United States; and;

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among combat wounded Veterans and their families, promote patriotism, support legislative initiatives, and most importantly, make sure we never forget; and

WHEREAS, Haines City falls within the purview of Chapter 535-FL-4 of the Military Order of the Purple Heart and appreciates the sacrifices our Purple Heart recipients have made in defending our freedoms; and

WHEREAS, the State of Florida has been designated by the Florida State Legislature, a Purple Heart State, honoring the service and sacrifices of our nation's men and women in uniform who were wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans; and

NOW THEREFORE BE IT PROCLAIMED, by the city of Haines City, Florida, that honor and gratitude be bestowed upon the Military Order of The Purple Heart and the Harry R. Alexander Memorial Chapter 535-FL-4, recognizing the City of Haines City as a:

"Purple Heart City in the State of Florida"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Haines City, Florida to be affixed this 16th day of November in the Year of Our Lord Two Thousand Twenty-Three.

H.L. Roy Tyler, Mayor



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and Commissioners

Through: James R. Elensky, City Manager

From: Fred Reilly, City Attorney

Date: November 16, 2023

Subject: City Attorney Invoice for the Billing Period Ending October 31, 2023

Executive Summary

Request payment of City Attorney's invoices for legal services and disbursements for the billing period ending October 31, 2023.

Staff Contact: Fred Reilly, City Attorney

Introduction

Request payment of City Attorney's invoices for legal services and disbursements for the billing period ending October 31, 2023.

Background

As requested by the City Commission, the attached Statement of Account gives an overview of legal services and out-of-pocket disbursements incurred by Fred Reilly for and on behalf of the City for the period of October 1-31, 2023.

Payment is being requested in the amount of \$21,135.

Budget Impact

The cost of services rendered by City Attorney Fred Reilly is funded in the City Attorney budget of \$225,000 for fiscal year 2023/24.

Recommendation

Approve payment to the City Attorney for legal services and disbursements for the billing period ending October 31, 2023 in the amount of \$21,135.

REILLY INTERNATIONAL LAW FIRM, P.A.

P. O. Box 2039 · Haines City, FL 33845 USA

Tel. (310) 927-3954 Fax. (863) 439-5077

fredreilly@attorney-solicitor.com

Andrew R. Reilly – (1930 – 2021).

Fred Reilly- Admitted to practice in California, Florida and as an English Solicitor.

November 1, 2023

Mr. James Elensky, City Manager
City of Haines City
620 East Main Street
Haines City, FL 33844

Re: Statement for legal services – October 1, 2023 through October 31, 2023

Dear Mr. Elensky,

Enclosed please find my statements for the period from October 1, 2023 through October 31, 2023, as follows:

A. City of Haines City General	\$15,174.00
B. COHC Litigation	\$ 5,836.50
C. CRA	\$ 124.50
TOTAL	\$21,135.00

2023-2024 BUDGET COMPILATION

2023-2024 Budget for legal fees and expenses	\$225,000.00	100%
Total legal fees and expenses YTD		
(For time period Oct. 2023 – September 2024)	\$ 21,135.00	9%

Please contact me if you have any questions. Thanks in advance.

Very truly yours,

Fred Reilly

Fred Reilly

Invoice

Bill to:

City of Haines City - General

James Elensky, City Manager
 620 East Main Street
 Haines City, FL 33844

Invoice #:	0000140
Date:	11/1/2023
Amount due:	15174.00
Terms of payment:	

Here goes text above the list of items.

Item	Description	Qty	Unit cost	Price
Time log	10/1/2023, General, Telecom: Telecom to James Elensky re: Memorandum on Bert J. Harris, Jr. Private Property Protection Act, development projects and transportation corridors, and Tenold annexation;	1.03	200.00	206.00
Time log	10/2/2023, General, Correspondence: Reviewed email from Erica Sanchez re: Resolution No. 1761 (Liberty Trace ROW vacation); Drafted email to Attorney Len Johnson re: recorded Resolution;	0.12	200.00	24.00
Time log	10/2/2023, General, Correspondence: Reviewed email from Omar DeJesus re: Appraisal for Haines Depot, LLC; Drafted reply email to Omar DeJesus;	0.10	200.00	20.00
Time log	10/2/2023, General, Correspondence: Reviewed Section 24-117 (Road Impact Fee) of Land Development Regulations; Drafted email to James Elensky re: key provisions of Section 24-117;	0.53	200.00	106.00
Time log	10/2/2023, General, Correspondence: Reviewed email from James Elensky re: Republic Services;	0.08	200.00	16.00
Time log	10/2/2023, General, Correspondence: Three (3) telecoms to/from Ted Adkins re: extension request; Two (2) telecoms to/from Attorney Shelton Rice concerning extension time period and application of Section 252.363 (Tolling and extension of permits and other authorizations), Florida Statutes; Drafted emails to Shelton Rice and Ted Adkins; Drafted revisions to extension letter;	1.23	200.00	246.00
Time log	10/2/2023, General, Correspondence: Reviewed email from James Elensky re: Republic Services;	0.07	200.00	14.00
Time log	10/2/2023, General, Reviewed document(s): Reviewed email from James Keene and Potable Water & Wastewater Service Agreement;	0.25	200.00	50.00
Time log	10/2/2023, General, Telecom: Reviewed email from Len Johnson re: Liberty Trace ROW vacation;	0.03	200.00	6.00
Time log	10/2/2023, General, Telecom: Telecoms to/from Attorney Peter Hagood re: Term Sheet for Parking Garage at Feltrim Place; Telecom to James Elensky;	0.08	200.00	16.00
Time log	10/2/2023, General, Telecom: Telecoms to/from Auburn Taylor re: compensation issue and contract for services;	0.40	200.00	80.00
Time log	10/2/2023, General, Telecom: Telecom from Mayor Roy Tyler re: BCR Settlement Agreement and EEOC case;	0.92	200.00	184.00
Time log	10/2/2023, General, Telecom: Telecom from James Keene re: background on Potable Water & Wastewater Service Agreement;	0.25	200.00	50.00
Time log	10/2/2023, General, Telecom: Telecom from Loyd Stewart re: Potable Water & Wastewater Service Agreement;	0.05	200.00	10.00

Item	Description	Qty	Unit cost	Price
Time log	10/2/2023, General, Telecom: Telecom from Attorney Shelton Rice re: DR Horton and Masee Road;	0.03	200.00	6.00
Time log	10/3/2023, General, Telecom: Conference call with Loyd Stewart and James Keene re: Water and Wastewater Service Agreement; Also discussed code enforcement issue re: utility trailers;	0.63	200.00	126.00
Time log	10/3/2023, General, Telecom: Telecom from James Elensky, Loyd Stewart, and James Keene re: Water and Wastewater Service Agreement;	0.18	200.00	36.00
Time log	10/4/2023, General, City Commission meeting: Participated in CRA Workshop and City Commission meeting;	3.00	200.00	600.00
Time log	10/4/2023, General, Conference: Conference with James Keene, Attorney Corby Myers, and Kirk Davis re: Jahna wells, Power Line Road extension and development of commercial letos; Also discussed DR Horton/Masee Road with James Keene;	1.50	200.00	300.00
Time log	10/4/2023, General, Reviewed document(s): Reviewed Agenda Item for Crosswinds East Phase 1 Preliminary Plat; Reviewed Agenda Item for Land Development Regulations Text Changes; Reviewed Agenda Item for Blamoral Major Modification Ordinance; Reviewed Agenda Item for Crosswinds West Phase 2 Preliminary Plat; Telecom from Valene Bailey re: Agenda Items;	0.47	200.00	94.00
Time log	10/4/2023, General, Telecom: Telecom from John Webb re: Potable Water and Wastewater Service Agreement;	0.08	200.00	16.00
Time log	10/4/2023, General, Telecom: Telecom to Commissioner Anne Huffman re: BCR Settlement Agreement;	0.23	200.00	46.00
Time log	10/4/2023, General, Telecom: Telecom to Commissioner Vernel Smith re: BCR Settlement Agreement;	0.13	200.00	26.00
Time log	10/4/2023, General, Telecom: Telecom to Commissioner Morris West re: BCR Settlement Agreement;	0.03	200.00	6.00
Time log	10/4/2023, General, Telecom: Telecom from James Keene re: DR Horton/Masee Road project;	0.18	200.00	36.00
Time log	10/5/2023, General, Telecom: Telecom to Rennie Heath re: Land Development Regulations text changes and Memorandum on Bert J. Harris, Jr. Private Property Protection Act;	0.22	200.00	44.00
Time log	10/6/2023, General, Correspondence: Reviewed email from James Elensky re: citizen concerns; Drafted email to Attorney Linda Edwards;	0.13	200.00	26.00
Time log	10/6/2023, General, Correspondence: Reviewed two (2) emails from James Elensky and Brian Ross re: streaming platform for meetings; Telecom to Brian Ross re: streaming platform, ADA compliance and preparation of a meeting protocol for the Mayor to read at start of each meeting;	0.23	200.00	46.00
Time log	10/6/2023, General, Correspondence: Reviewed email from Ted Adkins re: Cedar Crossings extension letter;	0.10	200.00	20.00
Time log	10/6/2023, General, Correspondence: Reviewed certified letter from Attorney Aaron O'Brien re: Elva Montez claim, court documents and background information;	0.50	200.00	100.00
Time log	10/6/2023, General, Reviewed document(s): Reviewed email from James Elensky and Commissioner Anne Huffman re: Doreen Arroyo slip and fall claim; Reviewed Polk County Property Appraiser online records re: Stonewood Crossing project; Reviewed Clerk of Court online documents re: Stonewood Crossing plat and Declaration of Covenants; Telecom to James Keene re: physical investigation;	2.58	200.00	516.00
Time log	10/6/2023, General, Telecom: Telecom from Louie McClain re: Planning Commission;	0.33	200.00	66.00
Time log	10/6/2023, General, Telecom: Telecom to Chandra Hall re: Elva Montez claim; Also discussed Doreen Arroyo claim;	0.23	200.00	46.00
Time log	10/6/2023, General, Telecom: Telecom to James Elensky re: background information on Stonewood Crossing Recreation Area and internal research; Also discussed employee issue;	1.50	200.00	300.00
Time log	10/9/2023, General, Correspondence: Reviewed email from Attorney Lydia Zbrzezny re: JW Logistics; Drafted reply email;	0.08	200.00	16.00
Time log	10/9/2023, General, Correspondence: Telecom from Ted Adkins re: Professional Service Agreement Task Order 18; Drafted email to Ted Adkins;	0.18	200.00	36.00

Item	Description	Qty	Unit cost	Price
Time log	10/9/2023, General, Reviewed document(s): Reviewed email from Ted Adkins re: Professional Continuing Services Agreement Task Order 18 for Jones Edmunds & Associates, Inc.; Drafted email to Ted Adkins;	0.17	200.00	34.00
Time log	10/9/2023, General, Reviewed document(s): Reviewed Agenda Item for Conditional Use Permit request for a Special Sign District for the Shops at the Grove Project;	0.22	200.00	44.00
Time log	10/9/2023, General, Reviewed document(s): Reviewed email from Attorney Peter Hagood and draft Term Sheet; Drafted email to James Elensky, James Keene, Loyd Stewart, Omar DeJesus, and Rick Sloan re: review of draft Term Sheet;	0.42	200.00	84.00
Time log	10/9/2023, General, Reviewed document(s): Reviewed Lenslock Agreement and exhibits;	0.28	200.00	56.00
Time log	10/9/2023, General, Reviewed document(s): Reviewed email from Grace Malpartida re: Polk State College review process; Telecom from Ted Adkins; Reviewed Section 1013.37, Section 1013.371 and Section 553.80, Florida Statutes; Drafted email to Richard Greenwood, Ted Adkins and Grace Malpartida re: review of statutory provisions;	2.40	200.00	480.00
Time log	10/9/2023, General, Telecom: Telecom to Chandra Hall re: Anderson mediation and Stonewood Crossing claim;	0.13	200.00	26.00
Time log	10/9/2023, General, Telecom: Telecom from Attorney Seth Claytor re: Easement Agreement; Reviewed email from Linda Bourgeois re: Utility Easement for Hammock Reserve;	0.12	200.00	24.00
Time log	10/9/2023, General, Telecom: Telecom from Chief Greg Goreck re: review of contract for school zone equipment; Also discussed Lenslock contract and performance;	0.08	200.00	16.00
Time log	10/9/2023, General, Telecom: Telecom from Mayor Roy Tyler re: Anderson mediation;	0.05	200.00	10.00
Time log	10/10/2023, General, Telecom: Telecom from Ted Adkins re: Polk State project;	0.08	200.00	16.00
Time log	10/11/2023, General, Correspondence: Reviewed email from Attorney Corby Myers re: Jahna property development and drafted reply email;	0.03	200.00	6.00
Time log	10/11/2023, General, Correspondence: Reviewed Section 2.1.4 (Expiration of development permit) and Section 23.3.1 (Definitions) of the Land Development Regulations; Drafted email to City staff re: two requests for Preliminary Plat extensions;	1.02	200.00	204.00
Time log	10/11/2023, General, Reviewed document(s): Reviewed two (2) emails from Grace Malpartida re: review of Parking Agreement; Reviewed Parking Agreement; Reviewed Polk County Property Appraiser's records; Drafted email to Grace Malpartida re: comments on review of Parking Agreement;	0.78	200.00	156.00
Time log	10/11/2023, General, Reviewed document(s): Reviewed Cromer Building Lot and Dance Studio Lot in respect to prospective Parking Garage; Drafted email to City staff re: review of Parking Garage project;	2.00	200.00	400.00
Time log	10/11/2023, General, Telecom: Telecom from James Elensky re: administrative extension of expired permits, requests for development extensions, Feltrim Place and parking structure;	1.25	200.00	250.00
Time log	10/11/2023, General, Telecom: Telecom from Peter Hagood re: Term Sheet and Feltrim Place;	0.12	200.00	24.00
Time log	10/12/2023, General, Correspondence: Drafted email to Loyd Stewart re: clarification about Cromer Building Lot; Telecom to Sharon Lauther about RFP submitted by Feltrim; Reviewed email from Sharon Lauther re: Feltrim RFP;	0.50	200.00	100.00
Time log	10/12/2023, General, Correspondence: Reviewed email from Lamar Cliett and Sidewalk Agreement with FDOT; Drafted email to Lamar Cliett;	0.17	200.00	34.00
Time log	10/12/2023, General, Reviewed document(s): Reviewed Plat background information concerning property subject to Webb Annexation Agreement;	0.58	200.00	116.00
Time log	10/12/2023, General, Telecom: Telecom to Attorney David Mechanik re: Tenold annexation;	0.10	200.00	20.00
Time log	10/12/2023, General, Telecom: Telecom from James Keene re: Webb Annexation Agreement, Stonewood Crossing claim, extension of expired Preliminary Plats, and Tenold annexation;	0.95	200.00	190.00

Item	Description	Qty	Unit cost	Price
Time log	10/12/2023, General, Telecom: Telecom from Loyd Stewart and James Keene re: Webb Annexation Agreement, Preliminary Plat extension requests, and parking for Feltrim Place;	0.87	200.00	174.00
Time log	10/12/2023, General, Telecom: Telecom from Attorney Corby Myers re: future land uses contemplated by Development Agreement and Robinson Drive corridor;	0.18	200.00	36.00
Time log	10/12/2023, General, Telecom: Two (2) telecoms to Attorney Peter Hagood re: Feltrim Place project and Parking Garage;	0.42	200.00	84.00
Time log	10/12/2023, General, Telecom: Telecom to Mayor Roy Tyler;	0.73	200.00	146.00
Time log	10/13/2023, General, Correspondence: Reviewed email from Attorney Lydia Zbrzezni re: JW Logistics;	0.03	200.00	6.00
Time log	10/13/2023, General, Correspondence: Reviewed email from Linda Bourgeois re: corrective action needed for Easement Agreement; Drafted reply email to Linda Bourgeois confirming corrective action;	0.17	200.00	34.00
Time log	10/13/2023, General, Drafted document(s): Telecom to Lamar Cliett re: FDOT Sidewalk Maintenance Agreement; Drafted Sidewalk Maintenance Agreement and Agenda Item; Drafted email to Lamar Cliett and James Keene re: review of documents;	1.42	200.00	284.00
Time log	10/13/2023, General, Reviewed document(s): Reviewed email from Sharon Lauther and documentation related to Lenslock Agreement; Telecom to Chief Greg Goreck re: Lenslock Agreement;	0.60	200.00	120.00
Time log	10/13/2023, General, Telecom: Telecom to Sharon Lauther re: Lenslock documents;	0.03	200.00	6.00
Time log	10/13/2023, General, Telecom: Telecom from Loyd Stewart re: Webb Annexation Agreement and upcoming Workshop Items;	0.17	200.00	34.00
Time log	10/13/2023, General, Telecom: Telecom from Attorney Nick Zbrzezni re: JW Logistics Code Enforcement case;	0.20	200.00	40.00
Time log	10/16/2023, General, Correspondence: Reviewed email from James Elensky re: employee investigation;	0.02	200.00	4.00
Time log	10/16/2023, General, Correspondence: Reviewed email from Randy Mink, County Attorney, re: public notice website agenda item;	0.05	200.00	10.00
Time log	10/16/2023, General, Drafted document(s): Drafted revisions to Resolution for Notices of Termination of PACE interlocal agreements; Drafted Agenda Item; Drafted email to City staff re: Agenda Item and Resolution;	1.05	200.00	210.00
Time log	10/16/2023, General, Drafted document(s): Prepared draft letter concerning Webb Water and Wastewater Service Agreement; Drafted email to Loyd Stewart and John Webb re: review of draft letter;	2.15	200.00	430.00
Time log	10/16/2023, General, Reviewed document(s): Reviewed Agenda Item for Crosswinds West Phase 1 Preliminary Plat; Reviewed Agenda Item for Crosswinds West Phase 2 Preliminary Plat; Reviewed Agenda Item for Balmoral Estates Condo RPUD Major Modification;	0.45	200.00	90.00
Time log	10/16/2023, General, Reviewed document(s): Reviewed Agenda for City Commission meeting and Consultant Agreement;	0.48	200.00	96.00
Time log	10/16/2023, General, Reviewed document(s): Reviewed Section 705.103 (Procedure for abandoned or lost property), Florida Statutes; Reviewed Sections 11-26 through 11-37 of City Code re: Unoperable vehicles and unlawful storage; Reviewed Florida Attorney General Opinion 84-32 (Inspectors entering private property);	0.85	200.00	170.00
Time log	10/17/2023, General, Correspondence: Reviewed email from Erica Sanchez re: revised Agenda; Reviewed revised Agenda;	0.10	200.00	20.00
Time log	10/17/2023, General, Correspondence: Reviewed two (2) emails from Attorney Michael Sznajstajler and Omar DeJesus re: Brownfields funds;	0.07	200.00	14.00
Time log	10/17/2023, General, Reviewed document(s): Reviewed email from Loyd Stewart and two (2) emails from James Keene re: Webb Annexation Agreement and revisions;	0.08	200.00	16.00

Item	Description	Qty	Unit cost	Price
Time log	10/17/2023, General, Reviewed document(s): Reviewed Feltrim Place Purchase and Sale Contract; Drafted email to Loyd Stewart and James Keene;	0.37	200.00	74.00
Time log	10/17/2023, General, Reviewed document(s): Reviewed Agenda Item for Notices of Termination to Entities with PACE Interlocal Agreements with the City; Reviewed Agenda Item for Ordinance concerning Land Development text amendments;	0.28	200.00	56.00
Time log	10/17/2023, General, Telecom: Telecom from Loyd Stewart and James Keene re: Webb Annexation Agreement; Also discussed Feltrim Place project;	0.45	200.00	90.00
Time log	10/17/2023, General, Telecom: Telecom from Iris Padilla re: landlord-tenant agreement with food truck vendor;	0.08	200.00	16.00
Time log	10/17/2023, General, Telecom: Telecom to Commissioner Anne Huffman;	0.42	200.00	84.00
Time log	10/17/2023, General, Telecom: Telecom to Mayor Roy Tyler;	0.62	200.00	124.00
Time log	10/17/2023, General, Telecom: Telecom from Margie Wells re: Agenda Items;	0.00	200.00	0.00
Time log	10/17/2023, General, Telecom: Telecom to Attorney Corby Myers re: follow-up on Jahna development project meeting;	0.00	200.00	0.00
Time log	10/17/2023, General, Telecom: Telecom to Attorney Peter Hagood re: Feltrim Place project and parking structure project;	0.25	200.00	50.00
Time log	10/17/2023, General, Telecom: Telecom from Loyd Stewart, James Elensky, James Keene and Omar DeJesus re: Feltrim Place and parking garage; Also discussed Republic Services Agreement Amendment;	0.73	200.00	146.00
Time log	10/17/2023, General, Telecom: Telecom to Mayor Roy Tyler;	0.52	200.00	104.00
Time log	10/18/2023, General, Correspondence: Reviewed Legal Description in Title Commitment for Polk County School Board ROW conveyance; Reviewed Legal Description in ROW Acquisition Agreement; Drafted email to James Keene and April Brown re: ASM confirming correct Legal Description;	0.68	200.00	136.00
Time log	10/18/2023, General, Drafted document(s): Reviewed three (3) emails from James Keene and Loyd Stewart re: Webb Annexation Agreements and financial expenditures; Drafted revisions to letter concerning City's contractual obligations; Telecoms from/to James Keene re: explanation of financial expenditures;	1.45	200.00	290.00
Time log	10/18/2023, General, Reviewed document(s): Reviewed Florida Attorney General Opinion No. 77-116 (Municipalities, authority to contract); Reviewed Section 287.057 (Procurement of commodities or contractual services), Florida Statutes; Reviewed Article IV (Solid Waste Collection) of City Code; Drafted email to Omar DeJesus concerning review of proposed Amendment;	2.28	200.00	456.00
Time log	10/18/2023, General, Telecom: Telecoms from/to Omar DeJesus re: proposed Amendment to Garbage Collection Operations Agreement with Republic Services;	0.32	200.00	64.00
Time log	10/18/2023, General, Telecom: Telecom from Grace Malpartida re: clarification about Food Truck lease agreement;	0.13	200.00	26.00
Time log	10/18/2023, General, Telecom: Telecom to Loyd Stewart re: Amendment for Republic Services;	0.13	200.00	26.00
Time log	10/18/2023, General, Telecom: Telecom to James Keene re: Webb Annexation Agreements; Also discussed Fifth Amendment concerning DR Horton;	0.67	200.00	134.00
Time log	10/20/2023, General, City Commission meeting: Participated in City Commission meeting at City Hall; Conference with Mayor Roy Tyler, James Elensky, Loyd Stewart and James Keene;	2.00	200.00	400.00
Time log	10/20/2023, General, Conference: Conference with James Keene, Attorney Corby Myers and Kirk Davis re: Jahna development plans, two potable water wells and coordination for Power Line Road expansion;	1.00	200.00	200.00
Time log	10/22/2023, General, Correspondence: Reviewed email from James Keene re: revisions to draft letter re: Webb annexation; Drafted email to Loyd Stewart and James Keene re: draft letter;	0.25	200.00	50.00

Item	Description	Qty	Unit cost	Price
Time log	10/22/2023, General, Drafted document(s): Drafted Ordinance and Agenda Item for proposed amendment for service charges for garbage and refuse collection; Drafted email to City staff re: review of Ordinance and Agenda Item;	1.58	200.00	316.00
Time log	10/22/2023, General, Drafted document(s): Drafted email to City staff concerning draft letter to developer's requesting extension of development permits;	0.75	200.00	150.00
Time log	10/23/2023, General, Correspondence: Reviewed email from Loyd Stewart re: draft letter concerning Webb Annexation Agreements; Drafted revisions to draft letter and email to Loyd Stewart and James Keene;	0.23	200.00	46.00
Time log	10/23/2023, General, Correspondence: Reviewed email from April Brown re: Billboard Agreement; Drafted reply email;	0.02	200.00	4.00
Time log	10/23/2023, General, Correspondence: Reviewed three (3) emails from Loyd Stewart and two (2) emails from Mary Boyer re: proposed Amendment to Garbage Collection Services Agreement;	0.10	200.00	20.00
Time log	10/23/2023, General, Correspondence: Reviewed email from Terrell Griffin and Angry Unicorn Displays, LLC Fireworks Display Service Contract; Drafted email to Terrell Griffin re: termination of Agreement;	0.70	200.00	140.00
Time log	10/23/2023, General, Drafted document(s): Telecom to Steve Shifley re: Inoperable Vehicles and Code Enforcement; Drafted Memorandum concerning Inoperable Vehicles (Chapter 11, Article 11 of Code of Ordinances); Drafted email to City staff re: review to Memorandum;	1.45	200.00	290.00
Time log	10/23/2023, General, Reviewed document(s): Reviewed Agenda Item for Police Department Vehicles and Equipment Purchase; Reviewed Agenda Item for Bradbury Creek Phase 2 Subdivision Final Plat; Reviewed Agenda Item for SurvTech Solutions Contract for Surveying Services Agreement; Reviewed Agenda Item for Billboard Agreement with The Lamar Company, LLC;	0.62	200.00	124.00
Time log	10/23/2023, General, Reviewed document(s): Reviwed Section 282.3185 (Local government cybersecurity) and Section 282.318 (Cybersecurity), Florida Statutes; Drafted email to Brian Ross re: two statutory provisions;	0.40	200.00	80.00
Time log	10/23/2023, General, Telecom: Telecom from Loyd Stewart re: background information on RPUD zoning classification and expiration of development permits;	0.33	200.00	66.00
Time log	10/23/2023, General, Telecom: Telecoms from/to Richard Greenwood re: potential nuisance;	0.07	200.00	14.00
Time log	10/23/2023, General, Telecom: Telecom to James Keene re: Webb Annexation Agreements; Drafted email to Loyd Stewart and James Keene;	0.08	200.00	16.00
Time log	10/23/2023, General, Telecom: Reviewed email from Vickie Ramsier re: bid process question; Telecom to Vickie Ramsier;	0.18	200.00	36.00
Time log	10/24/2023, General, Correspondence: Reviewed email from Attorney Michael Sznajstajer re: FDEP brownfields grant sampling;	0.05	200.00	10.00
Time log	10/24/2023, General, Correspondence: Reviewed email from Mary Boyer re: Republic Services proposed Amendment to Garbage Collection Services Agreement;	0.07	200.00	14.00
Time log	10/24/2023, General, Correspondence: Reviewed email from Attorney Nicholas Zbrzezny re: ROW issue related to JW Logistics Corporation; Drafted reply email to Nicholas Zbrzezny;	0.17	200.00	34.00
Time log	10/24/2023, General, Correspondence: Reviewed email from Chief Greg Goreck re: meeting on event center;	0.02	200.00	4.00
Time log	10/24/2023, General, Telecom: Telecom to Mayor Roy Tyler;	0.58	200.00	116.00
Time log	10/24/2023, General, Telecom: Telecom from Loyd Stewart and Richard Greenwood re: Board of Adjustment;	0.17	200.00	34.00
Time log	10/25/2023, General, Correspondence: Reviewed email from Vickie Ramsier re: Agreement for Continuing Services (Surveying); Reviewed Agreement and proposed revisions; Drafted email to Vickie Ramsier re: review of proposed revisions;	0.33	200.00	66.00

Item	Description	Qty	Unit cost	Price
Time log	10/25/2023, General, Correspondence: Reviewed email and letter from Attorney Len Johnson re: Liberty Heights Preliminary Plat and RPUD Extension; Drafted email to City staff re: review of Attorney Johnson's letter;	0.33	200.00	66.00
Time log	10/25/2023, General, Correspondence: Drafted minor revisions to letter to John Webb re: Annexation Agreements; Drafted email to John Webb;	0.25	200.00	50.00
Time log	10/25/2023, General, Correspondence: Reviewed two (2) emails from Attorney Helen Albee and Joshua Scott re: BCR Environmental Corporation Settlement Agreement; Drafted email to Sharon Lauther and Erica Sanchez;	0.15	200.00	30.00
Time log	10/25/2023, General, Correspondence: Reviewed two (2) emails from Steve Shifley re: Code Enforcement and inoperable vehicles (trailers);	0.05	200.00	10.00
Time log	10/25/2023, General, Correspondence: Reviewed email from Erica Sanchez re: BCR Environmental Corporation Settlement Agreement;	0.00	200.00	0.00
Time log	10/25/2023, General, Drafted document(s): Reviewed email from Mary Boyer and Republic Services Amendment; Drafted email to City staff re: revisions to Amendment;	0.67	200.00	134.00
Time log	10/25/2023, General, Drafted document(s): Two (2) telecoms from Loyd Stewart re: Republic Services Amendment revisions; Drafted additional revisions to Amendment; Drafted email to Loyd Stewart;	0.35	200.00	70.00
Time log	10/25/2023, General, Drafted document(s): Drafted revisions to Agenda Item and Resolution concerning Amendment to Garbage Collection Operations Agreement; Drafted email to City staff re: Agenda Item and Resolution;	1.60	200.00	320.00
Time log	10/25/2023, General, Reviewed document(s): Reviewed Land Development Regulations concerning Administrative Waivers, appeals to Board of Adjustments, and Conditional Uses;	0.60	200.00	120.00
Time log	10/25/2023, General, Reviewed document(s): Reviewed City Code related to Public Nuisance Abatement; Telecom to Jay Hopwood;	0.42	200.00	84.00
Time log	10/25/2023, General, Telecom: Telecom from James Elensky re: Feltrim Place project and parking garage;	0.55	200.00	110.00
Time log	10/26/2023, General, Correspondence: Reviewed email from Loyd Stewart re: Code Enforcement case;	0.00	200.00	0.00
Time log	10/26/2023, General, Telecom: Telecom to Loyd Stewart re: Republic Services Amendment to Garbage Collection Operations Agreement; Drafted two (2) emails to City staff;	0.20	200.00	40.00
Time log	10/27/2023, General, Drafted document(s): Reviewed Section 497.005, (Definitions), Florida Statutes, and Section 487.284 (Abandoned cemeteries; immunity; actions), Florida Statutes; Drafted Memorandum to Terrell Griffin re: statutory authorization to expend public funds for maintenance, upkeep and repair of roads with Cemetery Park Cemetery; Reviewed Polk County Property Appraiser records; Drafted email to Terrell Griffin re: Memorandum; Telecom to Terrell Griffin;	1.72	200.00	344.00
Time log	10/27/2023, General, Reviewed document(s): Reviewed two (2) emails from David Waronker and James Keene re: development Agreements; Reviewed Infrastructure Agreement with Liberty Bluff Homes, LLC and Assignment; Reviewed Developer's Offsite Utilities Agreement; Telecom to James Keene re: Liberty Bluff Homes and Nimby development Agreements; Also discussed Tenold meeting re: Annexation Agreement;	1.13	200.00	226.00
Time log	10/27/2023, General, Reviewed document(s): Reviewed email from Loyd Stewart; Reviewed Duke Energy Termination and Transfer Agreement; Drafted reply email to Loyd Stewart;	0.23	200.00	46.00
Time log	10/27/2023, General, Reviewed document(s): Reviewed Agenda for City Commission meeting on November 2, 2023; Telecom to Terrell Griffin re: Agenda Item for paving RFP for Oakland South cemetery;	0.33	200.00	66.00
Time log	10/27/2023, General, Reviewed document(s): Reviewed Petition to Contract the Boundary of the Crosswinds West Community Development District; Drafted email to Attorney Roy Van Wyk and Amy Hembree re: Notice and draft Ordinance;	0.55	200.00	110.00

Item	Description	Qty	Unit cost	Price
Time log	10/27/2023, General, Telecom: Telecom from Terrell Griffin re: termination of Agreement with Angry Unicorn;	0.05	200.00	10.00
Time log	10/30/2023, General, Correspondence: Drafted email to James Elensky, Loyd Stewart and Margie Wells re: meeting with Tenold representatives;	0.05	200.00	10.00
Time log	10/30/2023, General, Correspondence: Reviewed email from Attorney Michael Sznajstajler re: Phase II environmental audit;	0.03	200.00	6.00
Time log	10/30/2023, General, Correspondence: Reviewed three (3) emails from Juli Revell, and Greg Goreck re: Downtown issues; Drafted reply email;	0.08	200.00	16.00
Time log	10/30/2023, General, Drafted document(s): Reviewed Chapter 2023-309 concerning revisions to Florida municipal ordinances; Reviewed Section 166.041, Florida Statutes (Procedure for adoption of ordinances and resolutions); Drafted email to City staff re: application of Section 166.041 (4), Florida Statutes and Business Impact Estimate requirement; Reviewed Florida Attorney General Opinions; Drafted Model Form for Business Impact Estimate;	2.25	200.00	450.00
Time log	10/30/2023, General, Reviewed document(s): Reviewed Florida Attorney General Opinions related to utility service reservations; Reviewed Florida Administration Code Rules including Rule 25-30.580 (Guidelines for Designing Service Availability Policy);	0.50	200.00	100.00
Time log	10/30/2023, General, Telecom: Telecom to Mayor Roy Tyler;	1.15	200.00	230.00
Time log	10/30/2023, General, Telecom: Telecom from Erica Sanchez re: application of Senate Bill 170 and revisions to Section 166.041, Florida Statutes;	0.08	200.00	16.00
Time log	10/30/2023, General, Telecom: Telecom from Loyd Stewart re: Tenold meeting;	0.08	200.00	16.00
Time log	10/30/2023, General, Telecom: Telecom to James Elensky;	0.80	200.00	160.00
Time log	10/30/2023, General, Telecom: Telecom from Loyd Stewart re: Tenold meeting;	0.05	200.00	10.00
Time log	10/31/2023, General, Correspondence: Reviewed email from Sharon Lauther re: Section 166.041(5), Florida Statutes, re: roll call voting; Telecom to Sharon Lauther re: application of Section 166.041(5); Drafted email to Sharon Lauther re: application of Section 166.041(5) and best practices;	0.92	200.00	184.00
Time log	10/31/2023, General, Correspondence: Reviewed emails from Attorney Jim Spalla and Attorney Vanessa Bolton re: status conference; Telecom from Attorney Mark Lawson re: Questionnaires; Drafted email to Mark Lawson and Jim Spalla re: Questionnaires;	0.37	200.00	74.00
Time log	10/31/2023, General, Telecom: Telecoms from/to Loyd Stewart re: Feltrim Place project and utility project finance;	0.55	200.00	110.00
			Total:	15174.00

Here goes text below the list of items.

Invoice

Bill to:

CRA

Haines City Community Redevelopment Agency
 c/o Jane Murphy, CRA Manager
 620 East Main Street
 Haines City, FL 33844

Invoice #:	0000142
Date:	11/1/2023
Amount due:	124.50
Terms of payment:	

Here goes text above the list of items.

Item	Description	Qty	Unit cost	Price
Time log	10/16/2023, General, Reviewed document(s) : Reviewed Agenda Item for UCF Agreement to prepare Master Plan research; Reviewed Agenda Item for RFP for MLK Revitalization Project;	0.47	150.00	70.50
Time log	10/20/2023, General, Reviewed document(s) : Reviewed CRA Agenda Item re: Master Plan;	0.23	150.00	34.50
Time log	10/27/2023, General, Reviewed document(s) : Reviewed Agenda for November 2, 2023 CRA meeting;	0.13	150.00	19.50
			Total:	124.50

Here goes text below the list of items.

Invoice

Bill to:

City of Haines City - Litigation
 c/o James Elensky, City Manager
 620 East Main Street
 Haines City, FL 33844

Invoice #:	0000141
Date:	11/1/2023
Amount due:	5836.50
Terms of payment:	

Here goes text above the list of items.

Item	Description	Qty	Unit cost	Price
Time log	10/1/2023, Bowen TV/McCall, Telecom : Telecom from Attorney Mark Lawson re: coordination for IRS lien, Florida Department of Revenue lien, City of Winter Haven lien, and Phase 1 Audit;	0.37	180.00	66.60
Time log	10/1/2023, Mohit v. COHC Federal Court 2023, Reviewed document(s): Reviewed email from Benedict Mohit re: service of process; Drafted email to Attorney Linda Edwards re: service of process; Reviewed Motion for a Preliminary Injunction and exhibits;	0.58	210.00	121.80
Time log	10/2/2023, Mohit v. COHC Federal Court 2023, Correspondence: Reviewed email from Benedict Mohit re: service of process; Drafted reply email to Benedict Mohit;	0.42	210.00	88.20
Time log	10/2/2023, Mohit v. COHC Federal Court 2023, Telecom: Telecom to Attorney Linda Edwards re: waiver of sesrvice of process, Motion for Temporary Injunction, and coordination for filing responsive pleadings; Also discussed Rogers v. Safariland deposition and case background;	0.58	210.00	121.80
Time log	10/2/2023, Rogers v. Safariland, Correspondence: Reviewed emails from Attorney Linda Edwards and Chandra Hall re: basis of claim;	0.05	210.00	10.50
Time log	10/2/2023, Villegas, Nelson , Correspondence: Reviewed email from Court Administrator and Default Final Judgment in Garnishment Against Garnishee;	0.08	180.00	14.40
Time log	10/5/2023, Anderson, Erica, Telecom : Telecoms to James Elensky re: preparations for mediation;	1.17	210.00	245.70
Time log	10/5/2023, Anderson, Erica, Telecom : Reviewed email from Attorney Linda Edwards; Telecom to Linda Edwards re: preparations for mediation;	1.35	210.00	283.50
Time log	10/9/2023, Anderson, Erica, Telecom : Telecom to Mayor Roy Tyler; Telecom to Vice-Mayor Omar Arroyo; Telecom to Commissioner Morris West; Telecom to Commissioner Vernel Smith; Telecom to Attorney Linda Edwards re: preparations for mediation;	1.48	210.00	310.80
Time log	10/9/2023, Anderson, Erica, Telecom : Telecom to Commissioner Anne Huffman;	0.20	210.00	42.00
Time log	10/9/2023, Anderson, Erica, Telecom : Telecom to Attorney Linda Edwards re: preparation for mediation;	0.22	210.00	46.20
Time log	10/9/2023, Anderson, Erica, Telecom : Telecom from Auburn Taylor re: background information for mediation;	0.22	210.00	46.20
Time log	10/9/2023, Rogers v. Safariland, Correspondence: Reviewed six (6) emails from Linda Edwards re: deposition of Chandra Hall and status of case; Drafted reply email to Linda Edwards;	0.18	210.00	37.80

Item	Description	Qty	Unit cost	Price
Time log	10/10/2023, Anderson, Erica, Mediation: Participated in mediation conference;	2.40	210.00	504.00
Time log	10/10/2023, Anderson, Erica, Telecom : Telecom to Mayor Roy Tyler;	1.03	210.00	216.30
Time log	10/10/2023, Bowen TV/McCall, Reviewed document(s): Reviewec email from Court Administrator and Notice of Unavailability;	0.05	180.00	9.00
Time log	10/10/2023, Hollingshead Land, LLC v. COHC, Reviewed document(s): Reviewed email from Attorney William Hartzog and Appellant's Initial Brief; Drafted email to Steve Shifley re: Initial Brief;	0.75	210.00	157.50
Time log	10/11/2023, Anderson, Erica, Conference call : Conference call with Attorney Linda Edwards and Auburn Taylor re: background information and preparations for discovery requests;	0.83	210.00	174.30
Time log	10/11/2023, Anderson, Erica, Telecom : Telecom to Auburn Taylor re: discovery documents; Drafted email to Erica Sanchez; Telecom to Erica Sanchez; Telecom from Sharon Lauther re: future discovery;	0.43	210.00	90.30
Time log	10/11/2023, Anderson, Erica, Telecom : Telecom from Attorney Linda Edwards re: litigation discovery;	0.53	210.00	111.30
Time log	10/11/2023, Anderson, Erica, Telecom : Telecom to Erica Sanchez;	0.08	210.00	16.80
Time log	10/11/2023, Bowen TV/McCall, Correspondence: Reviewed email from Omar DeJesus re: status update; Drafted email response to Omar DeJesus;	0.18	180.00	32.40
Time log	10/11/2023, Hollingshead Land, LLC v. COHC, Telecom: Telecom to Attorney Kirk Hartzog re: Initial Brief and Reply Brief;	0.25	210.00	52.50
Time log	10/11/2023, Hollingshead Land, LLC v. COHC, Telecom: Telecom to Steve Shifley re: Appellant's Initial Brief;	0.15	210.00	31.50
Time log	10/12/2023, Anderson, Erica, Conference call : Conference call with Attorney Linda Edwards, Rick Sloan, Chandra Hall, Sharon Lauther and Auburn Taylor re: discovery process;	0.37	210.00	77.70
Time log	10/12/2023, Bowen TV/McCall, Telecom : Telecom from Attorney Mark Lawson re: Environmental Phase 1 Report;	0.02	180.00	3.60
Time log	10/12/2023, Mohit v. COHC Circuit Court 2023, Reviewed document(s): Reviewed email from Court Administrator and Plaintiff's Notice to Take Judicial Notice; Reviewed email from Benedict Mohit and Plaintiff's Exhibits to Notice to Take Judicial Notice;	0.58	210.00	121.80
Time log	10/13/2023, Mohit v. COHC Circuit Court 2023, Reviewed document(s): Reviewed email from Judicial Assistant re: Plaintiff's E-Filing;	0.05	210.00	10.50
Time log	10/17/2023, Bowen TV/McCall, Telecom : Telecom from Attorney Mark Lawson re: IRS lien status and resolution of other liens;	0.12	180.00	21.60
Time log	10/17/2023, Hollingshead Land, LLC v. COHC, Drafted document(s): Drafted Motion for Extension of Time and proposed Order; Drafted email to Attorney Kirk Hartzog and Attorney Keith Arago re: review of Motion and Order;	1.42	210.00	298.20
Time log	10/17/2023, Mohit v. COHC Federal Court 2023, Reviewed document(s): Reviewed email from Attorney Kayla Platt re: status of case and legal position; Reviewed Defendant's Response In Opposition to Motion for A Preliminary Injunction;	0.92	210.00	193.20
Time log	10/18/2023, Mohit v. COHC Circuit Court 2023, Reviewed document(s): Reviewed email from Court Administrator and Opposition to Defendant's Motion for Summary Judgment;	1.23	210.00	258.30
Time log	10/23/2023, Hollingshead Land, LLC v. COHC, Correspondence: Reviewed email from Attorney Kirk Hartzog re: proposed Order; Drafted reply email to Kirk Hartzog;	0.13	210.00	27.30
Time log	10/23/2023, Sherpa v. City of Haines City, Reviewed document(s): Reviewed Motion for Default by Clerk and proposed Default; Telecom to Commissioner Morris West; Drafted email to Attorney Violetta Stanimirovic re: service of process;	0.28	180.00	50.40

Item	Description	Qty	Unit cost	Price
Time log	10/23/2023, Sherpa v. City of Haines City, Reviewed document(s): Reviewed email from Attorney Violeta Stanimirovic re: service of process; Reviewed Clerk of Court docket and Complaint for personal injury claim; Drafted email to Violeta Stanimirovic re: Amended Complaint; Telecom to Chandra Hall re: background of case;	0.57	180.00	102.60
Time log	10/23/2023, Sherpa v. City of Haines City, Reviewed document(s): Reviewed email from Damaris Santiago and Service of Proces related to Lisa Honig;	0.17	180.00	30.60
Time log	10/24/2023, Bowen TV/McCall, Correspondence: Reviewed email from Attorney Michael Sznajstajler and Summary of Environmental Audit issues;	0.10	180.00	18.00
Time log	10/24/2023, Bowen TV/McCall, Telecom : Telecom to Attorney Michael Sznajstajler re: Phase II Environmental Audit and next steps;	0.35	180.00	63.00
Time log	10/24/2023, Bowen TV/McCall, Telecom : Telecoms to/from Attorney Mark Lawson re: Phase II Environmental Audit and status of liens;	0.30	180.00	54.00
Time log	10/24/2023, Hollingshead Land, LLC v. COHC, Correspondence: Telecom to Attorney Keith Arago re: proposed Order; Drafted email to Keith Arago and Attorney Kirk Hartzog re: proposed Order and Code Enforcement case;	0.13	210.00	27.30
Time log	10/24/2023, Hollingshead Land, LLC v. COHC, Correspondence: Drafted email to Attorney Kirk Hartzog; Telecom from Kirk Hartzog re: draft Recommended Order; Telecom to Steve Shifley re: draft Recommended Order; Reviewed email from Micehelle Escribano re: draft Recommended Order; Drafted email to Kirk Hartzog and Attorney Keith Arago re: draft Recommended Order;	0.47	210.00	98.70
Time log	10/24/2023, Hollingshead Land, LLC v. COHC, Reviewed document(s): Reviewed email from Attorney Kirk Hartzog and revised Recommended Order; Drafted email to Steve Shifley and Michelle Escribano re: revised Recommended Order; Submitted Motion to Extend Time and proposed Order through E-Filing Portal; Reviewed email from Judicial Assistant re: Motion; Drafted email to Judicial Assistant re: Motion; Telecom from Steve Shifley re: revised Recommended Order; Reviewed email from Steve Shifley;	1.25	210.00	262.50
Time log	10/25/2023, Bowen TV/McCall, Correspondence: Reviewed email from Attorney Micheal Sznajstajler re: Environmental Questionnaires to be completed by Defendants; Drafted email to Attorney Mark Lawson and Attorney Jim Spalla;	0.10	180.00	18.00
Time log	10/25/2023, Hollingshead Land, LLC, Correspondence: Reviewed email from Attorney Kirk Hartzog re: Recommended Order for Hollingshead Land, LLC;	0.10	210.00	21.00
Time log	10/25/2023, Mohit v. COHC Federal Court 2023, Correspondence: Reviewed two (2) emails from Aundrea Scott re: mediation dates; Drafted reply email;	0.10	210.00	21.00
Time log	10/25/2023, Mohit v. COHC Federal Court 2023, Reviewed document(s): Reviewed email from Attorney Kayla Platt re: Order to Mediate; Drafted reply email to Kayla Platt;	0.17	210.00	35.70
Time log	10/26/2023, Mohit v. COHC 2nd DCA 2022, Reviewed document(s): Reviewed Circuit Court Docket and Notice of Case Management Conference re: status of Circuit Court Case and Appeal; Telecom to Clerk for Sixth District Court of Appeal re: absence of Per Curiam Affirmed Order; Drafted Notice of Filing re: Per Curiam Affirmed Order; Filed Motion through E-Filing Portal;	1.33	180.00	239.40
Time log	10/26/2023, Mohit v. COHC Circuit Court 2023, Correspondence: Reviewed Judge Master's hearing protocols and procedures; Drafted email to Judicial Assistant re: hearing dates on Defendant's Motion for Summary Judgment; Reviewed email from Judicial Assistant; Drafted email to Benedict Mohit concerning prospective hearing dates;	0.75	210.00	157.50
Time log	10/26/2023, Mohit v. COHC Circuit Court 2023, Correspondence: Reviewed email from Benedict Mohit re: hearing date; Drafted email to Judicial Assistant concerning request for hearing date;	0.17	210.00	35.70

Item	Description	Qty	Unit cost	Price
Time log	10/26/2023, Mohit v. COHC Circuit Court 2023, Drafting document(s) : Reviewed email from Judicial Assistant re: confirmation of hearing date; Drafted Notice Of Hearing; Submitted Notice Of Hearing through E-Filing Portal;	0.42	210.00	88.20
Time log	10/26/2023, Mohit v. COHC Federal Court 2023, Reviewed document(s): Reviewed email from Attorney Kayla Platt, Defendant's Motion to Vacate Stay Pending Resolution of Its Dispositive Motion to Dismiss, and Motion to Dismiss;	0.68	210.00	142.80
Time log	10/26/2023, Montez, Elva, Correspondence: Scanned claim documents; Drafted two (2) emails to Chandra Hall and City staff re: Notice of Claim and assignment of claim counsel;	0.48	210.00	100.80
Time log	10/26/2023, Rogers v. Safariland, Correspondence: Reviewed email from Attorney Linda Edwards re: discovery requests and public records; Telecom to Linda Edwards;	0.32	210.00	67.20
Time log	10/26/2023, Sherpa v. City of Haines City, Correspondence: Drafted follow-up email to Attorney Violeta Stanimirovic re: Amended Complaint;	0.10	180.00	18.00
Time log	10/27/2023, Hollingshead Land, LLC v. COHC, Telecom: Two telecons to Steve Shifley re: follow-up to code enforcement hearing to request a fine reduction; Drafted email to Attorney Kirk Hartzog re: Recommended Order and Appeal;	0.37	210.00	77.70
Time log	10/27/2023, Sherpa v. City of Haines City, Correspondence: Reviewed email from Attorney Violetta Stanimirovic, Amended Complaint, Interrogatories, and Request for Production; Drafted email to Chandra Hall re: Amended Complaint, ancillary documents, and assignment of claims counsel;	0.48	180.00	86.40
Time log	10/27/2023, Sherpa v. City of Haines City, Correspondence: Reviewed email from Chandra Hall re: case documents and drafted reply email;	0.08	180.00	14.40
Time log	10/31/2023, Bowen TV/McCall, Correspondence: Reviewed email from Attorney Vanessa Bolton re: status of litigation; Drafted email to Attorney Mark Lawson and Attorney Jim Spalla re: Questionnaires for Phase I Audits;	0.15	180.00	27.00
Time log	10/31/2023, Bowen TV/McCall, Drafted document(s): Drafting Brief on Phase I Environmental Site Assessments;	0.75	180.00	135.00
			Total:	5836.50

Here goes text below the list of items.



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: November 16, 2023

Subject: CivilSurv Design Group Inc. Contract for Surveying Continuing Services Agreement

Executive Summary

Approval of the contract with CivilSurv Design Group Inc. for surveying continuing services.
Staff Contact: Omar DeJesus, CPA, Finance Director

Introduction

The intent of this item is to request City Commission approval of the contract with CivilSurv Design Group Inc. regarding Request for Qualifications (RFQ) 23-04 Surveying Continuing Services Agreement.

Background

On October 4, 2023, the City Commission approved the recommendation to award the Surveying Continuing Services Agreement for RFQ 23-04 to the three (3) top scoring firms which are CivilSurv Design Group Inc., George F Young, and SurvTech Solutions.

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

This work is included in the FY24 budget under ADG account #001-10-51-5-3-31-10.

Recommendation

Staff recommends approval of the contract with CivilSurv Design Group Inc for RFQ 23-04 Surveying Continuing Services Agreement.

AGREEMENT FOR CONTINUING SERVICES

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between **City of Haines City**, a political subdivision of the State of Florida, hereinafter referred to as the "City" and **CivilSurv Design Group**, hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS the City has determined that it is necessary, expedient, and in the best interest of the City to retain a Consultant to perform continuing services related to **Surveying**; and

WHEREAS the City issued Request for Qualifications ("RFQ") No. 23-04 on August 8, 2023; and

WHEREAS the City evaluated and scored the proposals in accordance with §287.055, F.S., and

WHEREAS the City desires to employ the Consultant to provide continuing services in accordance with the terms and conditions hereafter set forth, and the Consultant is desirous of obtaining such employment, has reviewed the services required pursuant to this Agreement and is qualified to provide said services pursuant to this Agreement and is, willing and able to provide and perform all such services in accordance with its terms;

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONSULTANT'S SERVICES

The Consultant agrees to diligently perform various services pertaining to **Surveying** ("Service Category"), defined in **RFQ No. 23-04** and in Exhibit A, Scope of Services, attached and made a part of this Agreement, as assigned by the City.

II. TERM

This Agreement shall commence as of the effective date shown on the signature page upon the execution of this Agreement by both the City and the Consultant. It shall terminate one (1) year from the date entered into, but may be extended for two (2) additional one (1) year periods by mutual agreement between the Consultant and the City. The Consultant shall perform no work under this Agreement until receipt of a Purchase Order issued by the City.

III. WORK ASSIGNMENTS

- A. Specific work to be performed by the Consultant for this Service Category shall be assigned by the City through the issuance of Work Assignments.
- B. Consultant will identify and provide qualifications of sub-consultants during Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.
- C. Each Work Assignment shall include the number of hours to be provided by each appropriate position classification and the corresponding hourly rate using the

Project Budget form, Exhibit B, attached hereto and made a part of this Agreement. The Work Assignment shall be executed on behalf of the City by the City and upon execution shall become a part of this Agreement.

- D. When the scope of a Work Assignment represents a continuation of work done under a prior Work Assignment, that Work Assignment shall be considered a change order. Change orders shall reference all Work Assignment(s) to which they relate, and the sum of the total value of those Work Assignments shall be considered collectively for the purpose of determining necessary approvals as further described below.

IV. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

- A. Work Assignments totaling \$25,000 and above shall be designated as Specific Authorizations and shall require approval of the City Commission. Said total amount to include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.
- B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises. The Consultant acknowledges and agrees that the City through this Agreement guarantees no minimum number of Work Assignments or minimum level of work or fees.
- C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation for any Work Assignment or Specific Authorization relative to this Agreement shall be accurate, complete, and current at the time of entering into any such Work Assignment or Specific Authorization. The amounts set forth in any Work Assignment or Specific Authorization provided for in this Agreement will be adjusted to exclude any significant sums by which the City determines the amount by which any Work Assignment or Specific Authorization was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Work Assignment or Specific Authorization.
- D. The City's performance and obligation to pay under this Agreement and any related Work Assignment or Specific Authorization is contingent upon an appropriation by the City Commission. The City shall promptly notify the Consultant if the necessary appropriation is not made.

V. METHOD OF PAYMENT

- A. The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act, §218.70, F.S., upon receipt of the Consultant's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Agreement. On a monthly basis the Consultant shall, for each Work Assignment or Specific Authorization not completed, submit an invoice for payment to the City for those specific services and reimbursable expenses performed during that monthly

invoicing period.

- B. For those specific services that are partially completed, progress payments shall be paid monthly in proportion to the percentage of completed work on those specific service activities as approved in writing by the City.

VI. LIABILITY OF CONSULTANT

- A. Pursuant to §725.08(1), F.S., the Consultant shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

- B. The above provision shall survive the termination or expiration of this Agreement.

VII. CONSULTANT'S INSURANCE

Before performing any work under this Agreement and any related Work Assignment or Specific Authorization, the Consultant shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed in Exhibit C, Insurance Requirements, attached hereto and incorporated herein.

VIII. RESPONSIBILITIES OF THE CONSULTANT

- A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

- B. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

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

- D. The Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate the contract in accordance with the provisions contained herein.

- E. A person or affiliate who has been placed on the convicted vendor list following a

conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- F. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement and any related Work Assignment or Specific Authorization.
- G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work Assignments and Specific Authorizations under this Agreement which shall be available and accessible at the Consultant 's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.

The Consultant shall notify the City at least one (1) day in advance of any meeting related to the Work Assignment or Specific Authorization between the Consultant and any person or organization affected thereby, including, but not limited to, City Commissioners, regulatory agencies or private citizens.

- H. Neither the City's review, approval, or acceptance of, nor payment for, the services required under this Agreement and any related Work Assignment or Specific Authorization shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- I. The rights and remedies of the parties provided for under this Agreement are in addition to any other rights and remedies provided by law.

IX. OWNERSHIP AND USE OF WORK PRODUCTS

- A. Consultant understands and agrees that all work products, including, but not limited to, reports, designs, specifications, other documents and data developed by the Consultant in connection with its services under this Agreement and which are specified as deliverables in the Work Assignment or Specific Authorization, shall be provided to, and shall become the property of the City as they are received by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City for the Consultant to use any of the work products of this Agreement on any non-City project.
- B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

- C. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems.

X. PERFORMANCE OF CONSULTANT'S PERSONNEL

- A. The Consultant shall assign a Project Manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement and all Work Assignments and Specific Authorizations issued hereunder. Any change or substitution to the Consultant's key personnel must receive the City's written approval before said changes or substitution can become effective.
- B. City issuance of a Purchase Order for the services to be rendered by the Consultant shall act as Notice to Proceed from the City. Time limits set forth in Work Assignments and Specific Authorizations shall commence to run on the date of the Notice to Proceed.
- C. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in Work Assignments and Specific Authorizations, subject only to delays caused by force majeure, or as otherwise defined herein. Force majeure shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.
- D. The Consultant agrees to provide to the City monthly written progress reports concerning the status of the Project. Written progress reports will accompany each monthly invoice. The City may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the Consultant.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the Consultant which delay the project schedule completion date, the City shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay.

XI. OBLIGATIONS OF CITY

- A. The City is designated to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific Project Manager may be authorized to perform the responsibilities of the City. The City shall designate any specific Project Manager in the Work Assignment or Specific Authorization. The responsibility of the City shall include:
 - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
 - 2. Transmission of instructions, receipt of information, interpretation and

definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3. Review of the content of all of the Consultant's documents and payment requests for approval or rejection.
- B. The City shall, upon request, furnish the Consultant with all existing data, plans, studies and other information in the City's possession which may be useful in connection with performance of a Work Assignment or Specific Authorization, all of which is and shall remain the property of the City and shall be returned to the City upon completion of the services to be performed by the Consultant.
- C. The City shall conduct periodic reviews of the work of the Consultant necessary, for the completion of the Consultant's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist the Consultant. The availability and necessity of said personnel to assist the Consultant shall be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Work Assignments and Specific Authorizations.
- D. The City shall not provide any services to the Consultant in connection with any claim or litigation brought on behalf of or against the Consultant.

XII. TERMINATION

- A. The City shall have the right at any time upon ten (10) calendar days' written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the City all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Work Assignments and Specific Authorizations, plus (2) the fee for the percentage of the work completed in any authorized but uncompleted task, less (3) all previous payments made.
- B. The Consultant shall have the right to terminate services under a Work Assignment and Specific Authorization only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of its approval by the City, or if the City suspends work under the Work Assignment and Specific Authorization for a period greater than ninety (90) calendar days.
- C. The City reserves the right to terminate this Agreement in the event the Consultant is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.
- D. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or in part, due to:
 1. The quality of a portion, or all, of the Consultant's work not being in accordance with the requirements of this Agreement;

2. The quantity of the Consultant's work not being as represented in the Consultant's Payment Request, or otherwise;
3. The Consultant's failure to use Agreement funds, previously paid the Consultant by the City, to pay Consultant's Work Assignment and Specific Authorization related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
4. Loss caused by the Consultant;
5. The Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.

XIII. STOP WORK ORDER

The City, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be in effect for a specified period after the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the City may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XIII. A.

In the event the City determines to not direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

XIV. DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Polk County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in the Twelfth Judicial Circuit in and for Polk County, Florida, which shall have subject matter jurisdiction and personal

jurisdiction over each of the parties to the Agreement.

- E. This Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, or directed by legal counsel, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. SCRUTINIZED COMPANIES

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the City may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**City of Haines City
City Clerk's Office
620 E. Main Street
Haines City, FL 33844**

**Phone: 863-421-9921
Email: sharon.lauther@hainescity.com**

XVII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with

respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the compensation for the services which increases the value of a Work Assignment above the threshold identified in Section IV A herein, the City Commission for the City and the duly authorized representative for the Consultant shall agree in writing to this change. For all other changes, the City and the Consultant's representative shall agree in writing to the change.

- B. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on each party.
- C. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City, except that claims for the money due or to become due the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.
- D. Time is of the essence with regard to each and every aspect of the Consultant's performance under this Agreement.
- E. The exercise or the failure to exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- F. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- G. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- H. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- I. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

Consultant's Representative:

Name: Kenneth Glass
Title: Vice President

Address:
2525 Drane Field Road, Ste 7
Lakeland, FL 33811

Phone: 863-646-4771 ext 241
Email: kglass@civilsurv.com

City's Representative:

Name: Ted Adkins
Title: Deputy Development Services
Director

Address:
620 E. Main Street
Haines City, FL 33844

Phone: 863-421-9909
Email: ted.adkins@hainescity.com

- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. The solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by reference.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. This Agreement
 - 2. The RFQ

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

This Agreement will be effective on _____.

City:

City of Haines City

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

City of Haines City

Attn: City Clerk's Office

620 E. Main Street

Haines City, FL 33844

Consultant:

Civil Surv Design Group, Inc.

By: 

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: Vice President

Address for giving notices:

2525 Drone Field Road

Lakeland, FL 33881

License

No.:

LB 708

(where applicable)

EXHIBIT A SCOPE OF SERVICES

Specific tasks may include, but are not limited to, the following:

- Review of submitted surveys for specific projects
- Property surveying
- Topographic surveying
- Hydrographic surveying
- Preparation of easement descriptions
- Preparation of legal descriptions for acquisition/disposal/vacating of City property
- Preparation of right-of-way maps
- On-call availability during normal business hours to respond to City staff and applicant requests
- Consult City staff and applicants, either in person, or via email and/or telecommunications
- Attendance and participation at meetings with City Staff and Applicants; City Staff and other Governmental agencies; and at City Commission, Planning Commission, Board of Adjustment, and Technical Review Board meetings as needed
- Other surveying services or related tasks, as needed

**EXHIBIT B
PROJECT BUDGET**

AGREEMENT NO. _____

WORK ASSIGNMENT (WA) _____

POSITION CLASSIFICATION		Hourly Rate	x	# Hours	=	Total Fee
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
			x		=	
SUBCONSULTANTS (IF ANY)	% markup	x		x	=	
		x		x	=	
		x		x	=	
		x		x	=	
		x		x	=	
		x		x	=	
REIMBURSABLES (DIRECT EXPENSES REIMBURSED AT COST)						
CONTINGENCY (IF ANY)						
TOTAL FEE FOR THIS WORK ASSIGNMENT						

WA Start Date: _____ WA End Date: _____

EXHIBIT C INSURANCE REQUIREMENTS

For purposes of this Exhibit C, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract" and "Agreement" shall be interchangeable.

- 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.

- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2023

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heacock Insurance Group, LLC 100 E Main St Lakeland FL 33801	CONTACT NAME: Tami Troyer PHONE (A/C No. Ext): 863-683-2228 E-MAIL ADDRESS: ttroyer@heacock.com		FAX (A/C, No): 863-683-3309	
	INSURER(S) AFFORDING COVERAGE			
INSURED CivilSurv Design Group, Inc. 2525 Drane Field Road, Ste 7 Lakeland FL 33811	CIVIDES-01	INSURER A: Landmark American Insurance Co		NAIC # 33138
		INSURER B: Travelers Property Casualty Co of Florida		10647
		INSURER C: Travelers Casualty & Surety		19038
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 479206686

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6807H35081A	2/27/2023	2/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA4R383261	2/27/2023	2/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP5F95257A	2/27/2023	2/27/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB0K247374	2/27/2023	2/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Professional Liability Crime			LHR801543 6807H35081A	2/27/2023 2/27/2023	2/27/2024 2/27/2024	Per Claim/Aggregate Retention Crime 2,000,000 10,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ 23-04 Professional Services Continuing Contract, Surveying Services

Certificate holder is included as an additional insured under the GL & Auto Liability policies with waiver of subrogation included when required by written contract.

Waiver of Subrogation is included under the WC policy, when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Haines City
 620 E Main Street
 Haines City FL 33844

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

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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: November 16, 2023

Subject: Release of Code Enforcement Lien

Executive Summary

Reduce the Code Enforcement lien for the property located at 1485 Cypress Avenue.
Staff Contact: Steve Shifley Code Compliance Supervisor

Introduction

The intent of this item is to accept the recommendation of the Special Magistrate to reduce the Code Enforcement lien for the property located at 1485 Cypress Ave.

Background

On April 26, 2023, a hearing was held for the property owner Hollingshead Land LLC & tenant SRM Concrete. The property owner and tenant were found as a repeat violator for a violation of the Land Development Regulations Sec. 8.2.3(a) Stormwater Discharges from Industrial Sites. The Magistrate found the property owner and tenant had violated his previous order dated October 22, 2022 and issued an order that a daily fine of \$100 would be imposed until the property was brought into compliance. A lien was recorded on May 15, 2023, book 12690, page 0987 with the Polk County Clerk of Courts. The property came into compliance on August 23, 2023 and the lien had accrued a total of \$14,174.51.

On October 25, 2023, a hearing was held at the request of the property owner to reduce the lien. After hearing testimony from the property owner's attorney and City staff, the Magistrate issued a recommendation that the City reduce the lien to zero, but still require payment of \$74.51 for the administrative fee. The Magistrate found the City contributed to the violation due to the lack of the maintenance of the street, in addition to no stormwater system in place for the roadway.

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 the fiscal year 2024 in the amount of \$74.51, if approved, and a reduction in outstanding receivables for the difference.

Recommendation

Staff recommends accepting the recommendation of the Special Magistrate to reduce the Code Enforcement line for the property located at 1485 Cypress Ave.

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

CITY OF HAINES CITY,

Petitioner,

v. HOLLINGSHEAD LAND LLC
SRM CONCRETE

Respondent.

CASE NO. 33822

PARCEL ID: 27-27-28-768500-000770

PROPERTY ADDRESS: 1485 CYPRESS AVENUE

PROPERTY DESCRIPTION: HAINES CITY TERMINALS PB
5 PG 17 LOTS 77 THRU 80 & 97 THRU 100 & 105 THRU 108
& PART OF VACATED SOUTH AVE LYING S OF LOTS 97
THRU 100

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, April 26, 2023, the Haines City Special Magistrate entered an order, after duly noticed hearing, for a repeat violation imposing a fine of \$100.00 per day and to continue until such time that the property was brought into compliance.
2. The property was brought into compliance as to the stormwater runoff Case No. 32332 on September 26, 2022, and into compliance as to the dust Case No. 33822 on August 18, 2023; but the lien for the above titled case 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 \$14,174.51.
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 \$ 24,51, which includes administrative costs



of \$74.51, 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.

10. The City requested the recommended reduction in order to secure dismissal of the pending circuit court appeal.

DONE AND ORDERED this 28th day of October, 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.



City of Haines City

Code Enforcement Department
35400 U.S. Highway 27 • Haines City, FL 33844
Phone (863) 421-9937 • Fax (863) 419-3168

Application for Reduction of Code Enforcement 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: Hollingshead Land, LLC			
PHONE: 629-247-5636	FAX:	E-MAIL: sprince@smyrnareadymix.com	
MAILING ADDRESS: 1000 Hollingshead Circle			
CITY: Murfreesboro	STATE: TN	ZIP CODE: 37129	
ADDRESS TO MAIL RELEASE OF LIEN TO: Attention: Samantha J. Prince, Associate General Counsel, 1000 Hollingshead Circle			
CITY: Murfreesboro	STATE: TN	ZIP CODE: 37129	
AUTHORIZED REPRESENTATIVE'S NAME: Samantha J. Prince			
WRITTEN AND NOTARIZED AUTHORIZATION OWNER: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
CASE INFORMATION			
CASE NUMBER(S): 33822			
LIEN ADDRESS (PROPERTY SUBJECT TO THE LIEN(S)): 1485 Cypress Avenue, Haines City, FL 33844			
NAME OF CURRENT OWNER OF LIEN ADDRESS: Hollingshead Land, LLC			
CURRENT OWNER'S RELATIONSHIP OR AFFILIATION WITH ENTITY/PERSON NAMED IN LIEN(S): N/A			
OTHER PROPERTY LOCATED IN HAINES CITY WHICH BELONGS TO CURRENT OWNER: - 4835 Hwy. 92 E., Lakeland, FL 33801 - 0 Highway 17 92 No., Haines City, FL 33844 - 1485 Cypress Avenue, Haines City, FL 33844			
VIOLATION(S) AT LIEN ADDRESS WHEN LIEN(S) WERE PLACED: No known violations			
WHO LIVED AT LIEN ADDRESS WHEN LIEN(S) WERE ASSESSED? N/A			
REASONS VIOLATION(S) NOT CORRECTED BEFORE LIEN(S) PLACED: - Hollingshead Land, LLC is not responsible for the conditions referenced in the citation. - Haines City Public Works Department has admitted to not maintaining and repairing the road, which led to the conditions referenced in the citation.			
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? - Hollingshead Land, LLC is not responsible for the conditions referenced in the citation. - Haines City Public Works Department has admitted to not maintaining and repairing the road, which led to the conditions referenced in the citation.			

Application for Reduction of Code Enforcement 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 Code Compliance at 34500 US Highway 27, Haines City.

Note: The Code Compliance Unit 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 Unit 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
\$ 14,100.00 with \$74.00 administrative fees	September 2023 (Citation 33822)
\$	
\$	
\$	
\$	

Application for Reduction of Code Enforcement 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 Enforcement Lien(s) is true and correct.

Samantha Reno
Applicant's Signature

9/18/2023
Date

*Associate
General Counsel for Hollingshead Land, LLC*

State of Tennessee
Rutherford County

The foregoing was sworn to and subscribed before me this 18th day of September, 2023. She is personally known to me and did appear before me at the time of notarization.



Notary Public: *Julie B. Wilson*
Signature:

Printed Name: Julie B. Wilson

My Commission Expires: 11-28-2026

For City of Haines City Use Only

Application Accepted on: _____

Total Amount of Lien(s):\$ _____

Total Reduction Approved by The City: \$ _____

Other: _____

Hearing Date: _____

IN AND FOR THE CITY OF HAINES CITY, FLORIDA
VIOLATION NO: 33822



INSTR # 2023112272
BK 12690 Pgs 0987-0988 PG(s)2
05/15/2023 09:10:38 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50

IN RE: 1485 CYPRESS AVE
HAINES CITY, FL 33844
HAINES CITY TERMINALS PB 5 PG 17 LOTS 77 THRU 80 & 97 THRU 100 & 105 THRU 108 & PART OF VACATED SOUTH AV E
LYING S OF LOTS 97 THRU 100

CITY OF HAINES CITY, a Florida municipal corporation,

Petitioner

v.

HOLLINGSHEAD LAND LLC
4472 HICKORY GROVE RD
MURFREESBORO TN 37129-7447

SRM CONCRETE
1485 CYPRESS AVE
HAINES CITY, FL 33844

Respondent(s)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came on for public hearing before the Special Magistrate after due notice to Respondent(s), and the Special Magistrate, having heard testimony under oath, received evidence and heard argument thereupon, issues this "Findings of Fact, Conclusions of Law and Order" pursuant to §§162.07(4), Florida Statutes:

FINDINGS OF FACT

1. On or about 03/28/2023 there existed at on the above described property, the following conditions in violation of the Code of Ordinances of the City of Haines City, such conditions constituting a nuisance and a serious threat to the public health, safety, and welfare within the meaning of §162.06(4), Florida Statutes:

STORMWATER DISCHARGES FROM INDUSTRIAL ACTIVITIES AND CONSTRUCTION SITES / LDR SEC. 8.2.3 (A) 3-2 (1)

2. Captioned real property is located and existing within the corporate limits of the City of Haines City, Florida. Respondent(s), as owners(s) of the captioned real property are responsible for maintaining the same in accordance with the Code of Ordinances of the City of Haines City. All required notices pursuant to §162.12, Florida Statutes.

CONCLUSIONS OF LAW

3. This Magistrate has jurisdiction over the Respondent(s) and this matter is otherwise property before this Magistrate. Further, this Magistrate has subject matter jurisdiction pursuant to §2-35 of the Code of Ordinances of the City of Haines City

4. The above stated facts constitute a violation of the specific section(s) of the City Code cited in paragraph 1 herein.

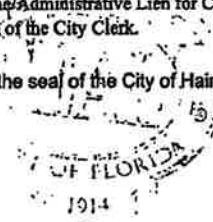
5. The violator did/did not appear for the hearing.

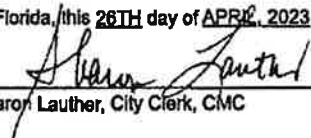
STATE OF FLORIDA

COUNTY OF POLK

I, the undersigned duly appointed City Clerk of the City of Haines City, Florida, HEREBY CERTIFY that the foregoing is a true and correct copy of Order Imposing Fine/Administrative Lien for City of Haines City, Petitioner, v. HOLLINGSHEAD LAND LLC 33822, as shown in the records of the City on file in the office of the City Clerk.

WITNESS my hand and the seal of the City of Haines City, Florida, this 26TH day of APRIL, 2023.




Sharon Lauther, City Clerk, CMC

ORDER

Based on the foregoing Findings of Fact Conclusions of Law, and upon consideration of (i) the gravity of the violation, (ii) any actions taken by the violator to correct the violation, and (iii) previous violations committed by the violator, it is hereby ORDERED that:

- Summary Disposition. Respondent(s) admit(s) to the violation(s) and request(s) additional time to comply. Respondent(s) has/have waived any defenses to the violation(s). Respondent(s) shall have until 03/28/2023 to comply or a \$ per day fine may be imposed.
- Respondent(s) shall secure captioned property by or \$ per day fine shall be imposed.
- Respondent(s) shall have until for a total compliance or a \$ per day fine shall be imposed.
- The City of Haines City is hereby authorized to abate the violation(s) named herein in accordance with §162.09(1), Florida Statutes, but shall not be required to do so. If abatement occurs, the City of Haines City may assess all costs incurred by it against Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- Pursuant to §162.08(5) Florida Statutes, the Code Compliance Division of the City of Haines City is hereby authorized to initiate the demolition process and assess all costs incurred by it against the Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- The evidence did not support the violation cited. The case is hereby dismissed.
- Violation(s) did exist at the subject property, but have been remedied. No fine in this matter shall be imposed, however future offenses of the same nature as cited in this case will be considered repeat offenses and subject to fines as such.
- Violation(s) as identified herein is/are irreparable or irreversible in nature. A one-time fine of \$ is imposed against the Respondent(s) in addition to any fine or costs imposed herein, if any such fine amount or costs amount imposed.
- Respondent(s) shall be responsible for costs incurred by the City in prosecuting this case totaling \$. The costs shall be paid in full within 60 days of this order. If unpaid the costs shall be assessed against the subject property as a lien, and this Order, or subsequent Order imposing Fine, may be recorded in the Public Records of Polk County as evidence thereof.
- Respondent has been found in violation as a repeat offender. A fine of \$ 2874.51 shall be imposed and a \$ 100.00 per day fine shall continue until property is brought into compliance.
- Fine includes administrative costs of \$ 74.51
- Pursuant to §162.09 (3) the Special Magistrate authorize the City of Haines City to begin foreclosure procedures on the above captioned property.
- Bank is listed as Respondent for notification purposes only.
- Other _____

YOU ARE NOTIFIED THAT IF THIS ORDER IMPOSES A FINE, ABATEMENT COSTS, OR PROSECUTION COSTS AGAINST YOU THAT pursuant to §162.09(3), Florida Statutes, once final this ORDER may be recorded in the public records and thereafter may constitute a lien against the captioned property and upon any other real property and upon any other real or personal property owned by YOU. FURTHER, SUBSEQUENT CERTIFICATIONS OR SUPPLEMENTAL CERTIFICATIONS OF FINES MAY BE RECORDED IN THE PUBLIC RECORDS IF THE VIOLATIONS MENTIONED HEREIN MAY BE REMEDIED AND YOU FAIL TO TIMELY DO SO.

DONE AND ORDERED this 26TH day of APRIL, 2023, at Haines City, Polk County, Florida.

ATTEST

Michelle Escibano
Clerk to the Special Magistrate


SPECIAL MAGISTRATE
City of Haines City Special Magistrate

This ORDER may be appealed to Circuit Court within thirty (30) days of the date of its rendition pursuant to §162.11, Florida Statutes, by filing a timely Notice of Appeal with the Clerk of Courts and complying with any and all applicable court rules of procedure.

Violation No: 33822
Certified Mail Number: 9489009000276434499294 & 9489009000276434499300



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: November 16, 2023

Subject: Request for Qualifications (RFQ) 23-06 Emergency Operations Center CMAR
(Construction Manager at Risk)

Executive Summary

Request awarding RFQ 23-06 Emergency Operations Center CMAR (Construction Manager at Risk) to Pirtle Construction Company.
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 RFQ 23-06 Emergency Operations Center CMAR.

Background

The City of Haines City solicited proposals from qualified firms for Emergency Operations Center CMAR services. On September 5, 2023, formal advertisements were placed in the Lakeland Ledger and on DemandStar (an online solicitation platform). Electronic proposals were due on October 10, 2023 at 2:00 PM.

The City received bid packages from the following four (4) firms:

- Ajax Building Company, LLC
- D.E. Scorpio Corporation
- Pirtle Construction Company
- The A.D. Morgan Corporation

Pirtle Construction Company scored the highest, followed by The A.D. Morgan Corporation.



HAINES CITY

THE HEART OF FLORIDA

Organizational Goal(s)

Safety: Provide responsive public services that protect the health, welfare and safety of the community.

Budget Impact

This project is included in the FY24 budget under ADG account #301-10-52-2-6-62-10.

Recommendation

The ERC recommends the City Commission award RFQ 23-06 Emergency Operations Center CMAR to Pirtle Construction Company.



RFQ-23-06

EMERGENCY OPERATIONS CENTER CMAR

October 10, 2023



PROPOSAL PREPARED FOR:

City of Haines City | Attn: Finance | 620 E Main Street, Haines City, Florida 33844



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TAB 7 Attachements and Required Documentation pg 42

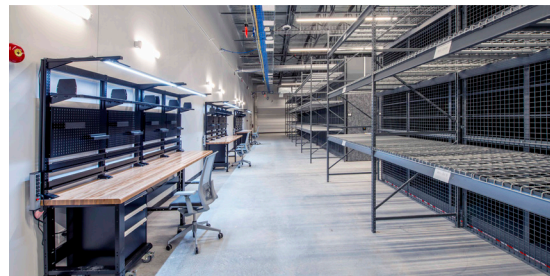




PUBLIC SAFETY EXPERIENCE



MIAMI BEACH



40+
Municipal & Public
SAFETY PROJECTS



\$3B
In Public/Municipal
CONSTRUCTION PROJECTS

TAB 1

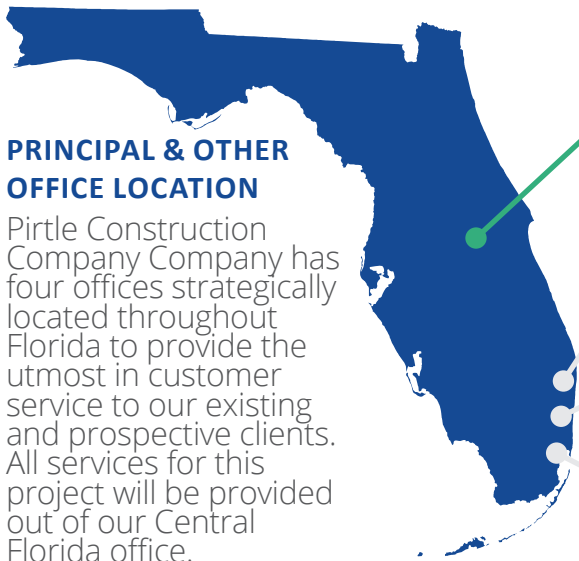
EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

PRINCIPAL & OTHER OFFICE LOCATION

Pirtle Construction Company Company has four offices strategically located throughout Florida to provide the utmost in customer service to our existing and prospective clients. All services for this project will be provided out of our Central Florida office.



CENTRAL FLORIDA:
 6150 Metrowest Blvd, Suite 302, Orlando, FL 32835
 Phone: 407-377-6866 / Fax: 407-377-6801
 E-mail: rrodriguez@pirtleconstruction.com **1**

PALM BEACH COUNTY:
 2101 Vista Pkwy, West Palm Beach, FL 33411
 Phone: 561-273-0711 **2**

BROWARD COUNTY:
 500 W. Cypress Creek Road Suite 100,
 Fort Lauderdale, FL 33309
 Phone: 954-797-0410 / Fax: 954-797-6330 **3**

MIAMI-DADE COUNTY:
 175 SW 7th Street, Miami, FL 33130
 Phone: 786-775-5007 **4**

A. Pirtle Construction Company Company is a Florida corporation and has been incorporated to do business in the State of Florida since April 15, 1968. Owners are Laura Geary, K,D, Portela and James B. Pirtle Jr., who each own 33.333%.

B. Pirtle Construction Company Company has been in continuous business for 55 years.

C. Pirtle Construction Company Company currently employs 76 management and administrative team members, all with extensive experience working with a wide variety of public and municipal agencies throughout Florida, and we can draw upon these resources as needed. We are adept at providing complete administration of Construction Management at Risk projects through all phases of construction, from design to owner occupancy.

D. See next page.

E. Pirtle Construction Company Company makes it a top priority to promptly make every effort to resolve any potential dispute as soon as an issue is discovered, and prides itself on being proactive and finding reasonable solutions to any problem See page 46 in Attachments and Required Documentation.

POSITION	TOTAL #
Executives	7
Pre-construction	4
PM, APM, PE	26
Superintendents	17
Project Coordinators	9
Accounting	3
Development / Marketing	4
IT	3
BIM Manager	1
Receptionist	1
Human Resources	1
TOTAL PERSONNEL	76

OFFICERS OR PRINCIPALS IN CHARGE- Pirtle Construction Company Company is a privately owned corporation. Listed below are the owners, officers or principals in charge of the firm.

Officers:

- Michael S. Geary, President
- Jacob Katz, Senior Vice President
- Richard Rodriguez, Vice President
- James Armstrong, Vice President
- Darrell Lipman, CFO

Top Level Involvement:

Richard Rodriguez, Vice President, will assist **Jason Kracunas**, Project Executive, in overseeing your project, which means you receive hands on executive support.



EXECUTIVE SUMMARY

TAB 1

VOLUME OF WORK

PROJECT TITLE	CLIENT/OWNER	COMPLETION DATE	DOLLARS COMMITTED
Coral Springs Public Safety & Public Works Campus	City of Coral Springs	March 2023	\$25,840,529
Melaleuca Elementary School	School District of Palm Beach County	August 2022	\$5,189,832
Stoneyck Elementary School	Orange County Public Schools	August 2022	\$21,446,641
Hollywood Hills High School	School Board of Broward County	November 2022	\$17,320,871
MDC West Campus	Miami-Dade College	September 2021	\$10,640,471
Canoe Creek K-8 Academy	School District of Osceola County	December 2021	\$25,917,959
Eduardo Padron Campus Parking	Miami-Dade College	June 2021	\$2,207,517
Village Park Elementary School	Orange County Public Schools	July 2021	\$20,591,705
Lake Buena Vista High School	Orange County Public Schools	June 2021	\$95,217,372
Port Everglades Terminal 2 & 4 Garage	Broward County	December 2020	\$58,000,000
MDC Eduardo Padron Campus	Miami-Dade College	December 2020	\$6,335,585
Forensic Sciences & Technology Facility	Palm Beach County	October 2020	\$26,676,286
Denn John Middle School	School District of Osceola County	August 2020	\$33,453,748
Vista BMW	Pompano Imports	September 2020	\$4,017,444
Acreage Pines Elementary School	School District of Palm Beach County	September 2020	\$5,917,561
Calusa Elementary School	School District of Palm Beach County	August 2020	\$6,185,947
Loxahatchee Groves Elementary School	School District of Palm Beach County	August 2020	\$5,372,765
Marjory Stoneman Douglas HS	School Board of Broward County	August 2020	\$12,739,478
Rolling Hills Elementary School	Orange County Public Schools	July 2020	\$15,988,087
Seminole Tribe Ahfachkee School	Seminole Tribe of Florida	June 2020	\$12,696,279
Deerwood Elementary School	Orange County Public Schools	January 2020	\$18,690,485
MDC TESLA Training Facility	Miami-Dade College	January 2020	\$2,410,000
Doral Glades Park	City of Doral	July 2019	\$10,954,247
Union Park Elementary School	Orange County Public Schools	October 2018	\$16,317,569
Pine Hills Elementary School	Orange County Public Schools	September 2019	\$17,489,097
UCF Trevor Colbourn Hall	University of Central Florida	August 2018	\$31,431,226
Broward Addiction Recovery Center	Broward County	February 2018	\$18,981,656
Hialeah Sr High School	Miami-Dade County Public Schools	January 2018	\$9,469,012

TAB 2

APPROACH TO THE PROJECT



APPROACH TO THE PROJECT

DISCOVER A PARTNER FOR YOUR SUCCESS

At Pirtle Construction Company, we excel in the art of constructing cutting-edge Emergency Operation Centers. Our extensive experience spans 500+ projects across Florida, including Public Safety facilities and Emergency Command Centers. The City of Haines City Emergency Operations Center demands a specialized touch, and we've honed our skills to meet its unique requirements.

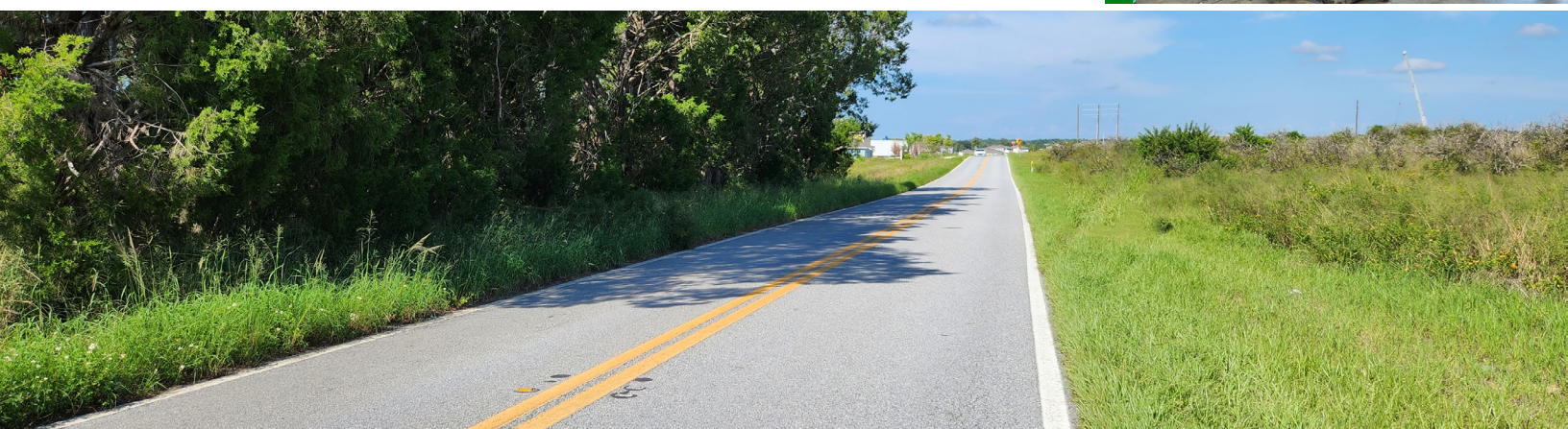
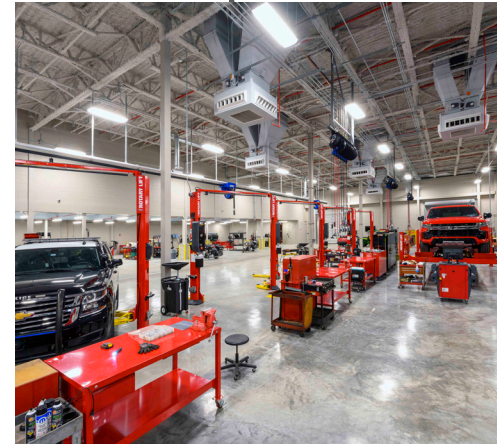
EXPERIENCE MATTERS

Our seasoned team members, including *David Wallis (Project Manager)* and *Jay Grabowski (Superintendent)*, bring a wealth of expertise from successful completions of similar public safety facilities. Their knowledge and "lessons learned" are invaluable assets for your New Emergency Operations Center.

FROM SELECTION TO SUCCESS

At Pirtle Construction Company, we are committed to achieving success on every project right from the moment of selection. Our approach to the City of Haines City Emergency Operations Center begins with a meticulous examination of the project site, enabling us to initiate construction preparations promptly. This project is situated in Davenport, positioned directly to the west of Advent Health Hospital on SR 27 and Park Place Blvd. The property boasts frontage along Park Place, with a convenient access road extending southward onto Masse Road. To the west of the property, there is a neighboring development, but a lush buffer of trees effectively separates the two.

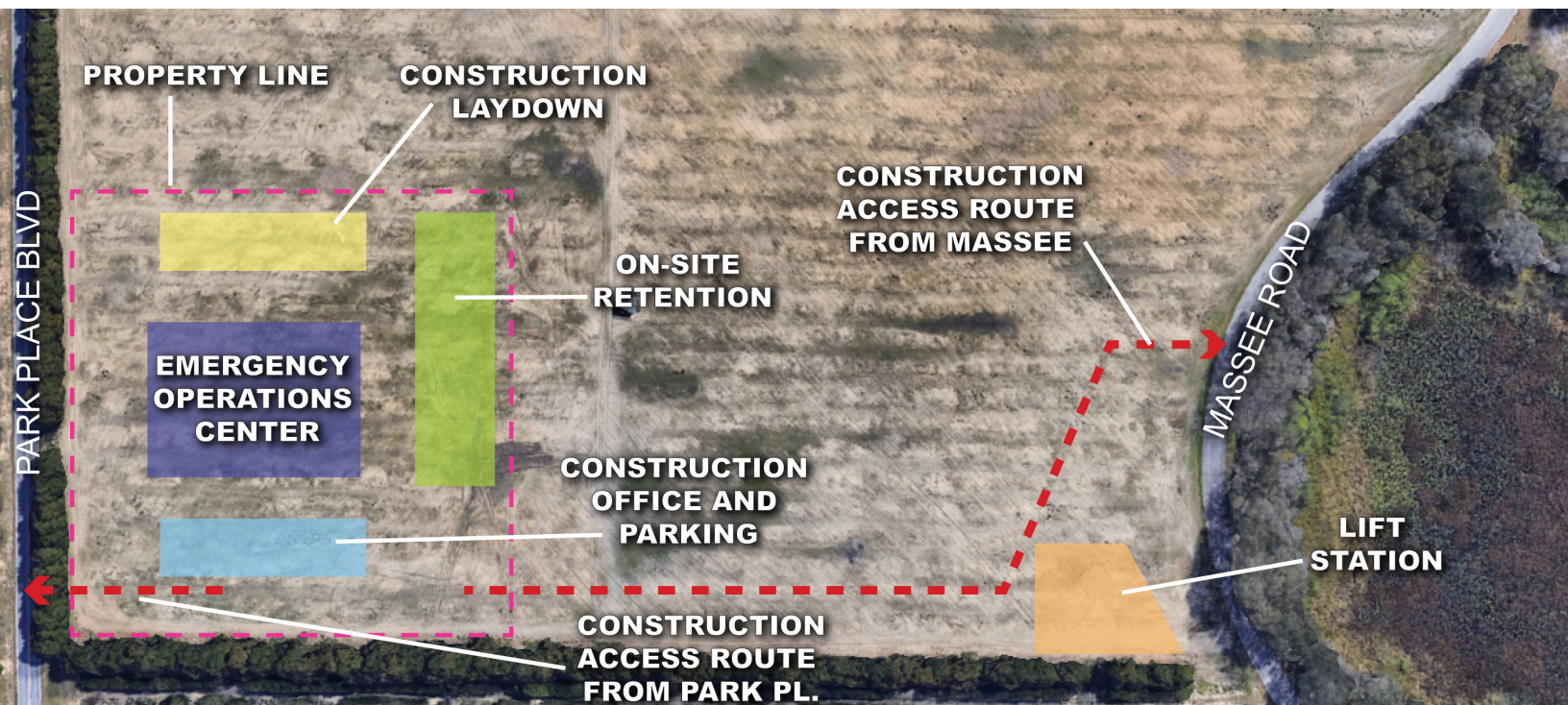
Effectively managing construction traffic to ensure seamless access from Park Place is paramount, as we aim to prevent any interference with the evolving neighborhood along FDC Grove Road. Additionally, we are mindful of the existing traffic congestion on SR 27, and although this project, while of moderate size, will contribute to the area's growth, we are committed to minimizing its impact. Despite the notable elevation change from north to south on the property, we are pleased to report that the building's footprint remains unaffected by the steep drop towards Masse Road. To address this, we will collaborate closely with Alex Busto of Gator Sketch and his team to expertly grade the rear access, aligning it harmoniously with the plans for the future parcels to the south and east of this project's footprint.



APPROACH TO THE PROJECT

BUILT TO LAST

We will collaborate closely with our team to explore cutting-edge technologies, ensuring the utilization of the most cost-effective materials. Recognizing the dynamic nature of the industry's material landscape is not only crucial for devising efficient design concepts but also for facilitating timely project delivery. In projects of this magnitude, the efficient management of early procurement and contract awards is imperative. While certain equipment, such as HVAC and electrical gear, will have extended lead times, we are keenly aware of the time required for constructing the building shell and completing the rough-in phase. Consequently, we will make provisions for temporary humidity control, safeguarding against potential disruptions in the industry's supply chain that could jeopardize our just-in-time construction approach. Our commitment extends to meticulous tracking of equipment and gear to ensure that upon arrival, the project is fully prepared for immediate installation. At Pirtle, we maintain stringent quality control standards, guaranteeing that the facility is constructed to withstand the test of time.



SITE UTILITIES

- Although major utility infrastructure is in place along SR 27 and FDC Grove Road, major infrastructure is not in place along Park Place or Massee.
- Although Sanitary is in place at the hospital site on the east and the housing communities on the west. Provisions need to be made to access those utilities. A lift station is planned closer to Massee.
- Understanding that stormwater management is something the county is working to improve, on-site retention is planned for this project. Considering the site is elevated close to 10' on the north side, it is safe to assume a dry retention pond will satisfy the needs of this parcel.
- Similar to sanitary, potable water is on both east and west main corridors. Water service needs to be planned for the project.



APPROACH TO THE PROJECT

PRE-CONSTRUCTION

Our Pre-construction Team will be involved from the day of selection to provide input in the design phase and provide constructability input. In conjunction with the City, Design Team, and the user groups, Pirtle Construction Company will work to understand the expectations of each party and the constraints of the site, as noted in the previous section. We will continue our efforts to review the existing utilities of the site via the use of as-built drawings and in person site reviews to compare that to the proposed utility plans provided by the Design Team to identify and resolve conflicts, and routing of utilities to provide the most efficient, cost effective systems for the EOC. In this manner, we will identify and resolve issues during the Design Phase of the project, which will in turn result in minimizing unforeseen conditions, and ultimately result in minimizing scope and cost creep throughout the project.

EARLY INVOLVEMENT– It is important for the Construction Manager to be engaged immediately with the project team to provide design, pricing, and constructability input. With today's construction market the project cannot afford the time for the design team to re-design any part of the project. The input from the Construction Manager early in pre-construction must be quick, accurate and precise so the project team is empowered to make the right decisions the first time and for the design to be completed correctly the first time as well.

BUDGET CONTROL– Our Team will prepare budgets for each of the deliverable phases of preconstruction for the project to assist in the decision making process for City of Haines City and the Design Team. Pirtle's experience with similar projects gives us the knowledge base in preconstruction to properly capture the project budget into the future.

VALUE ENGINEERING– In order to offer options and maintain cost control, our team will offer value engineering ideas so that City of Haines City and its stakeholders may make decisions about the best and most effective expenditures of the budget prior to construction.

SUBCONTRACTOR PREQUALIFICATION– We will work with our vast pool of prequalified subcontractors to ensure that we have participation from subcontractors that are right sized and meet the needs for this project. Pirtle will specifically

involve local subcontractors from City of Haines City in this effort. Each estimate in Preconstruction will include detailed Pirtle pricing along with subcontractor input for optimum accuracy. In our past experience, we have proven our bidding by showing a less than 3% difference in GMP from the last estimate that was provided.

CONSTRUCTION

QUALITY CONTROL– Our project teams are dedicated to quality control, and during the process their dedication to a project that conforms to the plans, specifications, and building codes is the focus of their daily operations, inspections, and record keeping. Full size mock-ups will be built on site for the review and approval of the City and Architect prior to any finishes being installed on the exterior of the building. Window testing, air testing and all other threshold inspections will be thoroughly conducted to ensure a sealed envelope.

SCHEDULING– At Pirtle, we build detailed schedules in-house using Primavera P6. Along with the CPM schedule, we prepare 4-week look ahead schedules which are prepared using inputs from the Project Manager and the Superintendent. They use these schedules to manage short-term milestones on site. This has proven to be an extremely helpful tool for us to hold ourselves and the subcontractors accountable to the deadlines.



APPROACH TO THE PROJECT



OWNER/ARCHITECT/CONSTRUCTION MANAGER

PROGRESS MEETINGS- In our experience building multiple Public Safety facilities, we realize that a specific and formal communications plan for all stakeholders is imperative to the ultimate success of the project. We will conduct weekly OAC meetings at the jobsite Trailer to update the project team on Construction activities. During these meetings standardized communication tools of Meeting Minutes, RFI Logs, Submittal Logs, Contingency and Allowance Logs will be reviewed to ensure accuracy, quality control, and timely communication for the benefit of the schedule and budget of the project.

BIM SOFTWARE- BIM, used in all construction phases at Pirtle Construction Company, starts with a digital model of the building's physical and functional features. This 3D model reduces rework by showing how elements fit together and employs cloud point scanning for existing conditions. It also streamlines schedules, generates renderings, and ensures user-friendly layouts and safety. Our BIM process detects and resolves conflicts, preventing unforeseen issues during the project.

INFORMATION MANAGEMENT- To effectively manage construction projects, a Construction Manager must handle and share project-specific data efficiently. Adapting to new technologies is essential for any construction management firm. At Pirtle, we utilize cutting-edge computer hardware, software, and systems, including CMiC construction software. CMiC seamlessly integrates accounting with project management for real-time data sharing. We also employ MC2 and On-Screen Takeoff for accurate estimating and ISqFt for subcontractor communication. Our project management relies on CMiC and Microsoft Office Professional for daily coordination.

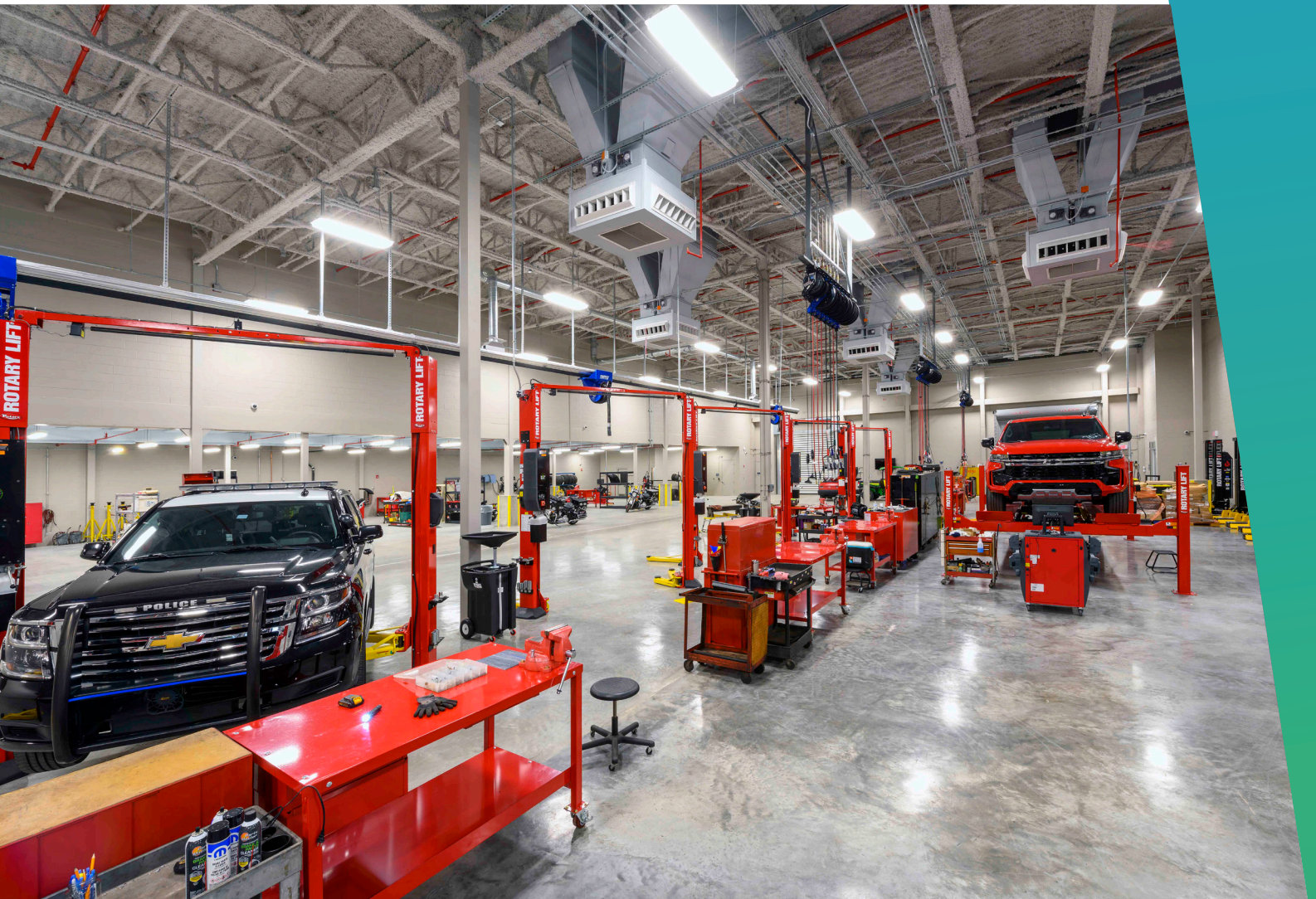


DIRECT PURCHASE & SALES TAX SAVINGS- Pirtle is an expert at managing construction projects for governmental entities as 95% of Pirtle's work is in the public sector. Therefore, the Pirtle project teams are all comprised of individuals that are experienced at working for government entities. Our firm works with City governments, County governments, School Districts and Higher Education facilities. Pirtle understands that the City of Haines City will have various administrative and reporting requirements and our staff will adapt very quickly based on experience working with other City governments. One specific example where Pirtle has substantial experience from working with government entities is the Direct Purchase Order (DPO) program that will provide substantial sales tax savings for the City of Haines City. Pirtle's project management team will not only manage the entire program but we will maximize the most savings for the City.

\$28M
SAVED IN SALES
TAX SINCE 2010

TAB 3


EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES




Proven Team

The project oversight for this project will be filled by our Project Executive, **Jason Kracunas**, who will be your single point of contact. We have structured our team to be responsive in minutes/hours as opposed to days/weeks. Our staffing plan is flexible and allows us to be responsive. Pirtle Construction Company can grow our team based on the size/complexity and location of assignments while always retaining the single point of contact structure that has proven to work.


During the pre-construction phase of the project, **Scott Larson**, Pre-Construction Manager will manage and coordinate all pre-construction and estimating efforts. Scott has extensive experience working on projects like Hollywood Fire Rescue and Beach Safety Complex, City of Coral Springs Public Safety and Public Works, and more. Once the project enters into the construction phase, this position will be filled by our Project Manager, **David Wallis** who will manage the project. Working alongside David will be **Jay Grabowski**, our Project Superintendent. Jay is Pirtle’s most experienced municipal Superintendent and has worked on most of our public safety projects, including Police Departments, Emergency Operation Centers, and Fire Stations. This team’s experience is essential to your project’s success.



MUNICIPAL FOCUS



TILT PANEL EXPERTS



PUBLIC SAFETY PROJECT PROFESSIONALS



EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



RICHARD RODRIGUEZ

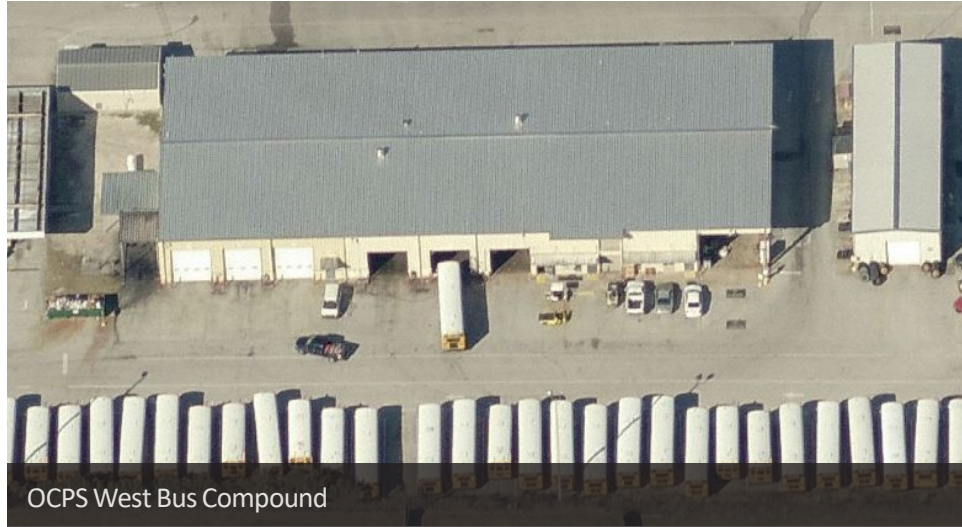
Vice President, LEED AP, BD+C

Years with Pirtle: **8**

Years with other Firms: **25**

Percentage assigned to project: **15%**

As the Vice President, Richard is responsible for overseeing the teams' administration of all contractual requirements for all of the Central Florida projects. Richard will ensure the complete and satisfactory execution of the project by establishing and maintaining relationships with the owner, design professionals, key team members and user groups.



OCPS West Bus Compound

- **Education:** Manhattan Technical, Bachelors in Architectural Design / Mercy College, Degree in Building Management
- **Active Registrations/Certifications:** OSHA Certified, LEED AP, Florida Storm-water Management Inspector, USAF Hazardous Material Registration
- **Other Qualifications:** US Veteran, USGBC Member

RELEVANT PROJECTS:

- OCPS West Bus Compound New Ancillary Project, Orlando, FL
New Construction | 20 acres | \$20,800,000
- UCF Trevor Colbourn Hall, Orlando, FL
New Construction | 136,786 SF | \$31,431,226 | **LEED GOLD**
- UCF Recreation & Wellness Center, Orlando, FL
New Construction | 66,000 SF | \$13,200,000
- South Pointe Elementary School, Winter Haven, FL
New Construction | 126,847 SF | \$47,954,994
- Valencia College Center for Accelerated Training, Orlando, FL
New Construction | 85,000 SF | \$21,500,000



UCF Trevor Colbourn Hall



UCF Recreation & Wellness Center

Richard has served as Vice-President for all the projects mentioned above.

EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



JASON KRACUNAS

Project Executive

Years with Pirtle: **6**

Years with other Firms: **10**

Percentage assigned to project: **35%**

As Project Executive, Jason is responsible for overseeing all contractual requirements for the project, as well as the maintenance of the budget and schedule. Jason will ensure the complete and satisfactory execution of the project by establishing and maintaining relationships with the Owner, design professionals, subcontractors, building officials and the local community.



- Education: University of North Florida, Bachelors in Business Management
- Active Registrations/Certifications: OSHA Certified
- Other Qualifications: USGBC Member

RELEVANT PROJECTS:



- OCPS West Bus Compound New Ancillary Project, Orlando, FL
New Construction | 20 acres | \$20,800,00



- UCF Trevor Colbourn Hall, Orlando, FL
New Construction | 136,786 SF | \$31,374,867 | **LEED GOLD**



- Lake Buena Vista (80-H) High School, Orlando, FL
New Construction | 350,000 SF | \$95,607,634



- South Pointe Elementary School, Winter Haven, FL
New Construction | 126,847 SF | \$47,954,994



- Gateway High School, Kissimmee, FL
New Construction & Renovations | 295,490 SF | \$80,907,488



- UCF Biological Sciences Building, Orlando, FL
New Construction | 116,607 SF | \$4,033,680



UCF Trevor Colbourn Hall



Lake Buena Vista High School

Jason has served as Project Executive for all the projects mentioned above.

EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



DAVID WALLIS

Project Manager

Years with Pirtle: **1**

Years with other Firms: **43**

Percentage assigned to project: **100%**

As Project Manager David is experienced in commercial and residential engineering and construction. He has extensive experience in construction management and has worked in diverse environments including, education, residential, industrial, commercial, governmental, and municipal. He also has worked on Design-Build projects as well as with LEED Green accreditation.



- **Education:** Spring Garden College, Bachelors in Civil Engineering and Construction; American Concrete Institute, Certified Tilt-Up Concrete Construction Technician

- **Active Registrations/Certifications:** Green Advantage Environmental (Commercial), Primavera Scheduling, Contractor Training

RELEVANT PROJECTS:

- OCPS West Bus Compound New Ancillary Project, Orlando, FL
New Construction | 20 acres | \$20,800,00
- Gateway High School, Kissimmee, FL
New Construction & Renovation | 295,490 SF | \$80,907,488
- Curtis Institute of Music, Philadelphia, PA
New Construction & Addition | 106,000 SF | \$65,000,000 | **LEED GOLD**
- Xand Data Center Expansion, Valley Forge, PA
New Construction & Addition | 18,000 SF | \$14,500,000
- Garnet Valley High School, Glen Mills, PA
Addition & Renovation | 220,000 SF | \$22,000,000
- Welsh Valley Middle School, Narbeth, PA
Addition & Renovation | 180,000 SF | \$16,000,000



Gateway High School



Curtis Institute of Music

David has served as Project Manager for all the projects mentioned above.

EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



JAY GRABOWSKI

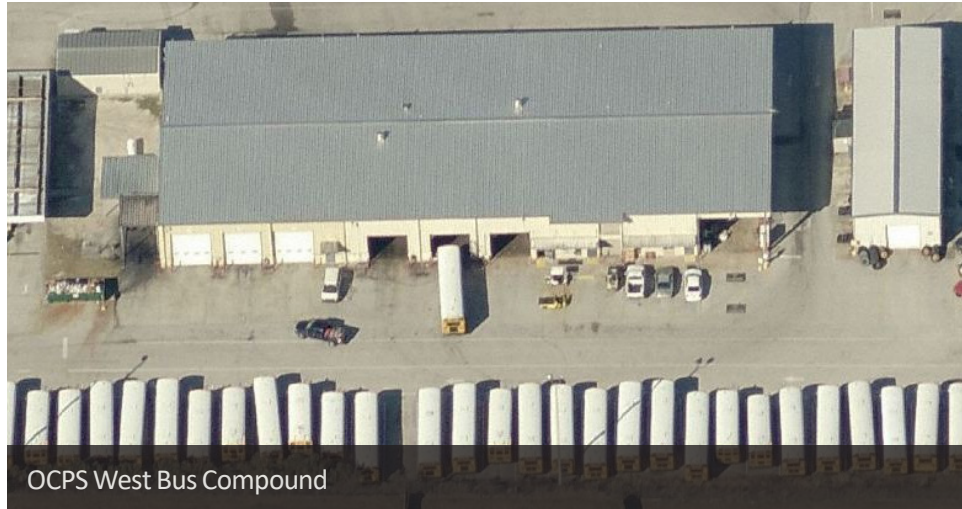
Superintendent

Years with Pirtle: **34**

Years with other Firms: **16**

Percentage assigned to project: **100%**

As Superintendent, Jay will use his skills and abilities to ensure the highest level of safety and project supervision, including generating all information needed to create, monitor, and modify the progress schedule on a continuing basis. Jay also has experience supervising the construction of LEED Certified projects.



OCPS West Bus Compound

- Education: Carpenter Apprenticeship School

- Active Registrations/Certifications: OSHA Certified, FL Certified General Contractor

RELEVANT PROJECTS:

- OCPS West Bus Compound New Ancillary Project, Orlando, FL
New Construction | 20 acres | \$20,800,00
- City of Coral Springs Public Safety & Public Works Campus, Coral Springs, FL
New Construction | 80,000 SF | \$25,840,529,000
- City of Miramar Police Headquarters, Miramar, FL
New Construction | 80,000 SF | \$23,118,914 | **LEED GOLD**
- City of Coral Springs Public Safety Complex & EOC, Coral Springs, FL
New Construction | 13,464 SF | \$14,120,036 | **LEED GOLD**
- PBSO Evidence & Impound Facility, West Palm Beach, FL
New Construction | 50,000 SF | \$13,000,000 | **LEED SILVER**
- Broward Addiction Recovery Center, Fort Lauderdale, FL
New Construction | 52,000 SF | \$18,981,656 | **LEED GOLD**



City of Coral Springs Public Safety & Works Campus



City of Miramar Police Headquarters

Jay has served as Superintendent for all the projects mentioned above.

EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



SANTIAGO ESCOTO

Project Engineer

Years with Pirtle: **2**

Years with other Firms: **5**

Percentage assigned to project: **100%**

As Project Engineer, Santiago will oversee all engineering and technical systems on the project from analyzation to implementation to testing. He is responsible for quality control as well as management of subcontractors on your site. He will ensure your project meets its' milestones while staying on budget.



Brightline Train Station

- Education: University of Florida, Bachelors in Construction Management
- Active Registrations/Certifications: OSHA Certified, CPR and First Aid Certified

RELEVANT PROJECTS:

- Brightline Train Station, West Palm Beach, FL
New Construction | 60,000 SF | \$25,000,000
- OCPS West Bus Compound New Ancillary Project, Orlando, FL
New Construction | 20 acres | \$20,800,00
- Gateway High School, Kissimmee, FL
New Construction & Renovation | 295,490 SF | \$80,907,488
- UCF Biological Sciences Building Phase I, Orlando, FL
New Construction | 116,607 SF | \$4,033,680
- Canoe Creek K-8 Academy, St. Cloud, FL
New Construction | 29,4411 SF | \$25,917,959
- Colonial High School Auditorium, Orlando, FL
New Construction | 37,000 SF | \$9,600,000
- Timber Creek High School, Orlando, FL
New Construction | \$8,800,000



Gateway High School



UCF Biological Sciences Building

Santiago has served as Project Engineer for all the projects mentioned above.

EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



SCOTT LARSON
Pre-Construction Manager

Years with Pirtle: **5**
 Years with other Firms: **23**
 Percentage assigned to project: **50%**

As Pre-construction Manager, Scott is responsible for pre-construction management, construction budget analysis, cost estimating, competitive bid analysis, general conditions/ schedule analysis, and subcontractors. Scott’s knowledge of the subcontractor market and current pricing trends will provide added value to your project.



OCPS West Bus Compound

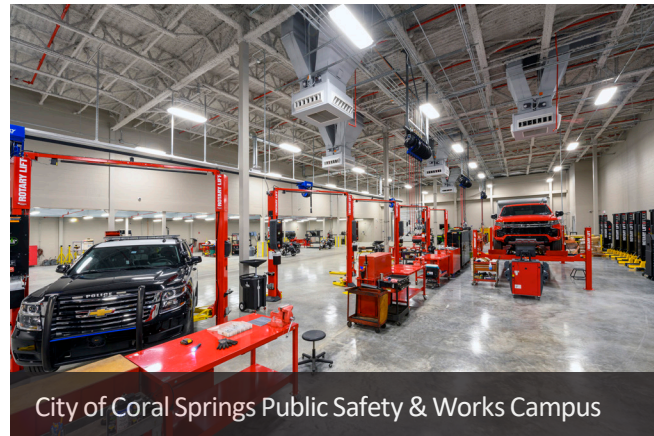
- **Education:** Washington State University, Bachelors in Mechanical Engineering
- **Active Registrations/Certifications:** OSHA Certified, LEED AP, Engineer in Training (EIT)
- **Other Qualifications:** US Veteran

RELEVANT PROJECTS:

- OCPS West Bus Compound New Ancillary Project, Orlando, FL
New Construction | 20 acres | \$20,800,00
- City of Coral Springs Public Safety & Public Works Campus, Coral Springs, FL
New Construction | 80,000 SF | \$25,840,529,000
- Hollywood Fire Rescue & Beach Safety Complex, Hollywood, FL
New Construction | 41,600 SF | \$7,700,000 | **LEED SILVER**
- PBCSO Forensic Sciences & Technology Facility, West Palm Beach, FL
New Construction | 88,000 SF | \$26,676,286
- Broward Addiction Recovery Center, Fort Lauderdale, FL
New Construction | 52,000 SF | \$18,981,656 | **LEED GOLD**



Scott has served as Pre-Construction Manager for all the projects mentioned above.



City of Coral Springs Public Safety & Works Campus



Hollywood Fire Rescue & Beach Safety Complex

EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



MATT SWIERINGA

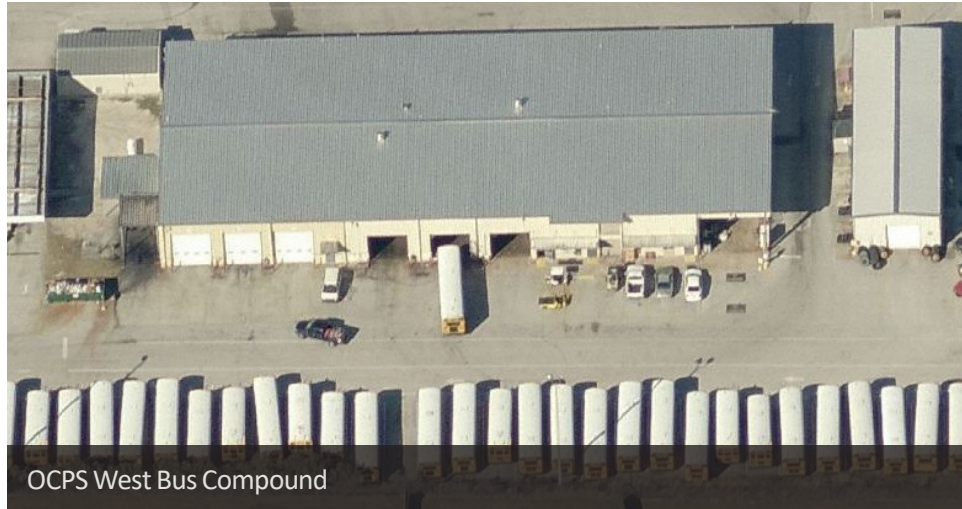
Pre-Construction Manager

Years with Pirtle: **5**

Years with other Firms: **11**

Percentage assigned to project: **50%**

As Pre-Construction Manager, Matt is responsible for pre-construction management, construction budget analysis, cost estimating, competitive bid analysis, general conditions/schedule analysis, and subcontractor procurement. Matt's strong construction cost analysis and profitability assurance will provide added value to your project.



OCPS West Bus Compound

- **Education:** John Hopkins Carey School of Business, Bachelors in Business Management, Minor in Civil Engineering

- **Active Registrations/Certifications:** OSHA Certified

RELEVANT PROJECTS:

- OCPS West Bus Compound New Ancillary Project, Orlando, FL
New Construction | 20 acres | \$20,800,00
- Broward Addiction Recovery Center, Fort Lauderdale, FL
New Construction | 52,000 SF | \$18,981,656 | **LEED GOLD**
- Broward County Judicial Complex, Fort Lauderdale, FL
Renovations | 64,000 SF | \$10,204,904 | **LEED GOLD**
- City of Coral Springs Public Safety & Public Works Campus, Coral Springs, FL
New Construction | 80,000 SF | \$25,840,529,000
- PBCSO Forensic Sciences & Technology Facility, West Palm Beach, FL
New Construction | 88,000 SF | \$26,676,286
- Nancy J. Cotterman Center, Fort Lauderdale, FL
New Construction | 29,441 SF | \$15,000,000 | **LEED GOLD**



Broward Addiction Recovery Center



Broward County Judicial Complex

Matt has served as Pre-Construction Manager for all the projects mentioned above.

EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



MARY DEVEREAUX

Pre-Construction Coordinator

Years with Pirtle: **28**

Years with other Firms: **0**

Percentage assigned to project: **50%**

As Pre-Construction Coordinator, Mary is responsible for providing administrative support on a daily basis to the Estimating department. She assists with obtaining competitive bids from subcontractors and maintaining a database of pre-qualified subcontractors and vendors.



OCPS West Bus Compound

- Education: Broward College, Associates in Business Administration

- Active Registrations/Certifications: OSHA Certified, FL Certified General Contractor

RELEVANT PROJECTS:

- OCPS West Bus Compound New Ancillary Project, Orlando, FL
New Construction | 20 acres | \$20,800,00
- City of Coral Springs Public Safety & Public Works Campus, Coral Springs, FL
New Construction | 80,000 SF | \$25,840,529,000
- City of Miramar Police Headquarters, Miramar, FL
New Construction | 80,000 SF | \$23,118,914 | **LEED GOLD**
- City of Coral Springs Public Safety Complex & EOC, Coral Springs, FL
New Construction | 13,464 SF | \$2,596,505 | **LEED GOLD**
- College of Policing & Homeland Security, Miami, FL
New Construction | 110,000 SF | \$35,400,000
- Broward Addiction Recovery Center, Fort Lauderdale, FL
New Construction | 52,000 SF | \$18,981,656 | **LEED GOLD**



City of Coral Springs Public Safety & Works Campus



City of Miramar Police Headquarters

Mary has served as Pre-Construction Coordinator for all the projects mentioned

EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



ABNER DIAZ

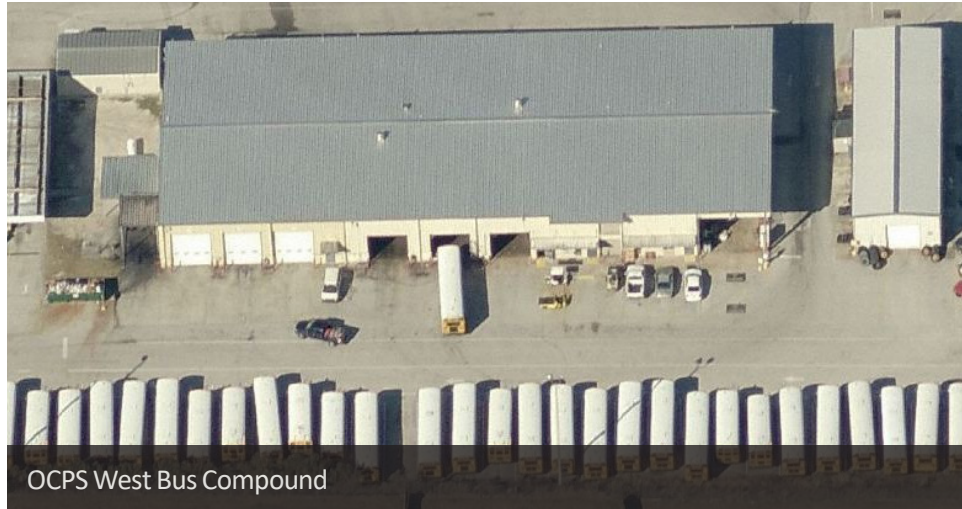
VDC/BIM Manager

Years with Pirtle: **3**

Years with other Firms: **10**

Percentage assigned to project: **35%**

Abner is Pirtle’s in-house VDC/BIM Manager. She is tasked with using the latest technology in our construction efforts. Abner introduces our VDC/BIM approach by engaging the entire project team in a collaborative modeling process. Our VDC/BIM services provide our clients with schematic renderings, phasing coordination, virtual constructability analysis, clash coordination, design, and engineering.



OCPS West Bus Compound

• Education: Central University of Venezuela, Bachelors in Architecture

• Active Registrations/Certifications: OSHA Certified, Revit, AutoCAD 2D & 3D, Arts Institute of Venezuela, BIM Certified

RELEVANT PROJECTS:

- OCPS West Bus Compound New Ancillary Project, Orlando, FL
New Construction | 20 acres | \$20,800,00
- Broward Addiction Recovery Center, Fort Lauderdale, FL
New Construction | 52,000 SF | \$18,981,656 | **LEED GOLD**
- Nancy J. Cotterman Center, Fort Lauderdale, FL
New Construction | 29,411 SF | \$15,000,000 | **LEED GOLD**
- Broward County Judicial Complex, Fort Lauderdale, FL
Renovations | 64,000 SF | \$10,204,904 | **LEED GOLD**
- Miami-Dade College Homestead Campus Success Center, Homestead, FL
New Construction | 41,685 SF | \$26,303,589 | **LEED SILVER**
- Dr. Joaquin Garcia High School, Lake Worth, FL
New Construction | 285,000 SF | \$76,785,226



Broward Addiction Recovery Center



Nancy J. Cotterman Center

Abner has served as VDM/BIM Manager for all the projects mentioned above.

CORAL SPRINGS PUBLIC SAFETY & PUBLIC WORKS CAMPUS

CORAL SPRINGS, FL



PUBLIC SAFETY PROJECT

MUNICIPAL PROJECT

TILT PANEL CONSTRUCTION

Role: Construction Manager at Risk

Owner Information: City of Coral of Springs | John Norris | 9500 West Sample Road, Coral Springs, FL 33065 | (954) 344-5934

Project Completion: 3/2023

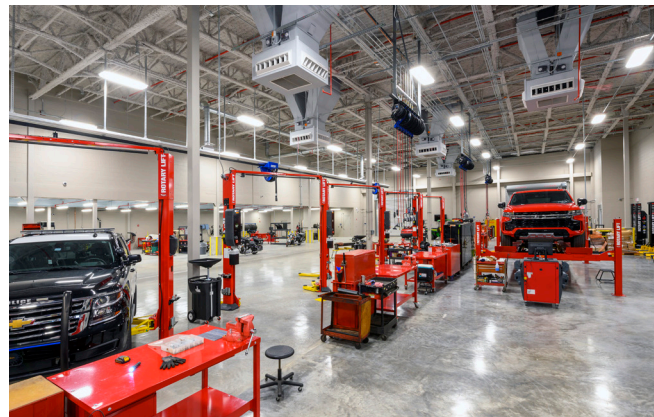
Project Size: 80,000 SF

Project Cost: \$25,840,529

Description: The City of Coral Springs Public Works Campus spans a 20-acre campus, rising 2 Stories over 80,000 SF. The scope of work included more than 50 administrative offices to house Fire Administration, The Fire Academy, City Clerk, Human Resources, multiple board rooms, commercial kitchen, temperature-controlled document storage, and commercial fleet facility outfitted to serve the entire Coral Springs Public Works Fleet.

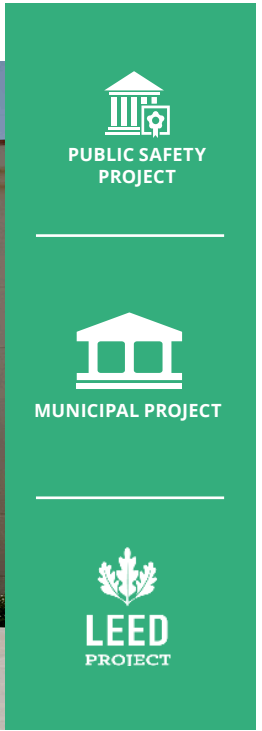
Key Professionals: Jacob Katz (Senior Vice President), Jose Roviroso (Project Manager), Andrew Botros (Project Engineer), Jay Grabowski (Superintendent)*, Scott Larson (Pre-Construction Manager)*, Matt Swieringa (Pre-Construction Manager)*, Mary Devereaux (Pre-Construction Coordinator)*

**assigned to your project*



PBG EMERGENCY OPERATIONS & COMMUNICATIONS CENTER

PALM BEACH GARDENS, FL



Role: Design Build

Owner Information: City of Palm Beach Gardens | Todd Engle | 10500 N. Military Trail, Palm Beach Gardens, FL 33410 | (561) 799-4197

Project Completion: 5/2011

Project Size: 11,017 SF

Project Cost: \$3,100,000

Description: The LEED Silver Emergency Operation and Communication Center for the City of Palm Beach Gardens was a Design/Build effort between Pirtle and SchenkelShultz. The facility serves as the nerve center for the city complex which houses the City’s Information Technology Division and Police Dispatch Center. This addition to the existing complex and improvement of the existing facility were designed to complement the adjacent City Hall and police station.

Key Professionals: Jacob Katz (Project Executive), Greg Wilburn (Superintendent), Scott Larson (Pre-Construction Manager)*, Matt Swieringa (Pre-Construction Manager)*, Mary Devereaux (Pre-Construction Coordinator)*


**assigned to your project*




EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

CITY OF MIRAMAR POLICE HEADQUARTERS & ADMINISTRATIVE COMPLEX


MIRAMAR, FL

PUBLIC SAFETY PROJECT



POLICE FACILITY



LEED PROJECT

Role: Design Build

Owner Information: City of Miramar | Luis Lopez | 2200 Civic Center Place, Miramar, FL 33025 | (954) 605-9324

Project Completion: 3/2016

Project Size: 79,891 SF

Project Cost: \$18,774,392

Description: The Miramar Police Headquarters Facility is a new state-of-the-art multi-story police station that is comprised of office spaces for the Police staff, community policing bureau, special operations, support services and patrol officers. There are also appropriate spaces for record keeping, conference rooms, detention area, community meeting room, gym, garage and other related facilities and has LEED Gold accreditation.

Key Professionals: Jose Rovirosa (Project Manager), Jay Grabowski (Superintendent)*, Scott Larson (Pre-Construction Manager)*, Matt Swieringa (Pre-Construction Manager)*, Mary Devereaux (Pre-Construction Coordinator)*

**assigned to your project*



EXPERIENCE & EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

CITY OF CORAL SPRINGS PUBLIC SAFETY COMPLEX & EOC

CORAL SPRINGS, FL



PUBLIC SAFETY PROJECT

MUNICIPAL PROJECT

OFFICE/ADMIN SPACES

Role: General Contractor

Owner Information: City of Coral Springs | Frank Babinec | 9500 West Sample Road, Coral Springs, FL 33065 | (954) 344-5934

Project Completion: 4/2011

Project Size: 75,832 SF

Project Cost: \$11,523,531

Description: This project included the expansion and renovation of the City of Coral Springs Central Public Safety Complex that currently houses the City’s central police and fire administration, dispatching, and the City’s 24-hour Emergency Operations Center (EOC) (which serves as the command center for Northwest Broward). The renovation to the existing Public Safety Building strengthened the building to meet current building code standards. The existing curtain wall system was replaced with new reinforced masonry construction and impact resistant glazing.

Key Professionals: Mike Geary (President), Jay Grabowski (Superintendent)*, Scott Larson (Pre-Construction Manager)*, Matt Swieringa (Pre-Construction Manager)*, Mary Devereaux (Pre-Construction Coordinator)*

**assigned to your project*



SOUTH POINTE ELEMENTARY SCHOOL

WINTER HAVEN, FL




PROJECT TEAM
EXPERIENCE


TILT PANEL
CONSTRUCTION


OFFICE/ADMIN
SPACES

Role: Construction Manager at Risk

Project Owner: School Board of Polk County | Angela Usher | 1915 South Floral Ave., Bartow, FL 33831 | (863) 534-0620

Project Completion: 8/2023

Project Size: 126,847 SF

Project Cost: \$47,954,994

Description: The project consists of a new elementary school with the school assembly area designed as an EHPA for emergency use. This multi-story prototype school building is approximately 126,847 SF with the following spaces: classrooms, skills/resource labs, art, music, administration, kitchen, a dining/multi-purpose room, a media center, and support spaces. Outdoor amenities include a new pavilion, offices, facilities, storage, multi-purpose fields, hard courts, playgrounds, new parking areas, a parent loop, a bus loop, play amenities, exterior walkways and canopies, underground utilities, a storm water drainage system, landscaping, irrigation, and site lighting.

Key Professionals: Richard Rodriguez (Vice President)*, Jason Kracunas (Project Executive), Scott Larson (Pre-Construction Manager)*, Matt Swieringa (Pre-Construction Manager)*, Mary Devereaux (Pre-Construction Coordinator)*, Abner Diaz (VDC/BIM Manager)*

**assigned to your project*



CITY OF MIAMI BEACH PROPERTY MANAGEMENT FACILITY

MIAMI, FL








Role: Construction Manager at Risk

Owner Information: City of Miami Beach | Humberto Cabanas | 1700 Convention Center Drive, Miami Beach, FL 33139 | (305) 673-7071

Project Completion: 10/2015

Project Size: 24,000 SF

Project Cost: \$4,700,000

Description: This project, designed by Wolfberg Alvarez & Partners, included the demolition of the City’s existing facility and construction of a new 24,000 square foot building. The new building houses administrative offices, parts inventory warehouse, storage spaces, locker rooms, loading areas, and workshops for carpentry, electrical, HVAC, and plumbing.

Key Professionals: Mike Geary (President), Jay Grabowski (Superintendent)*, Scott Larson (Pre-Construction Manager)*, Matt Swieringa (Pre-Construction Manager)*, Mary Devereaux (Pre-Construction Coordinator)*

**assigned to your project*



SCHOOL DISTRICT OF INDIAN RIVER ADMIN. COMPLEX

VERO BEACH, FL



OFFICE/ADMIN SPACES



MUNICIPAL PROJECT



TILT PANEL CONSTRUCTION

Role: Construction Manager at Risk

Owner Information: School District of Indian River County | Nicholas Westenberger | 6055 57th Street, Vero Beach, FL 32967 | (772) 564-5016

Project Completion: 12/2015

Project Size: 35,000 SF

Project Cost: \$7,245,173

Description: This building is a two-story tilt-up concrete structure located on a greenfield site. The site is located near the School District's Support Services Complex and Storm Grove Middle School. The new administration building houses the core offices for the school district including the Superintendent, Board Members and Assistant Superintendents.

Key Professionals: Mike Geary (President), Jacob Katz (Senior Vice President), Miles Willson (Safety Director)*

**assigned to your project*



TAB 4

SCHEDULING AND COST CONTROL

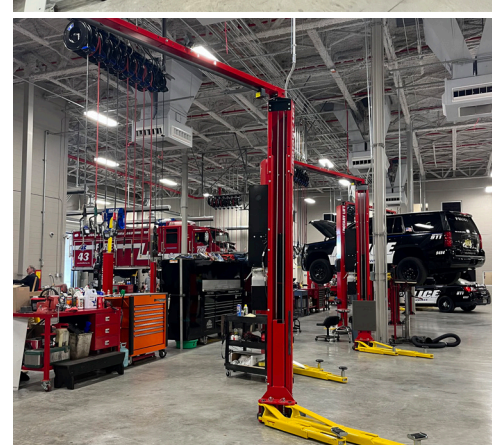


SCHEDULING AND COST CONTROL

COMPUTER-GENERATED SCHEDULES- At Pirtle, we build detailed schedules in-house using Primavera P6. Along with the CPM schedule, we prepare 4 week look-ahead schedules which are prepared using inputs from the Project Manager and the Superintendent. This 4 week look-ahead schedule is a part of our subcontractor weekly meetings to give keep the team focused on the immediate shorterterm milestones and deadlines. This has proven to be an extremely helpful tool for us to hold ourselves and the subcontractors accountable to the deadlines. Project scheduling is performed in-house and will be the responsibility of our Project Manager. Implementation of the look ahead schedule during construction will be the responsibility of our Superintendent with updates completed by our Project Manager. Many of our projects are on extremely tight schedules and we employ many methods in order to meet those aggressive schedules. Our experience with getting a quick start through an early release package, building quickly and efficiently, as well as ensuring a timely commissioning and project close-out takes uncertainty out of meeting your deadline. We can also buy materials in advance which can help us gain costs savings, especially on materials where the price is rising daily. This may provide a benefit to designers and architects who now know exactly what they have to work with and can design with those specific materials in mind thereby expediting the schedule. Another way we can expedite the schedule is once the building envelope is up and the building is water tight, we divide the inside of the building into phases and put multiple crews on each phase.

MEANS AND METHODS- As there are hundreds of activities within an new building project, it is important to establish realistic durations and ensure that each one is met. All activities are restricted to ten (10) work days (with the exception of fabrication and delivery items) and assigned special codes, which are used to easily sort and identify each aspect of the project, including individuals and firms responsible for their execution. When trade interface becomes critical, short term look-ahead schedules are generated to clearly delineate who is doing what and the time frames allowed. For example, roofing work is generally done on a look-ahead schedule because there can be up to ten trades involved in completing a roof successfully. Critical long-lead materials and equipment items are highlighted on the schedule to track procurement and delivery to site. The timeline will include a detailed submittal review period for all shop drawings and submittal data for items such as rebar, structural steel, hollow metal door frames, elevator equipment, windows and doors, truss shop drawings, metal roofing products, mechanical equipment, fire sprinkler shop drawings and casework.

PROJECT SCHEDULING AND COORDINATION OF SUBCONTRACTORS- The creation of a realistic construction schedule is important to the success of the project so that all parties stay on task and understand deliverable and review expectations. Responsible time allocations for these events is key since the time to evaluate design and budgets must also be connected with an appropriate ability to discuss and evaluate Value Engineering Ideas and adjust the design according to decisions made. As a part of the construction effort, and along with our Operations team, our internal schedulers will also develop a comprehensive, multi-task critical path construction schedule. Drawing upon our vast experience with similar projects and building systems/structures and input from our selected subcontractor partners.



SCHEDULING AND COST CONTROL

METHOD FOR HOLDING PROJECTS WITHIN BUDGET - To ensure that we deliver the desired project within budget, we must accurately identify the anticipated cost of the project at the time that we become part of the team, preferably in the initial design phase, and maintain control of the cost throughout the design and construction phases. To accomplish this, we begin by working with the owner and design team to acquire as much information as possible about the project to develop an initial estimate of probable cost. Our Estimating Department is responsible for developing cost and budgetary control methods, including the preparation of value engineering studies and bid packages. Our take-off and pricing for projects are accomplished with the assistance of state-of-the-art computer software which allows us to organize pricing for the best results analysis. This type of organization expedites the estimation process for analysis of design alternatives and value engineering options. To confirm the accuracy of our in-house estimating, we also gather preliminary pricing from pre-approved subcontractors who have an interest in bidding on the proposed project. Utilizing these systems has allowed us to eliminate any surprises to the project upon presentation of the final project cost.

ADHERENCE TO GMPs			
PROJECT NAME	ORIGINAL GMP	FINAL GMP	SAVINGS
Coral Springs Public Safety & Public Works	\$25,546,680	\$22,729,044	\$2,817,636
City of Miramar Police Headquarters	\$23,278,279	\$19,004,842	\$4,273,437
Palm Beach Gardens High School	\$86,553,602	\$86,134,522	\$419,080
John I. Leonard High School	\$58,183,338	\$57,796,587	\$386,751
City of Miami College of Policing	\$35,404,272	\$35,400,000	\$4,272
City of Miami Beach Property Management	\$4,934,542	\$4,881,542	\$53,000
Seminole Ridge Community High School	\$47,094,627	\$46,274,825	\$819,802
Galaxy Elementary School	\$22,808,550	\$22,399,531	\$409,019

EXAMPLES OF RECENT BUDGET SUCCESSES

DENN JOHN MIDDLE SCHOOL- The construction/renovation at Denn John Middle School presented challenges due to multiple phases and the need to work on an active campus without disrupting school operations. Pirtle’s tailored approach, based on their experience and philosophy, focused on creating separation between construction activities and the school. By utilizing portable classrooms and gaining early access to building 200, Pirtle was able to consolidate the completion of multiple buildings into one phase, finishing four months ahead of schedule. This allowed for a smoother transition of the school into the renovated buildings. Pirtle maintained an aggressive schedule and used the Primavera schedule to communicate progress and address any subcontractor delays.

HICKORY TREE ELEMENTARY SCHOOL - The addition at Hickory Tree Elementary School posed challenges due to the long fabrication and delivery time of the metal building structure. This resulted in a delayed start for the project. Additionally, the installation of larger foundations for metal buildings took longer compared to conventional concrete and masonry buildings. To address this, Pirtle implemented an aggressive schedule for the latter half of the project, establishing shorter durations for activities and communicating this approach through the Primavera schedule. Pirtle also identified any subcontractor delays to ensure progress was maintained.

WEDGEFIELD K-8 - Project schedules serve as a roadmap for achieving project goals, requiring close coordination with school staff for specific activities. Although the Wedgefield project was not on an occupied campus, its schedule was linked to multiple projects in the district. Ensuring availability of essential services like IT and supporting departments was crucial to our approach. The 140,000 SF building was completed in 14 months, with close monitoring of critical path items from the beginning. Start and completion dates for each phase were tracked, maintaining flexibility in case of unexpected issues. A forest fire incident occurred on April 10, 2016, surrounding the project but not causing damage to the school. However, the exterior portions of the project were affected. Thanks to our diligent schedule management, we were able to schedule repairs without impacting the overall project completion.



SCHEDULING AND COST CONTROL

COST CONTROL FOR ITEMS OUTSIDE OF THE “COST OF THE WORK”- Managing a construction project effectively requires meticulous attention to detail and a comprehensive approach to cost control. Beyond the “cost of the work,” which encompasses direct construction costs such as materials, labor, and equipment, there are several other categories of fees that need careful management. In this narrative, Pirtle will outline our approach to controlling costs for items outside the “cost of the work” on the Haines City EOC.

PRECONSTRUCTION PHASE SERVICES- Preconstruction phase services play a critical role in shaping the project’s success. These services involve activities such as feasibility studies, cost estimating, and value engineering. The fee for preconstruction services is typically calculated as a percentage of the project’s estimated construction cost. This percentage can range around 1% of the construction cost or less depending on the level of service.

Our Approach:

- We believe in early engagement with stakeholders to understand project goals and constraints thoroughly.
- We implement rigorous value engineering and cost estimating processes to ensure that the project remains within budget.
- We will maintain transparent communication channel with Haines City to provide regular updates on cost estimates and potential cost-saving opportunities.
- Throughout the preconstruction phase, we closely monitor and control expenses to prevent overruns.

GENERAL CONDITIONS- General conditions encompass various project-related costs not directly tied to construction but necessary for the project’s execution. These include site management, safety measures, temporary facilities, and security. The fee for general conditions is typically calculated as a percentage of the total construction cost and can range from 7% to 10%.

Our Approach:

- We prepare a comprehensive general conditions budget that includes all necessary site-specific expenses.
- We regularly review and update this budget throughout the project’s lifecycle to account for any changes or unforeseen circumstances.
- We emphasize safety and quality control measures

to minimize potential disruptions and associated costs.

CM FEE (CONSTRUCTION MANAGEMENT FEE)- The CM fee is the compensation for construction management services. This fee typically ranges from 6% to 7% of the construction cost, depending on the scope and complexity of the project.

Our Approach:

- We align our construction management fee structure with the specific requirements and complexities of the project.
- Our experienced construction managers employ efficient project management methodologies to control costs, monitor progress, and mitigate risks.
- We maintain clear documentation of all project-related expenses and work closely with subcontractors to ensure cost-effective solutions.

BONDS- Bonds are essential to provide financial security and ensure project completion. These may include performance bonds, payment bonds, and other types of surety bonds. The cost of bonds is typically a small percentage of the project cost, often around 1%.

Our Approach:

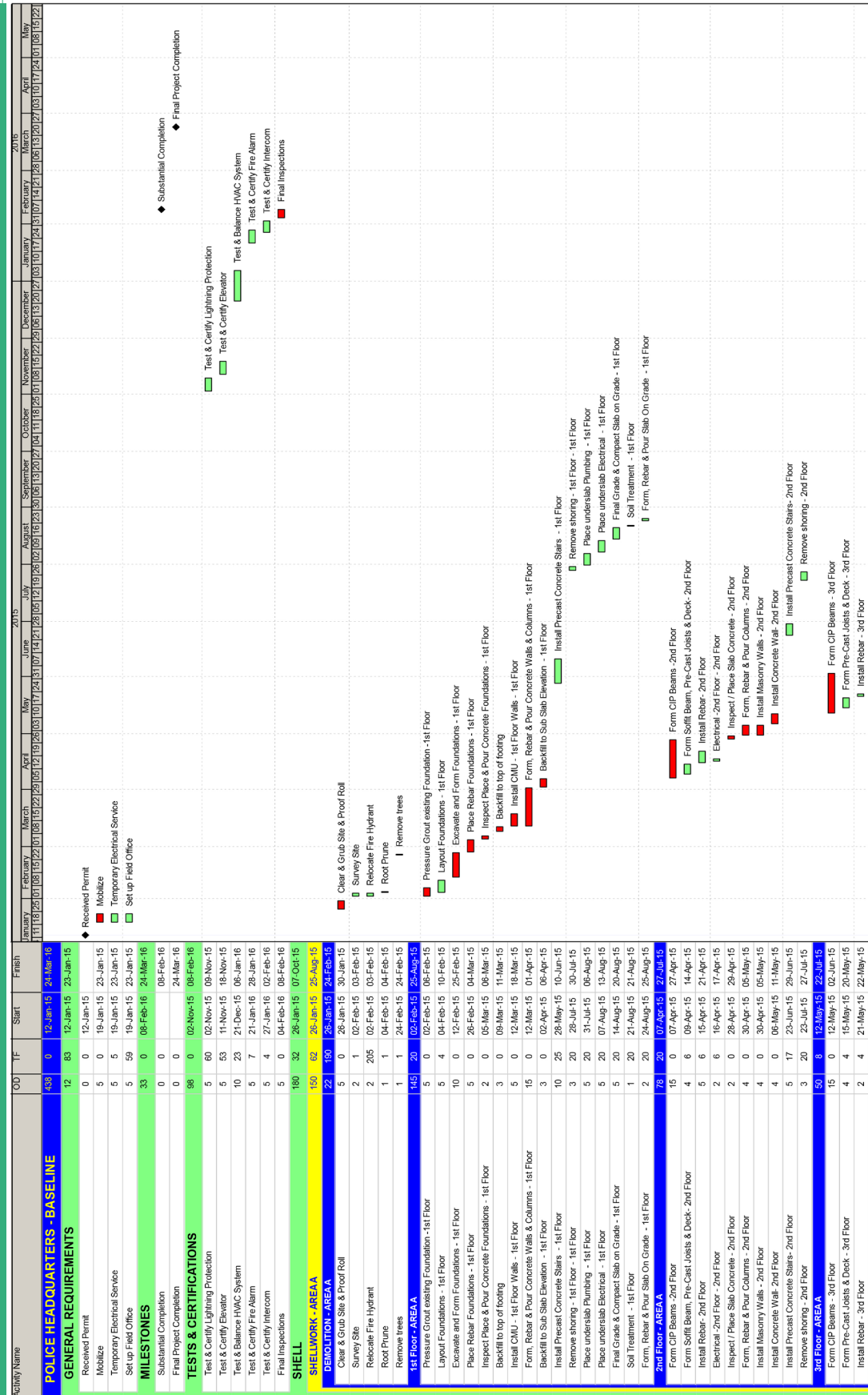
- We work closely with a reputable bonding company and have for years to secure bonds at competitive rates.
- We monitor the project’s progress to meet bond-related requirements and maintain a strong financial position throughout construction.

CONCLUSION- Effectively managing costs for items outside of the “cost of the work” is crucial to the success of any construction project. Our approach involves careful budgeting, transparent communication, and proactive cost control measures throughout all project phases. By adhering to industry-standard fee percentages and employing sound financial practices, we aim to deliver a successful project that will meet Haines City’s objectives within the specified budget.



SCHEDULING AND COST CONTROL

SAMPLE SCHEDULE: Miramar Police Headquarters Baseline



City of Miramar Police Headquarters
Baseline Schedule
12-Jan-15

■ Actual Work
■ Remaining Work
■ Critical Remaining Work
◆ Milestone

SCHEDULING AND COST CONTROL

19662.00 CORAL SPRINGS PUBLIC SAFETY & PUBLIC WORKS CAMPUS

Contract: 4,283,545.07
 Change Orders: (444,868.90)
 Revised: 3,838,676.17
 DPO's: 0.00
 Prev. Billed: 3,813,183.80
 Open: 25,492.37

**01 - Pirtle Construction Company
 JOB COSTING - JOB STATUS BY PERIOD REPORT
 01/01/1900 - 09/29/2023**

DPO Summary w/o Tax
 Goal: 0.00
 Committed:
 Actual Cost:

Job Phase Category	Name	Original Budget	Change Orders	DPO'S	Revised Budget	Actual Cost	Variance	09/23/2023 thru 09/29/2023	09/01/2023 thru 09/29/2023	01/01/2023 thru 09/29/2023
19662.00 CORAL SPRINGS PUBLIC SAFETY &										
02 Construction Administration										
AS1111	Assistant Superintende	169,600.00	0.00	0.00	169,600.00	202,019.67	32,419.67	0.00	0.00	0.00
BM1111	BIM Coordinator	24,640.00	0.00	0.00	24,640.00	8,969.19	(15,670.81)	0.00	0.00	0.00
PA1111	Project Accountant	17,640.00	0.00	0.00	17,640.00	16,418.29	(1,221.71)	0.00	0.00	0.00
PC1111	Project Coordinator	124,800.00	0.00	0.00	124,800.00	104,141.43	(20,658.57)	0.00	0.00	0.00
PE1111	Project Engineer	187,200.00	3,000.00	0.00	190,200.00	296,949.95	106,749.95	0.00	0.00	850.40
PM1111	Project Manager	312,000.00	0.00	0.00	312,000.00	296,543.08	(15,456.92)	0.00	0.00	0.00
PX1111	Project Executive	103,600.00	0.00	0.00	103,600.00	119,420.29	15,820.29	0.00	0.00	0.00
SU1111	Superintendent	296,000.00	4,500.00	0.00	300,500.00	340,893.46	40,393.46	0.00	0.00	71,186.77
Construction Administration TOTAL:		1,235,480.00	7,500.00	0.00	1,242,980.00	1,385,355.36	142,375.36	0.00	0.00	72,037.17
03 Insurance & Bonds										
006100	Payment & Performanc	146,854.50	2,135.33	0.00	148,989.83	146,854.50	(2,135.33)	0.00	0.00	0.00
006101	SDI Program	265,725.05	11,219.50	0.00	276,944.55	239,152.00	(37,792.55)	0.00	0.00	0.00
006216	General Liability Insura	214,588.67	0.00	0.00	214,588.67	214,588.67	0.00	0.00	0.00	0.00
006218	Builders Risk Insuranc	216,650.50	0.00	0.00	216,650.50	216,650.50	0.00	0.00	0.00	0.00
Insurance & Bonds TOTAL:		843,818.72	13,354.83	0.00	857,173.55	817,245.67	(39,927.88)	0.00	0.00	0.00
04 General Conditions										
003132	Testing & Inspections	50,550.00	0.00	0.00	50,550.00	42,167.50	(8,382.50)	0.00	0.00	300.00
006536	Terracon Testing	35,000.00	0.00	0.00	35,000.00	31,633.00	(3,367.00)	0.00	0.00	2,134.00
007305	Bond & Permit Fees	550.00	0.00	0.00	550.00	800.00	250.00	0.00	0.00	0.00
007310	Groundbreaking/Dedic	2,500.00	0.00	0.00	2,500.00	4,626.20	2,126.20	0.00	0.00	0.00
007319	COVID Supplies	5,000.00	0.00	0.00	5,000.00	56.16	(4,943.84)	0.00	0.00	0.00
011412	COVID Temperature S	60,000.00	0.00	0.00	60,000.00	0.00	(60,000.00)	0.00	0.00	0.00
011413	Security Guard	0.00	0.00	0.00	0.00	29,059.09	29,059.09	0.00	0.00	0.00
012710	Office Supplies	3,950.00	0.00	0.00	3,950.00	4,737.40	787.40	0.00	0.00	121.24
012712	Drawing Reproduction	4,000.00	0.00	0.00	4,000.00	2,949.60	(1,050.40)	0.00	0.00	0.00
012810	Computers & Software	33,300.00	0.00	0.00	33,300.00	40,766.61	7,466.61	0.00	0.00	2,349.20
012811	Copy & Scan Machine	6,000.00	0.00	0.00	6,000.00	6,076.17	76.17	0.00	0.00	226.34

TAB 5

TIMELY COMPLETIONS OF PROJECTS



TIMELY COMPLETIONS OF PROJECTS

At Pirtle Construction Company Company, we know that we must maintain the high level of service that our clients have come to expect of us regardless of our workload. Pirtle Construction Company is positioned well to provide exceptional services to City of Haines City. The following chart identifies Pirtle Construction Company's workload for our Central Florida operations as we have multiple offices outside the area which will not impact our ability to service this project.

PROJECT TITLE	CLIENT/OWNER	PERCENT COMPLETE	START DATE	COMPLETION DATE	DOLLARS COMMITTED
South Point Elementary School	School District of Polk County	88%	July 2022	October 2023	\$47,305,561
Gateway High School	School District of Osceola County	65%	April 2022	July 2024	\$80,907,488
Dr. Joaquin Garcia High School 03-000	School District of Palm Beach County	98%	June 2021	October 2023	\$76,785,226
Nancy J. Cotterman Center	Broward County	98%	October 2021	October 2023	\$14,380,104
Homestead Campus New Student Success	Miami-Dade College	98%	July 2021	September 2023	\$27,307,343
Jewish Leadership Academy	Ades Family Foundation	85%	February 2022	October 2023	\$76,326,515
Northeast High School New Building Addition	School Board of Broward County	58%	May 2022	December 2023	\$17,505,738
Melaleuca Elementary School	School District of Palm Beach County	75%	June 2022	October 2023	\$28,706,438
Port Everglades Terminal 4 Renovation	Port Everglades	50%	October 2022	October 2023	\$30,000,000
Broward County Various Judicial Projects	Broward County	10%	August 2021	TBD	\$110,000,000
West Bus Compound New Ancillary	Orange County Public Schools	Pre-Construction	TBD	TBD	\$20,000,000
UCF Biological Sciences Building Phase II	University of Central Florida	Pre-Construction	TBD	July 2025	\$26,000,000
West End Park	City of Miami	Pre-Construction	TBD	TBD	\$15,000,000
Arts & Cultural Center	City of Hollywood	Pre-Construction	TBD	TBD	\$6,000,000
Tequesta Reserve	Building Better Communities	Pre-Construction	TBD	TBD	\$27,066,852
BACE Building	City of Boca Raton	Pre-Construction	TBD	TBD	\$18,000,000

TAB 6

SURVEYS OF PAST PERFORMANCE



SURVEYS OF PAST PERFORMANCE

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 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	
Emergency Operations Center CMAR		

Survey

Nicholas Westenberger
Director of Facilities

(Name of Person completing survey)

Indian River School District

(Name of Client Company/Contractor)

Phone Number: (772) 564-5016

Email: nicholas.westenberger@indianriverschools.org

Subject: Past Performance Survey Of: Indian River School District Administration Complex

Consultant Name: Pirtle Construction Company

(Name of Contractor being surveyed)

Cost of Services: \$7,032,002

Date Complete: October 31, 2015

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: N/A

Date Completed: N/A

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Nicholas Westenberger

Printed Name of Evaluator

Nicholas Westenberger

Signature of Evaluator

SURVEYS OF PAST PERFORMANCE

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 2023
Purchasing Coordinator: Vickie Ramsler Phone: 863-421-9961 Email: vickie.ramsler@hainescity.com	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: (863) 421-3600	
Emergency Operations Center CMAR		

Survey

John Norris
Director of Public Works
(Name of Person completing survey)

City of Coral Springs
(Name of Client Company/Contractor)

Phone Number: (954) 344-1000 Email: jnorris@coralsprings.gov

Subject: Past Performance Survey Of: Public Safety and Public Works Campus

Consultant Name: Pirtle Construction Company
(Name of Contractor being surveyed)

Cost of Services: \$25,840,529 Date Complete: August 9, 2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: N/A Date Completed: N/A

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

John C. Norris
Printed Name of Evaluator


Signature of Evaluator

TAB 7

ATTACHEMENTS AND REQUIRED DOCUMENTATION



ATTACHEMENTS AND REQUIRED DOCUMENTATION



PIRTCON-02

TBUTLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2023

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acisure, LLC d/b/a InSource 9500 South Dadeland Boulevard 4th Floor Miami, FL 33156-2867	CONTACT NAME: PHONE (A/C, No, Ext): (305) 670-6111		FAX (A/C, No): (305) 670-9699
	E-MAIL ADDRESS: email@insource-inc.com		
INSURER(S) AFFORDING COVERAGE INSURER A : National Fire Insurance Company of Hartford 20478			NAIC #
INSURED James B. Pirtle Construction Company Inc. dba Pirtle Construction Company 500 W Cypress Creek Rd Suite 100 Fort Lauderdale, FL 33309	INSURER B : Continental Insurance Company		35289
	INSURER C : Valley Forge Insurance Co.		20508
	INSURER D : Columbia Casualty Company		31127
	INSURER E :		
	INSURER F :		

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		5091001123	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5091001106	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			7018140576	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
							DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	5091001137	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			CPB2088345903	4/1/2023	4/1/2024	Each Claim 2,000,000
D	\$15,000 SIR			CPB2088345903	4/1/2023	4/1/2024	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFQ #23-06 - Emergency Operations Center CMAR
 City of Haines City is included as Additional Insured with respects to General Liability, when required by written contract. Waiver of Subrogation in favor of Additional Insured with respects to Worker's Compensation policy, when required by written contract.

CERTIFICATE HOLDER City of Haines City 620 E. Main Street Haines City, FL 33844	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
---	--



Pirtle Construction Company / 500 W Cypress Creek Road, Suite 100, Fort Lauderdale, FL 33309

954.797.0410 / PirtleConstruction.com

October 10, 2023

City of Haines City
Purchasing Coordinator
620 E Main Street
Haines City, Florida 33844

RE: Emergency Operations Center CMAR

FINANCIAL STABILITY AND STRENGTH STATEMENT

James B. Pirtle Construction Company, Inc. d/b/a Pirtle Construction Company is a financially stable company and has the necessary resources, human and financial, to provide the services at the level required by The City of Haines City. As a highly regarded and valued client of InSource and Travelers Casualty and Surety Company of America, Pirtle Construction Company is one of Florida's most financially stable and highly respected builders and has been continuously profitable for more than 55 years. We have earned a solid reputation for completing projects ahead of schedule and below budget. Travelers Casualty and Surety Company of America is rated by Best's KR Guide A++ (Superior), with a financial rating of Class XV and has established surety support covering single projects up to \$200,000,000 and an aggregate bond limit of \$500,000,000.

Please do not hesitate to reach me if you have any questions.

Very Truly Yours,

A handwritten signature in black ink that reads "Darrell Lipman".

Darrell Lipman
CFO, Treasurer
Pirtle Construction Company
Phone: 954-343-6012 | darrell@pirtleconstruction.com

ATTACHEMENTS AND REQUIRED DOCUMENTATION

TAB 7



September 15, 2023

City of Haines City
620 E Main Street
Haines City, Florida 33844

RE: James B. Pirtle Construction Co., Inc. dba Pirtle Construction Company
City of Haines city EOC - \$18,900,000

To Whom It May Concern:


The above referenced company is a highly-regarded and valued client of Travelers Casualty and Surety Company of America, rated by Best's KR Guide as A++ (Superior) with a financial rating of Class XV. Travelers Casualty and Surety Company of America has established surety support covering single projects up to \$200,000,000 and an aggregate bond limit of \$500,000,000. However, these amounts are not to be construed as our maximum levels of support; rather they are guidelines for the daily servicing of the above referenced company's surety needs.

Customary with industry practice, the issuance of any bond is a matter of discretion and subject to satisfactory underwriting conditions at the time of request. These conditions include but are not limited to the financial condition of our client, a review of the contract, bond terms and conditions, and evidence of project financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If we can provide any further assurances or assistance, please do not hesitate to call upon us.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA




William L. Parker
Attorney in Fact

Reply To: P.O. Box 561567 • Miami, FL 33256-1567
9500 S. Dadeland Boulevard • Fourth Floor • Miami, FL 33156-2867
Tel: 305.670.6111 • 800.273.4433 • Fax: 305.670.9699
email@insource-inc.com • www.insource-inc.com



ATTACHEMENTS AND REQUIRED DOCUMENTATION

	<p>Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company</p>
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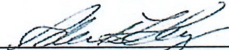
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William L. Parker** of **MIAMI, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



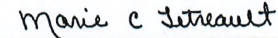
State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

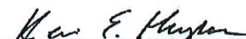
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of September, 2023




 Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.*

ATTACHEMENTS AND REQUIRED DOCUMENTATION

LITIGATION

While we are proactive in preventing accidents from occurring on our projects, in the course of doing construction, minor claims arise. Most of these are inconsequential cases into which Pirtle Construction Company is brought by a subcontractor or other party. Pirtle Construction Company makes it a top priority to promptly make every effort to resolve any potential dispute as soon as an issue is discovered and prides itself on being proactive and finding reasonable solutions to any problem.

The claims below are our claims in the past 5 years:

Claim #: CACE 20-017862

Project: Miramar Police Head Quarters

Claimant Name: City of Miramar v. James B. Pirtle Construction Company, Inc.

Date Filed: 12/07/2020

Plaintiff Attorney: Michelle Pamies, Esq. Austin Pamies Norris Weeks Powell PLLC, 401 NW 7th Avenue, Fort Lauderdale, Florida 33111, 954-768-9770

Defendant Attorney: Michael Carney, Esq. Kubicki Draper, 110 East Broward Boulevard, Suite 1400 Ft. Lauderdale, Florida 33301, 954-713-2323

Description: Claim stemming from a fuel leak asserting an alleged deficiency in the installation. The Company is vigorously defending its responsibility for this claim.

Current Status: Dismissed

Claim #: 2019-035049-CA-01

Project: Warren Henry Auto Dealership

Claimant Name: Coreslab Structures (Miami) Inc. v. James B. Pirtle Construction Company Co., Inc. and Travelers Casualty and Surety Company of America

Date Filed: 12/02/2019

Plaintiff Attorney: Oscar Soto, Esq. - The Soto Law Group, 2400 Commercial Blvd., Suite 400, Fort Lauderdale, FL 33308, 954-567-1776

Defendant Attorney: Adam Handfinger, Esq. Peckar & Abramson, 1 SE 3rd Ave., Suite 3100, Miami, FL 33131, 305-358-2600

Description: Contract dispute resulting from quality disagreements involving the Owner.

Current Status: Pending

Claim #: 2019-036083-CA-01

Project: Warren Henry Auto Dealership

Claimant Name: Warren Henry Automobiles, Inc. v. James B. Pirtle Construction Company Co., Inc. and Travelers Casualty and Surety Company of America / James B. Pirtle Construction Company Co., Inc. v Warren Henry Automobiles, Inc. and David Patillo & Associates, Inc.

Date Filed: 12/11/2019

Plaintiff Attorney: Oscar Soto, Esq. - The Soto Law Group, 2400 Commercial Blvd., Suite 400, Fort Lauderdale, FL 33308, 954-567-1776

Defendant Attorney: Adam Handfinger, Esq. Peckar & Abramson, 1 SE 3rd Ave., Suite 3100, Miami, FL 33131, 305-358-2600

Description: Contract dispute resulting from Owner-caused delays and changes in project scope.

Current Status: Pending

Claim #: CACE18025830

Project: Pine Crest School

Claimant Name: James B. Pirtle Construction Company Company, Inc. vs. Westchester Fire Insurance Company

Date Filed: 10/31/2018

Plaintiff Attorney: Adam Handfinger, Esq. Peckar & Abramson, 1 SE 3rd Ave., Suite 3100, Miami, FL 33131, 305-358-2600

Defendant Attorney: Jose Rodriguez - The Soto Law Group, 2400 Commercial Blvd., Suite 400, Fort Lauderdale, FL 33308, 954-567-1776

Description: Pirtle hired subcontractor (Emerald Masonry Corp) to perform services on the Pine Crest School project and Westchester Fire Insurance Company was the surety who issued the bond for Emerald. There were deficiencies in the work that Emerald performed and a claim was filed against Emerald and their surety to repair the deficiencies on the project, per their contract.

Current Status: Dismissed Before Hearing

Claim #: CACE18011388

Project: Broward Addition Recovery

Claimant Name: East Coast Metal Structures Corp. v. James B. Pirtle Construction Company Company, Inc.

Date Filed: 05/10/2018

Plaintiff Attorney: Carmen Rodriguez-Altieri, Esq. - Law Offices of Jason L. Weissman, 2400 East Commercial Boulevard, Suite 400, Fort Lauderdale, FL 33308, 954-364-5104

Defendant Attorney: Adam Handfinger, Esq. Peckar & Abramson, 1 SE 3rd Ave., Suite 3100, Miami, FL 33131, 305-358-2600

Description: Contract & Indebtedness Claim. The subcontractor was making an invalid claim for compensation of work that was not authorized.

Current Status: Dismissed

ATTACHEMENTS AND REQUIRED DOCUMENTATION

LICENSES AND CERTIFICATES

2023 - 2024



Local Business Tax Receipt
(Formerly known as "Business License"
changed per state law HB1269-2006)

Business Name
PIRTLE CONSTRUCTION COMPANY
MICHAEL GEARY CGC055033
500 W CYPRESS CREEK RD SUITE 100
FT LAUDERDALE, FL 33309

Business Owner
JAMES B PIRTLE CONSTRUCTION
COMPANY INC

Business Location
6150 METROWEST BLVD 302
ORLANDO, FL

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Case Number: BUS-0024906
Issued Date: 08/16/2023
Expiration Date: 09/30/2024

Business type(s):

Description	Year
CONTRA 1522 GENERAL CONTRACTOR	2024

CITY OF ORLANDO LOCAL
BUSINESS TAX RECEIPT


Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC055033 **EXPIRATION DATE: AUGUST 31, 2024**

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

GEARY, MICHAEL SHAWN
PIRTLE CONSTRUCTION COMPANY
500 W CYPRESS CREEK ROAD SUITE 100
FORT LAUDERDALE FL 33309



ISSUED: 06/10/2022 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.

FIRM'S GC LICENSE: #CGC055033

EXPIRES: AUG 31, 2024

ATTACHEMENTS AND REQUIRED DOCUMENTATION

LICENSES AND CERTIFICATES

State of Florida Department of State

I certify from the records of this office that JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. is a corporation organized under the laws of the State of Florida, filed on April 15, 1968.

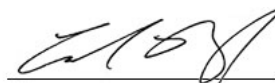
The document number of this corporation is 328833.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 3, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2023*




Secretary of State

Tracking Number: 8196096678CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

STATE OF FLORIDA
PROFESSIONAL REGISTRATION

ATTACHEMENTS AND REQUIRED DOCUMENTATION

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 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	
Emergency Operations Center CMAR		

Attachment A Questionnaire/Survey

*THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:
(SUBMITTAL PAGE)*

Company Name: James B. Pirtle Construction Company, Inc.

DBA/Fictitious Name (if applicable): Pirtle Construction Company

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #: 59-1211364

<u>6150</u>	<u>Metrowest Blvd., Suite 302</u>	<u>Orlando</u>
(Street No or PO Box Number)	(Street Name)	(City)
<u>Orange</u>	<u>Florida</u>	<u>32835</u>
(County)	(State)	(Zip Code)

Contact Person: Richard Rodriguez

Phone Number: (407) 377-6866

Cell Phone Number: (407) 832-8261

Email Address: rrodriguez@pirtleconstruction.com

Type of Organization:

Sole Proprietorship
 Partnership
 Non-Profit
 Sub-Chapter
 Joint Venture
 Corporation
 LLC
 LLP
 Publicly Traded
 Employee Owned

State of Incorporation Florida



The Successful vendor must complete and submit this section prior to award. The Successful vendor must invoice using the company name listed above.

ATTACHEMENTS AND REQUIRED DOCUMENTATION

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Emergency Operations Center CMAR		

Attachment B

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # <u>1</u> through # <u>2</u>
	Initial: 
Person Completing RFQ Document (Signature):	Date: September 22, 2023
Name (Printed): Richard Rodriguez	Title: Vice President

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

ATTACHEMENTS AND REQUIRED DOCUMENTATION

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 2023
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Emergency Operations Center CMAR		

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.

ATTACHEMENTS AND REQUIRED DOCUMENTATION

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 2023
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Emergency Operations Center CMAR		

- 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: Richard Redinger Date: September 22, 2023

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.<<<

ATTACHEMENTS AND REQUIRED DOCUMENTATION

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 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	
Emergency Operations Center CMAR		

**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.

Richard Rodriguez
Contracting Party Signature

Richard Rodriguez
Contracting Party Printed Name

Vice President
Title

September 22, 2023
Date

Mailing Address: 6150 Metrowest Blvd., Suite 302, Orlando, FL 32835

Phone/Fax/E Mail Address: (407) 377-6866 / (954) 797-6330 / rrodriguez@pirtleconstruction.com

NOTARY:
STATE OF Florida)
COUNTY OF Orange)

Sworn and Subscribed before me this 22nd day of September, 2023

Personally known: Richard Rodriguez

Or Produced Identification: _____

Notary Public - State of: FL Commission Expires: 1/9/26



Deborah Sylvain

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

ATTACHEMENTS AND REQUIRED DOCUMENTATION

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 2023
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Emergency Operations Center CMAR		

**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.

Richard Rodriguez Vice President, September 22, 2023
Bidder's Signature, Title, Date

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was executed before me this 22nd day of September, 2023, by Richard Rodriguez as Vice President of Pirtle Construction, 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.



Deborah Sylvain
NOTARY PUBLIC, State of Florida

EASE COMPLETE AND SUBMIT WITH PROPOSAL

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

ATTACHEMENTS AND REQUIRED DOCUMENTATION

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 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	
Emergency Operations Center CMAR		

**Attachment F
Conflict of Interest Statement**

STATE OF Florida)
COUNTY OF Orange)

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

- A. I am the Vice President of James B. Pirtle Construction Company, Inc. with a local office in Orlando, FL and principal office in Ft. Lauderdale, FL.
- B. Said entity is submitting this proposal/offer to RFQ #23-06 Emergency Operations Center CMAR.
- 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 22nd day of September 2023

Richard Rodriguez
AFFIANT

Richard Rodriguez
Typed Name of AFFIANT

Vice President
Title

NOTARY:
STATE OF Florida)
COUNTY OF Orange)

Sworn and Subscribed before me this 22nd day of September, 20 23

Personally known: Richard Rodriguez

Or Produced Identification: _____

Notary Public - State of: FL Commission Expires: 1/9/26



Deborah Sylvain

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

ATTACHEMENTS AND REQUIRED DOCUMENTATION

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 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		
Emergency Operations Center CMAR		

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 #23-06 for Emergency Operations Center CMAR.

2. This sworn statement is submitted by James B. Pirtle Construction Company, Inc. whose business address is d/b/a Pirtle Construction Company whose business address is [Name of entity submitting sworn statement] 6150 Metrowest Blvd., Suite 302, Orlando, FL 32835 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1211364 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

3. My name is Richard Rodriguez and my relationship to the above is [Please print name of individual signing]
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].

ATTACHEMENTS AND REQUIRED DOCUMENTATION

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 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	
Emergency Operations Center CMAR		

___ 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] *Richard Rodriguez*

Date: September 22, 2023

NOTARY:
STATE OF Florida)
COUNTY OF Orange)

Sworn and Subscribed before me this 22nd day of September, 20 23

Personally known: Richard Rodriguez

Or Produced Identification: _____

Notary Public - State of: FL Commission Expires: 1/9/26



Deborah Sylvain

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

ATTACHEMENTS AND REQUIRED DOCUMENTATION

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 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	
Emergency Operations Center CMAR		

**Attachment H
Firm Location**

I/we, affirm that James B. Pirtle Construction Company, Inc.
d/b/a Pirtle Construction Company has maintained a zero principal,
zero headquarters or, zero other place of business within the boundaries of Polk County, Florida for more than
one (1) year prior to the date of this proposal. The signature(s) below are an acknowledgment of our full understanding
and acceptance that evaluation criteria provides points based on firm location as set forth in this RFQ document.

Richard Rodriguez
Contracting Party Signature

Richard Rodriguez
Contracting Party Printed Name

Vice President
Title

September 22, 2023
Date

Mailing Address: 6150 Metrowest Blvd., Suite 302, Orlando, FL 32835

Phone/Fax/E Mail Address: (407) 377-6866 / (954) 797-6330 / rrodriguez@pirtleconstruction.com

NOTARY:
STATE OF Florida)
COUNTY OF Orange)

Sworn and Subscribed before me this 22nd day of September, 20 23

Personally known: Richard Rodriguez

Or Produced Identification: _____

Notary Public - State of: FL Commission Expires: 1/9/26



Deborah Sylvain

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

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

ATTACHEMENTS AND REQUIRED DOCUMENTATION

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 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	
Emergency Operations Center CMAR		

**Attachment I
Statement of "NO PROPOSAL"**

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: City of Haines City, Attn: Finance Director, 620 E. Main Street, Haines City, FL 33844.

I/WE HAVE DECLINED TO PROPOSE TO RFQ #23-06, titled Emergency Operations Center CMAR for the following reason(s):

- Proposal too "restrictive", i.e., geared toward one firm or provider.
- Insufficient time to respond to Request for Proposals.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet requirements.
- Unable to meet bond requirements.
- Work unclear (please explain below).
- Other (please specify below).

REMARKS: _____

I/We understand that if this "No Proposal" form is not executed and returned, my/our name may be deleted from the list of qualified Proposers for City of Haines City for future projects.

Typed Name and Title _____

Company Name _____

Address _____

Signature and Title _____

Telephone/fax Number _____ / _____ / _____

Date

E Mail Address _____

ATTACHEMENTS AND REQUIRED DOCUMENTATION

RFQ #23-06	Due Date & Time: October 10, 2023 @ 2:00 PM ET	Advertised Date: September 5, 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	
Emergency Operations Center CMAR		

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: September 22, 2023

SIGNATURE: 

COMPANY: James B. Pirtle Construction Company, Inc.
d/b/a Pirtle Construction Company

NAME: Richard Rodriguez

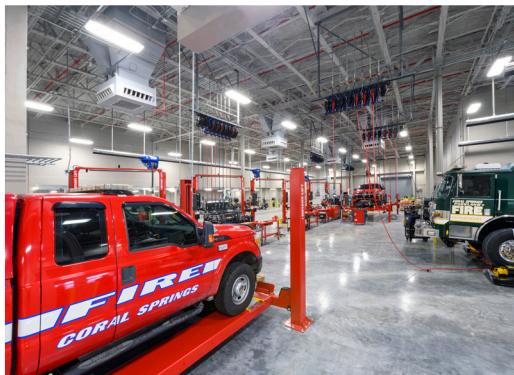
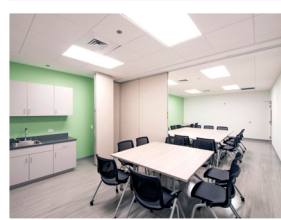
ADDRESS: 6150 Metrowest Blvd.
Suite 302
Orlando, FL 32835

TITLE: Vice President

E-MAIL: rrodriguez@pirtleconstruction.com

PHONE NO.: (407) 377-6866

FAX NO.: (954) 797-6330



COMMITTED TO EXCELLENCE FROM
CONCEPT TO COMPLETION



PIRTLE CONSTRUCTION COMPANY COMPANY
6150 Metrowest Blvd, Suite 302, Orlando, FL 32835
Phone: 407-377-6866 / Fax: 407-377-6801



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: November 16, 2023

Subject: Resolution No. 23-1771 - Amendment 3 to State Revolving Fund (SRF) Loan Agreement WW530461

Executive Summary

Approve Resolution No. 23-1771 - Amendment 3 to SRF Loan Agreement WW530461.
Staff Contact: Omar DeJesus, CPA, Finance Director

Introduction

The intent of this item is to request approval of Amendment 3 to SRF Loan Agreement WW530461. This amendment extends the schedule for the completion of construction activities to February 15, 2024.

Background

SRF Loan Agreement WW530461 provided funding for the following three wastewater projects:

- Reclaimed Water Ground Storage Tank and Pump Stations
- Digester to Equalization Tank Conversion
- Disc Filters

Organizational Goal(s)

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

Budget Impact

The first semi-annual loan payment of \$250,762 shall be due on August 15, 2024.

Recommendation

Staff recommends the City Commission approve Resolution No. 23-1771 - Amendment 3 to SRF Loan Agreement WW530461.

RESOLUTION NO. 23-1771

A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA; RELATING TO THE STATE REVOLVING FUND AGREEMENT FOR PROJECT WW530461; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL OF AMENDMENT 3 TO THE CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT WW530461; PROVIDING FOR STATUTORY AUTHORITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, The City Commission of the City of Haines City, Florida, (the “City”), has previously adopted a resolution authorizing the Clean Water State Revolving Fund Construction Loan Agreement WW530461 (the “Loan Agreement”); and

WHEREAS, the City and the State of Florida Department of Environmental Protection (“FDEP”) entered into the Loan Agreement, authorizing a loan in the amount of \$5,733,830; and

WHEREAS, the City approved Amendment 1 to the Loan Agreement for the Project on Resolution 22-1667, authorizing additional financing in the amount of \$3,593,130 (excluding capitalized interest); and

WHEREAS, the City approved Amendment 2 to the Loan Agreement for the Project on Resolution 22-1701, authorizing additional financing in the amount of \$506,815 (excluding capitalized interest); and

WHEREAS, the City now intends to enter into Amendment 3 to the Loan Agreement with FDEP in order to receive a schedule extension for the completion of construction activities; and

WHEREAS, the City Commission of the City hereby determines that approval of the Amendment 3 is in the best interest of the citizens of the City.

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

SECTION 1. The foregoing recitals are incorporated herein by reference and made a part hereof.

SECTION 2. The Amendment 3 in substantially the form attached hereto as Exhibit “A” is hereby approved.

SECTION 3. The Mayor of the City is hereby authorized to execute and deliver and the City Clerk of the City is hereby authorized to attest under seal, and the City Attorney of the City is hereby authorized to approve as to form and correctness the Amendment 3, which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor of the City is authorized to represent the City in carrying out the City’s responsibilities under the Loan Agreement as amended by Amendment 3. The Mayor of the City is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the Loan Agreement as amended by the Amendment 3.

SECTION 4. The Chief Financial Officer and the Public Services Administrator of the City are hereby designated as the authorized representative to provide the assurances and commitments required under the Loan Agreement, as amended by the Amendment 3.

SECTION 5. The legal authority for borrowing moneys to design the project described in the Loan Agreement as amended by the Amendment 3 is granted by the Florida Statute Section 403.1835 and Chapter 166, Part II, Florida Statutes.

SECTION 6. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 8. This Resolution shall become effective immediately upon its passage and adoption.

APPROVED in regular session of the City Commission of the City of Haines City, this 16th day of November, 2023.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk

H.L. “Roy” Tyler, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Exhibit A
Amendment 3

**STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT WW530461
CITY OF HAINES CITY**

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

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW530461, as amended; and

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

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 8.15 is added to the Agreement as follows:

8.15. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

2. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on August 15, 2024, and semiannually thereafter on February 15 and August 15 of each year until all amounts due under the Agreement have been fully paid.

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

- (2) Completion of Project construction is scheduled for February 15, 2024.

- (3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than February 15, 2024.

- (4) The first Semiannual Loan Payment in the amount of \$250,762 shall be due August 15, 2024.

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

This Amendment 3 to Loan Agreement WW530461 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
CITY OF HAINES CITY

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk
SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



CITY COMMISSION MEETING HAINES CITY, FLORIDA

MINUTES

November 2, 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
Commissioner Vernel Smith

Staff in Attendance: City Manager, James Elensky
City Attorney, Fred Reilly
City Clerk, MMC, Sharon Lauther

1. CALL TO ORDER

The Mayor called the City Commission Meeting to order at 7:01 on November 2, 2023 in the City Commission Chambers, located at 620 E Main Street, Haines City, FL.

2. INVOCATION

The Mayor provided the invocation.

Pastor Greg Villalon, Lamb of God Lutheran Church, HC

3. PLEDGE OF ALLEGIANCE

The Mayor led the pledge of allegiance.

4. PRESENTATIONS AND PROCLAMATIONS

City Clerk Lauther read the Proclamation into the record.

4.a Veteran's Day Proclamation

City Clerk Sharon Lauther read the proclamation into the record.

5. CONSENT AGENDA

Moved by Morris West

Seconded by Vernel Smith

Approve consent as a whole.

5.a Reduction of Code Enforcement Lien

Staff recommends accepting the recommendation of the Special Magistrate to reduce the Code Enforcement Liens on the property located at 220 Railroad Avenue.

5.b Motorola Radio Purchases for the Haines City Police Department

Staff recommends City Commission approve the expenditure to purchase thirteen (13) Motorola radios and accessories for the Haines City Police Department to enhance the communication capabilities of our law enforcement officers.

5.c George F. Young Contract for Surveying Continuing Services Agreement

Staff recommends approval of the contract with George F. Young for RFQ 23-04 Surveying Continuing Services Agreement

5.d Kimley-Horn Contract Amendment No. 1 for the Webb's Lift Station Design

Staff recommends approval of Amendment No. 1 to Kimley-Horn's contract for the Webb's Master Lift Station and Force Main Design Project.

5.e Billboard Agreement with The Lamar Company, LLC

Staff recommends the approval of the Billboard Agreement with The Lamar Company, LLC which will replace one (1) billboard with a digital billboard and remove three (3) others.

5.f Paving Authorization Request for Oakland South Cemetery

Staff recommends the approval of an agreement with AAA Quality Asphalt for paving services for the Oakland South Cemetery

5.g Police Department Vehicle(s) and Equipment Purchase

Staff is recommending the City Commission approve the request to purchase two (2) new vehicles with the necessary equipment for the Police Department plus the equipment for two vehicles purchased in last years' budget.

5.h Reclaimed Water Ground Storage Tank and Pump Stations Project Closeout

Staff recommends approval of Amendment No. 4 with CHA Consulting and Change Order No. 5 with Vogel Bros. Building Co. to close out the Reclaimed Water Ground Storage Tank and Pump Stations project.

5.i SurvTech Solutions Contract for Surveying Continuing Services Agreement

Staff recommends approval of the contract with SurvTech Solutions for RFQ 23-04 Surveying Continuing Services Agreement.

5.j Approval of Minutes

5.k Cemetery Deeds

6. NEW BUSINESS

6.a Ordinance No. 23-2053 – Land Development Regulation Text Amendment - First Reading

Developments Services Director Richard Greenwood presented this item. Director Greenwood stated that this was mostly cleaning up some of the language in the land development regulations. Amending to PUD, screening and buffering requirements, Chapter 13 and 19 are also having the City Manager and

Deputy City Manager to be able to sign final plats. Commissioner Huffman commended Director Greenwood on the necessary changes that he and his department have been working on.

There were no comments from the dais.

Mayor Tyler opened the public hearing

Sharon Garrett off of Carl Boozer road expressed her concern regarding the buffering standards.

Mayor Tyler closed the public hearing and asked for an introduction of the Ordinance.

Commissioner West introduced the Ordinance.

City Attorney Reilly read the title of the Ordinance into record.

Moved by Morris West

Seconded by Vernel Smith

Staff seeks the City Commission's direction with regard to the proposed Motion by the Planning Commission with regard to Chapter 19 – Sec.19.1.2, and recommends the City Commission approve Ordinance No. 23-2053, on First Reading, with any amendments to Chapter 19 – Sec. 19.1.2 that they deem to be required.

Carried

- 6.b Ordinance No. 23-2059 – Balmoral Estates Condo RPUD Major Modification – First Reading

Developments Services Director Richard Greenwood presented this item.

There were no comments from the dais.

Mayor Tyler opened the public hearing.

Garrett Kenny- Mr. Kenny stated that he has been working with the engineers and changed the amount of studio apartments and converted to one (1) bedroom apartments.

Mayor Tyler closed the public hearing and asked for an introduction of the Ordinance.

Commissioner Smith introduced the Ordinance.

City Attorney Reilly read the title of the Ordinance into record.

Moved by Omar Arroyo

Seconded by Anne Huffman

Staff recommends approval of the modification to the approved Residential Planned Unit Development to increase the number of units within the proposed Balmoral Estates Condominiums on First Reading.

Carried

6.c Ordinance 23-2060 Fiscal Year 2023-2024 Budget Amendment No. 1

Finance Director Omar DeJesus presented this item. This is first budget amendment for FY 2023-2024

Commissioner Huffman inquired about the infrastructure carryover. Director DeJesus stated that as the projects start that funding is available in the utility fund.

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 Ordinance.

Commissioner Arroyo introduced the Ordinance.

City Attorney Reilly read the title of the Ordinance into record.

Moved by Anne Huffman

Seconded by Vernel Smith

Staff recommends adoption of the Ordinance for the purpose of reallocating and re-appropriating monies for the Fiscal Year 2023-24 Budget.

Carried

6.d Resolution No. 23-1762 – Conditional Use Request for a Special Sign District for the Shops at the Grove Project

Development Services Director, Richard Greenwood presented this item.

Commissioner Huffman inquired about the placement of signage so that there is no distraction to the adjacent to the other businesses.

Mayor Tyler opened the public hearing.

Sharon Garrett off of Carl Boozer Road inquired about renting space on the east side for law enforcement coverage

Mayor Tyler closed the public hearing and asked for an introduction of the Resolution.

Commissioner Huffman introduced the Resolution.

City Attorney Reilly read the title of the Resolution into record.

Moved by Omar Arroyo

Seconded by Anne Huffman

Staff recommends approval of Resolution No. 23-1762, granting the Conditional Use of the Special Sign District for Shops at the Grove commercial development located at the intersection of Johnson Avenue (County Road 580) and Powerline Road.

Carried

6.e Resolution No. 23-1764 – Crosswinds West Subdivision Phase 1 Preliminary Plat

Development Services Director, Richard Greenwood presented this item. The zoning and land use has been completed and now the preliminary plat stage is next in the development process.

Commissioner Huffman inquired about the changing of the road once crossed over Powerline.

Mayor Tyler opened the public hearing.

Sharon Garrett off of Carl Boozer Road expressed her concern about traffic improvements and safety with all of the new development.

Renny Heath, developer for Cassidy Homes stated that a traffic study was done and intersection improvements are part of the development. Widening of Powerline Road will be conducted after Phase I is completed from 17/92 to South Blvd. There is a developers agreement in place with the County that has already been approved. There is a Phase II developers agreement with the County is also already approved from South Blvd. to Hinson.

Mayor Tyler closed the public hearing and asked for an introduction of the Resolution.

Commissioner Arroyo introduced the Resolution.

City Attorney Reilly read the title of the Resolution into record.

Moved by Anne Huffman

Seconded by Omar Arroyo

Staff recommends approval of Resolution No. 23-1764, Crosswinds West Subdivision Phase 1 Preliminary Plat with the following conditions:

1. Traffic study approval is pending the Developer's Agreement. Off-site improvements will be determined by said agreement and shall be addressed on site construction plans.
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. Reuse lines shall be installed.
5. All Technical Review Board comments shall be addressed prior to the approval of the Site Construction Plans.
6. Utility easements shall be shown on the Site Construction Plans.
7. A School Concurrency Letter shall be provided prior to approval of the Site Construction Plans.
8. E-911 approved street names will be required prior to the Site Construction Plans.

9. Approval of the Preliminary Plat 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 should an omission be made or revision needed, and shall be required to be addressed with the Site Construction Plan review.

Carried

6.f Resolution No. 23-1765 – Crosswinds West Subdivision Phase 2 Preliminary Plat Development Services Director, Richard Greenwood presented this item. This Resolution is for Phase II. There is a total of 931 lots.

Commissioner Huffman inquired about the traffic study and how the turning patten will be when traveling east and west and the potential for problems. Commissioner Huffman inquired if a traffic light will be placed. Renny Heath stated that they are adhering to the necessary requirements that are needed.

Mayor Tyler opened the public hearing.

Mayor Tyler closed the public hearing and asked for an introduction of the Resolution.

Commissioner Smith introduced the Resolution.

City Attorney Reilly read the title of the Resolution into record.

Moved by Anne Huffman

Seconded by Vernel Smith

Staff recommends approval of Resolution No. 23-1765 Crosswinds West Phase 2 Preliminary Plat with the following conditions:

1. Traffic study approval is pending the Developer's Agreement. Off-site improvements will be determined by said agreement and shall be addressed on site construction plans.

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. Reuse lines shall be installed.
5. All Technical Review Board comments shall be addressed prior to the approval of the Site Construction Plans.
6. Utility easements shall be shown on the Site Construction Plans.
7. A School Concurrency Letter shall be provided prior to approval of the Site Construction Plans.
8. E-911 approved street names will be required prior to the Site Construction Plans.
9. Approval of the Preliminary Plat 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 should an omission be made or revision needed, and shall be required to be addressed with the Site Construction Plan review.

Carried

6.g Resolution 23-1749 – Bradbury Creek Phase 2 – Final Plat

Development Services Director, Richard Greenwood presented this item.

Commissioner Huffman thanked Director Greenwood for all of the attachments to keep.

Mayor Tyler opened the public hearing.

Sharon Garrett expressed her concern about traffic and safety.

Mayor Tyler closed the public hearing and asked for an introduction of the Resolution.

Commissioner **Huffman** introduced the Resolution.

City Attorney Reilly read the title of the Resolution into record.

Moved by Anne Huffman

Seconded by Vernel Smith

Staff recommends the City Commission grant approval for Resolution No. 23-1749 for the Bradbury Creek Phase 2 Final Plat subdividing the property into approximately 355 lots along with all required right-of-way

dedication, landscape buffers, stormwater retention areas, and parks and recreation space.

Carried

- 6.h Resolution No. 23-1767 Notices of Termination to Entities with PACE Interlocal Agreements with the City of Haines City.

City Attorney, Fred Reily presented this item and recommended termination of the agreement. If approved a certified letter would be sent to the necessary entities.

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 Smith 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 to authorize termination of the interlocal agreements with the Florida Green Finance Authority, the Green Corridor PACE District, the Florida Resiliency and Energy District and the Florida PACE Funding Agency.

Carried

- 6.i Resolution No. 23-1770 Amendment to the Republic Services Garbage and Refuse Collection Operations Contract

Finance Director Omar DeJesus, CPA presented this item. The considerations are renewal term modifications, discussion of rates and annual increases of 1.75%. Currently the City administers all of the billing. If this amendment is approved a budget amendment would need to be completed. If this agreement is denied the

City would have to issue an RFP for a new contract with a new vendor. The rate increased is set for January 1, 2024.

Commissioner Huffman expressed concern of the repeated increases that will occur in 2025 and subsequently for the next five (5) years. Republic Services customer service is not serving the community effectively. Mayor Tyler echoed the same sentiments of the lack of service provided for the residents.

Commissioner West stated that an increase of 86% will be problematic for the taxpayers. Commissioner West inquired as to why we couldn't have the same rate as Davenport. Commissioner Smith also expressed the increase is high.

Commissioner Smith stated that larger families are moving in and we need to provide the service to pick up the extra bags that are placed for pick up.

Discussion took place.

Mayor Tyler opened the public hearing.

Sharon Garrett off of Carl Boozer Road gave her insight on the system that the County is using for garbage pickup collection.

Mayor Tyler closed the public hearing and asked for an introduction of the Resolution.

Commissioner Arroyo introduced the Resolution.

City Attorney Reilly read the title of the Resolution into record.

Roll call vote was done:

Commissioner West- Nay

Commissioner Smith-Yea

Mayor Tyler-Yea

Vice-Mayor Arroyo-Yea

Commissioner Huffman-Nay

Motion passes 3-2

Moved by Vernel Smith

Seconded by Omar Arroyo

Staff recommends approval of an amendment to the Republic Services Garbage and Refuse Collection Operations Contract.

Carried

6.j Emergency Purchase of Hitachi Variable Frequency Drives and Reactors

City Manager James Elensky presented this item. At this time Mayor Tyler opened the floor for public comments. No one came forward

Variable Frequency Drives are necessary in order to run the pumps and be able to regulate the water pressure. Three (3) of these, along with three (3) Reactors, were struck by lightning and had to be replaced as an emergency purchase. Deputy City Manager Sloan stated that the issue needs to be solved by February 2024. Mr. James wanted clarification of whether he will be charged \$100 per day. Mr. Sloan is requesting something in writing that states he will not be charged the \$100/day until the issue is resolved.

Moved by Omar Arroyo

Seconded by Morris West

Staff recommends the approval of an emergency purchase of three (3) Hitachi Variable Frequency Drives and three (3) Reactors from Coastal Pump & Equipment for the water plants that were hit by lightning, in order to run pumps and regulate water pressure throughout the City.

Carried

Amendment:

7. PUBLIC COMMENTS - REGARDING ITEMS NOT ON THE AGENDA (3 Minutes)

Sharon Garrett off of Carl Boozer Road inquired about the agreement between the Cassidy group and the City. City Clerk Lauther stated that the road agreements are between the developer and the County. Attorney Reilly gave a clarification that the agreements are with the County.

Dr. Kenneth James-1315 5th Street, NE, Winter Haven, FL- Mr. James had a concern of the lots with the trailers parked on the lots that they own.

8. CITY MANAGER'S REPORT

City Manager Elensky gave an update on the EOC and the City annex. Pyrtle Construction was selected as the CMAR (Construction Manager At Risk). On November 16, 2023 there will be a review and voted on by the Commission. Upon approval a

contract will be created and approved at a later meeting. Commissioner West inquired as to whether a ground breaking ceremony will be conducted. Commissioner Huffman stated that the EOC project is at least five (5) years old and these projects are taking too long. Commissioner Huffman stated a sign should be placed to indicate what is coming along with a rendering of the project.

At this time, City Manager Elensky had Chandra Hall, HR Director give an update on the evaluations to be done on the City Manager. City Manager Elensky would like to meet individually with the Commission to review the evaluation feedback. Director Chandra Hall will email the evaluation as well if they want to

9. CITY CLERK'S REPORT

City Clerk Lauther stated that training is underway with the TMD department to get the Live Streaming up and running.

10. CITY ATTORNEY'S REPORT

11. COMMISSION COMMENTS

Commissioner West thanked the local law enforcement and everyone that supported the March against gun violence.

Commissioner Smith- no comment

Commissioner Huffman inquired about grants to purchase smoke detectors and batteries to identify homes that are in need. City Manager Elensky stated an event will be done and distributed. Deputy City Manager Sloan stated that this program was done in the past and this program will be implemented again. Commissioner Huffman states that Code Enforcement is too reactive. Commissioner Huffman is asking about a process to be put in place so that the resident is not hit twice with the same violation.

Vice-Mayor Arroyo stated that there is an extra seat on the TPO. Vice-Mayor Arroyo stated that he is interested in sitting on the board for the TPO.

Vice-Mayor Arroyo inquired about a workshop to be done to have some rules and regulations for food trucks. Commissioner Huffman is in favor of the food trucks however some rules do need to be in place. Consistency is needed.

There have been quite a few calls to the Vice-Mayor regarding the trailers. Vice-Mayor Arroyo states that there is nowhere to park. There were talks for a parking garage and there is still nothing happening. City Manager Elensky states that he will be working on this project in the coming days. Vice-Mayor Arroyo states that it appears that the City

has not been getting the information needed to the developer. City Manager Elensky will be meeting with Mr. Gary Kenny to get more information.

12. ADJOURNMENT

Without any further business the meeting was adjourned at 9:50 PM.

H.L. Roy Tyler, Mayor

Sharon Lauther, MMC, City Clerk

Resolution No. 23-1770

AMENDMENT TO THE REPUBLIC
SERVICES GARBAGE AND REFUSE
COLLECTION OPERATIONS CONTRACT

CONSIDERATIONS

1. RENEWAL TERM MODIFICATION
2. RATES
3. ANNUAL INCREASES

Commercial Pickup Rates

\$ 10.00	as of 1/1/24					
	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
2 yard	86.60	173.20	259.80	346.40	433.00	519.60
4 yard	173.20	346.40	519.60	692.80	866.00	1,039.20
6 yard	259.80	519.60	779.40	1,039.20	1,299.00	1,558.80
8 yard	346.40	692.80	1,039.20	1,385.60	1,732.00	2,078.40
\$ 8.66	as of 1/1/23					
	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
2 yard	74.97	149.94	224.91	299.88	374.85	449.82
4 yard	149.94	299.88	449.82	599.76	749.70	899.64
6 yard	224.91	449.82	674.73	899.64	1,124.54	1,349.45
8 yard	299.88	599.76	899.64	1,199.51	1,499.39	1,799.27

Most recent contract extension and bid rate in 2023:

Fort Meade (contract start date 6/1/2023)

- Residential: \$26.02/home
- \$10/month for each additional cart
- 6% annual automatic Price Increase
- **Limited** Yard Waste
- **Limited** Bulk
- Commercial: \$10/yd

Mulberry (contract start date 8/1/2023):

- Residential: \$23.99/home
- 6% annual automatic Price Increase
- **Limited** Yard Waste
- Every other week residential recycle and bulk collection
- Commercial: \$10/yd

Recommendation

- Modify the Renewal Term from 3 years to 5 years
 - Elect to Renew: New Expiration December 31, 2028
- Rates :
 - New Rates: Residential \$ 28.47 / Commercial \$10.00 per Yard
 - Current Rates: Residential \$ 15.27 / Commercial \$8.67 per Yard
- Delete and Replace Sections 6.12 (1), (3), (4), and (5) with:
 - "Annual Rate increase of the lesser of (i) 6% each year or (ii) 12 month rolling Garbage and Trash Collection CPI Index + 1.25%

If Approved:

- BUDGET AMENDMENT REQUIRED – APPROX. \$2.5M ADJUSTMENT FOR REVENUES AND EXPENSES
- TOTAL COST PROJECTION \$6,500,000

If Denied:

- CITY TO ISSUE RFP

MEMORANDUM

TO: TERRELL GRIFFIN, PARKS AND RECREATION DIRECTOR
FROM: FRED REILLY, CITY ATTORNEY
RE: STATUTORY AUTHORIZATION TO EXPEND PUBLIC FUNDS FOR THE MAINTENANCE, UPKEEP AND REPAIR OF ROADS WITHIN THE CEMETERY ROAD CEMETERY
DATE: OCTOBER 27, 2023

The purpose of this Memorandum is to address the City of Haines City's (the "City") expenditure of public funds for the care and maintenance of the Cemetery Road Cemetery (aka the Oakland South Cemetery) including specifically the maintenance, upkeep and repair of roads therein.

BACKGROUND

A copy of the Polk County Property Appraiser's Record for the Cemetery Road Cemetery and an Aerial Map are attached to this Memorandum.

The Cemetery Road Cemetery is Parcel ID No. 27-27-16-740500-041900 and comprises 4.89 acres.

The Cemetery Road Cemetery is an abandoned cemetery as set forth in Section 497.284, Florida Statutes.

STATUTORY AUTHORIZAION

Section 497.005(11), Florida Statutes, defines the terms "care and maintenance" concerning cemeteries as governed by Chapter 497. The full text of Section 497.005(11) is shown below. "Care and maintenance" expressly include the "maintenance, upkeep, and repair of drains, water lines, roads, buildings, and other improvements."

Section 497.284, Florida Statutes, provides for a municipality which has within its jurisdiction an abandoned cemetery or a cemetery that has not been reasonably maintained for a period in excess of 6 months may, upon notice to the department, take such action as is necessary and appropriate to provide for maintenance and security of the cemetery.

In addition, Section 497.284 expressly provides for “the solicitation of private funds and the expenditure of public funds for the purposes enumerated in this subsection” which include the maintenance of an abandoned cemetery. The full text of Section 497.284 is shown below.

On or about 2015, the City provided notice to the Department of Financial Services pursuant to Section 497.284, Florida Statutes, that the Cemetery Road Cemetery was within the City’s jurisdiction and that the City would take such action as is necessary and appropriate to provide for maintenance and security of the Cemetery Road Cemetery.

Based on the foregoing, the City is duly authorized by Section 497.284, Florida Statutes, to expend public funds for the care and maintenance of the Cemetery Road Cemetery including the maintenance, upkeep and repair of roads therein.

FLORIDA STATUTES

Section 497.005 (Definitions).

(11) “Care and maintenance” means the perpetual process of keeping a cemetery and its lots, graves, grounds, landscaping, roads, paths, parking lots, fences, mausoleums, columbaria, vaults, crypts, utilities, and other improvements, structures, and embellishments in a well-cared-for and dignified condition, so that the cemetery does not become a nuisance or place of reproach and desolation in the community. As specified in the rules of the licensing authority, “care and maintenance” may include, but is not limited to, any or all of the following activities: mowing the grass at reasonable intervals; raking and cleaning the grave spaces and adjacent areas; pruning of shrubs and trees; suppression of weeds and exotic flora; and maintenance, upkeep, and repair of drains, water lines, roads, buildings, and other improvements. “Care and maintenance” may include, but is not limited to, reasonable overhead expenses necessary for such purposes, including maintenance of machinery, tools, and equipment used for such purposes. “Care and maintenance” may also include repair or restoration of improvements necessary or desirable as a result of wear, deterioration, accident, damage, or destruction. “Care and maintenance” does not include expenses for the construction and development of new grave spaces or interment structures to be sold to the public.

497.284 Abandoned cemeteries; immunity; actions.—

- (1) Notwithstanding any provision of law to the contrary, a county or municipality which has within its jurisdiction an abandoned cemetery or a cemetery that has not been reasonably maintained for a period in excess of 6 months may, upon notice to the department, take such action as is necessary and appropriate to provide for maintenance and security of the cemetery. The solicitation of private funds and the expenditure of public funds for the purposes enumerated in this subsection are hereby authorized, provided that no action taken by a county or municipality under this subsection shall establish an ongoing obligation or duty to provide continuous security or maintenance for any cemetery.
- (2) No county or municipality nor any person under the supervision or direction of the county or municipality, providing good faith assistance in securing or maintaining a cemetery under subsection (1), may be subject to civil liabilities or penalties of any type for damages to property at the cemetery.
- (3) A county or municipality that has maintained or secured a cemetery pursuant to the provisions of subsection (1) may maintain an action at law against the owner of the cemetery to recover an amount equal to the value of such maintenance or security.

Submitted this 27th day of October, 2023.

Fred Reilly, City Attorney
Reilly International Law Firm, P. A.
P. O. Box 2039
Haines City, FL 33845
Tel. (310) 927-3954
Email: fredreilly@attorney-solicitor.com

Exempt Value (County) \$2,445
 Taxable Value (County) \$0

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

Values by District (2023)

District Description	Final Tax Rate	Assessed Value	Final Assessed Taxes	Exemption	Final Tax Savings	Taxable Value	Final Taxes
BOARD OF COUNTY COMMISSIONERS	6.685200	\$2,445	\$16.35	\$2,445	\$16.35	\$0	\$0.00
POLK COUNTY SCHOOL BOARD - STATE	3.160000	\$2,445	\$7.73	\$2,445	\$7.73	\$0	\$0.00
POLK COUNTY SCHOOL BOARD - LOCAL	2.248000	\$2,445	\$5.50	\$2,445	\$5.50	\$0	\$0.00
CITY OF HAINES CITY	7.589500	\$2,445	\$18.56	\$2,445	\$18.56	\$0	\$0.00
SOUTHWEST FLA WATER MGMT DIST	0.204300	\$2,445	\$0.50	\$2,445	\$0.50	\$0	\$0.00
		Assessed Taxes:	\$48.64	Tax Savings:	\$48.64	Total Taxes:	\$0.00

Taxes

Desc	Last Year	2023 Final
Taxing District	HAINES CITY/SWFWMD (Code: 90420)	HAINES CITY/SWFWMD (Code: 90420)
Millage Rate	20.0265	19.8870
Ad Valorem Assessments	\$0.00	\$0.00
Non-Ad Valorem Assessments	\$0.00	\$0.00
Total Taxes	\$0.00	\$0.00

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

Prior Year Final Values

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

2022

Land Value	\$2,445.00
Building Value	\$0.00
Misc. Items Value	\$0.00
Just Value (Market)	\$2,445.00
SOH Deferred Val	\$0.00
Assessed Value	\$2,445.00
Exempt Value (County)	\$2,445.00
Taxable Value (County)	\$0.00

2021

Letter ANSI A Landscape



Roads

- Railroads
- Gov't Lots

Waterbodies

- Parcels
- Subdivisions

Municipal Boundaries

- Surrounding Counties
- E911 Site Address Points

Lot and Block Text

- PLSS Townships
- Conservation Easement

Dimensions_ParcelFabric

- PLSS Sections
- HALFFOOT2020

Misc Text

- PLSS Boundaries
- Red: Band_1 Red: Band_1

0 112.5 225 450 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

PROPERTY APPRAISER

Marsha M. Faux, CFA, ASA
 Property Appraiser
 Polk County, Florida

October 27, 2023



HAINES CITY

WWW.HAINESCITY.COM

CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners
Through: James R. Elensky, City Manager
From: Thomas Murphy Jr., Fire Chief
Date: November 16, 2023
Subject: Fire Department Stryker LUCAS Device Purchases

Executive Summary

Approve purchase of three (3) Stryker LUCAS mechanical chest compression system to be placed on fire suppression apparatus to improve our emergency medical response and treatment.

Staff Contact: Thomas Murphy Jr.

Introduction

The intent of this item is to request approval from the City Commission to purchase three (3) Stryker LUCAS mechanical chest compression systems to be placed on fire suppression apparatus to improve our emergency medical response and treatment.

Background

The Haines City Fire Department is continuing to improve the emergency medical care provided to the citizens of Haines City. As the department progresses and increase patient care services are provided, HCFD is committed to utilizing the best technology and equipment available to ensure the best patient outcomes are possible during emergency medical scenarios. The Stryker LUCAS mechanical chest compression system provides continuous accurate chest compressions and has proven an increase in survival rates for patients in cardiac arrest.

The purchase of these units would allow a timelier application and increased survivability to the citizens of Haines City instead of waiting for the arrival of Polk County Ambulance for the equipment. All personnel are currently trained and implementation of the equipment would be instantaneous upon arrival for an immediate impact to our citizens.

Additionally, these units will serve as the foundation to a progressive approach to cardiac arrests utilizing the new “HeadsUp CPR (Neuroprotective CPR)” guidelines. This cardiac arrest approach will be



conducted in conjunction with Polk County Fire Rescue and we will be on forefront for improved cardiac arrest outcomes for our citizens.

With this program, Polk County Fire Rescue will be providing three (3) Elegend Patient Positioning Devices at no cost to Haines City Fire Department. The cost of these devices are approximated \$8,500 each which would provide a savings of \$25,500 to implement the Neuroprotective CPR program. Additionally, Polk County Fire Rescue will furnish all disposable (single use) supplies associated with both pieces of equipment. This purchase is being acquired through a piggyback contract with Polk County.

Organizational Goal(s)

Safety: Provide responsive public services that protect the health, welfare and safety of the community.

Budget Impact

The budget impact for fiscal year 2023/2024 is \$67,794.87. The item is not currently budgeted, but will come from capital outlay GL 001-10-52-2-6-64-10 and in place of the budgeted FireDdepartment brush truck replacement.

Recommendation

Staff recommends City Commission approve the request to purchase three (3) Stryker LUCAS devices for the Fire Department to improve our emergency medical response and treatment.



10.1.2024 LUCAS budgetary quote

Quote Number: 10785527

Version: 1

Prepared For: POLK COUNTY EMS

Attn:

Rep: Paige Vanderwall

Email: paige.vanderwall@stryker.com

Phone Number:

Quote Date: 10/27/2023

Expiration Date: 10/20/2023

Contract Start: 09/20/2023

Contract End: 09/19/2024

Note: pricing is piggybacking off of Polk County's equipment contract.

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	3	\$17,232.92	\$51,698.76
2.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	3	\$1,166.25	\$3,498.75
3.0	11576-000071	LUCAS External Power Supply	PCE	3	\$369.00	\$1,107.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	6	\$693.75	\$4,162.50
5.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	PK	1	\$496.50	\$496.50
6.0	11576-000090	LUCAS Grip Tape (3-pack) for Slim Back Plate	PCE	1	\$69.00	\$69.00
7.0	11576-000051	LUCAS Patient Wrist Straps (3-pack)	PK	1	\$269.25	\$269.25
8.0	21576-000075	LUCAS Stabilization Strap (4 pack)	PK	1	\$294.00	\$294.00
Equipment Total:						\$61,595.76

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
9.1	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device 10/28/2023 - 10/27/2024 Parts, Labor, Travel Preventative Maintenance Batteries Service	3	\$1,719.00	\$5,157.00
ProCare Total:					\$5,157.00



10.1.2024 LUCAS budgetary quote

Quote Number: 10785527

Version: 1

Prepared For: POLK COUNTY EMS

Attn:

Rep: Paige Vanderwall

Email: paige.vanderwall@stryker.com

Phone Number:

Quote Date: 10/27/2023

Expiration Date: 10/20/2023

Contract Start: 09/20/2023

Contract End: 09/19/2024

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,042.11
Grand Total:	\$67,794.87

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

ProCare® Services

3800 E. Centre Ave.
 Portage MI 49002 USA
 1 800 STRYKER
 stryker.com

To:	Whom it may concern
Subject:	Emergency Care parts and service
Date:	May 2022

Stryker’s Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker’s products.

Stryker employs its own field service team (known as ProCare Services) to service its products and only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker’s Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD powered fastener system
- Power-PRO 2 powered ambulance cot
- Power-PRO XT powered ambulance cot
- Stair-PRO
- LUCAS 3, v3.1 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e defibrillator/monitor
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus defibrillator/LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker’s home offices in Portage, MI, U.S. and Redmond, WA, U.S. Calibration and training records are available upon request.

Stryker’s quality team reviews and documents service repairs. We track and trend service to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available upon request.

Please contact your local Stryker representative with questions.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LIFEPAK, LIFEPAK CR, LUCAS, Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker’s trademark or other intellectual property rights concerning that name or logo.



HAINES CITY

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

Through: James R. Elensky, City Manager

From: James Keene, Public Services Administrator

Date: November 16, 2023

Subject: Jones Edmunds Design Proposal for the 3-Mile Force Main

Executive Summary

Approve requested design services proposal for the 3-mile force main from Lift Station No. 22 to the Wastewater Treatment Plant.

Staff Contact: James Keene, Public Services Administrator

Introduction

The intent of this item is to request approval of the Design Services proposal for the 3-Mile Force Main with Jones Edmunds, which is an approved firm under RFQ 20-02 Professional Services Continuing Contract.

Background

The City has experienced significant growth over the last few years, causing a strain on the wastewater infrastructure. One of the areas that requires improvement is conveyance from Lift Station No. 22 to the Wastewater Treatment Plant.

Organizational Goal(s)

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

Budget Impact

The entire 3-Mile Force Main project is estimated to cost \$3,000,000 including the design and is included in the 2023-2024 budget under ADG account #401-10-53-6-6-64-10.

Recommendation

Staff recommends the City Commission approve the Proposal for Design Services with Jones Edmunds of the 3-Mile Force Main from Lift Station No. 22 to the Wastewater Treatment Plant, totaling \$201,298.

November 07, 2023

James Keene
Infrastructure Director
City of Haines City
300 N. 5th Street
Haines City, Florida 33844

RE: City of Haines City
Proposal for Design Services of 3 Mile Force Main
Jones Edmunds Opportunity No.: 95350-226-23

Dear Mr. Keene:

Jones Edmunds is pleased to provide Haines City with the attached Scope of Services and preliminary force main route plan.

The City has experienced significant growth over the last few years, causing a strain on the water and wastewater systems' aging infrastructure. One of the areas that requires improvements is conveyance from Lift Station 22 to the wastewater treatment plant (WWTP). The new force main route will run approximately 3 miles to the WWTP. Jones Edmunds expect that the new force main will be installed concurrently with the replacement/upgrade of Lift Station (LS) No. 22 to provide a new Master Lift Station (MLS) No. 22. These improvements will allow the City to continue to accommodate growth while maintaining the level of service and reliability of your wastewater system. Jones Edmunds' services requested by the City are summarized as preliminary design, final design, permitting, and bidding assistance.

The work described in the attached Scope of Services will begin immediately on issuance of a Notice to Proceed from the City and will be completed on a mutually agreed schedule with the City. Jones Edmunds proposes to complete this project for a lump-sum fee of \$201,298. Invoices for services will be made monthly.

As always, we appreciate this opportunity to serve Haines City and look forward to working with you on this important project. If you have any questions or comments, please contact me at (863) 307-5683 or dplavcan@jonesedmunds.com.

Sincerely,



C. David Plavcan, PE, MBA
Senior Engineer

Attachments: Scope of Services; Preliminary Plan of Force Main Route.
XC: Brian Icerman, PE, Jones Edmunds

SCOPE OF SERVICES

This Scope of Services describes the tasks required to perform preliminary and final design, permitting, and bid-phase services. These tasks are further described below.

TASK 1 – PROJECT MANAGEMENT AND KICKOFF MEETING

PROJECT INITIATION AND MANAGEMENT

Jones Edmunds will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the City's goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project in conformance with the PMP to the extent possible throughout the contract.

KICKOFF MEETING

Jones Edmunds will conduct a kickoff meeting with Haines City. During the kickoff meeting, the following will be discussed:

- Key issues and the City's objectives and expectations related to the project.
- Availability of and request information that will be used in the project.
- Force main sizing/routing and evaluation criteria.
- Project schedule.

TASK 2 – PRELIMINARY DESIGN (30%)

Jones Edmunds will perform the following for the Preliminary Design:

DATA COLLECTION

- Gather and evaluate data to determine design wastewater flow rates (average, maximum day, and peak hour).
- Review the Master Lift Station (MLS) and force main capacity and sizing recommendations from the City's Consultant who is currently preparing a Wastewater Master Plan and a hydraulic model for the City.
- Attend a 1-day site evaluation including meeting with City operations and other staff to review preliminary data and calculations, discuss their input and needs for the project, and visit the force main route.
- When the hydraulic model is completed, request specific dynamic model simulations to determine the optimum force main size and route. Use the hydraulic model developed by the City's Consultant as a starting point for designing the pipeline.

- Request the following wastewater transmission system information from the City before the kickoff meeting:
 - The most recent City geodatabases of the existing impacted infrastructure upstream and downstream of the proposed MLS, including force mains, sizes, and lift-station locations.
 - Available Record Drawings and Specifications not previously obtained from the City.
 - Development plans along the expected force main route.
- Request that the City’s Consultant analyzes the hydraulics of the manifolded lift stations upstream of the proposed MLS to determine the impacts of a conventional wet well pump station versus an in-line booster pump station.

TECHNICAL MEMORANDUM

Jones Edmunds will prepare a Technical Memorandum (TM) that summarizes the results of the tasks previously described. The TM will establish design criteria for the size and route selection for a new force main, including recommendations for proceeding with the next phase of the project – permitting and final design. We will provide a draft TM to the City for review, attend one meeting to review City comments and discuss final recommendations, and prepare and submit a final TM within 1 week of the review meeting. Jones Edmunds will distribute electronic copies of the review meeting minutes to meeting attendees by email. The meeting minutes will include dispositions of the City’s comments.

30% DESIGN

Jones Edmunds will develop preliminary (30%) Construction Drawings. The 30% Design will include routing, restrictions, utility locations, right-of-way issues, a preliminary list of Technical Specifications, and design calculations. The Drawings will include General, Civil, and Mechanical Drawings. Critical issues will be identified such as the connections at LS No. 22 and the WWTP, roadway crossings, and any environmental restrictions or permit issues that need to be addressed.

PERMITS

Jones Edmunds will contact the Florida Department of Environmental Protection (FDEP), Polk County, and Haines City to discuss the proposed routing and environmental issues with the permitting authorities. We will then identify the required federal, state, and local permits required and will prepare preliminary documentation (Task 6).

DRAWINGS

Drawings that include completed topographic and right-of-way surveys (provided by the City) together with any environmental or permit restrictions will be submitted to the City including any existing conditions and utilities and a preliminary layout of the force main route, the preliminary MLS plan, and a cross-section of the route.

Jones Edmunds will participate in a review meeting at the City’s administrative offices to discuss and obtain comments. Changes agreed to at the meeting will be incorporated into the documents.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (EOPCC)

Jones Edmunds will develop an EOPCC based on the evaluated alternatives. The cost opinions will include the force main and MLS alternatives. The cost opinions' accuracy range will be a Class 4 estimate in accordance with the Association for the Advancement of Cost Engineering International's *Cost Estimate Classification System* (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest. A conceptual design is expected to be a Class 4 estimate with a range of accuracy between -15 percent to +50 percent.

DELIVERABLES

Jones Edmunds will provide electronic copies of all 30% deliverables including the Technical Memorandum, List of Preliminary Specifications, 30% Design Drawings, and EOPCC in PDF to the City. Jones Edmunds will distribute electronic copies of the design review meeting minutes to meeting attendees by email. The meeting minutes will include dispositions to the City's comments.

TASK 3 – ENVIRONMENTAL ASSESSMENT FOR WETLANDS, AND THREATENED AND ENDANGERED SPECIES

Jones Edmunds will delineate jurisdictional wetlands and surface waters along the proposed route and locate key flags using a handheld GPS unit. A preliminary wetland/surface water map will be generated and provided to a registered surveyor to locate.

During the wetland delineation effort, Jones Edmunds will complete a Fish and Wildlife Conservation Commission (FWC) compliant gopher tortoise survey and a preliminary sand skink assessment to determine the presence of these species and their habitat within the proposed project corridor. Burrows will be staked and located using a hand-held GPS unit with 3-5 meter accuracy. A map of the gopher tortoise locations will be generated and provided to a registered surveyor to locate. The wetland and surface water lines as well as the gopher tortoise burrow locations will be incorporated into the final design drawings.

The project site is within the sand skink U.S. Fish and Wildlife Service (USFWS) consultation area and thus consultation with this agency will be required. After field investigations, the Consultant will prepare and submit a letter to the USFWS presenting our findings and consult with the USFWS local office to determine if a formal sand skink coverboard survey is required for any portion of the project site. If coverboard survey is required, we will provide a separate scope and fee estimate for this service.

The Consultant will prepare a report summarizing the results of the site assessment which will be incorporated into the Task 6 permit packages. This task also includes a site visit with the FDEP to confirm presence/absence of jurisdictional wetlands and surface waters and the USFWS to review presence/absence of potential sand skink habitat.

TASK 4 – GEOTECHNICAL INVESTIGATION

Jones Edmunds will authorize a geotechnical consultant to perform a subsurface soil exploration and evaluation along the proposed approximately 3-mile force main route. The

work will consist of up to 30 auger borings a depth of 10 feet below land surface each and spaced approximately 500 feet apart. For road crossings, a 30-foot-deep boring will be made on each side of the roadway.

TASK 5 – FINAL DESIGN (90% AND 100%)

Jones Edmunds will develop Construction Drawings, Technical Specifications, and Design Calculations. The Drawings will consist of General, Civil, and Mechanical Drawings and will use Jones Edmunds’ presentation standards. City-provided details will be used to the extent practical. A preliminary list of Force Main Drawings follows:

DWG No.	Title
G-1	Cover Sheet
G-2	Drawing Index and Designations
G-3	Abbreviations
G-4	General Notes
G-5	Surveyor’s Notes, Abbreviations, Benchmarks and Legends
G-6	Civil Legend, and Pipe Schedule
G-7	Key Map
C-1 to C30	Plan and Profile Sheets
C-31 to C-32	Johnson Road Plan and Profile
C-33	Johnson Road Crossing Details
C-34	Sections
C-35	Typical Cross-Section 1
C-36	Typical Cross-Section 2
C-37 to C-44	Civil Details

The Force Main Drawings will be prepared with the following scales:

- Horizontal: 1 inch = 50 feet (full-size 22-x-34-inch); and 1 inch = 100 feet (half-size sheets 11-x-17-inch).

Where significant utility conflicts occur, plan and profile details will be prepared with the following scales:

- Call Sunshine 811 regarding potential utility conflicts and provide them with force main route drawings.
- Coordinate with 1 inch = 5 feet (full-size 22-x-34-inch); and 1 inch = 10 feet (half-size sheets 11-x-17-inch).

Jones Edmunds will use the standard Construction Standards Institute (CSI) 16-division-format Technical Specifications for this project. We will customize the Specifications based on comments from the City. The City will provide the Bidding and Construction Contract

Documents (front ends) for the project. We will review and provide comments on the City's Bidding and Construction Contract Documents.

Task 5 will consist of two submittals – 90% Design and 100% Design (Bid).

90% DESIGN SUBMITTAL

The 90% Design Submittal package will be submitted to the City for review and comment and will include the following:

- 90% Design Drawings.
- 90% Technical Specifications.
- Draft Permit Applications (FDEP, the Florida Department of Transportation (FDOT), and Polk County).
- Engineer's Opinion of Probable Construction Cost.

Jones Edmunds will participate in a review meeting to discuss and obtain final comments from the City. Changes agreed to at the meeting will be incorporated into the Final Design Submittal documents.

DELIVERABLES

Jones Edmunds will provide electronic copies to the City for the 90% Design Submittal package. Jones Edmunds will distribute electronic copies of the design review meeting minutes to meeting attendees by e-mail. The meeting minutes will include the dispositions of the City's comments.

100% DESIGN (BID) SUBMITTAL

The 100% Design Submittal (Bidding Documents) package will be submitted to the City and will include the following:

- 100% Design Drawings – updated Drawings from 90%.
- 100% Technical Specifications – updated Specifications from 90%.
- Final Permit Applications for City signature and submittal to the appropriate Agencies.

DELIVERABLES

Jones Edmunds will provide two paper copies and one electronic copy (.pdf and/or AutoCAD format) of the previously indicated items to the City for the Final Design Submittal. One Design Drawings package will be half size (11-x-17-inch) and one Design Drawings package will be full size (22-x-34-inch), both signed and sealed.

TASK 6 – PERMITTING ASSISTANCE

Jones Edmunds will provide the following permitting services:

FDEP PERMITTING

- Prepare an FDEP *Domestic Wastewater Collection/Transmission System* permit application package, including forms, calculations, exhibits, maps, and drawings for the

new force main for redirecting wastewater from the Lift Station No. 22 site to the Haines City WWTP. The application package will be provided to the City for review, approval, and signatures before being submitted to FDEP.

- Respond to one FDEP Request for Additional Information (RAI).
- Following construction, prepare a *Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation* application form.

FDOT AND COUNTY PERMITTING

- Call Sunshine 811 regarding potential utility conflicts and provide them with Force Main Route Drawings.
- Coordinate with all known utilities having potential utility conflicts.
- Prepare one FDOT Utility Permit and one County Utility Permit application for submittal.
- Respond to one RAI for each application.

TASK 7 – BIDDING ASSISTANCE

For bidding-phase assistance, Jones Edmunds will provide the following services:

- Attend one pre-bid meeting and a pre-bid site visit (if required).
- Prepare up to three Bid Addenda as required to address/respond to questions and comments submitted to the City by prospective bidders.
- Tabulate and evaluate the submitted bids and provide a bid evaluation letter to the City for award.

SCHEDULE

Jones Edmunds will begin work on this project on receipt of a Notice to Proceed (NTP) from the City. The schedule for this project will be based on mutual agreement between the City and Jones Edmunds. Preliminarily, the project tasks are estimated to be completed as follows:

Task	Calendar Days from NTP
1 – Project Management and Kickoff Meeting	14
2 – Preliminary Design (30%)	70
3 – Environmental Assessment for Wetlands, & Threatened and Endangered Species	56
4 – Geotechnical Investigation	45
5 – Final Design (90% and 100%)	270
6 – Permitting Assistance	270
7 – Bidding Assistance	360

EXCLUSIONS AND CONDITIONS

The following items are exclusions to or conditions of this Scope of Services:

- Completion of a funding application and agreements as well as other funding coordination is excluded from this Scope of Services. Jones Edmunds can provide funding services on request with an amendment to the Scope and Fee.
- The project schedule assumes that the Kickoff Meeting will occur within 14 days of the NTP.
- The City will provide requested data within 1 week after the Kickoff Meeting.
- Jones Edmunds will coordinate with the City's Master Plan and Hydraulic modelling Consultant, to obtain data and projected flow rates. Jones Edmunds' understanding is that the City's Consultant is not scheduled to complete the master plan until after we complete the force main final design. Jones Edmunds will request and coordinate initial data for use in the forcemain design and final data as soon as it is available, which may result in revising sizing and design components in the final design phase that differ from the preliminary design and TM.
- The City will provide comments to draft submittals within 7 calendar days of receiving the submittal.
- All permit application fees will be paid by the City.
- Design of force mains will be presented in plan-view only except in areas of significant utility conflicts and any horizontal directional drill locations.
- The project will not require modifications to existing roads.
- The City will complete any activities related to zoning, comprehensive planning, fire-department approvals, building-permitting approvals, and easements.
- Except for basic plantings and grassing, detailed landscape plans are excluded from this Scope of Services.
- Wetland mitigation design and permitting are excluded from this Scope of Services.
- Archaeological surveying and permitting are excluded from this Scope of Services.
- Hazardous materials (e.g., asbestos, metals, polychlorinated biphenyls) investigation, testing, analysis, and abatement design are excluded from this Scope of Services.
- The project site is assumed to be free of soil and groundwater contamination.
- A tree clearing permit, if required, will be obtained by the Construction Contractor.
- Water use permitting required by the Southwest Florida Water Management District for dewatering activities is excluded from this Scope of Services; this is normally handled by the Construction Contractor, if required.
- Revisions to the Design Drawings and Technical Specifications due to a change in existing conditions at the site during design are excluded from this Scope of Services.
- Significant changes to the pipeline route from that presented in the proposed force main route plan attached to the cover letter of this Scope of Services, will require additional Scope and Fee.
- If threatened and endangered species permitting is required, we will provide a separate scope and fee.
- Survey and SUE will be provided by the City's continuing service provider. Jones Edmunds will generate a scope of services for the Survey and SUE services.

- The fee for the Task 5 Geotechnical is an allowance. If the actual services required under this Task exceed the allowance, an additional fee will be required.

COMPENSATION

Jones Edmunds proposes to perform this Scope of Services for Tasks 1 through 7 for a lump-sum fee of \$201,298. A task breakdown of the fee estimate is as follows:

Task	Total Cost
1 – Project Management and Kickoff Meeting	\$13,976
2 – Preliminary Design (30%)	\$72,821
3 – Environmental Assessment for Wetlands, Gopher Tortoises, Threatened and Endangered Species	\$14,327
4 – Geotechnical Investigation	*\$15,267
5 – Final Design (90% and 100%)	\$72,465
6 – Permitting Assistance	\$5,465
7 – Bidding Assistance	\$6,977
Task Order Total Fee	\$201,298

Note: *Time & Materials Cost

Approved by:

City of Haines City

H.L. "Roy" Tyler - Mayor

Date

THIS INSTRUMENT PREPARED BY
Sharon Lauther, MMC
City Clerk
HAINES CITY
620 East Main Street
HAINES CITY, FLORIDA 33844
PLEASE RECORD & RETURN TO PREPARER

THIS INDENTURE, Made this 16th day of November, 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 Sherley I. Baez , whose permanent address is 393 Arlington Cir 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 \$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 Sherley I. Baez 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: COL3 Lot : EAST Space: B1

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, MMC, 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, MMC
City Clerk
HAINES CITY
620 East Main Street
HAINES CITY, FLORIDA 33844
PLEASE RECORD & RETURN TO PREPARER

THIS INDENTURE, Made this 16th day of November, 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 **Myma Nauth**, whose permanent address is **713 Gentry Court Gotha, FL 34734** 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 Myma Nauth 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: F Lot : 17 Space: 7

together with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or otherwise 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, MMC, 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)



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: November 16, 2023

Subject: RES Proposal for Phase II Environmental Audit of 0 4th Street, Haines City, Florida

Executive Summary

Approve the RES proposal for a Phase II Environmental Audit for the real property located at 0 4th Street, Haines City, Florida (the “Subject Property”).

Staff Contact: Fred Reilly, City Attorney

Introduction

The intent of this item is to seek City Commission approval of the RES proposal for a Phase II Environmental Audit for the real property located at 0 4th Street, Haines City, Florida (the “Subject Property”).

Background

The Phase I Environmental Audit of the Subject Property indicated that a dry-cleaning business was previously located on the Subject Property. To assess the environmental condition of the Subject Property prior to the completion of the Eminent Domain case (against Bowen TV and McCall) and the transfer of the Subject Property to the City, the Phase II Environmental Audit is the next appropriate step in the process.

City Attorney Fred Reilly has coordinated with Attorney Michael Sznajstajler (the City’s Brownfields special counsel) to obtain a proposal for the Phase II Environmental Audit from RES. RES is one of the City’s continuing services vendors.

Attached hereto is the proposal from RES to assist with the Phase II Environmental Audit. The proposal is based on the draft Phase I that WSP has prepared. RES’s scope of work includes the use of ground penetrating radar and the collection of soil and groundwater samples. RES proposes to install up to 18 soil borings, collect up to 30 soil samples (from various depths), install 3 groundwater wells, and collect 3 groundwater samples.



HAINES CITY

THE HEART OF FLORIDA

The total came in at \$25,700, so we are seeing some savings from the WSP proposal. Please note that there's a possibility that a sonic drill rig may be required to complete the well installation work. RES encountered this issue when working on the former fertilizer plant. If the sonic drill rig is necessary, the cost will increase to \$36,549, which is still a significant savings from WSP's proposal.

The City Commission had previously approved a ten percent (10%) cost contingency in the Eminent Domain case to address issues that arise with the Subject Property. Since the RES proposal exceeds the City Manager's spending limitation, it is appropriate to seek the City Commission's approval of the RES proposal.

Finally, RES has indicated that they will be able to proceed with the Phase II Environmental Audit within 10 days of the approval of the proposal (subject to scheduling). This quick turnaround is important because we are moving towards a final resolution of the Eminent Domain case and it is imperative to complete the Phase II Environmental Audit prior to completion of the case.

City staff recommend that it is in the best interest of the citizens and residents of the City to approve the RES proposal for the Phase II Environmental Audit.

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 2024 is an up to amount of \$36,549 and will be expensed to the Buildings GL under the General Government department.

Recommendation

Staff recommends approval of the RES proposal for a Phase II Environmental Audit for the real property located at 0 4th Street, Haines City, Florida (the "Subject Property").



34 East Pine Street
Orlando, FL 32801

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

November 2, 2023

City of Haines City
620 E Main Street
Haines City, Florida 33844
C/O Michael Sznajstajler
Cobb Cole

Attorney-Client Privileged Communication

**Subject: Proposal for Phase II Environmental Site Assessment
0 N 4th Street Parcel
0 N 4th Street, Haines City, Florida
RES Project Number PRJ110129**

Dear Michael,

RES Florida Consulting, LLC d/b/a E Sciences (RES) is pleased to submit this proposal for providing a Phase II Environmental Site Assessment (ESA) for the referenced site in Haines City, Florida. Included, and incorporated as part of this proposal are the background information, the proposed scope of services, our fee, the proposed schedule, and authorization procedures.

Background Information

We understand that a dry cleaner (Modern Cleaners) was located on the parcel that has a current address of 0 4th Street in Haines City, Polk County Florida for over 30 years. The parcel is currently a vacant 0.26-acre parcel of land identified by the Polk County Property Appraiser as Parcel No. 27-27-29-783000-037030. The parcel is currently owned by Pamala McCall, and we understand the City of Haines City is interested in the acquisition of this parcel. RES has been requested to provide a proposal for the implementation of Phase II ESA, to evaluate impacts to the soil or groundwater related to the former onsite dry cleaner.

Proposed Scope of Services

Dry cleaners have the potential to impact the soil and groundwater due to their use of perchloroethylene (PCE) as a cleaning solvent. Drips of PCE onto the floor inside of the facility or spills outside of the building would tend to migrate into the soil, and often the groundwater. Prior to the widespread use of PCE, dry cleaners used petroleum-based solvents for cleaning fluids. While not as likely to migrate to the soil and groundwater as PCE, releases of petroleum-based solvents can also result in impacts to a property. To evaluate the soil and groundwater in the area of the former dry cleaner, RES will utilize our subcontractor SDII Global to conduct a ground penetrating radar (GPR) survey. The survey will be conducted on approximate five-foot gridlines to identify buried utilities on the Site. The GPR will also attempt to identify pits, septic tanks, oil water separators or drying beds that may have been constructed in the subsurface during the operation of the dry cleaner.

Soil samples will be collected using a hand auger or a core sampler from a total of six locations in the area where the former onsite building was located or in the area of anomalies identified during the GPR survey. Soil samples will be collected from the 0-2 foot, 2-4 feet, and 4-6 feet below land surface



(bls) intervals at each location and screened in the field with an organic vapor analyzer. In addition, one additional sample may be collected from a deeper interval. The soil samples will be stored on ice and delivered under proper chain of custody to Eurofins Environmental Testing for laboratory analysis. The samples will be analyzed for volatile organic compounds (VOCs) via EPA method 8260. In addition, one sample from each boring will be analyzed for total petroleum hydrocarbons, via FL-Pro.

We anticipate that groundwater will be located at a depth of approximately 40 feet bls. We will make an initial attempt to collect the groundwater samples using direct push technology (DPT), however, based on our experience in the area, sonic drilling techniques may be required to access the groundwater. In this proposal we have included costs to install wells with both DPT and sonic rigs.

Using the selected approach, we will collect install three monitoring wells in roughly a triangular pattern in the area of the former dry cleaner building. These wells will consist of 1.5 -inch diameter 5-foot pvc screens, with sufficient riser to reach the surface. The wells will be completed at the surface. The relative top of casing will be measured on the three wells, and a groundwater flow direction will be calculated. The wells will be sampled at least 24 hours following installation. The groundwater samples will be analyzed for VOCs. We have assumed that drill cuttings and groundwater generated during drilling activities will be spread on-site. Following receipt of the laboratory data, RES will review the data and prepare a report that will include a summary of the data, figures and tables, as appropriate.

Fee

We propose performing the above scope of services for an estimated fee of **\$25,700 if the wells can be installed with DPT and \$33,549 if sonic is required. In addition, we will invoice you for an additional \$3,000 if we attempt the DPT installation, are unsuccessful, and remobilize with the sonic drill rig.** Breakdowns of our fee estimate for the DPT and sonic drilling are attached. If unforeseen conditions should require services beyond the scope of services described herein, RES will notify you promptly of additional costs necessary to complete the project, prior to proceeding. Services beyond those described herein would be invoiced in accordance with our standard schedule of fees at the applicable rates.

Schedule

We will schedule our field work within 10 days following authorization to proceed. Laboratory analysis of the samples requires an additional two weeks at a minimum following the sampling. Please note this schedule is subject to drill rig availability and laboratory schedules. Our report will be available two weeks after our receipt of the laboratory data.

Authorization

Please provide written authorization to proceed in the form of a Work Order under the terms and conditions of our Retainer Agreement, dated March 25, 2020. We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at 407-481-9006.

Sincerely,

Flormari Blackburn P.E.
Senior Engineer
Attachment:

Fee Breakdowns (DPT and Sonic)

Scott G. Evanson, P.G.
Senior Geologist



Project Name: Haines City Phase II ESA
Client: Haines City
Site: 0 N. Fourth Street
Location: 231 Gore Street, Orlando
Proposal No: PRJ110129

Rates: 2021

DPT sample collection

Name of the Task	Field		Report		PM		TOTALS		
	Rate	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
LABOR									
Principal	\$242	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Chief Eng. / Director / Associate	\$242	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Senior Professional II	\$215	3	\$ 645.00	4	\$ 860.00	0	\$ -	7	\$ 1,505.00
Senior Professional I	\$176	3	\$ 528.00	4	\$ 704.00	8	\$ 1,408.00	15	\$ 2,640.00
Project Professional II	\$149	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Project Professional I	\$132	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Staff Professional II	\$116	40	\$ 4,640.00	18	\$ 2,088.00	8	\$ 928.00	66	\$ 7,656.00
Staff Professional I	\$99	0	\$ -	4	\$ 396.00	0	\$ -	4	\$ 396.00
Technican II	\$88	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Technican I	\$77	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Senior GIS Analyst	\$132	0	\$ -	0	\$ -	0	\$ -	0	\$ -
CADD/GIS	\$99	0	\$ -	6	\$ 594.00	0	\$ -	6	\$ 594.00
Admin Asst / Clerical	\$66	0	\$ -	2	\$ 132.00	0	\$ -	2	\$ 132.00
TOTAL LABOR		46	\$ 5,813.00	38	\$ 4,774.00	16	\$ 2,336.00	0	\$ -
SUBCONTRACTORS									
	Price	Units	Amount	Units	Amount	Units	Amount	Units	Amount
GPR	\$2,500.00	1	\$ 2,500.00	0	\$ -	0	\$ -	1	\$ 2,500.00
drilling	\$5,798.00	1	\$ 5,798.00	0	\$ -	0	\$ -	1	\$ 5,798.00
lab	\$3,460.00	1	\$ 3,460.00	0	\$ -	0	\$ -	1	\$ 3,460.00
	\$35.00		\$ -	0	\$ -	0	\$ -	0	\$ -
	\$105.00		\$ -	0	\$ -	0	\$ -	0	\$ -
	\$250.00		\$ -	0	\$ -	0	\$ -	0	\$ -
(change % that you will be using)		0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL SUBCONTRACTORS + Mark up	0%	3	\$ 11,758.00	0	\$ -	0	\$ -	3	\$ 11,758.00
OTHER DIRECT COSTS (ODC)									
	Price	Units	Amount	Units	Amount	Units	Amount	Units	Amount
equipment (meters, PPE, OVA, Pump)	400	1	\$ 400.00	0	\$ -	0	\$ -	1	\$ 400.00
supplies	200	2	\$ 400.00	0	\$ -	0	\$ -	2	\$ 400.00
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
(change % that you will be using)		0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL OTHER DIRECT COSTS (ODC) + Mark up	0%		\$ 800.00	0	\$ -	0	\$ -	3	\$ 800.00
FIXED COSTS (In House Direct Expenses)									
	Price	Units	Amount	Units	Amount	Units	Amount	Units	Amount
MILEAGE	\$0.75	300	\$ 225.00	0	\$ -	0	\$ -	300	\$ 225.00
COPIES	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
EQUIPMENT	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL FIXED COSTS		300	\$ 225.00	0	\$ -	0	\$ -	300	\$ 225.00
TOTAL LABOR			\$ 5,813.00		\$ 4,774.00		\$ 2,336.00		\$ -
TOTAL SUBCONTRACTORS			\$ 11,758.00		\$ -		\$ -		\$ 11,758.00
TOTAL ODC			\$ 800.00		\$ -		\$ -		\$ 800.00
TOTAL FIXED COSTS			\$ 225.00		\$ -		\$ -		\$ 225.00
TOTAL LABOR AND EXPENSES			\$ 18,596.00		\$ 4,774.00		\$ 2,336.00		\$ 25,706.00



Project Name: Haines City Phase II ESA
Client: Haines City
Site: 0 N. Fourth Street
Location: 231 Gore Street, Orlando
Proposal No: PRJ110129

Rates: 2021

sonic sample collection

Name of the Task	Field		Report		PM		TOTALS		
	Rate	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
LABOR									
Principal	\$242	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Chief Eng. / Director / Associate	\$242	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Senior Professional II	\$215	4	\$ 860.00	4	\$ 860.00	0	\$ -	8	\$ 1,720.00
Senior Professional I	\$176	4	\$ 704.00	4	\$ 704.00	8	\$ 1,408.00	16	\$ 2,816.00
Project Professional II	\$149	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Project Professional I	\$132	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Staff Professional II	\$116	68	\$ 7,888.00	18	\$ 2,088.00	8	\$ 928.00	94	\$ 10,904.00
Staff Professional I	\$99	0	\$ -	4	\$ 396.00	0	\$ -	4	\$ 396.00
Technican II	\$88	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Technican I	\$77	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Senior GIS Analyst	\$132	0	\$ -	0	\$ -	0	\$ -	0	\$ -
CADD/GIS	\$99	0	\$ -	6	\$ 594.00	0	\$ -	6	\$ 594.00
Admin Asst / Clerical	\$66	0	\$ -	2	\$ 132.00	0	\$ -	2	\$ 132.00
TOTAL LABOR		76	\$ 9,452.00	38	\$ 4,774.00	16	\$ 2,336.00	0	\$ -
SUBCONTRACTORS									
	Price	Units	Amount	Units	Amount	Units	Amount	Units	Amount
GPR	\$2,500.00	1	\$ 2,500.00	0	\$ -	0	\$ -	1	\$ 2,500.00
drilling	\$10,202.00	1	\$ 10,202.00	0	\$ -	0	\$ -	1	\$ 10,202.00
lab	\$3,460.00	1	\$ 3,460.00	0	\$ -	0	\$ -	1	\$ 3,460.00
	\$35.00		\$ -	0	\$ -	0	\$ -	0	\$ -
	\$105.00		\$ -	0	\$ -	0	\$ -	0	\$ -
	\$250.00		\$ -	0	\$ -	0	\$ -	0	\$ -
(change % that you will be using)		0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL SUBCONTRACTORS + Mark up	0%	3	\$ 16,162.00	0	\$ -	0	\$ -	3	\$ 16,162.00
OTHER DIRECT COSTS (ODC)									
	Price	Units	Amount	Units	Amount	Units	Amount	Units	Amount
equipment (meters, PPE, OVA, Pump)	400	1	\$ 400.00	0	\$ -	0	\$ -	1	\$ 400.00
supplies	100	2	\$ 200.00	0	\$ -	0	\$ -	2	\$ 200.00
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -
(change % that you will be using)		0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL OTHER DIRECT COSTS (ODC) + Mark up	0%		\$ 600.00	0	\$ -	0	\$ -	3	\$ 600.00
FIXED COSTS (In House Direct Expenses)									
	Price	Units	Amount	Units	Amount	Units	Amount	Units	Amount
MILEAGE	\$0.75	300	\$ 225.00	0	\$ -	0	\$ -	300	\$ 225.00
COPIES		0	\$ -	0	\$ -	0	\$ -	0	\$ -
EQUIPMENT		0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL FIXED COSTS		300	\$ 225.00	0	\$ -	0	\$ -	300	\$ 225.00
TOTAL LABOR			\$ 9,452.00		\$ 4,774.00		\$ 2,336.00		\$ -
TOTAL SUBCONTRACTORS			\$ 16,162.00		\$ -		\$ -		\$ 16,162.00
TOTAL ODC			\$ 600.00		\$ -		\$ -		\$ 600.00
TOTAL FIXED COSTS			\$ 225.00		\$ -		\$ -		\$ 225.00
TOTAL LABOR AND EXPENSES			\$ 26,439.00		\$ 4,774.00		\$ 2,336.00		\$ 33,549.00



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, Development Services Director

Date: November 16, 2023

Subject: Ordinance No. 23-2043 – Amended - Large-Scale Land Use Amendment for Wynnstone Properties – Adoption – Second Reading

Executive Summary

Large-Scale Land Use Amendment from County Residential (RM-X), Residential Low-4X (RM-4X) and Core X to City Low Density Residential – North Ridge (LDR-NR) and Conservation – North Ridge (CON-NR).

Staff Contact: Richard Greenwood, Development Services Director

Introduction

The intent of this item is to request a change in the Future Land Use designation of the properties from County Residential (RM-X), Residential Low-4X (RM-4X and Core X) to City Low Density Residential – North Ridge (LDR-NR) for 397.61 +/- acres that were annexed into the City on October 15, 2020, by Ordinance 20-1704.

Background

Upon voluntary petition and involuntary petition for annexation by the City and the property owners, the City of Haines City annexed 397.61 +/- acres, located west of US Highway 27, West of FDC Grove Road, North of Masee Road and the Charles Cove Subdivision and South of Minute Maid Ramp Road, Haines City, FL. This annexation was completed on or about October 15, 2020, by Ordinance 20-1704.

The subject properties are comprised of the following parcels:

#272630-708000-030030; #272619-705000-040290; #272619-705000-040170
#272619-705000-040190; #272619-705000-040050; #272619-704500-040041

#272619-704500-040141; #272619-704500-040011; #272619-705000-030171
#272619-705000-030210; #272619-705000-030201; #272630-708000-030132
#272619-705000-030012; #272619-705000-040280; #272630-708000-030010
#272631-708500-010150; #272631-708500-010180; #272631-708500-010160
#272631-708500-030230; #272630-708000-040121; #272630-707500-040052
#272630-707500-040053; #272630-708000-040010; #272630-708000-030170
#272630-708000-030131; #272631-708500-030251; #272631-708500-010010
#282731-708000-010020; #272631-708500-010030; #272631-708500-010140
#272631-708500-030270; #272631-708500-030220; #272631-708500-030210
#272631-708500-030280

The subject properties are currently vacant, however, the Wynnstone Residential Planned Unit Development project and two (2) schools will encompass most of these parcels. The Wynnstone project is part of a Community Development District and was approved in Polk County.

On February 4, 2021, the City Commission adopted the Residential Planned Unit Development Zoning with the approved Plan by Ordinance No. 21-1720. We have been using Polk County's land uses, as allowed per Florida Statutes for a one (1) year period, however it is time to request the City's Land Use be put in place from the Department of Economic Opportunity (DEO) for these parcels.

Future Land Use Designation of Low Density Residential (LDR) allows up to 4.99 dwelling units per acre. The primary type dwelling suited for this classification is the free standing or single family detached dwelling unit. Schools, parks and related public uses are also a part of this classification.

Additionally, upon review by State regarding this request for a land use amendment, it was determined that the wetlands needed to be shown and given a land use of Conservation – North Ridge. Said acres amount to 86.18+/- acres and when deducted from the initial 397.61+/- leaves a total of 311.48+/- acres.

Planning Commission Recommendation

The Planning Commission, at its June 12, 2023 meeting, voted 5-1 to forward a recommendation of approval to the City Commission.

Organizational Goal(s)

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

Budget Impact

There is no budget impact for the 2023-2024 Fiscal Year.

Recommendation

Staff recommends the City Commission adopt the Amended Ordinance No. 23-2043, on Second Reading.

**AMENDED
ORDINANCE NO. 23-2043**

AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF HAINES CITY, FLORIDA, BY A LARGE SCALE LAND USE AMENDMENT TO THE LAND USE MAP BY RECLASSIFYING LANDS FROM COUNTY RESIDENTIAL RM-X, RESIDENTIAL LOW-4X AND CORE X TO CITY LOW DENSITY RESIDENTIAL – NORTH RIDGE (LDR-NR) AND CONSERVATION – NORTH RIDGE (CON-NR); LOCATION IS WEST OF US HIGHWAY 27 NORTH, WEST OF FDC GROVE ROAD, NORTH OF MASSEE ROAD AND THE CHARLES COVE SUBDIVISION AND SOUTH OF MINUTE MAID RAMP ROAD 1, HAINES CITY FL. 33844; THE PROPOSED LARGE 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 LARGE 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 June 12, 2023, as required by Chapter 21 of the land development regulations, has reviewed, heard public input and recommended that the City Commission change the Future Land Use Classification of the subject property from Residential Medium – X, Residential Low-4X and Core X to City Low Density Residential – North Ridge (LDR-NR) and Conservation – North Ridge (CON-NR); and

WHEREAS, the properties consist of parcels totaling 397.61± acres, less 86.18± acres± of Conservation for a total of 311.43± acres, and is located west of US Highway 27 North, west of FDC Grove Road, north of Masee Road and the Charles Cove subdivision and south of Minute Maid Ramp Road 1, Haines City FL. 33844; and

WHEREAS, the property consists of the following parcels; Legal Description:

#272630-708000-030030; #272619-705000-040290; #272619-705000-040170
#272619-705000-040190; #272619-705000-040050; #272619-704500-040041
#272619-704500-040141; #272619-704500-040011; #272619-705000-030171
#272619-705000-030210; #272619-705000-030201; #272630-708000-030132
#272619-705000-030012; #272619-705000-040280; #272630-708000-030010
#272631-708500-010150; #272631-708500-010180; #272631-708500-010160
#272631-708500-030230; #272630-708000-040121; #272630-707500-040052
#272630-707500-040053; #272630-708000-040010; #272630-708000-030170
#272630-708000-030131; #272631-708500-030251; #272631-708500-010010
#282731-708000-010020; #272631-708500-010030; #272631-708500-010140
#272631-708500-030270; #272631-708500-030220; #272631-708500-030210
#272631-708500-030280

See attached **Composite Exhibit A for legal Descriptions**

CONTAINING 397.61+/- ACRES LESS 86.18± CONSERVATION ACRES, FOR 311.43± 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 LDR. The City Commission of Haines City (the "City Commission") hereby approves the Future Land Use Map Amendment to Low Density Residential (LDR) and Conservation – North Ridge, for the property described as follows:

#272630-708000-030030; #272619-705000-040290; #272619-705000-040170
#272619-705000-040190; #272619-705000-040050; #272619-704500-040041
#272619-704500-040141; #272619-704500-040011; #272619-705000-030171
#272619-705000-030210; #272619-705000-030201; #272630-708000-030132
#272619-705000-030012; #272619-705000-040280; #272630-708000-030010
#272631-708500-010150; #272631-708500-010180; #272631-708500-010160
#272631-708500-030230; #272630-708000-040121; #272630-707500-040052
#272630-707500-040053; #272630-708000-040010; #272630-708000-030170
#272630-708000-030131; #272631-708500-030251; #272631-708500-010010
#282731-708000-010020; #272631-708500-010030; #272631-708500-010140
#272631-708500-030270; #272631-708500-030220; #272631-708500-030210
#272631-708500-030280

and Composite Exhibit A for legal descriptions;

CONTAINING 397.61+/- ACRES LESS 86.18± CONSERVATION ACRES, FOR 311.43± 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 6th 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

PASSED AND ENACTED on second reading in regular session of the City Commission of the City of Haines City, this ____ day of _____, 2023.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk

H. L. "Roy" Tyler, Mayor-Commissioner

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Composite Exhibit A

LEGAL DESCRIPTIONS
WYNNSTONE GROUP

Parcel #1

WYNNSTONE INVESTORS, LLC (PER OR BK 9492 PG 2165-2168}

TRACTS 3 AND 4 IN THE NW¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE PLAT OF THE FLORIDA DEVELOPMENT CO. TRACT, AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel ID: 27-26-30-708000-030030

Parcel #2

WYNNSTONE INVESTORS, LLC (PER OR BK 9492 PGS 2165-2168}

TRACTS 17, 18, 31, AND 32 IN THE SW¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE PLAT OF THE FLORIDA DEVELOPMENT CO. TRACT, AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel ID: 27-26-19-705000-040170

Parcel #3

WYNNSTONE INVESTORS, LLC (PER OR BK 9492 PGS 2165-2168}

TRACTS 29 AND 30 IN THE SW¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE PLAT OF THE FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel ID: 27-26-19-705000-040290

Parcel #4

WYNNSTONE INVESTORS, LLC (PER OR BK 9492 PGS 2165-2168}

TRACTS 19 AND 20 IN THE SW¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE PLAT OF THE FLORIDA DEVELOPMENT CO. TRACT, AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel ID: 27-26-19-705000-040190

Parcel #5

WYNNSTONE INVESTORS, LLC (PER OR BK 9492 PGS 2165-2168}

TRACTS 14, 15, AND 16, IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITH THE PLAT OF HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 17, PAGE 36, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel ID: 27-26-19-704500-040141

Parcel #6

WYNNSTONE INVESTORS, LLC (PER OR BK 9492 PGS 2165-2168)

TRACTS 1, 2, AND 3 IN THE SW¹/₄ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE PLAT OF THE HOLLY HILL GROVE & FRUIT CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 17, PAGE 36, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE SOUTH ¹/₂ OF THE PLATTED RIGHT-OF-WAY COINCIDENT WITH THE NORTH LINES OF SAID TRACTS 1, 2, AND 3.

Parcel ID: 27-26-19-704500-040011

Parcel #7

WYNNSTONE INVESTORS, LLC (PER OR BK 9492 PGS 2165-2168)

TRACTS 4 AND 13 IN THE SW ¹/₄ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST AND BEING WITHIN THE PLAT OF THE HOLLY HILL GROVE & FRUIT CO. TRACT, AS RECORDED IN PLAT BOOK 17, PAGE 34, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel ID: 27-26-19-704500-040041

Parcel #8

WYNNSTONE INVESTORS, LLC (PER OR BK 9492 PGS 2165-2168)

TRACTS 5 AND 12 IN THE SW ¹/₄ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE PLAT OF THE FLORIDA DEVELOPMENT CO. TRACT, AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel ID: 27-26-19-705000-040050

Parcel(s) #9

WYNNSTONE INVESTORS, LLC (PER OR BK 9492 PGS 2165-2168)

THE SOUTH 150 FEET OF TRACTS 1, 2, AND 3 IN THE NW ¹/₄ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE PLAT OF THE FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGES 60 to 63 INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 13, 14, 15, AND 16 IN THE NW¹/₄ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE PLAT OF THE FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGES 60 to 63 INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE NORTH¹/₂ OF THE VACATED RIGHT-OF-WAY COINCIDENT WITH THE SOUTH LINE OF SAID TRACTS 13, 14, 15, AND 16.

AND

TRACTS 17, 18, 19, 20, 27, 28, 29, 30, 31, AND 32 IN THE NW¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 26 EAST, AND BEING WITHIN THE PLAT OF THE FLORIDA DEVELOPMENT CO. TRACT AS RECORDED IN PLAT BOOK 3, PAGES 60 to 63 INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE SOUTH ½ OF THE VACATED RIGHT-OF-WAY COINCIDENT WITH THE NORTH LINE OF SAID TRACTS 17, 18, 19, AND 20 AND THE NORTH½ OF THE VACATED RIGHT-OF-WAY COINCIDENT WITH THE SOUTH LINE OF TRACTS 29, 30, 31, AND 32.

Parcel ID: 27-26-19-705000-030201

Parcel ID: 27-26-19-705000-030171

Parcel ID: 27-26-19-705000-030012

Parcel #10

WYNNSTONE INVESTORS, LLC (PER OR BK 9492 PGS 2165-2168)

TRACTS 21 AND 22 IN THE NW¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, AND BEING WITHIN THE PLAT OF THE FLORIDA DEVELOPMENT CO. TRACT, AS RECORDED IN PLAT BOOK 3, PAGES 60 TO 63 INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

EXHIBIT A- LEGAL DESCRIPTIONS

Parcel ID: 27-26-19-705000-030210

Parcel #11

WYNNSTONE INVESTORS I, LLC (PER OR BK 10310 PG 0885-0887)

LOT 28 IN THE SW ¼ OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING IN THE W ½ OF THE SW ¼ OF THE SE ¼ OF THE SW ¼ OF SAID SECTION 19.

Parcel ID: 27-26-19-705000-040280

Parcel #12

CASSIDY HOLDINGS, LLC (PER OR BK 10272 PG 1719-1721)

TRACTS 1 AND 2 IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, OF THE FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Parcel ID: 27-26-30-708000-030010

Parcel #13

CASSIDY HOLDINGS, LLC (PER OR BK 10272 PGS 1719-7121)

THE EAST 30.00 FEET OF THE TRACT 13 IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, OF THE FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63, INCLUSIVE, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 10

FEET OF THE EAST 80 FEET OF TRACT 13 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30.

Parcel ID: 27-26-30-708000-030132

Involuntary Annexations

Parcel #14

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 15 IN NE1/4 LESS RD R/W PER MB 19 PG 66-70

Parcel ID: 27-26-31-708500-010150

Parcel #15

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACTS 18 & 31 IN NE 1/4 LESS MAINT R/W FOR MASSEE RD LESS ADDNL MAINT RD R/W & LESS COMM SW COR OF TRACT 31 N0-16-17W ALONG W LINE 35.68 FT TO POB N0-16-17W ALONG W LINE 31.85 FT N65-57-31E 1.47 FT N51-10-02E 91.08 FT N61-00-46E 62.91 FT N59-42-57E 198.94 FT TOE LINE OF SAID TRACT S0-16-17E ALONGE LINE 26.37 FT TO NLY R/W OF MASSEE RD S60-02-02W ALONG NLY R/W 57.56 FT S58-02-31 W 187.77 FT S53-56-10W89.67 FT S53-06-29W 21.79 FT TO POB

R/W PER MB 19 PG 66-70

Parcel ID: 27-26-31-708500-010180

Parcel #16

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 16 IN NE1/4 LESS ADDNL RD R/W PER MB 18 PG 43-61 & LESS ADDNL RD R/W PER MB 19 PG 66-70

Parcel ID: 27-26-31-708500-010160

Parcel #17

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACTS 23 & 24 IN NW 1/4

Parcel ID: 27-26-31-708500-030230

Parcel #18

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 PART OF TRACT 12 IN SW1/4 DESC AS BEG NE COR TRACT 12 RUN W 331.46 FT TO NW COR TRACT 12 S 495.13 FT N 33 DEG 32 MIN 22 SEC E 600.73 FT TO POB

Parcel ID: 27-26-30-708000-040121

Parcel #19

HOLLY HILL GROVE & FRUIT CO SUB PB 17 PG 35 TRACT 5 LESS E1/2 OF N 1/2 IN SW 1/4 SUBJECT TO CONSERVATION EASEMENT PER OR 3994-350

Parcel ID: 27-26-30-707500-040052

Parcel #20

HOLLY HILL GROVE & FRUIT CO SUB PB 17 PG 35 PART OF TRACTS 5 & 6 IN SW 1/4 DESC AS BEG SECOR TRACT 5 RUN N 330.69 FT W 165.75 FT N 315.69 FT TO S LINE PLATTED R/W E 86.84 FT S 41 DEG 18 MIN 00 SEC E 195.07 FT S 05 DEG 47 MIN 32 SEC W 501.06 FT TO POB SUBJECT TO CONSERVATION EASEMENT PER OR 3994-350

Parcel ID: 27-26-30-707500-040053

Parcel #21

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACTS 1 THRU 4 & 13 THRU 16 IN SW 1/4 LESS BEG 495.13 FT S OF NE COR LOT 13 CONT S 151.28 FT W 101.28 FT N 33 DEG 32 MIN 22 SEC E 183.56 FT TO POB SUBJECT TO CONSERVATION EASEMENT PER OR 3994-347 & OR 3994-350

Parcel ID: 27-26-30-708000-040010

Parcel #22

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACTS 17 & 18 & N 1/2 OF 19 & N 1/2 OF 20 & 31 & 32 IN NW 1/4 LESS N 10 FT OF E 80 FT OF TRACT 20 & LESS E 30 FT OF N 1/2 OF LOT 20 SUBJECT TO CONSERVATION EASEMENT PER OR 3994-347 & 3994- 350

Parcel ID: 27-26-30-708000-030170

Parcel #23

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACTS 13 THRU 16 IN NW 1/4 LESS S 10 FT OF E 80 FT OF TRACT 13 & LESS E 30 FT OF TRACT 13 SUBJECT TO CONSERVATION EASEMENT PER OR 3994-347 & 3994-350

Parcel ID: 27-26-30-708000-030131

SCHOOL BOARD

Parcel #24

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACTS 25 & 26 IN NW 1/4 LESS MAINT RD R/W & LESS COMM NW COR OF TRACT 26 S63-01-15E 270.5 FT TO POB N49-29-40E 20.63 FT N65-10-08E 29.86 FT N89-04-29E 35.37 FT S73-45-59E 37.73 FT S52- 48-50E 49.05 FT S46-42-22E 33.83 FT S16-51-53E 19.66 FT S10-01-11E 34.45 FT S06-59-06W 56.29 FT S21-17-34W 29.06 FT S80-38-52W 26.31 FT S84-56-31W 37.51 FTN87-32-07W 37.11 FT N68-30-06W 52.12 FT N45-31-30W 45.57 FT N14-49-48W 55.73 FT N06-53-39E 42.78 FT N30-13-45E 36.09 FT

Parcel ID: 27-26-31-708500-030251

Parcel #25

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 1 IN NE 1/4 LESS ADDNL RD R/W PER MB 18 PG 43-61

Parcel ID: 27-26-31-708500-010010

Parcel #26

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 2 IN NE 1/4

Parcel ID: 27-26-31-708500-010020

Parcel #27

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 3 IN NE 1/4

Parcel ID: 27-26-31-708500-010030

Parcel #28

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 14 IN NE 1/4 LESS RD

Parcel ID: 27-26-31-708500-010140

Parcel #29

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 27 IN NW 1/4 LESS
MAINT RD R/W

Parcel ID: 27-26-31-708500-030270

Parcel #30

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 22 IN NW 1/4

Parcel ID: 27-26-31-708500-030220

Parcel #31

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 21 IN NW 1/4

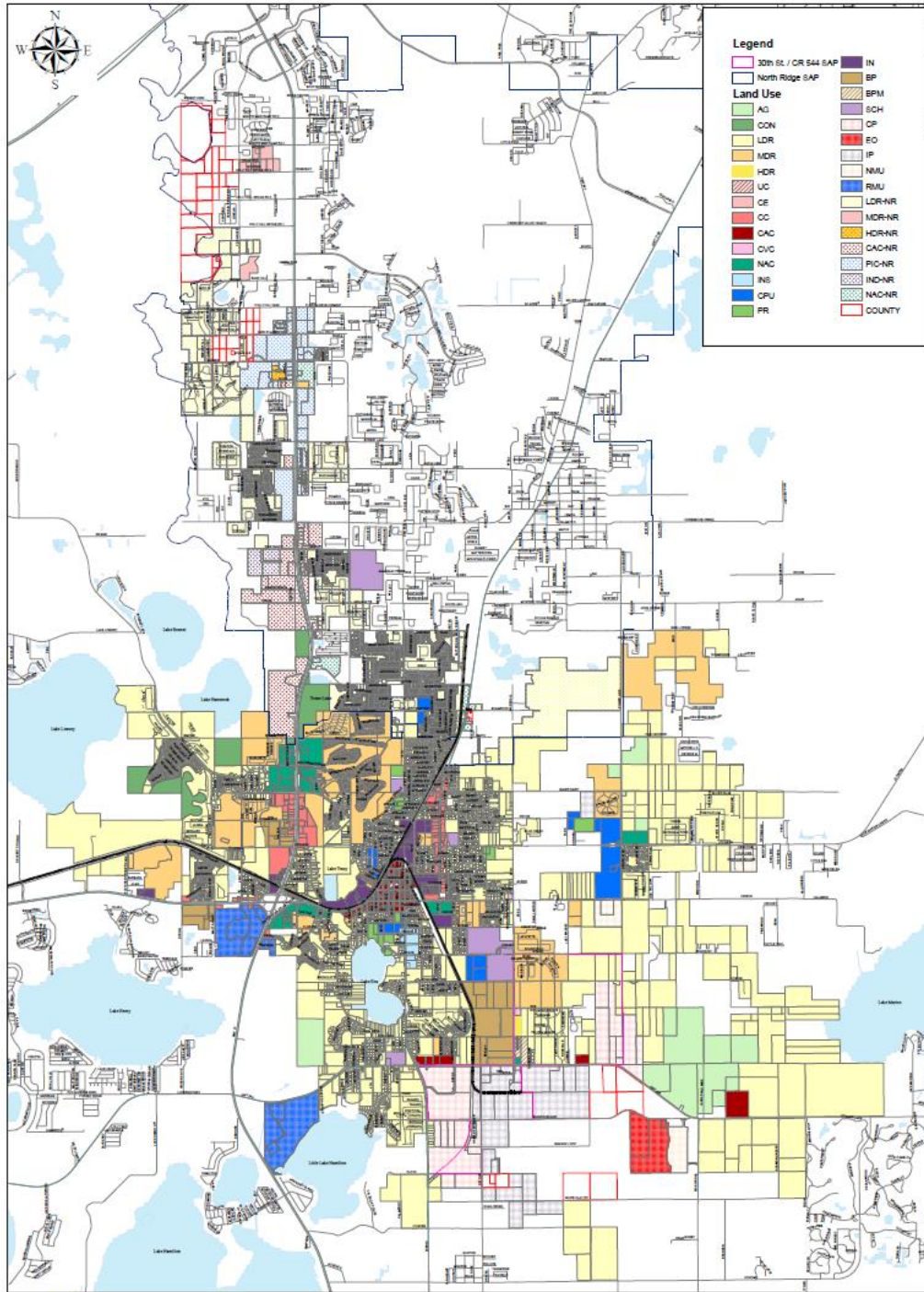
Parcel ID: 27-26-31-708500-030210

Parcel #32

FLA DEVELOPMENT CO SUB PB 3 PGS 60 TO 63 TRACT 28 IN NW 1/4

Parcel ID: 27-26-31-708500-030280

CURRENT CITY LAND USE MAP

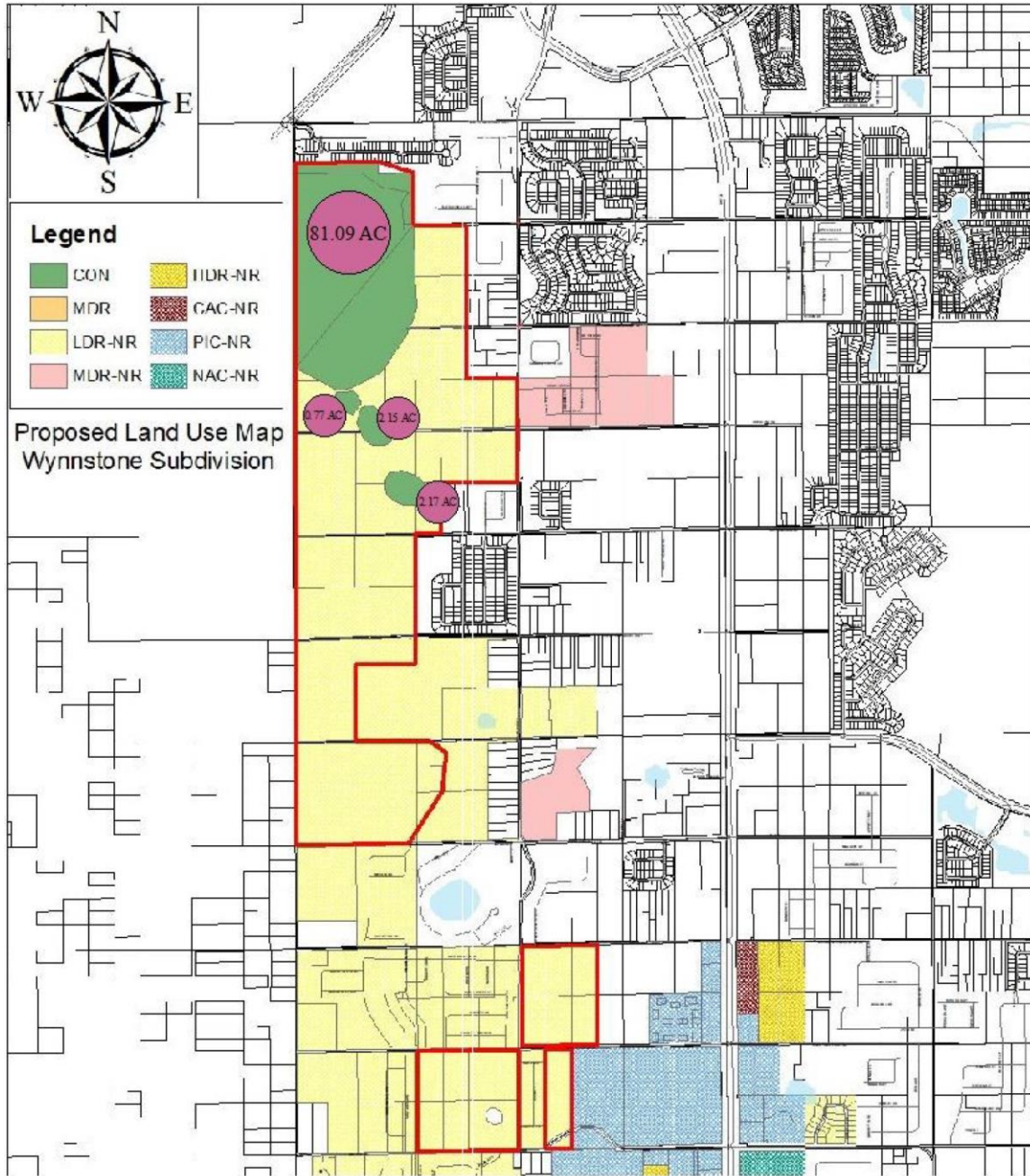


Haines City Future Land Use Map
 Adopted February 2, 2023
 Ordinance No. 23-2034

0 0.5 1 1.5 Miles
 1 in = 0.25 miles
 1 in = 1,300 feet

This is to certify that this Official Future Land Use Map supersedes and replaces the Official Future Land Use Map adopted October 21, 2021 as part of Ordinance No. 21-1765 of the City of Haines City, Florida

PROPOSED LAND USE MAP
PARCELS OUTLINED IN "RED"





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: November 16, 2023

Subject: Ordinance No. 23-2060 Fiscal Year 2023-2024 Budget Amendment No. 1 Second Reading

Executive Summary

Amend the fiscal year ending September 30, 2024 budget for carryover projects that were started in the prior fiscal year.

Introduction

The intent of this item is to adopt an Ordinance for the reallocating and re-appropriating of monies for the Fiscal Year 2023-24 Budget.

Background

Florida Law requires the City allocate and appropriate any new funds received and/or funds transferred that were not previously appropriated in the budget. The attached Exhibit "A" of the Ordinance details the revenues, funding sources and how the funds will be expended. Below is a summary of the appropriations that need to be made in the Fiscal Year 2023-24 Budget.

The General Fund is the only fund being impacted by the proposed amendment. The projects include the cemetery upgrades, the 7-acre soccer project, Commission Meeting live streaming project, access control upgrades, the ONC A/V upgrade, and the fiber documentation project.

The first reading was approved on November 2, 2023.

Organizational Goal(s)

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

Budget Impact

The impact as a result of this request is an increase to the overall Fiscal Year 2023-24 budget in the amount of \$3,280,000, as detailed in the summary above.



Recommendation

Staff recommends adoption of the Ordinance for the purpose of reallocating and re-appropriating monies for the Fiscal Year 2023-24 Budget.

ORDINANCE NO. 23-2060

AN ORDINANCE OF THE CITY OF HAINES CITY, FLORIDA; PERTAINING TO THE BUDGET; REALLOCATING AND REAPPROPRIATING MONIES FOR EXPENDITURES FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR ALL OTHER ITEMS IN THE BUDGET OF EXPENSES TO REMAIN UNCHANGED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 21, 2023, the City of Haines City adopted Ordinance No. 23-2058 appropriating and allocating monies for the payment of municipal expenditures as designated in the Budget of Expenses adopted by the City for the fiscal year 2023-2024; and

WHEREAS, due to unanticipated municipal activities and additional revenues, it has become necessary to reallocate and reappropriate certain budgeted expenditures.

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

Section 1. Reappropriated Revenue. The revenue received by the City of Haines City, Florida, from the sources of revenue identified in Exhibit “A” and not otherwise allocated or pledged are hereby reappropriated and redesignated for the payment of expenditures incident to the operation of the said City in all governmental functions and capacities, as the same are designated, adjusted and set forth in the reallocation of funds for the fiscal year 2023-2024, attached hereto as Exhibit “A” and made part hereof by reference.

Section 2. All Other Budget Expenses to Remain Unchanged. All other provisions of Ordinance No. 23-2058, and the 2023-2024 budget of expenses which are

not in conflict with this or any part of this Ordinance shall remain unchanged and in full force and effect.

Section 3. Repeal of Ordinances in Conflict. All other ordinances of Haines City or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Severability. If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are hereby declared severable.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its passage as a non-emergency ordinance at two scheduled meetings of the City Commission of the City of Haines City, upon its approval and adoption by said Commission, and when certified as to passage.

PASSED AND ENACTED by the City Commission of the City of Haines City, this 2nd day of November 2023.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk

Roy Tyler, Mayor

Fred Reilly, City Attorney

PASSED AND ENACTED by the City Commission of the City of Haines City, this 16th day of November 2023.

ATTEST:

APPROVED:

Sharon Lauther, CMC, City Clerk

Roy Tyler, Mayor

Fred Reilly, City Attorney

City of Haines City
2023-2024 Budget Amendment #1

Acct	Dept	Account #	Description	Beg Bal.	Debit	Credit	End Bal.
General Fund							
Revenue		001-00-38-9-0-90-00	Undesignated Fund Balance	\$ 600,000.00	\$ -	\$ 3,280,000.00	\$ 3,880,000.00
Expense	Gen Gov't	001-10-51-9-6-63-10	Oakland & Forest Hill Cemetery Renovations	-	600,000.00	-	600,000.00
Expense	Gen Gov't	001-10-51-9-6-63-10	7 Acre Soccer Project	-	2,500,000.00	-	2,500,000.00
Expense	Clerk	001-10-52-1-3-64-20	Escribe Live Streaming	5,000.00	25,000.00	-	30,000.00
Expense	Police	001-10-52-1-6-64-20	Access Control	303,600.00	10,000.00	-	313,600.00
Expense	Fire	001-10-52-2-3-64-20	Access Control	19,100.00	20,000.00	-	39,100.00
Expense	Recreation	001-10-57-5-6-64-20	A/V Upgrades ONC	45,000.00	45,000.00	-	90,000.00
Expense	TMD	001-30-51-3-6-64-20	Fiber Documentation Project	247,000.00	80,000.00	-	327,000.00
				\$ 1,219,700.00	\$ 3,280,000.00	\$ 3,280,000.00	\$ 7,779,700.00

Justification:

To record FY23 carryover projects.

Approved BY:

_____ City Manager

_____ Finance Director

_____ Date

_____ Date



HAINES CITY

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor and City Commissioners

From: Sharon Lauther, MMC, City Clerk

Date: November 17, 2023

Subject: Resolution No. 23-1772 City Commission Meeting Schedule 2024.docx

Executive Summary

The intent of this business item is to present Resolution No. 23-1772 and seek the adoption of the City Commission Meeting Schedule for the calendar year 2024.

Staff Contact: Sharon Lauther, MMC, City Clerk

Introduction

The intent of this resolution is to set the City Commission meeting schedule for the calendar year 2024.

Background

Each year, the City Commission of the City of Haines City establishes a meeting schedule.

Except as otherwise set forth in Section (2) hereof, the regular meetings of the City Commission of the City of Haines City, Florida, shall be held in the Commission Chambers located at 620 East Main Street, Haines City, FL (City Hall) at the hour of 7:00 p.m. on the first and third Thursdays of each month in accordance with Section 4.07 of the City Charter:

Section (2)

- a) Special meetings may be held on the call of the Mayor, the City Manager, or a majority of the members of the City Commission.
- b) City Commission Workshop dates, times, and locations are subject to change at the discretion of the City Manager and do not require approval of the City Commission.
- c) The City Commission may deviate and modify any meeting date or meeting time from the adopted schedule by a formal action.

Excerpt of City Charter

Sec. 4.07. - Meetings.

The city commission shall meet regularly at least twice every month at such times and places [as] the commission may prescribe. Special meetings may be held on the call of the mayor, the city manager, or a majority of the members upon no less than three (3) days' notice to each member and the public. Such notices shall be served personally, electronically, or left at each member's usual place of residence, and shall be posted on a prominent place in the city hall. The intent of this is to give adequate notice to the public of such a meeting. A majority of all members elected to the city commission shall constitute a quorum, but a lesser number may adjourn from day to day and compel the attendance of absent members in such a manner and under such penalties as may be prescribed by ordinance.

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 budgetary impact with the adoption of this resolution.

Recommendation

Staff recommends approval of the Resolution and adoption of the City Commission Meeting Schedule (outlined in Exhibit "A" of the Resolution) for the calendar year 2024.

RESOLUTION NO. 23- 1772

A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA; ESTABLISHING DATES AND TIMES FOR THE REGULAR MEETINGS OF THE CITY COMMISSION OF THE CITY OF HAINES CITY, FLORIDA, DURING CALENDAR YEAR 2024 IN ACCORDANCE WITH SECTION 4.07 OF THE HAINES CITY CHARTER; PROVIDING FOR EXCEPTIONS THERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HAINES CITY, FLORIDA, That:

SECTION ONE. Except as otherwise set forth in Section two (2) hereof, the regular meetings of the City Commission of the City of Haines City, Florida, shall be held in the Commission Chambers located at 620 East Main Street, Haines City, FL. (City Hall) at the hour of 7:00 P.M. on the first and third Thursdays of each month during the calendar year of 2024.

SECTION TWO. The following meeting dates and exceptions are hereby adopted. The 2022 meeting schedule is attached hereto as Exhibit "A".

- a) Special meetings may be held on the call of the Mayor, the City Manager, or by a majority of the members of the City Commission.
- b) City Commission Workshop dates, times, and locations are subject to change at the discretion of the City Manager and do not require approval of the City Commission.
- c) The City Commission may deviate and modify any meeting date or meeting time from the adopted schedule by a formal action.

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

SECTION FIVE. That this resolution shall become effective immediately upon its adoption.

PASSED and APPROVED in regular session of the City Commission of the City of Haines City, Florida, this 16th day of November 2023.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

H. L. "Roy" Tyler, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

Exhibit "A"

City of Haines City Meeting Dates & Holiday Schedule - 2024

Meeting Dates	Holiday Schedule	
Thursday, January 4, 2024 Tuesday, January 16, 2024	New Year's Day (Observed) Monday, January 1, 2024	Martin Luther King, Jr. Day - Monday, January 15, 2024
Thursday, February 1, 2024 Thursday, February 15, 2024	Presidents Day Monday, February 19, 2024	
Thursday, March 7, 2024 Thursday, March 21, 2024	No Holidays	
Thursday, April 4, 2024 Thursday, April 18, 2024	No Holidays	
Thursday, May 2, 2024 Thursday, May 16, 2024	Memorial Day Monday, May 27, 2023	
Thursday, June 6, 2024 Thursday, June 20, 2024	Juneteenth Wednesday, June 19, 2024	
Tuesday, July 2, 2024 Thursday, July 18, 2024	Independence Day Thursday, July 4, 2024	
Thursday, August 1, 2024 Tuesday, August 13, 2024	No Holidays	
Thursday, September 5, 2024 Thursday, September 19, 2024	Labor Day Monday, September 2, 2024	
Thursday, October 3, 2024 Thursday, October 17, 2024	Veteran's Day (Observed) Monday, November 11, 2024	
Thursday, November 7, 2024 Thursday, November 16, 2024	Thanksgiving Day Thursday, November 28, 2024	Day after Thanksgiving Friday, November 29, 2024
Thursday, December 5, 2024 Thursday, December 19, 2024	Christmas Eve (Observed) Tuesday, December 24, 2024	Christmas Day (Observed) Wednesday, December 25, 2024



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, Development Services Director

Date: November 16, 2023

Subject: Resolution No. 23-1763 – Shops at the Grove Conditional Use – Indoor Climate-Control Self Storage

Executive Summary

The purpose of this resolution is to grant a Conditional Use to allow an indoor climate controlled self-storage facility at the Shops at the Grove commercial development located at the NE corner of the intersection of Johnson Avenue and Powerline Road.

Staff Contact: Richard Greenwood, Development Services Director

Introduction

The intent of this item is to grant a Conditional Use for the Shops at the Grove commercial center in order to allow for the construction of an indoor climate controlled self-storage facility.

Background

Shops at the Grove is a multi-tenant commercial shopping center development, with a new Publix store being the anchor tenant. The indoor climate controlled self-storage facility will occupy one of the 4 outparcels in this development.

The Parcel ID for this property is 27-27-23-757500-040290 and contains 17.87 +/- acres.

The site is located at the NE corner of the intersection of Johnson Avenue and Powerline Road, and is near the future site of the Crosswinds East residential development.

Organizational Goal(s)

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

Budget Impact

There is no budget impact for fiscal year 2023 / 2024.



Recommendation

Staff recommends Approval of Resolution No. 23-1763 regarding the Conditional Use for Shops at the Grove.

RESOLUTION NO. 23-1763

A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA; GRANTING A CONDITIONAL USE TO PERMIT AN INDOOR CLIMATE CONTROLLED SELF STORAGE FACILITY FOR THE SHOPS AT THE GROVE COMMERCIAL CENTER LOCATED EAST OF POWERLINE ROAD AND NORTH OF JOHNSON AVENUE EAST, IN HAINES CITY, FLORIDA; SETTING FORTH CONDITIONS; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING IN THE PUBLIC RECORDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Haines City desires to approve an Indoor, Climate Controlled Self-Storage Facility for the Shops at The Grove commercial center located east of Powerline Road and north of Johnson Avenue East, in Haines City, Florida; and

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 property consists of a gross land mass of 17.87± acres, which will consist of a maximum of 5 lots, of which this use will occupy 1 of said lots, and is located east of Powerline Road and north of Johnson Avenue East, In Haines City, Florida; and

WHEREAS, the property consists of the following Parcel and Legal Descriptions:

TRACTS 29, 30, 31, & 32 IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION RECORDED IN PLAT BOOK 3, PAGES 60, 61, 62 & 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS STATE ROAD S-580 RIGHT OF WAY AND LESS RIGHT OF WAY FOR POWERLINE ROAD.

CONTAINING 778,417.2 SQUARE FEET, 17.87 ACRES, MORE OR LESS
PARCEL ID NUMBER 27-27-23-757500-040290

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

Section 1. Conditional Use Granted. The conditional use application for the following described property (Shops at the Grove) located within the City of Haines City, and as more particularly described as follows:

Legal Descriptions:

TRACTS 29, 30, 31, & 32 IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT COMPANY SUBDIVISION RECORDED IN PLAT BOOK 3, PAGES 60, 61, 62 & 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS STATE ROAD S-580 RIGHT OF WAY AND LESS RIGHT OF WAY FOR POWERLINE ROAD.

CONTAINING 778,417.2 SQUARE FEET, 17.87 ACRES, MORE OR LESS
PARCEL ID NUMBER 27-27-23-757500-040290

is hereby granted a Conditional Use Permit for a Self-Storage Facility.

Section 2. Conditions of Approval.

1. Approval of the Conditional Use Permit does not release the applicant from meeting the requirements of all other applicable sections of Haines City's Land Development Regulations (including Section 20.2.2.D, regarding Conditional Uses), Code of Ordinances, and Growth Management Plan.

2. 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 the Preliminary Plat upon thirty (30) days' advance written notice.

3. Applicant shall be required to comply with all applicable Haines City signage regulations, specifically Sec. 7.4.11 – CG – General Commercial – Permitted Signs.

4. The Signage must comply with the 2020 Florida Building Code, 7th Edition, or the current Code, at the time of permitting.

5. All ingress and egress, off-street parking, and storage areas must be paved

6. Prior to operations commencing, an approved site plan and site work permit must be obtained by the owner with all review comments from the City of Haines City addressed.

7. Signage, screening, buffering, off-site improvements and on-site improvements will be addressed with the Site Plan submittal and approval.

Section 3. Findings. In adopting this Resolution, the City Commission hereby makes the following findings, purposes, and intent:

1. The City Commission is empowered under Article 2 of Chapter 20 of the City's Land Development Regulations to hear and decide applications for conditional uses, to decide questions involved in determining whether conditional uses should be granted, and to grant

conditional uses with conditions and safeguards appropriate under the Land Development Regulations.

2. A written application for a Conditional Use was submitted on or about August 8, 2023.

3. Based on the evidence in the record, it is hereby found that the proposed conditional use 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 individual conditional uses of the type involved, that the proposed development, with conditions and safeguards attached, 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.

4. The City has complied with the public hearing and notice requirements set forth in Article 2 of Chapter 20 of the Land Development Regulations.

Section 4. Recording. This Resolution shall be recorded in the Public Records of Polk County, Florida.

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

PASSED and APPROVED in regular session of the City Commission of Haines City, Florida, this 16th day of November, 2023.

ATTEST:

APPROVED:

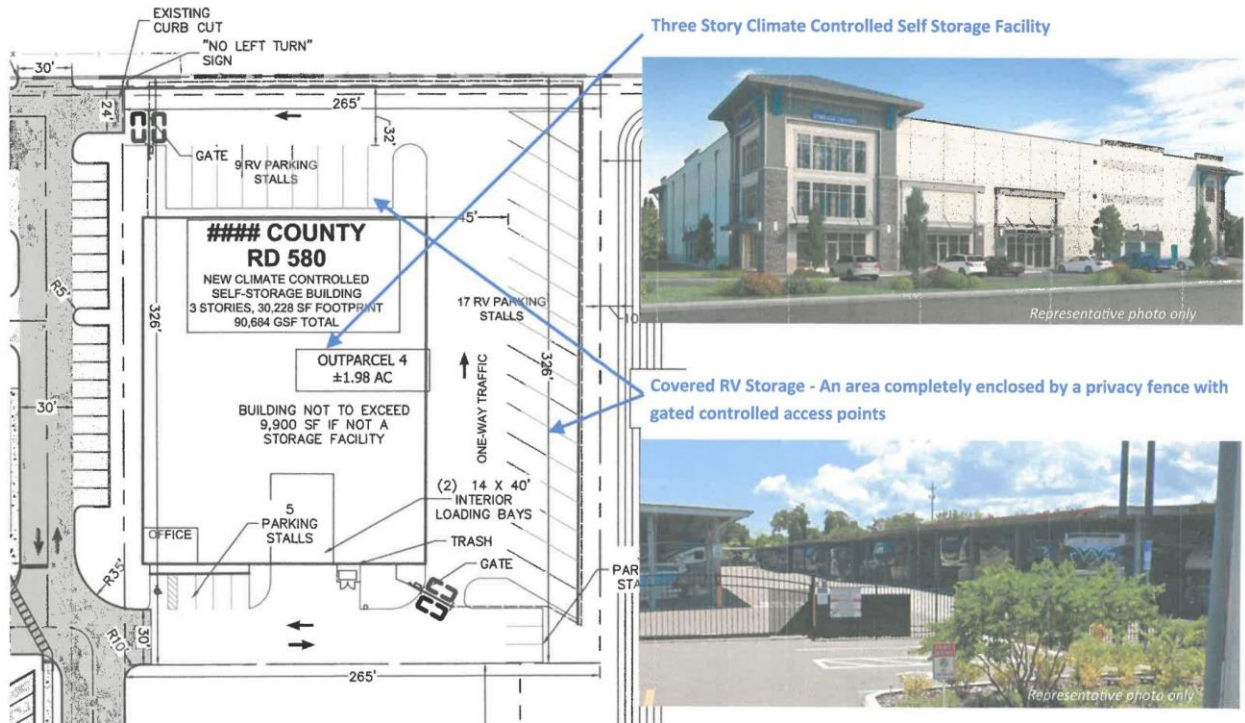
Sharon Lauther, MMC
City Clerk

H. L. “Roy” Tyler, Mayor-Commissioner

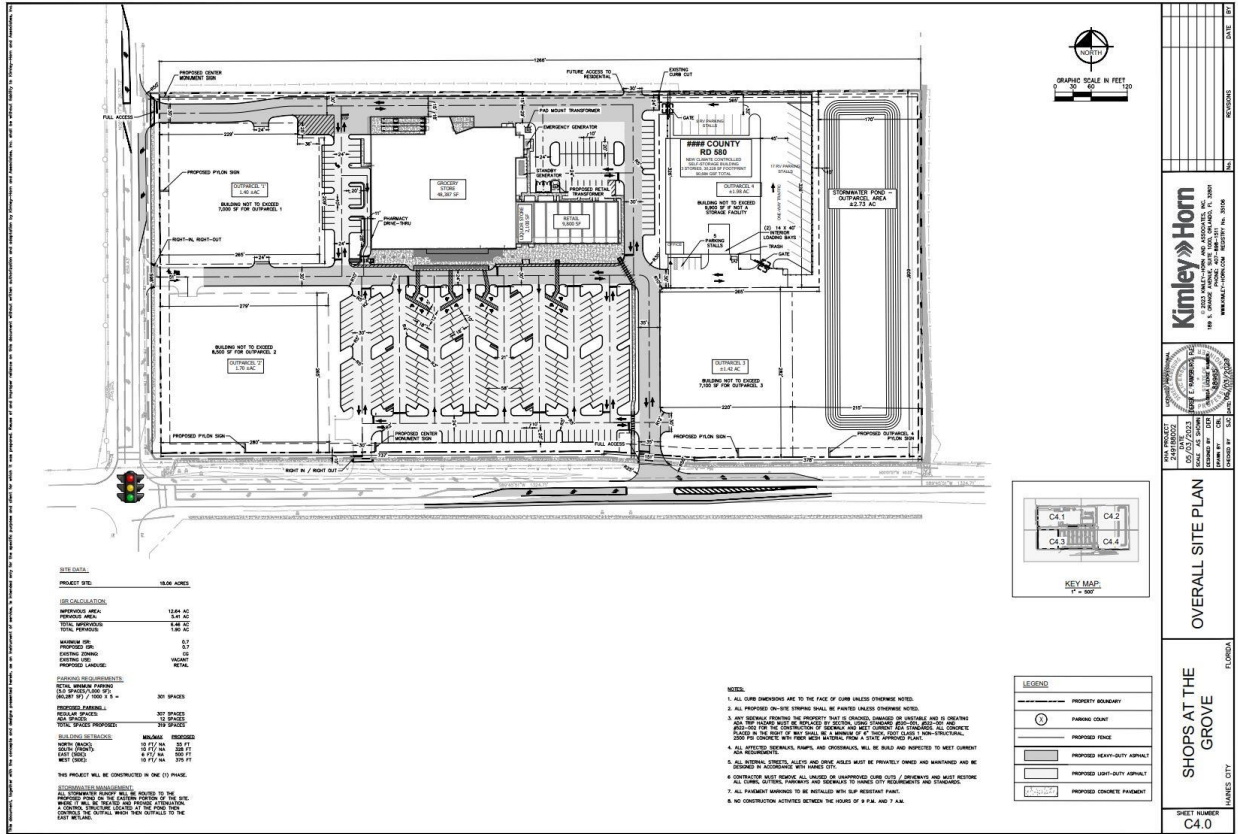
APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

“Exhibit A”



“Exhibit B”



PROPOSED

PROPOSED AREA	12.84 AC
PROPOSED PARKING	5.81 AC
TOTAL PROPOSED	18.65 AC

EXISTING

EXISTING AREA	1.07 AC
EXISTING PARKING	0.00 AC
TOTAL EXISTING	1.07 AC

PROPOSED IMPROVEMENTS

PROPOSED IMPROVEMENTS	18.65 AC
PROPOSED PARKING	5.81 AC
TOTAL PROPOSED IMPROVEMENTS	18.65 AC

- NOTES:**
1. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 2. ALL PROPOSED ON-SITE IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF TAMPA'S STANDARD SPECIFICATIONS FOR PUBLIC WORKS.
 3. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE MOST RECENT RECORD DRAWINGS AND FIELD SURVEY DATA. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF TAMPA AND THE FLORIDA UTILITY SERVICE REGULATOR.
 4. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED AT ALL TIMES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 5. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED AT ALL TIMES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 6. NO CONSTRUCTION ACTIVITIES BETWEEN THE HOURS OF 8 P.M. AND 7 A.M.

LEGEND

---	PROPERTY BOUNDARY
○	PARKING CIRCLE
---	PROPOSED FENCE
---	PROPOSED SEMI-DUTY ASPHALT
---	PROPOSED LIGHT-DUTY ASPHALT
---	PROPOSED CONCRETE PAVEMENT

Kimley-Horn
 188 S. GORRISON AVENUE, SUITE 200
 TAMPA, FLORIDA 33609
 TEL: 813.271.1111
 WWW.KIMLEY-HORN.COM

OVERALL SITE PLAN

SHOPS AT THE GROVE
 HAINES CITY, FLORIDA

SHEET NUMBER
 C4.0

DATE
 08/14/2018

SCALE
 AS SHOWN

THIS DRAWING HAS BEEN DIGITALLY SIGNED AND SEALED BY JENNY L. HAINES, P.E., LICENSE NO. 12000, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE OBTAINED ON ANY ELECTRONIC COPIES.



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: November 16, 2023

Subject: Resolution No. 23-1769 Transportation Off System Post Project Maintenance Agreement

Executive Summary

Approve the execution of the Transportation Off System Post Project Maintenance Agreement (the “Sidewalk Maintenance Agreement”) between the Florida Department of Transportation (FDOT) and the City of Haines City, for a pedestrian sidewalk project (the “Project”).

Staff Contact: James Keene, Public Services Administrator

Introduction

The intent of this item is to request authorization from City Commission for the execution of the Sidewalk Maintenance Agreement between FDOT and the City of Haines City, for a pedestrian sidewalk project.

Background

The City has authority to limit or prohibit the use of the right-of-way and easements within the City of Haines City, Florida. The City has the authority to issue permits for the use of the sidewalks pursuant to Chapter 22 of the City Code, and Section 12.7.1 of the Land Development Regulations.

City staff has been in the process of working with FDOT to address the placement and construction of the pedestrian sidewalk for the Project to be constructed adjacent to Haines City High School. FDOT is prepared to construct a pedestrian sidewalk for the Project pursuant to its Safe Roads to School program. FDOT and the City desire to confirm that the City will take responsibility for perpetual maintenance of the pedestrian sidewalk to be constructed for the Project.

The Project consists of the installation of 0.692 miles of sidewalk at the following segment locations within the City of Haines City:

- Hinson Avenue from 17th Street to 20th Street
- South 20th Street from Grace Avenue to Norma Avenue



- Carol Avenue from S 20th Street to South 22nd Street
- Hornet Drive from Grace Avenue to South 30th Street

Organizational Goal(s)

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

Budget Impact

There will be a future undetermined budget impact for maintenance of the pedestrian sidewalk due to the City Commission’s approval of the Sidewalk Maintenance Agreement.

Recommendation

Staff recommends approving the execution of the Sidewalk Maintenance Agreement between FDOT and the City of Haines City, for a pedestrian sidewalk project.

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF HAINES CITY**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and City of Haines City (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

WITNESSETH

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21st Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project #**446452-1-52-01** which will benefit the LOCAL AGENCY; and
3. WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the LOCAL AGENCY to maintain the project; and
4. WHEREAS the LOCAL AGENCY by Resolution No. _____, dated _____, a copy of which is attached hereto and made a part hereof as **Exhibit A**, has consented to and approved the Agreement and has authorized its Mayor or designee to execute said Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for the improvements at the location shown in **Exhibit "B"**, (attached and incorporated by reference):

The project consists of the installation of 0.692 miles of sidewalk at the following locations within the City of Haines City:

Hinson Avenue from 17th Street to 20th Street
South 20th Street from Grace Avenue to Norma Avenue
Carol Avenue from S 20th Street to South 22nd Street.
Hornet Drive from Grace Avenue to South 30th Street

2. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs, for maintenance of said sidewalks in accordance with the following federally accepted state standards: (a) Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (2012), as amended, and as to any future amendments and/or updates to said Manual.

3. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

**THE REMAINDER OF THIS PAGE IS
INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the City of Haines City has caused this Agreement to be executed in its behalf through its Mayor or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

Department to enter date.

CITY OF HAINES CITY, FLORIDA

ATTEST

BY: _____

BY: _____

MAYOR, OR DESIGNEE

PRINT NAME

PRINT NAME

TITLE

DATE

TITLE

DATE

CITY OF HAINES CITY LEGAL REVIEW:

BY: _____

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

BY: _____

BY: _____

DISTRICT ONE SECRETARY
OR DESIGNEE

PRINT NAME

PRINT NAME

TITLE

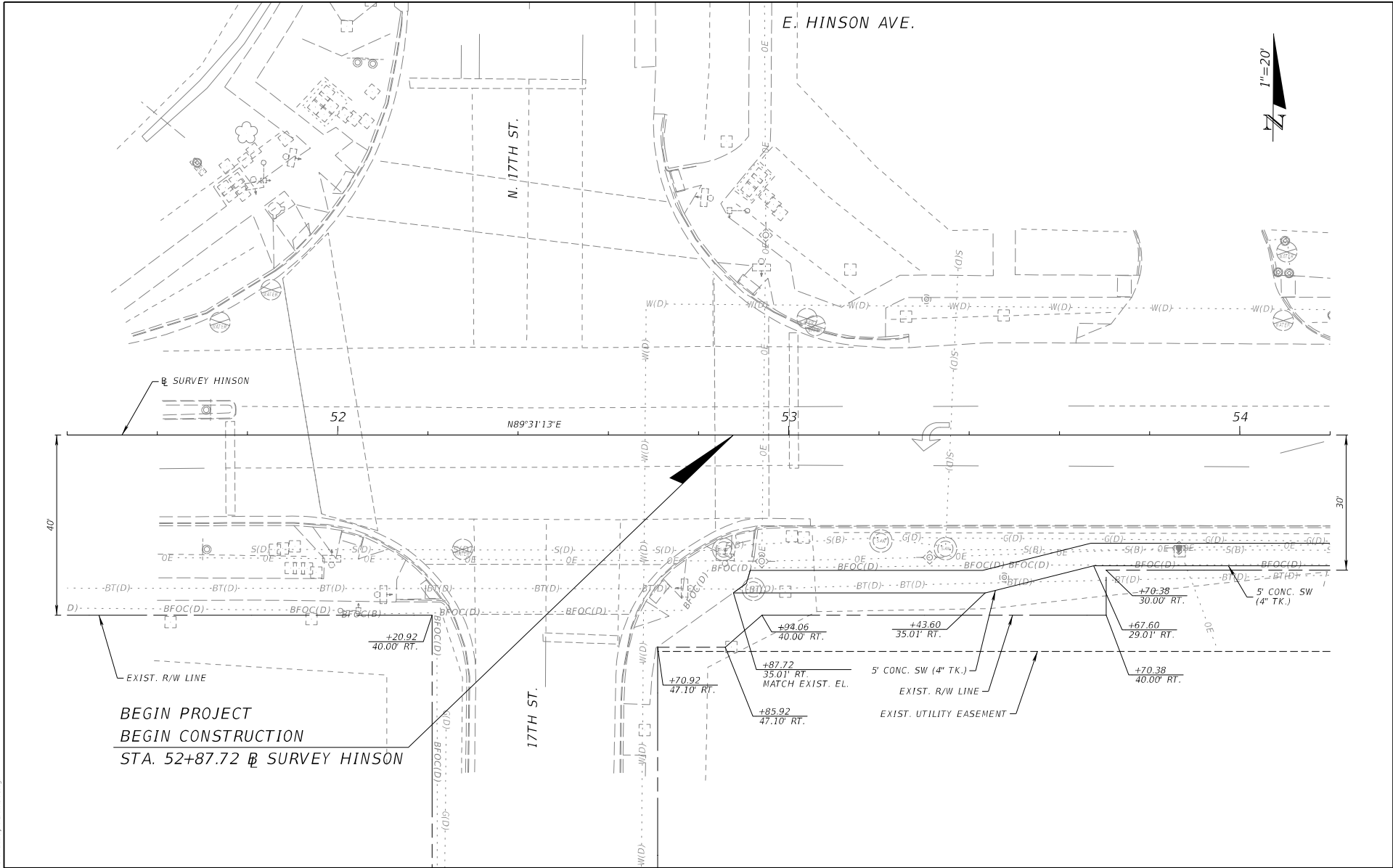
DATE

TITLE

DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: _____



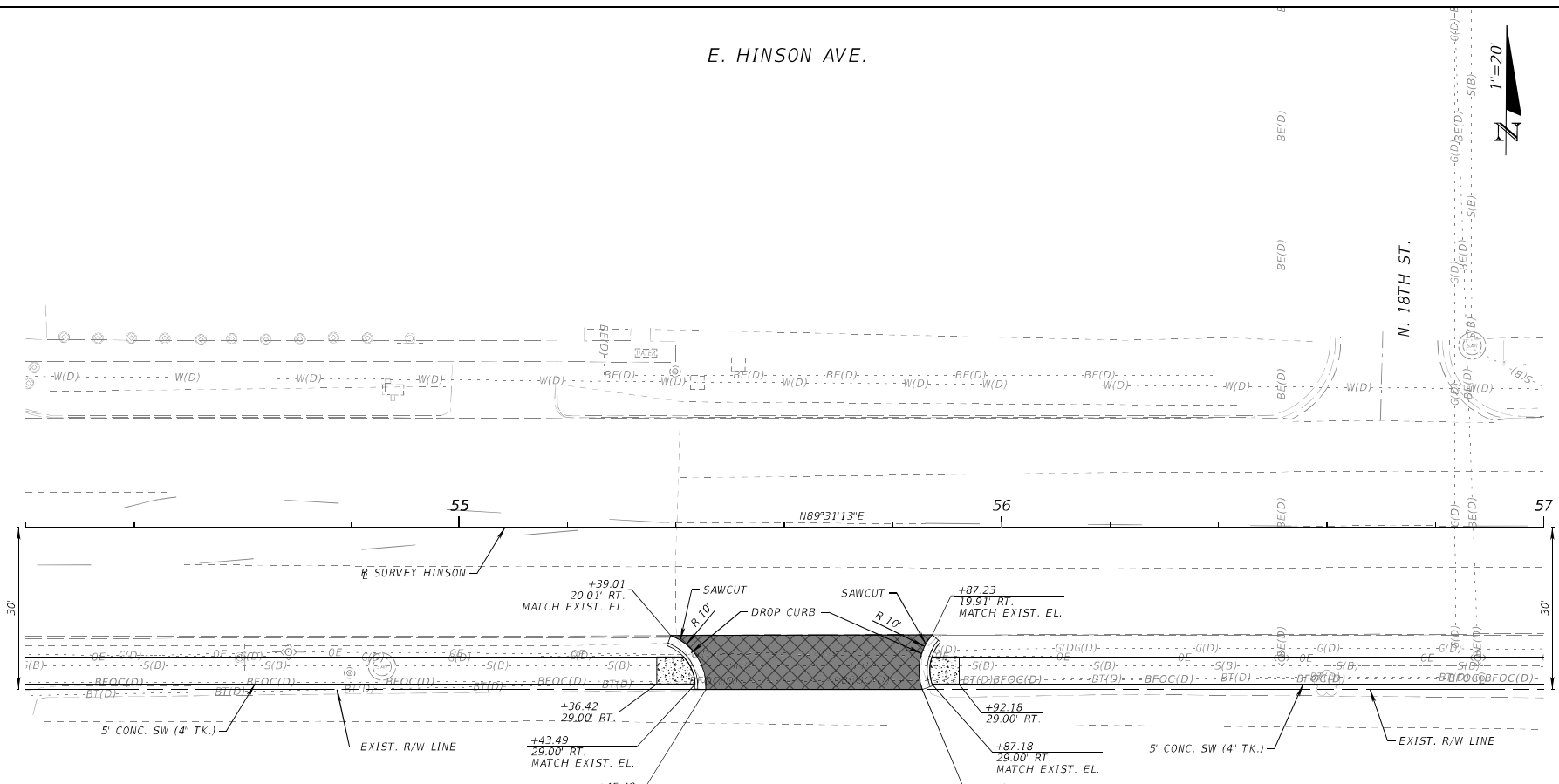
BEGIN PROJECT
 BEGIN CONSTRUCTION
 STA. 52+87.72 @ SURVEY HINSON

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					POLK	446452-1-52-01		

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E. HINSON AVE.



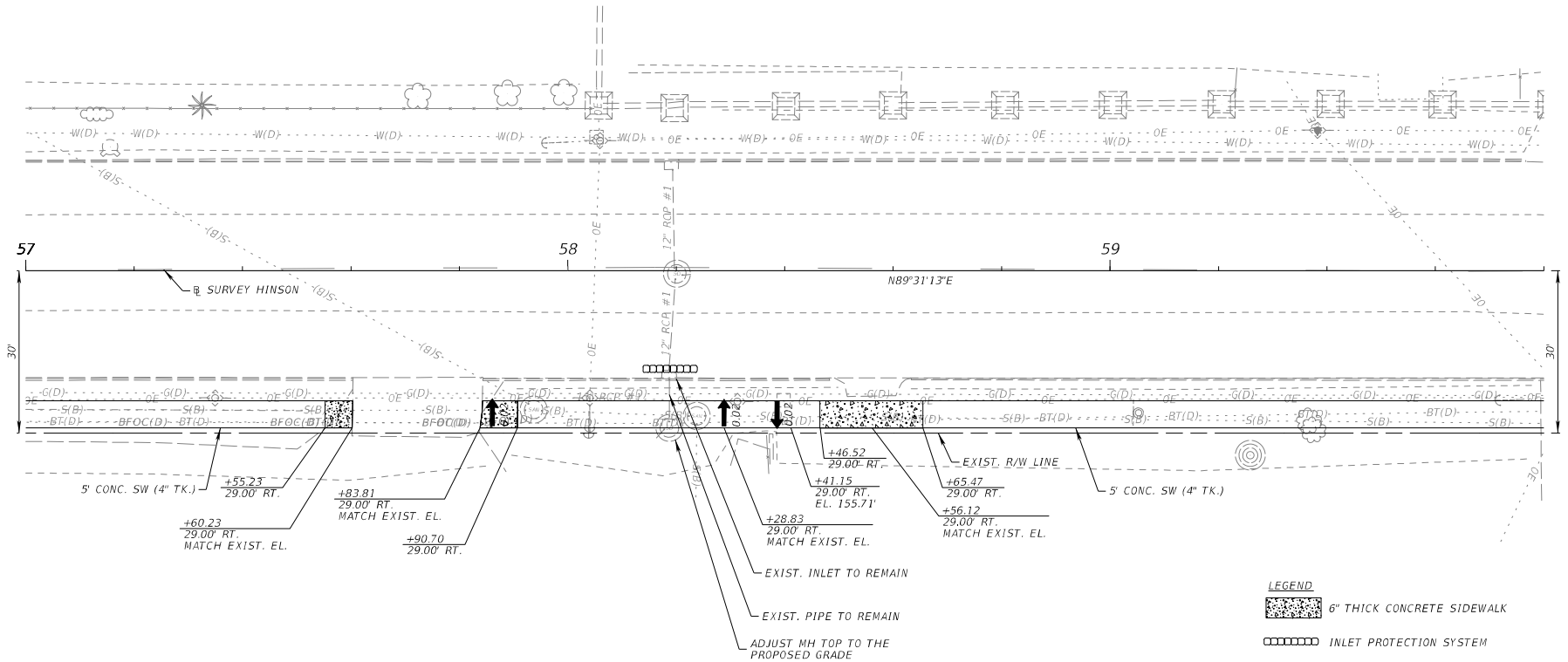
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 - DETECTABLE WARNING
 - MILLING & RESURFACING
 - INLET PROTECTION SYSTEM

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E. HINSON AVE.



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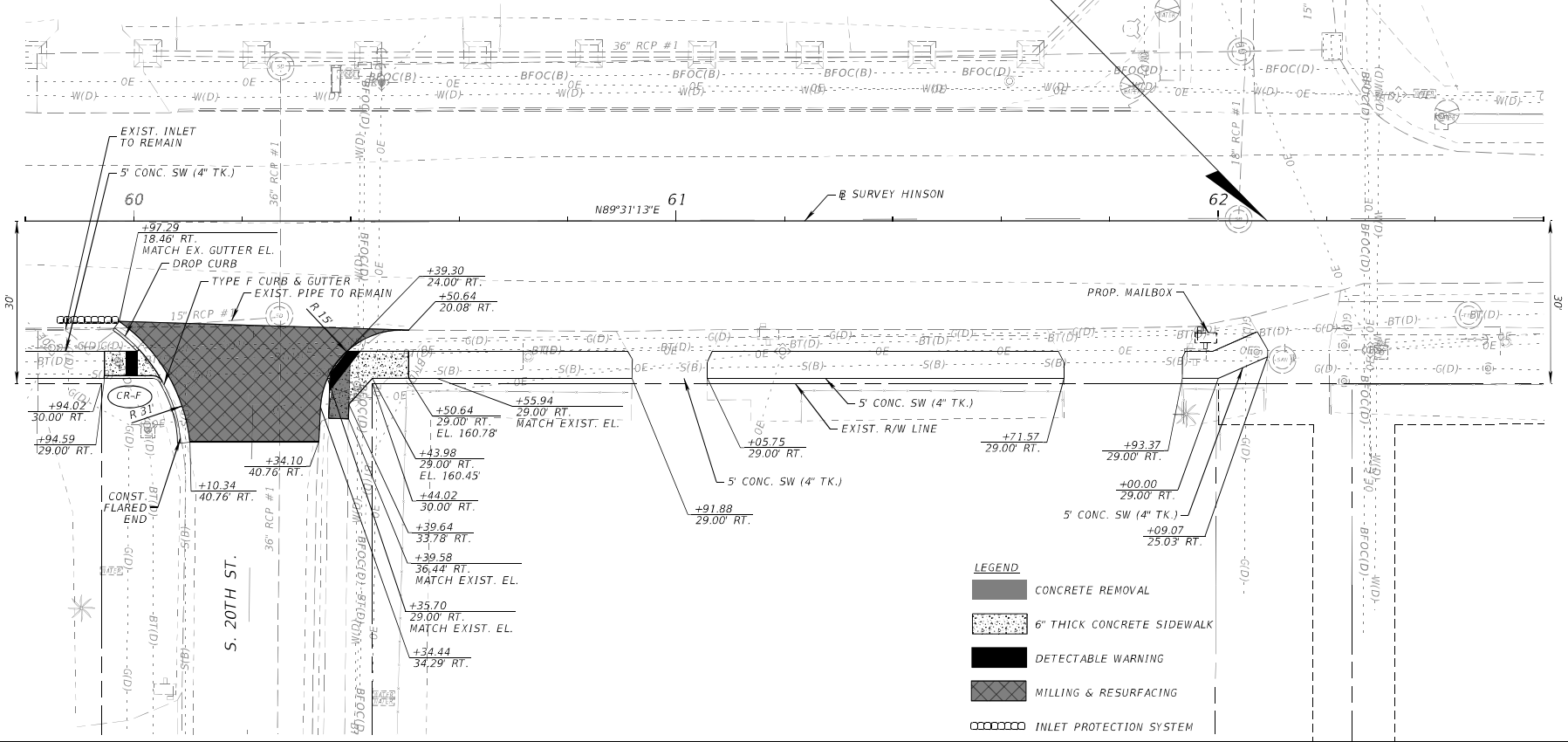
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							POLK	446452-1-52-01		

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E. HINSON AVE.



END CONSTRUCTION
STA. 62+09.07 @ SURVEY HINSON



LEGEND

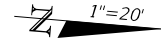
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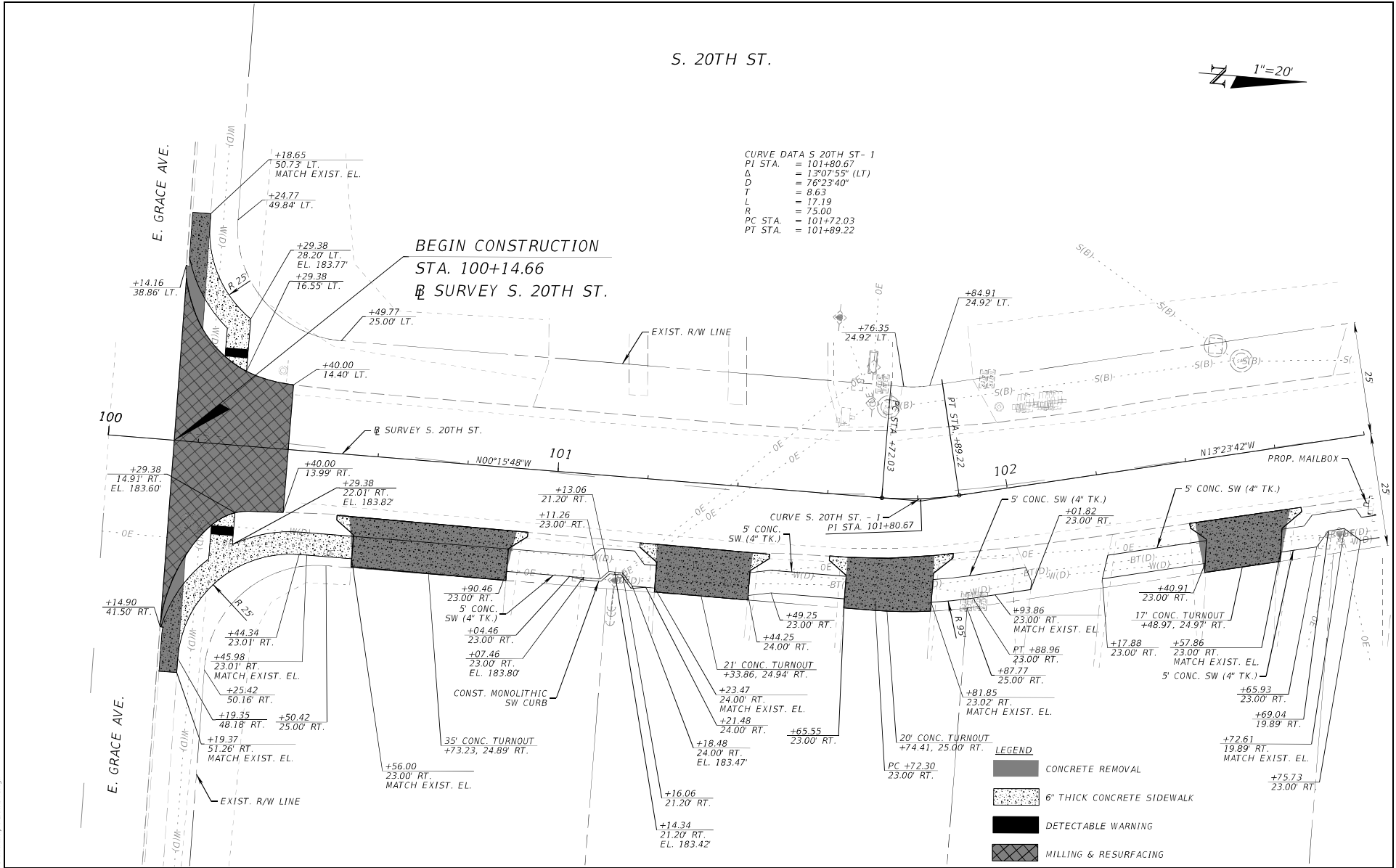
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S. 20TH ST.



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LEGEND

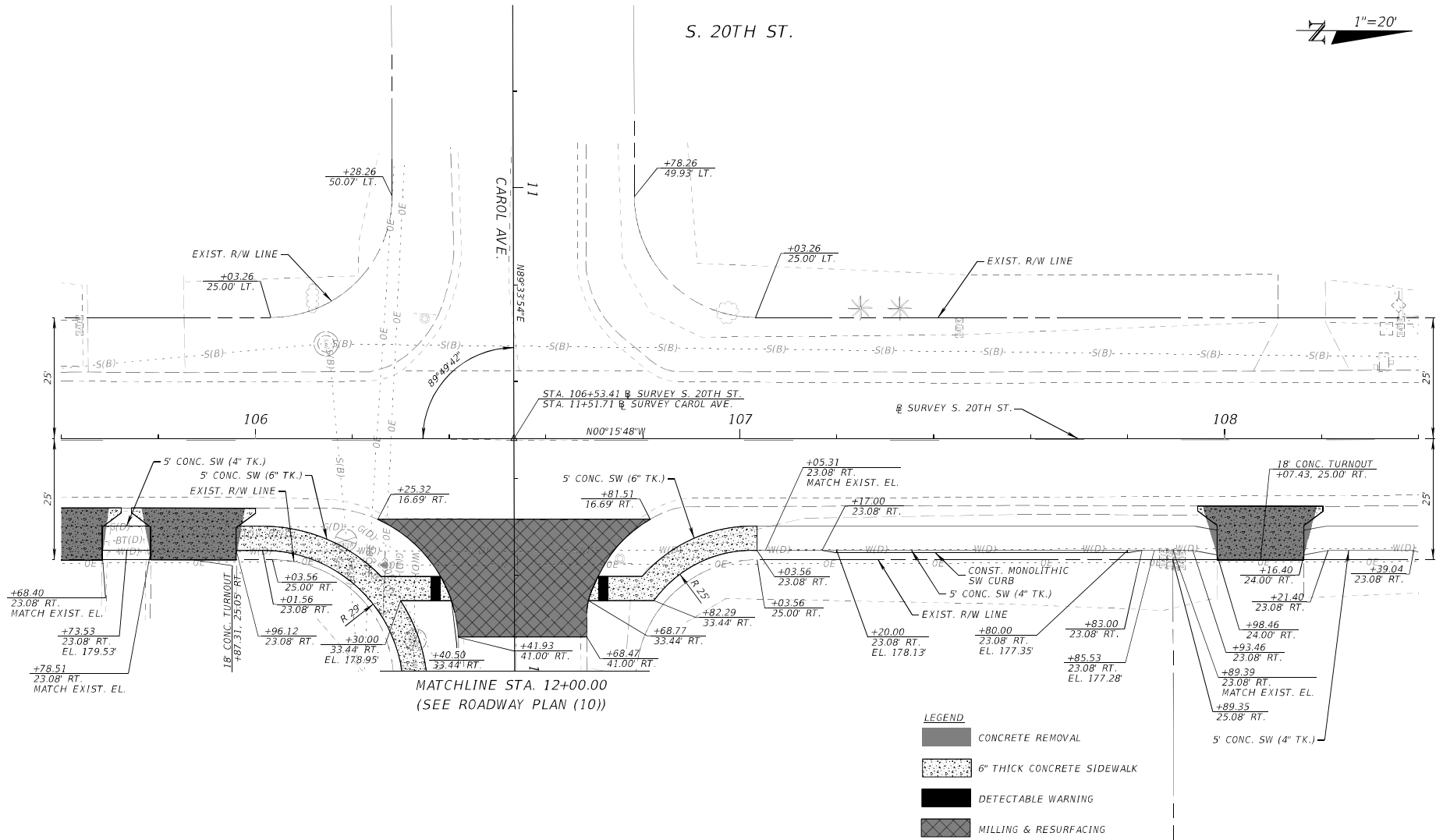
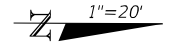
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- DETECTABLE WARNING
- MILLING & RESURFACING

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DATE	DESCRIPTION	DATE	DESCRIPTION	MORGAN BOUCHARD, P.E. LICENSE NUMBER: 79375 FALLER, DAVIS & ASSOCIATES, INC 1150 ASSEMBLY DRIVE, SUITE 400 TAMPA, FL 33607-4874		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		

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S. 20TH ST.



LEGEND

- CONCRETE REMOVAL
- 6" THICK CONCRETE SIDEWALK
- DETECTABLE WARNING
- MILLING & RESURFACING

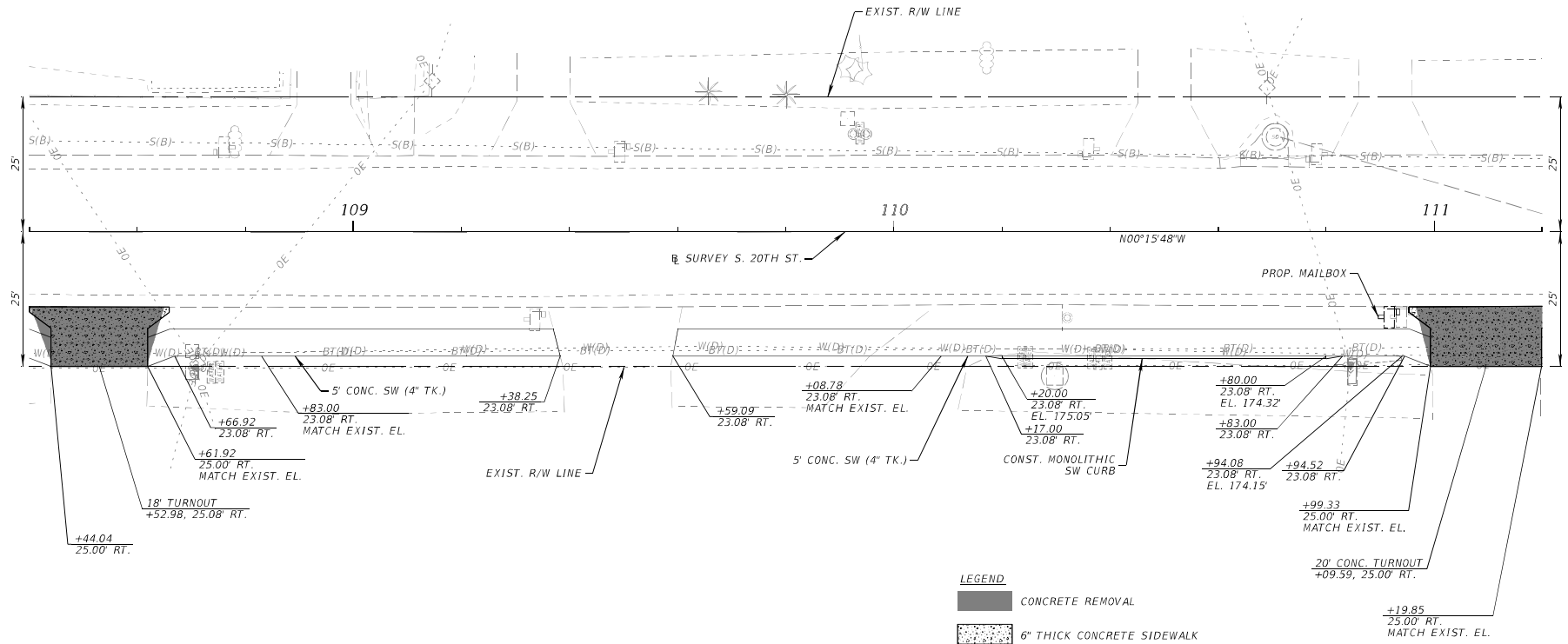
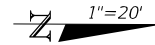
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(SEE ROADWAY PLAN (10))

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DATE	DESCRIPTION	DATE	DESCRIPTION	MORGAN BOUCHARD, P.E. LICENSE NUMBER: 79375 FALLER, DAVIS & ASSOCIATES, INC 1150 ASSEMBLY DRIVE, SUITE 400 TAMPA, FL 33607-4874		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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LEGEND

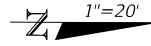
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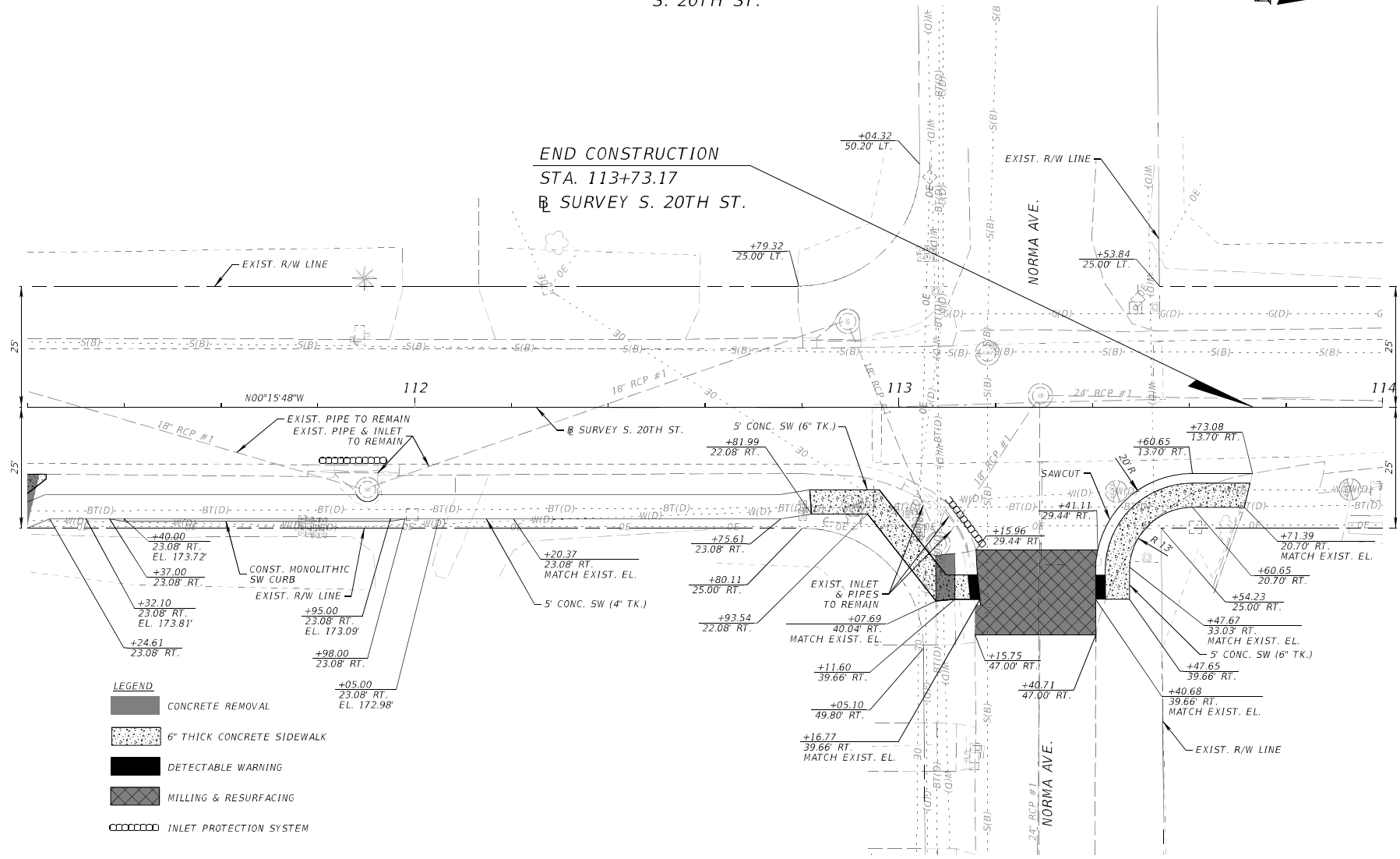
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DATE	DESCRIPTION	DATE	DESCRIPTION	MORGAN BOUCHARD, P.E. LICENSE NUMBER: 79375 FALLER, DAVIS & ASSOCIATES, INC 1150 ASSEMBLY DRIVE, SUITE 400 TAMPA, FL 33607-4874		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		

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S. 20TH ST.



END CONSTRUCTION
STA. 113+73.17
SURVEY S. 20TH ST.



- LEGEND**
- CONCRETE REMOVAL
 - 6" THICK CONCRETE SIDEWALK
 - DETECTABLE WARNING
 - MILLING & RESURFACING
 - INLET PROTECTION SYSTEM

REVISIONS		REVISIONS		ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN (9)	SHEET NO. 22
DATE	DESCRIPTION	DATE	DESCRIPTION	MORGAN BOUCHARD, P.E. LICENSE NUMBER: 79375 FALLER, DAVIS & ASSOCIATES, INC 1150 ASSEMBLY DRIVE, SUITE 400 TAMPA, FL 33607-4874		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		

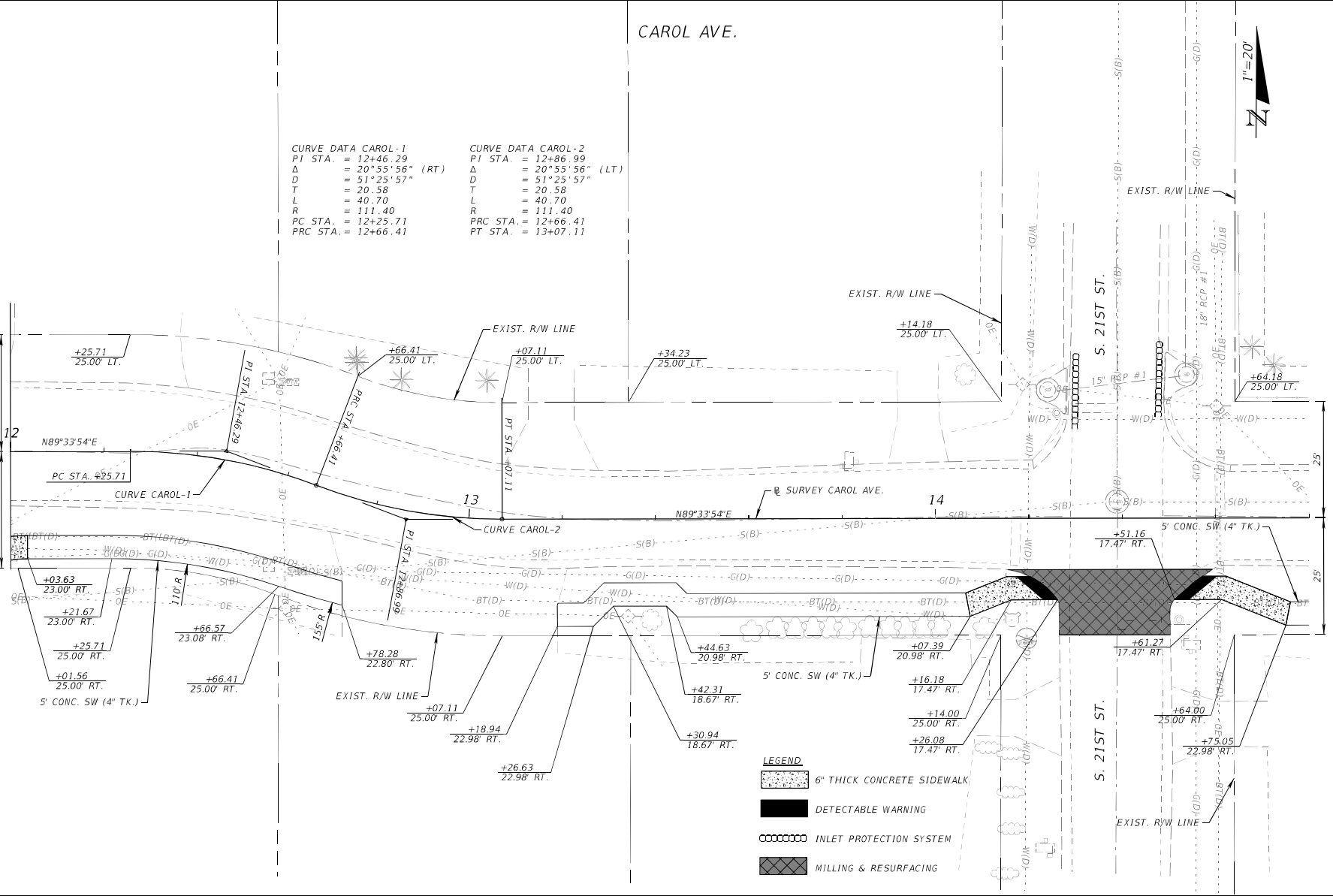
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CAROL AVE.

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L = 40.70	L = 40.70
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PT STA. = 12+66.41	PT STA. = 13+07.11

MATCHLINE STA. 12+00.00
(SEE ROADWAY PLAN (7))



LEGEND

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	DETECTABLE WARNING
	INLET PROTECTION SYSTEM
	MILLING & RESURFACING

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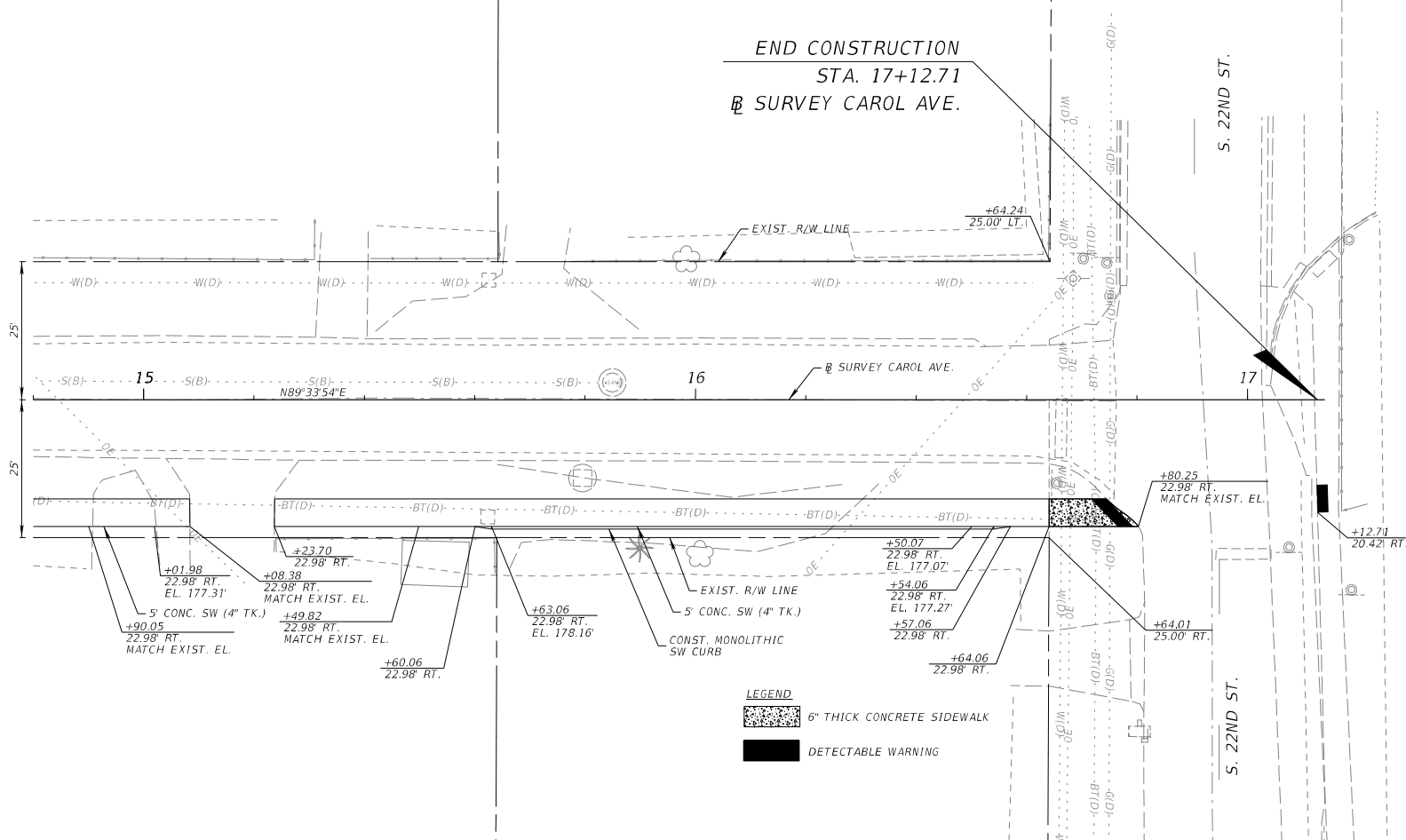
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							POLK	446452-1-52-01		

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CAROL AVE.

END CONSTRUCTION
STA. 17+12.71
B SURVEY CAROL AVE.



LEGEND
 6" THICK CONCRETE SIDEWALK
 DETECTABLE WARNING

BOONE MIDDLE SCHOOL

S. 22ND ST.

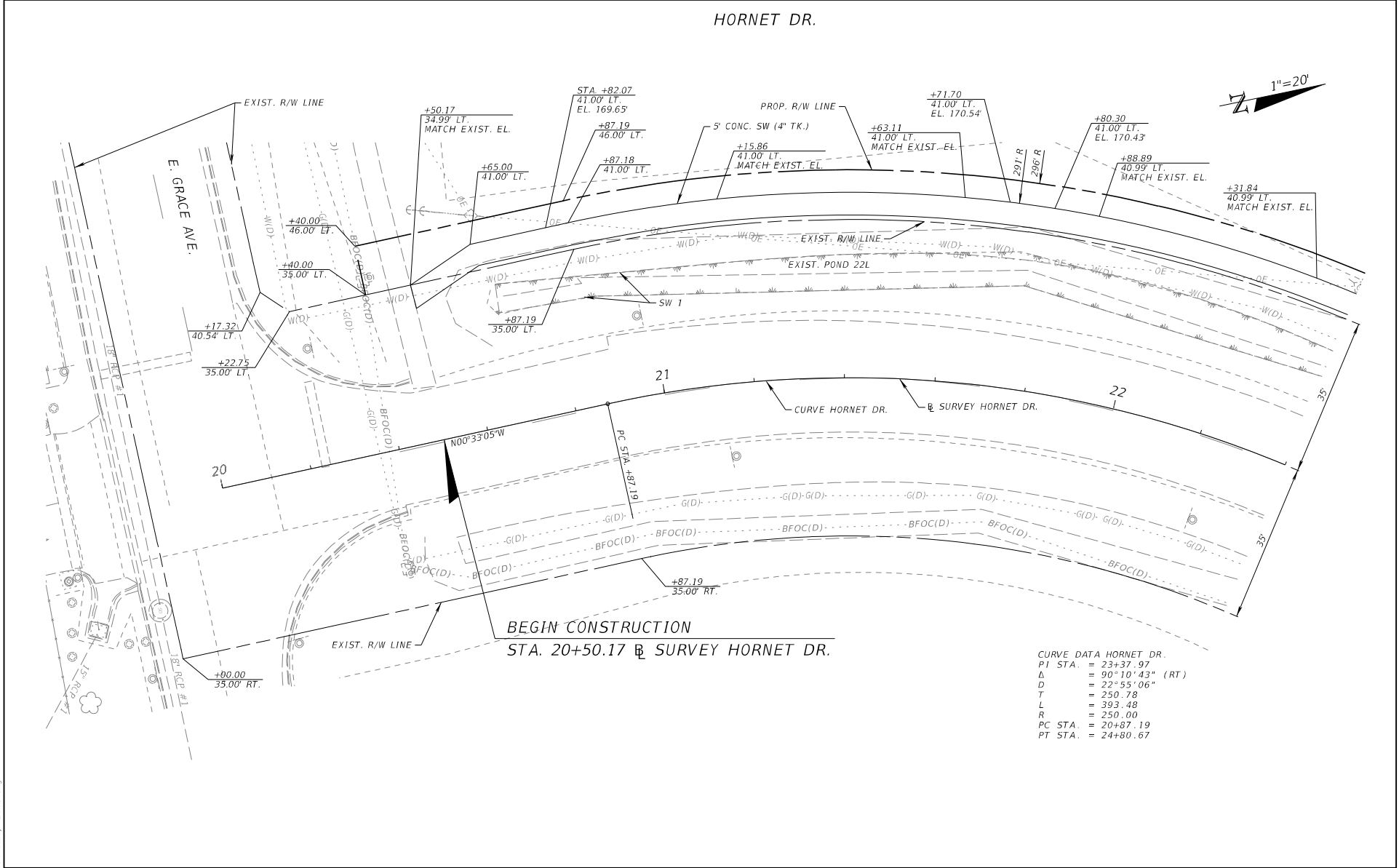
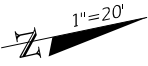
S. 22ND ST.

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DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY		
				MORGAN BOUCHARD, P.E. LICENSE NUMBER: 79375 FALLER, DAVIS & ASSOCIATES, INC 1150 ASSEMBLY DRIVE, SUITE 400 TAMPA, FL 33607-4874	46452-1-52-01	POLK	446452-1-52-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

HORNET DR.



CURVE DATA HORNET DR.

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L	= 393.48
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PT STA.	= 24+80.67

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DATE	DESCRIPTION	DATE	DESCRIPTION	MORGAN BOUCHARD, P.E. LICENSE NUMBER: 79375 FALLER, DAVIS & ASSOCIATES, INC 1150 ASSEMBLY DRIVE, SUITE 400 TAMPA, FL 33607-4874		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
									POLK	446452-1-52-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



HORNET DR.

EXIST. FENCE TO REMAIN

TYPE A FENCE 5'
EXIST. FENCE
TO BE REMOVED

PI STA. 23+37.97

EXIST. R/W LINE

5' CONC. SW (4" TK.)

PROP. R/W LINE

+08.60
40.99' LT.

EXIST. CONC. DITCH
PAVT. TO REMAIN

+60.15
40.99' LT.
MATCH EXIST. EL.

+49.03
40.99' LT.
EL. 170.02'

+45.69
40.99' LT.

SW 1

HAINES CITY SENIOR HIGH SCHOOL

LEGEND
6" THICK CONCRETE SIDEWALK

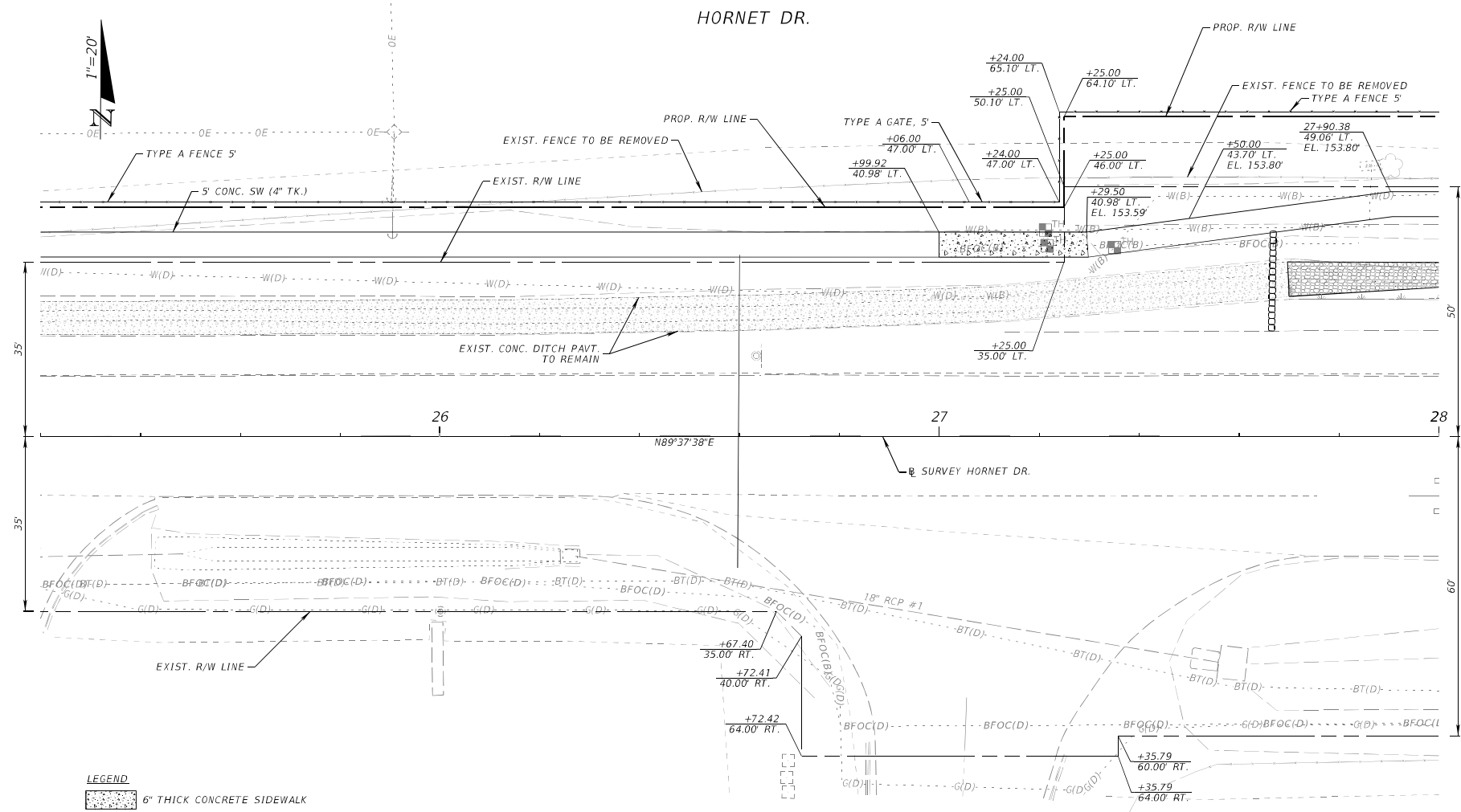
CURVE DATA HORNET DR.
PI STA. = 23+37.97
Δ = 90°10'43" (RT)
D = 22°55'06"
T = 250.78
L = 393.48
R = 250.00
PC STA. = 20+87.19
PT STA. = 24+80.67

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REVISIONS		ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN (15)	SHEET NO. 26
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
			MORGAN BOUCHARD, P.E. LICENSE NUMBER: 79375 FALLER, DAVIS & ASSOCIATES, INC 1150 ASSEMBLY DRIVE, SUITE 400 TAMPA, FL 33607-4874		POLK	446452-1-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

HORNET DR.



- LEGEND**
- 6" THICK CONCRETE SIDEWALK
 - INLET PROTECTION SYSTEM

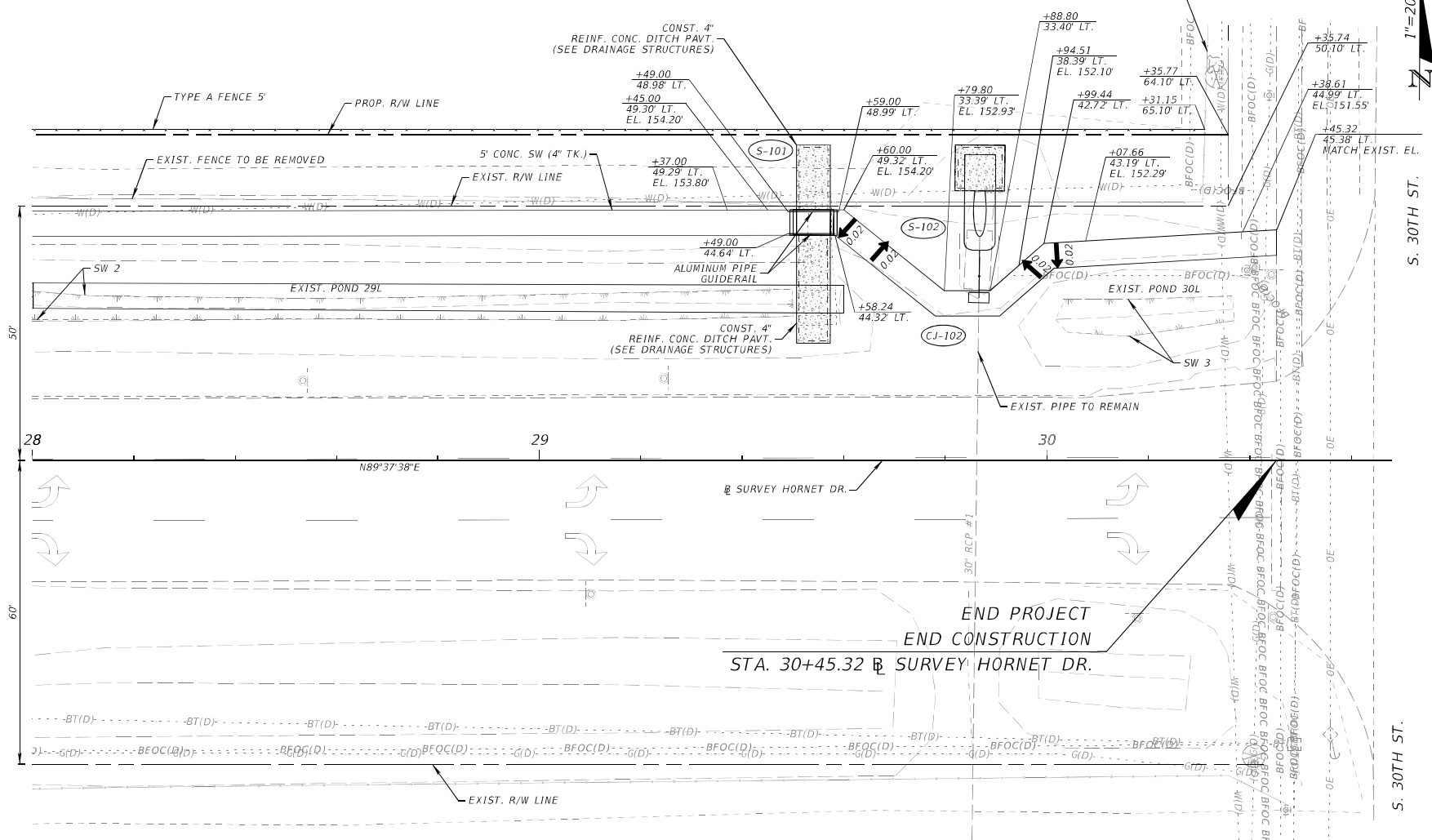
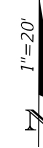
REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN (14)	SHEET NO. 27
DATE	DESCRIPTION	DATE	DESCRIPTION	MORGAN BOUCHARD, P.E. LICENSE NUMBER: 79375 FALLER, DAVIS & ASSOCIATES, INC 1150 ASSEMBLY DRIVE, SUITE 400 TAMPA, FL 33607-4874		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
							POLK	446452-1-52-01		

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

HORNET DR.

EXIST. FENCE TO REMAIN



S. 30TH ST.

S. 30TH ST.

END PROJECT
END CONSTRUCTION
STA. 30+45.32 SURVEY HORNET DR.

9/15/2023 11:02:38 AM J:\HW\F3
Z:\V\DOT\446452\2021\WORK\PLAN\RD01.DWG

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN (15)	SHEET NO. 28
DATE	DESCRIPTION	DATE	DESCRIPTION	MORGAN BOUCHARD, P.E. LICENSE NUMBER: 79375 FALLER, DAVIS & ASSOCIATES, INC 1150 ASSEMBLY DRIVE, SUITE 400 TAMPA, FL 33607-4874		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RESOLUTION NO. 23-1769

A RESOLUTION OF THE CITY OF HAINES CITY, FLORIDA AUTHORIZING THE EXECUTION OF A TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR ADMINISTRATIVE ACTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (hereinafter referred to as “FDOT”) is seeking a Transportation Off System Post Project Maintenance Agreement for Financial Project #446452-1-52-01 (the “Sidewalk Maintenance Agreement”) with the City of Haines City, Florida for a pedestrian sidewalk project (the “Project”); and

WHEREAS, the Project consists of the installation of 0.692 miles of sidewalk at the following segment locations within the City of Haines City (the “Project”):

- Hinson Avenue from 17th Street to 20th Street
- South 20th Street from Grace Avenue to Norma Avenue
- Carol Avenue from S 20th Street to South 22nd Street.
- Hornet Drive from Grace Avenue to South 30th Street

WHEREAS, in order to proceed with the Project, the City of Haines City, Florida (the “City”), has need, from time to time, to execute documents related to the Project with FDOT; and

WHEREAS, FDOT has provided the City with the Sidewalk Maintenance Agreement, a copy of which is attached hereto; and

WHEREAS, the City finds it in the best interests of the City that the Mayor have authority to execute documents necessary to facilitate and expedite the Project, including but not limited to the Sidewalk Maintenance Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Haines City as follows:

Section 1. Authorization. That the City of Haines City hereby authorizes the Mayor to accept and execute the Sidewalk Maintenance Agreement between the Florida Department of Transportation and the City of Haines City, and any ancillary documents related thereto.

Section 2. Administrative Action. The City of Haines City staff is hereby directed to take all administrative actions necessary to complete the Sidewalk Maintenance Agreement and ancillary documents thereto.

Section 3. Severability. 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 4. Conflicting Resolutions. That all resolutions made in conflict with this resolution are hereby repealed.

Section 5. Effective Date. That this resolution shall become effective immediately upon its adoption.

PASSED and APPROVED in regular session of the City Commission of the City of Haines City, Florida, this ____ day of October, 2023.

ATTEST:

APPROVED:

Sharon Lauther, MMC, City Clerk

H. L. "Roy" Tyler, Mayor-Commissioner

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: James Keene, Public Services Administrator
Date: November 16, 2023
Subject: Purchase of a Sany Mini-Excavator to Replace Outdated Equipment in Public Works

Executive Summary

Approve purchase of a Sany Mini-Excavator to replace outdated equipment in Public Works.

Staff Contact: James Keene, Public Services Administrator

Introduction

The intent of this item is to request authorization from City Commission to purchase a Sany Mini-Excavator to replace outdated equipment in Public Works.

Background

Public Works needs to upgrade its inventory of this type of equipment. The growing demand for use of this equipment has greatly increased. The purchase of this equipment will better prepare personnel in handling multiple roadway and stormwater repairs in the future. This purchase is through Sourcewell Member #10389.

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 2023-2024 is \$62,977.24 and budgeted in G/L #001-10-54-1-6-64-10.

Recommendation

Staff recommends approving the purchase of a Sani Mini-Excavator to replace outdated equipment in Public Works.



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: November 16, 2023

Subject: Request for Change Order 02 – Haines City Lift Station No. 4

Executive Summary

Approve Change Order 02 to replace existing clay sanitary line on Lift Station No. 4 with a C900 DR 18” PVC sanitary line.

Staff Contact: James Keene, Public Services Administrator

Introduction

The intent of this item is to seek approval for Change Order 02 to replace existing clay sanitary line on Lift Station No. 4 with a C900 DR 18” PVC sanitary line.

Background

The existing clay sanitary line on Lift Station No. 4 is outdated and needs to be replaced as the existing one is a huge potential problem. DN Higgins, Inc. has been selected to replace the existing clay sanitary line as they are currently repairing Lift Station No. 4 and identified this necessary replacement while doing so.

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 2023-2024 is \$91,196.64. The item is not currently budgeted, but will come from G/L #401-10-53-6-6-64-10.



Recommendation

Staff recommends approving Change Order 02 to replace existing clay sanitary line on Lift Station No. 4 with a C900 DR 18” PVC sanitary line.



Request for Change Order 02 - Haines City Lift Station #4 Replacement
 Item: Replace +/- 240 LF of Existing 18" Clay Sanitary Line w/ 18" C900 DR 18 PVC Sanitary Line
 (Pricing Includes Two (2) MH Connections and Raising Frame and Cover on One (1) MH)
 Date Prepared: October 20, 2023

Direct Labor

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Project Manager	8.00 HRS	\$ 96.00	\$ 768.00
Superintendent	60.00 HRS	\$ 85.00	\$ 5,100.00
Operator	80.00 HRS	\$ 68.00	\$ 5,440.00
Operator - OT	HRS	\$ 95.20	\$ -
Laborer	160.00 HRS	\$ 61.00	\$ 9,760.00
Laborer - OT	HRS	\$ 85.40	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Direct Labor Total			(1) ==> \$ 21,068.00

Material and Equipment

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
Superintendent Vehicle (Chevy 2500 Crew Cab or Equivalent)	80.00 HRS	\$ 26.26	\$ 2,100.80
Field Personnel Vehicle (Chevy 2500 Crew Cab or Equivalent)	80.00 HRS	\$ 26.26	\$ 2,100.80
John Deere 245G LC Track Excavator	40.00 HRS	\$ 137.15	\$ 5,486.00
CAT 930M Wheel Loader	40.00 HRS	\$ 81.17	\$ 3,246.80
Trench Box (8' x 20') - United Rentals	2.00 WKS	\$ 785.46	\$ 785.46
			\$ -
18" C900 DR 18 Pipe Material - Ferguson	1.00 LS	\$ 23,111.15	\$ 23,111.15
Miscellaneous Material for MH Connection	2.00 EA	\$ 159.00	\$ 318.00
Brick and Mortar to Raise MH	1.00 EA	\$ 180.20	\$ 180.20
24" Core Bit	1.00 EA	\$ 954.00	\$ 954.00
			\$ -
			\$ -
			\$ -
Small Tools & Consumables	1.00 LS	\$ 1,580.10	\$ 1,580.10
Material and Equipment Total			(2) ==> \$ 39,863.31

Subcontractor

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
By-Pass Pumping - Holland Pump	1.00 LS	\$ 14,594.63	\$ 14,594.63
Fuel for By-Pass Pump	1,176.0 GALS	\$ 3.25	\$ 3,822.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subcontractor Total			(3) ==> \$ 18,416.63

Cost Summary

Total Cost	\$ 79,347.94
DNHI Overhead and Profit @ 15.0% on Items (1) and (2)	\$ 9,139.70
DNHI Overhead and Profit @ 5% on Item (3)	\$ 920.83
Bond Premium	\$ 1,788.17

Total RFCO Request	\$ 91,196.64
Calendar Day Extension Associated w/ RFCO	14.00



Douglas N. Higgins, Inc.
2023 - 2024 Hourly Field and Office Hourly Rates

Labor	Hourly Rates	
	Regular	Overtime
Superintendent	\$85.00	\$119.00
Foreman	\$79.00	\$110.60
Operator	\$68.00	\$95.20
Laborer	\$61.00	\$85.40
Project Manager	\$96.00	\$134.40
Clerical/Administrative	\$61.00	\$85.40

SECTION 00941

Gainesville | Jacksonville | Tampa | Titusville
Sarasota | West Palm Beach | Winter Haven



ATTACHMENTS

(List documents supporting change.)


Attachment A – DN Higgins Change Order Proposal – Remove and Replace 240 ft of Clay Sanitary Line with PVC

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:  Digitally signed by C. David Plavcan
DN: C=US,
E=dplavcan@jonesedmunds.com,
O=Jones Edmunds,
OU=Infrastructure, CN=C. David
Plavcan
Date: 2023.11.08 11:10:41-05'00'
C. David Plavcan
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor's Representative
(Authorized Signature)

Date: _____
Approved by Funding Agency (if applicable):

Date: _____

Date: _____

Date: _____



ATTACHMENT A
DN Higgins Change Order Proposal



PROPOSED CONTRACT MODIFICATION (PCM) No. 2

OWNER/CLIENT: City of Haines City PROJECT NO.: ITB #22-11 PROJECT MANAGER: Vickie Ramsier
ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 08015-012-01 PROJECT MANAGER: Dave Plavcan
CONTRACTOR: Douglas N. Higgins, Inc. PROJECT NO.: 7840-22 PROJECT MANAGER: Olivia Freeman
PROJECT NAME: Lift Station No. 4 Replacement

TO: Mr Matt DeLuca DATE: 10/31/2023
DN Higgins
5355 McIntosh Road, Suite E
Sarasota, FL 34233

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): Sheet C-1

DESCRIPTION OF MODIFICATION: The LS#4 Master Manhole is tying into an existing gravity sewer that was indicated to be a 10" line but upon excavation the line is actually an 18" clay pipe in 6 ft sections. The City has requested a proposal from the Contractor DN Higgins to replace approximately 240 ft of line from existing Master MH to the southwest MH behind the Boys & Girls Club

REASON FOR MODIFICATION: The clay collection line was incorrectly determined to be a 10" line because there was so much sand in the pipe. The old clay line is no longer laid flat and there is high likelihood of roots in the line It therefore needs to be replaced

WORK DIRECTIVE:

- Proceed with the work immediately.
- Do not proceed with the work until a change order is issued.

Your response is requested by 11/06/2023

XC:

SIGNATURE:

C. David Plavcan

Digitally signed by C. David Plavcan
DN: C=US, E=dplavcan@jonesedmunds.com,
O=Jones Edmunds, OU=Infrastructure, CN=C.
David Plavcan
Date: 2023.10.31 16:22:37-04'00'



October 25, 2023

Dave Plavcan, P.E.
Jones Edmunds
141 5th Street NW, Ste. 200
Winter Haven, FL 33881

**RE: Change Order Proposal – Remove and Replace ~240 ft of Clay Sanitary Line with PVC
Lift Station No. 4 Replacement, City of Haines City, FL
Contract No: ITB #22-11**

Mr. Plavcan,

Douglas N. Higgins, Inc. (DNHI) is requesting a change order for labor and material, and time extension for the City of Haines City Lift Station No. 4 Replacement Project. The request is accompanied by attached supporting documentation for this cost and time adjustment. The proposed change order would include the following:

1. Removal and Replacement of ~240 ft of 18”-dia Clay Sanitary Pipe with PVC

After locating and exposing the existing sanitary line, DNHI discovered that the line is 18” diameter, not 10” diameter, as shown on the contract drawings. Due to the material and condition of the clay pipe run, the City of Haines City decided to direct DNHI to remove and replace roughly 240 ft of the clay pipe and replace it with PVC. See the attached supporting documents for labor and material costs, and time extension (ATTACHMENT A) relating to this proposed change order.

Total Cost Request: \$91,196.64

Total Time Request: 14 Days

Please review all attachments and if there are issues with this change order proposal, please let us know.

Sincerely,

Olivia Freeman

Olivia Freeman
Douglas N. Higgins, Inc.
Project Manager

Attachments: Cost and Time Breakdown



**Change Order Proposal – Remove and Replace ~240 ft of
Clay Sanitary Line with PVC
Lift Station No. 4 Replacement, City of Haines City, FL
Contract No: ITB #22-11
October 25, 2023**

CC: Matt DeLuca, Douglas N. Higgins, Inc.
Dan Higgins, Douglas N. Higgins, Inc.
James Keene, City of Haines City
Vickie Ramsier, City of Haines City



Douglas N. Higgins, Inc.

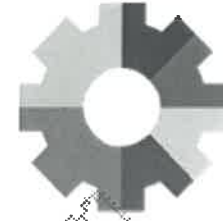
2023 - 2024 Hourly Field and Office Hourly Rates

Labor	Hourly Rates	
	Regular	Overtime
Superintendent	\$85.00	\$119.00
Foreman	\$79.00	\$110.60
Operator	\$68.00	\$95.20
Laborer	\$61.00	\$85.40
Project Manager	\$96.00	\$134.40
Clerical/Administrative	\$61.00	\$85.40

Rental Rate Blue Book®

October 19, 2023

GMC/CHEVY 2500
 On-Highway Light Duty Trucks

 Size Class:
300 hp & Over
 Weight:
 N/A

Configuration for 2500

Axle Configuration	4.0 x 2.0	Cab Type	Crew
Horsepower	310.0 hp	Power Mode	Diesel
Ton Rating	3.0 / 4.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,070.00	USD \$300.00	USD \$75.00	USD \$11.00	USD \$20.31	USD \$26.39
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2015: 97.82%)	(USD \$23.28)	(USD \$6.53)	(USD \$1.83)	(USD \$0.24)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$1,046.72	USD \$293.47	USD \$73.37	USD \$10.76	USD \$20.31	USD \$26.26

Non-Active Use Rates

	Hourly
Standby Rate	USD \$4.64
Idling Rate	USD \$22.28

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	USD \$599.20/mo
Overhaul (ownership)	22%	USD \$235.40/mo
CFC (ownership)	10%	USD \$107.00/mo
Indirect (ownership)	12%	USD \$128.40/mo
Fuel (operating) @ USD 4.39/gal	80.4%	USD \$16.33/hr

Revised Date: 4th quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Matthew Deluca (matt@dnhiggins.com)

Rental Rate Blue Book®

October 19, 2023

Deere 245G LC
 Crawler Mounted Hydraulic Excavators

 Size Class:
24.5 - 28.4 mt
 Weight:
 N/A

Configuration for 245G LC

Bucket Capacity	0.99 cu yd	Horsepower	159.0 hp
Operating Weight	56830.0 lbs	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$14,750.00	USD \$4,130.00	USD \$1,035.00	USD \$155.00	USD \$54.93	USD \$138.74
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2013: 98.11%)	(USD \$279.45)	(USD \$78.25)	(USD \$19.61)	(USD \$2.94)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$14,470.55	USD \$4,051.75	USD \$1,015.39	USD \$152.06	USD \$54.93	USD \$137.15

Non-Active Use Rates

	Hourly
Standby Rate	USD \$46.86
Idling Rate	USD \$95.56

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD \$4,867.50/mo
Overhaul (ownership)	43%	USD \$6,342.50/mo
CFC (ownership)	15%	USD \$2,212.50/mo
Indirect (ownership)	9%	USD \$1,327.50/mo
Fuel (operating) @ USD 4.39	24.29%	USD \$13.34/hr

Revised Date: 4th quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Matthew Deluca (mattd@dnhiggins.com)

Rental Rate Blue Book®

October 19, 2023

Caterpillar 930M
 4-Wd Articulated Wheel Loaders

 Size Class:
150 - 174 hp
 Weight:
 N/A

Configuration for 930M

 Operator Protection **ROPS/FOPS** Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$9,170.00	USD \$2,570.00	USD \$645.00	USD \$97.00	USD \$29.50	USD \$81.60
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2015: 99.17%)	(USD \$76.33)	(USD \$21.39)	(USD \$5.37)	(USD \$0.81)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$9,093.67	USD \$2,548.61	USD \$639.63	USD \$96.19	USD \$29.50	USD \$81.17

Non-Active Use Rates

	Hourly
Standby Rate	USD \$34.62
Idling Rate	USD \$61.34

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$3,484.60/mo
Overhaul (ownership)	33%	USD \$3,026.10/mo
CFC (ownership)	18%	USD \$1,650.60/mo
Indirect (ownership)	11%	USD \$1,008.70/mo
Fuel (operating) @ USD 4.39	32.78%	USD \$9.67/hr

Revised Date: 4th quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Matthew Deluca (matt@dnhiggins.com)

Deliver To: From: Joderek Adams Comments:
--

08:51:48 OCT 20 2023

Page 1 of 1

FEL-FT. MYERS WATERWORKS #127

Price Quotation
Phone: 239-433-0555
Fax: 239-433-0405

Bid No: B316351
Bid Date: 10/20/23
Quoted By: JA

Cust Phone: 239-774-3130
Terms: NET 10TH PROX

Customer: DOUGLAS N HIGGINS INC
4485 ENTERPRISE AVENUE
NAPLES, FL 34104

Ship To: DOUGLAS N HIGGINS INC
4485 ENTERPRISE AVENUE
NAPLES, FL 34104

Cust PO#:

Job Name: LS# 4

Item	Description	Quantity	Net Price	UM	Total
DR18GP18	18 C900 DR18 CL235 PVC GJ GREE PIPE	242	89.900	FT	21755.80
Net Total:					\$21755.80
Tax:					\$1355.35
Freight:					\$0.00
Total:					\$23111.15

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

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.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=127&on=584>



RENTAL QUOTATION

QUOTATION NO.: 53539

Customer #: DOUG0019
Customer: DOUGLAS N HIGGINS, INC
Address: 704 AVENUE C
 Haines City FL 33844

Site: 704 AVENUE C
 Haines City FL 33844
 Haines City
 33844

Date of Quote: 10/20/2023
Customer Job#:
Date/Time Out: 10/20/2023 07:30AM
Quoted By: Andy X
Sales Person: ANDY X
Phone:
Email: andyx@hollandpump.com

Ordered by:
Cell:

Site Contact:
Phone:
Cell:

2 Weeks

Qty.	Equip. No.	Description	Day Rate	Weekly Rate	28 Days Rate	Unit Price	Line Total ex(TAX)
1.00		PT8TPA/SS SUPERSILENT	\$488.00	\$1,464.00	\$4,392.00		\$4,392.00
1.00		PT8TPA/SS SUPERSILENT	\$488.00	\$1,464.00	\$4,392.00		\$4,392.00
5.00	00-00	8" x20' Epdm with bauer ends	\$34.67	\$104.00	\$312.00		\$1,560.00
2.00	1500-1515	8" X 20 FT KANALINE 60PSI W/BAUER	\$29.33	\$88.00	\$264.00		\$528.00
20.00	1000-1495	8" X 20 FT HDPE DR17 AWWA W/BAUER	\$18.00	\$54.00	\$162.00		\$3,240.00
1.00	00-00	8" wye	\$17.33	\$52.00	\$156.00		\$156.00
2.00	00-00	8" check valves	\$33.33	\$100.00	\$300.00		\$600.00
1.00	00-00	Telemrty W/ Floats	\$30.55	\$91.66	\$275.00		\$275.00
1.00	SETUP/BRKDOWN	PUMP SETUP & BREAKDOWN CHARGES				\$4,500.00	\$4,500.00
3.00		DELIVERY CHARGE				\$285.00	\$855.00
3.00		PICKUP CHARGE			\$0.00	\$285.00	\$855.00
2.00	1200-1940	8" BAUER STRAINER	\$9.78	\$29.33	\$88.00		\$176.00

Standard Notes:

SUB TOTAL:	\$21,529.00
DAMAGE WAIVER:	\$0.00
ENVIRONMENTAL FEE:	\$306.38
FUEL SURCHARGE:	\$229.79
TAX:	\$1,373.90
GRAND TOTAL:	\$23,439.07

\$14,594.63



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: November 16, 2023

Subject: Purchase of Accessories for Public Works Caterpillar Skid Steer

Executive Summary

Approve purchase of accessories for Public Works Caterpillar Skid Steer.

Staff Contact: James Keene, Public Services Administrator

Introduction

The intent of this item is to request authorization from City Commission to purchase accessories for Public Works Caterpillar Skid Steer.

Background

Public Works is in need of a grader attachment at a cost of \$27,396, and a mulching head at a cost of \$45,092 for its Caterpillar Skid Steer. This is a manufacturer brand specific purchase through Sourcewell Cooperative Purchasing Contract #011723-Cat. These accessories are items not previously in inventory and will expand the department's range of work and project capabilities.

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 2023-2024 is \$72,488 and is budgeted in G/L 001-10-54-1-6-64-10.

Recommendation

Staff recommends the approval to purchase accessories for Public Works Caterpillar Skid Steer.



QUOTE PER SOURCEWELL CONTRACT

Quote Prepared For:
City of Haines City

9/19/2023

(1) NEW CATERPILLAR ATTACHMENTS

CONTRACT DETAILS

Sourcewell
Contract # 011723-CAT
Contract Valid through 4/14/2027

CAT WORK TOOLS

575-2082	GRADER BLADE, GB124, 96"	\$25,556
585-5125	KIT, GRADING IMU, SMART, MACH	\$589
583-6638	KIT, GRADER, WINGS	<u>\$4,792</u>
	SUB TOTAL	\$30,937
	LESS 15% CWT SOURCEWELL CONTRACT DISCOUNT	(\$4,641)
	LABOR TO INSTALL IMU & WINGS	<u>\$1,100</u>
	TOTAL SOURCEWELL TRANSACTION PRICE	\$27,396

NON-CONTRACT OPTIONS

	FECON BK6218	\$37,306
	DBK KIT, PARTS, AND INSTALL	<u>\$7,786</u>
	TOTAL OF NON-CONTRACT OPTIONS	\$45,092

Best regards,

Zach Westra
Sales Representative
Ring Power Corporation
863-600-6247